CITY OF NORTH RICHLAND HILLS
CITY COUNCIL AGENDA
4301 CITY POINT DRIVE
NORTH RICHLAND HILLS, TX 76180
MONDAY, OCTOBER 27, 2025

WORK SESSION: 5:00 PM

Held in the Council Workroom

CALL TO ORDER

1. Discuss items from regular City Council meeting.

2. Review results of 2025 Employee Engagement Survey

3. Discuss proposed work plan for development-related ordinance updates.

4. Discuss submission of application to Electric Vehicle Infrastructure Call for Projects.

FUTURE AGENDA ITEM(S)

The purpose of this item is to allow the Mayor and Council members an opportunity to bring forward items they wish to discuss at a future work session. In accordance with the Texas Open Meetings Act, any discussion shall be limited to a proposal to place the item on a future agenda. The Council shall not vote, or take any action on the items during this meeting.

CITY MANAGER REPORT

The purpose of this item is to receive an update from the City Manager on the following:
- Social Media Engagement
- Update on 2025 Capital Program Advisory Committee

EXECUTIVE SESSION

The City Council may enter into closed Executive Session as authorized by

Chapter 551, Texas Government Code. Executive Session may be held at the end of the Regular Session or at any time during the meeting that a need arises for the City Council to seek advice from the city attorney (551.071) as to the posted subject matter of this City Council meeting.

The City Council may confer privately with its attorney to seek legal advice on any matter listed on the agenda or on any matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Texas Government Code.

1. Section 551.071: Consultation with the City Attorney to seek advice about pending or contemplated litigation or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act - (1) City of North Richland Hills v. Manuel Financial No. 2, LLC et al, Case No. CC240015, Municipal Court No. 2, City of North Richland Hills, Tarrant County, Texas; (2) City of North Richland Hills v. Manuel Oldsmobile, Inc., Case No. CC240019, Municipal Court No. 2, City of North Richland Hills, Tarrant County, Texas; (3) Jessie Goodfellow vs. City of North Richland Hills, et al, Cause No. 352-366545-25; (4) short term rental regulations; and (5) CGC General Contractors, Inc. contract.
2. Section 551.072: Deliberate the purchase, exchange, lease, or value of real property at 8851 Bud Jenson Drive, 6020 Walker Boulevard, and 9015 Grand Avenue.
3. Section 551.087: Deliberation regarding Economic Development negotiations - 8851 Bud Jenson Drive, 6020 Walker Boulevard, 9015 Grand Avenue, and 5301 Davis Boulevard, and deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the City and with which the governmental body is conducting economic development negotiations or regarding the offer of a financial or other incentive to such a business prospect - 4401 City Point Drive and 8800 Mid Cities Boulevard.
4. Section 551.074: Personnel Matters to deliberate the employment, evaluation, and duties of public employees - City Manager, City Secretary/Chief Governance Officer, and City Attorney.

REGULAR MEETING: Immediately following executive session (but no earlier than 7:00 p.m.)

Held in the City Hall Council Chambers

A. CALL TO ORDER

A.1 INVOCATION - COUNCIL MEMBER PARKS

A.2 PLEDGE - COUNCIL MEMBER PARKS

A.3 SPECIAL PRESENTATION(S) AND RECOGNITION(S)

A.4 PUBLIC COMMENTS

An opportunity for citizens to address the City Council on matters which are scheduled on this agenda for consideration by the City Council, but not scheduled as a public hearing. In order to address the City Council during public comments, a Public Meeting Appearance Form must be completed and presented to the City Secretary prior to the start of the City Council meeting.

A.5 REMOVAL OF ITEM(S) FROM CONSENT AGENDA

B. CONSIDER APPROVAL OF CONSENT AGENDA ITEMS

B.1 Approve the minutes of the October 13, 2025 City Council meeting.

B.2 Authorize the continued annual purchase of cybersecurity managed detection and response assessment and services utilizing the State of Texas Department of Information Resources (DIR) Contract DIR-CPO-5687 with Freeit Data Solutions, Inc. in an amount not to exceed $200,000 annually through May 19, 2031.

B.3 Approve Amendment No. 2 to the Cooperative Purchase Customer Agreement with Vertosoft, LLC for the purchase of OpenGov asset management software to be used by the Parks and Recreation Department and ratify previous purchases totaling $122,494.28 utilizing Department of Information Resources (DIR) Cooperative Agreement for a cumulative amount not to exceed $437,990 through October 19, 2027.

B.4 Authorize the City Manager to execute an interlocal agreement with the City of Richland Hills for the purchase of goods and services from vendors selected through the competitive bidding process authorized by the Texas Local Government Code.

B.5 Authorize the City Manager to execute an agreement with Novatech,

Inc. for Copier Equipment Lease and Managed Print Services in an amount not to exceed $360,864 for a term of five years, using Department of Information Resources Contract DIR-TSO-CPO-5424.

B.6 Authorize the purchase of three (3) 2025 Hino dump trucks from Rush Truck Centers of Texas, LP using BuyBoard Contract No. 723-23 in an amount not to exceed $512,450.01.

B.7 Consider the contract instructor service agreement with Julia Geske for providing tennis instruction services at the Richland Tennis Center in an amount not to exceed $99,000 for FY2026.

C. PUBLIC HEARINGS

C.1 ZC25-0144, Ordinance No. 3931, Public hearing and consideration of a request from James Stewart for a zoning change from AG (Agricultural) to RE-1 (Residential Estate) at 8912 Eden Road, being 2.001 acres described as Tracts 1F and 1K, Oziah Rumfield Survey, Abstract 1365.

C.2 ZC25-0145, Ordinance No. 3932, Public hearing and consideration of a request from Santos Catalan for a zoning change from AG (Agricultural) to R-2 (Single-Family Residential) at 8459 Shady Grove Road, being 1.319 acres described as Tract 13A4, Thomas Peck Survey, Abstract 1209.

D. PLANNING AND DEVELOPMENT

E. PUBLIC WORKS

E.1 Consider Ordinance No. 3934, amending Chapter 78, Article IV - “Sanitary Sewer System”, Section 78-213 “Prohibited Discharges” of the City of North Richland Hills, Texas Code of Ordinances.

E.2 Consider the award of RFB 25-018 to C. Green Scaping, LP, for construction of the Smithfield Safe Routes to School Project (SD2404), in the amount of $472,445, and authorize the City Manager to execute the related construction agreement.

F. CITIZENS PRESENTATION

An opportunity for citizens to address the City Council on matters which are not scheduled for consideration by the City Council or another City Board or Commission at a later date. In order to address the City Council during citizens presentation, a Public Meeting Appearance Form must be completed and presented to the City Secretary prior to the start of the City Council

meeting.

G. GENERAL ITEMS

G.1 Authorize the City Manager to execute Change Order No. 4 with CGC General Contractors, Inc., contract #32500004 in the amount of $453,349.52 for the NRH2O Family Water Park Nitro Blast construction.

G.2 Consider Ordinance No. 3933, Amending Chapter 2-Administration, Article III-Boards, Commissions and Committees of the Code of Ordinances, City of North Richland Hills, Texas, adding a new Division 5-Advisory Committee on Senior Affairs.

H. EXECUTIVE SESSION ITEMS - CITY COUNCIL MAY TAKE ACTION ON ANY ITEM DISCUSSED IN EXECUTIVE SESSION LISTED ON WORK SESSION AGENDA

I. INFORMATION AND REPORTS - COUNCIL MEMBER MITCHELL

I.1 Announcements

J. ADJOURNMENT

Certification

I do hereby certify that the above notice of meeting of the North Richland Hills City Council was posted at City Hall, City of North Richland Hills, Texas in compliance with Chapter 551, Texas Government Code on Tuesday, October 21, 2025 by 5:00 PM.

_____

Alicia Richardson
City Secretary/Chief Governance Officer

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 817-427-6060 for further information.

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** October 27, 2025

SUBJECT: Discuss items from regular City Council meeting.

PRESENTER: Paulette Hartman, City Manager

SUMMARY:

Provide the City Council with the opportunity to discuss any item on the regular agenda.

GENERAL DESCRIPTION:

The purpose of this standing item is to allow the City Council an opportunity to inquire about items that are posted for discussion and deliberation on the regular City Council agenda.

The City Council is encouraged to ask staff questions to clarify and/or provide additional information on items posted on the regular agenda or consent agenda.

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** October 27, 2025

SUBJECT: Review Results of 2025 Employee Engagement Survey

PRESENTER: Paulette Hartman, City Manager

SUMMARY:

The purpose of this item is to review the results of the employee engagement that was recently conducted.

GENERAL DESCRIPTION:

The City Manager will review the employee survey results with the City Council, and answer any questions the Council may have.

CITY OF NORTH RICHLAND HILLS

2025 EMPLOYEE ENGAGEMENT SURVEY

Probolsky Research

800-492-9556

PROBOLSKY RESEARCH

Table of Contents

Survey Methodology and Key Findings……..1

Culture and Engagement……4

City Staff Cooperation and Communication……5

Evaluation……6

Leadership……7

Safety, Training, and Preparation……8

Customer Focus……8

Topline Findings……9

Open-Ended Responses……..21

Survey Methodology and Key Findings

Probolsky Research conducted an Employee Engagement Survey for the City of North Richland Hills, Texas as part of their ongoing efforts to improve the employee experience. The staff database was for the sample was provided by the city.

	Survey Details
Mode	Online (email)
Language	English and Spanish
Length	7 minutes (online)
Target Respondents	City of North Richland Hills employees
Survey Fielding	August 26 – September 22, 2025
Survey Participants	274

Interviews were conducted online, and all employees received an invitation via their email to complete the survey. Reminder emails were sent out periodically.

The survey was accessible by computer, tablet, and smartphone.

Respondents could choose their preferred language, English (99%) and Spanish (1%).

Security measures precluded individuals from completing the survey more than once and the survey was adapted from previous survey iterations.

Probolsky Research is a Latina- and woman-owned employee, market, and opinion research firm with corporate, election, government, and non-profit clients.

Key Findings

Job satisfaction is high among staff (89%) across all work groups, tenure with the city, and among both full- and part-time staff. Nearly all staff (93%) rate the city as a great place to work.

Staff are proud to work for the city (93%) and highly value the ability to contribute to the community through their work. Their jobs provide interesting/challenging work (93%) that makes good use of their abilities (91%).

There are strong relationships among coworkers as “the people” was cited as what staff likes most about working for the city. There are high evaluations of cooperation (93%) and leadership is viewed as effective by 88% of staff. There are some opportunities to improve interdepartmental communication and the sharing of resources and ideas.

There is high optimism for the short-term future of the city, particularly among newer employees.

While 92% think the city expects a high level of performance among staff, only 64% say poor performance is addressed effectively. This does have some variation by work group. Additionally, there are some concerns about staff shortages as only 59% of staff say there are enough people in their work group to complete responsibilities.

Staff have a strong understanding of the goals and objectives of their work groups (96%) and of the city’s core values (96%). And while leadership is rated as largely effective, only 48% of staff feel decisions are made at the lowest level appropriate, which decreased from previous years.

A strong majority (86%) are engaged in their work, motivated to do more than what is required of them.

As shown in Table 1, City of North Richland Hills staff have a high buy-in to the mission and impact of their work and a strong understanding of their role. They rate the city as a great place to work and somewhere they feel proud to work.

Table 1: Top 10 Highest-Rated Items	
I know and understand the City's Core Values.	96.0%
I understand the results expected of me in my job.	96.0%
I have a good understanding of my work group's goals and objectives.	95.6%
The work I do makes a difference to the City of North Richland Hills.	94.2%
The people in my work group are committed to delivering high quality services and customer experiences.	94.2%
I feel proud to work for the City of North Richland Hills.	93.1%
I think the City of North Richland Hills is a great place to work.	93.1%
My job provides opportunities to do challenging and interesting work.	93.1%
There is good cooperation and teamwork within my work group.	93.1%
The City of North Richland Hills is customer focused (always seeking to understand and meet customer needs).	92.7%

"I believe that the City of NRH is a well run organization that is respected within the DFW area, which makes me very proud to work here."

Additionally, when asked what they like most about working for the city, staff cite "the people" – coworkers and leadership. There is a strong sense of camaraderie among staff, collectively working toward a shared goal and mission. There was optimism about new city leadership and the direction the city is taking.

"What I like most about working for the City of North Richland Hills is the strong leadership, the sense of community, open communication, and the support everyone gives each other. It really feels like a team where people care and work together to make a difference."

As displayed in Table 2, while only one item fell below a 50% satisfaction majority, there were some areas where satisfaction was lower than others. Decisions being made at the lowest level appropriate was an area of concern as well as adequate staffing. Further, staff express that communication is not as efficient or effective as it could be within and between departments.

"Have found that there were many times that we didn't get timely communications to prepare for upcoming things or just information…The level of change lately has been almost too much at one time. I am all about improving and making changes but has to be done in stages so that we all have the appropriate time to focus on what we are needing to accomplish and be able to make the changes well versus being thrown multiple things at once and hoping you have time to complete it all."

Staff additionally cite reservations with salary and compensation with a perception that city staff are understaffed relative to peers, raising concerns about the ability to recruit and retain staff long-term.

"We need to stay more competitive with pay in the DFW market. I'm especially concerned with the City's ability to stay competitive in the future."

Table 2: Top 10 Lowest-Rated Items	
In the City of North Richland Hills, decisions are generally made at the lowest level appropriate.	47.8%
There are enough people to do the work in my work group.	58.8%
Poor performance is addressed effectively in the City of North Richland Hills.	64.2%
There is good communication between departments in the City of North Richland Hills.	65.7%
There is effective sharing of ideas and resources across the City of North Richland Hills.	71.2%
I have the opportunity to partner with co-workers outside of my workgroup.	73.7%
I receive recognition when I do a good job.	75.5%
When changes are made where I work, communications are handled well.	78.1%
The City of North Richland Hills is open and honest in communications with employees.	78.1%

The City of North Richland Hills conducted similar employee engagement surveys in 2022 and 2024. Table 3 below shows the top three items that had the largest growth between 2024 and 2025 and the three items that had the largest declines since 2024. Important to note is that an "unsure" option was added to the 2025 survey response options. While this can account for some variations in responses, it was important to allow employees to express areas that they may not be as familiar with or committed in an evaluation of. Table 4 includes survey items that had the largest improvements and declines when "unsure" responses are removed from the sample.

Table 3: Items with the Largest Improvements and Declines since 2024	
I have a good understanding of my work group's goals and objectives.	+1.6%
There is good cooperation and teamwork within my work group.	+1.3%
I think the City of North Richland Hills is a great place to work.	+1.1%
In the City of North Richland Hills, decisions are generally made at the lowest level appropriate.	-13.2%
The City of North Richland Hills values and promotes employee diversity.	-12.9%
Poor performance is addressed effectively in the City of North Richland Hills.	-12.8%

Table 4: Items with the Largest Improvements and Declines since 2024 (excluding 'unsure' responses)	
I think the City of North Richland Hills is a great place to work	+2.7%
I have a good understanding of my work group's goals and objectives.	+1.9%
I have opportunities to have my ideas adopted and put into use.	+1.6%
Poor performance is addressed effectively in the City of North Richland Hills.	-7.5%
I receive recognition when I do a good job.	-7.5%
My work group receives high quality support from other parts of the City of North Richland Hills we depend on.	-6.3%

Culture and Engagement

Overall, evaluations of the workplace culture of the City of North Richland Hills are positive with a strong majority across multiple measures. Staff rate the city as a positive work environment, supported in their work and personal life balance, and that care and concern is shown for them as employees.



"I've told many people what I like most about the City of North Richland Hills is how much it cares about its employees. I feel I give a lot of myself to the city. The city does a good job at not only recognizing this but also showing how much it is appreciated. It has also been proven time and again how much the city values their employees and is willing to help when their employees need more help than they can give at times. I feel the city recognizes the value of its employees and is willing to invest time and money into the employees."

Additionally, staff are engaged with a strong majority reporting motivation to do more than is required of them. Staff feel respected and that their work/personal life balance is respected. While 3 in 4 report receiving recognition, instituting formalized recognition programs may further improve staff morale.

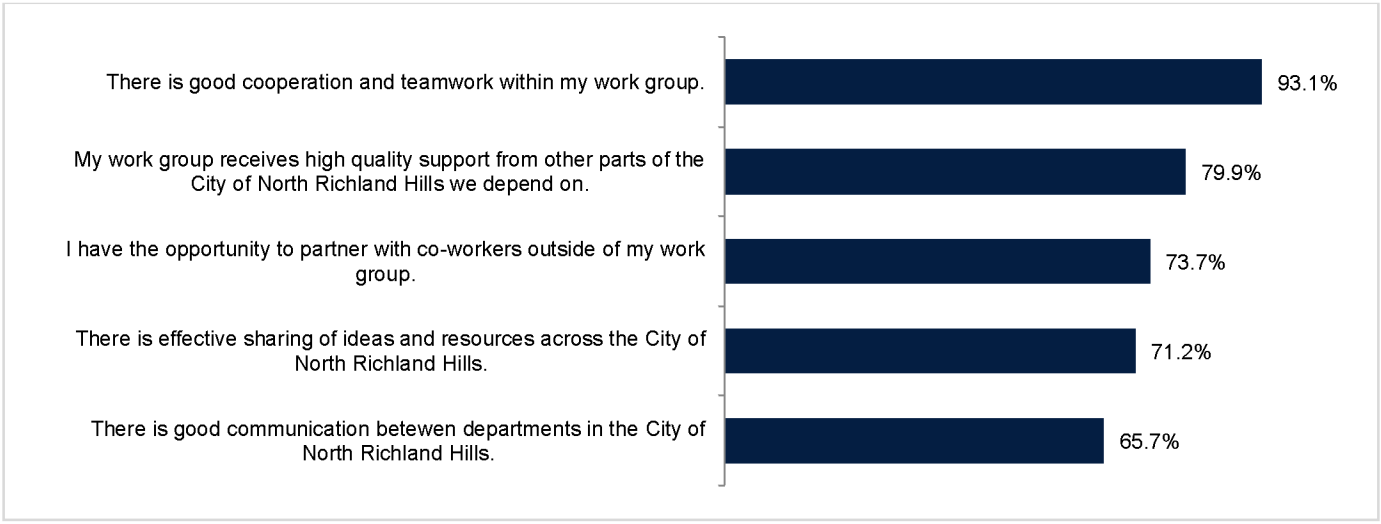
"I like how the city takes care of its employees. I have never worked for an organization that devotes so much time, effort and compassion to its employees and their families."

"It's been a wonderful city to live and work in! I LOVE all the development taking place. NRH is definitely a great place to live and work."

"I feel the city continues to balance the needs of the community with the needs of the employees. I have always been proud and blessed to work for NRH and look forward to many more years to come!"

City Staff Cooperation and Communication

Cooperation and teamwork within internal work groups are strong with over 90% staff agreement. There are also feelings of high-quality support from other parts of the city. Where there are some dips in satisfaction are in interdepartmental communication and sharing of ideas across work groups. While there are majorities across each survey question, these are opportunities to grow and improve city operations. It is quite common in municipalities for siloing of departments and improving interdepartmental communication and cooperation will aid in removing some of this siloing and allow for more efficient delivery of services.



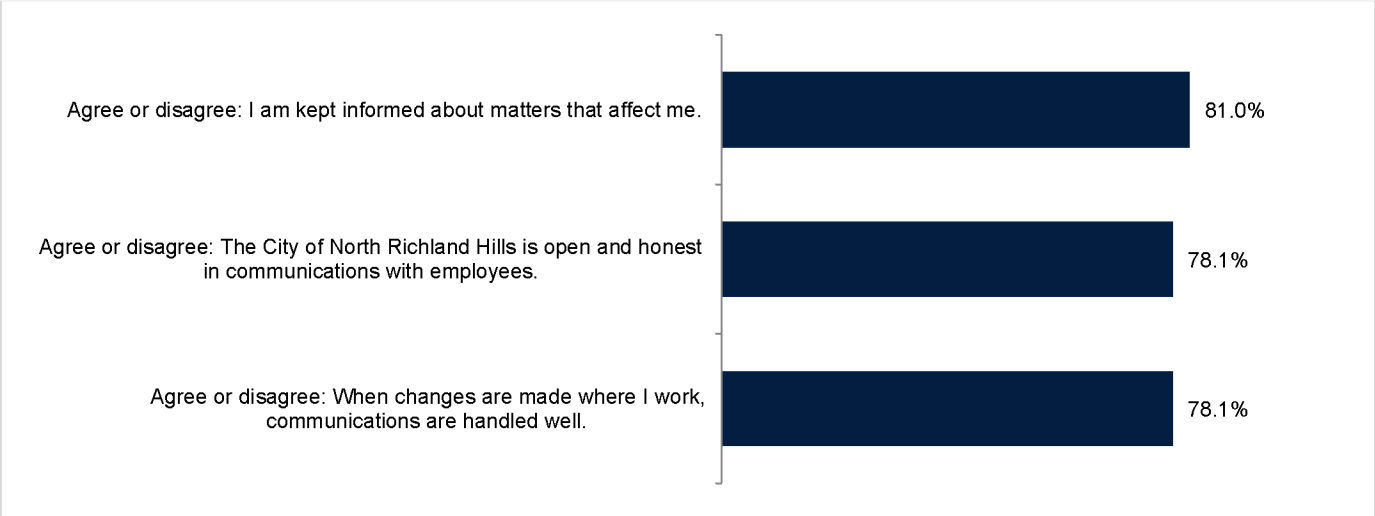
"City-wide, I feel that staff work closer together than they ever have. Inclusivity on decision making, I believe, has both improved outcomes and created better interdepartmental rapport. I believe we have, from top to bottom, the best team we have ever had."

"Better communication with departments from directors and CMO. The Communications Committee is more of a newsletter but employees are not informed of stuff that affects their work (directly or indirectly). For example, issues with other departments, documentation needed to do their work, consistency on procedures…"

"Communication between departments needs to be improved dramatically, especially when it comes to customer issues. Residents often get sent in a phone loop trying to find what department can help them and it leads to frustration. I feel like everybody needs to have some sort of understanding of each department, including me, especially to help out those who struggle online."

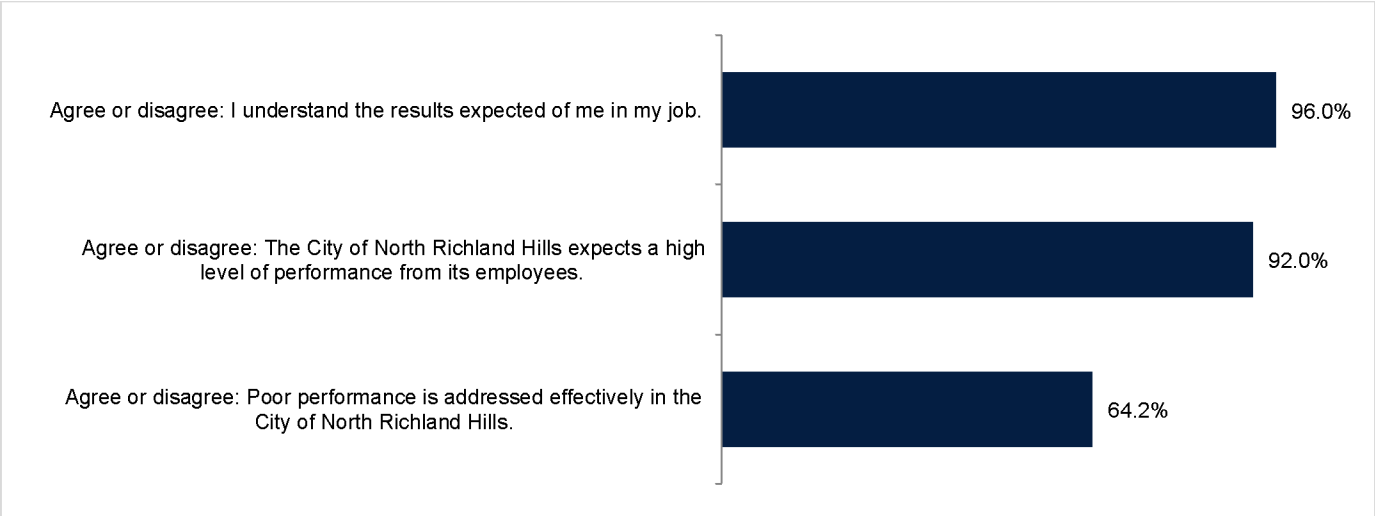
"The people I work with and their willingness to share knowledge and skills with me. Everybody wants everybody to be successful and be the best as their job that they can be."

Dimensions of communication across city staff operations are rated highly as well. A strong majority of employees feel they are kept informed with honest and open communications. While there is some opportunity to improve the chain of communication, staff overall are satisfied. Creating formalized communication plans that identify which stakeholders need to receive information when changes or updates occur may reduce any confusion and improve communications, particularly between work areas.



Evaluation

There is a clear understanding among staff what their job expectations are (96%) and most express that the city has high expectations of performance from employees. Reviewing and updating performance review processes may improve staff perceptions of evaluation effectiveness. Additionally, 360-degree evaluations can provide reciprocal opportunities to ensure feedback is shared both upward and downward within the city.



Leadership

Leadership within the city is rated as effective and responsive to the needs of employees by over 80% of staff. Many cite that leadership within the city and in their individual work groups are effective. While there are some concerns about leaders at different levels, many cite that leadership is strong and working toward providing a positive workplace for staff.



"What I like most about working for the City of North Richland Hills is the strong leadership, the sense of community, open communication, and the support everyone gives each other. It really feels like a team where people care and work together to make a difference."

"The tight-knit, inviting work environment. The new leadership team appears truly invested in cultivating a positive working environment, which will, in turn, translate into excellent customer service for our community members."

Safety, Training, and Preparation

Staff overall report feeling that their work area is safe and work is well-organized. Additionally, a strong majority of staff feel they have the resources and training they need to do their job well and most report not having significant barriers. They report that learning and development opportunities are presented, and they receive valuable feedback to improve during the year. Overall, the city is fostering a growth-centered environment and providing the resources to do so. To continue on this trend, individual supervisors should seek direct feedback from staff on areas of desired growth, gaps in training, and any barriers that are preventing effective job performance.



Customer Focus

Public sector employees, especially in local government, feel a strong sense of purpose from their positions serving municipalities and North Richland Hills staff are no exception. Notably, city staff evaluate that the city is very customer focused, provides a high-quality customer experience, resolve problems quickly, and operates ethically. They recognized commitment among their fellow coworkers to this shared mission of providing high-quality service to residents.



"The employees within the City of NRH truly care about each other and serving the community. Professionalism and a fun work place can be achieved and NRH reflect that culture."

Project: City of North Richland Hills – 2025 Employee Survey
Field Dates: August 26 – September 22, 2025
Universe: City of North Richland Hills employees
Language: English and Spanish
N: 274

We are Probolsky Research a national opinion research organization and we are conducting this survey on behalf of the City of North Richland Hills. Your opinions are important, and your responses are confidential.

Please answer all questions based on how you feel today.

1. Agree or disagree: I am satisfied with my job at the City of North Richland Hills.

Agree [NET]	**89.4%**
Strongly agree	*55.1%*
Somewhat agree	*34.3%*
Disagree [NET]	**8.8%**
Somewhat disagree	*6.2%*
Strongly disagree	*2.6%*
Unsure	**1.8%**

2. Agree or disagree: I have opportunities to have my ideas adopted and put into use.

Agree [NET]	**85.4%**
Strongly agree	*46.0%*
Somewhat agree	*39.4%*
Disagree [NET]	**12.0%**
Somewhat disagree	*6.6%*
Strongly disagree	*5.5%*
Unsure	**2.6%**

3. Agree or disagree: In the City of North Richland Hills, decisions are generally made at the lowest level appropriate.

Agree [NET]	**47.8%**
Strongly agree	*10.2%*
Somewhat agree	*37.6%*
Disagree [NET]	**35.0%**
Somewhat disagree	*20.1%*
Strongly disagree	*15.0%*
Unsure	**17.2%**

4. Agree or disagree: I have a good understanding of my work group's goals and objectives.

Agree [NET]	**95.6%**
Strongly agree	*72.6%*
Somewhat agree	*23.0%*
Disagree [NET]	**4.0%**
Somewhat disagree	*3.3%*
Strongly disagree	*0.7%*
Unsure	**0.4%**

5. Agree or disagree: I believe that the City of North Richland Hills will be successful over the next 2-3 years.

Agree [NET]	**88.3%**
Strongly agree	*55.1%*
Somewhat agree	*33.2%*
Disagree [NET]	**8.0%**
Somewhat disagree	*7.3%*
Strongly disagree	*0.7%*
Unsure	**3.6%**

6. Agree or disagree: My work group receives high quality support from other parts of the City of North Richland Hills we depend on.

Agree [NET]	**79.9%**
Strongly agree	*43.8%*
Somewhat agree	*36.1%*
Disagree [NET]	**17.9%**
Somewhat disagree	*12.4%*
Strongly disagree	*5.5%*
Unsure	**2.2%**

7. Agree or disagree: There is good cooperation and teamwork within my work group.

Agree [NET]	**93.1%**
Strongly agree	*68.2%*
Somewhat agree	*24.8%*
Disagree [NET]	**5.1%**
Somewhat disagree	*2.9%*
Strongly disagree	*2.2%*
Unsure	**1.8%**

8. Agree or disagree: There is effective sharing of ideas and resources across the City of North Richland Hills.

Agree [NET]	**71.2%**
Strongly agree	*31.0%*
Somewhat agree	*40.1%*
Disagree [NET]	**19.0%**
Somewhat disagree	*14.6%*
Strongly disagree	*4.4%*
Unsure	**9.9%**

9. Agree or disagree: There is good communication between departments in the City of North Richland Hills.

Agree [NET]	**65.7%**
Strongly agree	*21.2%*
Somewhat agree	*44.5%*
Disagree [NET]	**27.7%**
Somewhat disagree	*17.9%*
Strongly disagree	*9.9%*
Unsure	**6.6%**

10. Agree or disagree: I have the opportunity to partner with co-workers outside of my workgroup.

Agree [NET]	**73.7%**
Strongly agree	*31.8%*
Somewhat agree	*42.0%*
Disagree [NET]	**17.2%**
Somewhat disagree	*12.8%*
Strongly disagree	*4.4%*
Unsure	**9.1%**

11. Agree or disagree: The City of North Richland Hills is open and honest in communications with employees.

Agree [NET]	**78.1%**
Strongly agree	*42.0%*
Somewhat agree	*36.1%*
Disagree [NET]	**19.0%**
Somewhat disagree	*12.8%*
Strongly disagree	*6.2%*
Unsure	**2.9%**

12. Agree or disagree: The City of North Richland Hills operates in an ethical manner.

Agree [NET]	**89.1%**
Strongly agree	*63.1%*
Somewhat agree	*25.9%*
Disagree [NET]	**6.9%**
Somewhat disagree	*5.1%*
Strongly disagree	*1.8%*
Unsure	**4.0%**

13. Agree to disagree: The City of North Richland Hills has effective leaders.

Agree [NET]	**88.0%**
Strongly agree	*53.6%*
Somewhat agree	*34.3%*
Disagree [NET]	**8.4%**
Somewhat disagree	*5.5%*
Strongly disagree	*2.9%*
Unsure	**3.6%**

14. Agree or disagree: The leadership at the City of North Richland Hills is responsive to the needs of employees.

Agree [NET]	**82.1%**
Strongly agree	*47.8%*
Somewhat agree	*34.3%*
Disagree [NET]	**13.9%**
Somewhat disagree	*9.5%*
Strongly disagree	*4.4%*
Unsure	**4.0%**

15. Agree or disagree: There are no significant barriers at work to doing my job well.

Agree [NET]	**80.3%**
Strongly agree	*44.9%*
Somewhat agree	*35.4%*
Disagree [NET]	**18.2%**
Somewhat disagree	*12.0%*
Strongly disagree	*6.2%*
Unsure	**1.5%**

16. Agree or disagree: My job provides opportunities to do challenging and interesting work.

Agree [NET]	**93.1%**
Strongly agree	*68.6%*
Somewhat agree	*24.5%*
Disagree [NET]	**5.8%**
Somewhat disagree	*5.1%*
Strongly disagree	*0.7%*
Unsure	**1.1%**

17. Agree or disagree: My job makes good use of my skills and abilities.

Agree [NET]	**90.5%**
Strongly agree	*65.7%*
Somewhat agree	*24.8%*
Disagree [NET]	**8.0%**
Somewhat disagree	*5.5%*
Strongly disagree	*2.6%*
Unsure	**1.5%**

18. Agree or disagree: The work I do makes a difference to the City of North Richland Hills.

Agree [NET]	**94.2%**
Strongly agree	*69.7%*
Somewhat agree	*24.5%*
Disagree [NET]	**2.6%**
Somewhat disagree	*2.2%*
Strongly disagree	*0.4%*
Unsure	**3.3%**

19. Agree or disagree: I know and understand the City's Core Values.

Agree [NET]	**96.0%**
Strongly agree	*71.5%*
Somewhat agree	*24.5%*
Disagree [NET]	**2.6%**
Somewhat disagree	*2.6%*
Strongly disagree	*0.0%*
Unsure	**1.5%**

20. Agree or disagree: I think the City of North Richland Hills is a great place to work.

Agree [NET]	**93.1%**
Strongly agree	*62.0%*
Somewhat agree	*31.0%*
Disagree [NET]	**5.1%**
Somewhat disagree	*4.7%*
Strongly disagree	*0.4%*
Unsure	**1.8%**

21. Agree or disagree: I feel motivated to do more than is required of me.

Agree [NET]	**85.8%**
Strongly agree	*60.2%*
Somewhat agree	*25.5%*
Disagree [NET]	**12.8%**
Somewhat disagree	*7.7%*
Strongly disagree	*5.1%*
Unsure	**1.5%**

22. Agree or disagree: I feel proud to work for the City of North Richland Hills.

Agree [NET]	**93.1%**
Strongly agree	*67.5%*
Somewhat agree	*25.5%*
Disagree [NET]	**4.4%**
Somewhat disagree	*4.4%*
Strongly disagree	*0.0%*
Unsure	**2.6%**

23. Agree or disagree: The City of North Richland Hills expects a high level of performance from its employees.

Agree [NET]	**92.0%**
Strongly agree	*66.8%*
Somewhat agree	*25.2%*
Disagree [NET]	**5.8%**
Somewhat disagree	*4.0%*
Strongly disagree	*1.8%*
Unsure	**2.2%**

24. Agree or disagree: Poor performance is addressed effectively in the City of North Richland Hills.

Agree [NET]	**64.2%**
Strongly agree	*25.9%*
Somewhat agree	*38.3%*
Disagree [NET]	**28.1%**
Somewhat disagree	*18.6%*
Strongly disagree	*9.5%*
Unsure	**7.7%**

25. Agree or disagree: The feedback I receive during the year helps me develop and improve.

Agree [NET]	**83.9%**
Strongly agree	*53.3%*
Somewhat agree	*30.7%*
Disagree [NET]	**12.0%**
Somewhat disagree	*7.3%*
Strongly disagree	*4.7%*
Unsure	**4.0%**

26. Agree or disagree: I understand the results expected of me in my job.

Agree [NET]	**96.0%**
Strongly agree	*75.2%*
Somewhat agree	*20.8%*
Disagree [NET]	**3.3%**
Somewhat disagree	*2.9%*
Strongly disagree	*0.4%*
Unsure	**0.7%**

27. Agree or disagree: The City of North Richland Hills is customer focused (always seeking to understand and meet customer needs).

Agree [NET]	**92.7%**
Strongly agree	*63.5%*
Somewhat agree	*29.2%*
Disagree [NET]	**4.4%**
Somewhat disagree	*2.6%*
Strongly disagree	*1.8%*
Unsure	**2.9%**

28. Agree or disagree: The people in my work group are committed to delivering highly quality services and customer experiences.

Agree [NET]	**94.2%**
Strongly agree	*74.8%*
Somewhat agree	*19.3%*
Disagree [NET]	**4.4%**
Somewhat disagree	*3.6%*
Strongly disagree	*0.7%*
Unsure	**1.5%**

29. Agree or disagree: The City of North Richland Hills provides a high-quality customer experience.

Agree [NET]	**92.3%**
Strongly agree	*61.7%*
Somewhat agree	*30.7%*
Disagree [NET]	**4.7%**
Somewhat disagree	*4.0%*
Strongly disagree	*0.7%*
Unsure	**2.9%**

30. Agree or disagree: We resolve customer problems quickly and effectively.

Agree [NET]	**91.2%**
Strongly agree	*58.0%*
Somewhat agree	*33.2%*
Disagree [NET]	**4.0%**
Somewhat disagree	*3.3%*
Strongly disagree	*0.7%*
Unsure	**4.7%**

31. Agree or disagree: I have the resources I need to do my job effectively.

Agree [NET]	**86.9%**
Strongly agree	*45.6%*
Somewhat agree	*41.2%*
Disagree [NET]	**12.4%**
Somewhat disagree	*8.0%*
Strongly disagree	*4.4%*
Unsure	**0.7%**

32. Agree or disagree: There are enough people to do the work in my work group.

Agree [NET]	**58.8%**
Strongly agree	*25.2%*
Somewhat agree	*33.6%*
Disagree [NET]	**39.1%**
Somewhat disagree	*19.7%*
Strongly disagree	*19.3%*
Unsure	**2.2%**

33. Agree or disagree: I receive recognition when I do a good job.

Agree [NET]	**75.5%**
Strongly agree	*45.6%*
Somewhat agree	*29.9%*
Disagree [NET]	**21.9%**
Somewhat disagree	*13.1%*
Strongly disagree	*8.8%*
Unsure	**2.6%**

34. Agree or disagree: I am treated with respect as an individual.

Agree [NET]	**91.2%**
Strongly agree	*69.3%*
Somewhat agree	*21.9%*
Disagree [NET]	**7.7%**
Somewhat disagree	*5.5%*
Strongly disagree	*2.2%*
Unsure	**1.1%**

35. Agree or disagree: The City of North Richland Hills supports me in achieving a reasonable balance between my work life and my personal life.

Agree [NET]	**86.5%**
Strongly agree	*59.9%*
Somewhat agree	*26.6%*
Disagree [NET]	**12.0%**
Somewhat disagree	*7.3%*
Strongly disagree	*4.7%*
Unsure	**1.5%**

36. Agree or disagree: I have good opportunities for learning and development at the City of North Richland Hills.

Agree [NET]	**85.8%**
Strongly agree	*48.2%*
Somewhat agree	*37.6%*
Disagree [NET]	**11.3%**
Somewhat disagree	*8.4%*
Strongly disagree	*2.9%*
Unsure	**2.9%**

37. Agree or disagree: The City of North Richland Hills provides training so that I can perform my present job well.

Agree [NET]	**85.4%**
Strongly agree	*52.2%*
Somewhat agree	*33.2%*
Disagree [NET]	**12.4%**
Somewhat disagree	*9.1%*
Strongly disagree	*3.3%*
Unsure	**2.2%**

38. Agree or disagree: The City of North Richland Hills values and promotes employee diversity.

Agree [NET]	**82.1%**
Strongly agree	*51.5%*
Somewhat agree	*30.7%*
Disagree [NET]	**5.8%**
Somewhat disagree	*3.3%*
Strongly disagree	*2.6%*
Unsure	**12.0%**

39. Agree or disagree: My work area is safe.

Agree [NET]	**92.7%**
Strongly agree	*71.9%*
Somewhat agree	*20.8%*
Disagree [NET]	**5.5%**
Somewhat disagree	*4.0%*
Strongly disagree	*1.5%*
Unsure	**1.8%**

40. Agree or disagree: The City of North Richland Hills shows care and concern for its employees.

Agree [NET]	**87.2%**
Strongly agree	*57.7%*
Somewhat agree	*29.6%*
Disagree [NET]	**10.6%**
Somewhat disagree	*7.3%*
Strongly disagree	*3.3%*
Unsure	**2.2%**

41. Agree or disagree: I work in a positive work environment.

Agree [NET]	**88.7%**
Strongly agree	*59.1%*
Somewhat agree	*29.6%*
Disagree [NET]	**10.2%**
Somewhat disagree	*6.2%*
Strongly disagree	*4.0%*
Unsure	**1.1%**

42. Agree or disagree: I am kept informed about matters that affect me.

Agree [NET]	**81.0%**
Strongly agree	*42.3%*
Somewhat agree	*38.7%*
Disagree [NET]	**17.5%**
Somewhat disagree	*11.7%*
Strongly disagree	*5.8%*
Unsure	**1.5%**

43. Agree or disagree: The work is well organized in my work group.

Agree [NET]	**87.2%**
Strongly agree	*51.5%*
Somewhat agree	*35.8%*
Disagree [NET]	**12.0%**
Somewhat disagree	*6.9%*
Strongly disagree	*5.1%*
Unsure	**0.7%**

44. Agree or disagree: The City of North Richland Hills is effectively organized and structured.

Agree [NET]	**81.0%**
Strongly agree	*43.8%*
Somewhat agree	*37.2%*
Disagree [NET]	**13.5%**
Somewhat disagree	*10.6%*
Strongly disagree	*2.9%*
Unsure	**5.5%**

45. Agree or disagree: When changes are made where I work, communications are handled well.

Agree [NET]	**78.1%**
Strongly agree	*39.1%*
Somewhat agree	*39.1%*
Disagree [NET]	**21.2%**
Somewhat disagree	*13.1%*
Strongly disagree	*8.0%*
Unsure	**0.7%**

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** October 27, 2025

SUBJECT: Discuss proposed work plan for development-related ordinance updates.

PRESENTER: Cori Reaume, Planning Director

SUMMARY:

The purpose of this item is to present to the City Council the tentative work plan for development-related ordinance updates.

GENERAL DESCRIPTION:

Staff have begun to work with the Planning & Zoning Commission on a number of ordinance updates. Ordinances on the list have been identified by staff for a number of reasons, including:

- Lack of clarity or interpretation of the code, causing confusion for reviewers and/or applicants;
- Noncompliance with state law changes; and
- Ordinances for which variances are often granted, indicating the ordinance may be outdated or no longer applicable.

This has been presented to the Planning & Zoning Commission, who have begun the process of reviewing ordinances with staff. At this time, staff welcomes feedback on priority items or additional ordinance updates which may need to be included in the work plan.

CITY COUNCIL MEMORANDUM

FROM:	The Office of the City Manager	**DATE:**	October 27, 2025
SUBJECT:	Discuss submission of application to Electric Vehicle Infrastructure Call for Projects.		
PRESENTER:	Cori Reaume, Planning Director		

SUMMARY:

The purpose of this item is to discuss a grant application by the city related to electric vehicle charging station infrastructure.

GENERAL DESCRIPTION:

The North Central Texas Council of Governments is conducting an EV Infrastructure Call for Projects to select public sector properties on which to build EV charging stations. This is funded through the Federal Highway Administration, with a total of $15 million to award locally.

Federal funds would be used for 80% of the initial infrastructure costs and up to 20% of the operations and maintenance costs on selected projects. The remainder of both the up front capital, as well as the ongoing operational expense, would be funded by the selected EV charging station vendor.

Staff would like to present the proposed location(s) for submission, and to discuss the timeline and extent of the City's responsibilities, if selected.

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** October 27, 2025

SUBJECT: Approve minutes of the October 13, 2025 City Council meeting.

PRESENTER: Alicia Richardson, City Secretary/Chief Governance Officer

SUMMARY:

The minutes are listed on the consent agenda and approved by majority vote of Council at the City Council meetings.

GENERAL DESCRIPTION:

The City Secretary's Office prepares action minutes for each City Council meeting. The minutes for the previous meeting are placed on the consent agenda for review and approval by the City Council, which contributes to a time-efficient meeting. Upon approval of the minutes, an electronic copy will be uploaded to the City's website.

RECOMMENDATION:

Approve the minutes of the October 13, 2025 City Council meeting.

MINUTES OF THE WORK SESSION AND REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS
HELD IN THE CITY HALL 4301 CITY POINT DRIVE
OCTOBER 13, 2025

WORK SESSION

The City Council of the City of North Richland Hills, Texas met in work session on the 13th day of October at 5:00 p.m. in the Council Workroom prior to the 7:00 p.m. regular City Council meeting.

Present:	Jack McCarty	Mayor
	Cecille Delaney	Place 1
	Ricky Rodriguez	Place 2
	Danny Roberts	Place 3
	Matt Blake	Place 4
	Billy Parks	Place 5
	Russ Mitchell	Place 6
	Kelvin Deupree	Mayor Pro Tem, Place 7
Staff Members:	Paulette Hartman	City Manager
	Trudy Lewis	Assistant City Manager
	Caroline Waggoner	Assistant City Manager
	Alicia Richardson	City Secretary/Chief Governance Officer
	Bradley A. Anderle	City Attorney

CALL TO ORDER

Mayor McCarty called the meeting to order at 5:00 p.m.

1. DISCUSS ITEMS FROM REGULAR CITY COUNCIL MEETING.

Council member Blake inquired about items C.1 (ZC23-0064) and C.3 (ZC25-0143), both special use permits for accessory dwelling units. He asked whether the requests were consistent with similar cases previously approved by the City Council that slightly exceeded standard allowances. City Council and staff discussed accessory dwelling unit requests and the special use permit (SUP) process.

2. DISCUSS ADVISORY COMMITTEE ON SENIOR AFFAIRS.

City Secretary/Chief Governance Officer Alicia Richardson presented a timeline and draft ordinance to City Council, highlighting the ordinance's purpose, committee membership, and meeting structure. City Council provided the following direction

regarding committee membership: a City Council liaison, appointed by the Mayor, will serve as an alternate member; ex-officio members from local organizations will serve on the committee; membership terms will align with City Council places; and members may serve no more than three consecutive terms. Representatives from local churches will rotate and provide presentations to the committee.

3. PRESENTATION OF 2025 CITIZEN SURVEY SCHEDULE.

City Manager Paulette Hartman presented an overview of the 2025 Citizen Survey, which will be conducted by Onpointe Insights, the firm was selected through the City's bidding process. The survey will open in the last week of October and close before Thanksgiving. Results will be presented to the City Council during a January 2026 work session and made available on the City's online dashboard. City Council and staff discussed methods for notifying the public and ensuring accessibility of the survey results.

4. REVIEW AND DISCUSS UPDATES TO SHORT-TERM RENTAL ORDINANCES.

Director of Planning Cori Reaume reviewed how staff will present the short-term rental items during the regular meeting. She explained the content and distinctions between Ordinance No. 3922, Ordinance No. 3922-A, and Ordinance No. 3922-B.

FUTURE AGENDA ITEM(S)

Council member Blake requested a future agenda to discuss the processing of accessory dwelling unit (ADU) applications. Ms. Hartman confirmed that ADUs are on the Planning Department's list of topics to address. There being no opposition, staff will place the item on a future work session.

Mayor McCarty requested a future agenda item to discuss Colorado Boulevard, including the City's process of limiting access. Assistant City Manager Caroline Waggoner shared that staff is gathering data and will place an item on a future meeting for discussion. There being no opposition, staff will place the item on a future work session.

EXECUTIVE SESSION

1. **SECTION 551.071: CONSULTATION WITH THE CITY ATTORNEY TO SEEK ADVICE ABOUT PENDING OR CONTEMPLATED LITIGATION OR ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THE OPEN MEETINGS ACT - (1) CITY OF NORTH RICHLAND HILLS V. MANUEL FINANCIAL NO. 2, LLC ET AL, CASE NO. CC240015, MUNICIPAL COURT NO. 2, CITY OF NORTH RICHLAND HILLS, TARRANT COUNTY, TEXAS; (2) CITY OF NORTH RICHLAND HILLS V. MANUEL OLDSMOBILE, INC., CASE NO. CC240019, MUNICIPAL COURT NO. 2, CITY OF NORTH RICHLAND HILLS, TARRANT COUNTY, TEXAS; (3) JESSIE GOODFELLOW VS. CITY OF NORTH RICHLAND HILLS, ET AL, CAUSE NO. 352-366545-25; AND (4) SHORT TERM RENTAL REGULATIONS.**

2. **SECTION 551.087: DELIBERATION REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE GOVERNMENTAL BODY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE GOVERNMENTAL BODY SEEKS TO HAVE LOCATE, STAY, OR EXPAND IN OR NEAR THE TERRITORY OF THE CITY AND WITH WHICH THE GOVERNMENTAL BODY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS OR REGARDING THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO SUCH A BUSINESS PROSPECT - 4401 CITY POINT DRIVE AND 8800 MID CITIES BOULEVARD.**

Mayor McCarty announced at 5:44 p.m. that the City Council would adjourn into Executive Session as authorized by Chapter 551, Texas Government Code, specifically, Section 551.071: Consultation with the City Attorney to seek advice about pending or contemplated litigation or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act - (1) City of North Richland Hills v. Manuel Financial No. 2, LLC et al, Case No. CC240015, Municipal Court No. 2, City of North Richland Hills, Tarrant County, Texas; (2) City of North Richland Hills v. Manuel Oldsmobile, Inc., Case No. CC240019, Municipal Court No. 2, City of North Richland Hills, Tarrant County, Texas; (3) Jessie Goodfellow vs. City of North Richland Hills, et al, Cause No. 352-366545-25; and (4) short term rental regulations and Section 551.087: Deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the City and with which the governmental body is conducting economic development negotiations or regarding the offer of a financial or other incentive to such a business prospect - 4401 City Point Drive and 8800 Mid Cities Boulevard. Executive Session began at 5:50 p.m. and concluded at 7:08 p.m.

Mayor McCarty announced at 7:08 p.m. that City Council would convene to the regular City Council meeting.

REGULAR MEETING

A. CALL TO ORDER

Mayor McCarty called the meeting to order October 13, 2025 at 7:14 p.m.

Present:	Jack McCarty	Mayor
	Cecille Delaney	Place 1
	Ricky Rodriguez	Place 2
	Danny Roberts	Place 3
	Matt Blake	Place 4
	Billy Parks	Place 5
	Russ Mitchell	Place 6
	Kelvin Deupree	Mayor Pro Tem, Place 7
Staff Members:	Paulette Hartman	City Manager
	Alicia Richardson	City Secretary/Chief Governance Officer
	Bradley A. Anderle	City Attorney

A.1 INVOCATION

Council member Blake gave the invocation.

A.2 PLEDGE

Council member Blake led the Pledge of Allegiance to the United States and Texas flags.

A.3 SPECIAL PRESENTATION(S) AND RECOGNITION(S)

A.3.1 RECOGNITION OF DON BUEHRER, POLICE DEPARTMENT VIP PROGRAM

Chief of Police Jeff Garner recognized and presented Don Buehrer with a plaque for serving 30,000 volunteer hours in the North Richland Hills Volunteers in Police Service (VIP) program.

A.3.2 PRESENTATION OF TRADITIONAL FINANCES AND DEBT OBLIGATION TRANSPARENCY STARS AWARDS, ACTING TEXAS COMPTROLLER KELLY HANCOCK

Acting Texas Comptroller of Public Accounts Kelly Hancock presented North Richland

Hills with two transparency star awards from the Traditional Finance and Debt Obligation Transparency Stars Program.

A.4 PUBLIC COMMENTS

There were no requests to speak from the public.

A.5 REMOVAL OF ITEM(S) FROM CONSENT AGENDA

No items were removed from the consent agenda.

B. CONSIDER APPROVAL OF CONSENT AGENDA ITEMS

APPROVED

A MOTION WAS MADE BY COUNCIL MEMBER MITCHELL, SECONDED BY COUNCIL MEMBER RODRIGUEZ TO APPROVE THE CONSENT AGENDA ITEMS AS PRESENTED.

MOTION TO APPROVE CARRIED 7-0.

B.1 APPROVE THE MINUTES OF THE SEPTEMBER 22, 2025 CITY COUNCIL MEETING.

B.2 CONSIDER AWARDING RFP 25-028, A ONE-YEAR CONTRACT WITH FOUR ADDITIONAL ONE-YEAR RENEWAL OPTIONS, TO CASCO INDUSTRIES, INC., FOR THE PURCHASE OF FIREFIGHTING CLOTHES/BUNKER GEAR IN AN ANNUAL AMOUNT NOT EXCEED $77,302.

B.3 CONSIDER RESOLUTION NO. 2025-043, FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION TO CHANGE RATES WITHIN THE CITY SHOULD BE DENIED, FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED, AND ALL MATTERS RELATED THERETO.

C. PUBLIC HEARINGS

C.1 ZC23-0064, ORDINANCE NO. 3928, PUBLIC HEARING AND CONSIDERATION OF A REQUEST FROM MARISOL PEDROZA FOR A SPECIAL USE PERMIT FOR AN ACCESSORY DWELLING UNIT AT 9200 MARTIN DRIVE, BEING 0.516 ACRES DESCRIBED AS LOTS 3 AND 4, BLOCK 1, THOMPSON PARK ESTATES.

APPROVED

Mayor McCarty opened the public hearing for ZC23-0064, Ordinance No. 3928.

Principal Planner Clayton Husband informed City Council the applicant is requesting a special use permit for 0.516 acres located at 9200 Martin Drive. The area is designated on the Comprehensive Land Use Plan as low density residential and the current zoning is R-1, single-family residential. Mr. Husband provided site photos of the property.

Applicant representative Jocelyn Pedroza, 9200 Martin Drive, presented the request and was available to answer questions.

Mr. Husband presented staff's report. The applicant is requesting a special use permit for a 995 square feet detached accessory dwelling unit that is approximately 39 feet away from the primary dwelling. The Planning and Zoning Commission, at their September 18, 2025 meeting, recommended approval of the request with a vote of 7-0.

In response to Council member Blake's question, Mr. Husband stated the accessory dwelling unit, as required, is tied to the same electric meter as the primary residence.

There being no forms submitted, Mayor McCarty asked if there was anyone in the audience wishing to speak in favor or against the item to come forward. There being no one wishing to speak, Mayor McCarty closed the public hearing.

A MOTION WAS MADE BY MAYOR PRO TEM DEUPREE, SECONDED BY COUNCIL MEMBER ROBERTS TO APPROVE ORDINANCE NO. 3928.

MOTION TO APPROVE CARRIED 7-0.

C.2 ZC25-0140, ORDINANCE NO. 3929, PUBLIC HEARING AND CONSIDERATION OF A REQUEST FROM AVID ROOFING & WATERPROOFING FOR A SPECIAL USE PERMIT FOR A CONTRACTOR'S OFFICE WITH SHOP AND GARAGE AT 5105 COMMERCIAL DRIVE, BEING 0.621 ACRES DESCRIBED LOT J, BLOCK 14, RICHLAND TERRACE ADDITION.

APPROVED

Mayor McCarty opened the public hearing for ZC25-0140, Ordinance No. 3929.

Principal Planner Clayton Husband informed City Council the applicant is requesting a special use permit for 0.621 acres located at 5105 Commercial Drive. The area is designated on the Comprehensive Land Use Plan as retail commercial and the current zoning is C-2, commercial. Mr. Husband provided site photos of the property.

Applicant representative, Dave Wasson, Avid Roofing and Waterproofing, Inc., 5105

Commercial Drive, presented the request and was available to answer questions.

Mr. Husband presented staff's report. The applicant is requesting a special use permit for a contractor's office with warehouse storage. The square footage includes 3,500 square feet for office space and 6,000 square feet for warehouse storage. The Planning and Zoning Commission, at their September 18, 2025 meeting, recommended approval of the request with a vote of 7-0.

There being no forms submitted, Mayor McCarty asked if there was anyone in the audience wishing to speak in favor or against the item to come forward. There being no one wishing to speak, Mayor McCarty closed the public hearing.

A MOTION WAS MADE BY COUNCIL MEMBER BLAKE, SECONDED BY COUNCIL MEMBER PARKS TO APPROVE ORDINANCE NO. 3929.

MOTION TO APPROVE CARRIED 7-0.

C.3 ZC25-0143, ORDINANCE NO. 3930, PUBLIC HEARING AND CONSIDERATION OF A REQUEST FROM MKG HOMES FOR A SPECIAL USE PERMIT FOR A PERMANENT ACCESSORY BUILDING AT 6809 LITTLE RANCH ROAD, BEING 1.836 ACRES DESCRIBED AS LOT 7, BLOCK 1, MORGAN MEADOWS.

APPROVED

Mayor McCarty opened the public hearing for ZC25-0143, Ordinance No. 3930.

Principal Planner Clayton Husband informed City Council the applicant is requesting a special use permit for 1.836 acres located at 6809 Little Ranch Road. The area is designated on the Comprehensive Land Use Plan as residential estate and the current zoning is RE-1, residential estate. Mr. Husband provided site photos of the property.

Applicant representative Kelly Pollard, 4107 Stonewood Drive, presented the request and was available to answer questions. Mr. Pollard stated that he is the builder and represents the property owners. The purpose of the request is to allow storage during the construction of a new home; a lift unit in the garage for vehicle storage; and a metal roof for the detached garage.

Mr. Husband presented staff's report. The applicant is requesting a special use permit for a 2,400 square foot permanent accessory building (wall height of 16-feet and 2:12 roof pitch). The Planning and Zoning Commission, at their September 18, 2025 meeting, recommended approval of the request with a vote of 7-0.

In response to Council member Blake's question, Mr. Husband confirmed that the driveway leading to the permanent accessory building is paved, as required by ordinance.

There being no forms submitted, Mayor McCarty asked if there was anyone in the audience wishing to speak in favor or against the item to come forward. There being no one wishing to speak, Mayor McCarty closed the public hearing.

A MOTION WAS MADE BY COUNCIL MEMBER BLAKE, SECONDED BY COUNCIL MEMBER MITCHELL TO APPROVE ORDINANCE NO. 3930.

MOTION TO APPROVE CARRIED 7-0.

C.4 TR25-05, ORDINANCE NO. 3922, PUBLIC HEARING AND CONSIDERATION OF CITY-INITIATED TEXT AMENDMENTS TO SECTIONS 118-1, 118-631, AND 118-633 FOR THE PURPOSE OF CONSIDERING THE ADDITION OF THE SHORT-TERM RENTAL HOUSING USE AND ADDITIONAL SHORT-TERM RENTAL REGULATIONS. CONTINUED FROM THE SEPTEMBER 8, 2025 CITY COUNCIL MEETING.

Mayor McCarty announced that the public hearing for TR25-05, Ordinance No. 3922 (C.4), was opened on September 8, 2025 and continued to the October 13, 2025 City Council meeting. Mayor McCarty opened the public hearing for TR25-06, Ordinance No. 3922-A and consolidated Ordinance No. 3922-B (C.5), to be conducted in conjunction with TR25-05. Mayor McCarty announced that staff would provide one presentation for items C.4 and C.5.

Director of Planning Cori Reaume stated that Ordinance No. 3922 includes text amendments to Section 118-1 (adding definition of short-term rental), Section 118-631 (addition of short-term rental, table of permitted uses by district), and Section 118-633 (addition of special land use regulations) for the purpose of considering the addition of the “short term rental” use and additional short-term rental regulations. Ms. Reaume stated that Ordinance No. 3922-A includes text amendments to transit oriented development (TOD) in Section 118-563 (adding definition of short-term rental), Section 118-565(c) (addition of short-term rental, schedule of uses by character zone), and Section 118-565(d) (addition of use criteria). Should the City Council wish to include the proposed text amendments as discussed, staff recommends approving consolidated Ordinance No. 3922-B. Ms. Reume reviewed recommendations of the Planning and Zoning Commission.

Mayor McCarty asked the City Secretary to call on those who completed a public meeting appearance form to speak during the public hearing.

The following individuals spoke during the public hearing: Joel Brown, 7240 Coventry Circle (opposition); Stacey Luke, 4404 Shadycreek Lane, Colleyville, Texas (opposition); Emily Page, 6121 Kessler Drive (support); Jonathan Hernandez, 4725 Greenway Court (opposition); Michael Molthan, 7201 West Nirvana Circle (opposition); Karlee Wilcox, 4600 Holiday Lane (opposition); Tracy Bennett, 3825 Scruggs Drive (opposition); Charla Anderson, 7205 Crabtree Lane (opposition); Reign Bezalel, 7547 Ridge Lane, Grand Prairie, Texas (opposition) Gopi Kantamneni, 7012 Bursey Road; Aishwasya Kantamneni, 7012 Bursey Road; Evan O'Brien, 404 Thorntree Drive, Ovilla, Texas (opposition); and Jasmine O'Brien, 404 Thorntree Drive, Ovilla, Texas (opposition).

The following individuals did not speak during the public hearing, but asked that their support for short-term rental regulations be recorded: W. Dee Johnston, 6609 Carston Court; Janice Owens, 6604 Carston Court; Deborah Dodson, 6612 Carston Court; Karen Ruff, 7920 Old Hickory Drive; Ann Johnston, 6609 Carston Court; Bonnie Woody, 6600 Carston Court; and Wade Woody, 6600 Carston Court.

The following individual, Qin Jin, 5720 Fuder Drive, McKinney, Texas, did not speak during the public hearing, but asked that their opposition to short-term rental regulations be recorded.

Mayor McCarty asked if there was anyone in the audience wishing to speak in favor or against the item to come forward. The following individuals spoke during the public hearing: Trey Hudgins, 8205 Finwick Drive (opposition); Vladimir Nalivayko, 6613 Carston Court (opposition); Wesley Oksanen, 8604 Bridge Street (support); and Roger Owens, 6604 Carston Court (support).

There being no one else wishing to speak, Mayor McCarty closed the public hearing.

City Council discussed the application and requirement of Hotel Occupancy Tax (HOT); state law that outlines remittance of Hotel Occupancy Tax; North Richland Hills legislation regarding Hotel Occupancy Tax (approved in 1987); comments received from the public regarding short-term rentals; the regulations addressing short-term rentals to protect neighborhoods; and the "grandfathering" of existing short-term rentals as long as they meet the standards and stay in compliance.

C.5 TR25-06, ORDINANCE NO. 3922-A, OR CONSOLIDATED ORDINANCE NO. 3922-B, PUBLIC HEARING AND CONSIDERATION OF CITY-INITIATED TEXT AMENDMENTS TO SECTIONS 118-563 AND 118-565 IN CHAPTER 118, "ZONING," IN DIVISION 15, "TRANSIT ORIENTED DEVELOPMENT," FOR THE PURPOSE OF CONSIDERING THE ADDITION OF SHORT-TERM RENTAL HOUSING AS AN AUTHORIZED USE AND ADDITIONAL REGULATIONS FOR SHORT-TERM RENTAL HOUSING.

APPROVED

This item was presented, and the public hearing conducted, in conjunction with item C.4.

A MOTION WAS MADE BY COUNCIL MEMBER BLAKE, SECONDED BY COUNCIL MEMBER ROBERTS TO APPROVE ORDINANCE NO. 3922-B, WITH GRAMMATICAL CORRECTIONS, AND EXCLUSION OF TOWN CENTER DESIGNATION AS RECOMMENDED BY THE PLANNING AND ZONING COMMISSION.

MOTION TO APPROVE CARRIED 7-0.

D. PLANNING AND DEVELOPMENT

D.1 CONSIDER ORDINANCE NO. 3925, AMENDING CHAPTER 18, ARTICLE XII, "RENTAL HOUSING," TO ADOPT SHORT-TERM RENTAL REGULATIONS.

APPROVED

Mayor McCarty announced that items D.1 and D.2 would be presented together, but that City Council would take separate action on each item.

City Council received a presentation from Director of Planning Cori Reaume.

A MOTION WAS MADE BY COUNCIL MEMBER PARKS, SECONDED BY COUNCIL MEMBER BLAKE TO APPROVE ORDINANCE NO. 3925, AMENDING SECTION 1 TO AMEND THE DEFINITION OF MAXIMUM OCCUPANCY RATE IN SECTION 18-941 TO READ AS FOLLOWS: MAXIMUM OCCUPANCY RATE MEANS NO MORE THAN TWO PERSONS PER BEDROOM, PLUS TWO ADDITIONAL PERSONS, BUT IN NO EVENT SHALL OCCUPANCY EXCEED 14 PERSONS TOTAL, INCLUDING CHILDREN, REGARDLESS OF THE NUMBER OF BEDROOMS, SAVE AND EXCEPT MULTIFAMILY RESIDENTIAL BUILDINGS AND HOTELS AND MOTELS AND ORDINANCE TO BE EFFECTIVE 30 DAYS AFTER ADOPTION.

MOTION TO APPROVE CARRIED 7-0.

D.2 CONSIDER ORDINANCE NO. 3926, AMENDING THE MASTER FEE SCHEDULE TO INCLUDE SHORT-TERM RENTAL ANNUAL REGISTRATION FEES.

APPROVED

This item was presented in conjunction with item D.1.

A MOTION WAS MADE BY COUNCIL MEMBER ROBERTS, SECONDED BY COUNCIL MEMBER DELANEY TO APPROVE ORDINANCE NO. 3926.

MOTION TO APPROVE CARRIED 7-0.

E. PUBLIC WORKS

There were no items for this category.

F. CITIZENS PRESENTATION

President and CEO of the Community Enrichment Center Bryan Downer, 6521 Harmonson Road, provided an update on the Community Enrichment Center Food Pantry.

G. GENERAL ITEMS

G.1 CONSIDER RESOLUTION NO. 2025-042, NOMINATING CANDIDATE(S) TO THE TARRANT COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS.

APPROVED

City Council received a presentation from City Manager Paulette Hartman.

A MOTION WAS MADE BY COUNCIL MEMBER RODRIGUEZ, SECONDED BY COUNCIL MEMBER MITCHELL TO APPROVE RESOLUTION NO. 2025-042, NOMINATING MICHAEL S. ALFRED.

MOTION TO APPROVE CARRIED 7-0.

G.2 CONSIDER A PROFESSIONAL SERVICES AGREEMENT FOR THE OPEN REWARDS SHOP LOCAL PROGRAM TO BLUDOT TECHNOLOGIES, INC. IN AN AMOUNT NOT TO EXCEED $104,740.

APPROVED

City Council received a presentation from Director of Economic Development Craig Hulse.

A MOTION WAS MADE BY COUNCIL MEMBER MITCHELL, SECONDED BY MAYOR PRO TEM DEUPREE TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH BLUDOT TECHNOLOGIES, INC. IN AN AMOUNT NOT TO EXCEED $104,740.

MOTION TO APPROVE CARRIED 7-0.

G.3 CONSIDER AWARD OF BID 25-034 TO RELIEF SERVICES FOR VETERINARY PRACTITIONERS (RSVP) FOR VETERINARIAN SERVICES AUTHORIZE THE CITY MANAGER TO EXECUTE THE ONE-YEAR CONTRACT FOR AN ANNUAL AMOUNT NOT TO EXCEED $76,000, WITH FOUR ADDITIONAL ONE-YEAR RENEWAL OPTIONS.

APPROVED

City Council received a presentation from Managing Director of Community Development Stefanie Martinez.

A MOTION WAS MADE BY MAYOR PRO TEM DEUPREE, SECONDED BY COUNCIL MEMBER RODRIGUEZ TO AWARD BID 25-034 TO RELIEF SERVICES FOR VETERINARY PRACTITIONERS (RSVP) FOR VETERINARIAN SERVICES AT THE ANIMAL ADOPTION AND RESCUE CENTER AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE ONE-YEAR CONTRACT FOR AN ANNUAL AMOUNT NOT TO EXCEED $76,000, WITH FOUR ADDITIONAL ONE-YEAR RENEWAL OPTIONS.

MOTION TO APPROVE CARRIED 7-0.

H. EXECUTIVE SESSION ITEMS - CITY COUNCIL MAY TAKE ACTION ON ANY ITEM DISCUSSED IN EXECUTIVE SESSION LISTED ON WORK SESSION AGENDA

APPROVED

Mayor McCarty announced there was action necessary as the result of discussion in Executive Session pursuant to Section 551.071: Consultation with the City Attorney to seek advice about pending or contemplated litigation or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act - City of North Richland Hills v. Manuel Financial No. 2, LLC et al, Case No. CC240015, Municipal Court No. 2, City of North Richland Hills, Tarrant County, Texas; and City of North Richland Hills v. Manuel Oldsmobile, Inc., Case No. CC240019, Municipal Court No. 2, City of North Richland Hills, Tarrant County, Texas.

A MOTION WAS MADE BY COUNCIL MEMBER BLAKE, SECONDED BY COUNCIL MEMBER RODRIGUEZ TO APPROVE THE COMPROMISE SETTLEMENT AGREEMENT IN CASE NO. CC240015 AND CASE NO. CC240019 IN THE MUNICIPAL COURT NO. 2 IN THE CITY OF NORTH RICHLAND HILLS, AS DISCUSSED IN EXECUTIVE SESSION.

MOTION TO APPROVE CARRIED 7-0.

I. INFORMATION AND REPORTS

I.1 ANNOUNCEMENTS

Council member Parks made the following announcements.

Fall at the Hall continues with more family-friendly events on the City Hall Plaza. Join us this Saturday, October 18, for a screening of the movie Hocus Pocus. Seating will start at 6:00 p.m. and the movie begins at dusk, around 7:00 p.m. Then come back on Saturday, October 25 for the Pumpkin Point Fall Festival from 5:00 p.m. to 8:00 p.m. with carnival-style games, crafts, a costume parade, and more. Visit the City's website or contact the Parks Department for details.

Volunteers will be working across North Richland Hills this Saturday, October 18, for the annual Neighborhood Initiative Fix It Blitz. This event assists neighbors in need with exterior home repairs and yard work. If you see volunteers working in your neighborhood, be sure to stop and tell them thank you. To learn more about this program, visit the city's website or contact the Neighborhood Services Department.

Early voting for the November 4 election starts Monday, October 20 and continues through Friday, October 31. North Richland Hills voters will decide on 6 amendments to the City Charter, 17 amendments to the State Constitution and the Texas Senate District 9 race. North Richland Hills City Hall and the Northeast Tarrant County Courthouse are early voting locations. You can find more information on the City's website.

Kudos Korner - Stephanie East in Neighborhood Services - A business owner took time to leave a 5- star review online after calling Stephanie with questions regarding health regulations. She stated that Stephanie was very helpful and nice. "She instructed me on how I can renew my food handler license. I really appreciate her for taking the time to assist me." Keep up the great work!

J. ADJOURNMENT

Mayor McCarty adjourned the meeting at 9:59 p.m.

_____
Jack McCarty, Mayor

ATTEST:

_____
Alicia Richardson
City Secretary/Chief Governance Officer

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** October 27, 2025

SUBJECT: Authorize the continued annual purchase of cybersecurity managed detection and response assessment and services utilizing the State of Texas Department of Information Resources (DIR) Contract DIR-CPO-5687 with Freeit Data Solutions, Inc. in an amount not to exceed $200,000 annually through May 19, 2031.

PRESENTER: Amy Stephens, Director Information Technology

SUMMARY:

Staff requests City Council to consider approving the continued annual purchase of cybersecurity managed detection and response assessment and services resold by Freeit Data Solutions, Inc., not to exceed $200,000 annually through May 19, 2031, and priced through DIR-CPO-5687.

GENERAL DESCRIPTION:

Freeit Data Solutions, Inc. is an authorized reseller of turnkey solutions including software, hardware and services from over 300 brands. Cybersecurity managed detection and response (MDR) assessment and services have been utilized by the City on an annual basis since 2022. Staff is requesting to continue purchasing an MDR using DIR-CPO-5687. The DIR contract's term is through May 19, 2027 with automatic renewals of one (1) optional two-year renewal and two (2) optional one-year renewals, ultimately expiring May 19, 2031

With the increased threat of a cyber-attack in today's world, it is critical to continue using a solution to defend the city's digital infrastructure. MDR solutions significantly reduces mean time to detect and contain threats, minimizing the risk of costly breaches and operational downtime, ensuring the integrity and resilience of essential city services.

Freeit Data Solutions, Inc. participates in the State of Texas Department of Information Resources cooperative purchasing program. By participating in the DIR cooperative purchasing program the city meets all state competitive bidding requirements for this purchase.

Funding for this purchase is included as part of the Fiscal Year 2026 Adopted Operating Budget. As long as funds are appropriated in the city's annual budget each year, payments for this purchase shall be authorized for the current budget year and each remaining renewal year covered under the applicable maintenance and support

agreement, plus the standard percentage increases as authorized under the applicable maintenance agreement. As long as the terms and conditions of the contract do not change the remaining renewals will not require additional City Council approval.

RECOMMENDATION:

Authorize the continued annual purchase of cybersecurity managed detection and response assessment and services utilizing the State of Texas Department of Information Resources (DIR) Contract DIR-CPO-5687 with Freeit Data Solutions, Inc. in an amount not to exceed $200,000 annually through May 19, 2031.

Freeit™
DATA SOLUTIONS

Contract No:	DIR-CPO-5687
TAX ID#:	27-2209002
Term:	NET 30
FOB:	Destination

City of North Richland Hills
Amy Stephens
4301 City Point Dr
North Richland Hills, TX 76180
(817) 427-6246
astephens@nrhtx.com

Quote Number: 562456061
Quote Date: 10/13/2025
Expiration Date: 10/31/2025

Freeit Data Solutions, Inc.
P.O. Box 1572
Austin, TX 78767
PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact:	Leslie Spinks
(512) 818-9650	Leslie@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
Rapid7 - 1yr Term				
Subscription				
800	MTC-ADV-SUB	Managed Threat Complete - Advanced Subscription	$159.83	$127,864.00
800	RANSOM-PREV-SUB	Ransomware Prevention Subscription	$3.13	$2,504.00
		Subscription Period Duration: 12 Months		

List Total:	$183,200.00
DIR Discounted Total:	$177,704.00
Shipping and Tax not applicable:	$0.00
Additional Discount:	($47,336.00)
Grand Total:	$130,368.00

Customer Signature of Acceptance **Date** **PO#**

By signature or issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at https://dir.texas.gov/contracts/DIR-CPO-5687 and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

NORTH RICHLAND HILLS

(APPENDIX H TO THE PURCHASING POLICY AND PROCEDURES MANUAL)
CITY OF NORTH RICHLAND HILLS
COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement** (**"Customer Agreement"**) is entered into by and between **Freeit Data Solutions, Inc.** (**"Reseller"**), an authorized Reseller of **Carahsoft Technology Corporation** (**"Vendor"**) and the **City of North Richland Hills,** (**"Customer"** or **"Authorized Customer"**), a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the **Texas Department of Information Resources** ("Cooperative Entity") and Vendor, Contract No. **DIR-CPO-5687**, as amended, (the "Agreement") with an expiration date of **May 19, 2027**. This Customer Agreement includes and shall be governed by (i) the terms and conditions of the Agreement, which are incorporated herein by reference and available online at https://txdir.widen.net/view/pdf/6jiakmgdgw/DIR-CPO-5687-Contract.pdf?t.download=true&u=tmwul0 or upon request from Reseller, (iii) the attached Reseller Quote/Purchase Order No. **N/A**, if applicable, and (iii) the Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills Contracts, if applicable, all of which are attached hereto and/or incorporated herein by reference. Authorized Customer is eligible and desires to purchase **Software, Commercial Off-the-Shelf (COTS) and Related Services** pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity and will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Reseller agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Reseller agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Reseller agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Reseller with reasonable advance notice of any intended audits.

Purchase Price - Payments under this Customer Agreement shall not exceed $ **200,000 annually** ("Purchase Price").

Term - The Term of this Customer Agreement ("Term") shall be for one of the following as selected below (Select the type of contract that applies):

☐ ***Single Purchase Contract*** –The Term shall not exceed one (1) year, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☐ ***Supply / As Needed Contract*** – The Term shall be effective as of October 1st and shall expire on September 30th at the end of FY **22-23**. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☒ ***Multi-Year Contract*** – The Term shall be **for 2 year(s) expiring on May 19, 2027**. **This Customer Agreement may be renewed for one (1) optional two-year renewal and two (2) optional one-year renewals**. Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds $50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty.

☐ ***Emergency Purchase*** – Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is $50,000 or more.

(Government Rider - Select if Vendor has additional terms and conditions that apply to this purchase)

☒ ***Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills, Texas*** – If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall separately execute the Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills, Texas ("Government Rider"). Such applicable terms and conditions as set forth in the Government Rider shall supersede any conflicting terms of the Vendor's terms and conditions, and such Government Rider shall control. The Government Rider is attached hereto, incorporated herein by reference and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this _ day of October 20 25

.[Signature Page Follows]

ACCEPTED AND AGREED:

CITY OF NORTH RICHLAND HILLS:

APPROVED: I certify that funds are currently available for this purchase.

☐ **(Check the box if $3,000 or less)**

By: Xiomara Abad Digitally signed by Xiomara Abad Date: 2025.09.24 16:16:23 -05'00'

Xiomara Abad, Buyer

Department Director:

By: _____

Printed Name:

Department:

APPROVED:

By: _____ Date: _____

Paulette A. Hartman, City Manager

Or Designee:

By: _____ Date: _____

Name:

Title:

ATTEST:

By: _____

Alicia Richardson, City Secretary/Chief Governance Officer

By: _____

Crystal Dozier, Assistant City Secretary

NRH City Council Action: Y ☐ N ☐

Date Approved:

Agenda Item No:

Ord/Res No.

APPROVED TO FORM AND LEGALITY:

By: _____

Bradley Anderle, City Attorney

FREEIT DATA SOLUTIONS, INC. :

By: _____

Name: Dulari von Christierson

Title: COO

Date: 09/24/2025

NORTH RICHLAND HILLS

GOVERNMENT CONTRACT AND PURCHASING RIDER
FOR CONTRACTS WITH THE CITY OF NORTH RICHLAND HILLS, TEXAS

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the Contractor, Consultant, Vendor, or other party identified below (collectively "Contractor"), agrees that the terms and conditions herein shall govern all agreements with the City unless otherwise agreed to by **a specifically executed provision** within the contract or purchase order, provided same is permissible by law. The terms are conditions herein are BINDING and SUPERSEDE any and all other terms and conditions whether oral or written in any separate agreement or found on Contractor's website or other electronic platform.

APPLICATION. This **GOVERNMENT CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF NORTH RICHLAND HILLS, TEXAS** ("Government Rider") applies to, is considered a part of, is incorporated into, and takes precedence over any conflicting provision in, or attached to, the Response to Solicitation or Bid, Contract or Purchase Order, Agreement for Purchase or Sale, Standard Terms and Conditions, Quote, Invoice, or other applicable agreement of the Contractor (collectively the "Agreement"), to which this Government Rider is attached and described as follows:

Title of Agreement with Additional Terms: The Texas Department of Information Resocurces DIR-CPO-5687 Contract; Freeit Data Solutions, Inc. Quote #562456061
Legal Name of Cooperative Contractor: Carahsoft Technology Corporation
Legal Name of Third-Party Contractor (if applicable) (if not applicable enter N/A): Freeit Data Solutions, Inc.
Description of Goods or Services ("Goods or Services"): Software, Commercial Off-the-Shelf (COTS), and Related Services
Cooperative Agreement: DIR-CPO-5687
Total Contract Price: $ 200,000 annually

Notwithstanding any language to the contrary in the attached Agreement between Contractor and the **City of North Richland Hills ("City")**, individually referred to as a "party" and collectively referred to as the "parties," the parties stipulate by evidence of execution of this Government Rider below by a representative of each party duly authorized to bind the parties hereto, that the parties hereby agree that the provisions in this Government Rider below shall be applicable to and shall modify and supersede the Agreement as set forth below:

SECTION 1. TIME FOR PAYMENT AND INTEREST. The City's payments under the Agreement, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251 of the Texas Government Code. Payment shall be due within thirty (30) days of (i) the date of the City's receipt of the goods under the Agreement; (ii) the date the performance of the services under the Agreement are completed; or (iii) the date the City receives an invoice for the goods or services, whichever is later. Interest on any overdue payment shall not exceed 1% plus the prime rate as published by the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. The City reserves the right to modify any amount due to the Contractor presented by invoice to the City if necessary to conform the amount to the terms of the Contract, the Texas Government Code or this Government Rider. To the extent the Agreement requires the City to agree to a higher rate of interest than allowed by law, or to incur penalties or late fees prior to 30 days before receipt of invoice or services, any such requirements shall be null and void, are hereby deleted from the Agreement and shall have no force or effect.

SECTION 2. INDEMNIFICATION; LIABILITY; NO FUTURE DEBT.

2.1 Multiyear Contracts. If the NRH City Council does not appropriate funds sufficient to make any payment for a fiscal year after the City's fiscal year in which the Agreement becomes effective, and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Agreement shall automatically terminate at the end of the fiscal year for which funds were appropriated, in accordance with Section 5, Article XI of the Texas Constitution. The City shall have the right to terminate the Agreement at the end of any City fiscal year, without any penalty to the City, if the City Council does not appropriate sufficient funds to continue the Agreement to the next fiscal year. The City shall provide Contractor with as much advance written notice of such termination as is reasonably possible, but not less than thirty (30) days.

2.2 No Future Debt. In compliance with Section 5, Article XI of the Texas Constitution, all payment obligations of the City hereunder are subject to the availability of funds. If such funds are not appropriated or become unavailable during the Term of the Agreement, or in any renewal year of the Agreement, the City shall have the right to terminate the Agreement, except for those portions of funds which have been appropriated prior to termination. To the extent the Agreement requires the City to agree to the creation of future debt for which funds are not appropriated, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

2.3 INDEMNIFICATION AND LIABILITY. CONTRACTOR SHALL BE LIABLE FOR, AND SHALL INDEMNIFY AND HOLD THE CITY ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, AND REPRESENTATIVES (collectively "CITY INDEMNITEES") HARMLESS FROM ANY INJURY, LOSS OR DAMAGE DUE TO, OR ARISING OUT OF, THE NEGLIGENT ACTS OR OMISSIONS OR INTENTIONAL MISCONDUCT OF CONTRACTOR. TO THE EXTENT THE AGREEMENT REQUIRES THE CITY TO INDEMNIFY, DEFEND AND/OR HOLD CONTRACTOR OR ANY OF ITS AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, VOLUNTEERS, OR REPRESENTATIVES (collectively the "CONTRACTOR INDEMNITEES") HARMLESS, THE CITY SHALL NOT BE REQUIRED TO DEFEND ANY CONTRACTOR INDEMNITEE UNDER THE AGREEMENT AND THE CITY SHALL ONLY INDEMNIFY OR HOLD ANY INDEMNITEE HARMLESS TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND ONLY TO THE EXTENT SUCH INJURY, LOSS, OR DAMAGE IS DUE TO THE NEGLIGENT ACTS OR OMISSIONS OR INTENTIONAL MISCONDUCT OF THE CITY. THE CITY SHALL NOT BE UNDER ANY OBLIGATION TO CREATE ANY SINKING FUND TO SATISFY ANY OBLIGATION TO INDEMNIFY UNDER THE AGREEMENT. NOTWITHSTANDING ANY OF THE FOREGOING, IN NO EVENT SHALL THE CITY'S LIABILITY EXCEED THE TOTAL AMOUNT OF FEES PAID BY THE CITY UNDER THE AGREEMENT FOR THE PREVIOUS TWELVE MONTH PERIOD. IN NO EVENT SHALL

EITHER PARTY BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER THE AGREEMENT. THIS PROVISION SHALL SUPERSEDE ANY OTHER PROVISION OF CONTRACTOR IN ANY SEPARATE AGREEMENT, TERMS AND CONDITIONS, QUOTE OR INVOICE.

SECTION 3. TERMINATION. Notwithstanding Section 2 above, and unless otherwise specifically agreed to by the parties, either party may terminate this Agreement by providing thirty (30) days prior written notice of such termination to the other party. Termination pursuant to this Section shall not relieve the Contractor of any obligation or liability that has accrued prior to cancellation. City shall pay Contractor for any services performed up to the effective date of such termination. **This Agreement is subject to termination, without penalty, at any time the City deems the Contractor to be non-compliant with contractual obligations.** Unless otherwise specifically agreed to by the parties in writing, to the extent the Agreement requires the City to (i) agree to a shorter termination period than thirty (30) days; (ii) agree to automatic renewals not included as a part of the "Term of the Agreement" listed above in this Government Rider; or (iii) incur a termination penalty, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 4. INSURANCE. The City is a Government entity under the laws of the state of Texas, and pursuant to Chapter 2259 of the Texas Government Code, "Self-Insurance by Government Units," the City is self-insured and therefore is not required to purchase insurance. The City shall not be required to purchase an insurance policy under this Agreement. Any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect. The City will provide a letter of self-insured status as requested by Contractor.

SECTION 5. CONFIDENTIALITY. The City is a Government entity under the laws of the State of Texas and all documents or information held or maintained by the City are subject to disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code (the "Act"). To the extent any provision in the Agreement attempts to prevent the disclosure of information that is subject to public disclosure under federal or Texas law, including any provision that prohibits disclosure of the terms and conditions of the Agreement, such provision is invalid. Any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 6. TAX EXEMPTION. The City shall not be liable to Contractor for any federal, state or local taxes for which the City is not liable by law, including state and local sales and use taxes, pursuant to Section 151.309 of Title 3, Texas Tax Code, and federal excise tax, pursuant to Subtitle D of the Internal Revenue Code. Accordingly, those taxes shall not be added to any goods or services under the Agreement. The City shall furnish a copy of the applicable tax exemption certificate upon request from Contractor. If the City is billed for any taxes not in compliance with this Section 6, the City shall be authorized to remit payment less the taxes imposed.

SECTION 7. GOVERNING LAW AND VENUE. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with the laws of the United States and the state of Texas, exclusive of conflicts of laws provisions. Venue for any suit brought under this Agreement shall be in a court of competent jurisdiction in Tarrant County, Texas. To the extent this Agreement is required to be governed by any state law other than Texas or venue in any jurisdiction other than Tarrant County, any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 8. ATTORNEYS' FEES; PENALTIES; LIQUIDATED DAMAGES: The City shall only be liable for attorneys' fees for breach of this Agreement to the extent such attorneys' fees are reasonable and necessary and equitable and just as authorized by Section 271.153 of the Texas Local Government Code. To the extent the attached Agreement requires the City to pay attorneys' fees for any action contemplated or taken, or to incur penalties or liquidated damages in any amount not authorized by Section 271.153, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 9. SOVEREIGN IMMUNITY. Nothing in the Agreement, or herein in this Government Rider, constitutes a waiver of the City's sovereign immunity. To the extent the Agreement requires the City to waive its rights or immunities as a government entity, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 10. ASSIGNMENT. To the extent the Agreement addresses the right to assign any rights or interest in the Agreement to another party, such right of assignment shall be reciprocal, and neither party shall have the right to assign or transfer any of its rights or interests in the Agreement without the express prior written consent of the other party. Notwithstanding, the Contractor shall have the right to assign the Agreement to any entity in which it is a recognized legal affiliate or subsidiary or which such entity obtains a majority interest without the consent of the City; however, Contractor shall give the City at least thirty (30) days' written notice of any such assignment or transfer of interest.

SECTION 11. RIGHT TO TRIAL BY JURY. The City reserves its right to settle disputes by trial by jury. Any such provision in the Agreement that requires the City to waive its right to a trial by jury shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 12. ALTERNATIVE DISPUTE RESOLUTION. To the extent the Agreement requires all disputes to be resolved by binding arbitration, any such provision shall be null and void, is hereby deleted from the Agreement and shall have no force or effect. Prior to instituting litigation under the Agreement, the parties may agree to mediation upon written mutual consent. Any such mediation shall be governed by the applicable rules of the American Arbitration Association, with mediation being held in Tarrant County, Texas. Each party shall share equally in the costs of the mediator, and shall be responsible for its own attorney's fees and expenses.

SECTION 13. LIMITATION ON CLAIMS. Any claim for breach of this Agreement shall be brought within four (4) years in accordance with Texas Civil Practices and Remedies Code Sec. 16.004 and Texas Business and Commerce Code Sec. 2.725. To the extent the Agreement requires a shorter period for limitation on claims, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 14. FORCE MAJEURE. Either party may terminate this Agreement and shall not be liable for any alleged damages or loss due to failure to perform its obligations under this Agreement if the performance is delayed or canceled by reason of a Force Majeure event, including but not limited to, war; civil commotion; acts of God; inclement weather; Government restrictions, regulations, or interferences; fires; labor strikes; material shortages; lockouts, national disasters; epidemics; pandemics; riots; transportation restrictions; or any other circumstances which are reasonably beyond the control of the party.

SECTION 15. RIGHT TO AUDIT. The City shall, until the expiration of three (3) years after final payment under the Agreement, have the right to access and the right to examine and photocopy any directly pertinent books, documents, papers and records, whether electronic or hardcopy (collectively "Records") of Contractor involving transactions under this Agreement to ensure compliance herewith. The City shall have the right to access Contractor's Records during normal working hours and shall provide Contractor with reasonable advance notice of intended audits, but not less than ten (10) business days.

SECTION 16. SUCCESSORS AND ASSIGNS. The parties each bind themselves and their successors, executors, administrators and assigns to this Agreement and to all covenants of this Agreement hereafter.

SECTION 17. CITY'S LOGO OR MARKS. The City's logo is protected by applicable federal and state copyright and trademark laws. Contractor may not use the City's name in a demeaning, obscene or detrimental manner as determined by the City in its sole discretion, and Contractor shall not use the City's logo in any manner, except as specifically approved by the City in writing.

SECTION 18. RIDER CONTROLLING: If any provisions of the attached Agreement, conflict with the terms herein of this Government Rider, are prohibited by applicable law, conflict with any applicable rule, regulation or ordinance of the City, the terms in this Government Rider shall control.

By signature below of an authorized representative, the parties hereby accept and agree to the terms and conditions set forth in this Government Rider.

CITY OF NORTH RICHLAND HILLS:

By: _____
Paulette A. Hartman
City Manager

Date: _____

FREEIT DATA SOLUTIONS, INC.

By: _____
Name: Dulari von Christierson
Title: COO

Date: 09/24/2025

ATTEST:

By: _____
Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

By: _____
Bradley Anderle
City Attorney

STATE OF TEXAS

DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCT, SERVICES, AND RELATED SERVICES

Carahsoft Technology Corporation

1 INTRODUCTION

1.1 Parties

This contract for Software, Commercial Off-the-Shelf (COTS) and Related Services (this "Contract") is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Carahsoft Technology Corporation a Midland For-Profit Corporation (hereinafter "Successful Respondent"), with its principal place of business at 11493 Sunset Hills Road, Suite 100 Reston, Virginia 20190.

1.2 Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-570, on February 2, 2023, for Software, Commercial Off-the-Shelf (COTS) and Related Services (the "RFO"). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-570, shall be posted by DIR on the Electronic State Business Daily.

1.3 Order of Precedence

A. For transactions under this Contract, the order of precedence shall be as follows:
   1. this Contract;
   2. Appendix A, Standard Terms and Conditions;
   3. Appendix B, Successful Respondent's Historically Underutilized Businesses Subcontracting Plan;
   4. Appendix C, Pricing Index;
   5. Exhibit 1, RFO DIR-CPO-TMP-570, including all Addenda; and
   6. Exhibit 2, Successful Respondent's Response to RFO DIR-CPO-TMP-570, including all Addenda.

B. Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent.

1.4 Definitions

Capitalized terms used but not defined herein have the meanings given to them in **Appendix A, Standard Terms and Conditions**.

2 TERM OF CONTRACT

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the "Initial Term"), with one (1) optional two-year renewal and two (2) optional one-year renewals (each, a "Renewal Term"). Prior to expiration of the Initial Term and each Renewal Term, this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal.

3 OPTION TO EXTEND

Successful Respondent agrees that DIR may require continued performance under this Contract at the rates specified in this Contact following the expiration of the Initial Term or any Renewal Term. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed ninety (90) calendar days. Such extension of services shall be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to the Successful Respondent.

4 PRODUCT AND SERVICE OFFERINGS

Products and services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-570 for Software, Commercial Off-the-Shelf (COTS) and Related Services. At DIR's sole discretion, Successful Respondent may incorporate changes or make additions to its product and service offerings, provided that any changes or additions must be within the scope of the RFO.

5 PRICING

5.1 Pricing Index

Pricing to Customers shall be as set forth in **Appendix C, Pricing Index**, and shall include the DIR Administrative Fee (as defined below).

5.2 Customer Discount

A. The minimum Customer discount for all products and services will be the percentage off List Price (as defined below) or MSRP (as defined below), as applicable, as specified in **Appendix C, Pricing Index**. Successful Respondent shall not establish a List Price or MSRP for a particular solicitation. For purposes of this Section, "List Price" is the price for a product or service published in Successful Respondent's price catalog (or similar document) before any discounts or price allowances are applied. For purposes of this Section, "MSRP," or manufacturer's suggested retail price, is the price list published by the manufacturer or publisher of a product and available to and recognized by the trade.

B. Customers purchasing products or services under this Contract may negotiate additional discounts with Successful Respondent. Successful Respondent and Customer shall provide the details of such additional discounts to DIR upon request.

C. If products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract, or (ii) to any other customer under the same terms and conditions provided for the State for the same products and services under this contract, then the price of such products and services under this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Successful Respondent for a quantity of one (1), but does not apply to volume or special pricing purchases. Successful Respondent shall notify DIR within ten (10) days of providing a lower price as described in this Section, and this Contract shall be amended within ten (10) days to reflect such lower price.

5.3 Changes to Prices

A. Subject to the requirements of this section, Successful Respondent may change the price of any product or service upon changes to the List Price or MSRP, as

applicable. Discount levels shall not be subject to such changes, and will remain consistent with the discount levels specified in this Contract.

B. Successful Respondent may revise its pricing by publishing a revised pricing list, subject to review and approval by DIR. If DIR, in its sole discretion, finds that the price of a product or service has been increased unreasonably, DIR may request that Successful Respondent reduce the pricing for the product or service to the level published before such revision. Upon such request, Successful Respondent shall either reduce the pricing as requested or shall remove the product or service from the pricing list for this Contract. Failure to do so will constitute an act of default by Successful Respondent.

5.4 Shipping and Handling

Prices to Customers shall include all shipping and handling fees. Shipments will be Free On-Board Customer's Destination. No additional fees may be charged to Customers for standard shipping and handling. If a Customer requests expedited or special delivery, Customer will be responsible for any additional charges for expedited or special delivery.

5.5 Travel Expenses

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of such services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking, and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program. Travel time may not be included as part of the amounts payable by Customer for any services provided under this Contract. The DIR Administrative Fee is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by the Customer. The Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

6 DIR ADMINISTRATIVE FEE

A. Successful Respondent shall pay an administrative fee to DIR based on the dollar value of all sales to Customers pursuant to this Contract (the "DIR Administrative Fee"). The amount of the DIR Administrative Fee shall be seventy-five hundredths of a percent (0.75%) of all sales, net returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.

B. All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to increase or decrease the DIR Administrative Fee during the term of this Contract, upon written notice to Successful Respondent without amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

7 INTERNET ACCESS TO CONTRACT AND PRICING INFORMATION

In addition to the requirements listed in **Appendix A, Section 7.2, Internet Access to Contract and Pricing Information**, Successful Respondent shall include the following with its webpage:

A. A current price list or mechanism to obtain specific contract pricing;
B. MSRP/list price or DIR Customer price;
C. Discount percentage (%) off MSRP or List Price;
D. Warranty policies;
E. Return policies;
F. A link to DIR's list of TX-RAMP certified Cloud Products; and
G. A link to Service Level Agreements for each SaaS product awarded, which at a minimum, shall include metrics and method for calculating and reporting results, for:
    i. service availability;
    ii. recovery time objectives; and
    iii. data loss tolerance levels (also known as recovery point objectives).

8 USE OF ORDER FULFILLERS

8.1 Authorization to Use Order Fulfillers

Subject to the conditions in this Section 8, DIR agrees to permit Successful Respondent to utilize designated order fulfillers to provide products, services, and support resources to Customers under this Contract ("Order Fulfillers").

8.2 Designation of Order Fulfillers

A. Successful Respondent may designate Order Fulfillers to act as the distributors for products and services available under this Contract. In designating Order Fulfillers, Successful Respondent must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. DIR and Successful Respondent will agree on the number of Order Fulfillers that are Historically Underutilized Businesses as defined by the CPA.

B. In addition to the required Subcontracting Plan, Successful Respondent shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.

C. DIR reserves the right to require Successful Respondent to rescind any Order Fulfiller participation or request that Successful Respondent name additional Order Fulfillers should DIR determine it is in the best interest of the State.

D. Successful Respondent shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of this Contract. Successful Respondent shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of this Contract.

E. Successful Respondent may qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Successful Respondent's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the criteria.

F. Successful Respondent shall not prohibit any Order Fulfiller from participating in other procurement opportunities offered through DIR.

8.3 Changes in Order Fulfiller

Successful Respondent may add or remove Order Fulfillers throughout the term of this Contract upon written authorization by DIR. Prior to adding or removing Order Fulfillers, Successful Respondent must make a good faith effort to revise its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Successful Respondent shall provide DIR with its updated Subcontracting Plan and the Order Fulfillers information listed above.

8.4 Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall be in accordance with Section 5.

9 NOTIFICATION

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Lisa Massock or Successor in Office
Chief Procurement Officer
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Email: lisa.massock@dir.texas.gov

If sent to Successful Respondent:

Robert R. Moore
Vice President
Carahsoft Technology Corporation
11493 Sunset Hills Road, Suite 100
Reston, Virginia 20190
Phone: (703) 871-8504
Email: Robert.Moore@Carahsoft.com

10 SOFTWARE LICENSE

10.1 Software License Agreement

A. Customers acquiring software licenses under this Contract shall hold, use, and operate such software subject to compliance with the Software License Agreement. Customer and Successful Respondent may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Successful Respondent. Successful Respondent shall make the Software License Agreement terms and conditions available to all Customers at all times.

B. Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement.

11 CONFLICTING OR ADDITIONAL TERMS

A. The terms and conditions of this Contract shall supersede any additional conflicting or additional terms in any additional service agreements, statement of work, and any other provisions, terms, conditions, and license agreements, including those which may be affixed to or accompany software upon delivery (sometimes called shrink-wrap or click-wrap agreements), and any linked or supplemental documents, which may be proposed, issued, or accepted by Successful Respondent and Customer in addition to this Contract (such additional agreements, "Additional Agreements"), regardless of when such Additional Agreements are proposed, issued, or accepted by Customer. Notwithstanding the foregoing, it is Customer's responsibility to review any Additional Agreements to determine if Customer accepts such Additional Agreement. If Customer does not accept such Additional Agreement, Customer shall be responsible for negotiating any changes thereto.

B. Any update or amendment to an Additional Agreement shall only apply to Purchase Orders for the associated product or service offering after the effective date of such update or amendment; provided that, if Successful Respondent has responded to a Customer's solicitation or request for pricing, any subsequent

update or amendment to an Additional Agreement may only apply to a resulting Purchase Order if Successful Respondent directly informs such Customer of such update or amendment before the Purchase Order is executed.

C. Successful Respondent shall not require any Additional Agreement that: i) diminishes the rights, benefits, or protections of Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer; or ii) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

D. If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract or the Purchase Order between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform such Purchase Order without regard to the prohibited documents, unless Customer elects instead to terminate such Purchase Order, which in such case may be identified as a termination for cause against Successful Respondent.

12 AUTHORIZED EXCEPTIONS TO APPENDIX A, STANDARD TERMS AND CONDITIONS

A. Section 5 "Intellectual Property Matters" is hereby deleted and replaced in its entirety with the following:

This Contract does not contemplate, authorize, or support the development or acquisition of custom software, products, or services or the creation of intellectual property.

(Remainder of this page intentionally left blank.)

This Contract is executed to be effective as of the date of last signature.

Carahsoft Technology Corporation

Authorized By: Signature on File

Name: Robert R. Moore

Title: Vice President

Date: 5/15/2025 | 6:19 AM PDT

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Lisa Massock

Title: Chief Procurement Officer

Date: 5/19/2025 | 8:56 AM CDT

Office of General Counsel: Initials on File

Date: 5/19/2025 | 8:54 AM CDT

Contract Number

DIR-CPO-5687

Contract Start Date: **05/19/25**

Contract Term Date: **05/19/27**

Contract Expiration Date: **05/19/31**

Vendor Information

Carahsoft Technology Corporation

Vendor ID: **1522189693700**

HUB Type: **Non HUB**

RFO: **DIR-CPO-TMP-570**

Contract Status: **Active**

VENDOR CONTACT:

Mikaela Lammers

Phone: (571) 662-4510

/endor Website

)IR CONTACT:

Suzanne Carson

Phone: (512) 475-4948

Provide Feedback

Contract Overview

Carahsoft Technology Corporation offers Software COTS and Related Services through this contract. Carahsoft Technology Corporation offers variety of SaaS and software products that includes approximately 300 plus Brands, such as but not limited to: Accela, Acquia, Adaptus, Blue Fusion, Bluescape, Bonterra, Check Point, DigitSec, Druva, DocuSign, Salesforce, SANS, Trimble and much more. In addition, Carahsoft Technology Corporation offers Adobe VAR Licenses and a variety of Related and Professional Services for all brands. Carahsoft Technology Corporation offers Turnkey Solutions that includes Software, Hardware and Services. Customers can purchase directly through this DIR contract. Customers can purchase directly through this DIR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. Resellers are available through this Contract.

Contract Details & Ordering Information

Resellers

Reseller Vendor Contacts

Download Vendor List (.CSV)

					STE 1300 DALLAS, TX 75225-6013	
ePlus Technology, Inc	1541904151000	Non HUB	Doug Hollenshead	P: 248-345-0239 F: (214) 438-5284	3600 William D Tate Ave, Ste. 300, Grapevine, TX 76051-8723	tolacustomerservice@eplus.com
Freeit Data Solutions, Inc.	1272209002	Non HUB	Dulari von Christierson	P: (408) 398-6640 F: (866) 895-7363	900 East 6th Street, Suite 102 Austin, Texas 78702	dulari@freeitdata.com
Fulcrum Technology Solutions, LLC	1208029899	Non HUB	Randle Moore	P: (832) 954-2800 F:	2603 Augusta Dr. #750 Houston, TX 77057	rmoore@ftsc.com
Gain Innovation, LLC	1842759694700	Non HUB	Michael Hieber	P: (512) 658-7160 F:	1320 Arrow Point Dr, Suite 501 #TW104	mhieber@gain-i.com

MORE INFORMATION

Vendor Website

Visit this Vendor's website to view the latest product, service, and pricing information.

About File Formats Some documents on this page are in the PDF format. Please download the Adobe Reader in order to view these documents.

Provide Feedback

Texas Department of Information Resources

300 W. 15th Street
Suite 1300
Austin, TX 78701
512-475-4700

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Data Center Services

Information Security

Texas.gov Services

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Public Information Requests

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1365848

Date Filed:
09/19/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Freeit Data Solutions, Inc.
Austin, TX United States

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

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.
DIR-CPO-5687
Rapid7 VRM demo recording and SOAR demo availabiltiy

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Orchid, Wayne	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Dulari von Christierson, and my date of birth is [redacted].

My address is 900 E. 6th Street, Ste 102, Austin (city), TX (state), 78702 (zip code), USA (country).

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

Executed in Travis County, State of Texas, on the 18th day of September (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

NORTH RICHLAND HILLS

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** October 27, 2025

SUBJECT: Approve Amendment No. 2 to the Cooperative Purchase Customer Agreement with Vertosoft, LLC. for the purchase of OpenGov asset management software to be used by the Parks and Recreations Department and ratify previous purchases totaling $122,494.28 utilizing Department of Information Resources (DIR) Cooperative Agreement for a cumulative amount not to exceed $437,990 through October 19, 2027.

PRESENTER: Amy Stephens, Director of Information Technology

SUMMARY:

Staff requests City Council to consider approving the purchase of OpenGov asset management software for the Parks and Recreation Department provided by Vertosoft, LLC. through DIR Contract No. DIR-CPO-5327 in a cumulative amount not to exceed $437,990 through October 19,2027.

GENERAL DESCRIPTION:

On May 14, 2024 City Council approved the upgrade of OpenGov asset management software for the Public Works Department in an amount not to exceed $315,495 over three years. Staff is requesting approval to spend an additional $74,735.28 over the next two years to purchase OpenGov asset management software for the Parks and Recreation Department and ratify $47,759 in previous purchases for OpenGov professional services and software maintenance. This will bring the cumulative amount not to exceed $437,990 through October 19, 2027. Below is a table to outline the total contract expense:

May 2024 Council Approved Customer Agreement (Public Works)	$315,495
Ratify Prior Purchases under Previous Customer Agreement (Public Works)	$47,759
Approve Amendment for Parks & Recreation	
Implementation and First Year Software Maintenance $53,898.58	$74,735.28
Second Year (FY27) Software Maintenance $21,436.70	
Total Contract Amount	**$437,990**

OpenGov software helps Parks and Recreation departments by managing park assets, scheduling and tracking maintenance work orders, and providing accessible data through dashboards for better planning. This solution allows for streamlined operations and improved data-driven decision-making.

Funding for this purchase is included as part of the FY 2025/2026 Adopted Operating Budget. Annual maintenance payments and purchases to Vertosoft, LLC. for the OpenGov software shall be authorized for the current budget year and each remaining maintenance renewal year covered under the applicable maintenance and support agreement, as long as funds are appropriated in the City's annual budget for such maintenance and provided that the terms and conditions of the contracts do not change.

RECOMMENDATION:

Approve Amendment No. 2 to the Cooperative Purchase Customer Agreement with Vertosoft, LLC. for the purchase of OpenGov asset management software to be used by the Parks and Recreations Department and ratify previous purchases totaling $122,494.28 utilizing Department of Information Resources (DIR) Cooperative Agreement for a cumulative amount not to exceed $437,990 through October 19, 2027.

1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 10/7/2025, 4:32 PM

Phone: 571 707-4130
Fax: 571-291-4119
Email: sales@vertosoft.com

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

Vertosoft Quote for OpenGov - City of North Richland Hills, TX

Contract: TX-DIR: DIR-CPO-5327

Quote #: Q-15567
Expires On: 10/30/2025

Ship To
City of North Richland Hills, TX
Bob Weakley
bweakley@nrhtx.com

Quote For:
Name:
Company: City of North Richland Hills, TX
Email:
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF #
Net 30	Electronic	Check/ACH/Credit Card		

Overall POP Start Date: 11/20/2025
Overall POP End Date: 10/19/2027

Term 1 11/20/2025 - 10/19/2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HAFW-B150200M-RR-1Y	Facilities Domain - Between $150-200 Million - 1Y	1.00	$9,717.23	$9,717.23
OPGV-HAFY-B150200M-RR-1Y	Parks & Recreation Domain - Between $150-200 Million - 1Y	1.00	$8,997.35	$8,997.35
OPGV-HALG-B150200M-NR-0Y	Custom Professional Services Deployment - Prepaid - Between $150-200 Million - 0Y	149.00	$216.00	$32,184.00
			Term 1 TOTAL:	$50,898.58

Billed as Incurred and Not to Exceed 11/20/2025

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-Travel-Expense-Reimb	OpenGov - designed for reimbursable travel expenditures. **Estimate expense	2,400.00	$1.00	$2,400.00
			Billed as Incurred and Not to Exceed TOTAL:	$2,400.00

Term 2 10/20/2026-10/19/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HAFW-B150200M-RR-1Y	Facilities Domain - Between $150-200 Million - 1Y	1.00	$11,130.65	$11,130.65
OPGV-HAFY-B150200M-RR-1Y	Parks & Recreation Domain - Between $150-200 Million - 1Y	1.00	$10,306.05	$10,306.05
			Term 2 TOTAL:	$21,436.70

Grand Total: $74,735.28

Annual invoices will be delivered by the start of each consecutive annual period. Payment of invoices shall be annually in advance. Customer's use of the OpenGov Services is pursuant to the the OpenGov End User License Agreement, Texas DIR Contract DIR-CPO-5327 set forth at https://opengov.com/terms-of-service/end-user-license-agreement-texasdir/. Any Professional Services shall be performed pursuant to the attached Statement of Work, if any.

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at https://www.vertosoft.com/terms-and-conditions-opengov

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.
Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

AMENDMENT NO. 2 TO
CITY OF NORTH RICHLAND HILLS
VERTOSOFT, LLC
COOPERATIVE PURCHASE CUSTOMER AGREEMENT

THE STATE OF TEXAS §

THE COUNTY OF TARRANT §

WHEREAS, the City of North Richland Hills ("City") and Vertosoft, LLC ("Contractor") collectively referred to as the "parties," made and entered into a Cooperative Purchase Customer Agreement effective on May 6, 2024 ("Agreement"); and

WHEREAS, the Agreement involves software and related services brands provided to the City and is governed by the terms and conditions of DIR-CPO-5327 ("Cooperative Entity Contract"); and

WHEREAS, the Agreement provides for a maximum expenditure amount not to exceed $315,495.00 in payments for 3 year(s) through October 19, 2027; and

NOW THEREFORE, City and Contractor, acting herein by and through their duly authorized representatives, enter into the following agreement:

1. Effective October 27, 2025, the Cooperative Purchasing Customer Agreement is hereby amended to modify the Agreement to provide a maximum expenditure amount which shall not exceed $437,990 through October 19, 2027.

2. All other provisions of the Agreement that are not expressly amended herein shall remain in full force and effect.

ACCEPTED AND AGREED:

CITY OF NORTH RICHLAND HILLS:

By: _____
Paulette A. Hartman, City Manager

Date: _____

VERTOSOFT, LLC:

By: H. Jay Colavita
Name, Title Jay Colavita, President

Date: 10/09/2025

APPROVED TO FORM AND LEGALITY:

By: _____
Bradley A. Anderle, City Attorney

ATTEST:

By: _____
Alicia Richardson, City Secretary/Chief Governance Officer

GOVERNMENT CONTRACT AND PURCHASING RIDER
FOR CONTRACTS WITH THE CITY OF NORTH RICHLAND HILLS, TEXAS

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the Contractor, Consultant, Vendor, or other party identified below (collectively "Contractor"), agrees that the terms and conditions herein shall govern all agreements with the City unless otherwise agreed to by **a specifically executed provision** within the contract or purchase order, provided same is permissible by law. The terms are conditions herein are BINDING and SUPERSEDE any and all other terms and conditions whether oral or written in any separate agreement or found on Contractor's website or other electronic platform.

APPLICATION. This **GOVERNMENT CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF NORTH RICHLAND HILLS, TEXAS** ("Government Rider") applies to, is considered a part of, is incorporated into, and takes precedence over any conflicting provision in, or attached to, the Response to Solicitation or Bid, Contract or Purchase Order, Agreement for Purchase or Sale, Standard Terms and Conditions, Quote, Invoice, or other applicable agreement of the Contractor (collectively the "Agreement"), to which this Government Rider is attached and described as follows:

Title of Agreement with Additional Terms: Vertosoft, LLC OpenGov End User License Agreement; Texas Department of Information Resources DIR-CPO-5327 contract
Legal Name of Cooperative Contractor: Vertosoft, LLC
Legal Name of Third-Party Contractor (if applicable) (if not applicable enter N/A): N/A
Description of Goods or Services ("Goods or Services"): software and related services brands
Cooperative Agreement: DIR-CPO-5327
Total Contract Price: $ 437,990

Notwithstanding any language to the contrary in the attached Agreement between Contractor and the **City of North Richland Hills ("City")**, individually referred to as a "party" and collectively referred to as the "parties," the parties stipulate by evidence of execution of this Government Rider below by a representative of each party duly authorized to bind the parties hereto, that the parties hereby agree that the provisions in this Government Rider below shall be applicable to and shall modify and supersede the Agreement as set forth below:

SECTION 1. TIME FOR PAYMENT AND INTEREST. The City's payments under the Agreement, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251 of the Texas Government Code. Payment shall be due within thirty (30) days of (i) the date of the City's receipt of the goods under the Agreement; (ii) the date the performance of the services under the Agreement are completed; or (iii) the date the City receives an invoice for the goods or services, whichever is later. Interest on any overdue payment shall not exceed 1% plus the prime rate as published by the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. The City reserves the right to modify any amount due to the Contractor presented by invoice to the City if necessary to conform the amount to the terms of the Contract, the Texas Government Code or this Government Rider. To the extent the Agreement requires the City to agree to a higher rate of interest than allowed by law, or to incur penalties or late fees prior to 30 days before receipt of invoice or services, any such requirements shall be null and void, are hereby deleted from the Agreement and shall have no force or effect.

SECTION 2. INDEMNIFICATION; LIABILITY; NO FUTURE DEBT.

2.1 Multiyear Contracts. If the NRH City Council does not appropriate funds sufficient to make any payment for a fiscal year after the City's fiscal year in which the Agreement becomes effective, and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Agreement shall automatically terminate at the end of the fiscal year for which funds were appropriated, in accordance with Section 5, Article XI of the Texas Constitution. The City shall have the right to terminate the Agreement at the end of any City fiscal year, without any penalty to the City, if the City Council does not appropriate sufficient funds to continue the Agreement to the next fiscal year. The City shall provide Contractor with as much advance written notice of such termination as is reasonably possible, but not less than thirty (30) days.

2.2 No Future Debt. In compliance with Section 5, Article XI of the Texas Constitution, all payment obligations of the City hereunder are subject to the availability of funds. If such funds are not appropriated or become unavailable during the Term of the Agreement, or in any renewal year of the Agreement, the City shall have the right to terminate the Agreement, except for those portions of funds which have been appropriated prior to termination. To the extent the Agreement requires the City to agree to the creation of future debt for which funds are not appropriated, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

2.3 INDEMNIFICATION AND LIABILITY. CONTRACTOR SHALL BE LIABLE FOR, AND SHALL INDEMNIFY AND HOLD THE CITY ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, AND REPRESENTATIVES (collectively "CITY INDEMNITEES") HARMLESS FROM ANY INJURY, LOSS OR DAMAGE DUE TO, OR ARISING OUT OF, THE NEGLIGENT ACTS OR OMISSIONS OR INTENTIONAL MISCONDUCT OF CONTRACTOR. TO THE EXTENT THE AGREEMENT REQUIRES THE CITY TO INDEMNIFY, DEFEND AND/OR HOLD CONTRACTOR OR ANY OF ITS AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, VOLUNTEERS, OR REPRESENTATIVES (collectively the "CONTRACTOR INDEMNITEES") HARMLESS, THE CITY SHALL NOT BE REQUIRED TO DEFEND ANY CONTRACTOR INDEMNITEE UNDER THE AGREEMENT AND THE CITY SHALL ONLY INDEMNIFY OR HOLD ANY INDEMNITEE HARMLESS TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND ONLY TO THE EXTENT SUCH INJURY, LOSS, OR DAMAGE IS DUE TO THE NEGLIGENT ACTS OR OMISSIONS OR INTENTIONAL MISCONDUCT OF THE CITY. THE CITY SHALL NOT BE UNDER ANY OBLIGATION TO CREATE ANY SINKING FUND TO SATISFY ANY OBLIGATION TO INDEMNIFY UNDER THE AGREEMENT. NOTWITHSTANDING ANY OF THE FOREGOING, IN NO EVENT SHALL THE CITY'S LIABILITY EXCEED THE TOTAL AMOUNT OF FEES PAID BY THE CITY UNDER THE AGREEMENT FOR THE PREVIOUS TWELVE MONTH PERIOD. IN NO EVENT SHALL EITHER PARTY BE

LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER THE AGREEMENT. THIS PROVISION SHALL SUPERSEDE ANY OTHER PROVISION OF CONTRACTOR IN ANY SEPARATE AGREEMENT, TERMS AND CONDITIONS, QUOTE OR INVOICE.

SECTION 3. TERMINATION. Notwithstanding Section 2 above, and unless otherwise specifically agreed to by the parties, either party may terminate this Agreement by providing thirty (30) days prior written notice of such termination to the other party. Termination pursuant to this Section shall not relieve the Contractor of any obligation or liability that has accrued prior to cancellation. City shall pay Contractor for any services performed up to the effective date of such termination. **This Agreement is subject to termination, without penalty, at any time the City deems the Contractor to be non-compliant with contractual obligations.** Unless otherwise specifically agreed to by the parties in writing, to the extent the Agreement requires the City to (i) agree to a shorter termination period than thirty (30) days; (ii) agree to automatic renewals not included as a part of the "Term of the Agreement" listed above in this Government Rider; or (iii) incur a termination penalty, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 4. INSURANCE. The City is a Government entity under the laws of the state of Texas, and pursuant to Chapter 2259 of the Texas Government Code, "Self-Insurance by Government Units," the City is self-insured and therefore is not required to purchase insurance. The City shall not be required to purchase an insurance policy under this Agreement. Any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect. The City will provide a letter of self-insured status as requested by Contractor.

SECTION 5. CONFIDENTIALITY. The City is a Government entity under the laws of the State of Texas and all documents or information held or maintained by the City are subject to disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code (the "Act"). To the extent any provision in the Agreement attempts to prevent the disclosure of information that is subject to public disclosure under federal or Texas law, including any provision that prohibits disclosure of the terms and conditions of the Agreement, such provision is invalid. Any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 6. TAX EXEMPTION. The City shall not be liable to Contractor for any federal, state or local taxes for which the City is not liable by law, including state and local sales and use taxes, pursuant to Section 151.309 of Title 3, Texas Tax Code, and federal excise tax, pursuant to Subtitle D of the Internal Revenue Code. Accordingly, those taxes shall not be added to any goods or services under the Agreement. The City shall furnish a copy of the applicable tax exemption certificate upon request from Contractor. If the City is billed for any taxes not in compliance with this Section 6, the City shall be authorized to remit payment less the taxes imposed.

SECTION 7. GOVERNING LAW AND VENUE. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with the laws of the United States and the state of Texas, exclusive of conflicts of laws provisions. Venue for any suit brought under this Agreement shall be in a court of competent jurisdiction in Tarrant County, Texas. To the extent this Agreement is required to be governed by any state law other than Texas or venue in any jurisdiction other than Tarrant County, any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 8. ATTORNEYS' FEES; PENALTIES; LIQUIDATED DAMAGES: The City shall only be liable for attorneys' fees for breach of this Agreement to the extent such attorneys' fees are reasonable and necessary and equitable and just as authorized by Section 271.153 of the Texas Local Government Code. To the extent the attached Agreement requires the City to pay attorneys' fees for any action contemplated or taken, or to incur penalties or liquidated damages in any amount not authorized by Section 271.153, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 9. SOVEREIGN IMMUNITY. Nothing in the Agreement, or herein in this Government Rider, constitutes a waiver of the City's sovereign immunity. To the extent the Agreement requires the City to waive its rights or immunities as a government entity, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 10. ASSIGNMENT. To the extent the Agreement addresses the right to assign any rights or interest in the Agreement to another party, such right of assignment shall be reciprocal, and neither party shall have the right to assign or transfer any of its rights or interests in the Agreement without the express prior written consent of the other party. Notwithstanding, the Contractor shall have the right to assign the Agreement to any entity in which it is a recognized legal affiliate or subsidiary or which such entity obtains a majority interest without the consent of the City; however, Contractor shall give the City at least thirty (30) days' written notice of any such assignment or transfer of interest.

SECTION 11. RIGHT TO TRIAL BY JURY. The City reserves its right to settle disputes by trial by jury. Any such provision in the Agreement that requires the City to waive its right to a trial by jury shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 12. ALTERNATIVE DISPUTE RESOLUTION. To the extent the Agreement requires all disputes to be resolved by binding arbitration, any such provision shall be null and void, is hereby deleted from the Agreement and shall have no force or effect. Prior to instituting litigation under the Agreement, the parties may agree to mediation upon written mutual consent. Any such mediation shall be governed by the applicable rules of the American Arbitration Association, with mediation being held in Tarrant County, Texas. Each party shall share equally in the costs of the mediator, and shall be responsible for its own attorney's fees and expenses.

SECTION 13. LIMITATION ON CLAIMS. Any claim for breach of this Agreement shall be brought within four (4) years in accordance with Texas Civil Practices and Remedies Code Sec. 16.004 and Texas Business and Commerce Code Sec. 2.725. To the extent the Agreement requires a shorter period for limitation on claims, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 14. FORCE MAJEURE. Either party may terminate this Agreement and shall not be liable for any alleged damages or loss due to failure to perform its obligations under this Agreement if the performance is delayed or canceled by reason of a Force Majeure event, including but not limited to, war; civil commotion; acts of God; inclement weather; Government restrictions, regulations, or interferences; fires; labor strikes; material shortages; lockouts, national disasters; epidemics; pandemics; riots; transportation restrictions; or any other circumstances which are reasonably beyond the control of the party.

SECTION 15. RIGHT TO AUDIT. The City shall, until the expiration of three (3) years after final payment under the Agreement, have the right to access and the right to examine and photocopy any directly pertinent books, documents, papers and records, whether electronic or hardcopy (collectively "Records") of Contractor involving transactions under this Agreement to ensure compliance herewith. The City shall have the right to access Contractor's Records during normal working hours and shall provide Contractor with reasonable advance notice of intended audits, but not less than ten (10) business days.

SECTION 16. SUCCESSORS AND ASSIGNS. The parties each bind themselves and their successors, executors, administrators and assigns to this Agreement and to all covenants of this Agreement hereafter.

SECTION 17. CITY'S LOGO OR MARKS. The City's logo is protected by applicable federal and state copyright and trademark laws. Contractor may not use the City's name in a demeaning, obscene or detrimental manner as determined by the City in its sole discretion, and Contractor shall not use the City's logo in any manner, except as specifically approved by the City in writing.

SECTION 18. RIDER CONTROLLING: If any provisions of the attached Agreement, conflict with the terms herein of this Government Rider, are prohibited by applicable law, conflict with any applicable rule, regulation or ordinance of the City, the terms in this Government Rider shall control.

By signature below of an authorized representative, the parties hereby accept and agree to the terms and conditions set forth in this Government Rider.

CITY OF NORTH RICHLAND HILLS:

By: _____
Paulette A. Hartman
City Manager

Date: _____

VERTOSOFT, LLC

By: H. Jay Colavita
Name: Jay Colavita
Title: President

Date: _____

ATTEST:

By: _____
Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

By: _____
Bradley Anderle
City Attorney

City Secretary Office
Official Record Copy

NRH
NORTH RICHLAND HILLS

(APPENDIX H TO THE PURCHASING POLICY AND PROCEDURES MANUAL)
CITY OF NORTH RICHLAND HILLS
COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement** (**"Customer Agreement"**) is entered into by and between **Vertosoft, LLC** (**"Vendor"**) and the **City of North Richland Hills,** (**"Customer"** or **"Authorized Customer"**), a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the **Texas Department of Information Resources** ("Cooperative Entity") and Vendor, Contract No. **DIR-TSO-4227** as amended, (the "Agreement") with an expiration date of **9/28/2024**. This Customer Agreement includes and shall be governed by (i) the terms and conditions of the Agreement, which are incorporated herein by reference and available online at **https://dir.texas.gov/contracts/dir-tso-4227** or upon request from Vendor, (iii) the attached Vendor Quote/Purchase Order No. **Q-05299 and Q-05256**, if applicable, and (iii) the Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills Contracts, if applicable, all of which are attached hereto and/or incorporated herein by reference. Authorized Customer is eligible and desires to purchase **software and related services brands** pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity and will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

Purchase Price - Payments under this Customer Agreement shall not exceed **$ 315,495.00** ("Purchase Price").

Term - The Term of this Customer Agreement ("Term") shall be for one of the following as selected below (Select the type of contract that applies):

☐ ***Single Purchase Contract*** –The Term shall not exceed one (1) year, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☐ ***Supply / As Needed Contract*** – The Term shall be effective as of October 1st and shall expire on September 30th at the end of FY **23-24**. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☒ ***Multi-Year Contract*** – The Term shall be for **3 year(s)** expiring on **10/19/2027 expiration date on quote**. This Customer Agreement may be renewed for **as long as funds are appropriated in the City of North Richland Hills annual budget each year and the terms and conditions of the contract do not change**. Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds $50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty.

☐ ***Emergency Purchase*** – Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is $50,000 or more.

(Government Rider - Select if Vendor has additional terms and conditions that apply to this purchase)

☐ ***Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills, Texas*** – If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall separately execute the Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills, Texas ("Government Rider"). Such applicable terms and conditions as set forth in the Government Rider shall supersede any conflicting terms of the Vendor's terms and conditions, and such Government Rider shall control. The Government Rider is attached hereto, incorporated herein by reference and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this **06** day of **May 2024.**

[Signature Page Follows]

City Secretary Office
Official Record Copy

ACCEPTED AND AGREED:

CITY OF NORTH RICHLAND HILLS:
APPROVED: I certify that funds are currently available for this purchase.

☐ **(Check the box if $3,000 or less)**

By: Scott Kendall Digitally signed by Scott Kendall Date: 2024.05.06 13:45:26 -05'00'
Scott Kendall, Purchasing Manager

Department Director:

By:
Printed Name: Eric Von Schimmelmann
Department: Information Technology

APPROVED:

By: Date: 5/17/24
Paulette A. Hartman, City Manager

Or Designee:

By: _____ Date: _____
Name:
Title:

ATTEST:

By: _____
Alicia Richardson, City Secretary/Chief Governance Officer

By:
Traci Henderson, Assistant City Secretary

NRH City Council Action: Y ☑ N ☐

Date Approved: 5/14/2024

Agenda Item No: B.5

Ord/Res No

APPROVED TO FORM AND LEGALITY:

By: _____
Cara Leahy White, Interim City Attorney

By
Thomas McMillian, Assistant City Attorney

Vertosoft, LLC:
By: David Ball Digitally signed by David Ball Date: 2024.05.06 12:45:56 -04'00'

Name: David Ball
Title: Senior Director
Date: 5/6/24

City Secretary Office
Official Record Copy

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

Vertosoft, LLC

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Vertosoft, LLC (hereinafter "Vendor"), with its principal place of business at 1602 Village Market Blvd. Suite #321, Leesburg, Virginia 20175.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-416, on 2/26/2018, for Software Products, Software as a Service, and Enterprise Resource Planning Software Modules Products and Services. DIR subsequently issued a BAFO opportunity on (BAFO Date). Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-416 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-416, including all addenda; and Exhibit 2, DIR-TSO-TMP-416, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with two (2) optional two-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

City Secretary Office
Official Record Copy

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Software Products, Software as a Service, and Enterprise Resource Planning Software Modules Product as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to Software as a Service, and Related Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarter of one percent (0.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:
Kelly A Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

City Secretary Office
Official Record Copy

If sent to the Vendor:
Jay Colavita
Vertosoft, LLC
1602 Village Market Blvd. Suite #321
Leesburg,VA 20175
Phone: (703) 568-4703
Email: jay@vertosoft.com

7. Software License Agreements

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

B. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs,

burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Vendor.

(Remainder of the page intentionally left blank)

City Secretary Office
Official Record Copy

This Contract is executed to be effective as of the date of last signature.

Vertosoft, LLC

Authorized By: Signature on File

Name: Jay Colavita

Title: President

Date: 9/6/18

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 9/28/18

Office of General Counsel: mh 9/26/18

City Secretary Office
Official Record Copy

Vertosoft

1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 3/20/2024, 1:43 PM

Phone: 571 707-4130
Fax: 571-291-4119
Email: sales@vertosoft.com

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

OpenGov Quote for City of North Richland Hills, TX

Contract: DIR-TSO-4227

Quote #: Q-05256
Expires On: 4/30/2024

Ship To
City of North Richland Hills, TX

Quote For:
Name: Eric VonSchimmelmann
Company: City of North Richland Hills, TX
Email: evonschimmelmann@nrhtx.com
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF #
Net 30	Electronic	Check/ACH/Credit Card		

Overall POP Start Date: 5/20/2024
Overall POP End Date: 10/19/2024

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-GGBP-B100150M-NR-0Y	Professional Services Deployment - Prepaid - Between $100-150 Million - 0Y	393.00	$216.00	$84,888.00
			TOTAL:	$84,888.00

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at https://www.vertosoft.com/terms-and-conditions-opengov

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.
Credit Card Orders: Additional fees may apply if paying by credit card.

City Secretary Office
Official Record Copy

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

City Secretary Office
Official Record Copy

Vertosoft

Date: 3/22/2024, 10:34 AM

1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Phone: 571 707-4130
Fax: 571-291-4119
Email: sales@vertosoft.com

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

OpenGov Quote for City of North Richland Hills, TX

Contract: DIR-TSO-4227

Quote #: Q-05299
Expires On: 3/29/2024

Ship To

Quote For:
Name: Eric VonSchimmelmann
Company: City of North Richland Hills, TX
Email: evonschimmelmann@nrhtx.com
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF #
Net 30	Electronic	Check/ACH/Credit Card		

Overall POP Start Date: 10/20/2024
Overall POP End Date: 10/19/2027

Group2 10/20/2024-10/19/2025

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HAFQ-B100150M-RR-3Y	Asset Management - Between $100-150 Million - 3Y	1.00	$21,361.73	$21,361.73
OPGV-HAHC-B100150M-RR-3Y	Transportation Domain - Between $100-150 Million - 3Y	1.00	$9,098.86	$9,098.86
OPGV-HAHD-B100150M-RR-3Y	Walkability Domain - Between $100-150 Million - 3Y	1.00	$5,199.35	$5,199.35
OPGV-HAGA-B100150M-RR-3Y	Signal Domain - Between $100-150 Million - 3Y	1.00	$6,499.19	$6,499.19
OPGV-HAHB-B100150M-RR-3Y	Stormwater Domain - Between $100-150 Million - 3Y	1.00	$6,499.19	$6,499.19
OPGV-HAFZ-B100150M-RR-3Y	Wastewater Collection - Between $100-150 Million - 3Y	1.00	$6,499.19	$6,499.19
OPGV-HAHF-B100150M-RR-3Y	Water Distribution Domain - Between $100-150 Million - 3Y	1.00	$9,098.86	$9,098.86
OPGV-HAFS-B100150M-RR-3Y	Asset Builder - Between $100-150 Million - 3Y	1.00	$3,335.11	$3,335.11

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HAFT-B100150M-RR-3Y	Scenario Builder - Between $100-150 Million - 3Y	1.00	$5,558.52	$5,558.52
			Group2 TOTAL:	$73,150.00

Group3 10/20/2025-10/19/2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HAFQ-B100150M-RR-3Y	Asset Management - Between $100-150 Million - 3Y	1.00	$22,429.82	$22,429.82
OPGV-HAHC-B100150M-RR-3Y	Transportation Domain - Between $100-150 Million - 3Y	1.00	$9,553.81	$9,553.81
OPGV-HAHD-B100150M-RR-3Y	Walkability Domain - Between $100-150 Million - 3Y	1.00	$5,459.32	$5,459.32
OPGV-HAGA-B100150M-RR-3Y	Signal Domain - Between $100-150 Million - 3Y	1.00	$6,824.65	$6,824.65
OPGV-HAHB-B100150M-RR-3Y	Stormwater Domain - Between $100-150 Million - 3Y	1.00	$6,824.65	$6,824.65
OPGV-HAFZ-B100150M-RR-3Y	Wastewater Collection - Between $100-150 Million - 3Y	1.00	$6,824.65	$6,824.65
OPGV-HAHF-B100150M-RR-3Y	Water Distribution Domain - Between $100-150 Million - 3Y	1.00	$9,553.81	$9,553.81
OPGV-HAFS-B100150M-RR-3Y	Asset Builder - Between $100-150 Million - 3Y	1.00	$3,501.86	$3,501.86
OPGV-HAFT-B100150M-RR-3Y	Scenario Builder - Between $100-150 Million - 3Y	1.00	$5,836.44	$5,836.44
			Group3 TOTAL:	$76,809.01

Group4 10/20/2026-10/19/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HAFQ-B100150M-RR-3Y	Asset Management - Between $100-150 Million - 3Y	1.00	$23,551.31	$23,551.31
OPGV-HAHC-B100150M-RR-3Y	Transportation Domain - Between $100-150 Million - 3Y	1.00	$10,031.10	$10,031.10
OPGV-HAHD-B100150M-RR-3Y	Walkability Domain - Between $100-150 Million - 3Y	1.00	$5,732.28	$5,732.28
OPGV-HAGA-B100150M-RR-3Y	Signal Domain - Between $100-150 Million - 3Y	1.00	$7,165.88	$7,165.88
OPGV-HAHB-B100150M-RR-3Y	Stormwater Domain - Between $100-150 Million - 3Y	1.00	$7,165.35	$7,165.35
OPGV-HAFZ-B100150M-RR-3Y	Wastewater Collection - Between $100-150 Million - 3Y	1.00	$7,165.35	$7,165.35
OPGV-HAHF-B100150M-RR-3Y	Water Distribution Domain - Between $100-150 Million - 3Y	1.00	$10,031.49	$10,031.49
OPGV-HAFS-B100150M-RR-3Y	Asset Builder - Between $100-150 Million - 3Y	1.00	$3,676.96	$3,676.96
OPGV-HAFT-B100150M-RR-3Y	Scenario Builder - Between $100-150 Million - 3Y	1.00	$6,128.27	$6,128.27
			Group4 TOTAL:	$80,647.99

TOTAL: $230,607.00

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at https://www.vertosoft.com/terms-and-conditions-opengov

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.
Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

CERTIFICATE OF INTERESTED PARTIES

City Secretary Office
Official Record Copy

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1146435

Date Filed:
04/15/2024

Date Acknowledged:

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

Vertosoft LLC
Leesburg, VA United States

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

City of North Richland Hills, TX

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.

Q-05256, Q-05299
OpenGov software and related services

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Chet Hayes, and my date of birth is 05/22/1971.

My address is 1602 Village Market Blvd SE Ste. 320 (street), Leesburg (city), VA (state), 20175 (zip code), USA (country).

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

Executed in Loudoun County, State of VA, on the 15th day of April (month), 2024 (year).

Chet Hayes

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

City Secretary Office
Official Record Copy

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1146435

Date Filed:
04/15/2024

Date Acknowledged:
05/16/2024

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

Vertosoft LLC
Leesburg, VA United States

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

City of North Richland Hills, TX

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.

Q-05256, Q-05299
OpenGov software and related services

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

City Secretary Office
City of Record Copy

AMENDMENT NO. 1 TO
CITY OF NORTH RICHLAND HILLS
VERTOSOFT, LLC
COOPERATIVE PURCHASE CUSTOMER AGREEMENT

THE STATE OF TEXAS §

THE COUNTY OF TARRANT §

WHEREAS, the City of North Richland Hills ("City") and Vertosoft, LLC ("Contractor") collectively referred to as the "parties," made and entered into a Cooperative Purchase Customer Agreement effective on May 6, 2024 ("Agreement"); and

WHEREAS, the Agreement involves software and related services brands provided to the City and is governed by the terms and conditions of The Texas Department of Information Resources Contract No. DIR-TSO-4227 ("Cooperative Entity Contract"); and

WHEREAS, the Agreement provides for a maximum expenditure amount not to exceed $315,495.00 through October 19, 2027; and

WHEREAS, Contract No. DIR-TSO-4227 is no longer applicable to the products or services to be provided under the Agreement; and

WHEREAS, the parties now wish to amend the Agreement to accept the terms and conditions of additional Cooperative Entity contract(s), as amended, which is incorporated herein and will govern the purchase of goods or services of the Agreement going forward;

NOW THEREFORE, City and Contractor, acting herein by and through their duly authorized representatives, enter into the following agreement:

1. Effective October 14, 2024, the Agreement shall be governed by the terms and conditions of The Texas Department of Information Resources Contract No. DIR-CPO-5327, as amended, individually or collectively referred to herein as the Cooperative Entity Contract, which is incorporated into the Agreement by reference and available online at https://dir.texas.gov/contracts/dir-cpo-5327 or upon request from Contractor. The Cooperative Entity Contract expires on May 02, 2026, respectively.

2. All other provisions of the Agreement that are not expressly amended herein shall remain in full force and effect.

ACCEPTED AND AGREED:

CITY OF NORTH RICHLAND HILLS:

By: _____
Paulette A. Hartman, City Manager

Date: 10/24/24

VERTOSOFT, LLC :

By: David Ball Digitally signed by David Ball Date: 2024.10.09 14:54:23 -04'00'
Name, Title David Ball, Senior Director

Date: 10/9/24

APPROVED TO FORM AND LEGALITY:

By: _____
Bradley Anderle, City Attorney

ATTEST:-

By: _____
Alicia Richardson, City Secretary/Chief Governance Officer

CITY OF NORTH RICHLAND HILLS, TEXAS

City Secretary Office
Official Record Copy

NRH Council Action Y (N)

Date Approved 10.24.24

Agenda No. _____

Ord / Res No. _____

City Secretary Office
Archive Record Copy

STATE OF TEXAS

DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

Vertosoft LLC

1 INTRODUCTION

1.1 Parties

This contract for Software, Commercial Off-the-Shelf (COTS) and Related Services (this "Contract") is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Vertosoft LLC, a Virginia Limited Liability Company (LLC) (hereinafter "Successful Respondent"), with its principal place of business at 1602 Village Market Blvd. Suite 320 Leesburg, Virginia 20175.

1.2 Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-570, on February 2, 2023, for Software, Commercial Off-the-Shelf (COTS) and Related Services (the "RFO"). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-570, shall be posted by DIR on the Electronic State Business Daily.

1.3 Order of Precedence

A. For transactions under this Contract, the order of precedence shall be as follows:
   1. this Contract;
   2. Appendix A, Standard Terms and Conditions;
   3. Appendix B, Successful Respondent's Historically Underutilized Businesses Subcontracting Plan;
   4. Appendix C, Pricing Index;
   5. Exhibit 1, RFO DIR-CPO-TMP-570, including all Addenda; and
   6. Exhibit 2, Successful Respondent's Response to RFO DIR-CPO-TMP-570, including all Addenda.

B. Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent.

1.4 Definitions

Capitalized terms used but not defined herein have the meanings given to them in **Appendix A, Standard Terms and Conditions**.

2 TERM OF CONTRACT

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the "Initial Term"), with one (1) optional two-year renewal and two (2) optional one-year renewals (each, a "Renewal Term"). Prior to expiration of the Initial Term and each Renewal Term, this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal.

3 OPTION TO EXTEND

Successful Respondent agrees that DIR may require continued performance under this Contract at the rates specified in this Contact following the expiration of the Initial Term or any Renewal Term. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed ninety (90) calendar days. Such extension of services shall be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to the Successful Respondent.

4 PRODUCT AND SERVICE OFFERINGS

Products and services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-570 for Software, Commercial Off-the-Shelf (COTS) and Related Services. At DIR's sole discretion, Successful Respondent may incorporate changes or make additions to its product and service offerings, provided that any changes or additions must be within the scope of the RFO.

5 PRICING

5.1 Pricing Index

Pricing to Customers shall be as set forth in **Appendix C, Pricing Index**, and shall include the DIR Administrative Fee (as defined below).

5.2 Customer Discount

A. The minimum Customer discount for all products and services will be the percentage off List Price (as defined below) or MSRP (as defined below), as applicable, as specified in **Appendix C, Pricing Index**. Successful Respondent shall not establish a List Price or MSRP for a particular solicitation. For purposes of this Section, "List Price" is the price for a product or service published in Successful Respondent's price catalog (or similar document) before any discounts or price allowances are applied. For purposes of this Section, "MSRP," or manufacturer's suggested retail price, is the price list published by the manufacturer or publisher of a product and available to and recognized by the trade.

B. Customers purchasing products or services under this Contract may negotiate additional discounts with Successful Respondent. Successful Respondent and Customer shall provide the details of such additional discounts to DIR upon request.

C. If products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract, or (ii) to any other customer under the same terms and conditions provided for the State for the same products and services under this contract, then the price of such products and services under this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Successful Respondent for a quantity of one (1), but does not apply to volume or special pricing purchases. Successful Respondent shall notify DIR within ten (10) days of providing a lower price as described in this Section, and this Contract shall be amended within ten (10) days to reflect such lower price.

5.3 Changes to Prices

A. Subject to the requirements of this section, Successful Respondent may change the price of any product or service upon changes to the List Price or MSRP, as

applicable. Discount levels shall not be subject to such changes, and will remain consistent with the discount levels specified in this Contract.

B. Successful Respondent may revise its pricing by publishing a revised pricing list, subject to review and approval by DIR. If DIR, in its sole discretion, finds that the price of a product or service has been increased unreasonably, DIR may request that Successful Respondent reduce the pricing for the product or service to the level published before such revision. Upon such request, Successful Respondent shall either reduce the pricing as requested, or shall remove the product or service from the pricing list for this Contract. Failure to do so will constitute an act of default by Successful Respondent.

5.4 Shipping and Handling

Prices to Customers shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees may be charged to Customers for standard shipping and handling. If a Customer requests expedited or special delivery, Customer will be responsible for any additional charges for expedited or special delivery.

5.5 Travel Expenses

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of such services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking, and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program. Travel time may not be included as part of the amounts payable by Customer for any services provided under this Contract. The DIR Administrative Fee is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by the Customer. The Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

6 DIR ADMINISTRATIVE FEE

A. Successful Respondent shall pay an administrative fee to DIR based on the dollar value of all sales to Customers pursuant to this Contract (the "DIR Administrative Fee"). The amount of the DIR Administrative Fee shall be seventy-five hundredths of a percent (0.75%) of all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.

B. All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to increase or decrease the DIR Administrative Fee during the term of this Contract, upon written notice to Successful Respondent without amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

7 INTERNET ACCESS TO CONTRACT AND PRICING INFORMATION

In addition to the requirements listed in **Appendix A, Section 7.2, Internet Access to Contract and Pricing Information**, Successful Respondent shall include the following with its webpage:

A. A current price list or mechanism to obtain specific contract pricing;
B. MSRP/list price or DIR Customer price;
C. Discount percentage (%) off MSRP or List Price;
D. Warranty policies;
E. Return policies;
F. A link to DIR's list of TX-RAMP certified Cloud Products; and
G. A link to Service Level Agreements for each SaaS product awarded, which, at a minimum, shall include metrics and method for calculating and reporting results for:
    i. service availability;
    ii. recovery time objectives; and
    iii. data loss tolerance levels (also known as recovery point objectives).

8 USE OF ORDER FULFILLERS

8.1 Authorization to Use Order Fulfillers

Subject to the conditions in this Section 8, DIR agrees to permit Successful Respondent to utilize designated order fulfillers to provide products, services, and support resources to Customers under this Contract ("Order Fulfillers").

8.2 Designation of Order Fulfillers

A. Successful Respondent may designate Order Fulfillers to act as the distributors for products and services available under this Contract. In designating Order Fulfillers, Successful Respondent must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. DIR and Successful Respondent will agree on the number of Order Fulfillers that are Historically Underutilized Businesses as defined by the CPA.

B. In addition to the required Subcontracting Plan, Successful Respondent shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.

C. DIR reserves the right to require Successful Respondent to rescind any Order Fulfiller participation or request that Successful Respondent name additional Order Fulfillers should DIR determine it is in the best interest of the State.

D. Successful Respondent shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of this Contract. Successful Respondent shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of this Contract.

E. Successful Respondent may qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Successful Respondent's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the criteria.

F. Successful Respondent shall not prohibit any Order Fulfiller from participating in other procurement opportunities offered through DIR.

8.3 Changes in Order Fulfiller

Successful Respondent may add or remove Order Fulfillers throughout the term of this Contract upon written authorization by DIR. Prior to adding or removing Order Fulfillers, Successful Respondent must make a good faith effort to revise its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Successful Respondent shall provide DIR with its updated Subcontracting Plan and the Order Fulfillers information listed above.

8.4 Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall be in accordance with Section 5.

9 NOTIFICATION

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Lisa Massock or Successor in Office
Chief Procurement Officer
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Email: lisa.massock@dir.texas.gov

If sent to Successful Respondent:

Jay Colavita
President
Vertosoft LLC
1602 Village Market Blvd. Suite 320
Leesburg, Virginia 20175
Phone: (703) 568-4703
Email: jay@vertosoft.com

10 SOFTWARE LICENSE

10.1 Software License Agreement

A. Customers acquiring software licenses under this Contract shall hold, use, and operate such software subject to compliance with the Software License Agreement. Customer and Successful Respondent may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Successful Respondent. Successful Respondent shall make the Software License Agreement terms and conditions available to all Customers at all times.

B. Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement.

11 CONFLICTING OR ADDITIONAL TERMS

A. The terms and conditions of this Contract shall supersede any additional conflicting or additional terms in any additional service agreements, statement of work, and any other provisions, terms, conditions, and license agreements, including those which may be affixed to or accompany software upon delivery (sometimes called shrink-wrap or click-wrap agreements), and any linked or supplemental documents, which may be proposed, issued, or accepted by Successful Respondent and Customer in addition to this Contract (such additional agreements, "Additional Agreements"), regardless of when such Additional Agreements are proposed, issued, or accepted by Customer. Notwithstanding the foregoing, it is Customer's responsibility to review any Additional Agreements to determine if Customer accepts such Additional Agreement. If Customer does not accept such Additional Agreement, Customer shall be responsible for negotiating any changes thereto.

B. Any update or amendment to an Additional Agreement shall only apply to Purchase Orders for the associated product or service offering after the effective date of such update or amendment; provided that, if Successful Respondent has responded to a Customer's solicitation or request for pricing, any subsequent

update or amendment to an Additional Agreement may only apply to a resulting Purchase Order if Successful Respondent directly informs such Customer of such update or amendment before the Purchase Order is executed.

C. Successful Respondent shall not require any Additional Agreement that: i) diminishes the rights, benefits, or protections of Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer; or ii) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

D. If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract or the Purchase Order between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform such Purchase Order without regard to the prohibited documents, unless Customer elects instead to terminate such Purchase Order, which in such case may be identified as a termination for cause against Successful Respondent.

12 AUTHORIZED EXCEPTIONS TO APPENDIX A, STANDARD TERMS AND CONDITIONS

No exceptions have been agreed to by DIR and Successful Respondent.

(Remainder of this page intentionally left blank.)

This Contract is executed to be effective as of the date of last signature.

Vertosoft LLC

Authorized By: Signature on file

Name: Jay Colavita

Title: President

Date: 4/17/2024 | 5:26 PM PDT

The State of Texas, acting by and through the Department of Information Resources

Authorized By: : Signature on file

Name: Lisa Massock

Title: Chief Procurement Officer

Date: 5/2/2024 | 5:14 PM CDT

Office of General Counsel: Initials on File

Date: 5/2/2024 | 3:59 PM CDT

1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Phone: 571 707-4130
Fax: 571-291-4119
Email: sales@vertosoft.com

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

OpenGov Quote for City of North Richland Hills, TX

Contract: DIR-CPO-5327

Quote #: Q-05299

Expires On: 10/20/2024

Ship To

Quote For:
Name: Eric VonSchimmelmann
Company: City of North Richland Hills, TX
Email: evonschimmelmann@nrhtx.com
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF #
Net 30	Electronic	Check/ACH/Credit Card		

Overall POP Start Date: 10/20/2024
Overall POP End Date: 10/19/2027

Group2 10/20/2024-10/19/2025

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HAFQ-B100150M-RR-3Y	Asset Management - Between $100-150 Million - 3Y	1.00	$21,361.73	$21,361.73
OPGV-HAHC-B100150M-RR-3Y	Transportation Domain - Between $100-150 Million - 3Y	1.00	$9,098.86	$9,098.86
OPGV-HAHD-B100150M-RR-3Y	Walkability Domain - Between $100-150 Million - 3Y	1.00	$5,199.35	$5,199.35
OPGV-HAGA-B100150M-RR-3Y	Signal Domain - Between $100-150 Million - 3Y	1.00	$6,499.19	$6,499.19
OPGV-HAHB-B100150M-RR-3Y	Stormwater Domain - Between $100-150 Million - 3Y	1.00	$6,499.19	$6,499.19
OPGV-HAFZ-B100150M-RR-3Y	Wastewater Collection - Between $100-150 Million - 3Y	1.00	$6,499.19	$6,499.19
OPGV-HAHF-B100150M-RR-3Y	Water Distribution Domain - Between $100-150 Million - 3Y	1.00	$9,098.86	$9,098.86
OPGV-HAFS-B100150M-RR-3Y	Asset Builder - Between $100-150 Million - 3Y	1.00	$3,335.11	$3,335.11

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HAFT-B100150M-RR-3Y	Scenario Builder - Between $100-150 Million - 3Y	1.00	$5,558.52	$5,558.52
			Group2 TOTAL:	$73,150.00

Group3 10/20/2025-10/19/2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HAFQ-B100150M-RR-3Y	Asset Management - Between $100-150 Million - 3Y	1.00	$22,429.82	$22,429.82
OPGV-HAHC-B100150M-RR-3Y	Transportation Domain - Between $100-150 Million - 3Y	1.00	$9,553.81	$9,553.81
OPGV-HAHD-B100150M-RR-3Y	Walkability Domain - Between $100-150 Million - 3Y	1.00	$5,459.32	$5,459.32
OPGV-HAGA-B100150M-RR-3Y	Signal Domain - Between $100-150 Million - 3Y	1.00	$6,824.65	$6,824.65
OPGV-HAHB-B100150M-RR-3Y	Stormwater Domain - Between $100-150 Million - 3Y	1.00	$6,824.65	$6,824.65
OPGV-HAFZ-B100150M-RR-3Y	Wastewater Collection - Between $100-150 Million - 3Y	1.00	$6,824.65	$6,824.65
OPGV-HAHF-B100150M-RR-3Y	Water Distribution Domain - Between $100-150 Million - 3Y	1.00	$9,553.81	$9,553.81
OPGV-HAFS-B100150M-RR-3Y	Asset Builder - Between $100-150 Million - 3Y	1.00	$3,501.86	$3,501.86
OPGV-HAFT-B100150M-RR-3Y	Scenario Builder - Between $100-150 Million - 3Y	1.00	$5,836.44	$5,836.44
			Group3 TOTAL:	$76,809.01

Group4 10/20/2026-10/19/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HAFQ-B100150M-RR-3Y	Asset Management - Between $100-150 Million - 3Y	1.00	$23,551.31	$23,551.31
OPGV-HAHC-B100150M-RR-3Y	Transportation Domain - Between $100-150 Million - 3Y	1.00	$10,031.10	$10,031.10
OPGV-HAHD-B100150M-RR-3Y	Walkability Domain - Between $100-150 Million - 3Y	1.00	$5,732.28	$5,732.28
OPGV-HAGA-B100150M-RR-3Y	Signal Domain - Between $100-150 Million - 3Y	1.00	$7,165.88	$7,165.88
OPGV-HAHB-B100150M-RR-3Y	Stormwater Domain - Between $100-150 Million - 3Y	1.00	$7,165.35	$7,165.35
OPGV-HAFZ-B100150M-RR-3Y	Wastewater Collection - Between $100-150 Million - 3Y	1.00	$7,165.35	$7,165.35
OPGV-HAHF-B100150M-RR-3Y	Water Distribution Domain - Between $100-150 Million - 3Y	1.00	$10,031.49	$10,031.49
OPGV-HAFS-B100150M-RR-3Y	Asset Builder - Between $100-150 Million - 3Y	1.00	$3,676.96	$3,676.96
OPGV-HAFT-B100150M-RR-3Y	Scenario Builder - Between $100-150 Million - 3Y	1.00	$6,128.27	$6,128.27
			Group4 TOTAL:	$80,647.99

TOTAL:	$230,607.00

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at https://www.vertosoft.com/terms-and-conditions-opengov

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.
Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1374618

Date Filed:
10/08/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Vertosoft LLC
Leesburg, VA United States

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

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.
Q-15567
software and services

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Jay Colavita, and my date of birth is [redacted].

My address is 1602 Village Market Blvd STE 320, Leesburg (city), VA (state), 20175 (zip code), USA (country).

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

Executed in Loudoun County, State of VA, on the 8 day of October (month), 2025 (year).

H. Jay Colavita
Signature of authorized agent of contracting business entity
(Declarant)

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** October 27, 2025

SUBJECT: Authorize the City Manager to execute an interlocal agreement with the City of Richland Hills for the purchase of goods and services from vendors selected through the competitive bidding process authorized by the Texas Local Government Code.

PRESENTER: Trudy J. Lewis, Assistant City Manager

SUMMARY:

The City of Richland Hills (Richland Hills) is requesting to enter into an interlocal agreement for the purchase of goods and services from vendors selected through the competitive bidding process authorized by the Texas Local Government Code.

GENERAL DESCRIPTION:

Richland Hills is requesting to enter into an interlocal agreement for the purchase of goods and services with awarded vendors through the competitive bidding process by the City of North Richland Hills.

This will allow the City of Richland Hills to participate in contracts awarded by the City that may result in the addition of other entities' quantities at the next bidding opportunity. Increasing the volume of goods and services increases the possibility of lower prices.

Council has authorized several of these interlocal agreements in the past and they have been mutually beneficial to North Richland Hills and the other agencies. Each agency will place their orders and pay the vendors directly. North Richland Hills or Richland Hills may change or cancel the agreement with a 30-day written notice. North Richland Hills currently participates in interlocal agreements with several local governments throughout the DFW Metroplex and various parts of Texas.

RECOMMENDATION:

Authorize the City Manager to execute an interlocal agreement with the City of Richland Hills for the purchase of goods and services from vendors selected through the competitive bidding process authorized by the Texas Local Government Code.

INTERLOCAL AGREEMENT
BETWEEN
CITY OF NORTH RICHLAND HILLS AND THE CITY OF RICHLAND HILLS

This Agreement made and entered into by and between the City of North Richland Hills, hereinafter referred to as "NRH", and the City of Richland Hills, hereinafter referred to as "Richland Hills".

Pursuant to the authority granted by the Texas Interlocal Cooperation Act {Chapter 791 Texas Government Code} providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

NRH and Richland Hills desire to enter into an Agreement for the purchase of goods and services from vendors selected through the competitive bidding process as authorized by Section 791.025 Tx. Govt. Code. Specifications for said items should be determined in cooperation with the final approval of the entity processing the bid.

The responsibility of each entity shall be as follows:

I.

NORTH RICHLAND HILLS

1. NRH shall be allowed to purchase goods and services from vendors who have been selected by Richland Hills through the competitive bidding process. NRH will place orders directly with and pay directly to the selected vendor for goods and services purchased through a contract.

2. All purchases will be within the specifications that have been agreed to. NRH shall be responsible for the vendors' compliance with all conditions of delivery, price and quality of the purchased goods or services.

3. NRH shall give a 30-day written notification to all participating agencies of any change or cancellation of participation.

4. The Purchasing Agent, shall be designated as the official representative to act for NRH on all matters relating to this cooperative purchasing agreement.

II.

RICHLAND HILLS

1. Richland Hills shall be allowed to purchase goods and services from vendors who have been selected by NRH through the competitive bidding process of NRH. Richland Hills will place orders directly with and pay directly to the selected vendor for goods and services purchased through a contract.

2. All purchases will be within the specifications that have been agreed to. Richland Hills shall be responsible for the vendor's compliance with all conditions of delivery, price and quality of the purchased goods or services.

3. Richland Hills shall give a 30-day written notification to a participating agency of any change or cancellation of participation.

4. The Richland Hills Finance Director, shall be designated as the official representative to act for Richland Hills in all matters relating to this cooperative purchasing agreement.

III
MISCELLANEOUS

1. This is the entire agreement of the parties and supersedes all prior understandings and agreements between the parties regarding such matters. This Agreement may not be altered, amended, or modified except in writing signed by all parties to this Agreement. No official, agent, employee, or representative of either North Richland Hills or Richland Hills has the authority to alter, amend, or modify the terms of this Agreement.

2. Any clause, sentence, paragraph or article of this Agreement which is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement if the Agreement can be given effect without the invalid portion.

3. Any act of forbearance by either party will not constitute and will not have the effect of an amendment of this Agreement. The failure of either party to exercise any right under this Agreement under certain circumstances does not imply a waiver of such right under like circumstances later occurring.

4. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

5. This Agreement shall take effect upon execution by the signatories and shall be in effect from date of execution until terminated by either party with thirty (30) written notice.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers.

CITY OF NORTH RICHLAND HILLS

BY: _____
Paulette Hartman, City Manager

DATE: _____

CITY OF RICHLAND HILLS

BY: Candice Edmondson
Candice Edmondson, City Manager

DATE: 9-23-2025

ATTEST:

Alicia Richardson
City Secretary/Chief Governance Officer

ATTEST:

Lindsay Rawlinson
City Secretary

APPROVED AS TO FORM AND LEGALITY:

Bradley Anderle
City Attorney

APPROVED AS TO FORM AND LEGALITY:

Elizabeth Yelverton
City Attorney

CITY COUNCIL MEMORANDUM

From: The Office of the City Manager **Date:** October 27, 2025

Subject: Authorize the City Manager to execute an agreement with Novatech, Inc. for Copier Equipment Lease and Managed Print Services Agreement in an amount not to exceed $360,864 for a term of five years, using Department of Information Resources Contract DIR-TSO-CPO-5424.

Presenter: Trudy J. Lewis, Assistant City Manager

Summary:

Staff requests that the City Council consider authorizing the City Manager to execute a five year copier equipment lease and managed print services agreement with Novatech, Inc. This lease is accessible to the City through a Texas Department of Information Resources ("DIR") agreement (DIR-CPO-5424).

General Description:

In April 2025, the City began soliciting quotes from vendors that provide copier equipment leasing and print management services available to the City through existing contracts with various purchasing cooperatives (BuyBoard, DIR, etc.). In May 2025, staff assembled the quotes for evaluation. A total of nine quotes were received.

- Canon
- Datamax
- Imagenet
- Knight Enterprise
- Novatech
- Sharp
- Ubeo
- Xerox
- Zeno Digital Solutions

An employee committee evaluated the available information and invited Canon, Novatech, and Sharp to participate in formal presentations. The committee identified Novatech as the recommended vendor, based on qualifications, experience, service and maintenance program, supplies, support, and pricing. Novatech is the current vendor for the City copiers and is a local distributor for Konica Minolta equipment. Staff requests Council to consider entering into a 60-month equipment lease agreement accessed through DIR contract (DIR-CPO-5424). This streamlined cooperative purchasing program, which is available for state and local government entities in Texas, establishes a competitively-bid contract for technology products and services in compliance with applicable procurement laws of the

state. By participating in the DIR cooperative, the City meets all state competitive bidding requirements.

This agreement will provide the copiers utilized throughout the City. The lease term will be 60-months for an amount not to exceed $208,996; an average annual cost of $41,800. In addition to the lease of copiers, the City will enter into a 60-month managed print services agreement with Novatech. There are no renewals included as part of the agreement once the initial 60-month term expires. Novatech will be responsible for the deployment of the machines as well as providing the associated maintenance and supplies. Novatech's service fees are based on a cost per printed page, which will remain the same as current. Novatech has been the City's vendor for the past four years and has consistently provided exceptional service. Their response times for maintenance and repairs have been outstanding. This continuity of service will ensure a smooth transition and minimize any disruptions to City's operations.

Staff's recommendation is for Council to authorize the City Manager to execute the agreements with Konica Minolta and Novatech.

The agreement is for a 60-month period. Payments for utilization of this contract may be authorized annually during the budget process provided that funds have been budgeted for each remaining period of the contract, and the terms and conditions of the agreement have not changed. Those payments will not require additional City Council approval.

Recommendation:

Authorize the City Manager to execute an agreement with Novatech, Inc. for Copier Equipment Lease and Managed Print Services Agreement in an amount not to exceed $360,864 for a term of five years, using Department of Information Resources Contract DIR-TSO-CPO-5424.

STATE OF TEXAS

DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCT, SERVICES, AND RELATED SERVICES

Konica Minolta Business Solutions U.S.A., Inc.

1 INTRODUCTION

1.1 Parties

This contract for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services (this "Contract") is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Konica Minolta Business Solutions U.S.A., Inc. a New York For-Profit Corporation (hereinafter "Successful Respondent"), with its principal place of business at 100 Williams Drive, Ramsey, NJ 07446.

1.2 Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-583, on 11/03/2023, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services (the "RFO"). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-583, shall be posted by DIR on the Electronic State Business Daily.

1.3 Order of Precedence

A. For transactions under this Contract, the order of precedence shall be as follows:
   1. this Contract;
   2. **Appendix A, Standard Terms and Conditions**;
   3. **Appendix B, Successful Respondent's Historically Underutilized Businesses Subcontracting Plan**;

4. **Appendix C, Pricing Index**;
5. **Appendix D, Service Agreement template**;
6. **Appendix E, Master Operating Lease Agreement**;
7. **Appendix F, Master Lease Agreement**;
8. **Exhibit 1, RFO DIR-CPO-TMP-583**, including all Addenda; and
9. **Exhibit 2, Successful Respondent's Response to RFO** DIR-CPO-TMP-583, including all Addenda.

B. Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent.

1.4 Definitions

Capitalized terms used but not defined herein have the meanings given to them in **Appendix A, Standard Terms and Conditions**.

2 TERM OF CONTRACT

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the "Initial Term"), with one (1) optional two-year renewal and one (1) optional one-year renewal (each, a "Renewal Term"). Prior to expiration of the Initial Term and each Renewal Term, this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal.

3 OPTION TO EXTEND

Successful Respondent agrees that DIR may require continued performance under this Contract at the rates specified in this Contact following the expiration of the Initial Term or any Renewal Term. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed ninety (90) calendar days. Such extension of services shall be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to the Successful Respondent.

4 PRODUCT AND SERVICE OFFERINGS

Products and services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-583 for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. At DIR's sole discretion, Successful Respondent may incorporate changes or make additions to its product and service offerings, provided that any changes or additions must be within the scope of the RFO.

5 PRICING

5.1 Pricing Index

Pricing to Customers shall be as set forth in **Appendix C, Pricing Index**, and shall include the DIR Administrative Fee (as defined below).

5.2 Customer Discount

A. The minimum Customer discount for all products and services will be the percentage off List Price (as defined below) or MSRP (as defined below), as applicable, as specified in **Appendix C, Pricing Index**. Successful Respondent shall not establish a List Price or MSRP for a particular solicitation. For purposes of this Section, "List Price" is the price for a product or service published in Successful Respondent's price catalog (or similar document) before any discounts or price allowances are applied. For purposes of this Section, "MSRP," or manufacturer's suggested retail price, is the price list published by the manufacturer or publisher of a product and available to and recognized by the trade.

B. Customers purchasing products or services under this Contract may negotiate additional discounts with Successful Respondent. Successful Respondent and Customer shall provide the details of such additional discounts to DIR upon request.

C. If products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract, or (ii) to any other customer under the same terms and conditions provided for the State for the same products and services under this

contract, then the price of such products and services under this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Successful Respondent for a quantity of one (1), but does not apply to volume or special pricing purchases. Successful Respondent shall notify DIR within ten (10) days of providing a lower price as described in this Section, and this Contract shall be amended within ten (10) days to reflect such lower price.

5.3 Changes to Prices

A. Subject to the requirements of this section, Successful Respondent may change the price of any product or service upon changes to the List Price or MSRP, as applicable. Discount levels shall not be subject to such changes, and will remain consistent with the discount levels specified in this Contract.

B. Successful Respondent may revise its pricing by publishing a revised pricing list, subject to review and approval by DIR. If DIR, in its sole discretion, finds that the price of a product or service has been increased unreasonably, DIR may request that Successful Respondent reduce the pricing for the product or service to the level published before such revision. Upon such request, Successful Respondent shall either reduce the pricing as requested, or shall remove the product or service from the pricing list for this Contract. Failure to do so will constitute an act of default by Successful Respondent.

5.4 Shipping and Handling

Prices to Customers shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees may be charged to Customers for standard shipping and handling. If a Customer requests expedited or special delivery, Customer will be responsible for any additional charges for expedited or special delivery.

6 DIR ADMINISTRATIVE FEE

A. Successful Respondent shall pay an administrative fee to DIR based on the dollar value of all sales to Customers pursuant to this Contract (the "DIR Administrative Fee"). The amount of the DIR Administrative Fee shall be seventy-five hundredths of a percent (0.75%) of all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.

B. All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to increase or decrease the DIR Administrative Fee during the

term of this Contract, upon written notice to Successful Respondent without amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

7 INTERNET ACCESS TO CONTRACT AND PRICING INFORMATION

In addition to the requirements listed in **Appendix A, Section 7.2, Internet Access to Contract and Pricing Information**, Successful Respondent shall include the following with its webpage:

A. A current price list or mechanism to obtain specific contract pricing;
B. MSRP/list price or DIR Customer price;
C. Discount percentage (%) off MSRP or List Price;
D. Warranty policies; and
E. Return policies.

8 USE OF ORDER FULFILLERS

8.1 Authorization to Use Order Fulfillers

Subject to the conditions in this Section 8, DIR agrees to permit Successful Respondent to utilize designated order fulfillers to provide products, services, and support resources to Customers under this Contract ("Order Fulfillers").

8.2 Designation of Order Fulfillers

A. Successful Respondent may designate Order Fulfillers to act as the distributors for products and services available under this Contract. In designating Order Fulfillers, Successful Respondent must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. DIR and Successful Respondent will agree on the number of Order Fulfillers that are Historically Underutilized Businesses as defined by the CPA.
B. In addition to the required Subcontracting Plan, Successful Respondent shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.

C. DIR reserves the right to require Successful Respondent to rescind any Order Fulfiller participation or request that Successful Respondent name additional Order Fulfillers should DIR determine it is in the best interest of the State.
D. Successful Respondent shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of this Contract. Successful Respondent shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of this Contract.
E. Successful Respondent may qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Successful Respondent's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the criteria.
F. Successful Respondent shall not prohibit any Order Fulfiller from participating in other procurement opportunities offered through DIR.

8.3 Changes in Order Fulfiller

Successful Respondent may add or remove Order Fulfillers throughout the term of this Contract upon written authorization by DIR. Prior to adding or removing Order Fulfillers, Successful Respondent must make a good faith effort to revise its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Successful Respondent shall provide DIR with its updated Subcontracting Plan and the Order Fulfillers information listed above.

8.4 Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall be in accordance with Section 5.

9 NOTIFICATION

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Lisa Massock or Successor in Office
Chief Procurement Officer
Department of Information Resources
300 W. 15th St., Suite 1300

Austin, Texas 78701
Phone: (512) 475-4700

If sent to Successful Respondent:

Kristen McKenna
Konica Minolta Business Solutions U.S.A., Inc.
100 Williams Drive
Ramsey, NJ 07446
Phone: (703) 760-3551
Email: kristen.mckenna@kmbs.konicaminolta.us

10 SOFTWARE LICENSE, LEASE, AND SERVICE AGREEMENTS

10.1 Software License Agreement

A. Customers acquiring software licenses under this Contract shall hold, use, and operate such software subject to compliance with the Software License Agreement. Customer and Successful Respondent may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Successful Respondent. Successful Respondent shall make the Software License Agreement terms and conditions available to all Customers at all times.

B. Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement.

10.2 Service Agreement

Services provided under this Contract shall be in accordance with the Service Agreement as set forth in **Appendix D** of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Successful Respondent and DIR. Successful Respondent and Customer may agree to terms and conditions that do not diminish or lessen the rights or protections of the Customer or the responsibilities or liabilities of Successful Respondent.

10.3 Master Operating Lease Agreement

DIR and Successful Respondent hereby agree that Successful Respondent is authorized to utilize the Master Operating Lease Agreement in **Appendix E** of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR Contracts.

10.4 Master Lease Agreement

DIR and Successful Respondent hereby agree that Successful Respondent is authorized to utilize the Master Lease Agreement in **Appendix F** of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

11 CONFLICTING OR ADDITIONAL TERMS

A. The terms and conditions of this Contract shall supersede any additional conflicting or additional terms in any additional service agreements, statement of work, and any other provisions, terms, conditions, and license agreements, including those which may be affixed to or accompany software upon delivery (sometimes called shrink-wrap or click-wrap agreements), and any linked or supplemental documents, which may be proposed, issued, or accepted by Successful Respondent and Customer in addition to this Contract (such additional agreements, "Additional Agreements"), regardless of when such Additional Agreements are proposed, issued, or accepted by Customer. Notwithstanding the foregoing, it is Customer's responsibility to review any Additional Agreements to determine if Customer accepts such Additional Agreement. If Customer does not accept such Additional Agreement, Customer shall be responsible for negotiating any changes thereto.

B. Any update or amendment to an Additional Agreement shall only apply to Purchase Orders for the associated product or service offering after the effective date of such update or amendment; provided that, if Successful Respondent has responded to a Customer's solicitation or request for pricing, any subsequent

update or amendment to an Additional Agreement may only apply to a resulting Purchase Order if Successful Respondent directly informs such Customer of such update or amendment before the Purchase Order is executed.

C. Successful Respondent shall not require any Additional Agreement that: i) diminishes the rights, benefits, or protections of Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer; or ii) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

D. If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract or the Purchase Order between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform such Purchase Order without regard to the prohibited documents, unless Customer elects instead to terminate such Purchase Order, which in such case may be identified as a termination for cause against Successful Respondent.

12 AUTHORIZED EXCEPTIONS TO APPENDIX A, STANDARD TERMS AND CONDITIONS

A. Appendix A, Section 10.1.2 Infringements, is hereby deleted and replaced in its entirety as follows:

Successful Respondent shall have no obligation for any claim of infringement caused by: (i) any designs, specifications or requirements provided by Customer, or on Customer's behalf by a third party; (ii) modifications made by any party other than Successful Respondent or without Successful Respondent's written approval; (iii) Customer's non-compliance with applicable documentation provided by Successful Respondent; (iv) use of the product or services for a purpose or in a manner not contemplated by this Contract or applicable documentation; (v) Customer use or combination of products, services, or deliverables with products, software, or services that are not provided by Successful Respondent; or (vi) Customer's failure to change or replace a product,

service, or deliverable as required and properly notified by Successful Respondent. If Successful Respondent becomes aware of an actual or potential claim of an Infringement, or Customer provides Successful Respondent with notice of an actual or potential claim of an Infringement, Successful Respondent may (or in the case of an injunction against Customer, shall), at Successful Respondent's sole expense: (i) procure for Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

(Remainder of this page intentionally left blank.)

This Contract is executed to be effective as of the date of last signature.

Konica Minolta Business Solutions U.S.A., Inc.

Authorized By: Signature on File

Name: Kristen McKenna

Title: Director, Government Contracts

Date: 7/15/2025 | 5:26 PM EDT

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Lisa Massock

Title: Chief Procurement Officer

Date: 7/18/2025 | 3:11 PM CDT

Office of General Counsel: Initials on File

Date: 7/18/2025 | 1:46 PM CDT

Department of Information Resources

DIR-CPO-5424 Appendix A

Standard Contract Terms and Conditions

Cooperative Contracts

Contents

1 Contract Scope 5
2 No Quantity Guarantees 5
3 Definitions 5
3.1 Compliance Check 5
3.2 Contract 5
3.3 CPA 5
3.4 Customer 5
3.5 Business day 6
3.6 DIR 6
3.7 Effective Date 6
3.8 Invoice 6
3.9 Purchase Order 6
3.10 State 6
3.11 Statement of Work (SOW) 6
3.12 Subcontracting Plan 6
3.13 Successful Respondent 6
3.14 Third-Party Provider 7
4 General Provisions 7
4.1 Entire Agreement 7
4.2 Modification of Contract Terms and/or Amendments 7
4.3 Invalid Term or Condition 7
4.4 Assignment 8
4.5 Survival 8
4.6 Choice of Law 8
4.7 Limitation of Authority 8
4.8 Proof of Financial Stability 9
4.9 Data Location 9
4.10 Independent Contractor 9
5 Intellectual Property Matters 9
5.1 Intellectual Property Matters Definitions 9
5.1.1 “Work Product” 9
5.1.2 “Intellectual Property Rights” 10
5.1.3 “Third Party IP” 10
5.1.4 “Successful Respondent IP” 10
5.2 Ownership 11
5.3 Further Actions 11
5.4 Waiver of Moral Rights 12
5.5 Confidentiality 12
5.6 Injunctive Relief 12
5.7 Return of Materials Pertaining to Work Product 12
5.8 Successful Respondent License to Use 13

5.9 Third-Party Underlying and Derivative Works 13
5.10 Agreement with Third Party Providers 13
5.11 License to Customer 13
5.12 Successful Respondent Development Rights 14
6 Terms and Conditions Applicable to State Agency Purchases Only 14
7 Contract Fulfillment and Promotion 15
7.1 Service, Sales and Support of the Contract 15
7.2 Internet Access to Contract and Pricing Information 15
7.3 Accurate and Timely Contract Information 16
7.4 Webpage Compliance Checks 16
7.5 Webpage Changes 16
7.6 Use of Access Data Prohibited 17
7.7 Responsibility for Content 17
7.8 Services Warranty and Return Policies 17
7.9 DIR and Customer Logos 17
7.10 Successful Respondent Logo 17
7.11 Trade Show Participation 17
7.12 Orientation Meeting 18
7.13 Performance Review Meetings 18
7.14 DIR Cost Avoidance 18
8 Purchase Orders, Invoices, and Payments 18
8.1 Purchase Orders 18
8.2 Invoices 18
8.3 Payments 19
8.4 Tax-Exempt 19
8.5 Travel Expense Reimbursement 19
9 Contract Administration 19
9.1 Contract Managers 19
9.1.1 DIR Contract Manager 19
9.1.2 Successful Respondent Contract Manager 19
9.2 Reporting and Administrative Fees 20
9.2.1 Reporting Responsibility 20
9.2.2 Detailed Monthly Report 20
9.2.3 Historically Underutilized Businesses Subcontract Reports 20
9.2.4 DIR Administrative Fee 21
9.2.5 Accurate and Timely Submission of Reports 21
9.3 Records and Audit 22
9.4 Contract Administration Notification 23
10 Successful Respondent Responsibilities 23
10.1 Indemnification 23

10.1.1 Indemnities by Successful Respondent 23
10.1.2 Infringements 24
10.2 Property Damage 24
10.3 Taxes/Worker's Compensation/Unemployment Insurance 24
10.4 Successful Respondent Certifications 25
10.5 Ability to Conduct Business in Texas 27
10.6 Equal Opportunity Compliance 28
10.7 Use of Subcontractors 28
10.8 Responsibility for Actions 28
10.9 Confidentiality 28
10.10 Security of Premises, Equipment, Data and Personnel 29
10.11 Background and/or Criminal History Investigation 29
10.12 Limitation of Liability 29
10.13 Overcharges 30
10.14 Prohibited Conduct 30
10.15 Required Insurance Coverage 30
10.15.1 Commercial General Liability 31
10.15.2 Workers' Compensation Insurance 31
10.15.3 Business Automobile Liability Insurance 31
10.16 Use of State Property 31
10.17 Immigration 31
10.18 Public Disclosure 32
10.19 Product and/or Services Substitutions 32
10.20 Secure Erasure of Hard Disk Managed Services Products and/or Services 32
10.21 Deceptive Trade Practices; Unfair Business Practices 32
10.22 Drug Free Workplace Policy 32
10.23 Public Information 33
10.24 Successful Respondent Reporting Requirements 33
10.25 Cybersecurity Training 33
11 Contract Enforcement 33
11.1 Enforcement of Contract and Dispute Resolution 33
11.2 Termination 34
11.2.1 Termination for Non-Appropriation 34
11.2.2 Absolute Right 34
11.2.3 Termination for Convenience 34
11.2.4 Termination for Cause 35
11.2.5 Immediate Termination or Suspension 35
11.2.6 Customer Rights Under Termination 36
11.2.7 Successful Respondent Rights Under Termination 36
11.3 Force Majeure 36
12 Non-Solicitation of State Employees 36
13 Warranty 36

14 Notification 37
14.1 Notices 37
14.2 Handling of Written Complaints 37
15 Captions 37

The following terms and conditions shall govern the conduct of DIR and Successful Respondent during the term of the Contract.

1 CONTRACT SCOPE

Successful Respondent shall provide the products and/or services specified in the Contract for purchase by Customers. Terms used in this document shall have the meanings set forth below in Section 3 Definitions.

2 NO QUANTITY GUARANTEES

The Contract is not exclusive to Successful Respondent. Customers may obtain services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and/or services will be procured through the Contract.

3 DEFINITIONS

3.1 Compliance Check

An audit of Successful Respondent's compliance with the Contract which may be performed by a third-party auditor, DIR Internal Audit department, DIR contract management staff, or their designees.

3.2 Contract

The DIR Contract between DIR and Successful Respondent into which this Appendix A is incorporated.

3.3 CPA

Refers to the Texas Comptroller of Public Accounts.

3.4 Customer

Any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, a public safety entity, as defined by 47 U.S.C. Section 1401, or a county hospital, public hospital, or hospital district, the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code, and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001:

A. A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
B. A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
C. Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;

D. A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;
E. A local workforce development board created under Section 2308.253, Texas Government Code;
F. A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
G. The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
H. A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
I. A nonprofit organization that provides affordable housing.

3.5 Business day

Shall mean business days, Monday through Friday, except for State and Federal holidays. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.

3.6 DIR

Refers to the Texas Department of Information Resources.

3.7 Effective Date

Refers to the effective date of the Contract as set forth therein.

3.8 Invoice

Refers to a Customer approved instrument submitted by Successful Respondent for payment of services.

3.9 Purchase Order

Refers to Customer's fiscal form or format, contract with Successful Respondent, or other document used by Customer to authorize the purchase of products or services from Successful Respondent under the Contract, including but not limited to a formal written purchase order, procurement card, electronic purchase order, or another authorized instrument.

3.10 State

Refers to the State of Texas.

3.11 Statement of Work (SOW)

Means a document entered into between Customer and Successful Respondent describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Successful Respondent is to provide Customer, issued pursuant to the Contract.

3.12 Subcontracting Plan

Refers to **Appendix B**, Successful Respondent's Historically Underutilized Business Subcontracting Plan.

3.13 Successful Respondent

Refers to the party identified as either "Successful Respondent" or "Vendor" in Section 1.1 of the Contract.

3.14 Third-Party Provider

Refers to an agent, affiliate, subcontractor, vendor, reseller, manufacturer, publisher, distributor, order fulfiller or other person or entity designated or directed by Successful Respondent to provide products or services to a Customer in performance of, related to, or in support of a Purchase Order issued under the Contract.

4 GENERAL PROVISIONS

4.1 Entire Agreement

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and Successful Respondent. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

4.2 Modification of Contract Terms and/or Amendments

A. The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Successful Respondent.
B. DIR may amend the Contract upon thirty (30) calendar days written notice to Successful Respondent without the need for Successful Respondent's written consent: i) as necessary to satisfy a regulatory requirement imposed upon DIR by a governing body with the appropriate authority, or ii) as necessary to satisfy a procedural change due to DIR system upgrades or additions.
C. Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Successful Respondent may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.
D. Customer(s) and Successful Respondent will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract.

4.3 Invalid Term or Condition

A. To the extent any term or condition in the Contract conflicts with the applicable Texas and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a Contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable Texas and/or United States law or regulation which conflicts with the Contract term or condition.
B. If one (1) or more term or condition in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent

jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full force and effect.

4.4 Assignment

A. DIR may assign the Contract without prior written approval to: i) a successor in interest (another state agency as designated by the Texas Legislature), or ii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority.
B. A Customer may assign a Purchase Order issued under the Contract without prior written approval to: i) a successor in interest (another state agency as designated by the Texas Legislature), or ii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority.
C. Successful Respondent shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the DIR. Any attempted assignment in violation of this provision is void and without effect.

4.5 Survival

All applicable Statements of Work that were entered into between Successful Respondent and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Successful Respondent shall survive expiration or termination of the Contract for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than three (3) years. In all instances of termination or expiration and no later than five (5) days after termination or expiration or upon DIR request, Successful Respondent shall provide a list, in accordance with the format requested by DIR (i.e., Excel, Word, etc.), of all surviving Statements of Work and Purchase Orders to the DIR Contract Manager and shall continue to report sales and pay the DIR Administrative Fees for the duration of all such surviving Statements of Work and Purchase Orders. Rights and obligations under the Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality; and indemnification will remain in effect.

4.6 Choice of Law

The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. In any litigation where any state agency is a party, and subject to the requirements of Chapter 2260, Texas Government Code, the exclusive venue of any such suit arising under the Contract is fixed in the state courts of Travis County, Texas. If litigation does not involve any state agency, then venue is fixed in the state courts of the Texas county where the Customer is primarily situated, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting Agency. Regardless of any provision anywhere in the Contract, no state agency or other Customer in any manner waives any defense or immunity whatsoever.

4.7 Limitation of Authority

Successful Respondent shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State except as expressly provided for in the Contract; no other authority,

power or use is granted or implied. Successful Respondent may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

4.8 Proof of Financial Stability

Either DIR or Customer may require Successful Respondent to provide proof of financial stability prior to or at any time during the Contract term.

4.9 Data Location

Regardless of any other provision of the Contract or its incorporated or referenced documents, all of the data for State of Texas Customers shall remain, and be stored, processed, accessed, viewed, transmitted, and received, always and exclusively within the contiguous United States. A State of Texas Customer can specifically request otherwise; however, Successful Respondent shall notify DIR promptly after such request is made. For all Customers outside the State of Texas' jurisdiction, the question of data location shall be at the discretion of such Customers. **NOTE**: CUSTOMERS SHOULD CONSIDER WHETHER THEY REQUIRE CONTIGUOUS US-ONLY DATA LOCATION AND HANDLING AND MAKE SUCCESSFUL RESPONDENT AWARE OF THEIR REQUIREMENTS.

4.10 Independent Contractor

SUCCESSFUL RESPONDENT AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THE CONTRACT, IT IS FURNISHING SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT SUCCESSFUL RESPONDENT IS NOT AN EMPLOYEE OF THE CUSTOMER, DIR, OR THE STATE OF TEXAS.

5 INTELLECTUAL PROPERTY MATTERS

5.1 Intellectual Property Matters Definitions

5.1.1 "Work Product"

Means any and all deliverables produced by Successful Respondent for Customer under a Statement of Work issued pursuant to the Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Effective Date, including but not limited to any:

(i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, configurations, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works),

(ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin,

(iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how,

(iv) domain names,

(v) any copies, and similar or derivative works to any of the foregoing,

(vi) all documentation and materials related to any of the foregoing,

(vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and

(viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with the Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit:

a. by any Successful Respondent personnel or Customer personnel, or

b. any Customer personnel who then became personnel to Successful Respondent or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Successful Respondent or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5.1.2 "Intellectual Property Rights"

Means the worldwide legal rights or interests, including but not limited to all United States and foreign patents, copyrights, trademarks, service marks, trade secrets, moral rights, author's rights, reversionary rights, and any and all other intellectual property or similar rights, evidenced by or embodied in:

i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how;

ii) any work of authorship, including any copyrights, moral rights or neighboring rights;

iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin;

iv) domain name registrations; and

v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

5.1.3 "Third Party IP"

Means the Intellectual Property Rights of any third party that is not a party to the Contract or a Purchase Order or Statement of Work issued under the Contract, and that is not directly or indirectly providing any goods or services to Customer under the Contract or a Purchase Order or Statement of Work issued under the Contract.

5.1.4 "Successful Respondent IP"

Shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Successful Respondent:

i) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the services or Work Product, or

ii) after the Effective Date if such tangible or intangible items or things were independently developed by Successful Respondent outside Successful Respondent's provision of services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Successful Respondent or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Successful Respondent or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5.2 Ownership

As between Successful Respondent and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Successful Respondent. Successful Respondent specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Successful Respondent hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title, and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Successful Respondent acknowledges that Successful Respondent and Customer do not intend Successful Respondent to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Successful Respondent, to all Successful Respondent materials, premises, and computer files containing the Work Product. Successful Respondent and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Successful Respondent.

5.3 Further Actions

Successful Respondent, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Successful Respondent's signature due to the dissolution of Successful Respondent or Successful Respondent's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Successful Respondent hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Successful Respondent's agent and Successful Respondent's attorney-in-fact to act for and in Successful Respondent's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Successful Respondent, provided however that no such grant of right to Customer is applicable if Successful Respondent fails to execute any document due to a good faith dispute by Successful Respondent with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Successful Respondent shall

cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

5.4 Waiver of Moral Rights

Successful Respondent hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Successful Respondent may now have or which may accrue to Successful Respondent's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Successful Respondent acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

5.5 Confidentiality

All documents, information and materials forwarded to Successful Respondent by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Successful Respondent under Section 5.8 Successful Respondent License to Use. Hereunder, Successful Respondent shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

5.6 Injunctive Relief

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Successful Respondent acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of the Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

5.7 Return of Materials Pertaining to Work Product

Upon the request of Customer, but in any event upon termination or expiration of the Contract, or a Statement of Work, Successful Respondent shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Successful Respondent or furnished by Customer to Successful Respondent, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This Section is intended to apply to all Work Product as well as to all documents and things furnished to Successful Respondent by Customer or by anyone else that pertain to the Work Product.

5.8 Successful Respondent License to Use

Customer hereby grants to Successful Respondent a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the services to Customer. Except as provided in this Section, neither Successful Respondent nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

5.9 Third-Party Underlying and Derivative Works

A. To the extent that any Successful Respondent IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the services, Successful Respondent hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to
   i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Successful Respondent IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and
   ii) authorize others to do any or all of the foregoing. Successful Respondent agrees to notify Customer on delivery of the Work Product or services if such materials include any Third Party IP.

B. On request, Successful Respondent shall provide Customer with documentation indicating a third party's written approval for Successful Respondent to use any Third Party IP that may be embodied or reflected in the Work Product.

5.10 Agreement with Third Party Providers

Successful Respondent agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any Third Party Providers, prior to their providing such services or Work Product pursuant to the Contract, and that Successful Respondent shall maintain such written agreements at all times during performance of the Contract, which are sufficient to support all performance and grants of rights by Successful Respondent. Copies of such agreements shall be provided to the Customer promptly upon request.

5.11 License to Customer

Successful Respondent grants to Customer, at no additional charge, a world-wide, non-exclusive, perpetual, irrevocable, royalty free right and license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Successful Respondent IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Successful Respondent IP remain in Successful Respondent.

5.12 Successful Respondent Development Rights

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in the Contract shall preclude Successful Respondent from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Successful Respondent wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Successful Respondent and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

6 TERMS AND CONDITIONS APPLICABLE TO STATE AGENCY PURCHASES ONLY

A. Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR state agency and Institution of Higher Education Customers must procure EIR that complies with the Accessibility Standards defined in the Texas Administrative Codes 1 TAC 206, 1 TAC 213, and in the Worldwide Web Consortium WCAG 2.0 AA technical standard as applicable, and when such products or services are available in the commercial marketplace or when such products are developed in response to procurement solicitations. Successful Respondent hereby represents, certifies, and warrants that it and its products and services comply with all relevant accessibility laws and standards.

i) Upon request, and prior to a DIR Customer purchase, Successful Respondent must provide accurate Accessibility Conformance Reports (ACRs) created using the applicable sections of the Voluntary Product Accessibility Template® (VPAT®) Revised Section 508 Edition (Version 2.3 or higher) or links to ACRs located on manufacturer websites for Commercial Off the Shelf (COTS) products, including Software as a Service (SaaS), for each product or product family (as applicable) included in the submitted pricelist. Instructions on how to complete this document are included in the template itself. ACRs based on earlier versions of the VPAT® template will be accepted if such competed ACRs already exist, and there have been no changes to the product/service since the time of the original document completion.

ii) If Successful Respondent claims that a proposed product or family of products is exempt from accessibility requirements, it must specify the product(s) as such in "Notes" located in the product information section of the VPAT v.2.3 or higher, or as an additional note in the product information section of older VPAT versions of the form, specifying each exempt product or product family with a supporting statement(s) for this position.

iii) Upon request, and prior to a DIR customer purchase for IT development services, Successful Respondent must provide a completed, current, accurate, Vendor Accessibility Development Services Information Request (VADSIR) form for non-COTS offerings (such as IT related development services, services that include user accessed, online components, etc.) which documents Successful Respondent's capability or ability to produce accessible electronic and information resources.

iv) Additionally, Successful Respondent must ensure that EIR Accessibility criteria are integrated into key phases of the project development lifecycle including but not limited to

planning, design, development, functional testing, user acceptance testing, maintenance; and report accessibility status at key project checkpoints as defined by DIR customers.

v) Upon request, and prior to a Customer purchase for COTS products, or IT development services, Successful Respondent must provide a completed, current, accurate, Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment.

vi) Also upon request, Successful Respondent must provide additional documentation that supports the information contained in the aforementioned completed forms. Examples may include but are not limited to: executed accessibility test plans and results, corrective actions plans, description of accessibility test tools, platforms, and methods, and prior work.

B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)

i) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).

ii) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

iii) Successful Respondent agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Section.

7 CONTRACT FULFILLMENT AND PROMOTION

7.1 Service, Sales and Support of the Contract

Successful Respondent shall provide service, sales, and support resources to serve all Customers. It is the responsibility of Successful Respondent to sell, market, and promote products and services available under the Contract. Successful Respondent shall use best efforts to ensure that potential Customers are made aware of the existence of the Contract. All contracts for and sales to Customers for products and services available under the Contract shall be in accordance with the Contract.

7.2 Internet Access to Contract and Pricing Information

A. Successful Respondent Webpage

Within thirty (30) calendar days from the Effective Date, Successful Respondent will establish and maintain a webpage specific to the services awarded under the Contract that is clearly distinguishable from other, non-DIR Contract offerings on Successful Respondent's website. Successful Respondent must use a web hosting service that provides a dedicated internet protocol (IP) address. Successful Respondent's website must have a Secure Sockets Layer (SSL) certificate and Customers must access Successful Respondent's website using Hyper Text Transfer Protocol Secure (HTTPS) and it will encrypt all communication between Customer browser and website. The webpage must include:

i) a list with description of products and/or services awarded;
ii) Successful Respondent contact information (name, telephone number and email address);
iii) instructions for obtaining quotes and placing Purchase Orders;
iv) the DIR Contract number with a hyperlink to the Contract's DIR webpage;
v) a link to the DIR "Cooperative Contracts" webpage;
vi) the DIR logo in accordance with the requirements of Section 7.9; and
vii) any other information that the Contract indicates is required to be included on the webpage.

B. If Successful Respondent does not meet the webpage requirements listed above, DIR may cancel the Contract without penalty.

7.3 Accurate and Timely Contract Information

Successful Respondent warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained, and displayed in an objective and timely manner. Successful Respondent, at its own expense, shall correct any non-conforming or inaccurate information posted at Successful Respondent's website within ten (10) business days after written notification by DIR.

7.4 Webpage Compliance Checks

Periodic Compliance Checks of the information posted for the Contract on Successful Respondent's website will be conducted by DIR. Upon request by DIR, Successful Respondent shall provide verifiable documentation that pricing listed upon this website is compliant with the pricing as stated in the Contract.

7.5 Webpage Changes

Successful Respondent hereby consents to a link from the DIR website to Successful Respondent's website in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Successful Respondent with subsequent notice of link suspension, termination or removal. Successful Respondent shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

7.6 Use of Access Data Prohibited

If Successful Respondent stores, collects, or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Successful Respondent for the purpose of implementing or marketing the Contract, and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Successful Respondent shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

7.7 Responsibility for Content

Successful Respondent is solely responsible for administration, content, intellectual property rights, and all materials at Successful Respondent's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

7.8 Services Warranty and Return Policies

Successful Respondent will adhere to Successful Respondent's then-currently published policies concerning product and service warranties and returns. Such policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated customers for like products and services.

7.9 DIR and Customer Logos

Successful Respondent may use a Customer's logo only upon prior written approval of such Customer. Successful Respondent may use the DIR logo in the promotion of the Contract to Customers with the following stipulations:

A. the logo may not be modified in any way,
B. when displayed, the size of the DIR logo must be equal to or smaller than Successful Respondent's logo,
C. the DIR logo is only used to communicate the availability of services under the Contract to Customers, and
D. any other use of the DIR logo requires prior written permission from DIR.

7.10 Successful Respondent Logo

If DIR receives Successful Respondent's prior written approval, DIR may use Successful Respondent's name and logo in the promotion of the Contract to communicate the availability of services under the Contract to Customers. Use of the logo may be on the DIR website or on printed materials. Any use of Successful Respondent's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Successful Respondent's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Successful Respondent.

7.11 Trade Show Participation

At DIR's discretion, Successful Respondent may be required to participate in no more than two (2) DIR sponsored trade shows each calendar year. Successful Respondent understands and agrees that participation, at Successful Respondent's expense, includes providing a manned booth display or similar presence. DIR will provide four (4) months advance notice of any required participation. Successful Respondent must display the DIR logo at all trade shows that potential Customers will attend. DIR

reserves the right to approve or disapprove of the location or the use of the DIR logo in or on Successful Respondent's booth.

7.12 Orientation Meeting

Within thirty (30) calendar days from execution of the Contract, Successful Respondent will be required to attend an orientation meeting to discuss the content and procedures of the Contract to include administrative requirements for reporting and administrative fee payments. The meeting will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and Successful Respondent or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of Successful Respondent for attendance at the meeting.

7.13 Performance Review Meetings

Successful Respondent shall attend periodic meetings to review Successful Respondent's performance under the Contract at DIR's request. The meetings will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and Successful Respondent or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of Successful Respondent for attendance at the meeting.

7.14 DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Successful Respondent shall provide DIR with a detailed report of a representative sample of products or services sold under the Contract. The report shall contain: product or service description, list price, price to Customer under the Contract, and pricing from three (3) alternative sources under which DIR Customers can procure the products or services.

8 PURCHASE ORDERS, INVOICES, AND PAYMENTS

8.1 Purchase Orders

All Customer Purchase Orders will be placed directly with Successful Respondent. Accurate Purchase Orders shall be effective and binding upon Successful Respondent when accepted by Successful Respondent.

8.2 Invoices

A. Invoices shall be submitted by Successful Respondent directly to Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for services purchased under the Contract and any provision of acceptance of such services shall be made by the Customer to Successful Respondent. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Successful Respondent will agree to acceptable terms.
B. Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to services, prices, and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the products and services by the Customer.
C. The DIR Administrative Fee shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

8.3 Payments

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Successful Respondent. The statute states that payments for goods and services are due thirty (30) calendar days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Successful Respondent will agree to acceptable terms.

8.4 Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under the Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under the Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Customers shall provide evidence of tax-exempt status to Successful Respondent upon request.

8.5 Travel Expense Reimbursement

Pricing for services provided under the Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (https://comptroller.texas.gov/purchasing/programs/travel-management/). Travel time may not be included as part of the amounts payable by Customer for any services rendered under the Contract. The DIR Administrative Fee is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer. Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

9 CONTRACT ADMINISTRATION

9.1 Contract Managers

DIR and Successful Respondent will each provide a contract manager ("Contract Manager") to support the Contract (respectively, the "DIR Contract Manager" and "Successful Respondent Contract Manager"). Information regarding each Contract Manager will be posted on the internet website designated for the Contract. DIR reserves the right to require a change in Successful Respondent Contract Manager if Successful Respondent Contract Manager is not, in the sole opinion of DIR, adequately serving the needs of the State.

9.1.1 DIR Contract Manager

The DIR Contract Manager's duties include but are not limited to:

A. monitoring compliance and management of the Contract,
B. advising DIR of Successful Respondent's performance under the Contract, and
C. periodic verification of pricing and monthly reports submitted by Successful Respondent.

9.1.2 Successful Respondent Contract Manager

Successful Respondent Contract Manager's duties shall include but are not limited to:

A. supporting the marketing and management of the Contract,
B. facilitating dispute resolution between Successful Respondent and Customers, and
C. advising DIR of Successful Respondent's performance under the Contract.

9.2 Reporting and Administrative Fees

9.2.1 Reporting Responsibility

A. Each month, Successful Respondent shall report all products and services purchased under the Contract. Successful Respondent shall file monthly reports to include monthly sales reports, subcontract reports, and pay the DIR Administrative Fees in accordance with the due dates specified in this Section.
B. DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this Section, including but not limited to, Compliance Checks of Successful Respondent's applicable Contract books. Successful Respondent will provide all required documentation at no cost.

9.2.2 Detailed Monthly Report

A. Using the Vendor Sales Report (VSR) portal, Successful Respondent shall provide DIR with a monthly report in the format required by DIR detailing sales activity under the Contract for the previous month period. This included months in which there are no sales. Reports may be submitted between the first (1st) and the fifteenth (15th) of each month and are due no later than the fifteenth (15th) calendar day of the month following the month of the sale. If the 15th calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. Per transaction, the monthly report shall include, at a minimum,: the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the estimated DIR Administrative Fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to Successful Respondent for correction in accordance with this Section.
B. Successful Respondent shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in Contract termination.

9.2.3 Historically Underutilized Businesses Subcontract Reports

A. Successful Respondent shall electronically provide each Customer with their relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.
B. Reports shall be due in accordance with the CPA rules.

9.2.4 DIR Administrative Fee

A. The DIR Administrative Fee shall be paid by Successful Respondent to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. DIR will review monthly sales reports, close the sales period, and notify Successful Respondent of the amount of the DIR Administrative Fee no later than the fourteenth (14th) calendar day of the month following the date of the reported sale. Successful Respondent shall pay the amount of the DIR Administrative Fee by the twenty-fifth (25th) calendar day of the second month following the date of the reported sale. For example, Successful Respondent reports January sales no later than February 15th; DIR closes January sales and notifies Successful Respondent of the amount of the DIR Administrative Fee by March 14th; Successful Respondent submits payment of the DIR Administrative Fee for January sales by March 25th.

B. DIR may change the amount of the DIR Administrative Fee upon thirty (30) calendar days written notice to Successful Respondent without the need for an amendment to the Contract.

C. To preserve the DIR Administrative Fee in place at the time of the sale of product or service, the calculation of the DIR Administrative Fee is based on the Purchase Order date for each sale.

D. Successful Respondent shall reference the Contract number, reporting period, and DIR Administrative Fee amount on any remittance instruments.

9.2.5 Accurate and Timely Submission of Reports

A. Successful Respondent shall submit reports and DIR Administrative Fee payments accurately and timely in accordance with the due dates specified in this Section. Successful Respondent shall correct any inaccurate reports or DIR Administrative Free payments within three (3) business days upon written notification by DIR. Successful Respondent shall deliver any late reports or late DIR Administrative Fee payments within three (3) business days upon written notification by DIR. If Successful Respondent is unable to correct inaccurate reports or DIR Administrative Fee payments or deliver late reports and DIR Administrative Fee payments within three (3) business days, Successful Respondent shall contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

B. Should Successful Respondent fail to correct inaccurate reports or cure the delay in timely and accurate delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right at DIR's expense to require an independent third-party audit of Successful Respondent's records as specified in Section 9.3 Records and Audit. DIR will select the auditor (and all payments to auditor will require DIR approval).

C. Failure to timely submit three (3) reports or DIR Administrative Fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of $100/day for each day the report or payment is due (up to $1000/month) or suspension or termination of Successful Respondent's Contract.

9.3 Records and Audit

A. Acceptance of funds under the Contract by Successful Respondent acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Successful Respondent further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Successful Respondent shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Successful Respondent and the requirement to cooperate is included in any subcontract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

B. Successful Respondent shall maintain adequate records to establish compliance with the Contract until the later of a period of seven (7) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract, whichever is later. Such records shall include per transaction: Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

C. Successful Respondent shall grant access to all paper and electronic records, books, documents, accounting procedures, practices, customer records including but not limited to contracts, agreements, purchase orders and statements of work, and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the Compliance Checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking, and/or copying such books and records.

D. Successful Respondent shall provide copies and printouts requested by DIR without charge. DIR shall use best efforts to provide Successful Respondent ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Successful Respondent's records. Successful Respondent's records, whether paper or electronic, shall be made available during regular office hours. Successful Respondent personnel familiar with Successful Respondent's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Successful Respondent shall provide adequate office space to DIR staff during the performance of Compliance Check. If Successful Respondent is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Successful Respondent must pay within thirty (30) calendar days of receipt.

E. For procuring State Agencies whose payments are processed by the CPA, the volume of payments made to Successful Respondent through the CPA and the administrative fee based thereon shall be presumed correct unless Successful Respondent can demonstrate to DIR's satisfaction that Successful Respondent's calculation of DIR's administrative fee is correct.

9.4 Contract Administration Notification

A. Prior to execution of the Contract, Successful Respondent shall provide DIR with written notification of the following:
   i) Successful Respondent Contract Manager's name and contact information,
   ii) Successful Respondent sales representative name and contact information, and
   iii) name and contact information of Successful Respondent personnel responsible for submitting reports and payment of DIR Administrative Fees.

B. Upon execution of the Contract, DIR shall provide Successful Respondent with written notification of the DIR Contract Manager's name and contact information.

10 SUCCESSFUL RESPONDENT RESPONSIBILITIES

10.1 Indemnification

10.1.1 Indemnities by Successful Respondent

A. Successful Respondent shall defend, indemnify, and hold harmless DIR, the State of Texas, and Customers, AND/OR THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUCCESSORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, resulting from, or related to:
   i) any acts or omissions of Successful Respondent, its employees, or Third Party Providers in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract;
   ii) any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights (an "Infringement") in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract;
   iii) any breach, disclosure, or exposure of data or information of or regarding DIR or any Customer that is provided to or obtained by Successful Respondent in connection with the Contract, including DIR data, Customer data, confidential information of DIR or Customer, any personal identifying information, or any other protected or regulated data by Successful Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract; and
   iv) tax liability, unemployment insurance or workers' compensation or expectations of benefits by Successful Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract.

B. THE DEFENSE SHALL BE COORDINATED BY SUCCESSFUL RESPONDENT WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED

DEFENDANTS IN ANY LAWSUIT AND SUCCESSFUL RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. FOR NON-STATE AGENCY CUSTOMERS, THE DEFENSE SHALL BE COORDINATED BY CUSTOMER'S LEGAL COUNSEL. SUCCESSFUL RESPONDENT AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER AND TO DIR OF ANY SUCH CLAIM.

10.1.2 Infringements

If Successful Respondent becomes aware of an actual or potential claim of an Infringement, or Customer provides Successful Respondent with notice of an actual or potential claim of an Infringement, Successful Respondent may (or in the case of an injunction against Customer, shall), at Successful Respondent's sole expense: (i) procure for Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

10.2 **Property Damage**

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY OF CUSTOMER OR THE STATE DUE TO THE NEGLIGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF SUCCESSFUL RESPONDENT, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, SUCCESSFUL RESPONDENT SHALL PAY THE FULL COST OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE CUSTOMER'S SOLE ELECTION. SUCH COST SHALL BE DETERMINED BY THE CUSTOMER AND SHALL BE DUE AND PAYABLE BY SUCCESSFUL RESPONDENT NINETY (90) CALENDAR DAYS AFTER THE DATE OF SUCCESSFUL RESPONDENT'S RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE OF THE AMOUNT DUE.

10.3 **Taxes/Worker's Compensation/Unemployment Insurance**

Successful Respondent agrees and acknowledges that during the existence of the Contract, Successful Respondent shall be entirely responsible for the liability and payment of Successful Respondent's and its employees' taxes of whatever kind, arising out of the performances in the Contract. Successful Respondent agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. Successful Respondent agrees and acknowledges that Successful Respondent and its employees, representatives, agents, and subcontractors shall not be entitled to any state benefit or benefit of another governmental entity Customer. Customer, DIR, and/or the State shall not be liable to Successful Respondent, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee or employee of another governmental entity Customer.

10.4 Successful Respondent Certifications

A. Successful Respondent represents and warrants that, in accordance with Section 2155.005, Texas Government Code, neither Successful Respondent nor the firm, corporation, partnership, or institution represented by Successful Respondent, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Response to any competitor or any other person engaged in the same line of business as Successful Respondent.

B. Successful Respondent hereby certifies, represents, and warrants, on behalf of Successful Respondent that:

i) it has not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract;

ii) it is not currently delinquent in the payment of any franchise tax owed the State and is not ineligible to receive payment under Section 231.006, Texas Family Code, and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;

iii) neither it, nor anyone acting for it, has violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;

iv) it has not received payment from DIR or any of its employees for participating in the preparation of the Contract;

v) under Section 2155.004, Texas Government Code, the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;

vi) to the best of its knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Successful Respondent, which if determined adversely to Successful Respondent, will have a material adverse effect on the ability to fulfill its obligations under the Contract;

vii) Successful Respondent and its principals are not suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration, nor is Successful Respondent subject to any Federal Executive Orders issued banning certain entities or countries.

viii) as of the Effective Date, it is not listed in any of the Divestment Statute Lists published on the Texas State Comptroller's website (https://comptroller.texas.gov/purchasing/publications/divestment.php);

ix) in the performance of the Contract, Successful Respondent shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Section 2155.4441, Texas Government Code;

x) all equipment and materials to be used in fulfilling the requirements of the Contract are of high-quality and consistent with or better than applicable industry standards, if any. All works and services performed pursuant to the Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

xi) to the extent Successful Respondent owes any debt including, but not limited to, delinquent taxes, delinquent student loans, and child support owed to the State of Texas, any payments or other amounts Successful Respondent is otherwise owed under the Contract may be applied toward any debt Successful Respondent owes the State of Texas until the debt is paid in full;

xii) it is in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;

xiii) the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that Successful Respondent will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify Successful Respondent shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;

xiv) under Section 2155.006 and Section 2261.053, Texas Government Code, it is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;

xv) it has complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, Successful Respondent acknowledges the applicability of Section 2155.444 and Section 2155.4441, Texas Government Code, in fulfilling the terms of the Contract;

xvi) Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Section 556.005 or Section 556.008, Texas Government Code;

xvii) in accordance with Section 2271.002, Texas Government Code, by signature hereon, Successful Respondent does not boycott Israel and will not boycott Israel during the term of the Contract;

xviii) in accordance with Section 2155.0061, Texas Government Code, the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;

xix) in accordance with Section 2252.152, Texas Government Code, it is not identified on a list prepared and maintained under Section 2270.0201 (previously 806.051) or Section 2252.153, Texas Government Code;

xx) if Successful Respondent is required to make a verification pursuant to Section 2276.002, Texas Government Code, Successful Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of the Contract;

xxi) if Successful Respondent is required to make a verification pursuant to Section 2274.002, Texas Government Code, Successful Respondent verifies that it (A) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (B) will not discriminate during the term of the contract against a firearm entity or firearm trade association;

xxii) under Section 161.0085, Texas Health and Safety Code, Successful Respondent is not ineligible to receive the Contract;

xxiii) if Successful Respondent is required to make a certification pursuant to Section 2275.0102, Texas Government Code, (A) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Respondent is not held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; (B) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Successful Respondent is not held or controlled by a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; and (C) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not headquartered in China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure;

xxiv) if the services to be provided under a Purchase Order include cloud computing services, Successful Respondent shall comply with the requirements of the Texas Risk and Authorization Management Program ("TX-RAMP"), as provided by 1 TAC §§ 202.27 and 202.77, and the TX-RAMP Program Manual ("Program Manual"). Successful Respondent shall maintain program compliance and certification throughout the term of such Purchase Order, including providing all quarterly and ongoing documentation required by the Program Manual and any other continuous monitoring documentation or artifacts required by the Customer issuing such Purchase Order. Upon request from DIR or the Customer issuing such Purchase Order, Successful Respondent shall provide all documents and information necessary to demonstrate Successful Respondent's compliance with TX-RAMP; and

xxv) all information provided by Successful Respondent is current, accurate, and complete.

C. During the term of the Contract, Successful Respondent shall promptly disclose to DIR all changes that occur to the foregoing certifications, representations, and warranties. Successful Respondent covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations, and warranties and any changes thereto.

D. In addition, Successful Respondent understands and agrees that if Successful Respondent responds to certain Customer pricing requests, then, in order to contract with the Customer, Successful Respondent may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

10.5 Ability to Conduct Business in Texas

Successful Respondent shall be authorized and validly existing under the laws of its state of organization and shall be authorized to do business in the State of Texas in accordance with Texas Business Organization Code, Title 1, Chapter 9. Upon request by DIR, Successful Respondent shall provide all

documents and other information necessary to establish Successful Respondent's authorization to do business in the State of Texas and the validity of Successful Respondent's existence under the laws of its state of organization.

10.6 Equal Opportunity Compliance

Successful Respondent agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State of Texas in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, Successful Respondent agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Successful Respondent under the Contract. If Successful Respondent is found to be not in compliance with these requirements during the term of the Contract, Successful Respondent agrees to take appropriate steps to correct these deficiencies. Upon request, Successful Respondent will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

10.7 Use of Subcontractors

If Successful Respondent uses any subcontractors in the performance of the Contract, Successful Respondent must make a good faith effort in the submission of its HUB Subcontracting Plan (HSP) in accordance with the State's Policy on Utilization of Historically Underutilized Businesses (HUB). A revised HSP approved by DIR's HUB Office shall be required before Successful Respondent can engage additional subcontractors in the performance of the Contract. A revised HSP approved by DIR's HUB Office shall be required before Successful Respondent can remove subcontractors currently engaged in the performance of the Contract. Successful Respondent shall remain solely responsible for the performance of its obligations under the Contract.

10.8 Responsibility for Actions

A. Successful Respondent is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Successful Respondent nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.
B. Successful Respondent, for itself and on behalf of its subcontractors, shall report to the DIR Contract Manager within five (5) business days any change to the information contained in the Certification Statement of **Exhibit A** of the RFO or Section 10.4, Successful Respondent Certifications of this Appendix A to the Contract. Successful Respondent covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose employment of current or former State employees and their relatives and/or the status of conflicts of interest.

10.9 Confidentiality

A. Successful Respondent acknowledges that DIR and Customers that are governmental bodies as defined by Section 552.003, Texas Government Code, are subject to the Texas Public Information Act. Successful Respondent also acknowledges that DIR and Customers that are state agencies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

B. Under the terms of the Contract, DIR may provide Successful Respondent with information related to Customers. Successful Respondent shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

10.10 Security of Premises, Equipment, Data and Personnel

A. Successful Respondent or Third-Party Providers may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, information, files, and materials belonging to a Customer. Successful Respondent and Third-Party Providers shall preserve the safety, security, and the integrity of such personnel, premises, equipment, and other property, including data, information, files, and materials belonging to Customer, in accordance with the instruction of Customer and to the degree in which Successful Respondent or such Third-Party Provider protects its own information. Successful Respondent shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by Successful Respondent or a Third-Party Provider. If Successful Respondent or Third-Party Provider fails to comply with Customer's security requirements, then Customer may immediately terminate the Purchase Order and related Service Agreement.

B. If a Purchase Order is subject to Section 2054.138, Texas Government Code, Successful Respondent shall meet the security controls required by such Purchase Order, and shall periodically provide to the Customer evidence that Successful Respondent meets such required security controls.

10.11 Background and/or Criminal History Investigation

Prior to commencement of any services, background and/or criminal history investigation of Successful Respondent's employees and Third-Party Providers who will be providing services to the Customer under the Contract may be performed by the Customer or the Customer may require that Successful Respondent conduct such background checks. Should any employee or Third-Party Provider of Successful Respondent who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or Third-Party Provider in question.

10.12 Limitation of Liability

A. For any claim or cause of action arising under or related to the Contract, to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages.

B. Successful Respondent and a Customer may include in a Purchase Order a term limiting Successful Respondent's liability for damages in any claim or cause of action arising under or related to such Purchase Order; provided that any such term may not limit Successful Respondent's liability below two-times the total value of the Purchase Order. Such value includes all amounts paid and amounts to be paid over the life of the Purchase Order to Successful Respondent by such Customer as described in the Purchase Order.

C. Notwithstanding the foregoing or anything to the contrary herein, any limitation of Successful Respondent's liability contained herein or in a Purchase Order shall not apply to: claims of bodily

injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under the Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

10.13 Overcharges

Successful Respondent hereby assigns to DIR any and all of its claims for overcharges associated with the Contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

10.14 Prohibited Conduct

Successful Respondent represents and warrants that, to the best of its knowledge as of the date of this certification, neither Successful Respondent nor any subcontractor, firm, corporation, partnership, or institution represented by Successful Respondent, nor anyone acting for Successful Respondent or such subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the RFO directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

10.15 Required Insurance Coverage

A. As a condition of the Contract, Successful Respondent shall provide the listed insurance coverage within five (5) business days of execution of the Contract if Successful Respondent is awarded services which require that Successful Respondent's employees perform work at any Customer premises or use vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, Successful Respondent shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to such Customer within five (5) business days following the execution of the Purchase Order. Successful Respondent may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. If Successful Respondent's services under the Contract will not require Successful Respondent to perform work on Customer premises, or to use vehicles (whether owned or otherwise) to conduct work on behalf of Customers, Successful Respondent may certify to the foregoing facts, and agree to provide notice and the required insurance if the foregoing facts change. The certification and agreement must be provided by executing the Certification of Off-Premise Customer Services in the form provided by DIR, which shall serve to meet the insurance requirements.

B. All required insurance must be issued by companies that have an A rating and a minimum Financial Size Category Class of VII from AM Best, and are licensed in the State of Texas and authorized to provide the corresponding coverage. The Customer and DIR will be named as additional insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Successful Respondent thereunder. The minimum acceptable insurance provisions are as follows:

10.15.1 Commercial General Liability

Commercial General Liability must include $1,000,000.00 per occurrence for Bodily Injury and Property Damage with a separate aggregate limit of $2,000,000.00; Medical Expenses per person of $5,000.00; Personal Injury and Advertising Liability of $1,000,000.00; Products/Completed Operations aggregate Limit of $2,000,000.00 and Damage to Premises Rented: $50,000.00. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

A. Blanket contractual liability coverage for liability assumed under the Contract;
B. Independent Contractor coverage;
C. State of Texas, DIR, and Customer listed as an additional insured; and
D. Waiver of Subrogation.

10.15.2 Workers' Compensation Insurance

Workers' Compensation Insurance and Employers' Liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Title 5, Subtitle A, Texas Labor Code) and minimum policy limits for Employers' Liability of $1,000,000 per accident, $1,000,000 disease PER EMPLOYEE and $1,000,000 per disease POLICY LIMIT.

10.15.3 Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned, and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:

A. Waiver of subrogation;
B. Additional insured.

10.16 **Use of State Property**

Successful Respondent is prohibited from using a Customer's equipment, location, or any other resources of a Customer, DIR, or the State of Texas for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State of Texas long distance services. Any charges incurred by Successful Respondent using a Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Successful Respondent to such Customer immediately upon demand by such Customer. Such use shall constitute breach of contract and may result in termination of the Contract, the Purchase Order, and other remedies available to DIR and Customer under the Contract and applicable law.

10.17 **Immigration**

A. Successful Respondent shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under the Contract.
B. Pursuant to Chapter 673, Texas Government Code, Successful Respondent shall, as a condition of the Contract, also comply with the United States Department of Homeland Security's E-Verify system to determine the eligibility of:

i) all persons 1) to whom the E-Verify system applies, and 2) who are hired by Successful Respondent during the term of the Contract to perform duties within Texas; and

ii) all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of the Contract and assigned by the subcontractor to perform work pursuant to the Contract.

C. Successful Respondent shall require its subcontractors to comply with the requirements of this Section and Successful Respondent is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Successful Respondent and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

10.18 Public Disclosure

No public disclosures or news releases pertaining to the Contract shall be made by Successful Respondent without prior written approval of DIR.

10.19 Product and/or Services Substitutions

Substitutions are not permitted without the prior written consent of DIR or Customer.

10.20 Secure Erasure of Hard Disk Managed Services Products and/or Services

Successful Respondent agrees that all managed service products and/or services equipped with hard disk drives (e.g., computers, telephones, printers, fax machines, scanners, multifunction devices) shall have the capability to securely erase, destroy, or render unreadable data written to the hard drive prior to final disposition of such managed service products and/or services, either at the end of the managed service product and/or services' useful life or at the end of the Customer's managed service product and/or services' useful life or the end of the related Purchase Order for such products and/or services, in accordance with 1 TAC 202 or NIST 800-88.

10.21 Deceptive Trade Practices; Unfair Business Practices

A. Successful Respondent represents and warrants that neither Successful Respondent nor any of its subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

B. Successful Respondent certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

10.22 Drug Free Workplace Policy

Successful Respondent shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §§8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (Financial Assistance), issued by the Office of Management and Budget (2 C.F.R. Part 280, Subpart F182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

10.23 Public Information

A. Pursuant to Section 2252.907, Texas Government Code, Successful Respondent is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

B. Each State government entity should supplement the provision set forth in Section A, above, with the additional terms agreed upon by the parties regarding the specific format by which Successful Respondent is required to make the information accessible by the public.

C. Successful Respondent represents and warrants that it will comply with the requirements of Section 552.372(a), Texas Government Code, where applicable. Except as provided by Section 552.374(c), Texas Government Code, the requirements of Subsection J, Chapter 552, Texas Government Code, may apply to the Contract or certain Purchase Orders, and Successful Respondent agrees that the Contract or such Purchase Orders can be terminated if Successful Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

10.24 Successful Respondent Reporting Requirements

Successful Respondent shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109, requiring computer technicians to report images of child pornography.

10.25 Cybersecurity Training

In accordance with Section 2054.5192, Texas Government Code, for any contract with a state agency or institution of higher education, if Successful Respondent, or a subcontractor, officer, or employee of Successful Respondent, will have access to a state computer system or database, then Successful Respondent shall ensure that such officer, employee, or subcontractor shall complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, as selected by Customer state agency or institution of higher education. The cybersecurity training program must be completed by such officer, employee, or subcontractor during the term of the Contract and during any renewal period. Successful Respondent shall verify to the Customer state agency or institution of higher education completion of the program by each such officer, employee, or subcontractor.

11 CONTRACT ENFORCEMENT

11.1 Enforcement of Contract and Dispute Resolution

A. Successful Respondent and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, (iii) except as provided in Sec. 2251.051 Texas Government Code, Successful Respondent shall continue performance while the dispute is being resolved, and (iv) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.

B. Disputes arising between a Customer and Successful Respondent shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with the above. DIR shall not be a party to any such dispute unless DIR, Customer, and Successful Respondent agree in writing.

C. State agencies are required by rule (34 TAC §20.108(b)) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over $25,000.00.

11.2 Termination

11.2.1 Termination for Non-Appropriation

11.2.1.1 Termination for Non-Appropriation by Customer

Customers may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Successful Respondent will be provided ten (10) calendar days written notice of intent to terminate. In the event of such termination, Customer will not be in default or breach under the Purchase Order or the Contract, nor shall it be liable for any further payments ordinarily due under the Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

11.2.1.2 Termination for Non-Appropriation by DIR

DIR may terminate the Contract if funds sufficient to pay its obligations under the Contract are not appropriated: by the i) Texas legislature or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Successful Respondent will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be in default or breach under the Contract, nor shall it be liable for any further payments ordinarily due under the Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

11.2.2 Absolute Right

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Successful Respondent becomes listed on the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Successful Respondent becomes suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration; or (iii) Successful Respondent is found by DIR to be ineligible to hold the Contract under Subsection (b) of Section 2155.006, Texas Government Code. Successful Respondent shall be provided written notice in accordance with Section 14.1, Notices, of intent to terminate.

11.2.3 Termination for Convenience

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days' written notice. A Customer may terminate a Purchase Order by giving the other party thirty (30) calendar days' written notice.

11.2.4 Termination for Cause

11.2.4.1 Contract

Either DIR or Successful Respondent may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, certification, representation, warranty, or provision of the Contract, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

11.2.4.2 Purchase Order

Customer or Successful Respondent may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Successful Respondent fails to comply with confidentiality, privacy, security requirements, environmental, or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

11.2.5 Immediate Termination or Suspension

DIR may immediately suspend or terminate the Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Successful Respondent (whether or not such potential violations directly impact the provision of goods or services under the Contract). In such case, Successful Respondent may be held ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer. DIR or Customer will use reasonable efforts to provide notice (to the extent allowed by law) to Successful Respondent within five (5) business days after the suspension or termination. Successful Respondent may provide a response and request an opportunity to present its position. DIR or Customer will review Successful Respondent's presentation but is under no obligation to provide formal response.

11.2.6 Customer Rights Under Termination

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and any Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract in accordance with Section 4.5.

11.2.7 Successful Respondent Rights Under Termination

In the event a Purchase Order expires or is terminated, a Customer shall pay all amounts due for products or services ordered prior to the effective expiration or termination date and ultimately accepted.

11.3 Force Majeure

DIR, Customer, or Successful Respondent may be excused from performance under the Contract or a Purchase Order for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order (each such event, an "Event of Force Majeure"), provided that the party experiencing such Event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration or impact of the Event of Force Majeure. The party suffering an Event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this Section, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by such Customer that Successful Respondent will not be able to deliver services in a timely manner to meet the business needs of such Customer.

12 NON-SOLICITATION OF STATE EMPLOYEES

Successful Respondent shall not solicit, directly or indirectly, any employee of DIR who is associated with the Contract for a period of ninety (90) calendar days following the expiration or termination of the Contract. Further, Successful Respondent shall not solicit, directly or indirectly, any employee of a Customer who is associated with a Purchase Order for a period of ninety (90) calendar days following the expiration or termination of such Purchase Order.

13 WARRANTY

Customers may provide written notice to Successful Respondent of errors, inaccuracies, or other deficiencies in products or services provided by Successful Respondent under a Purchase Order within thirty (30) calendar days or receipt of an invoice for such products or services. Successful Respondent shall correct such error, inaccuracy, or other deficiency at no additional cost to Customer.

14 NOTIFICATION

14.1 Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals, and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three (3) business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in the Contract or to such other address as such party shall have notified the other party in writing.

14.2 Handling of Written Complaints

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Public Information Officer
300 W. 15th Street, Suite 1300
Austin, Texas 78701
(512) 475-4759, facsimile

15 CAPTIONS

The captions contained in the Contract, Appendices, and its Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

<END OF APPENDIX A>

Rev. 2/17

HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

➤ **If you will be awarding <u>all</u> of the subcontracting work you have to offer under the contract to <u>only</u> Texas certified HUB vendors, complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
- ☐ Section 2 c. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you <u>do not</u> have a *<u>continuous contract</u>** in place for more than five (5) years *<u>meets or exceeds</u>* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☉ Section 1 - Respondent and Requisition Information
- ☉ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☉ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☉ Section 2 c. - No
- ☉ Section 2 d. - Yes
- ☉ Section 4 - Affirmation
- ☉ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you <u>do not</u> have a *<u>continuous contract</u>** in place for more than five (5) years *<u>does not meet or exceed</u>* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - No
- ☐ Section 4 - Affirmation
- ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
- ☐ Section 3 - Self Performing Justification
- ☐ Section 4 - Affirmation

<u>Continuous Contract</u>:** ***Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Rev. 2/17

HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- ***11.2 percent for heavy construction other than building contracts,***
- ***21.1 percent for all building construction, including general contractors and operative builders' contracts,***
- ***32.9 percent for all special trade construction contracts,***
- ***23.7 percent for professional services contracts,***
- ***26.0 percent for all other services contracts, and***
- ***21.1 percent for commodities contracts.***

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: Konica Minolta Business Solutions U.S.A., Inc. State of Texas VID #: 1131921089103

Point of Contact: **Sunny Kim** Phone #: 703-760-3588

E-mail Address: statebids@kmbs.konicaminolta.us Fax #: 703-506-1257

b. Is your company a State of Texas certified HUB? ☐ - Yes ☑ - No

c. Requisition #: DIR-CPO-TMP-583 Bid Open Date: 3/6/2024 (mm/dd/yyyy)

Enter your company's name here: Konica Minolta Business Solutions U.S.A., Inc. Requisition #: DIR-CPO-TMP-583

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☑ - ***Yes***, I will be subcontracting portions of the contract. (If ***Yes***, complete Item b of this SECTION and continue to Item c of this SECTION.)

☐ - ***No***, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If ***No***, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1	Reseller (Service, invoicing, and delivery of copiers)	10.61 %	%	77.94 %
2	Subcontractor (Service, invoicing, and delivery of copiers)	10.61 %	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	21.22 %	%	77.94 %

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php).

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - ***Yes*** (If ***Yes***, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☑ - ***No*** (If ***No***, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "**Agency Special Instructions/Additional Requirements**."

☑ - ***Yes*** (If ***Yes***, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - ***No*** (If ***No***, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

****Continuous Contract**: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: Konica Minolta Business Solutions U.S.A., Inc. Requisition #: DIR-CPO-TMP-583

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%

Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Konica Minolta Business Solutions U.S.A., Inc. Requisition #: DIR-CPO-TMP-583

SECTION 3: SELF PERFORMING JUSTIFICATION **(If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)** If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

N/A

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature on File	Kristen McKenna	Director, Public Sector Contracts	6/28/2024
Signature	Printed Name	Title	Date (mm/dd/yyyy)

Reminder:

- If you responded "**Yes**" to **SECTION 2, Items c or d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "**No**" **SECTION 2, Items c and d,** you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method A (Attachment A)

Rev. 2/17

Enter your company's name here: Konica Minolta Business Solutions U.S.A., Inc. Requisition #: DIR-CPO-TMP-583

IMPORTANT: If you responded "***Yes***" to **SECTION 2, Items c** or **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 1 **Description**: Reseller (Service, invoicing, and delivery of copiers)

SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
Datamax	☐ - Yes ☑ - No	462116409	$ 4000	4.33 %
Dex Imaging	☐ - Yes ☑ - No	32066230494	$ 4000	4.33 %
CPI Imaging, LP	☐ - Yes ☑ - No	1202071642400	$ 4000	4.33 %
Hayday, Inc.	☐ - Yes ☑ - No	1742010368503	$ 4000	4.33 %
De Lage Landen Financial Services, Inc.	☐ - Yes ☑ - No	13819045009	$ 4000	4.33 %
Function 4, LLC.	☐ - Yes ☑ - No	1471390413500	$ 4000	4.33 %
Documentation, Inc.	☐ - Yes ☑ - No	1742569756600	$ 4000	4.33 %
High Tech Office Systems	☐ - Yes ☑ - No	1731255438300	$ 4000	4.33 %
Hilliard Office Solutions	☐ - Yes ☑ - No	1472832646400	$ 4000	4.33 %
ImageNet Consulting, LLC.	☐ - Yes ☑ - No	1453028912400	$ 4000	4.33 %
Novatech	☐ - Yes ☑ - No	162176258350	$ 4000	4.33 %
Progressive Office Systems, Inc.	☐ - Yes ☑ - No	174257160850	$ 4000	4.33 %
Stanfield Printing Co, Inc.	☐ - Yes ☑ - No	17305656534	$ 4000	4.33 %
Total Imaging Solutions, Inc.	☐ - Yes ☑ - No	111374570390	$ 4000	4.33 %
Ubeo Business Services	☐ - Yes ☑ - No	1815293028700	$ 4000	4.33 %
DSI TX, LLC.	☐ - Yes ☑ - No	1825405316000	$ 4000	4.33 %
First-Citizens Bank & Trust Company	☐ - Yes ☑ - No	560223230	$ 4000	4.33 %
Flores & Associates	☑ - Yes ☐ - No	1020681547300	$ 9700	10.61 %
International Copy Machine Center, Inc.	☐ - Yes ☑ - No	1742199762200	$ 4000	4.33 %
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method A (Attachment A)

Rev. 2/17

Enter your company's name here: Konica Minolta Business Solutions U.S.A., Inc. Requisition #: DIR-CPO-TMP-583

IMPORTANT: If you responded "***Yes***" to **SECTION 2, Items c** or **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 2 **Description:** Subcontractor (Service, invoicing, and delivery of copiers)

SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
J.C. Delivery, Inc.	☑ - Yes ☐ - No	1752415092100	$ 9700	10.61 %
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 2/17

Enter your company's name here: Konica Minolta Business Solutions U.S.A., Inc. Requisition #: DIR-CPO-TMP-583

IMPORTANT: If you responded "***No***" to **SECTION 2, Items c** and **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ **Description:** _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - **Yes** (If ***Yes***, continue to SECTION B-4.)

☐ - **No / Not Applicable** (If ***No*** or ***Not Applicable***, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php.

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		☐ - Yes ☐ - No
		☐ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 2/17

Enter your company's name here: _____ Requisition #: _____

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ **Description**: _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

Rev. 2/17

HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name:	Konica Minolta Business Solutions U.S.A., Inc.	**State of Texas VID #:**	1131921089103
Point-of-Contact:	Sunny Kim	**Phone #:**	703-760-3588
E-mail Address:	statebids@kmbs.konicaminolta.us	**Fax #:**	703-506-1257

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name:	Texas Department of Information Resources		
Point-of-Contact:		**Phone #:**	
Requisition #:	DIR-CPO-TMP-583	**Bid Open Date:**	3/6/2024 (mm/dd/yyyy)

SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than _____ (Central Time) on _____ (Date (mm/dd/yyyy)).

In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: ☐ - Not Applicable

4. Bonding/Insurance Requirements: ☐ - Not Applicable

5. Location to review plans/specifications: ☐ - Not Applicable

Reset Print

APPENDIX C

Konica Minolta Business Solutions U.S.A., Inc.

DIR-CPO-5424

SERVICE CATEGORY Product Description	Product Brand	Discount % off MSRP
MPS (Managed Print Services)		
Not to exceed Flat Rate to provide Service Help Desk, Remote and or On-Site Break/Fix, Toner Supplies, Clean Planet Support for accepted major print manufacturer's supported models. Installation of Consult App and MPS site agreement required.	Konica Minolta	9.38%
The MPS pricing listed is a not to exceed Flat Rate to provide Service Help Desk, Remote and or On-Site Break/Fix, Toner Supplies, Clean Planet Support for accepted major print manufacturer's supported models. Installation of Consult App and MPS site agreement required.	Konica Minolta	7.29%
The MPS pricing listed is a not to exceed Cost Per Page (CPP 8.5-11") to provide Service Help Desk, Remote and or On-Site Break/Fix, Toner Supplies, Clean Planet Support for accepted major print manufacturer's supported models. Installation of Consult App and MPS site agreement required. Cost Per Copy - Black and White	Konica Minolta	10.00%
The MPS pricing listed is a not to exceed Cost Per Page (CPP 8.5-11") to provide Service Help Desk, Remote and or On-Site Break/Fix, Toner Supplies, Clean Planet Support for accepted major print manufacturer's supported models. Installation of Consult App and MPS site agreement required. Cost Per Copy - Color	Konica Minolta	10.00%
DIS (DOCUMENT IMAGING SERVICES)		
ANNUAL DISASTER RECOVERY CD STORAGE	Konica Minolta	0.00%
BIS ECM CERTIFIED DESTRUCTION SERVICE	Konica Minolta	0.00%
BIS ECM COURIER SERVICES	Konica Minolta	0.00%
BIS ECM DOC INDEXING (PRICED PER INDEX)	Konica Minolta	0.00%
BIS ECM DOC PREP(8.5X11 UP TO 8.5X17IN)	Konica Minolta	0.00%
BIS ECM DOCUMENT PREP AND RE-ASSEMBLY	Konica Minolta	0.00%
BIS ECM EXCEPTION PROCESSING	Konica Minolta	0.00%
BIS ECM IMAGE PUBLICATION & DELIVERY/GB	Konica Minolta	0.00%
BIS ECM OVERSIZED DRAWINGS (A/B/C)	Konica Minolta	0.00%
BIS ECM OVERSIZED DRAWINGS (D/E)	Konica Minolta	0.00%
BIS ECM PROJECT MANAGEMENT	Konica Minolta	0.00%
BIS ECM TRIP CHARGE	Konica Minolta	0.00%
BISECM DOC SCAN 8.5 X 11 UP TO 8. X17 IN	Konica Minolta	0.00%
BISECM FLATBED SCAN (SPECIAL HANDLING)	Konica Minolta	0.00%
BPO MONTHLY STORAGE	Konica Minolta	0.00%
BPO PROFESSIONAL SERVICES	Konica Minolta	0.00%
BPO TRAVEL AND EXPENSE	Konica Minolta	0.00%

SERVICE CATEGORY Product Description	Product Brand	Discount % off MSRP
CONVERSION SERVICES - HOURLY	Konica Minolta	0.00%
COURIER/SHIPPING FEES	Konica Minolta	0.00%
CUSTOM SOFTWARE SERVICES	Konica Minolta	0.00%
DESTRUCTION PER LB	Konica Minolta	0.00%
DOCUMENT PREPARATION	Konica Minolta	0.00%
DOUBLE KEY VERIFICATION	Konica Minolta	0.00%
DVD COPY	Konica Minolta	0.00%
ELECTRONIC DELIVERY (PER GB)	Konica Minolta	0.00%
EXTENDED BOX STORAGE/BOX/ MONTH	Konica Minolta	0.00%
HARDWARE/SOFTWARE SHIPPING CHARGES	Konica Minolta	0.00%
IMAGE PUBLICATION (PER GB)	Konica Minolta	0.00%
IMAGE SILO PURGE	Konica Minolta	0.00%
INDEXING - EXCESS	Konica Minolta	0.00%
INDEXING PER FIELD PER DOCUMENT	Konica Minolta	0.00%
MATCH & MERGE	Konica Minolta	0.00%
MEDIA	Konica Minolta	0.00%
MEDIA CONVERSION PER FISCHE	Konica Minolta	0.00%
MEDIA CONVERSION PER IMAGE	Konica Minolta	0.00%
MEDIA CONVERSION PER ROLL	Konica Minolta	0.00%
OCR	Konica Minolta	0.00%
OCR - FULL-TEXT OCR (10)	Konica Minolta	0.00%
PARTS SHIPPING CHARGES	Konica Minolta	0.00%
PHOTOCOPYING FOR POOR QUALITY	Konica Minolta	0.00%
PICKUP & DELIVERY	Konica Minolta	0.00%
PO BOX RENTAL	Konica Minolta	0.00%
SCANNING PER IMAGE	Konica Minolta	0.00%
SLIP SHEET PRODUCTION	Konica Minolta	0.00%
SUPPLY SHIPPING CHARGES	Konica Minolta	0.00%
WHITE GLOVE PACKING SERVICE	Konica Minolta	0.00%
CD COPY	Konica Minolta	0.00%
COVER SHEETS PRODUCTION	Konica Minolta	0.00%
PORTABLE HARD DRIVE	Konica Minolta	0.00%
RETRIEVAL/FAXING OF REQUESTED DOCS	Konica Minolta	0.00%
WHITE GLOVE TRANSPORTATION AND SUPPLIES	Konica Minolta	0.00%
PREPAIDBPO/SCANNINGSERVICES	Konica Minolta	0.00%
GRANULAR DOC SEP & INDEX OF FICHE/FILM	Konica Minolta	0.00%
MICROFILM/MICROFICHE IMAGECROPPING/IMAGE	Konica Minolta	0.00%
REROUTE INVOICES TO PO BOX	Konica Minolta	0.00%
VBScanningand/orIndexing-SeeNotes	Konica Minolta	0.00%
VB ANNUAL DISASTER RECOVERY CD STORAGE	Konica Minolta	0.00%
VB COVER SHEET PRODUCTION	Konica Minolta	0.00%
VB FILETRAX RETRIEVAL CONCURRENT LIC	Konica Minolta	0.00%
VB IMAGESILO PREPAID PS	Konica Minolta	0.00%

SERVICE CATEGORY Product Description	Product Brand	Discount % off MSRP
VB IMAGESILO SETUP CONFIG $175/HOUR	Konica Minolta	0.00%
VB IMAGESILO T&M PROFESSIONAL SERVICES	Konica Minolta	0.00%
VB IMAGESILO USER TRAINING $175/HOUR	Konica Minolta	0.00%
VB MASTERING CD COPIES	Konica Minolta	0.00%
VB MASTERING DVD COPIES	Konica Minolta	0.00%
VB MASTERING MINIMUM CHARGE	Konica Minolta	0.00%
VB MASTERING/GB	Konica Minolta	0.00%
VB MATCH 'N' MARGE	Konica Minolta	0.00%
VB PREPARATION	Konica Minolta	0.00%
VB TRAVEL & EXPENSE	Konica Minolta	0.00%
DSSI TRAVEL AND EXPENSE	Konica Minolta	0.00%
AMS CD MASTERING	Konica Minolta	0.00%
Scanning/BPOChatsworthProcessingCenter(CPC)	Konica Minolta	0.00%
SCANNING/BPO WARWICK PROCESSING CENTER (	Konica Minolta	0.00%
AMS DOCUMENT PREPARATION	Konica Minolta	0.00%
AMS DVD MASTERING	Konica Minolta	0.00%
AMS FILM DEVELOPMENT 100 FT	Konica Minolta	0.00%
AMS INDEXING	Konica Minolta	0.00%
ECM (ENTERPRISE CONTENT MANAGEMENT)		
KM AUTOMATE - ACTION CENTER - NAMED USER	Accelirate	0.00%
KM AUTOMATE - ATTENDED - NAMED USER	Accelirate	0.00%
KM AUTOMATE - AUTO DEV - NAMED USER	Accelirate	0.00%
KM AUTOMATE - 50 DESIGNER USERS	Accelirate	0.00%
KM AUTOMATE - UNATTENDED BOTS	Accelirate	0.00%
KM AUTOMATE - UNATTENDED BOTS - TEST	Accelirate	0.00%
KM AUTOMATE - UNATTENDED BOT NONPRD	Accelirate	0.00%
KM AUTOMATE - AUTO HUB	Accelirate	0.00%
KM AUTOMATE - INSIGHTS	Accelirate	0.00%
KM AUTOMATE AI UNITS 60K UNITS	Accelirate	0.00%
KMAUTOMATE INTGRTN SRVCS APICALLS 6MCALL	Accelirate	0.00%
KM AUTOMATE PROCESS MINING 20M ROW	Accelirate	0.00%
KM AUTOMATE CLOUD BOT 72K UNITS	Accelirate	0.00%
FADGI 3-Star Capability Software Initial Software Purchase Option	Opex	0.00%
Dust Cover for FalconV+ RED	Opex	0.00%
Motorized Height Adjusment (for Model 72 integrated with FalconV+)	Opex	0.00%
EXTERNAL CAPTURE FALCONV+ ALONE	Opex	0.00%
EXTERNAL CAPTURE FALCONV+ W RED	Opex	0.00%
External Digital Capture with Tray Includes software, tray, and armature; excludes car	Opex	0.00%
External Digital Capture for X-Ray Includes software, armature, and glare shield; excl	Opex	0.00%
Mail Caddy for Model 72	Opex	0.00%
Additional Bin Rack - Holds up to 8 Tall, 12 short Bins	Opex	0.00%
M72 EXTRA STANDARD BIN W/STOP	Opex	0.00%
M72 EXTRA TALL 8.000" BIN W/STOP	Opex	0.00%

SERVICE CATEGORY Product Description	Product Brand	Discount % off MSRP
M72 DIVIDER FOR STANDARD BIN	Opex	0.00%
Drop Sort Filler Plates - Full Length	Opex	0.00%
Drop Sort Filler Plates - Single, Fills one Large Sort Bin	Opex	0.00%
Drop Sort Bin Replacement - Large	Opex	0.00%
Drop Sort Bin Replacement - Medium	Opex	0.00%
Drop Sort Bin Replacement - Small	Opex	0.00%
CertainScan Edit and Transform on OPEX WIN11 PC Initial Purchase Option	Opex	0.00%
Model 72 Internal Printer - After Initial Purchase	Opex	0.00%
FALCON V+ FRNT STANDARD PRNTR ONLY|FLVP	Opex	0.00%
FALCON V+ RR STANDARD PRNTR ONLY FLVP	Opex	0.00%
FALCON V+ FRNT AND RR STANDARD PRNTRS|FLVP	Opex	0.00%
FADGI Capability - After Initial Purchase	Opex	0.00%
Programming of Job (Additional to initial 3)	Opex	0.00%
Converting Model 72 to Office Version	Opex	0.00%
INTO FALCONV+ W MANUAL HEIGHT	Opex	0.00%
INTO FALCONV+ W MOTORIZED HEIGHT	Opex	0.00%
CERTAINSCAN EDIT SOFTWARE ONLY	Opex	0.00%
OPEX TRANSFORM SOFTWARE ONLY	Opex	0.00%
JADU SINGLE SERVER HOST LIVE	Jadu	0.00%
JADU SINGLE SERVER HOST NOT LIVE	Jadu	0.00%
JADU MULTISERVER HOST LIVE	Jadu	0.00%
GlobalSearch Professional Edition Per Concurrent User	Square 9	0.00%
GlobalCapture Convey - Dual Core	Square 9	0.00%
GlobalForms 10 Server with Workflow & Forms Design - Includes Initial Form	Square 9	0.00%
GS C2 BUS ESSEN PER USER ANNUAL 12 MOS	Square 9	0.00%
GS-PAE PER NMD USER 5-15	Square 9	0.00%
GSLT-CAPTURE LIC PER IN PER MO 12 MO MIN	Square 9	0.00%
GSLT 1 FRM WFL PER IN PER MO 12 MO MIN	Square 9	0.00%
ICAAS -HEADER ONLY 12000 PG OF INVOICES	Cloud OCR	0.00%
Hardware (Evaluated by Brand Discount)		
BIZHUB 227 4GB MEMORY COPIER/PRINTER	Konica Minolta	65.00%
BIZHUB 287 4GB MEMORY COPIER/PRINTER	Konica Minolta	65.00%
BIZHUB 301i COPIER/PRINTER WITH DF-714	Konica Minolta	65.00%
BIZHUB 361i COPIER/PRINTER WITH DF-714	Konica Minolta	65.00%
BIZHUB 451i COPIER/PRINTER WITH DF-713	Konica Minolta	65.00%
BIZHUB 551i COPIER/PRINTER WITH DF-713	Konica Minolta	65.00%
BIZHUB 651i COPIER/PRINTER WITH DF-713	Konica Minolta	65.00%
BIZHUB 751i COPIER/PRINTER WITH DF-713	Konica Minolta	65.00%
BIZHUB 850I	Konica Minolta	65.00%
BIZHUB 950I	Konica Minolta	65.00%
ACCURIOPRINT 2100	Konica Minolta	65.00%
ACCURIOPRESS 7120	Konica Minolta	65.00%

SERVICE CATEGORY Product Description	Product Brand	Discount % off MSRP
ACCURIOPRESS 7136	Konica Minolta	65.00%
ACCURIOPRESS 7136P	Konica Minolta	65.00%
ACCURIOPRESS 6136P MICR PRINTER	Konica Minolta	65.00%
ACCURIOPRESS 6272P	Konica Minolta	65.00%
BIZHUB C251i COLOR COPIER/PRINTER WITH DF-714	Konica Minolta	65.00%
BIZHUB C301i COLOR COPIER/PRINTER WITH DF-714	Konica Minolta	65.00%
BIZHUB C361i COLOR COPIER/PRINTER WITH DF-714	Konica Minolta	65.00%
BIZHUB C451i COPIER/PRINTER WITH DF-713	Konica Minolta	65.00%
BIZHUB C551i COLOR COPIER/PRINTER W/ DF-713	Konica Minolta	65.00%
BIZHUB C651i COLOR COPIER/PRINTER W/ DF-713	Konica Minolta	65.00%
BIZHUB C751i COLOR COPIER/PRINTER W/ DF-713	Konica Minolta	65.00%
ACCURIOPRINT C4065	Konica Minolta	65.00%
ACCURIOPRESS C4070	Konica Minolta	65.00%
ACCURIOPRESS C4080	Konica Minolta	65.00%
ACCURIOPRESS C7090	Konica Minolta	65.00%
ACCURIOPRESS C7100	Konica Minolta	65.00%
ACCURIOPRESS C12010	Konica Minolta	50.00%
ACCURIOPRESS C14010	Konica Minolta	50.00%
ACCURIOPRESS C12010S	Konica Minolta	50.00%
ACCURIOPRESS C14010S	Konica Minolta	50.00%
BIZHUB 4051i 42 PPM A4 MFP	Konica Minolta	40.00%
BIZHUB 4751i	Konica Minolta	40.00%
BIZHUB 4701i	Konica Minolta	50.00%
BIZHUB 4000i 42 PPM MONO SFP	Konica Minolta	40.00%
BIZHUB 4020i 42 PPM MONO AIO	Konica Minolta	40.00%
BIZHUB 5000I 52 PPM MONO SFP	Konica Minolta	40.00%
BIZHUB 5020I 52 PPM MONO AIO	Konica Minolta	40.00%
BIZHUB C3351i - COLOR A4 MFP/35 PPM	Konica Minolta	40.00%
BIZHUB C4051i COLOR MFP	Konica Minolta	40.00%
BIZHUB C3321i - COLOR A4 AIO/35 PPM	Konica Minolta	40.00%
BIZHUB C3301i COLOR SFP	Konica Minolta	24.00%
BIZHUB C4001i COLOR SFP	Konica Minolta	24.00%
ACCURIOSHINE 101 MAIN UNIT	Konica Minolta	20.00%
DK-513X FLATPACK CABINET	Konica Minolta	53.00%
DK-516 COPY DESK	Konica Minolta	53.00%
DK-P05 COPY DESK	Konica Minolta	53.00%
SP-501 STAMP UNIT	Konica Minolta	53.00%
SPARE TX MARKER STAMP 2	Konica Minolta	53.00%
OT-511 OUTPUT TRAY (WY2)	Konica Minolta	53.00%
PP-701 PREPRINTED PAPER KIT	Konica Minolta	53.00%
MK-715 BANNER PAPER MOUNT KIT	Konica Minolta	53.00%
LK-104 V3 I-OPTION VOICE GUIDANCE	Konica Minolta	53.00%
LK-106 I-OPTION BAR CODE FONT	Konica Minolta	53.00%

SERVICE CATEGORY Product Description	Product Brand	Discount % off MSRP
LK-107 I-OPTION UNICODE FONT	Konica Minolta	53.00%
LK-108 I-OPTION OCR FONT	Konica Minolta	53.00%
LK-111 I-OPTION THIN PRINT	Konica Minolta	53.00%
LK-110 V2 I-OPTION OOXML ENHANCED PDF	Konica Minolta	53.00%
LK-116 - LICENSE	Konica Minolta	53.00%
RH-101 REMOVABLE HDD	Konica Minolta	53.00%
JS-602 JOB SEPARATOR TRAY	Konica Minolta	53.00%
FS-533 INNER FINISHER	Konica Minolta	53.00%
JS-506 JOB SEPARATOR	Konica Minolta	53.00%
FS-534 50-SHEET STAPLING FINISHER	Konica Minolta	53.00%
FS-534 50-SHEET STAPLING FINISHER+SD-511	Konica Minolta	53.00%
PK-520 PUNCH KIT FOR FS-534/FS-536	Konica Minolta	53.00%
PK-519 PUNCH KIT FOR FS-533	Konica Minolta	53.00%
OC-511 ORIGINAL COVER	Konica Minolta	53.00%
ZU-609 Z FOLDING UNIT	Konica Minolta	53.00%
MB-507 MULTI-BYPASS TRAY	Konica Minolta	53.00%
DF-628 DOCUMENT FEEDER	Konica Minolta	53.00%
PC-413 PAPER FEED CABINET	Konica Minolta	53.00%
PC-113 PAPER FEED CABINET	Konica Minolta	53.00%
PC-213 PAPER FEED CABINET	Konica Minolta	53.00%
PF-709 PAPER FEED UNIT	Konica Minolta	53.00%
OC-514 ORIGINAL COVER	Konica Minolta	53.00%
MK-602 MOUNT KIT	Konica Minolta	53.00%
RELAY UNIT RU-514	Konica Minolta	53.00%
FK-513 FAX KIT	Konica Minolta	53.00%
RU-513 RELAY UNIT	Konica Minolta	53.00%
RU-515 RELAY UNIT	Konica Minolta	53.00%
LU-302 LARGE CAPACITY UNIT	Konica Minolta	53.00%
FK-514 FAX KIT (1st & 2nd LINE)	Konica Minolta	53.00%
FK-515 FAX KIT (3rd & 4th LINE)	Konica Minolta	53.00%
MK-742 FAX MOUNT KIT	Konica Minolta	53.00%
PI-507 POST INSERTER	Konica Minolta	53.00%
LU-303 LARGE CAPACITY UNIT	Konica Minolta	53.00%
LU-205 LARGE CAPACITY TRAY	Konica Minolta	53.00%
OT-508 OUTPUT TRAY	Konica Minolta	53.00%
FK-516 FAX KIT	Konica Minolta	53.00%
LU-207 LARGE CAPACITY UNIT	Konica Minolta	53.00%
FS-539	Konica Minolta	53.00%
FS-539 SD	Konica Minolta	53.00%
FS-540 100-SHEET STAPLE FINISHER	Konica Minolta	53.00%
FS-540 SD 100-SHEET BOOKLET FINISHER	Konica Minolta	53.00%
PC-417 PAPER FEED CASSETTE (2500-SHEET)	Konica Minolta	53.00%
PC-416 CABINET	Konica Minolta	53.00%

SERVICE CATEGORY Product Description	Product Brand	Discount % off MSRP
PC-116 CABINET	Konica Minolta	53.00%
PC-216 CABINET	Konica Minolta	53.00%
EF-108 ENVELOPE FUSER	Konica Minolta	53.00%
PK-524 2/3 PUNCH UNIT FOR FS-539	Konica Minolta	53.00%
PF-712 PAPER FEED	Konica Minolta	53.00%
PF-713 PAPER FEED WITH SCANNER	Konica Minolta	53.00%
PF-812 LONG SHEET 3 DRAWER PAPER FEED	Konica Minolta	53.00%
KH-P02 KEYBOARD HOLDER	Konica Minolta	53.00%
EK-P08 LOCAL INTERFACE KIT	Konica Minolta	53.00%
EK-P09 LOCAL INTERFACE KIT W/ BLUETOOTH	Konica Minolta	53.00%
PK-526 2/3-HOLE PUNCH UNIT FOR FS-540	Konica Minolta	53.00%
EF-107 ENVELOPE FUSER	Konica Minolta	53.00%
RU-519	Konica Minolta	53.00%
OT 513 OUTPUT TRAY	Konica Minolta	53.00%
JS-508 JOB SEPARATOR	Konica Minolta	53.00%
MK-607 FAN KIT FOR FS-533	Konica Minolta	53.00%
OT-514 OUTPUT TRAY	Konica Minolta	53.00%
LU-414 LARGE CAP PAPER FEED UNIT LETTER	Konica Minolta	53.00%
LU-415 LARGE CAP PAPER FEED UNIT (12x18)	Konica Minolta	53.00%
CS-2 CONVENIENCE STAPLER	Konica Minolta	53.00%
PTL-5-A TRAY LOCK	Konica Minolta	53.00%
PK-527 PUNCH KIT - FOR FS-542 2/3 HOLES	Konica Minolta	53.00%
FS-P04 OFFLINE STAPLER	Konica Minolta	53.00%
FS-542 INNER FINISHER	Konica Minolta	53.00%
KEY COUNTER MOUNT KIT 1	Konica Minolta	50.00%
OT-513 OUTPUT TRAY	Konica Minolta	50.00%
AU-204H MagStripe CARD READER	Konica Minolta	50.00%
WT-506 WORKING TABLE	Konica Minolta	50.00%
AU-102 Biometric Authentication Unit	Konica Minolta	50.00%
MK-730 MOUNT KIT	Konica Minolta	50.00%
MK-735 IC CARD MOUNT KIT	Konica Minolta	50.00%
KH-102 KEYBOARD HOLDER	Konica Minolta	50.00%
PF-707M PAPER FEED UNIT	Konica Minolta	50.00%
WT-511 WORKING TABLE	Konica Minolta	50.00%
STYLUS PEN	Konica Minolta	50.00%
HT-511 UPPER TRAY OPTION HEATER	Konica Minolta	50.00%
KEYPAD KP-101	Konica Minolta	50.00%
FA-502 FEED ADJUSTER	Konica Minolta	50.00%
HD-523 REMOVABLE HDD	Konica Minolta	50.00%
EK-609 LOCAL INTERFACE KIT	Konica Minolta	50.00%
UK-212 WIRELESS UPGRADE KIT	Konica Minolta	50.00%
EK-608 LOCAL INTERFACE KIT	Konica Minolta	50.00%
MK-746 ENVELOPE GUIDE KIT	Konica Minolta	50.00%

SERVICE CATEGORY Product Description	Product Brand	Discount % off MSRP
EK-610 LOCAL INTERFACE KIT	Konica Minolta	50.00%
LOCAL INTERFACE KIT EK-611	Konica Minolta	50.00%
MB-508 BANNER SHEET BYPASS TRAY	Konica Minolta	50.00%
FK-517 FAX KIT	Konica Minolta	50.00%
PF-P25 HEIGHT ADJUSTMENT UNIT	Konica Minolta	50.00%
PF-P21	Konica Minolta	50.00%
PF-P28 Paper Feed Unit (500-Sheet Capacity)	Konica Minolta	50.00%
DF-713 AUTO DUPLEX DOCUMENT FEEDER	Konica Minolta	50.00%
MB-511 BYPASS BANNER TRAY	Konica Minolta	50.00%
IM-102 INTELLIGENT MEDIA SENSOR	Konica Minolta	50.00%
KP-P03 KEYPAD (7" PANEL)	Konica Minolta	50.00%
EK-P10 LOCAL INTERFACE KIT	Konica Minolta	50.00%
KP-102 KEYPAD (10" PANEL)	Konica Minolta	50.00%
MK-P08 MOUNT KIT	Konica Minolta	50.00%
UK-P19 DOUBLE FEED DETECTION KIT	Konica Minolta	50.00%
WT-P03 WORKING TABLE	Konica Minolta	50.00%
EM-908 1 TB SSD	Konica Minolta	50.00%
SC-509 SECURITY KIT	Konica Minolta	50.00%
UPGRADE KIT UK-221	Konica Minolta	50.00%
PF-P23 PAPER TRAY (250-SHEET CAPACITY)	Konica Minolta	50.00%
PF-P24 PAPER TRAY (520-SHEET CAPACITY)	Konica Minolta	50.00%
VI-514 VIDEO INTERFACE FOR IQ 501	Konica Minolta	50.00%
UK-112 HDD	Konica Minolta	50.00%
MB-510 MULTI BYPASS TRAY	Konica Minolta	50.00%
MK-760 BANNER INPUT KIT	Konica Minolta	50.00%
MK-761 BANNER OUTPUT KIT	Konica Minolta	50.00%
WORKING TABLE WT-519	Konica Minolta	50.00%
EXTERNAL KEYBOARD	Konica Minolta	50.00%
AU-205HGEN2 SQ-2020-94643	Konica Minolta	50.00%
YSOFT MFX READER KM US CONFIG LIFE WARTY	Konica Minolta	50.00%
IM-103 INTELLIGENT MEDIA SENSOR	Konica Minolta	50.00%
VI-514 VIDEO INTERFACE FOR IQ-501	Konica Minolta	50.00%
PLOCKMATIC HIGH CAPACITY BELT STACKER	Konica Minolta	45.00%
DIE COIL RND 44/47H	Konica Minolta	45.00%
DIE WIRE 2:1 RND 21/23H	Konica Minolta	45.00%
DIE WIRE 3:1 RND 32/34H	Konica Minolta	45.00%
DIE 3 HOLE 8MM	Konica Minolta	45.00%
DIE 3/5/7 HOLE 8MM	Konica Minolta	45.00%
DIE 2/4 HOLE 8MM	Konica Minolta	45.00%
DIE VELOBIND 11 HOLE LTR	Konica Minolta	45.00%
DIE COMBBIND 19/21H	Konica Minolta	45.00%
DIE WIRE 2:1 SQ 21/23H	Konica Minolta	45.00%
DIE WIRE 3:1 SQ 32/34H	Konica Minolta	45.00%

SERVICE CATEGORY Product Description	Product Brand	Discount % off MSRP
DIE COIL OVAL 44/47H	Konica Minolta	45.00%
DIE EWIRE RND	Konica Minolta	45.00%
DIE EWIRE SQ	Konica Minolta	45.00%
DIE COIL RND 44/47H HD	Konica Minolta	45.00%
DIE 3 HOLE 8MM HD	Konica Minolta	45.00%
DIE COMBBIND 19/21H HD	Konica Minolta	45.00%
GBC WIRE BINDER G1	Konica Minolta	45.00%
PLOCKMATIC RCT 3.0 MODULE	Konica Minolta	45.00%
PLOCKMATIC HAND FEED TRAY	Konica Minolta	45.00%
PLOCKMATIC CAREPACK SD-435	Konica Minolta	45.00%
SD-435 BOOKLET MAKER	Konica Minolta	45.00%
PLOCKMATIC CAREPACK FM-400	Konica Minolta	45.00%
PLOCKMATIC FM-400 FINISHING MODULE	Konica Minolta	45.00%
PLOCKMATIC SD-450 UPGRADE KIT	Konica Minolta	45.00%
IMAGEVIEWER FOR B&W.	Konica Minolta	45.00%
KIT OPTION ES-3000 HARDWARE ONLY.	Konica Minolta	45.00%
LU-202M LARGE CAPACITY TRAY	Konica Minolta	45.00%
HT-503 DEHUMID HEATER FOR LU-202	Konica Minolta	45.00%
HT-515 HEATER FOR LU-202XLM	Konica Minolta	45.00%
OT-511 OUTPUT TRAY	Konica Minolta	45.00%
PI-502 POST INSERTER FOR FS-532	Konica Minolta	45.00%
FD-503 MULTI FOLDING UNIT	Konica Minolta	45.00%
SD-506 SADDLE STITCH UNIT	Konica Minolta	45.00%
PF-602 PAPER FEED UNIT	Konica Minolta	45.00%
HT-505 HEATER FAN UNIT	Konica Minolta	45.00%
PB-503 PERFECT BINDER	Konica Minolta	45.00%
HT-506 HEATER FOR PF-710	Konica Minolta	45.00%
FS-532M STAPLE FINISHER	Konica Minolta	45.00%
SD-510 SADDLE STITCH UNIT	Konica Minolta	45.00%
MK-732 MOUNT KIT FOR PI-506	Konica Minolta	45.00%
ZU-608 Z-FOLDING UNIT	Konica Minolta	45.00%
RU-510 RELAY UNIT	Konica Minolta	45.00%
FUSER LOADING WAGON	Konica Minolta	45.00%
SD-513 SADDLE STITCHER	Konica Minolta	45.00%
FD-504 SQUARE FOLD MODULE FOR SD-513	Konica Minolta	45.00%
TU-503 TRIMMER UNIT FOR SD-513	Konica Minolta	45.00%
CR-101 CREASER UNIT FOR SD-513	Konica Minolta	45.00%
MK-737 MOUNT KIT FOR 3RD PARTY OPTIONS	Konica Minolta	45.00%
SD-513/F SADDLE STITCH UNIT - FRONT	Konica Minolta	45.00%
OT-507 EXIT TRAY	Konica Minolta	45.00%
IQ-501 INTELLIGENT QUALITY OPTIMIZER	Konica Minolta	45.00%
LU-202XLM XL PAPER FEED (29.5 IN MAX)	Konica Minolta	45.00%
RU-518M RELAY UNIT	Konica Minolta	45.00%

SERVICE CATEGORY Product Description	Product Brand	Discount % off MSRP
HM-103 HUMIDIFICATION UNIT FOR RU-518	Konica Minolta	45.00%
PF-710 PAPER FEED UNIT	Konica Minolta	45.00%
PF-710 PAPER FEEDER UNIT	Konica Minolta	45.00%
FA-503 PI-PFU CONNECTION KIT	Konica Minolta	45.00%
UK-217 UPGRADE KIT.	Konica Minolta	45.00%
UK-217 UPGRADE KIT	Konica Minolta	45.00%
VIDEO INTERFACE KIT VI-512	Konica Minolta	45.00%
VIDEO INTERFACE KIT VI-513	Konica Minolta	45.00%
LS-507 LARGE STACKER	Konica Minolta	45.00%
FS-541 STAPLE FINISHER	Konica Minolta	45.00%
TU-510 TRIMMER UNIT	Konica Minolta	45.00%
FA-505 PF CONNECTION KIT	Konica Minolta	45.00%
LU-208 LARGE CAPACITY TRAY	Konica Minolta	45.00%
LU-208XL LONG SHEET PAPER FEED	Konica Minolta	45.00%
PK-525 PUNCH KIT	Konica Minolta	45.00%
OT-512 OUTPUT TRAY	Konica Minolta	45.00%
IM-101 INTELLIGENT MEDIA SENSOR.	Konica Minolta	45.00%
IM-101 INTELLIGENT MEDIA SENSOR	Konica Minolta	45.00%
UK-115 UPGRADE KIT FOR IC-420	Konica Minolta	45.00%
VI-516 INTERFACE KIT	Konica Minolta	45.00%
MB-509 MULTI BYPASS TRAY	Konica Minolta	45.00%
LC-502 STACKER CART	Konica Minolta	45.00%
TU-504 SLITTER FOR TU-510	Konica Minolta	45.00%
CR-102 CREASER FOR TU-510	Konica Minolta	45.00%
MK-764 BANNER OUTPUT FOR TU-510	Konica Minolta	45.00%
JS-507 BUSINESS CARD TRAY FOR TU-510	Konica Minolta	45.00%
EF-106 ENVELOPE FUSER	Konica Minolta	45.00%
WT-518 WORK TABLE	Konica Minolta	45.00%
CR-103 CONVEX CREASING UNIT FOR TU-510	Konica Minolta	45.00%
MK-765 DUST BOX FOR TU-510	Konica Minolta	45.00%
PE-101 FEED DIRECTION PERF FOR TU-510	Konica Minolta	45.00%
PE-102 CROSS DIRECTION PERF TU-510	Konica Minolta	45.00%
EF-109 ENVELOPE FUSER	Konica Minolta	45.00%
SD-435E BOOKLET MAKER	Konica Minolta	45.00%
FM-400E FINISHING MODULE	Konica Minolta	45.00%
CARE PACK SD-435E	Konica Minolta	45.00%
CARE PACK FM-400E	Konica Minolta	45.00%
IM-104 INTELLIGENT MEDIA SENSOR	Konica Minolta	45.00%
IM-105 INTELLIGENT MEDIA SIZE SENSOR	Konica Minolta	45.00%
IQ-601 INTELLIGENT QUALITY OPTIMIZER	Konica Minolta	45.00%
CK-102 5TH COLOR PROCESSING KIT	Konica Minolta	45.00%
UK-121 5TH COLOR PARTS KIT	Konica Minolta	45.00%
IC-316M CREO IMAGE CONTROLLER	Konica Minolta	24.00%

SERVICE CATEGORY Product Description	Product Brand	Discount % off MSRP
IC-316 FAST PACK	Konica Minolta	24.00%
IC-316 ACTION PACK	Konica Minolta	24.00%
IC-316 MATCH PACK	Konica Minolta	24.00%
IC-316 TRANS PACK	Konica Minolta	24.00%
VI-509 VIDEO INTERFACE KIT	Konica Minolta	24.00%
UK-301 AUTO INSPECTION UNIT	Konica Minolta	24.00%
RU-702 PURGE TRAY	Konica Minolta	24.00%
IC-317 EFI FIERY SERVER CONTROLLER	Konica Minolta	24.00%
IC-318 FIERY IMAGE CONTROLLER	Konica Minolta	24.00%
IC-419 EFI EMBEDDED IMAGE CONTROLLER	Konica Minolta	24.00%
IC-420 FIERY CONTROLLER	Konica Minolta	24.00%
IC-610 KM IMAGE CONTROLLER	Konica Minolta	24.00%
IC-607 KM IMAGE CONTROLLER - C4065	Konica Minolta	24.00%
VI-515 VIDEO INTERFACE FOR CONTROLLER	Konica Minolta	24.00%
IC-316 CREO CONTROLLER	Konica Minolta	24.00%
IC-319 FIERY PREMIUM IMAGE CONTROLLER	Konica Minolta	24.00%
CU-104 CLEANING UNIT FOR EF-106	Konica Minolta	24.00%
UK-117 UPGRADE KIT REQ FOR CREO IC-316	Konica Minolta	24.00%
UK-311 ACCELERATION KIT	Konica Minolta	24.00%
UK-312 VDP VERIFICATION KIT	Konica Minolta	24.00%
IC-318L FIERY IMAGE CONTROLLER	Konica Minolta	24.00%
22IN FACI/FURNITURE BUNDLE FOR NX	Konica Minolta	24.00%
FURNITURE FOR FIERY NX STATION W 22IN	Konica Minolta	24.00%
FURNITURE FOR FIERY NX STATION LS W 27IN	Konica Minolta	24.00%
DRIVE SECURITY KIT FOR NX ONE II	Konica Minolta	24.00%
ADTL HDD AND CARRIER OPTION NX PRM IV	Konica Minolta	24.00%
DISK SECURITY 2 DRIVE CARRIER NX PRO III	Konica Minolta	24.00%
ADDL DRIVES/CARRIER OPTION NX PRO III	Konica Minolta	24.00%
IC-609 KM CONTROLLER - C4080/C4070/C7100	Konica Minolta	24.00%
UPGRADE KIT UK-220	Konica Minolta	24.00%
MIC-4160 V2 FIERY IMAGE CONTROLLER	Konica Minolta	24.00%
IMAGEVIEWER FOR B&W	Konica Minolta	24.00%
FIERY JOBFLOW W / MAINT	Konica Minolta	24.00%
JOBFLOW w/1YR Support-PITSTOP-IMPOSE 5YR	Konica Minolta	24.00%
KIT OPTION ES-3000 HARDWARE ONLY	Konica Minolta	24.00%
FIERY JOBFLOW ANNUAL MAINTENANCE	Konica Minolta	24.00%
ADOBE ACROBAT PRO 2020 FOR FIERY MAKERDY	Konica Minolta	24.00%
MIC-4170 FIERY IMAGE CONTROLLER	Konica Minolta	24.00%
FIERY IMPOSE 1YEAR SUBSCRIPTION	Konica Minolta	24.00%
FIERY IMPOSE 2YEAR SUBSCRIPTION	Konica Minolta	24.00%
FIERY IMPOSE 3YEAR SUBSCRIPTION	Konica Minolta	24.00%
FIERY IMPOSE 4YEAR SUBSCRIPTION	Konica Minolta	24.00%
FIERY IMPOSE 5YEAR SUBSCRIPTION	Konica Minolta	24.00%

SERVICE CATEGORY Product Description	Product Brand	Discount % off MSRP
FIERY COMPOSE 1YEAR SUBSCRIPTION	Konica Minolta	24.00%
FIERY COMPOSE 2YEAR SUBSCRIPTION	Konica Minolta	24.00%
FIERY COMPOSE 3YEAR SUBSCRIPTION	Konica Minolta	24.00%
FIERY COMPOSE 4YEAR SUBSCRIPTION	Konica Minolta	24.00%
FIERY COMPOSE 5YEAR SUBSCRIPTION	Konica Minolta	24.00%
FIERY IMPOSE-COMPOSE 1YEAR SUBSCRIPTION	Konica Minolta	24.00%
FIERY IMPOSE-COMPOSE 2YEAR SUBSCRIPTION	Konica Minolta	24.00%
FIERY IMPOSE-COMPOSE 3YEAR SUBSCRIPTION	Konica Minolta	24.00%
FIERY IMPOSE-COMPOSE 4YEAR SUBSCRIPTION	Konica Minolta	24.00%
FIERY IMPOSE-COMPOSE 5YEAR SUBSCRIPTION	Konica Minolta	24.00%
FIERY JOBMASTER 1YEAR SUBSCRIPTION	Konica Minolta	24.00%
FIERY JOBMASTER 2YEAR SUBSCRIPTION	Konica Minolta	24.00%
FIERY JOBMASTER 3YEAR SUBSCRIPTION	Konica Minolta	24.00%
FIERY JOBMASTER 4YEAR SUBSCRIPTION	Konica Minolta	24.00%
FIERY JOBMASTER 5YEAR SUBSCRIPTION	Konica Minolta	24.00%
CREO DONGLE FOR 6272	Konica Minolta	24.00%
IC-317 EFI FIERY SERVER CONTROLLER PROMO	Konica Minolta	24.00%
IC-319 IC-318 318L IC-317 V2.1 UPGRD KIT	Konica Minolta	24.00%
IC-316E CREO IMAGE CONTROLLER	Konica Minolta	24.00%
3-BAY CASE NX PREM GEN III EXT HDD KIT	Konica Minolta	24.00%
AI-101 AUTO INSPECTION UNIT	Konica Minolta	24.00%
IMAGE CONTROLLER IC-614	Konica Minolta	24.00%
IC-322 FIERY IMAGE CONTROLLER	Konica Minolta	24.00%
IC-323 FIERY HIGH CONTROLLER	Konica Minolta	24.00%
FIERY GRAPHIC ARTS PRO - 1YR LICENSE KIT	Konica Minolta	24.00%
FIERY GRAPHIC ARTS PRO - 2YR LICENSE KIT	Konica Minolta	24.00%
FIERY GRAPHIC ARTS PRO - 3YR LICENSE KIT	Konica Minolta	24.00%
FIERY GRAPHIC ARTS PRO - 4YR LICENSE KIT	Konica Minolta	24.00%
FIERY GRAPHIC ARTS PRO - 5YR LICENSE KIT	Konica Minolta	24.00%
EFI BUNDLE NX-22IN STAND+CPS SW+JM-IM+GA	Konica Minolta	24.00%
EFI BUNDLE CPS SW ONLY+JM-IM+GA PRO	Konica Minolta	24.00%
IC-320 CREO CONTROLLER CMYK ONLY	Konica Minolta	24.00%
IC320 ACTION PACK	Konica Minolta	24.00%
IC320 MATCH PACK	Konica Minolta	24.00%
IC320 FAST PACK	Konica Minolta	24.00%
IC320 TRANS PACK	Konica Minolta	24.00%
SMART-UPS 1500VA LCD 120V WITH SMARTCONN	Konica Minolta	19.00%
LR5402C CUST TOWER LIGHT ASSEMBLY	Konica Minolta	19.00%
PWRFILTER W LINE MONITORING 120V/15A	Konica Minolta	19.00%
120V/15AMP POWER PROT	Konica Minolta	19.00%
120V / 20AMP POWER PROTECTION DEVICE	Konica Minolta	19.00%
208V / 20AMP POWER PROTECTION DEVICE	Konica Minolta	19.00%
DIAGNOSTIC PWRFILTER BLUETOOTH 120V/15A	Konica Minolta	19.00%

SERVICE CATEGORY Product Description	Product Brand	Discount % off MSRP
ESP DIAGNOSTIC POWER FILTER 208-240V/30A	Konica Minolta	19.00%
IP ENABLED INTRFC WSIGSENSE MOD 120V/15A	Innovolt	19.00%
IP ENABLED INTRFC WSIGSENSE MOD 120V/20A	Innovolt	19.00%
IP ENABLED INTRFC WSIGSENSE MOD 208V/20A	Innovolt	19.00%
DIAG PWRFILTER 208V/240V/30A W NTWRK HUB	Innovolt	19.00%
IP ENABLED INTRFC WSIGSENSE MOD 240V/30A	Innovolt	19.00%
PWRFILTER WNOISE &SURGE PROTECT 120V/15A	Innovolt	19.00%
PWRFILTER W PREMIUM INRUSH 120V/15A	Innovolt	19.00%
PWRFILTER W PREMIUM INRUSH 120V/20A	Innovolt	19.00%
PWRFILTER W PREMIUM INRUSH 208V/20A	Innovolt	19.00%
SINGLE OUTLET PWRFILTER 120V/15A	Innovolt	19.00%
ESP COMPACT POWER FILTER 120V/15A	Innovolt	19.00%
EWIRE SPOOL ELEMENT SIZE 'A' BLACK	GBC	12.00%
EWIRE SPOOL ELEMENT SIZE 'B' BLACK	GBC	12.00%
EWIRE SPOOL ELEMENT SIZE 'C' BLACK	GBC	12.00%
EWIRE SPOOL ELEMENT SIZE 'D' BLACK	GBC	12.00%
EWIRE SPOOL ELEMENT SIZE 'E' BLACK	GBC	12.00%
EWIRE SPOOL ELEMENT SIZE 'A' WHITE	GBC	12.00%
EWIRE SPOOL ELEMENT SIZE 'B' WHITE	GBC	12.00%
EWIRE SPOOL ELEMENT SIZE 'C' WHITE	GBC	12.00%
EWIRE SPOOL ELEMENT SIZE 'D' WHITE	GBC	12.00%
EWIRE SPOOL ELEMENT SIZE 'E' WHITE	GBC	12.00%
EWIRE SPOOL ELEMENT SIZE 'A' SILVER	GBC	12.00%
EWIRE SPOOL ELEMENT SIZE 'B' SILVER	GBC	12.00%
EWIRE SPOOL ELEMENT SIZE 'C' SILVER	GBC	12.00%
EWIRE SPOOL ELEMENT SIZE 'D' SILVER	GBC	12.00%
EWIRE SPOOL ELEMENT SIZE 'E' SILVER	GBC	12.00%
GBC LAMINATOR CL-401 115V	GBC	12.00%
CL-401 REFILL FILM CARTRIDGE FRAME	GBC	12.00%
DIE G3 CREASE 75-300GSM	GBC	0.00%
DIE G3 PERF 75-120GSM	GBC	0.00%
DIE G3 PERF 120-300GSM	GBC	0.00%
GBC PUNCH G3	GBC	0.00%
EWIRE SPOOL ELEMENT SIZE F BLACK	GBC	0.00%
EWIRE SPOOL ELEMENT SIZE F WHITE	GBC	0.00%
EWIRE SPOOL ELEMENT SIZE F SILVER	GBC	0.00%
KODAK E1030 SCANNER - 30PPM	Kodak	7.00%
KODAK E1040 SCANNER - 40PPM	Kodak	7.00%
FEED ROLLER KIT S2040/E1040&30	Kodak	0.00%
KODAK SCANMATE i940 SCANNER	Kodak	0.00%
BRILLIANIZE DETAILER WIPES	Kodak	0.00%
FEEDER MODULE i900 SERIES	Kodak	0.00%
SEPARATION MODULE i900 SERIES	Kodak	0.00%

SERVICE CATEGORY Product Description	Product Brand	Discount % off MSRP
STATICIDE WIPES 6 BOXES OF 24	Kodak	0.00%
TRANSPORT CLEANING SHT 50PK	Kodak	0.00%
KODAK I4250 SCANNER - 110PPM	Kodak	0.00%
KODAK I4650 SCANNER - 130PPM	Kodak	0.00%
KODAK I4850 SCANNER - 150PPM	Kodak	0.00%
I600/I700/I1400 ENHCD PTR INKCTG CARRIER	Kodak	0.00%
KODAK PTR ACCESSORY FOR i4000 SERIES	Kodak	0.00%
I600/I700/I800/I1800/I1400 ENHCDPTRBLKCT	Kodak	0.00%
FEEDER KIT I4000 & I5000	Kodak	0.00%
I200/I600/I700/I1400 PRINTER INK BLOTTER	Kodak	0.00%
RED INK CART ENHANCED PRINTER	Kodak	0.00%
ULTRA LT FEEDER KIT, 4000&5000	Kodak	0.00%
KODAK L/U WHITE BKGD FOR i4000 W/PTR	Kodak	0.00%
IMAGING GUIDE SET	Kodak	0.00%
KODAK XL FEEDER CONSUM KIT FOR i4000	Kodak	0.00%
KODAK XXL FEEDER CONSUM KIT FOR i4000	Kodak	0.00%
KODAK I5850 SCANNER - 210PPM	Kodak	0.00%
KODAK COLOR SCANNER I5650 180PPM	Kodak	0.00%
KODAK - I5250V SCANNER - 140 PPM	Kodak	0.00%
KODAK I5250 SCANNER - 150 PPM	Kodak	0.00%
KODAK - I5850S SCANNER -210PPM +	Kodak	0.00%
KODAK - I5650V SCANNER - 170 PPM	Kodak	0.00%
I5250 FADGI COMPLIANT SCANNER BUNDLE	Kodak	0.00%
I5850 FADGI COMPLIANT SCANNER BUNDLE	Kodak	0.00%
ENHANCED PRINTER ACC i5000	Kodak	0.00%
MANUAL FEEDER i5000 SERIES	Kodak	0.00%
KODAK 26 IN OUTPUT EXTENDER TRAY	Kodak	0.00%
KODAK 30 IN OUTPUT EXTENDER TRAY	Kodak	0.00%
KODAK 34 IN OUTPUT EXTENDER TRAY	Kodak	0.00%
INK BLOTTER FRONT, I1800&I5000	Kodak	0.00%
UPPER FLIPPABLE WHITE BKGRND	Kodak	0.00%
BLACK INK CART FOR ENHANCD PTR	Kodak	0.00%
KODAK ALARIS S2040 DESKTOP SCANNER	Kodak	0.00%
KODAK S2050 50PPM/100IPM	Kodak	0.00%
KODAK S2070 70PPM/140IPM	Kodak	0.00%
KODAK S2060W 60PPM/120IPM WIRELESS	Kodak	0.00%
KODAK - ALARIS S2080W SCANNER- 80PPM	Kodak	0.00%
KODAK S2085F SCANNER- 85PPM	Kodak	0.00%
KODAK S2050/70/60W/80W SEP PAD&ROLL	Kodak	0.00%
KODAK FEED ROLLER KIT	Kodak	0.00%
KODAK S3060 SCANNER- 60PPM	Kodak	0.00%
KODAK S3100F SCANNER- 100PPM	Kodak	0.00%
KODAK S3100 SCANNER- 100PPM	Kodak	0.00%

SERVICE CATEGORY Product Description	Product Brand	Discount % off MSRP
KODAK S3120 MAX SCANNER	Kodak	0.00%
KODAK S3140 MAX SCANNER	Kodak	0.00%
DOC EXTENDER ACC S2085F/S3000 SCANNERS	Kodak	0.00%
KODAK - I3000 REAR OUTPUT TRAY ACCESSORY	Kodak	0.00%
BRILLIANIZE DETAILER WIPES FOR SCANNERS	Kodak	0.00%
ROLLER CLEANING PADS 24PK	Kodak	0.00%
STATICIDE WIPES FIMGLNK & SCANNERS	Kodak	0.00%
DS TRANSPORT CLEANING SHEETS	Kodak	0.00%
KODAK - SCAN STATION 730 EX PLUS - 70PPM	Kodak	0.00%
A3 FLATBED 11 X 17	Kodak	0.00%
LEGAL FLATBED I2000 & I3000	Kodak	0.00%
DS-C480W 30PPM/60IPM WIRELES	Epson	0.00%
DS-C490 40PPM/80IPM	Epson	0.00%
DS-C330 30PPM/60IPM	Epson	0.00%
DS-320 25PPM/50IPM	Epson	0.00%
DS-70 10PPM	Epson	0.00%
DS-80W 15PPM WIRELESS	Epson	0.00%
DS-410 26PPM/52IPM	Epson	0.00%
DS-530 II 35PPM/70IPM	Epson	0.00%
DS-770 II 45PPM/90IPM	Epson	0.00%
EPSON ROLLER ASSBLY KIT WORKFORCE DS-410	Epson	0.00%
EPSON FLATBED SCANNER DOCK DS-530/ES-400	Epson	0.00%
ROLLER ASSEMBLY KIT DS-530/ES-400/500W	Epson	0.00%
EPSON CARRIER SHEET 2 DS-530/ES-400/500W	Epson	0.00%
EPSON CLEANING KIT DS-530/ES-400/500W	Epson	0.00%
DS-575W II 35PPM/70IPM WIRELES	Epson	0.00%
DS-730N 40PPM/80IPM	Epson	0.00%
DS-790WN 45PPM/90IPM WIFI	Epson	0.00%
DS-870 65PPM/130IPM	Epson	0.00%
DS-970 85PPM/170IPM	Epson	0.00%
DS-30000 70PPM/140IPM	Epson	0.00%
DS-32000 90PPM/180IPM	Epson	0.00%
EPSON PICKUP ROLLER DS-30000/DS-32000	Epson	0.00%
EPSON SEP ROLLER FOR DS-30000/DS-32000	Epson	0.00%
EPS PASSPORT CARRSHEET DS-30000/DS-32000	Epson	0.00%
DS-1630 25PPM A4 FB	Epson	0.00%
DS-6500 25PPM/50IPM A4 FB	Epson	0.00%
DS-7500 40PPM/80IPM A4 FB	Epson	0.00%
EPSON ROLLER ACCESKIT DS-6500/DS-7500	Epson	0.00%
DS-50000 A3 FLATBED	Epson	0.00%
DS-60000 40PPM/80IPM A3 FB	Epson	0.00%
DS-70000 70PPM/140IPM A3 FB	Epson	0.00%
EPSON ROLLER ACCESKIT DS-60000 DS-70000	Epson	0.00%

SERVICE CATEGORY Product Description	Product Brand	Discount % off MSRP
PERFECTION V850-M PRO PHOTO	Epson	0.00%
EXPRESSION 12000XL GRAPHIC	Epson	0.00%
EXPRESSION 12000XL PHOTO	Epson	0.00%
FLUID MOUNT KITPERFECTION V800/850 PRO	Epson	0.00%
TRANSUNIT EXPRESSION 12000XL-PH PHO SCAN	Epson	0.00%
DUPLO DF-850 MANUAL SETTING FOLDER	Duplo	0.00%
DUPLO DFC-S CORNER & SIDE STAPLER	Duplo	0.00%
UD-310 DIE CUTTER WITH AAO-UD300SEP/CNV	Duplo	0.00%
DPB 500 PUR PERFECT BINDER PRODUCTION	Duplo	0.00%
ULTRA 300AI IN-LINE UV COATING SYS	Duplo	0.00%
DUPLO DFL-500 DRY COAT/FOIL/LAMINATOR	Duplo	0.00%
V-417 CUT SHEET BURSTER	Duplo	0.00%
DUPLO DSC-10/60I 10-BIN COLLATOR	Duplo	0.00%
DUPLO DB-290PERFECT BINDERLT PROD	Duplo	0.00%
COLEX SX1732 FLATBED CUTTER 5X10	Colex	0.00%
FIXED DOUBLE-EDGE KNIFE	Colex	0.00%
GBC - AUTOMATED PUNCH	GBC	0.00%
SPIRE III 64T-64IN THRML WIDE FRMT LMNTR	GBC	0.00%
PROCUT 17P -17 1/2IN PROGRAMMABLE CUTTE	GBC	0.00%
GBC:SWINGLINE 750X SMARTECH (CROSS CUT)	GBC	0.00%
SPIRAL: WIREMAC ELECTRIC PUNCH	Spiral Binding	0.00%
OD4012 PUNCH W 1 DIE	Spiral Binding	0.00%
JBUSA SPEEDY-LAM 330R-10 10 ROLLER POUCH	Spiral Binding	0.00%
18IN ROLL-A-BLADE ROTARY TRIM	Spiral Binding	0.00%
CHALLENGE HYDRAULIC ROUND CORNER MACH	Spiral Binding	0.00%
C-STEP-2 PKG W/PRESS 3 DIE&500 GRMT&WSHR	Spiral Binding	0.00%
CLAMCO COMBO JR.-B SHRINK WRAP SYSTEM	Spiral Binding	0.00%
SPIRAL CHLNGE MS-10 ADRILL HEAD NOT INCL	Spiral Binding	0.00%
THERM-O-TYPE FOIL CUTTER	Spiral Binding	0.00%
MBM AEROCUT NANO	Spiral Binding	0.00%
CHALLENGE IJOG HD JOGGER+AIR ASSIST	Spiral Binding	0.00%
MBM 208J Manual Folder	Spiral Binding	0.00%
COUNT FC114-AIR CREASE/NUMBER/PERF UNIT	Spiral Binding	0.00%
ROSBACK 920 20in CONVEYOR	Spiral Binding	0.00%
MBM STITCHFOLD HANDFED OFFLINE BKLTMAKER	Spiral Binding	0.00%
DELUXE M19-AST 9/16IN STITCHER+18D HEAD	Spiral Binding	0.00%
COUNT ACCUNUMBER AIR W/O SCORE OR PERF	Spiral Binding	0.00%
INTIMUS175CC3SHRED 5/32X1-13/16 CROSSCUT	Spiral Binding	0.00%
PAITEC IM9100 PRESSURE SEALER	Spiral Binding	0.00%
MEMJET PRINT HEAD FOR IJET COLOR PRO	Spiral Binding	0.00%
DL200 LETTER OPENER	Spiral Binding	0.00%
SPIRAL RBW-1500S VINYL WELDING MACHINE	Spiral Binding	0.00%
ACCUFAST ET TABBER (FANFOLD)	Spiral Binding	0.00%

SERVICE CATEGORY Product Description	Product Brand	Discount % off MSRP
STICKER SINGLE BLADE CASING IN MACHINE	Spiral Binding	0.00%
PREFERRED PACK PP1519ECMC INSTALL	Spiral Binding	0.00%
INTIMUS 16.86 SHREDDER-WOILER 6X50MM CC	Spiral Binding	0.00%
MBM DESTROYIT 2604CC332 - 3/32X5/8CC	Spiral Binding	0.00%
QUICKLABEL QL-120X PERFORMANCE BUNDLE	Spiral Binding	0.00%
MACH 6 TURNKEY SYSTEM W/MCOLOR 3.0 PRE-L	Spiral Binding	0.00%
TEC LTG:HANDOFF UV FLD 3-AMP IR UV ROLL	TEC Lighting	0.00%
TEC LTG:ALONE FLIP DBLESIDED COAT 16"	TEC Lighting	0.00%
TEC LTG:ALONE AUTO DEP PILE VAC FD 16X20	TEC Lighting	0.00%
PT 8336SCC MULTI SLIT/CUT/CREASE	Graphic Whizard	0.00%
PT33IKF INDEPENDENT KNIFE FOLDER	Graphic Whizard	0.00%
PT 33LSC - LAMINATOR/SLITTER/CUTTER	Graphic Whizard	0.00%
DIGIFOLD PRO XL	Plockmatic	0.00%
MOBILE MINI STACKER	Plockmatic	0.00%
DIGIBOOK 200 PUR PERFECT BINDER	Plockmatic	0.00%
VXF VACUUM FEEDER	Plockmatic	0.00%
MORGANA SQUARE FOLD TRIMMER (SFT)	Plockmatic	0.00%
TRIMMINGS CONVEYOR KIT	Plockmatic	0.00%
TRIM WASTE CONVEYOR 2.0	Plockmatic	0.00%
SPARE PARTS KIT FOR DS-1200	Quadient	0.00%
ENTRY LEVEL AS-450 HIGH SPEED MONOCHROME	Quadient	0.00%
IJ-15K	Quadient	0.00%
PRODUCTION METER & LIGHT TOWER	Quadient	0.00%
MANUAL PAPER CUTTER CUTS STACKS UP TO 3	Quadient	0.00%
S.M.A.R.T. DESKTOP REQUEST TO SEND/PRINT	Quadient	0.00%
SDD BLT0202 2-SIDE TRIMMER	SDD	0.00%
PRODUCTION TOWER SRVR	RSA	0.00%
TCP/IP CONNECTIVITY	RSA	0.00%
PREMIUM PRODUCTION TOWER SRVR	RSA	0.00%
APT ANALOG COUNTING DEVICE HARDWARE	Ironsides Technology	0.00%
NETWORK ENABLED MULTI-COPY BILL & COIN	Jamex	5.00%
NETWORK ENABLED MULTI-COPY COIN VEND.	Jamex	5.00%
NETWORK ENABLED MULTI-COPY BILLCOINCRD	Jamex	5.00%
NETWORK ENABLED MULTI-COPY COINCARD	Jamex	5.00%
NETWORK ENABLED PC & COPY BILL & COIN	Jamex	5.00%
NETWORK ENABLED PC & COPY COIN VEND.	Jamex	5.00%
NETPAD TOUCH	Jamex	5.00%
NETPAD W/ MAG	Jamex	5.00%
MOBILE PAY NETPAD FOR 9500	Jamex	5.00%
MOBILE PAY NETPAD TERMINAL	Jamex	5.00%
MP3000 FOR 9500 VEND SYSTEM	Jamex	5.00%
JAMEXCS-1 SUPPORT FOR FRNTLOADNG COPIERS	Jamex	5.00%
JAMEX57BASE FREESTNDNGBASE FOR 9557/9552	Jamex	5.00%

SERVICE CATEGORY Product Description	Product Brand	Discount % off MSRP
WALL MOUNT BRACKET	Jamex	5.00%
BRACKET FOR USE WITH 95XX VEND STATION	Jamex	5.00%
PEDESTAL FOR NETPAD TOUCH	Jamex	5.00%
JAMEX DPU H245 THERMAL PRINTER	Jamex	5.00%
JAMEX OPTIONAL 4 TUBE CHANGER	Jamex	5.00%
4-TUBE CHANGER (EXISTING SYSTEMS ONLY)	Jamex	0.00%
JAMEX7800 MDB READR FOR EXISTNG6557/6552	Jamex	5.00%
JAMEX MAIN BD FOR INTEGRATED VEND&KM MFP	Jamex	5.00%
JAMEX INTERFACE SOLUTION	Jamex	5.00%
SWITCH KEY OPERATED BANNER BYPASS	Jamex	0.00%
MAIN BOARD V2 NETWRK ENABLED 9557	Jamex	5.00%
MAIN BOARD V2+JPC NETWRK ENABLED 9557	Jamex	5.00%
KIT H102 CONVERSION 65XX INTO 95XX	Jamex	5.00%
JAMEX7110 MULTI-COPY STORED-VAL CRDREADR	Jamex	10.00%
JAMEX 7112 CARD-ONLY READER FOR COPIERS	Jamex	10.00%
JAMEX 7114 JPC READER-PRINT VENDING APPL	Jamex	10.00%
8230 COPY CARD DISPENR & REVALUE STATION	Jamex	10.00%
8235 COPY CARD DISPENR & REVALUE STATION	Jamex	10.00%
8240 COPY CARD DISPENS & REVALUE STATION	Jamex	10.00%
8245 COPY CARD DISPENR & REVALUE STATION	Jamex	10.00%
COPY CARD ADMINSTRATIVE SOFTWARE	Jamex	10.00%
8220 SELF SERV DISPENS & REVALUE STATION	Jamex	10.00%
8225 SELF SERVE CARD DISP & RE-VALUE	Jamex	10.00%
8250 CARD DISP EMV CREDIT CARD	Jamex	10.00%
8255 CARD DISP RCPT EMV CREDIT CARD	Jamex	10.00%
8260 CARD DISP BILL & EMV CREDIT CARD	Jamex	10.00%
8265 CARD DISP RCPT BILL & EMV CRDIT CRD	Jamex	10.00%
JAMEX PROPRIETARYSTORED-VALUE CARDS-CR80	Jamex	18.00%
PROPRIETARY STORED-VALUE CARDS: 100 PACK	Jamex	18.00%
JAMEX PD-7 MOUNTING PEDESTAL FOR READERS	Jamex	0.00%
PM CLEANING CARDS: 50 PACK	Jamex	0.00%
TRUE-COUNT REMOTE DIGITAL COPY COUNTER	Jamex	10.00%
TRUE-COUNT 25' EXTENSION	Jamex	10.00%
JAMEX ROSETTA FOREIGN INTERFACE	Jamex	10.00%
ENTERPRISE 1G - HA PAIR	Loadbalancer.org	0.00%
FAX GW MODEL 304 AND 308 RACK MNT SHELF	OpenText	3.00%
COIN-OP W/KEYPAD 4 USER ACCT&PRICE LINES	Papercut	25.00%
MULTIPLE PRICE LINES & COPIES COIN BILL	Papercut	25.00%
MULTIPLE PRICE LINE COIN BILL CREDITCARD	Papercut	25.00%
COIN OP WITH CREDIT CARD TERMINAL	Papercut	25.00%
SINGLE PRICE LINE MULTI COPI COIN20BILL	Papercut	25.00%
REVALUE STATION CREDIT CARD ONLY	Papercut	25.00%
REVALUE COINS 1-20 BILL CREDIT CARD	Papercut	25.00%

SERVICE CATEGORY Product Description	Product Brand	Discount % off MSRP
PRINT SERVER APPLIANCE	Papercut	25.00%
MAG CARD FAST RELEASE WITH SWITCH	Papercut	25.00%
FAST RELEASE KEYPAD W/BUILT-IN NET SWIT	Papercut	25.00%
VENDOR INTERFACE- KONICA MINOLTA	Papercut	25.00%
INTERFACE HARNESS SINGLE PRICE LINE	Papercut	25.00%
INTERFACE HARNESS MULTIPLE PRICE LINES	Papercut	25.00%
H20 INTERFACE HARNESS MINOLTA	Papercut	25.00%
BRACKETMOUNTFORCPAD-CONTROLLER	Papercut	25.00%
BASESTAND-COIN-OPS	Papercut	25.00%
TOUCH SCREEN PRE-LOADED ALL-IN-ONE PC	Papercut	25.00%
MOUNTING BRACKET FOR PROXIMITY READERS	Papercut	25.00%
MAGNETIC DEBIT CARD	Papercut	10.00%
BARCODEUSBOMNIDIRECTIONALSCANNER-ORB	Papercut	10.00%
CPADCONTROLLERWITHTOUCHSCREEN	Papercut	10.00%
ALTERNATE PRINTER SUPPORT BOX	Papercut	10.00%
INTERFACEKIT-PRINTRELEASESTN	Papercut	10.00%
PAPERDRAWERLOCK	Papercut	0.00%
WAVEIDPLUS MINIKEYSTROKE BLK 6IN USB RDR	Papercut	0.00%
Software (Evaluated by Brand Discount)		
AAM SW PACKAGE1DEV(TIER1-199) 1 YEAR	Konica Minolta	20.00%
AAM MODULE LICENSE STANDARD 1 SERVER	Konica Minolta	0.00%
APCM SUITE W/O PRINT 1Y	Konica Minolta	20.00%
FIERY API 3 YEAR SUB DIGITAL DELIVERY	Konica Minolta	0.00%
AP DASHBOARD ESSENTIAL 1 YEAR	Konica Minolta	20.00%
ACCURIOPRO FLUX ESSENTIAL (INCL. SMP)	Konica Minolta	13.00%
APVDP ESSL -1 YEAR OF SUPPORT/UPGRADES	Konica Minolta	10.00%
BIZHUB CONNECT TO ONBASE APP.	Konica Minolta	18.00%
CORPORATE ANNOUNCEMENTS WITH 1 MFP LIC.	Konica Minolta	10.00%
CORPORATE ANNOUNCEMENTS WITH 5 MFP LIC.	Konica Minolta	25.00%
STARTUP PKG-1 YEAR FA SOL 5 USER/100GIG	Konica Minolta	13.00%
1 YR FILEASSIST SOLN/PER 200 USERS/1 TB	Konica Minolta	35.00%
FA ADD-ON 250 GB STORAGE 1MTH SUBSCRIPTN	Konica Minolta	5.00%
CONNECTOR FOR FILEASSIST	Konica Minolta	18.00%
BIZHUB CONNECT TO ONBASE APP	Konica Minolta	18.00%
PERSONALIZE FYP STARTER MONTHLY 5 USERS	Konica Minolta	0.00%
WVIDPLKYSTKV2ICLSSESEOSBKUSBMINIGDSHPINC	Konica Minolta	25.00%
WAVEIDPLUSKYSTKV2 BLKUSBMINI GRDSHPINCLD	Konica Minolta	13.00%
YSOFT KM MFX READER 1DEV(4000+).	Konica Minolta	35.00%
USB V3 CONFIGURATION CARD - 5 PACK	Konica Minolta	10.00%
SHIELD GUARD ENTERPRS DEV LIC SUB (MTH)	Konica Minolta	0.00%
SHIELDGUARDBASELIC(ACTIVATION)ENTERPRISE	Konica Minolta	25.00%
PARAGON CLOUD 2 (1-4) 12MO FIXED TERM	Konica Minolta	18.00%

SERVICE CATEGORY Product Description	Product Brand	Discount % off MSRP
YSOFT KM MFX READER 1DEV(4000+)	Konica Minolta	35.00%
SQ CLOUD RESERVED HOSTING 12MO FXD TRM	Konica Minolta	15.00%
DP (1-9 ACTIVE INPUTS)	Konica Minolta	10.00%
DP RELEASE2ME (1-49 DEVICES)	Konica Minolta	10.00%
DP SCANTRIP (1-49 DEVICES)	Konica Minolta	10.00%
DP SCANTRIP (50+ DEVICES)	Konica Minolta	25.00%
DISPATCHER STC 1-9 DEV 1 YR TERM	Konica Minolta	18.00%
DISPATCHER PHOENIX (W/PARAGON) 1-9	Konica Minolta	10.00%
PARGON (W/PHOENIX) NO SUPPORT 1-49	Konica Minolta	30.00%
AS FILE IMP (60KPG/Y) (1-2) 1Y TRM	Kofax	10.00%
CS PRINT DEV (1-9) 1Y TRM	Kofax	10.00%
CSS PREMIUM HOST	Kofax	0.00%
EC SS ENT 50+ 1Y MS (PER UNIT)	Kofax	20.00%
EQ FND DEV (1-9) 1Y TRM	Kofax	10.00%
OM FND DEV (1-9) 1Y TRM	Kofax	10.00%
PROD MOD ADD-ON (RQ PRDT TRNF) 1Y TRM	Kofax	0.00%
PPDF5 ADV VOL LEV A (5-24)	Kofax	0.00%
BLUE SERVER 7.0 IPDS 1 PRINTER (55 PPM)	MPI	0.00%
EASYCOM III 10/100	MPI	0.00%
SPOOL2PRINT BASE SOFTWARE LICENSE	MPI	0.00%
BIZHUB SECURE ALERT SERVER	Prism	20.00%
DOCFORM	Prism	20.00%
DOCSYSTEM	Prism	10.00%
EFORMS ENTERPRISE 1 LICENSE	Prism	20.00%
CONNECTION TO 1ST MFP	Prism	20.00%
LEGAL PRINT	RSA	0.00%
QDIRECT	RSA	0.00%
RDOPRINT LICENSE: 1 SVR-1CUST	RSA	0.00%
READYPRINT	RSA	0.00%
TICKETME LICENSE	RSA	0.00%
MAINFRAME DOWNLOADER (PER MAINFRAME)	RSA	10.00%
MISPRINT LIC(LIC(PER 0-60 PPM PRINTER)	RSA	3.00%
MIS PRINT-LIC TRANSFER FEE(PER PRINTER)	RSA	0.00%
WEBCRD ENTERPRISE SYSTEM LIC	RSA	10.00%
WEBCRD MULTILINGUAL MODULE	RSA	0.00%
IMPACTVDP PRO MODULE	RSA	3.00%
DROPBOXBUSINESS STD ED. SUBSCRIPTION 1YR	Dropbox Business	0.00%
4CAM PRINT TRK ST-ALONE SOL(SUPWEB/CONT)	Ironside Technology	10.00%
CONNECTOR FOR KNO2(SHARE PHI APP)PER MFP	Kno2	13.00%
KM HEALTHCARE MFP SUB 1Y PER MFP	Kno2	35.00%
RIGHTFAX BUSINESS EDITION V10	OpenText	3.00%
RIGHTFAX CONNECTOR FOR KM MFP (1-9)	OpenText	3.00%
RIGHTFAX ENCRYPTION MODULE	OpenText	3.00%

SERVICE CATEGORY Product Description	Product Brand	Discount % off MSRP
RF INTELLIGENT WORKFLOWS W NEW RFCONNECT	OpenText	0.00%
RIGHTFAX EXPRESS 4 LINE CG	OpenText	3.00%
BROOKTROUT SR-140-2F - 2 CH FOIP BRDLS	OpenText	3.00%
PAGEDNA STARTUP BUNDLE A	PageDNA	0.00%
PAGEDNA SUBSCRIPTION SILVER - 1 YEAR	PageDNA	0.00%
PC MFD EMB KM COMM 1-9 PER DEV	PaperCut	3.00%
USERS NO EMB COMM UP TO 100 USERS	PaperCut	3.00%
PC MFD EMB KM COMM 1-9 PER DEV PER MTH	PaperCut	3.00%
ACDI CLD HST SUBSCRPTN GROUP 1 YEARLY	PaperCut	0.00%
STORYBOARD FOR PC 5 DEV BUNDLE MTHLY	PaperCut	35.00%
CSTM BRND AND DATASRCE STRYBD TR1 MTHLY	PaperCut	10.00%
ONE TIME INSTALL TRAINING STORYBOARD	PaperCut	3.00%
PRINT-COM-SAAS-CORE-25-49	PrinterLogic	0.00%
MIDNIGHT PRINT&MAIL MISSAAS BASESOFTWARE	PrintReach	13.00%
ADDITIONAL SHOP-FLOOR LICENSES (EACH)	PrintReach	13.00%
PRINTER'S PLAN SUBSCRIPTION 3-YEAR TERM	PrintReach	3.00%
CLOUD FAX LEVEL 1 1K PGS ANNUAL SBSCRPTN	Upland	25.00%
CLOUD FAX LEVEL1 500PGS ADDON ANNUAL SUB	Upland	25.00%
CLOUD FAX LEVEL 1 500 PAGE PACKAGE	Upland	25.00%
CLOUD FAX INBOUND DID ANNUAL SUB EACH	Upland	25.00%
OL CONNECT-PROFESSIONAL-PERPETUAL LIC	Upland	10.00%
OL CONNECT-SEND 1000 USERS-PERPETUAL LIC	Upland	10.00%
UPGRADE TO OL CONNECT PRO-PERPETUAL LIC	Upland	10.00%
100000 MAIL PIECES	Upland	0.00%
OL CARE - RENEWAL - PP WATCH	Upland	10.00%
OL CARE - RENEWAL - PRT LIC1-50 PPM	Upland	10.00%
OLCARE -RENEW-PSM START(100000 RECORDS)	Upland	10.00%
OL CARE - RENEWAL - COTG ENTERPRISE	Upland	10.00%
VALID CARE CROSS PSM STARTER-CON YEARLY	Upland	0.00%
VALID CARE CROSS PP WATCH TO PSM CONNECT	Upland	10.00%
OL CONNECT EDOCS TRADING PARTNER SETUP	Upland	13.00%
OL CONNECT SEND - 10 USERS	Upland	10.00%
PP WATCH 1 LIC MNT RENEW	Upland	10.00%
PLANETPRESS CONNECT	Upland	10.00%
PPRESS CONNECT OPTIMIZED OUTPUT CARE POP	Upland	3.00%
PRES CONNECT	Upland	10.00%
PSM 7 STARTER: 1YR MAINT RENEWAL	Upland	10.00%
PRINTSHOP MAIL CONNECT	Upland	10.00%
UPGRADE PSM CONNECT TO PPRESS CONNECT	Upland	0.00%
TERM LIC ACT: MDSF CONTRACT	ePS	0.00%
PRINTSMITHVISION TERM LIC ACT:(PSV ONLY)	ePS	0.00%
ALCHEM-E BASE	Racami	0.00%
ALCHEM-E BASE SUBSCRIPTION	Racami	0.00%

SERVICE CATEGORY Product Description	Product Brand	Discount % off MSRP
RUBIKA BASE SYSTEM BUNDLE.	Solimar	0.00%
STANDBY SPDE BASE SYSTEM (SINGLE PROCES)	Solimar	0.00%
RUBIKA BASE SYSTEM BUNDLE	Solimar	0.00%
KODAK CAPTURE PRO AUTO IMP 1YR SUPPORT	Kodak	7.00%
KODAK CAPTURE PRO AUTO IMP 3YR SUPPORT	Kodak	0.00%
CAPTURE PRO GROUP A-1YR-SUBSCRIP BUNDLE	Kodak	1.50%
CAPTURE PRO NETWORK SERVER-1YR SUBSCRIP	Kodak	0.00%

APPENDIX C
Konica Minolta Business Solutions U.S.A., Inc.
DIR-CPO-5424

BRAND NAME	SERVICE DESCRIPTION	Service Unit	DIR Customer Discount % off MSRP
	SERVICE DETAILS		
Konica Minolta	bizhub 227 Service & Supplies Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub 287 Service & Supplies Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub 301i Service & Supplies Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub 361i Service & Supplies Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub 451i Service & Supplies Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub 551i Service & Supplies Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub 651i Service & Supplies Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub 751i Service & Supplies Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub 850i Service & Supplies Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub 950i Service & Supplies Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	Accurioprint 2100 Service & Supplies Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	Accuriopress 7120 Service & Supplies Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	Accuriopress 7136/7136P Service & Supplies Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	Accuriopress 6272P Service & Supplies Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub C251i Service & Supplies Color Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub C251i Service & Supplies B&W Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub C301i Service & Supplies Color Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub C301i Service & Supplies B&W Cost Per Copy (CPC)	P/copy	0.00%

Konica Minolta	bizhub C361i Service & Supplies Color Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub C361i Service & Supplies B&W Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub C451i Service & Supplies Color Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub C451i Service & Supplies B&W Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub C551i Service & Supplies Color Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub C551i Service & Supplies B&W Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub C651i Service & Supplies Color Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub C651i Service & Supplies B&W Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub C751i Service & Supplies Color Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub C751i Service & Supplies B&W Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	Accurioprint C4065 Service & Supplies Color Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	Accurioprint C4065 Service & Supplies B&W Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	Accuriopress C4070 Service & Supplies Color Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	Accuriopress C4070 Service & Supplies B&W Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	Accuriopress C4080 Service & Supplies Color Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	Accuriopress C4080 Service & Supplies B&W Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	Accuriopress C7090 Service & Supplies Color Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	Accuriopress C7090 Service & Supplies B&W Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	Accuriopress C7100 Service & Supplies Color Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	Accuriopress C7100 Service & Supplies B&W Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	Accuriopress C12010 Service & Supplies Color Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	Accuriopress C12010 Service & Supplies B&W Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	Accuriopress C14010 Service & Supplies Color Cost Per Copy (CPC)	P/copy	0.00%

Konica Minolta	Accuriopress C14010 Service & Supplies B&W Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub 4051i Service & Supplies Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub 4751i Service & Supplies Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub 4701i Service & Supplies Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub 4000i Service & Supplies Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub 4020i Service & Supplies Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub 5000i Service & Supplies Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub 5020i Service & Supplies Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub C3351i Service & Supplies Color Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub C3351i Service & Supplies B&W Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub C4051i Service & Supplies Color Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub C4051i Service & Supplies B&W Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub C3321i Service & Supplies Color Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub C3321i Service & Supplies B&W Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub C3301i Service & Supplies Color Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub C3301i Service & Supplies B&W Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub C4001i Service & Supplies Color Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	bizhub C4001i Service & Supplies B&W Cost Per Copy (CPC)	P/copy	0.00%
Konica Minolta	ECM PROFESSIONAL SERVICES - MILESTONE	P/hour	10.71%
Konica Minolta	ECM PROFESSIONAL SERVICES - T&M	P/hour	10.71%
Konica Minolta	2-YR WRNTY EXTNSN BIZHUB 4750/52/4050/52	Each	0.00%
Konica Minolta	BASIC PROFESSIONAL SERVICES LEVEL 3	Each	0.00%
Konica Minolta	BASIC PROFESSIONAL SERVICES - LEVEL	Each	0.00%
Konica Minolta	BASIC PROFESSIONAL SERVICES - LEVEL 4	Each	0.00%
Konica Minolta	BASIC PROFESSIONAL SERVICES - LEVEL	Each	0.00%
Konica Minolta	PROFESSIONAL SERVICES PROJECT FEE	Each	0.00%

Konica Minolta	BIZHUB SECURE	Each	0.00%
Konica Minolta	NETWORKING FEE	Each	0.00%
Konica Minolta	1 DAY ON SITE ORU TRAINING PER	Each	0.00%
Konica Minolta	KMBIS ECM PRO_SERV: TIME & MATERIALS HR	Each	0.00%
Konica Minolta	KMBIS ECM PRO_SERV: MILESTONE PAYMENTS	Each	0.00%
Konica Minolta	BIZHUB SECURE HEALTHCARE	Each	0.00%
Konica Minolta	KMBIS ECM PRO_SERV: TRAVEL	Each	0.00%
Konica Minolta	KMBS PROFESSIONAL PROJECT SERVICES	Each	0.00%
Konica Minolta	PLOCKMATIC INSTALL & TRAINING - KM	Each	0.00%
Konica Minolta	EXPERT COLOR PRODUCTION TRAINING	Each	0.00%
Konica Minolta	BIZHUB SECURE PLATINUM SMALL MFP	Each	0.00%
Konica Minolta	BIZHUB SECURE PLATINUM	Each	0.00%
Konica Minolta	ACCURIOPRO SECURE	Each	0.00%
Konica Minolta	ACCURIOSHINE 101 INSTALL & TRAINING - KM	Each	0.00%
Konica Minolta	ORU ADVANCED PARTS KIT C12000 C14000	Each	0.00%
Konica Minolta	ORU LITE PARTS KIT C12000 C14000	Each	0.00%
Konica Minolta	ORU PARTS KIT 6136 SERIES ENGINES	Each	0.00%
Konica Minolta	BARCODE SERIAL NUMBER VALIDATION FOR AIT	Each	0.00%
Konica Minolta	REAL TIME VDP FOR AIT SET UP & TRAINING	Each	0.00%
Konica Minolta	ADV IQ-501 IMPLEMENTATION/TRAIN-LEVEL 1	Each	0.00%
Konica Minolta	ADV IQ-501 IMPLEMENTATION/TRAIN-LEVEL 2	Each	0.00%
Konica Minolta	ADV IQ-501 IMPLEMENTATION/TRAIN-LEVEL 3	Each	0.00%
Konica Minolta	ADV TU-510 IMPLEMENTATION/TRAIN-LEVEL 1	Each	0.00%
Konica Minolta	ADV TU-510 IMPLEMENTATION/TRAIN-LEVEL 2	Each	0.00%
Konica Minolta	ADV TU-510 IMPLEMENTATION/TRAIN-LEVEL 3	Each	0.00%
Konica Minolta	PROKOM MEMBERSHIP	Each	0.00%
Konica Minolta	Finisher Model SD-506/SD-513/TU-510 Monthly services	Monthly	0.00%
Konica Minolta	Finisher Model PB-503 Monthly services	Monthly	0.00%

Konica Minolta	Finisher Model Plockmatic bookletmaker, and finishing module Monthly services	Monthly	0.00%
Konica Minolta	Finisher Model Plockmatic RCT Monthly services	Monthly	0.00%
Kodak	I4650 KCK 1 YR EXT WAR ON-SITE NBD 1PM	Each	0.00%
Kodak	I4650 KCK 1 YR EXT WAR ON-SITE 4HR 1PM	Each	0.00%
Kodak	I4650 KCK 2 YR EXT WAR ON-SITE NBD 1PM	Each	0.00%
Kodak	I4650 KCK 3 YR EXT WAR ON-SITE NBD 1PM	Each	0.00%
Kodak	I4650 KCK 5 YR EXT WAR ON-SITE NBD 1PM	Each	0.00%
Kodak	I4650 KCK 2 YR EXT WAR ON-SITE 4HR 1PM	Each	0.00%
Kodak	I4650 KCK 3 YR EXT WAR ON-SITE 4HR 1PM	Each	0.00%
Kodak	I4650 KCK 5 YR EXT WAR ON-SITE 4HR 1PM	Each	0.00%
Kodak	I4850 KCK 1 YR EXT WAR ON-SITE NBD 1PM	Each	0.00%
Kodak	I4850 KCK 2 YR EXT WAR ON-SITE NBD 1PM	Each	0.00%
Kodak	I4850 KCK 3 YR EXT WAR ON-SITE NBD 1PM	Each	0.00%
Kodak	I4850 KCK 5 YR EXT WAR ON-SITE NBD 1PM	Each	0.00%
Kodak	I4850 KCK 1 YR EXT WAR ON-SITE 4HR 1 PM	Each	0.00%
Kodak	I4850 KCK 2 YR EXT WAR ON-SITE 4HR 1PM	Each	0.00%
Kodak	I4850 KCK 3 YR EXT WAR ON-SITE 4HR	Each	0.00%
Kodak	KODAK I4850 KCK 2 YR PW ON-SITE	Each	0.00%
Kodak	KODAK I4850 KCK 3 YR PW ON-SITE	Each	0.00%
Kodak	KODAK I4850 KCK 2 YR PW ON-SITE 4HR	Each	0.00%
Kodak	KODAK I4850 KCK 3 YR PW ON-SITE 4HR	Each	0.00%
Kodak	KODAK I4850 KCK 1 YR PW ON-SITE	Each	0.00%
Kodak	KODAK I4850 KCK 1 YR PW ON-SITE 4HR	Each	0.00%
Kodak	I4600 SP P/R ON-SITE POST WARRANTY	Each	0.00%
Kodak	KODAK I4000SERIES SCANNER ONSITE I&T SVC	Each	0.00%
Kodak	CARE KIT i5600 1 PM 1 YR. WARRANTY	Each	0.00%

Kodak	CARE KIT i5600 1PM 2 YR. WARRANTY	Each	0.00%
Kodak	CARE KIT I56X0 3 YR. 1PM SBD	Each	0.00%
Kodak	CARE KIT i5600 1PM 5 YR. WARRANTY	Each	0.00%
Kodak	CARE KIT i5600 POST WARRANTY RENEWAL	Each	0.00%
Kodak	CARE KIT I58X0 2 YR. O/S SBD	Each	0.00%
Kodak	CARE KIT I58X0 3 YR. ON-SITE	Each	0.00%
Kodak	CARE KIT I58X0 5 YR. ON-SIT	Each	0.00%
Kodak	CARE KIT I52X0 1 YR. 1PM SBD	Each	0.00%
Kodak	CARE KIT I52X0 2 YR. 1PM SBD	Each	0.00%
Kodak	CARE KIT I52X0 3 YR. 1PM SBD	Each	0.00%
Kodak	CARE KIT I52X0 5 YR. 1PM SBD	Each	0.00%
Kodak	CARE KIT I52X0 1PM MA SBD	Each	0.00%
Kodak	KODAK - I5850S KCK 1 YR EXT WAR 4HR 1PM	Each	0.00%
Kodak	KODAK - I5850S KCK 2 YR EXT WAR 4HR 1PM	Each	0.00%
Kodak	KODAK - I5850S KCK 3 YR EXT WAR 4HR 1PM	Each	0.00%
Kodak	KODAK - I5850S KCK 5 YR EXT WAR 4HR 1PM	Each	0.00%
Kodak	KODAK - I5850S KCK 1 YR PW 4HR 1PM	Each	0.00%
Kodak	KODAK - I5850S KCK 2 YR PW 4 HR 1PM	Each	0.00%
Kodak	KODAK - I5850S KCK 3 YR PW 4 HR 1PM	Each	0.00%
Kodak	KODAK I5800 CARE KIT 3 YR PW 4 HR 1PM	Each	0.00%
Kodak	I52X0 KCK 1 YR PW 4 HR 1PM	Each	0.00%
Kodak	I52X0 KCK 3 YR PW 4 HR 1PM.	Each	0.00%
Kodak	I52X0 KCK 3 YR PW 4 HR 1PM	Each	0.00%
Kodak	I5800 KCK 1 YR EXT WAR 4HR 1PM	Each	0.00%
Kodak	I5800 KCK 1 YR PW 4 HR 1PM	Each	0.00%
Kodak	I5800 1YR ON-SITE POST WARRANTY	Each	0.00%
Epson	1YR ESP EXCHGE SVC DS70 DS80W	Each	0.00%
Epson	2YR ESP EXCHGE SVC DS70 DS80W	Each	0.00%
Epson	1YR ESP EXCHGE SVC DS320 DS530II	Each	0.00%
Epson	2YR ESP EXCHGE SVC DS320 DS530II	Each	0.00%
Epson	1YR ESP EXC SVC DS770 DS770 II DS780N	Each	0.00%
Epson	2YR ESP EXC SVC DS770 DS770 II DS780N	Each	0.00%

Epson	1YR ESP EXCHGE SVC DS575W II DS730N	Each	0.00%
Epson	2YR ESP EXCHGE SVC DS575W II DS730N	Each	0.00%
Epson	1YR ESP EXCHGE SVC DS6500 DS870	Each	0.00%
Epson	2YR ESP WHOLE UNIT SVC DS6500 DS870	Each	0.00%
Epson	1YR ESP EXC SVC DS7500 DS50000 DS970	Each	0.00%
Epson	2YR ESP EXC SVC DS7500 DS50000 DS970	Each	0.00%
Epson	1YR ESP EXCHGE SVC DS30000 DS60000	Each	0.00%
Epson	2YR ESP EXCHGE SVC DS30000 DS60000	Each	0.00%
Epson	1YR ESP EXCHGE SVC DS32000 DS70000	Each	0.00%
Epson	2YR ESP EXCHGE SVC DS32000 DS70000	Each	0.00%
Epson	1YR EXT SVC EPSON EXPRESSION 12000XL	Each	0.00%
Duplo	INSTALL & TRNG FOR DUPLO DF850	Each	0.00%
Duplo	ANNUAL SVC FOR DF850	Each	0.00%
Duplo	INSTALL & TRNG FOR DF990A	Each	0.00%
Duplo	ANNUAL SVC FOR DF990A	Each	0.00%
Duplo	INSTALL & TRNG FOR DF999A	Each	0.00%
Duplo	ANNUAL SVC FOR DF999A	Each	0.00%
Duplo	INSTALL & TRNG FOR DUPLO DF99HFKIT	Each	0.00%
Duplo	ANNUAL SVC FOR DUPLO DF99HFKIT	Each	0.00%
Duplo	INSTALL & TRNG FOR ULTRASONIC SENSOR KIT	Each	0.00%
Duplo	ANNUAL SVC FOR ULTRASONIC SENSOR KIT	Each	0.00%
Duplo	INSTALL+TRNG FOR DUPLO DF-1200AIR KIT	Each	0.00%
Duplo	ANNUAL SVC DUPLO DF-1200AIRKIT	Each	0.00%
Duplo	INSTALL+TRNG FOR DUPLO DF-1200	Each	0.00%
Duplo	ANNUAL SVC FOR DUPLO DF-1200	Each	0.00%
Duplo	INSTALL & TRNG FOR DUPLO DF870	Each	0.00%
Duplo	ANNUAL SVC FOR DF870	Each	0.00%
Duplo	INSTALL+TRNG FOR ULTRA 300A	Each	0.00%
Duplo	ANNUAL SVC FOR ULTRA 300A	Each	0.00%
Duplo	INSTALL & TRNG FOR DUPLO DFL-500	Each	0.00%
Duplo	ANNUAL SVC FOR DUPLO DFL-500	Each	0.00%

Duplo	INSTALL & TRNG FOR DSC10/60I COLLATOR	Each	0.00%
Duplo	ANNUAL SVC FOR DUPLO DSC-10/60I COLLATOR	Each	0.00%
Duplo	INSTALL + TRNG FOR DUPLO DBMHSC	Each	0.00%
Duplo	ANNUAL SVC FOR DUPLO DBMHSC	Each	0.00%
Duplo	INSTALL & TRNG FOR DC618	Each	0.00%
Duplo	ANNUAL SVC FOR DC618	Each	0.00%
GBC	SPIRE III 64T INSTALLATION	Each	0.00%
GBC	SPIRE III 64T INSTALL & TRAINING	Each	0.00%
GBC	SPIRE III 44T INSTALLATION	Each	0.00%
GBC	SPIRE III 44T INSTALL & TRAINING	Each	0.00%
GBC	PROTRIM 63 ROTARY TRIMMER SERVICE 1YR	Each	0.00%
GBC	PROCUT 17P INST+TRAIN	Each	0.00%
GBC	PROCUT17P 1 YEAR EMA- ONSITE MAINTENANCE	Each	0.00%
GBC	CX40-59 SHREDDER SERV 1YR	Each	0.00%
GBC	CS39-55 SHREDDER SERV 1YR	Each	0.00%
GBC	CM15-30 SHREDDER SERV 1YR	Each	0.00%
Spiral Binding	INSTALL+TRNG FOR FASTBACK 20	Each	0.00%
Spiral Binding	ANNUAL SVC FOR FASTBACK 20	Each	0.00%
Spiral Binding	INSTALL+TRNG - COMBMAC-24E	Each	0.00%
Spiral Binding	INSTALL+TRNG - WIREMAC WITH ELEC PUNCH	Each	0.00%
Spiral Binding	ANNUAL SVC - COMBMAC-24E	Each	0.00%
Spiral Binding	ANNUAL SVC - WIREMAC WITH ELEC PUNCH	Each	0.00%
Spiral Binding	INSTALL+TRNG - CRB-160 CREASER	Each	0.00%
Spiral Binding	ANNUAL SVC - CRB-160 CREASER	Each	0.00%
Spiral Binding	ANNUAL SVC - STANDARD BQ-P60	Each	0.00%
Spiral Binding	INSTALL+TRNG - STANDARD BQ-P60	Each	0.00%
Spiral Binding	ANNUAL SVC - GBC PB2600	Each	0.00%
Spiral Binding	INSTALL+TRNG - GBC PB2600	Each	0.00%
Spiral Binding	ANNUAL SVC - PB3300	Each	0.00%
Spiral Binding	SVC - STERLING DIGIBINDER BINDING MACH	Each	0.00%
Spiral Binding	I+T - STERLING DIGIBINDER BINDING MACH	Each	0.00%
Spiral Binding	ANNUAL SVC - SYSTEM 3 PRO VELOBIND MACH	Each	0.00%
Spiral Binding	INSTALL+TRNG-SYSTEM 3 PRO VELOBIND MACH	Each	0.00%
Spiral Binding	INSTALL&TRNG - TAMERICA VERSABIND	Each	0.00%

Spiral Binding	ANNUAL SVC - TAMERICA VERSABIND	Each	0.00%
Spiral Binding	INSTALL&TRNG - AKILES FLEXIPUNCH	Each	0.00%
Spiral Binding	ANNUAL SVC - AKILES FLEXIPUNCH	Each	0.00%
Spiral Binding	ANNUAL SVC -SPEEDY-LAM 330R-10 LAMINATOR	Each	0.00%
Spiral Binding	INSTALL & TRNG- 27 IN BOARD LAMINATOR	Each	0.00%
Spiral Binding	ANNUAL SVC- 40 IN POUCH BOARD LAMINATOR	Each	0.00%
Spiral Binding	INSTALL & TRNG- 40 IN BOARD LAMINATOR	Each	0.00%
Spiral Binding	ANNUAL SVC - RSH-1151	Each	0.00%
Spiral Binding	ANNUAL SVC - RET-2501	Each	0.00%
Spiral Binding	INSTALL&TRNG - RET-2501	Each	0.00%
Spiral Binding	SVC-CHALLENGE HYDRAULIC ROUND CORNERING	Each	0.00%
Spiral Binding	I+T-CHALLENGE HYDRAULIC ROUND CORNERING	Each	0.00%
Spiral Binding	ANNUAL SVC - CR-50P	Each	0.00%
Spiral Binding	INSTALL+TRNG - CR-50P	Each	0.00%
Spiral Binding	INSTALL FOR CSTIDY-41 GROMMET PRESS	Each	0.00%
Spiral Binding	SERVICE FOR CSTIDY-41 GROMMET PRESS	Each	0.00%
Spiral Binding	ANNUAL SVC CLAMCO COMBO JR - B	Each	0.00%
Spiral Binding	INSTALL+TRNG CLAMCO COMBO JR - B	Each	0.00%
Spiral Binding	SVC-CLAMCO COMBO JR.-D SHRINK WRAP	Each	0.00%
Spiral Binding	I+T-CLAMCO COMBO JR.-D SHRINK WRAP	Each	0.00%
Spiral Binding	ANNUAL SVC - MODEL 120 W-OUT POWER TA	Each	0.00%
Spiral Binding	INSTALL+TRNG - MODEL 120 W-OUT POWER TA	Each	0.00%
Spiral Binding	ANNUAL SVC - MODEL 120 WITH POWER TA	Each	0.00%
Spiral Binding	INSTALL+TRNG - MODEL 120 WITH POWER TA	Each	0.00%
Spiral Binding	ANNUAL SVC - FMM-3	Each	0.00%
Spiral Binding	INSTALL+TRNG - FMM-3	Each	0.00%
Spiral Binding	ANNUAL SVC - CHALLENGE EH-3C	Each	0.00%
Spiral Binding	INSTALL+TRNG - CHALLENGE EH-3C	Each	0.00%
Spiral Binding	ANNUAL SVC - BAUM D5-ST5	Each	0.00%

Spiral Binding	INSTALL&TRNG - BAUM D5-ST5	Each	0.00%
Spiral Binding	ANNUAL SVC - CHALLENGE TITAN 305TC	Each	0.00%
Spiral Binding	INSTALL+TRNG - CHALLENGE TITAN 305TC	Each	0.00%
Spiral Binding	ANNUAL SVC - MBM AEROCUT NANO	Each	0.00%
Spiral Binding	I&T - MBM AEROCUT NANO	Each	0.00%
Spiral Binding	SERVICE FOR AEROCUT VELOCITY COMPLETE	Each	0.00%
Spiral Binding	INSTALL FOR AEROCUT VELOCITY COMPLETE	Each	0.00%
Spiral Binding	ANNUAL SVC - CHALLENGE IJOG W/O AIR	Each	0.00%
Spiral Binding	INSTALL+TRNG - CHALLENGE IJOG W/O AIR	Each	0.00%
Spiral Binding	ANNUAL SVC - MBM408A FOLDER	Each	0.00%
Spiral Binding	INSTALL+TRNG - MBM 408A FOLDER	Each	0.00%
Spiral Binding	ANNUAL SVC - MBM208J	Each	0.00%
Spiral Binding	INSTALL&TRNG - MBM208J	Each	0.00%
Spiral Binding	ANNUAL SVC - MARTIN YALE 2051	Each	0.00%
Spiral Binding	INSTALL+TRNG - MARTIN YALE 2051	Each	0.00%
Spiral Binding	ANNUAL SVC - MARTIN YALE MARK VII	Each	0.00%
Spiral Binding	INSTALL+TRNG - MARTIN YALE MARK VII	Each	0.00%
Spiral Binding	ANNUAL SVC - PF-P3100	Each	0.00%
Spiral Binding	INSTALL+TRNG - PF-P3100	Each	0.00%
Spiral Binding	ANNUAL SVC-COUNT ACCUCREASER AIR TOUCH	Each	0.00%
Spiral Binding	INSTALL+TRNG-COUNT ACCUCREASER AIR TOUCH	Each	0.00%
Spiral Binding	ANNUAL SVC - CNT EZ CREASER TOUCH	Each	0.00%
Spiral Binding	INSTALL&TRNG - CNT EZ CREASER TOUCH	Each	0.00%
Spiral Binding	ANNUAL SVC - COUNT ICREASE PRO	Each	0.00%
Spiral Binding	INSTALL&TRNG - COUNT ICREASE PRO	Each	0.00%
Spiral Binding	ANNUAL SVC - FC114	Each	0.00%
Spiral Binding	INSTALL&TRNG - FC114	Each	0.00%
Spiral Binding	ANNUAL SVC - FC114 AIR	Each	0.00%
Spiral Binding	INSTALL&TRNG - FC114 AIR	Each	0.00%
Spiral Binding	ANNUAL SVC - ROSBACK MODEL 248	Each	0.00%
Spiral Binding	INSTALL+TRNG - ROSBACK MODEL 248	Each	0.00%

Spiral Binding	ANNUAL SVC - MBM STITCHFOLD.	Each	0.00%
Spiral Binding	INSTALL+TRNG - MBM STITCHFOLD	Each	0.00%
Spiral Binding	ANNUAL SVC - MBM STITCHFOLD	Each	0.00%
Spiral Binding	ANNUAL SVC - MBM SPRINT 3000	Each	0.00%
Spiral Binding	INSTALL+TRNG - MBM SPRINT 3000	Each	0.00%
Spiral Binding	ANNUAL SVC - MBM SPRINT 5000	Each	0.00%
Spiral Binding	INSTALL+TRNG - MBM SPRINT 5000	Each	0.00%
Spiral Binding	ANNUAL SVC - DELUXE M19-AST 9/16IN	Each	0.00%
Spiral Binding	INSTALL+TRNG - DELUXE M19-AST 9/16IN	Each	0.00%
Spiral Binding	ANNUAL SVC - DELUXE SM-A25	Each	0.00%
Spiral Binding	INSTALL+TRNG - DELUXE SM-A25	Each	0.00%
Spiral Binding	ANNUAL SVC - INTIMUS 120CC3	Each	0.00%
Spiral Binding	INSTALL+TRNG - INTIMUS 120CC3	Each	0.00%
Spiral Binding	ANNUAL SVC - INTIMUS 175CC3	Each	0.00%
Spiral Binding	INSTALL+TRNG - INTIMUS 175CC3	Each	0.00%
Spiral Binding	ANNUAL SVC - PAITEC IM9100	Each	0.00%
Spiral Binding	ANNUAL SVC - PAITEC IM8100	Each	0.00%
Spiral Binding	INSTALL+TRNG - PAITEC IM8100	Each	0.00%
Spiral Binding	ANNUAL SVC - PAITEC IM4500	Each	0.00%
Spiral Binding	SVC-IJETCOLOR 4.0 PRESS PERFORMANCE	Each	0.00%
Spiral Binding	I+T-IJETCOLOR 4.0 PRESS PERFORMANCE	Each	0.00%
Spiral Binding	INSTALL+TRNG IJETCOLOR NXT	Each	0.00%
Spiral Binding	ANNUAL SVC IJETCOLOR NXT	Each	0.00%
Spiral Binding	BOURG SHEET FEEDER BSF 26IN INSTL+TRNG	Each	0.00%
Spiral Binding	MBM 5560 VR ANNUAL SERVICE	Each	0.00%
Spiral Binding	MBM 5560 VR INSTALLATION	Each	0.00%
Spiral Binding	EXTRA WEEK OF ON SITE TRAINING BY BOURG	Each	0.00%
Spiral Binding	CUSTOMER TRAINING AT BOURG FACILITY	Each	0.00%
TEC Lighting	TEC LTG INSTALL TRAINING AUTHORIZE TECH	Each	0.00%
TEC Lighting	TEC LTG INSTALL TRAINING AUTHORIZED TECH	Each	0.00%
Graphic Whizard	9 MONTHS OPT ADD'L SERVICE PT8336SCC	Each	0.00%
Graphic Whizard	9 MONTHS OPT ADDITIONAL SERVICE 331SCC	Each	0.00%
Graphic Whizard	9 MONTHS OPT ADDL SERVICE PT 331SCC AIR	Each	0.00%
Graphic Whizard	9 MONTHS OPT ADDITIONAL SERVICE PT33SC	Each	0.00%

Plockmatic	INSTALL & TRAIN - DIGIFOLD PRO XL	Each	0.00%
Plockmatic	ANNUAL MAINT - DIGIFOLD PRO XL	Each	0.00%
Plockmatic	INSTALL & TRAIN - MOBILE MINI STACKER	Each	0.00%
Plockmatic	ANNUAL MAINT - MOBILE MINI STACKER	Each	0.00%
Plockmatic	INSTALL & TRAIN - DIGIBOOK 300 XLPRO PUR	Each	0.00%
Plockmatic	ANNUAL MAINT - DIGIBOOK 300 XLPRO PUR	Each	0.00%
Plockmatic	INSTALL & TRAIN - VXF VACUUM FEEDER	Each	0.00%
Plockmatic	ANNUAL MAINT - VXF VACUUM FEEDER	Each	0.00%
Plockmatic	INSTALL & TRAIN - MORGANA (SFT)	Each	0.00%
Plockmatic	ANNUAL MAINT - MORGANA (SFT)	Each	0.00%
Plockmatic	INSTALL & TRAINING - BM4035 BOOKLET MAKR	Each	0.00%
Plockmatic	ANNUAL MAINT - BM4035 BOOKLET MAKER	Each	0.00%
Plockmatic	INSTALL & TRAIN - WASTE TRANS FM5000	Each	0.00%
Plockmatic	ANNUAL MAINT - WASTE TRANS FM5000	Each	0.00%
Plockmatic	INSTALL&TRAIN-PSQ160 BOOKLETMKR-HANDFED	Each	0.00%
Plockmatic	ANNUAL MAINT - PSQ160 BOOKLETMKR-HANDFED	Each	0.00%
Plockmatic	PSQ160 INSTALL & TRAINING - KM	Each	0.00%
Quadient	ONSITE SUPPORT/TRAINING ASSISTANCE 3	Each	0.00%
Quadient	ONSITE SUPPORT/TRAINING ASSISTANCE 4	Each	0.00%
Quadient	ONSITE SUPPORT/TRAINING ASSISTANCE 5	Each	0.00%
Quadient	ONSITE SUPPORT/TRAINING ASSISTANCE 7	Each	0.00%
Quadient	ANNUAL END USER SUPPORT CONTRACT	Each	0.00%
Quadient	QUANDEINT GENERIC MAINT PER QUOTE UNITS	Each	0.00%
Quadient	QUADIENT FREIGHT PER QUOTE UNIT	Each	0.00%
Quadient	QUADIENT INSTALLATION PER QUOTE UNIIT	Each	0.00%

Quadient	QUADIENT ANN METER RENTAL PER QUOTE UNIT	Each	0.00%
Quadient	QUADIENT TRAINING PER QUOTE UNIT	Each	0.00%
Quadient	QUADIENT PROFESSIONAL SERVICES PR QUOTE	Each	0.00%
Quadient	QUADIENT CLOUD SUB MULTI-CARRIERSHIPPING	Each	0.00%
Quadient	QUADIENT DEPOT REPAIR FOR ITEMS	Each	0.00%
Quadient	QUADIENT ANN CLOUD SUB PER QUOTE(1 YEAR)	Each	0.00%
Quadient	QUADIENT ANN SOFTWARE SUPPORT PR QUOTE	Each	0.00%
Quadient	TRAINING PACKAGE A	Each	0.00%
Quadient	(DISTRICT ONLY) 4HRS TRAINING (IX/IM/IN	Each	0.00%
Quadient	(DISTRICT ONLY) 6HRS TRAINING (IX/IM/IN	Each	0.00%
Quadient	(DISTRICT ONLY) 8HRS TRAINING (IX/IM/IN	Each	0.00%
Quadient	AFTER INSTALL SW SUPPORT. BULKMAILER	Each	0.00%
Quadient	ONSITE SUPPORT/TRAINING ASSISTANCE 3.	Each	0.00%
Quadient	ONSITE SUPPORT/TRAINING ASSISTANCE 4.	Each	0.00%
Quadient	ONSITE SUPPORT/TRAINING ASSISTANCE 5.	Each	0.00%
Quadient	ONSITE SUPPORT/TRAINING ASSISTANCE 7.	Each	0.00%
SDD	INSTALL/TRAIN FOR SDD TRIMMER/SQ FOLDER	Each	0.00%
SDD	ANNUAL SVC FOR SDD TRIMMER/SQ FOLDER	Each	0.00%
Kodak	2YR ESP EXCHGE SVC DS575W II DS730N.	Each	0.00%
Kodak	1YR ESP EXCHGE SVC DS6500 DS870.	Each	0.00%
Kodak	2YR ESP WHOLE UNIT SVC DS6500 DS870.	Each	0.00%
Kodak	1YR ESP EXC SVC DS7500 DS50000 DS970.	Each	0.00%
Kodak	2YR ESP EXC SVC DS7500 DS50000 DS970.	Each	0.00%
Kodak	1YR ESP EXCHGE SVC DS30000 DS60000.	Each	0.00%

Kodak	2YR ESP EXCHGE SVC DS30000 DS60000.	Each	0.00%
Kodak	1YR ESP EXCHGE SVC DS32000 DS70000.	Each	0.00%
Kodak	2YR ESP EXCHGE SVC DS32000 DS70000.	Each	0.00%
Konica Minolta	KM PRO SERVICES ADVANCED AUTH MGR TIER 1	Each	0.00%
Konica Minolta	KM PRO SERVICES ADVANCED AUTH MGR TIER 2	Each	0.00%
Konica Minolta	KM PRO SERVICES ADVANCED AUTH MGR TIER 3	Each	0.00%
Konica Minolta	ACCURIOPRO CLOUD EYE PROFESS SERVS-1DAY	Each	0.00%
Konica Minolta	AP DASHBOARD INTSTALL-TRAINING BY KMBS	Each	0.00%
Konica Minolta	AP DASHBOARD PROFESSIONAL SERVICES	Each	0.00%
Konica Minolta	BASIC INSTALLATION AND TRAINING BY KMBS	Each	0.00%
Konica Minolta	ADVANCED TRAINING BY KMBS	Each	0.00%
Konica Minolta	VIDEO TRAINING	Each	10.00%
Konica Minolta	WEBINAR TRAINING	Each	10.00%
Konica Minolta	FIRST VDP JOB SETUP TRAINING	Each	10.00%
Konica Minolta	SEC CONSULTATION SERVICES FOR DP	Each	0.00%
Konica Minolta	KM PRO SERVICES OFFICE SOLUTIONS TIER 1	Each	0.00%
Konica Minolta	CPS SUPPORT&MNTCONTRACTCPS V4.0ADDL YR	Each	0.00%
Konica Minolta	AAM MODULE MAINTENANCE LICENSE STANDARD	Each	0.00%
Dispatcher	PARAGON CLD 2 DEVICE ADDON TECH PROC FEE	Each	0.00%
Dispatcher	PARAGON CLD 2 DEVICE RENEW TECH PROC FEE	Each	0.00%
Dispatcher	PARAGON CLD 2 DEV INITIAL TECH PROC FEE	Each	0.00%
Dispatcher	PARAGON CLOUD 2 TECH CONSULT DAILY FEE	Each	0.00%
Dispatcher	PARAGON CLOUD 2 TECH CONSULT HOURLY FEE	Each	0.00%
Dispatcher	PARAGON CLOUD 2 DESIGN ARCH DAY SERVFEE	Each	0.00%
Konica Minolta	KM PRO SERVICES DISPATCHER PRGN TIER 1	Each	0.00%

Konica Minolta	KM PRO SERVICES DISPATCHER PRGN TIER 2	Each	0.00%
Konica Minolta	KM PRO SERVICES DISPATCHER PRGN TIER 3	Each	0.00%
Dispatcher	TECHNICAL CONSULTANT DAILY FEE	Each	30.00%
Dispatcher	TECHNICAL CONSULTANT HOURLY FEE	Each	30.00%
Dispatcher	KM PRO SERVICES DISPATCHER PHNX TIER 1	Each	0.00%
Dispatcher	KM PRO SERVICES DISPATCHER PHNX TIER 2	Each	0.00%
Dispatcher	KM PRO SERVICES DISPATCHER PHNX TIER 3	Each	0.00%
Konica Minolta	FILEASSIST DEVICE SETUP BY KMBS	Each	0.00%
Konica Minolta	FILEASSIST CONFIG/TRAINING SVCS BY KMBS	Each	0.00%
Konica Minolta	FILEASSIST PROF SVCS: AFTER HRS (PER HR)	p/hour	0.00%
Konica Minolta	FILEASSIST PROF SVCS: ON-SITE (PER HR)	p/hour	0.00%
Konica Minolta	FILEASSIST DATA TRANSFER SVCS (PER HR)	p/hour	0.00%
Konica Minolta	ASSESSMENT (OPT A - US)	Each	0.00%
Konica Minolta	LVL1 AUTO ASSESSMENT/DEVICE (OPT B GLOB)	Each	0.00%
Konica Minolta	LVL2 ASSESSMENT (BASE COST)	Each	0.00%
Konica Minolta	LEVEL 2 DEVICE MAPPING (PER DEVICE)	Each	0.00%
Konica Minolta	LEVEL 3 ASSESSMENT (BASE COST)	Each	0.00%
Konica Minolta	LEVEL 3 WORKFLOW INTERVIEW (PER PER/DEP)	Each	0.00%
Konica Minolta	WORKFLOW/PROCESS DISCOVERY (PER HOUR)	p/hour	0.00%
Konica Minolta	SOLUTIONS DEVELOPMENT (PER HOUR)	p/hour	0.00%
Konica Minolta	TESTING/SOW (PER HOUR)	p/hour	0.00%
Konica Minolta	GLOBAL SCOPE PROJECT MGMT (PER DAY)	p/day	0.00%
Konica Minolta	REGIONAL SCOPE PROJECT MGMT (PER DAY)	p/day	0.00%
Konica Minolta	LOCAL SCOPE PROJECT MGMT (PER DAY)	p/day	0.00%
Konica Minolta	REG/LOCAL PROJECT COORDINATION (PER DAY)	p/day	0.00%
Konica Minolta	PROJECT MGMT SERVICES (PER HOUR)	p/hour	0.00%

Konica Minolta	BUSINESS/TECHNICAL CONSULTATION	Each	0.00%
Konica Minolta	GLOBAL INSTALLATION SERVICES (PER DAY)	p/day	0.00%
Konica Minolta	GLOBAL APPLICATIONS SOFTWARE (PER DAY)	p/day	0.00%
Konica Minolta	SOLUTION DOCUMENTATION (PER DAY)	p/day	0.00%
Konica Minolta	LOCAL INSTALLATION (PER HOUR)	p/hour	0.00%
Konica Minolta	ONSITE MFP INTEGRATION (PER HOUR)	p/hour	0.00%
Konica Minolta	END USER TRAINING (PER HOUR)	p/hour	0.00%
Konica Minolta	IT ADMINISTRATOR TRAINING (PER DAY)	p/day	0.00%
Konica Minolta	TRAINING CLIENT SERVICE DESK	Each	0.00%
Konica Minolta	END USER iTRAINING CUSTOMIZATION	Each	0.00%
Konica Minolta	ONSITE HDD DATA ERASURE (PER DEVICE)	Each	0.00%
Konica Minolta	CHANGE MGMT (PER HOUR AND MATERIAL FEE)	p/hour	0.00%
Konica Minolta	KM PRO SERVICES CONTROLSUITE TIER 3	Each	0.00%
Kofax	KOFAX FIXED FEE MILESTONE	Each	0.00%
Kofax	KOFAX EXPENSES	Each	0.00%
Kofax	AUTOSTORE PREMIER SUPPORT	Each	0.00%
Kofax	COPITRAK PROFESSIONAL SERVICES	Each	0.00%
Kofax	ANNUAL LICENSE AND/OR HW SUPPORT	Each	0.00%
Kofax	INSTALLATION	Each	0.00%
Konica Minolta	FIERY JOBFLOW ANNUAL MAINTENANCE	Each	24.00%
Konica Minolta	FIERY JOBMASTER ANNUAL MAINTENANCE	Each	24.00%
Konica Minolta	FIERY JOBMASTER-IMPOSE ANNUAL MAINT	Each	24.00%
Konica Minolta	ORU PARTS KIT (C4080/C4070)	Each	0.00%
Konica Minolta	ORU PARTS KIT (C7100/C7090)	Each	0.00%
Kodak	KODAK E1030 1YR NBD AUR PW	Each	0.00%
Kodak	KODAK E1030 5YR NBD AUR EW	Each	0.00%
Kodak	KODAK E1040 1YR NBD AUR EW	Each	0.00%
Kodak	KODAK E1040 5YR NBD AUR EW	Each	0.00%
Kodak	KODAK I4650 KCK 1 YR PW ON-SITE 4HR 1PM	Each	0.00%
Kodak	KODAK I4250 KCK 1 YR PW ON-SITE NBD 1PM	Each	0.00%

Kodak	KODAK I4250 KCK 2 YR PW ON-SITE 4HR 1PM	Each	0.00%
Kodak	KODAK I4250 KCK 2 YR PW ON-SITE NBD 1PM	Each	0.00%
Kodak	CARE KIT I4250 NBD 5YR.	Each	0.00%
Kodak	CARE KIT I4250 NBD 2YR.	Each	0.00%
Kodak	KODAK I4250 KCK 3 YR PW ON-SITE NBD 1PM	Each	0.00%
Kodak	CARE KIT I4250 SBD 1YR	Each	0.00%
Kodak	KODAK I4250 KCK 1 YR PW ON-SITE 4HR 1PM	Each	0.00%
Kodak	CARE KIT I4250 SBD 2YR.	Each	0.00%
Kodak	KODAK I4250 KCK 3 YR PW ON-SITE 4HR 1PM	Each	0.00%
Kodak	CARE KIT I4250 SBD 3YR	Each	0.00%
Kodak	CARE KIT I4250 SBD 5YR	Each	0.00%
Kodak	CARE KIT I4250 NBD 1YR.	Each	0.00%
Kodak	CARE KIT I4250 NBD 3YR.	Each	0.00%
Kodak	CARE KIT I52X0 1 YR. 1PM SBD	Each	0.00%
Kodak	CARE KIT I52X0 2 YR. 1PM SBD	Each	0.00%
Kodak	CARE KIT I52X0 3 YR. 1PM SBD	Each	0.00%
Kodak	CARE KIT I52X0 5 YR. 1PM SBD	Each	0.00%
Kodak	KODAK - S2060W/S2080W 1YR NBD PW AUR KCK	Each	0.00%
Kodak	KODAK - ALARIS S2050/S2070 1YR NBD PW KC	Each	0.00%
Kodak	**KODAK S2060W/S2080W 2YR NBD PW AUR KCK	Each	0.00%
Kodak	**KODAK CARE KIT S2050/S2070 2YR MA	Each	0.00%
Kodak	KODAK S2085 1YR PW NBD AUR KCK	Each	0.00%
Kodak	S2085 1YR PW ONSIT NBD 1PM ESSENTIAL KCK	Each	0.00%
Kodak	S2085 3YR EW ONSTE NBD 1PM ESSENTIAL KCK	Each	0.00%
Kodak	KODAK S2085 5YR PW OS NBD 1PM ESS KCK	Each	0.00%
Kodak	KODAK S2085F SCANNER- 85PPM	Each	0.00%
Kodak	POST WARRANTY RN: CARE KIT I1400/I1400	Each	0.00%
Plockmatic	KIT PSQ160 1ST LINE SUPPORT	Each	0.00%
Plockmatic	KIT PSQ224 1ST LINE SUPPORT	Each	0.00%
Plockmatic	KIT P2T 1ST LINE SUPPORT	Each	0.00%
GBC	GBC:CI12 1 YEAR EMA - ONSITE MAINTENANCE	Each	0.00%
Konica Minolta	MAINT REACTIVATE - CORP. ANN. W/ 5 MFPs	Each	0.00%

Konica Minolta	1 YR MAINT - CORP ANNOUNCE W/ 5 MFP LIC.	Each	0.00%
Konica Minolta	3 YR MAINT - CORP ANNOUNCE W/ 5 MFP LIC.	Each	0.00%
Konica Minolta	5 YR MAINT - CORP ANNOUNCE W/ 5 MFP LIC.	Each	0.00%
Konica Minolta	MAINT REACTIVATE - CORP. ANN. W/ 1 MFP	Each	0.00%
Konica Minolta	1 YR SW MAINT. CORP. ANNOUNCE 1 MFP LIC.	Each	0.00%
Konica Minolta	3 YR SW MAINT. CORP. ANNOUNCE 1 MFP LIC.	Each	0.00%
Konica Minolta	5 YR SW MAINT. CORP. ANNOUNCE 1 MFP LIC.	Each	0.00%
Dispatcher	DP (1-9 ACTIVE INPUTS) 1 YR MAINT	Each	0.00%
Dispatcher	DP (1-9 ACTIVE INPUTS) 3 YR MAINT	Each	0.00%
Dispatcher	DP (1-9 ACTIVE INPUTS) 5 YR MAINT	Each	0.00%
Dispatcher	DP (10-49 ACTIVE INPUTS) 1 YR MAINT	Each	0.00%
Dispatcher	DP (10-49 ACTIVE INPUTS) 3 YR MAINT	Each	0.00%
Dispatcher	DP (10-49 ACTIVE INPUTS) 5 YR MAINT	Each	0.00%
Dispatcher	DP (50-199 ACTIVE INPUTS) 1 YR MAINT	Each	0.00%
Dispatcher	DP (50-199 ACTIVE INPUTS) 3 YR MAINT	Each	0.00%
Dispatcher	DP (50-199 ACTIVE INPUTS) 5 YR MAINT	Each	0.00%
Dispatcher	DP (200+ ACTIVE INPUTS) 1 YR MAINT	Each	0.00%
Dispatcher	DP (200+ ACTIVE INPUTS) 3 YR MAINT	Each	0.00%
Dispatcher	DP (200+ ACTIVE INPUTS) 5 YR MAINT	Each	0.00%
Dispatcher	DP RELEASE2ME 1 DEVICE (1 YR) SW MAINT	Each	0.00%
Dispatcher	DP RELEASE2ME 3 DEVICE (1 YR) SW MAINT	Each	0.00%
Dispatcher	DP RELEASE2ME 5 DEVICE (1 YR) SW MAINT	Each	0.00%
Dispatcher	DP RELEASE2ME 10 DEVICE (1 YR) SW MAINT	Each	0.00%
Dispatcher	DP RELEASE2ME 25 DEVICE (1 YR) SW MAINT	Each	0.00%
Dispatcher	DP RELEASE2ME 50 DEVICE (1 YR) SW MAINT	Each	0.00%

Dispatcher	DP RELEASE2ME 100 DEVICE (1 YR) SW MAINT	Each	0.00%
Dispatcher	DP RELEASE2ME 500 DEVICE (1 YR) SW MAINT	Each	0.00%
Dispatcher	DP RX SHIELD SW MAINT 1 YR.	Each	0.00%
Dispatcher	DP BUBBLE GRADER SW MAINTENANCE (1 YR)	Each	0.00%
Dispatcher	DP MOBILE 10 USER LIC. SW MAINT (1 YR)	Each	0.00%
Dispatcher	DP MOBILE 25 USER LIC. SW MAINT (1 YR)	Each	0.00%
Dispatcher	DP MOBILE 50 USER LIC. SW MAINT (1 YR)	Each	0.00%
Dispatcher	DP MOBILE 100 USER LIC. SW MAINT (1 YR)	Each	0.00%
Dispatcher	DP MOBILE 250 USER LIC. SW MAINT (1 YR)	Each	0.00%
Dispatcher	DP MOBILE 500 USER LIC. SW MAINT (1 YR)	Each	0.00%
Dispatcher	OFFLOAD MFP CONNECTIVITY SW MAINT. 1 YR.	Each	0.00%
Dispatcher	OFFLOAD MFP CONNECTIVITY SW MAINT. 3 YR.	Each	0.00%
Dispatcher	OFFLOAD MFP CONNECTIVITY SW MAINT. 5 YR.	Each	0.00%
Dispatcher	OFFLOAD MFP CONNECTIVITY 1 YR GOLD SLA	Each	0.00%
Dispatcher	DP (1-9 ACTIVE INPUTS) 1 YR GOLD SLA	Each	0.00%
Dispatcher	DP (10-49 ACTIVE INPUTS) 1 YR GOLD SLA	Each	0.00%
Dispatcher	DP (50-199 ACTIVE INPUTS) 1 YR GOLD SLA	Each	0.00%
Dispatcher	DP (200+ ACTIVE INPUTS) 1 YR GOLD SLA	Each	0.00%
Dispatcher	DP OFFICE PACKAGE 1 YR GOLD SLA	Each	0.00%
Dispatcher	DP LEGAL PACKAGE 1 YR GOLD SLA	Each	0.00%
Dispatcher	DP GOVERNMENT PACKAGE 1 YR GOLD SLA	Each	0.00%
Dispatcher	DP HEALTHCARE PACKAGE 1 YR GOLD SLA	Each	0.00%
Dispatcher	DP EDUCATION PACKAGE 1 YR GOLD SLA	Each	0.00%
Dispatcher	DP FINANCE PACKAGE 1 YR GOLD SLA	Each	0.00%
Dispatcher	DP ECM PACKAGE 1 YR GOLD SLA	Each	0.00%

Konica Minolta	1 YR MAINT - CORP ANNOUNCE 5 MFPADD-ON	Each	0.00%
Konica Minolta	1 YR MAINT - CORP ANNOUNCE 25 MFPADD-ON	Each	0.00%
Konica Minolta	1 YR MAINT - CORP ANNOUNCE 50 MFPADD-ON	Each	0.00%
Konica Minolta	1 YR MAINT - CORP ANNOUNCE 100 MFPADD-ON	Each	0.00%
Konica Minolta	1 YR MAINT - CORP ANNOUNCE 500 MFPADD-ON	Each	0.00%
Konica Minolta	1 YR MAINT -CORP ANNOUNCE 1000 MFPADD-ON	Each	0.00%
Konica Minolta	3YR MAINT - CORP ANNOUNCE 5 MFPADD-ON	Each	0.00%
Konica Minolta	3YR MAINT - CORP ANNOUNCE 25 MFPADD-ON	Each	0.00%
Konica Minolta	3YR MAINT - CORP ANNOUNCE 50 MFPADD-ON	Each	0.00%
Konica Minolta	3YR MAINT - CORP ANNOUNCE 100 MFPADD-ON	Each	0.00%
Konica Minolta	3YR MAINT - CORP ANNOUNCE 500 MFPADD-ON	Each	0.00%
Konica Minolta	3YR MAINT - CORP ANNOUNCE 1000 MFPADD-ON	Each	0.00%
Konica Minolta	5YR MAINT - CORP ANNOUNCE 5 MFPADD-ON	Each	0.00%
Konica Minolta	5YR MAINT - CORP ANNOUNCE 25 MFPADD-ON	Each	0.00%
Konica Minolta	5YR MAINT - CORP ANNOUNCE 50 MFPADD-ON	Each	0.00%
Konica Minolta	5YR MAINT - CORP ANNOUNCE 100 MFPADD-ON	Each	0.00%
Konica Minolta	5YR MAINT - CORP ANNOUNCE 500 MFPADD-ON	Each	0.00%
Konica Minolta	5YR MAINT CORP ANNOUNCE 1000 MFPADD-ON	Each	0.00%
Dispatcher	DP RELEASE2ME (1-49 DEVICES) 1 YR MAINT	Each	0.00%
Dispatcher	DP RELEASE2ME (50+ DEVICES) 1 YR MAINT	Each	0.00%
Dispatcher	DP RELEASE2ME+ MAINT REACTIVATION KEY	Each	0.00%
Dispatcher	DP SCANTRIP (1-49 DEVICES) 1 YR MAINT	Each	0.00%
Dispatcher	DP SCANTRIP (50+ DEVICES) 1 YR MAINT	Each	0.00%

Dispatcher	DP SCANTRIP MAINTENANCE REACTIVATION KEY	Each	0.00%
Dispatcher	1YR MAINT. FOR SCANTRIP (1-49) UPGRADE	Each	0.00%
Dispatcher	1YR GOLD SLA FOR SCANTRIP (1-49) UPGRADE	Each	0.00%
Dispatcher	SCANTRIP (50+) UPGRADE TO DP	Each	0.00%
Dispatcher	1YR MAINT. FOR SCANTRIP (50+) UPGRADE	Each	0.00%
Dispatcher	1YR GOLD SLA FOR SCANTRIP (50+) UPGRADE	Each	0.00%
Dispatcher	DP SW SM (W/PARAGON) 1-9 1Y SILVER SLA	Each	0.00%
Dispatcher	DP SW SM (W/PARAGON) 10-49 1Y SILVER SLA	Each	0.00%
Dispatcher	DP SW SM (W/PARAGON) 50-199 1Y SILVERSLA	Each	0.00%
Dispatcher	DP SW SM (W/PARAGON) 200-3999 1Y SLVRSLA	Each	0.00%
Dispatcher	DP SW SM (W/PARAGON) 4000+ 1Y SILVER SLA	Each	0.00%
Dispatcher	DP SW SM (W/PARAGON) OFC PKG 1Y SLVR SLA	Each	0.00%
Dispatcher	DP OFFICE PKG (W/ PAR.) 1 YR GOLD SLA	Each	0.00%
Dispatcher	DP SW SM (W/PARAGON) 1-49 1Y GOLD SLA	Each	0.00%
Dispatcher	DP SW SM (W/PARAGON) 10-49 1Y GOLD SLA	Each	0.00%
Dispatcher	DP SW SM (W/PARAGON) 50-199 1Y GOLD SLA	Each	0.00%
Dispatcher	DP SW SM (W/PARAGON) 50+ 1Y GOLD SLA	Each	0.00%
Dispatcher	DP SW SM (W/PARAGON) 4000+ 1Y GOLD SLA	Each	0.00%
Dispatcher	DP MAINTENANCE REACTIVATION (W/PARAGON)	Each	0.00%
Dispatcher	OFFLOAD MFP CONNECTIVITY W/ MNT 1 MONTH	Each	0.00%
Dispatcher	OFFLOAD WEB CONNECTIVITY W/ MNT 1 MONTH	Each	0.00%
Dispatcher	OFFLOAD MOBILE CONNECT W/ MAINT 1 MONTH	Each	0.00%
Dispatcher	OFFLOAD WF PROCESS (BASIC) W/ MNT 1 MO	Each	0.00%
Dispatcher	OFFLOAD WF PROCESS (ADV) W/ MNT 1 MONTH	Each	0.00%

Dispatcher	OFFLOAD MFP CONNECTIVITY GOLD SLA 1 MO	Each	0.00%
Dispatcher	OFFLOAD WEB CONNECTIVITY GOLD SLA 1 MO	Each	0.00%
Dispatcher	OFFLOAD MOBILE CONNECT GOLD SLA 1 MO	Each	0.00%
Dispatcher	OFFLOAD WF PROCESS (BASIC) GOLD SLA 1 MO	Each	0.00%
Dispatcher	OFFLOAD WF PROCESS (ADV) GOLD SLA 1 MO	Each	0.00%
Dispatcher	DP ENTERPRISE LIC W/ MAINT 1 MONTH	Each	0.00%
Dispatcher	DP ENTERPRISE LICENSE GOLD SLA 1 MO	Each	0.00%
Konica Minolta	ENFOCUS SWITCH COMPLETE PKG 1Y SUP/UPG	Each	0.00%
Konica Minolta	ENFOCUS SWITCH COMP PKG ANN SUP/ MAINT	Each	0.00%
Konica Minolta	APVDP CONFIGURATOR-1 YEAR SUP/UPG	Each	0.00%
Konica Minolta	APVDP CONFIGURATOR ANNUAL SUP/MAINT	Each	0.00%
Konica Minolta	ENFOCUS SWITCH METADATA MOD-1Y SUP/UPG	Each	0.00%
Konica Minolta	ENFOCUS SWITCH METADATA MOD ANNSUP/MAINT	Each	0.00%
Kofax	ACCUROUTE INTEGRATION	Each	0.00%
Kofax	ETHERNET CARD READER - MULTI-CARD 1YR MS	Each	3.00%
Kofax	ETHERNET CARD READER - MULTI-CARD 2YR MS	Each	3.00%
Kofax	ETHERNET CARD READER - MULTI-CARD 3YR MS	Each	3.00%
Kofax	ETHERNET CARD READER - MULTI-CARD 4YR MS	Each	3.00%
Kofax	ETHERNET CARD READER - MULTI-CARD 5YR MS	Each	3.00%
Kofax	ETHERNET CARD RDR - ICLASS LEGIC 1YR MS	Each	3.00%
Kofax	ETHERNET CARD RDR - ICLASS LEGIC 2YR MS	Each	3.00%
Kofax	ETHERNET CARD RDR - ICLASS LEGIC 3YR MS	Each	3.00%
Kofax	ETHERNET CARD RDR - ICLASS LEGIC 4YR MS	Each	3.00%
Kofax	ETHERNET CARD RDR - ICLASS LEGIC 5YR MS	Each	3.00%

Kofax	ETH CRD RDR-MLTI ICLASS LEGIC 1Y PRT SUP	Each	3.00%
Kofax	ETH CRD RDR-MLTI ICLASS LEGIC 2Y PRT SUP	Each	3.00%
Kofax	ETH CRD RDR-MLTI ICLASS LEGIC 3Y PRT SUP	Each	3.00%
Kofax	ETH CRD RDR-MLTI ICLASS LEGIC 4Y PRT SUP	Each	3.00%
Kofax	ETH CRD RDR-MLTI ICLASS LEGIC 5Y PRT SUP	Each	3.00%
Kofax	CONTENT CONTROL & SYSTEMS ASSESSMENT	Each	0.00%
Kofax	KOFAX CONSULTANT - MFDP	Each	0.00%
Kofax	OUTPUT MANAGER PREMIER SUPPORT	Each	0.00%
Kofax	KOFAX RECONFIGURATION FEE	Each	0.00%
Kofax	OUTPUT MANAGER M&S RENEWAL	Each	10.00%
Kofax	KOFAX AS OM SUPPORT REINSTATEMENT FEE	Each	10.00%
Kofax	PPDF5 ADV VOL LEV A 1Y INITIAL MS	Each	0.00%
Kofax	PPDF5 ADV VOL LEV B 1Y INITIAL MS	Each	0.00%
Kofax	PPDF5 ADV VOL LEV C 1Y INITIAL MS	Each	0.00%
Kofax	PPDF5 ADV VOL LEV D 1Y INITIAL MS	Each	0.00%
Kofax	PPDF5 ADV VOL LEV E 1Y INITIAL MS	Each	0.00%
Kofax	PPDF5 ADV VOL LEV F 1Y INITIAL MS	Each	0.00%
Kofax	PPDF5 ADV VOL LEV G 1Y INITIAL MS	Each	0.00%
Kofax	PPDF5 ADV VOL LEV H 1Y INITIAL MS	Each	0.00%
Kofax	PPDF5 ADV VOL LEV I 1Y INITIAL MS	Each	0.00%
Kofax	PPDF5 ADV VOL LEV J 1Y INITIAL MS	Each	0.00%
MPI	5YRMaint BS LPD AND SCS 2 PRTRS (55PPM)	Each	0.00%
MPI	MPI TECH - PROFESSIONAL SERVICES	Each	0.00%
MPI	ANN MAINT BL SVR IPDS 1 PTR (55 PPM)	Each	0.00%
MPI	ANN MAINT BLUE SER-7.0 IPDS 1 PT(105PPM)	Each	0.00%
MPI	ANN MAINT PDF TO 50 000 PAGES PER MONTH	Each	0.00%

MPI	Ann Maint BL SVR IPDS add-on lic 17-31	Each	0.00%
MPI	ANNMNT BLSRVRLPD&SCS ADDON LIC64+(55PPM)	Each	0.00%
MPI	ANNUAL MAINTENANCE BLUESERVER AFP MOD	Each	0.00%
MPI	ANNUAL MAINTENANCE BLUESERVER PDF MOD	Each	0.00%
MPI	ANNUAL MAINTENANCEBLUESERVERINDEXING MOD	Each	0.00%
MPI	3YRMAINT BS 7.0 IPDS 1 PRINTER (55 PPM)	Each	0.00%
MPI	3YR MAIN BLUE SERVER IPDS 1 PR 105 PPM)	Each	0.00%
MPI	LINKCOM IV IPDS + SCS (HS105) -ANN MAINT	Each	0.00%
MPI	KMBS LINKCOM INSTALL FEE	Each	0.00%
MPI	MPI S2P SERVICES DAILY RATE	p/day	0.00%
MPI	MPI S2P SERVICES HOURLY RATE	p/hour	0.00%
MPI	ANN MAINT S2P BASE	Each	0.00%
MPI	ANN MAINT S2PIPDS AFP TO IPDS 50-89PPM	Each	0.00%
MPI	ANN MAINT S2P JES2LINK MODULE	Each	0.00%
Prism	1 YR MAINT. DOCAUDIT SERVER	Each	20.00%
Prism	1 YR MS BZ SEC ALERT 1-99 MFP LICENSE	Each	20.00%
Prism	EXT YR MS BIZHUB SECURE ALERT SERVER	Each	20.00%
Prism	EXT YR MS BIZHUB SECURE ALERT MFP	Each	20.00%
Prism	EXT YR MS BZ SEC ALERT 100-249 MFP LICEN	Each	20.00%
Prism	BIZHUB SECURE ALERT SERVER INSTALL	Each	0.00%
Prism	BIZHUB SECURE ALERT MFP INSTALL	Each	0.00%
Prism	BUILD ONE DF FORM SINGLE SIDE	Each	0.00%
Prism	BUILD ONE DF FORM DBL-SIDE	Each	0.00%
Prism	BUILD ONE DF FORM DBL-SIDE INSTALLED	Each	0.00%
Prism	REMOTE SVCS OR INSTALL; 3-HOUR SESSION	Each	0.00%
Prism	1 YR MAINT DOCFORM SERVER	Each	20.00%
Prism	1 YEAR MAINT DF DESIGNER	Each	20.00%
Prism	1 YR MAINT DF EXTRA SERVER	Each	20.00%
Prism	1 YR MAINT DF LOAD BALANCING SERVER	Each	20.00%

Prism	EXT. MAINT DF SERVER	Each	20.00%
Prism	EXT. MAINT DF DESIGNER	Each	20.00%
Prism	EXT. MAINT DF EXTRA SERVER	Each	20.00%
Prism	EXT. MAINT DF LOAD BALANCING SERVER	Each	20.00%
Prism	1 YEAR MAINT. DOCSYSTEM SERVER	Each	20.00%
Prism	1 YEAR MAINT. ADD'L PROCESS	Each	20.00%
Prism	EXTENDED YEAR MAINT. DOCSYSTEM SERVER	Each	20.00%
Prism	EXTENDED YEAR MAINT. ADD'L PROCESS	Each	20.00%
Prism	1 YR MAINT. ENTERPRISE 1 LICENSE	Each	18.00%
Prism	EXT. YR MAINT. ENTERPRISE 1 LICENSE	Each	18.00%
Prism	CORE PRODUCT INSTALLATION	Each	0.00%
Prism	DOCUMENT CATEGORY CREATION	Each	0.00%
Prism	SCANABLE DOCUMENT TEMPLATE FOR AUTOMATIO	Each	0.00%
Prism	PRISM PROJ SERV/ HOUR REMOTE TRAINING	Each	0.00%
Prism	PRISM ONSITE INSTALL MAX. 2 DAY (NO T&E)	Each	0.00%
Prism	PRISM ONSITE INSTALL MAX 2 DAY T&E INCL	Each	0.00%
Prism	PRISM REMOTE INSTALL MAX. 4 HOURS	Each	0.00%
Prism	PRISM TRAINING 1 DAY AT PRISM	Each	0.00%
Prism	PRISM TRAINING 2 DAYS AT PRISM	Each	0.00%
Prism	PRISM TRAINING 3 DAYS AT PRISM	Each	0.00%
Prism	PRISM TRAINING ON-SITE 1 DAY (NO T&E)	Each	0.00%
Prism	PRISM TRAINING ONSITE 2 DAYS (NO T&E)	Each	0.00%
Prism	PRISM TRAINING ON-SITEP 3 DAYS (NO T&E)	Each	0.00%
Prism	PRISM INTEGRATION_END-USER TRAINING1HR	Each	0.00%
Prism	DOCRECORD REM INST CORE PRODUCT BY KMBS	Each	0.00%
Prism	BIZHUB SECURE ALERT INSTALL PER DEVICE	Each	0.00%
Prism	1 YR MAINT CONNECTION 1ST MFP	Each	18.00%
Prism	1 YR MAINT CONNECTION ADDL MFP	Each	18.00%
Prism	EXT MAINT CONNECTION 1ST MFP	Each	18.00%
Prism	EXT MAINT CONNECTION ADDL MFP	Each	18.00%

Prism	1 YEAR MAINTENANCE FOR WP20001	Each	10.00%
Prism	1 YEAR MAINTENANCE FOR WP20010	Each	10.00%
Prism	1 YEAR MAINTENANCE FOR WP20025	Each	10.00%
Prism	1 YEAR MAINTENANCE FOR WP20050	Each	10.00%
Prism	1 YEAR MAINTENANCE FOR WP20100	Each	10.00%
Prism	1 YEAR MAINTENANCE FOR WP20200	Each	10.00%
Prism	EXTENDED MAINTENANCE FOR WP20001	Each	10.00%
Prism	EXTENDED MAINTENANCE FOR WP20010	Each	10.00%
Prism	EXTENDED MAINTENANCE FOR WP20025	Each	10.00%
Prism	EXTENDED MAINTENANCE FOR WP20050	Each	10.00%
Prism	EXTENDED MAINTENANCE FOR WP20100	Each	10.00%
Prism	EXTENDED MAINTENANCE FOR WP20200	Each	10.00%
Prism	PRISM WORKPATH STANDARD - 1 YR MAINT.	Each	10.00%
Prism	PRISM WORKPATH STANDARD - EXT. YR MAINT.	Each	10.00%
Prism	ADDITIONAL PROCESS - WS - 1 YR MAINT.	Each	10.00%
Prism	ADDITIONAL PROCESS - WS - EXT. YR MAINT.	Each	10.00%
Prism	1 YR MAINT UPGRADE DOCRECORD ETL-RPA	Each	10.00%
Prism	EXT YR MAINT UPGRADE DOCRECORD ETL-RPA	Each	10.00%
RSA	LEGAL PRINT ANNUAL 1X5 MNT	Each	0.00%
RSA	LEGAL PRINT ANNUAL 3X7 MNT	Each	0.00%
RSA	LEGALPRINT PRINTER DEF 1X5 PREM SUPPORT	Each	0.00%
RSA	LEGALPRINT PRINTER DEF 3X7 PLAT SUPPORT	Each	0.00%
RSA	LEGAL PRINT REMOTE INSTALLATION	Each	0.00%
RSA	QDIRECT - ANNUAL 1X5 PREMIUM SUPPORT	Each	0.00%

RSA	QDIRECT - ANNUAL 3X7 PLATINUM SUPPORT	Each	0.00%
RSA	UPGD QD LIC TO QD PRO 1YR 1X5 PRM MNT	Each	0.00%
RSA	UPGD QD LICE TO QD PRO 1YR 3X7 PLT MNT	Each	0.00%
RSA	QDIRECT PRO: 1YR 1X5 MNT	Each	0.00%
RSA	QDIRECT PRO: 1YR 3X7 MNT	Each	0.00%
RSA	QDIRECT HOT FOLDER READER: 1YR 1X5 MNT	Each	0.00%
RSA	PROFESSIONAL SERVICES (VARIABLE)	Each	0.00%
RSA	PROF SVCS: ONSITE 1 DAY INC TVL TM & EXP	Each	0.00%
RSA	PROF SVCS ADDL DAY: ALREADY ON-SITE	Each	0.00%
RSA	PROF SVCS DAILY RATE (OFF-SITE)	Each	0.00%
RSA	REMOTE CONFIGURATION - INSTALLATION FEE	Each	0.00%
RSA	SYSTEM REINTEGRATION FEE	Each	0.00%
RSA	QDIRECT.SCN EQUITRAC INTGR MOD IMPL FEE	Each	0.00%
RSA	QDIRECT - REMOTE INSTALLATION FEE	Each	0.00%
RSA	QDIRECT PRO: REMOTE INSTALL FEE	Each	0.00%
RSA	QDIRECT DYNAMICS READER: IMPLEMENT FEE	Each	0.00%
RSA	QDIRECT DYNAMICS LICENSE: IMPLEMENT FEE	Each	0.00%
RSA	QD.SCAN: REMOTE INSTALL & TRAINING FEE	Each	0.00%
RSA	REMOTE IMPLEMENTATION FEE	Each	0.00%
RSA	CUST-SPLD SVR SETUP W/1-WAY STD SHIPPING	Each	0.00%
RSA	REMOTE ACCESS SURCHARGE (VARIABLE)	Each	0.00%
RSA	READYPRINT INSTALLATION ASSISTANCE	Each	0.00%
RSA	QDIRECT M.I.S.PT READ-REM-INST&TRAINING	Each	0.00%
RSA	QDIRECT IPDSPRINT READ-REMOT-INST&TRAIN	Each	0.00%
RSA	QDIRECT SUBMIT PRINT DRIVER-IMPLEM FEE	Each	0.00%
RSA	RDOPRINT LICENSE: 1YR 1X5 MNT	Each	0.00%
RSA	READYPRINT ANNUAL 1X5 PREMIUM SUPPORT	Each	0.00%

RSA	READYPRINT - ANNUAL 3X7 PLATINUM SUPPORT	Each	0.00%
RSA	READYPRINT ADD LICENSE 1X5 PREMIUM SUPPT	Each	0.00%
RSA	READYPRINT ADD LICENSE 3X7 PLAT SUPPT	Each	0.00%
RSA	READYPRINT MODULE 1X5 PREMIUM SUPPORT	Each	0.00%
RSA	READYPRINT MODULE 3X7 PLATINUM SUPPORT	Each	0.00%
RSA	READYPRINT PRO ANN PREMIUM MAINT-1X5	Each	0.00%
RSA	READYPRINT PRO ANN PLATINUM MAINT-3X7	Each	0.00%
RSA	PREFLIGHTPRO MODUL ANN PREMIUM MAINT-1X5	Each	0.00%
RSA	PREFLIGHTPRO MODUL ANN PLATINUM MAINT3X7	Each	0.00%
RSA	READYPRINT TICKETME LIC ANN1X5 MAINT	Each	0.00%
RSA	READYPRINT TICKETME LIC ANN3X7 PLAT SUP	Each	0.00%
RSA	TICKETME LICENSE ANNUAL 1X5 MAINTENANCE	Each	0.00%
RSA	TICKETME REMOTE INSTALLATION FEE	Each	0.00%
RSA	TF PRT LIC: 61-90 PPM: 1YR 1X5 MNT	Each	0.00%
RSA	MAINFRAME DOWNLOADER ANNUAL 1X5 MNT	Each	0.00%
RSA	IPDSPRINT CF TO 400PPM-ANN 1X5 PREM SUPP	Each	0.00%
RSA	MISPRINT LIC CF 400PPM-ANN 1X5 PREM SUPP	Each	0.00%
RSA	PDF LITE: 1YR 1X5 MNT	Each	0.00%
RSA	VIRTUAL SERVER IMAGE: 1YR 1X5 MNT	Each	0.00%
RSA	BUS & TAG CHANNEL CARD: 1YR 1X5 MNT	Each	0.00%
RSA	ESCON CHANNEL CARD: 1YR 1X5 MNT	Each	0.00%
RSA	PRODUCTION TOWER SRVR: 1YR 1X5 MNT	Each	0.00%
RSA	WEBCRD ENTERPRISE SYS LIC: 1YR 1X5 MNT	Each	0.00%
RSA	WEBCRD BASE LIC: 1YR 1X5 MNT	Each	0.00%
RSA	WEBCRD PRO: 1YR 1X5 MNT	Each	0.00%

RSA	WEBCRD ADDITIONAL PDEF (PER PRT DEF)	Each	0.00%
RSA	WEBCRD ADDITIONAL PDEF: 1YR 1X5 MNT	Each	0.00%
RSA	WEBCRD BASIC AUTH MODULE ANNUAL 1X5 MNT	Each	0.00%
RSA	WEBCRD CREDIT CARD MODULE: 1YR 1X5 MNT	Each	0.00%
RSA	WEBCRD AJCE MODULE: 1YR 1X5 MNT	Each	0.00%
RSA	WEBCRD ANALYTICS MODULE: 1YR 1X5 MNT	Each	0.00%
RSA	WEBCRD ADD SITE LIC-REMOTE INSTALL	Each	0.00%
RSA	WEBCRD AUTOSTOCK IMPLEMENTATION FEE	Each	0.00%
RSA	WEBCRD DYNAMICS IMPLEMENTATION FEE	Each	0.00%
RSA	WEBCRD BASE - REMOTE INSTALLATION	Each	0.00%
RSA	WEBCRD PRO - REMOTE INSTALLATION	Each	0.00%
RSA	WEBCRD PRO ENTERPRISE- REMOTE INSTALL	Each	0.00%
RSA	UPGD WEBCRD BASE 2 PRO RMT INST&TRNG FEE	Each	0.00%
RSA	WEBCRD: REINTEGRATION FEE	Each	0.00%
RSA	WEBCRD SUREPDF CLIENT LIC IMPL FEE	Each	0.00%
RSA	WEBCRD BASIC AUTH MODULE IMPLEMENT FEE	Each	0.00%
RSA	WEBCRD CREDIT CARD MOD: IMPL FEE	Each	0.00%
RSA	WEBCRD AJCE MOD: IMPL FEE	Each	0.00%
RSA	WEBCRD CTRLPDF OFFICE LIC: IMPLEMENT FEE	Each	0.00%
RSA	WEBCRD DYNAMICS DT MOD-REMOTE INSTALL	Each	0.00%
RSA	WEBCRD BOOK ASSEMBLY MODULE: IMPLMNT FEE	Each	0.00%
RSA	WEBCRD PRINT MIS PACKAGE: IMPLMNT FEE	Each	0.00%
RSA	WEBCRD ADV AUTH MOD IMPLEMENTATION FEE	Each	0.00%
RSA	WEBCRD CXML INTERFACE IMPLEMENTATION FEE	Each	0.00%

RSA	IMPACTVDP PRO MODULE-IMPLEMENTATION FEE	Each	0.00%
RSA	PROFESSIONAL SERV TEMPLATE CODING RATE	Each	0.00%
RSA	WEBCRD DYN DESKTOP MOD-IMPLEMENTATION	Each	0.00%
RSA	WEBCRD ONDEMAND MODULE INSTALLATION FEE	Each	0.00%
RSA	WEBCRD ONDEMAND XMPIE INTEG-SETUP&CONFIG	Each	0.00%
RSA	WEBCRD CLOUD ACTIVATION FEE	Each	0.00%
RSA	WEBCRD ONDEMAND - INSTALLATION	Each	0.00%
RSA	WEBCRD ONDEMAND ADDITIONAL PDEF-INSTALL	Each	0.00%
RSA	WEBCRD ONDEMAND ADD SITE - INSTALL	Each	0.00%
RSA	WEBCRD ONDEMAND SUREPDF LIC-INSTALL	Each	0.00%
RSA	WEBCRD ONDEMAND CENTRALPDF LIC-INSTALL	Each	0.00%
RSA	WEBCRD ONDEMAND AJCE MODULE - INSTALL	Each	0.00%
RSA	WEBCRD ONDEMAND AUTOSTOCK MODULE-INSTALL	Each	0.00%
RSA	WEBCRD ONDEMAND AUTHENTIC MODULE-INSTALL	Each	0.00%
RSA	WEBCRD ONDEMAND DYNAMICS MOD-INSTALL	Each	0.00%
RSA	ADD WEBEX TRAINING (PER HR: 4 HR MIN)	Each	0.00%
RSA	WEBCRD ONDEMAND DYNAMIC DTOP MOD-INSTALL	Each	0.00%
RSA	WEBCRD ONDEMAND PRINT MIS PAC-INSTALL	Each	0.00%
RSA	WEBCRD OD ADD SITE: SETUP & CONFIG	Each	0.00%
RSA	WEBCRD ONDEMAND BOOK ASSEMBLY MOD-INSTAL	Each	0.00%
RSA	WEBCRD ONDEMAND CRED CARD VAL MOD-INSTAL	Each	0.00%
RSA	RSA SOFTWARE CUSTOM DEVELOPMENT	Each	0.00%
RSA	RSA SOFTWARE CUSTOM DEV: 1YR 1X5 MNT	Each	0.00%
RSA	RSA SOFTWARE CUSTOM DEV: 1YR 3X7 MNT	Each	0.00%

RSA	MAINTENANCE RENEWAL CO-TERM	Each	0.00%
Ironsides Technology	4CAM PT TRACK STANDALONE SOL-24X7ANN SUP	Each	0.00%
Ironsides Technology	4 CAM PT TRACKING SOL-24X7 ANN SUPPORT	Each	0.00%
Ironsides Technology	APT SINGLE STATION PRINT TRACKING SETUP	Each	0.00%
Ironsides Technology	APT SS PRINT TRACK SETUP-24X7 ANN SUPPRT	Each	0.00%
Ironsides Technology	APT 1 SITE/DOM SERV S/W LIC-24/7 ANN SUP	Each	0.00%
Ironsides Technology	APT CENT ENT SERVER S/W LIC-24/7 ANN SUP	Each	0.00%
Ironsides Technology	APT S/W LIC PR PRT DEVICE-24/7 ANN SUP	Each	0.00%
Ironsides Technology	APT S/W LIC PR INSER/BIND DEV-24X7ANNSUP	Each	0.00%
Ironsides Technology	APT CLT S/W LC PR FUL STAT-24X7ANN SUP	Each	0.00%
Ironsides Technology	H R HS CAM(2D CODE>20K PCS/HR)-24/7ANNSP	Each	0.00%
Ironsides Technology	PJT D CLNT S/W LIC PR DEV-24X7 ANN SUP	Each	0.00%
Ironsides Technology	IRONSIDES VARIABLE DOLLAR MAINTENANCE	Each	0.00%
Ironsides Technology	PROFESSIONAL SERVICES (DAILY)	Each	0.00%
Ironsides Technology	PROFESSIONAL SERVICES (HOURLY)	Each	0.00%
Ironsides Technology	DAILY TRAVEL PER DIEM COST	Each	0.00%
Ironsides Technology	IRONSIDES OUT OF POCKET AIRFARE EXPENSE	Each	0.00%
Jamex	ADDITIONAL CREDENTIAL SET FOR WEB REPORT	Each	0.00%
Jamex	TERMACTIVATE AFT 1ST MERCH SETUP(1-9)	Each	0.00%
Jamex	TERMACTIVATE AFT 1ST MERCH SETUP 10+	Each	0.00%
Jamex	NETWORK ENABLED REPORTING/NOTIFICATION	Each	0.00%
Jamex	NETWORK ENABLED REMOTE RECONFIGURATION	Each	0.00%
Jamex	INITIAL MERCH SETUP	Each	0.00%
Jamex	MONTHLY PROCESSING SUBSCR (1K PLAN)	Each	0.00%
Jamex	MONTHLY PROCESSING SUBSCR (UNLIM PLAN)	Each	0.00%
Jamex	INITIAL MERCH SETUP FREEDOMPAY	Each	0.00%

Jamex	MONTHLY PROC SUBSCRIPT FREEDOMPAY	Each	0.00%
Jamex	MONTHLY PROC ADDITIONAL FREEDOMPAY	Each	0.00%
Jamex	JAMEX EXTENDED WARRANTY -EACH ADD'L YEAR	Each	0.00%
Jamex	ANNUAL JAMEX/ENVISIONWARE S/W MAINT	Each	0.00%
Jamex	JAMEX INSTALL ON-SITE DAILY INCLUDES T&E	Each	0.00%
Jamex	REMOTE SOFTWARE INSTALLATION	Each	0.00%
Jamex	KMBS JAMEX INSTALLATION FEE	Each	0.00%
Jamex	KM PRO SERVICES OFFICE SOLUTIONS TIER 3	Each	0.00%
Loadbalancer.org	1 YEARS SUPPORT ENTERPRISE 1G HA PAIR	Each	0.00%
Loadbalancer.org	3 YEARS SUPPORT ENTERPRISE 1G HA PAIR	Each	0.00%
Loadbalancer.org	5 YEARS SUPPORT ENTERPRISE 1G HA PAIR	Each	0.00%
Loadbalancer.org	1 YEARS SUPPORT ENTERPRISE 10G HA PAIR	Each	0.00%
Loadbalancer.org	3 YEARS SUPPORT ENTERPRISE 10G HA PAIR	Each	0.00%
Loadbalancer.org	5 YEARS SUPPORT ENTERPRISE 10G HA PAIR	Each	0.00%
Loadbalancer.org	1 YEARS SUPPORT ENTERPRISE 25G HA PAIR	Each	0.00%
Loadbalancer.org	3 YEARS SUPPORT ENTERPRISE 25G HA PAIR	Each	0.00%
Loadbalancer.org	5 YEARS SUPPORT ENTERPRISE 25G HA PAIR	Each	0.00%
Loadbalancer.org	1 YEARS SUPPORT ENTERPRISE 40G HA PAIR	Each	0.00%
Loadbalancer.org	3 YEARS SUPPORT ENTERPRISE 40G HA PAIR	Each	0.00%
Loadbalancer.org	5 YEARS SUPPORT ENTERPRISE 40G HA PAIR	Each	0.00%
Loadbalancer.org	1 YEARS SUPPORT ENTERPRISE 50G HA PAIR	Each	0.00%
Loadbalancer.org	3 YEARS SUPPORT ENTERPRISE 50G HA PAIR	Each	0.00%
Loadbalancer.org	5 YEARS SUPPORT ENTERPRISE 50G HA PAIR	Each	0.00%
Loadbalancer.org	1 YEARS SUPPORT ENTERPRISE 100G HA PAIR	Each	0.00%

Loadbalancer.org	3 YEARS SUPPORT ENTERPRISE 100G HA PAIR	Each	0.00%
Loadbalancer.org	5 YEARS SUPPORT ENTERPRISE 100G HA PAIR	Each	0.00%
Loadbalancer.org	1 YR SUPPORT ENTERPRISE VA BASIC HA PAIR	Each	0.00%
Loadbalancer.org	3 YRS SUPPORT ENTERPRISE VA BASIC HAPAIR	Each	0.00%
Loadbalancer.org	5 YRS SUPPORT ENTERPRISEVA BASIC HAPAIR	Each	0.00%
Loadbalancer.org	1 YEARS SUPPORT ENTERPRISE VA 1G HA PAIR	Each	0.00%
Loadbalancer.org	3 YEARS SUPPORT ENTERPRISE VA 1G HA PAIR	Each	0.00%
Loadbalancer.org	5 YEARS SUPPORT ENTERPRISE VA 1G HA PAIR	Each	0.00%
Loadbalancer.org	1 YEARS SUPPORTENTERPRISE VA 10G HA PAIR	Each	0.00%
Loadbalancer.org	3 YEARS SUPPORTENTERPRISE VA 10G HA PAIR	Each	0.00%
Loadbalancer.org	5 YEARS SUPPORTENTERPRISE VA 10G HA PAIR	Each	0.00%
Loadbalancer.org	1 YRS SUPPORT ENTERPRISE VA 100G HA PAIR	Each	0.00%
Loadbalancer.org	3 YRS SUPPORT ENTERPRISE VA 100G HA PAIR	Each	0.00%
Loadbalancer.org	5 YRS SUPPORT ENTERPRISE VA 100G HA PAIR	Each	0.00%
Loadbalancer.org	1 YRS SUPPORT ENTERPRISE AWS1G - HA PAIR	Each	0.00%
Loadbalancer.org	3 YRS SUPPORT ENTERPRISE AWS1G - HA PAIR	Each	0.00%
Loadbalancer.org	5 YRS SUPPORT ENTERPRISE AWS1G - HA PAIR	Each	0.00%
Loadbalancer.org	1 YRS SUPPORT ENTERPRISE AWS10G - HA PAIR	Each	0.00%
Loadbalancer.org	3 YRS SUPPORT ENTERPRISE AWS10G - HA PAIR	Each	0.00%
Loadbalancer.org	5 YRS SUPPORT ENTERPRISE AWS10G - HA PAIR	Each	0.00%
Loadbalancer.org	1 YRS SUPPRT ENTERPRISE AWS 100G- HA PAIR	Each	0.00%
Loadbalancer.org	3 YRS SUPPORT ENTERPRISE AWS100G- HA PAIR	Each	0.00%
Loadbalancer.org	5 YRS SUPPORT ENTERPRISE AWS100G- HA PAIR	Each	0.00%

Loadbalancer.org	1 YRS SUPPORT ENTERPRISE AZURE1G-HA PAIR	Each	0.00%
Loadbalancer.org	3 YRS SUPPORT ENTERPRISE AZURE1G-HA PAIR	Each	0.00%
Loadbalancer.org	5 YRS SUPPORT ENTERPRISE AZURE1G-HA PAIR	Each	0.00%
Loadbalancer.org	1 YRS SUPPORT ENTERPRISE AZURE10G-HAPAIR	Each	0.00%
Loadbalancer.org	3 YRS SUPPORT ENTERPRISE AZURE10G-HAPAIR	Each	0.00%
Loadbalancer.org	5 YRS SUPPORT ENTERPRISE AZURE10G-HAPAIR	Each	0.00%
Loadbalancer.org	1 YRS SUPPORT ENTERPRISEAZURE100G-HAPAIR	Each	0.00%
Loadbalancer.org	3 YRS SUPPORT ENTERPRISEAZURE100G-HAPAIR	Each	0.00%
Loadbalancer.org	5 YRS SUPPORT ENTERPRISEAZURE100G-HAPAIR	Each	0.00%
Loadbalancer.org	LOADBALANCER PROFESSIONAL SERVICES DAILY	Each	0.00%
OpenText	RF INTELLIGENT WORKFLOWS W NEW RFCONNECT	Each	0.00%
OpenText	RF INTELL WRKFLWS ADDL SHRD SVCS NODE(S)	Each	0.00%
OpenText	ENCRYPTION MODULE-ADDL SHARED SVCS NODE	Each	0.00%
OpenText	RF ANALYTICS ADDL SHARED SVCS NODE(S)	Each	0.00%
OpenText	RF IMAGE HIAVAIL ADDL SHAREDSVCS NODE(S)	Each	0.00%
OpenText	KM PRO SERVICES OPENTEXT TIER 3	Each	0.00%
OpenText	KMBS RIGHTFAX MFP INSTALL FEE	Each	0.00%
OpenText	FAX2MAIL CONSULTING AND PORTING PER HOUR	Each	0.00%
OpenText	NOTIFICATIONS CONSULTING	Each	0.00%
OpenText	PRODUCTION FAX CONSULTING	Each	0.00%
OpenText	BN ODM GLOBAL SERVICES STANDARD	Each	0.00%
OpenText	BN ODM GLBL SVCS PREPAID 4HR BLOCK STD	Each	0.00%
OpenText	RF PREPAID CNSLTNG 4 HRS AFTR HRS/EXPDTD	Each	0.00%
OpenText	RIGHTFAX ESSENTIALS 2 STANDARD PACKAGE	Each	0.00%
OpenText	IMPLMNT/CNSLTNG/CST SOL RF W/TRV NRM HRS	Each	0.00%

OpenText	BN ODM GLOBAL SVCS AFTER HRS EXPEDITED	Each	0.00%
OpenText	IMPLMNT/CNSLTNG - RF: INCLD TRAVEL	Each	0.00%
OpenText	TRAINING SVCS FOR RFAX ADMIN BASIC WBT	Each	0.00%
OpenText	TRAINING SVCS FOR RFAX ADMIN ADVNCD ILT	Each	0.00%
OpenText	TRNG SVCS FOR RF - END USERS MODULE	Each	0.00%
OpenText	GLBL SVCS RF ADV WEB SVCS API NONPRODCTN	Each	0.00%
OpenText	GLOBAL SVCS RIGHTFAX TO FAX2MAIL PKG 1	Each	0.00%
OpenText	GLOBAL SVCS RIGHTFAX TO FAX2MAIL DISCVRY	Each	0.00%
OpenText	GLOBAL SVCS FOR FAX2MAIL PLATINUM PKG 1	Each	0.00%
OpenText	GLOBAL SVCS FOR FAX2MAIL PLATINUM PKG 2	Each	0.00%
OpenText	GLOBAL SVCS FOR FAX2MAIL PLATINUM PKG 3	Each	0.00%
OpenText	GLOBAL SVCS FOR FAX2MAIL PLATINUM PKG 4	Each	0.00%
OpenText	GLOBAL SVCS FOR FAX2MAIL PLATINUM PKG 5	Each	0.00%
OpenText	GLBL SVCS F2M PORTING PKG 1	Each	0.00%
OpenText	GLOBAL SVCS FOR FAX2MAIL PORTING PKG 2	Each	0.00%
OpenText	GLOBAL SVCS FOR FAX2MAIL PORTING PKG 3	Each	0.00%
OpenText	GLOBAL SVCS FOR FAX2MAIL PORTING PKG 4	Each	0.00%
OpenText	GLOBAL SVCS FOR FAX2MAIL PORTING PKG 5	Each	0.00%
OpenText	GLOBAL SERVICES RIGHTFAX PORTING PKG 1	Each	0.00%
OpenText	GLOBAL SERVICES RIGHTFAX PORTING PKG 2	Each	0.00%
OpenText	GLOBAL SERVICES RIGHTFAX PORTING PKG 3	Each	0.00%
OpenText	GLOBAL SERVICES RIGHTFAX PORTING PKG 4	Each	0.00%
OpenText	GLOBAL SERVICES RIGHTFAX PORTING PKG 5	Each	0.00%
OpenText	GLBL SVCS RFEXPRSS ADV INTEGRATN MIGRATN	Each	0.00%

OpenText	GLBL SVCS RFEXP NEW INST PLUS MFP CONFIG	Each	0.00%
OpenText	STANDARD SUPPORT FOR RF - 1 YEAR	Each	0.00%
OpenText	STANDARD SUPPORT FOR RIGHTFAX RENEWAL	Each	0.00%
OpenText	FAX GW 2100 1 T1: ADV REPL 1YR	Each	0.00%
OpenText	FAX GW 2100 2 ADV REPL 1YR	Each	0.00%
OpenText	FAX GW 2100 4 T1: ADV REPL 1YR	Each	0.00%
OpenText	FAX GW 304 4 FXO: ADV REPL 1YR	Each	0.00%
OpenText	FAX GW 308 8 FXO: ADV REPL 1YR	Each	0.00%
OpenText	FAX GW 2100 MDLR 1YR ADV REPL SPT	Each	0.00%
OpenText	FAX GW 2100 MDLR SPARE AC PWRSPPLY ARS	Each	0.00%
OpenText	FAX GW 2100 MDLR AN QUAD FXO 1YR ARS	Each	0.00%
OpenText	ADVTG PROSVCS RIGHTFAX REM PERDAY BUSHRS	Each	0.00%
OpenText	ADVTG PROSVCS RIGHTFAX REM PERDAY AFTHRS	Each	0.00%
OpenText	ADVTG PROF SVCS RIGHTFAX REMOTE PER HR	Each	0.00%
OpenText	ADVANTAGE RIGHTFAX TRAINING REMOTE	Each	0.00%
OpenText	ADV TECH PRESALES RIGHTFAX CONSULT SVCS	Each	0.00%
PageDNA	PageDNA PROFESSIONAL SERVICES UNIT	Each	0.00%
PageDNA	PAGEDNA ACCURIOPRO FLUX PREMIUM BRIDGE	Each	0.00%
PageDNA	PAGEDNA SINGLE SIGN ON INTEGRATION A	Each	0.00%
PageDNA	PAGEDNA SFTP KEY INSTALL A	Each	0.00%
PageDNA	PAGEDNA SFTP KEY INSTALL B	Each	0.00%
PageDNA	PAGEDNA AUTOMATED IMPOSITION A	Each	0.00%
PageDNA	PAGEDNA AUTOMATED IMPOSITION B	Each	0.00%
PageDNA	PAGEDNA PARTNER MIS INTEGRATION A	Each	0.00%
PageDNA	PAGEDNA PARTNER MIS INTEGRATION B	Each	0.00%
PageDNA	PAGEDNA CXML PUNCHOUT INTEGRATION A	Each	0.00%
PageDNA	PAGEDNA CXML PUNCHOUT INTEGRATION B	Each	0.00%

Papercut	ADERANT INTEGRATION WITH PAPERCUT	Each	0.00%
Papercut	ADV LAW INT WITH PC	Each	0.00%
Papercut	AJERA INTEGRATION WITH PAPERCUT	Each	0.00%
Papercut	BANNER ACCTNG INTEGRATION WITH PAPERCUT	Each	0.00%
Papercut	CLIO INTEGRATION W/ PAPERCUT	Each	0.00%
Papercut	COSMOLEX INTEGRATION WITH PAPERCUT	Each	0.00%
Papercut	COYOTE ANALYTICS INTEGRATION WITH PC	Each	0.00%
Papercut	ELITE 3E INT WITH PC	Each	0.00%
Papercut	ESI LAW INTEGRATION WITH PAPERCUT	Each	0.00%
Papercut	GHOST PRACTICE INTEGRATION WITH PAPERCUT	Each	0.00%
Papercut	JURISACCT.ANDFINANCEMANGTSW	Each	0.00%
Papercut	PCLAWBILLINGSOFTWARE	Each	0.00%
Papercut	ORIONACCT.ANDFINANCEMANGTSW	Each	0.00%
Papercut	PERFECTLAWBILLINGSOFTWARE	Each	0.00%
Papercut	ELITEPROLAWMANAGEMENTSOFTWARE	Each	0.00%
Papercut	QUICKBOOKSACCT.SWINTEGRATION	Each	0.00%
Papercut	QUICKBOOKS ONLINE INTEGRTN WITH PAPERCUT	Each	0.00%
Papercut	SAGEACCOUNTSOFTWARE	Each	0.00%
Papercut	TABS3 INTEGRATION WITH PAPERCUT	Each	0.00%
Papercut	TIMESLIPSSWINTEGRATION	Each	0.00%
Papercut	TIER 1 SYSTEM INT WITH PC	Each	0.00%
Papercut	TIER 2 SYSTEM INT WITH PC	Each	0.00%
Papercut	TIER 3 SYSTEM INT WITH PC	Each	0.00%
Papercut	RIPPE KINGSTON INTEGRATION W/ PAPERCUT	Each	0.00%
Papercut	OFFICERND/CILANTROIO INTGRTN W/PAPERCUT	Each	0.00%
Papercut	PCELITE INTEGRATION WITH PAPERCUT	Each	0.00%
Papercut	PAPERCUT PAYMENT GATEWAYS GROUP 1	Each	0.00%
Papercut	PAPERCUT PAYMENT GATEWAYS GROUP 2	Each	0.00%

Papercut	PAPERCUT PAYMENT GATEWAYS GROUP 3	Each	0.00%
Papercut	ADD'L VPN SETUP AND CONFIG PER VPN	Each	0.00%
Papercut	ACDI CLD HST INSTALL FEE PER PYMNT GTWY	Each	0.00%
Papercut	ACDI CLD HST INSTALL FEE PER JOB TKTG RM	Each	0.00%
Papercut	FIREWALL HW INCL SETUP AND CONFIG	Each	0.00%
Papercut	PCHV INITIAL CONFIGURATION AND TRAINING	Each	0.00%
Papercut	PCHV PER DEVICE CONFIGURATION	Each	0.00%
Papercut	SB SUB UNLIMITED DEVICE BUNDLE YEARLY	Each	0.00%
Papercut	SB SUB UNLIMITED DEVICE BUNDLE MONTHLY	Each	0.00%
Papercut	KM PRO SERVICES PAPERCUT TIER 2	Each	0.00%
Papercut	ACDI PROFESSIONAL SERVICES HOURLY	Each	0.00%
Papercut	ONSITE INSTALLATION AND TRAINING	Each	0.00%
Papercut	RMT INSTLL/CONFIG PRINT DRIVER UP TO 10	Each	0.00%
Papercut	REM INST PER EMBED 1-24 LIC OR DEVICES	Each	0.00%
Papercut	REMINST FEE EMB 100-499 LICENS OR DEVICE	Each	0.00%
Papercut	REM INST PER EMB 25-99 LICENSE OR DEVICE	Each	0.00%
Papercut	RMT INSTLL PER EMBED 500-999 LIC OR DVCS	Each	0.00%
Papercut	REM INST PER EMB 1000+ LICENSE OR DEVICE	Each	0.00%
Papercut	REMOTE INSTLLTN PER PRNT ENBLMNT PCK	Each	0.00%
Papercut	ADV RMT INSTLL FEE PER SRVR WITH PCUT SW	Each	0.00%
Papercut	REMOTE INSTAL FEE PER PAYMENT GATEWAY	Each	0.00%
Papercut	REMOTE INSTALLATION PER TICKETING ROOM	Each	0.00%
Papercut	PER REMOTE SERVER PS	Each	0.00%
Papercut	MOBILE PRINT INSTALLATION/CONFIGURATION	Each	0.00%
Papercut	REMOTE AFTER HOURS ASSISTANCE	Each	0.00%
Papercut	REMOTE SERVER MIGRATION	Each	0.00%

Papercut	ACDI REM INSTLL CNFG PRNT ENBLE PK CLOUD	Each	0.00%
Papercut	ACDI REM INSTALL FEE PER SERVER IN CLOUD	Each	0.00%
Papercut	ACDI ADV REM INSTLL FEEPER SRVR IN CLOUD	Each	0.00%
Papercut	HARDWARE EXTENDED WARRANTY	Each	0.00%
Papercut	ACDI M&S YEAR 1	Each	0.00%
PrinterLogic	PROFESSIONAL SERVICES 1 HOUR	Each	0.00%
PrinterLogic	PROFESSIONAL SERVICES SMB PACKAGE	Each	0.00%
PrinterLogic	PROF SERVICES SAAS UPGRADE MIGRATION	Each	0.00%
PrinterLogic	PROFESSIONAL SERVICES BRONZE PACKAGE	Each	0.00%
PrinterLogic	PROFESSIONAL SERVICES SILVER PACKAGE	Each	0.00%
PrinterLogic	PROFESSIONAL SERVICES GOLD PACKAGE	Each	0.00%
PrinterLogic	PROF SERVICES TECHNICAL ACCOUNT MANAGER	Each	0.00%
PrinterLogic	PROFESSIONAL SERVICES ENTERPRISE PACKAGE	Each	0.00%
PrinterLogic	PRINT-IMPRIVATA-IDENTITYMANAGEMENT-1	Each	0.00%
PrintReach	MIDNIGHTPRINT&MAILMISSAASBASIC 1YR MAINT	Each	0.00%
PrintReach	MIDNIGHTPRINT&MAILMISSAASBRNZ 1YR MAINT	Each	0.00%
PrintReach	MIDNIGHTPRINT&MAILMISSAASSLVR 1YR MAINT	Each	0.00%
PrintReach	MIDNIGHTPRINT&MAILMISSAASSGOLD 1YR MAINT	Each	0.00%
PrintReach	MIDNIGHTPRINT&MAILMISSAASSPLAT 1YR MAINT	Each	0.00%
PrintReach	MIDNIGHTPRINT&MAILMISSAASSENTP 1YR MAINT	Each	0.00%
PrintReach	ADDITIONAL SYSTEM USERS - 1 YEAR MAINT	Each	0.00%
PrintReach	ADDITIONAL SHOP-FLOOR LICENSES 1YR MAINT	Each	0.00%
PrintReach	SYSTEM INTERFACES - 1 YEAR MAINTENANCE	Each	0.00%
PrintReach	ON-PREMISE SITE LICENSE - 1 YR MAINT	Each	0.00%
PrintReach	ADDITIONAL SITE LICENSE - 1 YEAR MAINT	Each	0.00%

PrintReach	ADDITIONAL MODULE ADD ON - 1 YEAR MAINT	Each	0.00%
PrintReach	MIDNIGHT FULFILLMENT BASIC PKG-1YR MAINT	Each	0.00%
PrintReach	MIDNIGHT FULFILLMENT PRO PKG-1YR MAINT	Each	0.00%
PrintReach	MIDNIGHT - CUSTPRGRMG-PROFSRVC($150/HR)	Each	0.00%
PrintReach	MIDNIGHT - ONLINE IMPLMTATION SUPPORT	Each	0.00%
PrintReach	MIDNIGHT-ONLINETRNG&CONFIGSPPRT($125/HR)	Each	0.00%
PrintReach	MIDNIGHT - ONSITE IMPLMTATION-TRAVELEXPS	Each	0.00%
PrintReach	MIDNIGHT - CUSTOM REPORTS/*API METHODS	Each	0.00%
PrintReach	MIDNIGHT SOFTWARE CODE ESCROW	Each	0.00%
PrintReach	MIDNIGHT SOFTWARE CODE ESCROW 1YR	Each	0.00%
Square 9	Structured Cloud Transformation Services (1000 pages per day)	Each	0.00%
Square 9	Structured Cloud Transformation Services (2500 pages per day)	Each	0.00%
Square 9	Structured Cloud Transformation Services (5000 pages per day)	Each	0.00%
Square 9	CLOUD TRANS SVCS MORE THAN 5000/PG/DAY	Each	0.00%
Square 9	Additional Cloud Transformation Concurrent User Licenses	Each	0.00%
Square 9	Unstructured Cloud Transformation	Each	0.00%
Square 9	Cloud Transformation Boost Option	Each	0.00%
Square 9	CTS Release to Sharepoint/OneDrive	Each	0.00%
Square 9	GlobalForms Cloud - Single Form Cloud Add On	Each	0.00%
Square 9	GlobalForms Cloud - Five Form Cloud Add On	Each	0.00%
Square 9	GlobalForms Cloud -Ten Form Cloud Add On	Each	0.00%
Square 9	GlobalForms Cloud -Twenty-Five Form Cloud Add On	Each	0.00%
Square 9	GlobalForms Cloud -Fifty Pack Form Cloud Add On	Each	0.00%

Square 9	GlobalSearch Cloud Digital Transformation Essentials	Each	0.00%
Square 9	CLOUD TRANSFORMATION SVS 1X PG COUNT ADD	Each	0.00%
Square 9	CLOUDTRNSFRMTN SVS PGSPERDAY LVUPGDPERMO	Each	0.00%
Square 9	CLOUD STORAGE CENTER TRANSFER	Each	0.00%
Square 9	GLOBALSEARCH DIGIAL TRANS ESSENT MIN 12M	Each	0.00%
Square 9	CLOUD TERM EXTENSION ADJUSTMENT	Each	0.00%
Square 9	Image XChange - Per Concurrent User - Maintenance & Support	Each	0.00%
Square 9	PREMISE SW SUPPORT TERM EXTENSION	Each	0.00%
Square 9	GlobalCapture Convey - Dual Core - Maintenance & Support	Each	0.00%
Square 9	GlobalCapture Invoice Intelligence Template Pack - Maintenance & Support	Each	0.00%
Square 9	GlobalCapture Disaster Recovery/Test Bench License - Maintenance & Support	Each	0.00%
Square 9	Assembly Bound Lists Pack - Maintenance & Support	Each	0.00%
Square 9	GlobalForms 10 Server with Workflow & Forms Design - Maintenance & Support	Each	0.00%
Square 9	GlobalForms Single Form Add On - Maintenance & Support	Each	0.00%
Square 9	GlobalForms Five Form Add On - Maintenance & Support	Each	0.00%
Square 9	GlobalForms Ten Form Add On - Maintenance & Support	Each	0.00%
Square 9	Per Diem Remote ECM Service	Each	0.00%
Square 9	Per Diem Remote Capture Service	Each	0.00%
Square 9	Per Diem Remote Forms Service	Each	0.00%
Square 9	Per Diem Onsite Service	Each	0.00%
Square 9	PER DIEM PS TRAVEL EXPENSES	Each	0.00%
Square 9	Per Diem Remote Services - 4 Hour Block	Each	0.00%
Square 9	Custom SQL Scripting (Four Hour Block)	Each	0.00%
Square 9	Custom SQL Scripting - Maintenance & Support	Each	0.00%
Square 9	BIS ECM PROSERV_SMB/HR	p/hour	0.00%

Square 9	BIS ECM PROSERV_SMB REMOTE 1/2 DAY	Each	0.00%
Square 9	BIS ECM PROSERV_SMB ONSITE 1/2 DAY	Each	0.00%
Square 9	BIS ECM PROSERV_SMB REMOTE/DAY	p/day	0.00%
Square 9	BIS ECM PROSERV_SMB ONSITE/DAY	p/day	0.00%
Square 9	C2BE SET UP / TRAINING 1/2 DAY	Each	0.00%
Square 9	C2BE SET UP / TRAINING 8 HOURS	Each	0.00%
Square 9	BIS ECM SMB PROJECT MANAGEMENT FEE	Each	0.00%
Square 9	BIS ECM SMB CUSTOM DEVELOPMENT SERVICES	Each	0.00%
Square 9	BIS ECM SMB TRAVEL & EXPENSE	Each	0.00%
Square 9	MAINTENANCE AND SUPPORT RENEWAL	Each	0.00%
Square 9	SMARTSEARCH SOFTWARE ASSURANCE	Each	0.00%
Square 9	SQ9 SW ASSURANCE RENEWAL - NON DISCOUNT	Each	0.00%
Square 9	GSLT-STR TRN SVS PER IN PER MO 12 MO MIN	Each	0.00%
Square 9	GSLT-UST TRN SVS PER IN PER MO 12 MO MIN	Each	0.00%
Square 9	GSLT-ENT TRN SVS PER IN PER MO 12 MO MIN	Each	0.00%
Upland	OL PROFESSIONAL SERVICES T&M DAILY	P/day	0.00%
Upland	OL PROFESSIONAL SERVICES TRAINING DAILY	P/day	0.00%
Upland	PROFESSIONAL SERVICES/PER HOUR	p/hour	0.00%
Upland	PACKAGE SERVICE	Each	0.00%
Upland	AQMC SETUP	Each	0.00%
ePS	SYS HOST FEE (ANN)	Each	0.00%
ePS	MDF PS: CORE TRAINING (24 HRS)	Each	0.00%
ePS	MDSF PS: SITE/PROD BUILD (16 HRS)	Each	0.00%
ePS	MDSF PS: PROD/WKFLW REFNE (2 DAY ONSITE)	Each	0.00%
ePS	MDSF PS: DISCVRY/PLAN (2 DAY ONSITE)	Each	0.00%
ePS	MDSF PS: DISCVRY/DEFINE (2 DAY ONSITE)	Each	0.00%
ePS	MDSF PS: PROJ MGT (16 HRS)	Each	0.00%
ePS	MDSF PS:VDP TRAINING (12 HRS)	Each	0.00%

ePS	MDSF PS:VDP IMGE PERSONZTN TRNG (12 HRS)	Each	0.00%
ePS	MDSF PS:EPS VDP PRO TRAINING (12 HRS)	Each	0.00%
ePS	MDSF PS: FUSION PRO TRAINING (8 HRS)	Each	0.00%
ePS	MDSF PS: DSF TO FIERY INT PACK (4 HRS)	Each	0.00%
ePS	MDSF PS: DSF TO FIERY TIER 12 SUP (1 YR)	Each	0.00%
ePS	MDSF PS: CXML PUNCH (12 HR MIN)	Each	0.00%
ePS	MDSF PS: CXML PUNCH (EACH ADTL HR))	p/hour	0.00%
ePS	EPS PS: DAILY RATE (OFF SITE)	p/day	0.00%
ePS	EPS PS: 2 DAY ONSITE (INC TRAV)	Each	0.00%
ePS	EPS PS: DAILY RATE (ADTL DAY ONSITE)	p/day	0.00%
ePS	EPS PS: HOURLY RATE (OFFSITE MIN 2 HR)	Each	0.00%
ePS	EFI PS: CUSTOMIZATIONS BY EFI PS	Each	0.00%
ePS	TERM LIC: CUSTOMIZATION BY EFI PS	Each	0.00%
ePS	EPS PS: BASIC CUSTOM REPORT	Each	0.00%
ePS	EPS PS: PREMIUM CUSTOM REPORT	Each	0.00%
ePS	EPS PS SHIPEXPRESS SERVICES PACKAGE	Each	0.00%
ePS	PRINTSMITH - 2 DAY ONSITE IMPL 16HRS	Each	0.00%
ePS	PRINTSMITH - ONSITE IMPL ADDITIONAL	Each	0.00%
ePS	PRINTSMITH PROFESSIONAL SERVICES HOURLY	Each	0.00%
ePS	TERM LICENSE:SHIPEXPRESS(PER PSV INST)	Each	0.00%
Jadu	JADU PROFESSIONAL SERVICE DAY RATE	p/day	0.00%
Jadu	JADU SERVICES (12 MONTHS)	Each	0.00%
Racami	BASE ANNUAL MAINTENANCE PER QUOTE	Each	0.00%
Racami	NON-PROD LIC MAINT	Each	0.00%
Racami	PROFESSIONAL SERVICES	Each	0.00%
Racami	AFTER HOURS - TIME AND MATERIALS	Each	0.00%
Racami	EXTENDED COVERAGE -8:00PM TO 8:00AM M-F	Each	0.00%
Racami	SUPPORT COVERAGE 24/7	Each	0.00%

Solimar	STANDARD MAINTENANCE GENERIC	Each	0.00%
Solimar	SOLSCRIPT SERVICES PER HOUR	Each	0.00%
Solimar	SOLSCRIPT SERVICES ANNUAL SUPPORT	Each	0.00%
Solimar	PROFESSIONAL SERVICES.	Each	0.00%
Solimar	CONFIGURATION SERVICES	Each	0.00%
Solimar	CUSTOM INSTALLATION	Each	0.00%
Solimar	SOLIMAR UNIVERSITY TRAINING	Each	0.00%
Solimar	CUSTOM REMOTE TRAINING (PER QUOTE)	Each	0.00%
Upland	PROFESS SERV-HRLY RATE AT OL PP CONNECT	p/hour	0.00%
Upland	PROFESS SERV ON-SITE 8 HR PP CONNECT	Each	0.00%
Upland	PROFESS SERV ON-SITE 4 HR MIN PP CONNECT	Each	0.00%
Upland	OL PER DIEM	Each	0.00%
Upland	OBJECTIF LUNE AIRFARE	Each	0.00%
Upland	PPS WEB-BASED END-USER TRAINING	Each	0.00%
Upland	PP DOCUMENT DESIGN AT OL (2 DAYS)	Each	0.00%
Upland	PP DOCUMENT FLOW: AT OL (2 DAYS)	Each	0.00%
Upland	PP SOLUTION DEV AT OL (4 DAYS)	Each	0.00%
Upland	PP CUSTOM TRAINING AT OL (PER DAY)	Each	0.00%
Upland	PLANETPRESS TALK AT OL (PER DAY)	Each	0.00%
Upland	PP DOCUMENT DESIGN ON-SITE (2 DAYS)	Each	0.00%
Upland	PP DOCUMENT FLOW ON-SITE (2 DAYS)	Each	0.00%
Upland	PP SOLUTION DEV ON-SITE (4 DAYS)	Each	0.00%
Upland	PP CUSTOM TRAINING ON-SITE (PER DAY)	Each	0.00%
Upland	PLANETPRESS TALK ON-SITE (PER DAY)	Each	0.00%
Upland	PSM END-USER ON-SITE TRAINING BY KMBS	Each	0.00%
Cloud OCR	ICAAS SETUP FEE	Each	0.00%
Konica Minolta	Entry Level/Intermediate - General Office Services (Copy Center, Mailroom, Key Operator Services, etc.)	Monthly	0.00%

Konica Minolta	Advanced - General Office Services (Copy Center, Mailroom, Key Operator Services, etc.)	Monthly	0.00%
Konica Minolta	Responsible for Supervising General Office Services (Copy Center, Mailroom, Key Operator Services, etc.)	Monthly	0.00%
Konica Minolta	Responsible for Leading a Team of onsite personnel and end-user client communication	Monthly	0.00%
Konica Minolta	Responsible for assisting site manager to manage all onsite personnel and end-user client communication.	Monthly	0.00%
Konica Minolta	Responsible for managing all onsite personnel and end-user client communication. Le vel determined by Geography, Size & Scope of Services within Account/Site	Monthly	0.00%
Konica Minolta	Responsible for managing all onsite personnel and end-user client communication. Le vel determined by Geography, Size & Scope of Services within Account/Site.	Monthly	0.00%
Konica Minolta	Entry Level/Intermediate – Reception Services (Receive visitors, Answer phones, manage inquiries, etc.)	Monthly	0.00%
Konica Minolta	Advanced – Reception Services (Receive visitors, Answer phones, manage inquiries, etc.)	Monthly	0.00%
Konica Minolta	Entry Level/Intermediate – Graphic Services (Create visual concepts, communicate ideas, design & produce marketing materials, etc.)	Monthly	0.00%
Konica Minolta	Advanced – Graphic Services (Create visual concepts, communicate ideas, design & produce marketing materials, etc.)	Monthly	0.00%
Konica Minolta	Entry Level/Intermediate - General Office Services (Copy Center, Mailroom, Key Operator Services, etc.) Overtime Rates - Weekday	p/hour	0.00%

Konica Minolta	Advanced - General Office Services (Copy Center, Mailroom, Key Operator Services, etc.) Overtime Rates - Weekday	p/hour	0.00%
Konica Minolta	Responsible for Supervising General Office Services (Copy Center, Mailroom, Key Operator Services, etc.) Overtime Rates - Weekday	p/hour	0.00%
Konica Minolta	Responsible for Leading a Team of onsite personnel and end-user client communication Overtime Rates - Weekday	p/hour	0.00%
Konica Minolta	Responsible for assisting site manager to manage all onsite personnel and end-user client communication. Overtime Rates - Weekday	p/hour	0.00%
Konica Minolta	Responsible for managing all onsite personnel and end-user client communication. Le vel determined by Geography, Size & Scope of Services within Account/Site. Overtime Rates - Weekday	p/hour	0.00%
Konica Minolta	Responsible for managing all onsite personnel and end-user client communication. Le vel determined by Geography, Size & Scope of Services within Account/Site. Overtime Rates - Weekday.	p/hour	0.00%
Konica Minolta	Entry Level/Intermediate – Reception Services (Receive visitors, Answer phones, manage inquiries, etc.) Overtime Rates - Weekday	p/hour	0.00%
Konica Minolta	Advanced – Reception Services (Receive visitors, Answer phones, manage inquiries, etc.) Overtime Rates - Weekday	p/hour	0.00%
Konica Minolta	Entry Level/Intermediate – Graphic Services (Create visual concepts, communicate ideas, design & produce marketing materials, etc.) Overtime Rates - Weekday	p/hour	0.00%

Konica Minolta	Advanced – Graphic Services (Create visual concepts, communicate ideas, design & produce marketing materials, etc.) Overtime Rates - Weekday	p/hour	0.00%
Konica Minolta	Entry Level/Intermediate - General Office Services (Copy Center, Mailroom, Key Operator Services, etc.) Overtime Rates - Weekend or Holiday	p/hour	0.00%
Konica Minolta	Advanced - General Office Services (Copy Center, Mailroom, Key Operator Services, etc.) Overtime Rates - Weekand or Holiday	p/hour	0.00%
Konica Minolta	Responsible for Supervising General Office Services (Copy Center, Mailroom, Key Operator Services, etc.) Overtime Rates - Weekend or Holiday	p/hour	0.00%
Konica Minolta	Responsible for Leading a Team of onsite personnel and end-user client communication Overtime Rates - Weekend or Holiday	p/hour	0.00%
Konica Minolta	Responsible for assisting site manager to manage all onsite personnel and end-user client communication. Overtime Rates - Weekend or Holiday	p/hour	0.00%
Konica Minolta	Responsible for managing all onsite personnel and end-user client communication. Le vel determined by Geography, Size & Scope of Services within Account/Site. Overtime Rates - Weekend or Holiday	p/hour	0.00%
Konica Minolta	Responsible for managing all onsite personnel and end-user client communication. Le vel determined by Geography, Size & Scope of Services within Account/Site. Overtime Rates - Weekend or Holiday.	p/hour	0.00%
Konica Minolta	Entry Level/Intermediate – Reception Services (Receive visitors, Answer phones, manage inquiries, etc.) Overtime Rates - Weekend or Holiday	p/hour	0.00%

Konica Minolta	Advanced – Reception Services (Receive visitors, Answer phones, manage inquiries, etc.) Overtime Rates - Weekend or Holiday	p/hour	0.00%
Konica Minolta	Entry Level/Intermediate – Graphic Services (Create visual concepts, communicate ideas, design & produce marketing materials, etc.) Overtime Rates - Weekend or Holiday	p/hour	0.00%
Konica Minolta	Advanced – Graphic Services (Create visual concepts, communicate ideas, design & produce marketing materials, etc.) Overtime Rates - Weekend or Holiday	p/hour	0.00%

Amendment Number 1
to
Contract Number DIR-CPO-5424
between
State of Texas, acting by and through the Department of Information Resources
and
Konica Minolta Business Solutions U.S.A., Inc.

This Amendment Number **1 ("Amendment")** to **Contract** Number **DIR-CPO-5424** ("**Contract**") is between the Department of Information Resources (hereinafter "**DIR**") and Konica Minolta Business Solutions U.S.A., Inc. (hereinafter "**Successful Respondent**"). DIR and Successful Respondent agree to modify the terms and conditions of the **Contract** as follows:

1. **Appendix A, Standard Contract Terms and Conditions** Sections 10.4(B)(xxv) replaced in its entirety with the following:

   xxv) neither it, nor its holding companies or subsidiaries, is:
   (a) Listed in Section 889 of the 2019 National Defense Authorization Act;
   (b) Listed in Section 1260H of the 2021 National Defense Authorization Act; or
   (c) Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4; or
   (d) Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4; and

   xxvi) all information provided by Successful Respondent is current, accurate, and complete.

All other terms and conditions of the **Contract** as amended, not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number 1, and then the Contract.

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IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature, but in all events, no later than 7/18/2025 | 3:11 P M CDT.

Konica Minolta Business Solutions U.S.A., Inc.

Authorized By: Signature on File

Name: Kristen McKenna

Title: Director, Government Contracts

Date: 7/18/2025 | 3:08 PM EDT

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Lisa Massock

Title: Chief Procurement Officer

Date: 7/18/2025 | 3:11 PM CDT

Docusign Envelope ID: 305993E1-77B0-4490-B57C-381A8C0539DE

NORTH RICHLAND HILLS

(APPENDIX H TO THE PURCHASING POLICY AND PROCEDURES MANUAL)

CITY OF NORTH RICHLAND HILLS
COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement** (**"Customer Agreement"**) is entered into by and between **Nova Technology Solutions LLC dba Novatech.** (**"Reseller"**), an authorized Reseller of **Konica Minolta Business Solutions U.S.A., Inc.** (**"Vendor"**) and the **City of North Richland Hills,** (**"Customer"** or **"Authorized Customer"**), a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the **Texas Department of Information Resources (DIR)** ("Cooperative Entity") and Vendor, Contract No. **DIR-CPO-5424**, as amended, (the "Agreement") with an expiration date of **7/18/2027**. This Customer Agreement includes and shall be governed by (i) the terms and conditions of the Agreement, which are incorporated herein by reference and available online at https://dir.texas.gov/contracts/dir-cpo-5424 or upon request from Reseller, (iii) the attached Reseller Quote/Purchase Order No. **Quote # n/a**, if applicable, and (iii) the Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills Contracts, if applicable, all of which are attached hereto and/or incorporated herein by reference. Authorized Customer is eligible and desires to purchase Citywide lease of copiers, usage and service pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity and will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Reseller agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Reseller agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Reseller agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Reseller with reasonable advance notice of any intended audits.

Purchase Price - Payments under this Customer Agreement shall not exceed $ **360,864.00** ("Purchase Price").

Term - The Term of this Customer Agreement ("Term") shall be for one of the following as selected below (Select the type of contract that applies):

☐ ***Single Purchase Contract*** –The Term shall not exceed one (1) year, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☐ ***Supply / As Needed Contract*** – The Term shall be effective as of October 1st and shall expire on September 30th at the end of FY **26**. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☒ ***Multi-Year Contract*** – The Term shall be for **5** year(s) expiring on **11/30/2030**. This Customer Agreement may be renewed for **0 years.** Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds $50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty.

☐ ***Emergency Purchase*** – Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is $50,000 or more.

(Government Rider - Select if Vendor has additional terms and conditions that apply to this purchase)

☒ ***Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills, Texas*** – If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall separately execute the Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills, Texas ("Government Rider"). Such applicable terms and conditions as set forth in the Government Rider shall supersede any conflicting terms of the Vendor's terms and conditions, and such Government Rider shall control. The Government Rider is attached hereto, incorporated herein by reference and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this _____ day of _____ 20 **25**

.[Signature Page Follows]

Docusign Envelope ID: 305993E1-77B0-4490-B57C-381A8C0539DE

ACCEPTED AND AGREED:

CITY OF NORTH RICHLAND HILLS:

APPROVED: I certify that funds are currently available for this purchase.
☐ **(Check the box if $3,000 or less)**

By: _____
Xiomara Abad, Buyer

Department Director:

By: _____
Printed Name:
Department:

APPROVED:

By: _____ Date: _____
Paulette A. Hartman, City Manager

Or Designee:

By: _____ Date: _____
Name:
Title:

ATTEST:

By: _____
Alicia Richardson, City Secretary/Chief Governance Officer

By: _____
Crystal Dozier, Assistant City Secretary

NRH City Council Action: Y ☐ N ☐

Date Approved:

Agenda Item No:

Ord/Res No.

APPROVED TO FORM AND LEGALITY:

By: _____
Bradley Anderle, City Attorney

Nova Technology Solutions LLC dba Novatech :

DocuSigned by:
By: Scott Stahl
C41115E96C1443...
"Contact: Scott Stahl
Title: COO
Date: 10/10/2025

Docusign Envelope ID: 305993E1-77B0-4490-B57C-381A8C0539DE

GOVERNMENT CONTRACT AND PURCHASING RIDER
FOR CONTRACTS WITH THE CITY OF NORTH RICHLAND HILLS, TEXAS

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the Contractor, Consultant, Vendor, or other party identified below (collectively "Contractor"), agrees that the terms and conditions herein shall govern all agreements with the City unless otherwise agreed to by **a specifically executed provision** within the contract or purchase order, provided same is permissible by law. The terms are conditions herein are BINDING and SUPERSEDE any and all other terms and conditions whether oral or written in any separate agreement or found on Contractor's website or other electronic platform.

APPLICATION. This **GOVERNMENT CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF NORTH RICHLAND HILLS, TEXAS** ("Government Rider") applies to, is considered a part of, is incorporated into, and takes precedence over any conflicting provision in, or attached to, the Response to Solicitation or Bid, Contract or Purchase Order, Agreement for Purchase or Sale, Standard Terms and Conditions, Quote, Invoice, or other applicable agreement of the Contractor (collectively the "Agreement"), to which this Government Rider is attached and described as follows:

Title of Agreement with Additional Terms: [Texas Department of Information Resources DIR-CPO-5424 for Citywide lease of copiers]
Legal Name of Cooperative Contractor: [Konica Minolta Business Solutions U.S,A.]
Legal Name of Third-Party Contractor (if applicable) (if not applicable enter N/A): [Nova Technology Solutions LLC dba Novatech]
Description of Goods or Services ("Goods or Services"): [Citywide lease of copiers, usage and service]
Cooperative Agreement: [Texas Department of Information Resources (DIR)]
Total Contract Price: $[360,864.00]

Notwithstanding any language to the contrary in the attached Agreement between Contractor and the **City of North Richland Hills ("City")**, individually referred to as a "party" and collectively referred to as the "parties," the parties stipulate by evidence of execution of this Government Rider below by a representative of each party duly authorized to bind the parties hereto, that the parties hereby agree that the provisions in this Government Rider below shall be applicable to and shall modify and supersede the Agreement as set forth below:

SECTION 1. TIME FOR PAYMENT AND INTEREST. The City's payments under the Agreement, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251 of the Texas Government Code. Payment shall be due within thirty (30) days of (i) the date of the City's receipt of the goods under the Agreement; (ii) the date the performance of the services under the Agreement are completed; or (iii) the date the City receives an invoice for the goods or services, whichever is later. Interest on any overdue payment shall not exceed 1% plus the prime rate as published by the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. The City reserves the right to modify any amount due to the Contractor presented by invoice to the City if necessary to conform the amount to the terms of the Contract, the Texas Government Code or this Government Rider. To the extent the Agreement requires the City to agree to a higher rate of interest than allowed by law, or to incur penalties or late fees prior to 30 days before receipt of invoice or services, any such requirements shall be null and void, are hereby deleted from the Agreement and shall have no force or effect.

SECTION 2. INDEMNIFICATION; LIABILITY; NO FUTURE DEBT.

2.1 Multiyear Contracts. If the NRH City Council does not appropriate funds sufficient to make any payment for a fiscal year after the City's fiscal year in which the Agreement becomes effective, and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Agreement shall automatically terminate at the end of the fiscal year for which funds were appropriated, in accordance with Section 5, Article XI of the Texas Constitution. The City shall have the right to terminate the Agreement at the end of any City fiscal year, without any penalty to the City, if the City Council does not appropriate sufficient funds to continue the Agreement to the next fiscal year. The City shall provide Contractor with as much advance written notice of such termination as is reasonably possible, but not less than thirty (30) days.

2.2 No Future Debt. In compliance with Section 5, Article XI of the Texas Constitution, all payment obligations of the City hereunder are subject to the availability of funds. If such funds are not appropriated or become unavailable during the Term of the Agreement, or in any renewal year of the Agreement, the City shall have the right to terminate the Agreement, except for those portions of funds which have been appropriated prior to termination. To the extent the Agreement requires the City to agree to the creation of future debt for which funds are not appropriated, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

2.3 INDEMNIFICATION AND LIABILITY. CONTRACTOR SHALL BE LIABLE FOR, AND SHALL INDEMNIFY AND HOLD THE CITY ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, AND REPRESENTATIVES (collectively "CITY INDEMNITEES") HARMLESS FROM ANY INJURY, LOSS OR DAMAGE DUE TO, OR ARISING OUT OF, THE NEGLIGENT ACTS OR OMISSIONS OR INTENTIONAL MISCONDUCT OF CONTRACTOR. TO THE EXTENT THE AGREEMENT REQUIRES THE CITY TO INDEMNIFY, DEFEND AND/OR HOLD CONTRACTOR OR ANY OF ITS AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, VOLUNTEERS, OR REPRESENTATIVES (collectively the "CONTRACTOR INDEMNITEES") HARMLESS, THE CITY SHALL NOT BE REQUIRED TO DEFEND ANY CONTRACTOR INDEMNITEE UNDER THE AGREEMENT AND THE CITY SHALL ONLY INDEMNIFY OR HOLD ANY INDEMNITEE HARMLESS TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND ONLY TO THE EXTENT SUCH INJURY, LOSS, OR DAMAGE IS DUE TO THE NEGLIGENT ACTS OR OMISSIONS OR INTENTIONAL MISCONDUCT OF THE CITY. THE CITY SHALL NOT BE UNDER ANY OBLIGATION TO CREATE ANY SINKING FUND TO SATISFY ANY OBLIGATION TO INDEMNIFY UNDER THE AGREEMENT. NOTWITHSTANDING ANY OF THE FOREGOING, IN NO EVENT SHALL THE CITY'S LIABILITY EXCEED THE TOTAL AMOUNT OF FEES PAID BY THE CITY UNDER THE AGREEMENT FOR THE PREVIOUS TWELVE MONTH PERIOD. IN NO EVENT SHALL EITHER PARTY BE

LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER THE AGREEMENT. THIS PROVISION SHALL SUPERSEDE ANY OTHER PROVISION OF CONTRACTOR IN ANY SEPARATE AGREEMENT, TERMS AND CONDITIONS, QUOTE OR INVOICE.

SECTION 3. TERMINATION. Notwithstanding Section 2 above, and unless otherwise specifically agreed to by the parties, either party may terminate this Agreement by providing thirty (30) days prior written notice of such termination to the other party. Termination pursuant to this Section shall not relieve the Contractor of any obligation or liability that has accrued prior to cancellation. City shall pay Contractor for any services performed up to the effective date of such termination. **This Agreement is subject to termination, without penalty, at any time the City deems the Contractor to be non-compliant with contractual obligations.** Unless otherwise specifically agreed to by the parties in writing, to the extent the Agreement requires the City to (i) agree to a shorter termination period than thirty (30) days; (ii) agree to automatic renewals not included as a part of the "Term of the Agreement" listed above in this Government Rider; or (iii) incur a termination penalty, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 4. INSURANCE. The City is a Government entity under the laws of the state of Texas, and pursuant to Chapter 2259 of the Texas Government Code, "Self-Insurance by Government Units," the City is self-insured and therefore is not required to purchase insurance. The City shall not be required to purchase an insurance policy under this Agreement. Any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect. The City will provide a letter of self-insured status as requested by Contractor.

SECTION 5. CONFIDENTIALITY. The City is a Government entity under the laws of the State of Texas and all documents or information held or maintained by the City are subject to disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code (the "Act"). To the extent any provision in the Agreement attempts to prevent the disclosure of information that is subject to public disclosure under federal or Texas law, including any provision that prohibits disclosure of the terms and conditions of the Agreement, such provision is invalid. Any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 6. TAX EXEMPTION. The City shall not be liable to Contractor for any federal, state or local taxes for which the City is not liable by law, including state and local sales and use taxes, pursuant to Section 151.309 of Title 3, Texas Tax Code, and federal excise tax, pursuant to Subtitle D of the Internal Revenue Code. Accordingly, those taxes shall not be added to any goods or services under the Agreement. The City shall furnish a copy of the applicable tax exemption certificate upon request from Contractor. If the City is billed for any taxes not in compliance with this Section 6, the City shall be authorized to remit payment less the taxes imposed.

SECTION 7. GOVERNING LAW AND VENUE. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with the laws of the United States and the state of Texas, exclusive of conflicts of laws provisions. Venue for any suit brought under this Agreement shall be in a court of competent jurisdiction in Tarrant County, Texas. To the extent this Agreement is required to be governed by any state law other than Texas or venue in any jurisdiction other than Tarrant County, any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 8. ATTORNEYS' FEES; PENALTIES; LIQUIDATED DAMAGES: The City shall only be liable for attorneys' fees for breach of this Agreement to the extent such attorneys' fees are reasonable and necessary and equitable and just as authorized by Section 271.153 of the Texas Local Government Code. To the extent the attached Agreement requires the City to pay attorneys' fees for any action contemplated or taken, or to incur penalties or liquidated damages in any amount not authorized by Section 271.153, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 9. SOVEREIGN IMMUNITY. Nothing in the Agreement, or herein in this Government Rider, constitutes a waiver of the City's sovereign immunity. To the extent the Agreement requires the City to waive its rights or immunities as a government entity, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 10. ASSIGNMENT. To the extent the Agreement addresses the right to assign any rights or interest in the Agreement to another party, such right of assignment shall be reciprocal, and neither party shall have the right to assign or transfer any of its rights or interests in the Agreement without the express prior written consent of the other party. Notwithstanding, the Contractor shall have the right to assign the Agreement to any entity in which it is a recognized legal affiliate or subsidiary or which such entity obtains a majority interest without the consent of the City; however, Contractor shall give the City at least thirty (30) days' written notice of any such assignment or transfer of interest.

SECTION 11. RIGHT TO TRIAL BY JURY. The City reserves its right to settle disputes by trial by jury. Any such provision in the Agreement that requires the City to waive its right to a trial by jury shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 12. ALTERNATIVE DISPUTE RESOLUTION. To the extent the Agreement requires all disputes to be resolved by binding arbitration, any such provision shall be null and void, is hereby deleted from the Agreement and shall have no force or effect. Prior to instituting litigation under the Agreement, the parties may agree to mediation upon written mutual consent. Any such mediation shall be governed by the applicable rules of the American Arbitration Association, with mediation being held in Tarrant County, Texas. Each party shall share equally in the costs of the mediator, and shall be responsible for its own attorney's fees and expenses.

SECTION 13. LIMITATION ON CLAIMS. Any claim for breach of this Agreement shall be brought within four (4) years in accordance with Texas Civil Practices and Remedies Code Sec. 16.004 and Texas Business and Commerce Code Sec. 2.725. To the extent the Agreement requires a shorter period for limitation on claims, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 14. FORCE MAJEURE. Either party may terminate this Agreement and shall not be liable for any alleged damages or loss due to failure to perform its obligations under this Agreement if the performance is delayed or canceled by reason of a Force Majeure event, including but not limited to, war; civil commotion; acts of God; inclement weather; Government restrictions, regulations, or interferences; fires; labor strikes; material shortages; lockouts, national disasters; epidemics; pandemics; riots; transportation restrictions; or any other circumstances which are reasonably beyond the control of the party.

SECTION 15. RIGHT TO AUDIT. The City shall, until the expiration of three (3) years after final payment under the Agreement, have the right to access and the right to examine and photocopy any directly pertinent books, documents, papers and records, whether electronic or hardcopy (collectively "Records") of Contractor involving transactions under this Agreement to ensure compliance herewith. The City shall have the right to access Contractor's Records during normal working hours and shall provide Contractor with reasonable advance notice of intended audits, but not less than ten (10) business days.

SECTION 16. SUCCESSORS AND ASSIGNS. The parties each bind themselves and their successors, executors, administrators and assigns to this Agreement and to all covenants of this Agreement hereafter.

SECTION 17. CITY'S LOGO OR MARKS. The City's logo is protected by applicable federal and state copyright and trademark laws. Contractor may not use the City's name in a demeaning, obscene or detrimental manner as determined by the City in its sole discretion, and Contractor shall not use the City's logo in any manner, except as specifically approved by the City in writing.

SECTION 18. RIDER CONTROLLING: If any provisions of the attached Agreement, conflict with the terms herein of this Government Rider, are prohibited by applicable law, conflict with any applicable rule, regulation or ordinance of the City, the terms in this Government Rider shall control.

By signature below of an authorized representative, the parties hereby accept and agree to the terms and conditions set forth in this Government Rider.

CITY OF NORTH RICHLAND HILLS:

By: _____
Paulette A. Hartman
City Manager

Date: _____

[Nova Technology Solutions LLC dba Novatech]

DocuSigned by:
By: Scott Stahl
C211115E96C1443...
Name: Scott Stahl
Title: COO

Date: 10/10/2025

ATTEST:

By: _____
Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

By: _____
Bradley Anderle
City Attorney

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1368434

Date Filed:
09/25/2025

Date Acknowledged:

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

Nova Technology Solutions LLC
Irving, TX United States

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

City of North Richland Hills

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.

DIR-CPO-5424
Managed Print Services to include MFDs and Printers

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Bill Dumez, and my date of birth is [redacted].

My address is 4106 Charlotte Avenue, Nashville (city), TN (state), 37209 (zip code), USA (country).

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

Executed in Davidson County, State of TN, on the 9th day of October (month), 2025 (year).

Signed by: Bill Dumez
0A6E980EDC58479...

Signature of authorized agent of contracting business entity
(Declarant)

CITY COUNCIL MEMORANDUM

From: The Office of the City Manager **Date:** October 27, 2025

Subject: Authorize the purchase of three 2025 Hino dump trucks from Rush Truck Centers of Texas, LP using BuyBoard Contract No. 723-23 in an amount not to exceed $512,450.01.

Presenter: Kenneth Garvin, Public Works Operations Manager

Summary:

The FY 2026 Adopted Capital Projects Budget includes three CIP Projects (FS2601, FS2602, and FS2603) each of which are replacing separate existing units. The projects are each individually budgeted for $190,000, with a total for all three of $570,000.

General Description:

The dump trucks being replaced are utilized within the Public Works Department by the Utility Construction and Street & Drainage Divisions. All three units being replaced are Tandem Axel International Dump Trucks and respectively either 2012- or 2014-year models. These dump trucks have reached the end of their respective life cycles as outlined within the Vehicle Equipment Replacement Plan. Due to their current age and usage, continued repair and upkeep is no longer cost-effective.

The City of North Richland Hills is a member of several interlocal groups and utilizes existing contracts with vendors through the Local Government Purchasing Cooperatives. Rush Truck Centers of TX, LP has submitted a quote under BuyBoard #723-23, totaling $512,450.01 for three (3) Hino XL8 Dump Trucks. This purchase is $57,549.99 under budget.

Recommendation:

Authorize the purchase of three 2025 Hino dump trucks from Rush Truck Centers of Texas, LP, using BuyBoard Contract No. 723-23 in an amount not to exceed $512,450.01.

NRH
NORTH RICHLAND HILLS

(APPENDIX H TO THE PURCHASING POLICY AND PROCEDURES MANUAL)
CITY OF NORTH RICHLAND HILLS
COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement** (**"Customer Agreement"**) is entered into by and between Rush Truck Centers of Texas, L.P. (**"Vendor"**) and the **City of North Richland Hills, ("Customer"** or **"Authorized Customer"**), a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the BuyBoard ("Cooperative Entity") and Vendor, Contract No. # 723-23 , as amended, (the "Agreement") with an expiration date of 11/30/2025. This Customer Agreement includes and shall be governed by (i) the terms and conditions of the Agreement, which are incorporated herein by reference and available online at https://app.buyboard.com/Shop/Products?term=723-23 or upon request from Vendor, (iii) the attached Vendor Quote/Purchase Order No. 1815673, if applicable, and (iii) the Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills Contracts, if applicable, all of which are attached hereto and/or incorporated herein by reference. Authorized Customer is eligible and desires to purchase Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Services pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

Purchase Price - Payments under this Customer Agreement shall not exceed $ 512,450.01 ("Purchase Price").

Term - The Term of this Customer Agreement ("Term") shall be for one of the following as selected below (Select the type of contract that applies):

☒ ***Single Purchase Contract*** –The Term shall not exceed one (1) year, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☐ ***Supply / As Needed Contract*** – The Term shall be effective as of October 1st and shall expire on September 30th at the end of FY 25-26. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☐ ***Multi-Year Contract*** – The Term shall be for Number of years year(s) expiring on Expiration Date. This Customer Agreement may be renewed for Number of Renewals. Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds $50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty.

☐ ***Emergency Purchase*** – Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is $50,000 or more.

(Government Rider - Select if Vendor has additional terms and conditions that apply to this purchase)

☒ ***Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills, Texas*** – If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall separately execute the Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills, Texas ("Government Rider"). Such applicable terms and conditions as set forth in the Government Rider shall supersede any conflicting terms of the Vendor's terms and conditions, and such Government Rider shall control. The Government Rider is attached hereto, incorporated herein by reference and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this day of 20 25 .

[Signature Page Follows]

ACCEPTED AND AGREED:

CITY OF NORTH RICHLAND HILLS:

APPROVED: I certify that funds are currently available for this purchase.
☐ **(Check the box if $3,000 or less)**

By: _____
Xiomara Abad, Buyer

Department Director:

By: _____
Printed Name:
Department:

APPROVED:

By: _____ Date: _____
Paulette Hartman, City Manager

Or Designee:

By: _____ Date: _____
Name:
Title:

ATTEST:

By: _____
Alicia Richardson, City Secretary/Chief Governance Officer

By: _____
Crystal Dozier, Assistant City Secretary

NRH City Council Action: Y ☐ N ☐

Date Approved:

Agenda Item No:

Ord/Res No.

APPROVED TO FORM AND LEGALITY:

By: _____
Bradley Anderle, City Attorney

Rush Truck Centers of Texas, L.P.:

By: _____
Name: Derek Lanahan
Title: General Manager
Date: 10/9/25

NORTH RICHLAND HILLS

GOVERNMENT CONTRACT AND PURCHASING RIDER
FOR CONTRACTS WITH THE CITY OF NORTH RICHLAND HILLS, TEXAS

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the Contractor, Consultant, Vendor, or other party identified below (collectively "Contractor"), agrees that the terms and conditions herein shall govern all agreements with the City unless otherwise agreed to by **a specifically executed provision** within the contract or purchase order, provided same is permissible by law. The terms are conditions herein are BINDING and SUPERSEDE any and all other terms and conditions whether oral or written in any separate agreement or found on Contractor's website or other electronic platform.

APPLICATION. This **GOVERNMENT CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF NORTH RICHLAND HILLS, TEXAS** ("Government Rider") applies to, is considered a part of, is incorporated into, and takes precedence over any conflicting provision in, or attached to, the Response to Solicitation or Bid, Contract or Purchase Order, Agreement for Purchase or Sale, Standard Terms and Conditions, Quote, Invoice, or other applicable agreement of the Contractor (collectively the "Agreement"), to which this Government Rider is attached and described as follows:

Title of Agreement with Additional Terms: BuyBoard #723-23
Legal Name of Cooperative Contractor: Rush Truck Centers of Texas, L.P.
Legal Name of Third-Party Contractor (if applicable) (if not applicable enter N/A): **N/A**
Description of Goods or Services ("Goods or Services"): **Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Services**
Cooperative Agreement: BuyBoard #723-23
Total Contract Price: $ 512,450.01

Notwithstanding any language to the contrary in the attached Agreement between Contractor and the **City of North Richland Hills ("City")**, individually referred to as a "party" and collectively referred to as the "parties," the parties stipulate by evidence of execution of this Government Rider below by a representative of each party duly authorized to bind the parties hereto, that the parties hereby agree that the provisions in this Government Rider below shall be applicable to and shall modify and supersede the Agreement as set forth below:

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2.1 Multiyear Contracts. If the NRH City Council does not appropriate funds sufficient to make any payment for a fiscal year after the City's fiscal year in which the Agreement becomes effective, and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Agreement shall automatically terminate at the end of the fiscal year for which funds were appropriated, in accordance with Section 5, Article XI of the Texas Constitution. The City shall have the right to terminate the Agreement at the end of any City fiscal year, without any penalty to the City, if the City Council does not appropriate sufficient funds to continue the Agreement to the next fiscal year. The City shall provide Contractor with as much advance written notice of such termination as is reasonably possible, but not less than thirty (30) days.

2.2 No Future Debt. In compliance with Section 5, Article XI of the Texas Constitution, all payment obligations of the City hereunder are subject to the availability of funds. If such funds are not appropriated or become unavailable during the Term of the Agreement, or in any renewal year of the Agreement, the City shall have the right to terminate the Agreement, except for those portions of funds which have been appropriated prior to termination. To the extent the Agreement requires the City to agree to the creation of future debt for which funds are not appropriated, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

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SHALL ONLY INDEMNIFY OR HOLD ANY INDEMNITEE HARMLESS TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND ONLY TO THE EXTENT SUCH INJURY, LOSS, OR DAMAGE IS DUE TO THE NEGLIGENT ACTS OR OMISSIONS OR INTENTIONAL MISCONDUCT OF THE CITY. THE CITY SHALL NOT BE UNDER ANY OBLIGATION TO CREATE ANY SINKING FUND TO SATISFY ANY OBLIGATION TO INDEMNIFY UNDER THE AGREEMENT. NOTWITHSTANDING ANY OF THE FOREGOING, IN NO EVENT SHALL THE CITY'S LIABILITY EXCEED THE TOTAL AMOUNT OF FEES PAID BY THE CITY UNDER THE AGREEMENT FOR THE PREVIOUS TWELVE MONTH PERIOD. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER THE AGREEMENT. THIS PROVISION SHALL SUPERSEDE ANY OTHER PROVISION OF CONTRACTOR IN ANY SEPARATE AGREEMENT, TERMS AND CONDITIONS, QUOTE OR INVOICE.

SECTION 3. TERMINATION. Notwithstanding Section 2 above, and unless otherwise specifically agreed to by the parties, either party may terminate this Agreement by providing thirty (30) days prior written notice of such termination to the other party. Termination pursuant to this Section shall not relieve the Contractor of any obligation or liability that has accrued prior to cancellation. City shall pay Contractor for any services performed up to the effective date of such termination. **This Agreement is subject to termination, without penalty, at any time the City deems the Contractor to be non-compliant with contractual obligations.** Unless otherwise specifically agreed to by the parties in writing, to the extent the Agreement requires the City to (i) agree to a shorter termination period than thirty (30) days; (ii) agree to automatic renewals not included as a part of the "Term of the Agreement" listed above in this Government Rider; or (iii) incur a termination penalty, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 4. INSURANCE. The City is a Government entity under the laws of the state of Texas, and pursuant to Chapter 2259 of the Texas Government Code, "Self-Insurance by Government Units," the City is self-insured and therefore is not required to purchase insurance. The City shall not be required to purchase an insurance policy under this Agreement. Any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect. The City will provide a letter of self-insured status as requested by Contractor.

SECTION 5. CONFIDENTIALITY. The City is a Government entity under the laws of the State of Texas and all documents or information held or maintained by the City are subject to disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code (the "Act"). To the extent any provision in the Agreement attempts to prevent the disclosure of information that is subject to public disclosure under federal or Texas law, including any provision that prohibits disclosure of the terms and conditions of the Agreement, such provision is invalid. Any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 6. TAX EXEMPTION. The City shall not be liable to Contractor for any federal, state or local taxes for which the City is not liable by law, including state and local sales and use taxes, pursuant to Section 151.309 of Title 3, Texas Tax Code, and federal excise tax, pursuant to Subtitle D of the Internal Revenue Code. Accordingly, those taxes shall not be added to any goods or services under the Agreement. The City shall furnish a copy of the applicable tax exemption certificate upon request from Contractor. If the City is billed for any taxes not in compliance with this Section 6, the City shall be authorized to remit payment less the taxes imposed.

SECTION 7. GOVERNING LAW AND VENUE. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with the laws of the United States and the state of Texas, exclusive of conflicts of laws provisions. Venue for any suit brought under this Agreement shall be in a court of competent jurisdiction in Tarrant County, Texas. To the extent this Agreement is required to be governed by any state law other than Texas or venue in any jurisdiction other than Tarrant County, any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 8. ATTORNEYS' FEES; PENALTIES; LIQUIDATED DAMAGES: The City shall only be liable for attorneys' fees for breach of this Agreement to the extent such attorneys' fees are reasonable and necessary and equitable and just as authorized by Section 271.153 of the Texas Local Government Code. To the extent the attached Agreement requires the City to pay attorneys' fees for any action contemplated or taken, or to incur penalties or liquidated damages in any amount not authorized by Section 271.153, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 9. SOVEREIGN IMMUNITY. Nothing in the Agreement, or herein in this Government Rider, constitutes a waiver of the City's sovereign immunity. To the extent the Agreement requires the City to waive its rights or immunities as a government entity, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 10. ASSIGNMENT. To the extent the Agreement addresses the right to assign any rights or interest in the Agreement to another party, such right of assignment shall be reciprocal, and neither party shall have the right to assign or transfer any of its rights or interests in the Agreement without the express prior written consent of the other party. Notwithstanding, the Contractor shall have the right to assign the Agreement to any entity in which it is a recognized legal affiliate or subsidiary or which such entity obtains a majority interest without the consent of the City; however, Contractor shall give the City at least thirty (30) days' written notice of any such assignment or transfer of interest.

SECTION 11. RIGHT TO TRIAL BY JURY. The City reserves its right to settle disputes by trial by jury. Any such provision in the Agreement that requires the City to waive its right to a trial by jury shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 12. ALTERNATIVE DISPUTE RESOLUTION. To the extent the Agreement requires all disputes to be resolved by binding arbitration, any such provision shall be null and void, is hereby deleted from the Agreement and shall have no force or effect. Prior to instituting litigation under the Agreement, the parties may agree to mediation upon written mutual consent. Any such mediation shall be governed by the applicable rules of the

American Arbitration Association, with mediation being held in Tarrant County, Texas. Each party shall share equally in the costs of the mediator, and shall be responsible for its own attorney's fees and expenses.

SECTION 13. LIMITATION ON CLAIMS. Any claim for breach of this Agreement shall be brought within four (4) years in accordance with Texas Civil Practices and Remedies Code Sec. 16.004 and Texas Business and Commerce Code Sec. 2.725. To the extent the Agreement requires a shorter period for limitation on claims, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 14. FORCE MAJEURE. Either party may terminate this Agreement and shall not be liable for any alleged damages or loss due to failure to perform its obligations under this Agreement if the performance is delayed or canceled by reason of a Force Majeure event, including but not limited to, war; civil commotion; acts of God; inclement weather; Government restrictions, regulations, or interferences; fires; labor strikes; material shortages; lockouts, national disasters; epidemics; pandemics; riots; transportation restrictions; or any other circumstances which are reasonably beyond the control of the party.

SECTION 15. RIGHT TO AUDIT. The City shall, until the expiration of three (3) years after final payment under the Agreement, have the right to access and the right to examine and photocopy any directly pertinent books, documents, papers and records, whether electronic or hardcopy (collectively "Records") of Contractor involving transactions under this Agreement to ensure compliance herewith. The City shall have the right to access Contractor's Records during normal working hours and shall provide Contractor with reasonable advance notice of intended audits, but not less than ten (10) business days.

SECTION 16. SUCCESSORS AND ASSIGNS. The parties each bind themselves and their successors, executors, administrators and assigns to this Agreement and to all covenants of this Agreement hereafter.

SECTION 17. CITY'S LOGO OR MARKS. The City's logo is protected by applicable federal and state copyright and trademark laws. Contractor may not use the City's name in a demeaning, obscene or detrimental manner as determined by the City in its sole discretion, and Contractor shall not use the City's logo in any manner, except as specifically approved by the City in writing.

SECTION 18. RIDER CONTROLLING: If any provisions of the attached Agreement, conflict with the terms herein of this Government Rider, are prohibited by applicable law, conflict with any applicable rule, regulation or ordinance of the City, the terms in this Government Rider shall control.

By signature below of an authorized representative, the parties hereby accept and agree to the terms and conditions set forth in this Government Rider.

CITY OF NORTH RICHLAND HILLS:

By: _____
Paulette A. Hartman
City Manager

Date: _____

Rush Truck Centers of Texas, L.P.

By: _____
Name: Derek Lanahan
Title: General Manager

Date: 10/9/25

ATTEST:

By: _____
Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

By: _____
Bradley Anderle
City Attorney

STK # 1815673

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE--BUYBOARD

Remit P.O.'s To: munisales@rushenterprises.com

Vendor	*RUSH TRUCK CENTER*	Date Prepared	*10/1/2025*
Contact for Vendor:	*COLTON KRUSE*	Phone	(830) 320-5219
End User:	*City of North Richland Hills*		
End User Contact:	***Jason Leachman***	Phone/Fax	*(817) 427-6384*
Product Description:	***Hino XL8 Dump Truck***		

STK# 1815673

A: Base Price in Bid/Buyboard ID Number:	723-23	Series: **XL8**	$ 72,567.00

B: Published Options(*Itemize Below*)

	DESCRIPTION	AMOUNT
Hino	Straight Truck Air & Electric Trailer Towing Provision	$ 1,761.00
Hino	Sincle Piece Front Bumper/LH & RH Tow Hooks	$ 752.00
Hino	Double Frame/Cummins L9 300 HP	$ 3,317.00
Hino	Engine 26MY Cost Increase/Engine Temp Shutdown	$ 752.00
Hino	Allison 3000 RDS-P/SPL-170 Main Driveline	$ (172.00)
Hino	Danna Speicer 14.6K Front Axle/ZF TRW TAS 85 Stearing Gear	$ 718.00
Hino	Hendrickson Air 46K/Rear Suspension Dual Control Valves	$ 7,409.00
Subtotal Column 1:	$ 14,537.00	

OPT #	DESCRIPTION	AMOUNT
Hino	Dana D46-172/Driver Controlled Diff Lock	$ 11,596.00
Hino	Synthetic Lube/WABCO 6S6M	$ 662.00
Hino	Air Bendix ES16516.5x7/Service Brakes	$ 918.00
Hino	Air Parking Brake/(2) East Penn AGM Group/Battery Disconnect Switch	$ 1,536.00
Hino	Back Up Alarm/90 Gallon Fuel Tank	$ 619.00
Hino	Bridgestone Front & Rear Tires/Steel Wheels	$ 4,772.00
RTC-0003	Dump Body	$ 27,832.00
Subtotal Column 2:	$ 47,935.00	

Published Options added to Base Price(*Subtotal of "Col 1" & "Col 2"*)	$ 62,472.00
C: Subtotal of A + B	$ 135,039.00

D: Non Published Options

Warren 6/8 Yard Maverick Dump Body with Options	$ 26,776.67				
Subtotal Column 1:	$ 26,776.67		Subtotal Column 2:	$ -	

Unpublished Options added to Base price (*Subtotal "Col 1 + Col 2"*)	$ 26,776.67
E: Contract Price Adjustment (*If any, explain here*)	$ -
F: Total of C + D +/- E	$ 161,815.67
G: Quantity ordere(Units: 3 x	$ 485,447.00
H: BUYBOARD Administrative Fee	$ 400.00

I: Non-Equipment Charges & Credits (*I.e.: Ext. Warranty, Trade-In, Delivery, etc.)*

Freight	$ 2,907.67	x	3	$ 8,723.01	
Extedned Warranty Coverage (6/150)	$ 4,785.00	x	3	$ 14,355.00	
Extended Engine & Aftertreatment Warranty Coverage (6/150)	$ 1,175.00	x	3	$ 3,525.00	
					$ 26,603.01

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)	$ 512,450.01

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

October 9, 2023

Sent Via Email: krusec@rushenterprises.com

Colton Kruse
Rush Truck Center - Austin (Rush Truck Centers of Texas, L.P.)
555 IH 35 South Ste. 200
New Braunfels, TX 78130

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 723-23, Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Service

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of December 1, 2023, through November 30, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 723-23 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at 800-695-2919.

Sincerely,

Ava Benford, Cooperative Procurement Manager
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

October 9, 2023

Sent Via Email: krusec@rushenterprises.com

Colton Kruse
Rush Truck Center - Austin (Rush Truck Centers of Texas, L.P.)
555 IH 35 South Ste. 200
New Braunfels, TX 78130

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 723-23, Medium and Heavy Duty Trucks, Parts, and Maintenance Repair Service

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of December 1, 2023, through November 30, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 723-23 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

A list of National Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at 800-695-2919.

Sincerely,

Ava Benford, Cooperative Procurement Manager
Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021

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BuyBoard®
P.O. Box 400, Austin, Texas 78767
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PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Service	**Proposal Due Date/Opening Date and Time** August 24, 2023, at 4:00 PM
Proposal Invitation Number 723-23	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term December 1, 2023, through November 30, 2024, with two possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** October 2023

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Rush Truck Centers of Texas, LP
Name of Proposing Company

23 August 2023
Date

555 IH 35 South, Ste. 500
Street Address

DocuSigned by:
Robb Nixon
878FDE39520D49F...
Signature of Authorized Company Official

New Bruanfels, Texas 78130
City, State, Zip

Robb Nixon
Printed Name of Authorized Company Official

(830) 302-5260
Telephone Number of Authorized Company Official

Vice President
Position or Title of Authorized Company Official

Fax Number of Authorized Company Official

74-2786264
Federal ID Number

DocuSign Envelope ID: B1588BBC-0690-4955-990F-922D97CDAE7A

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PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer *must initial in the bottom right corner of each page* where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: DS RN

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5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☑ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

DS
RN

Initial: _____

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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☑ I certify that my company is a **Resident Proposer.**
☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☑ Yes ☐ No

Initial: DS RN

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NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

DS

Initial: RN

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NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. *(Please check (√) all that apply)*

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☑ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed a material breach of default under the Contract. **Initial:** DS KN

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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☑ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

DS
RN
Initial: _____

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VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below.
DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

DS
Initial: RN

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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☑ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

DS

Initial: KN

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B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☑ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

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EDGAR VENDOR CERTIFICATION
(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☑ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** DS RN

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3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

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6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☑ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: DS KN

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10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

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COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Rush Truck Centers of Texas, LP
Company Name

DocuSigned by:
Robb Nixon
878FDE39520D49F...
Signature of Authorized Company Official

Robb Nixon Vice President
Printed Name and Title

23 August 2023
Date

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PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:

_____

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☐ Corporation ☐ Limited Liability Company ☐ Partnership

☑ Other (Specify: Limited Partnership)

State of Incorporation (if applicable): RTC Texas isa Texas Limited Partnership

Federal Employer Identification Number: 74-2786264
*(Vendor must include a completed **IRS W-9** form with their Proposal)*

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

_____

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Rush Truck Centers of Texas, LP

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 34630

Requester's name and address (optional)

6 City, state, and ZIP code

San Antonio, TX 78265-4630

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

7	4	–	2	7	8	6	2	6	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Will Frey, Tax Mgr Date ▶ 5/22/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $**100,000,000.00**. (The period of the 12-month period is **January 2022** /**December 2022**). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N	N	
2. T-PASS (State of Texas)	N	N	
3. OMNIA Partners	N	N	
4. Sourcewell (NJPA)	Y	Y	HD/MD Truck/Part Sales
5. E&I Cooperative	N	N	
6. Houston-Galveston Area Council (HGAC)	Y	Y	HD/MD Truck/Part Sales
7. Choice Partners	N	N	
8. The Interlocal Purchasing System (TIPS)	N	N	
9. Other	Y	Y	HD/MD Truck/Part Sales

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 10 % **Proposed Discount (%):** 10%

Explanation: Standard discount is 10% but we have teh most aggressive pricing strategy with all the OEM's that we offer under the Buyboard Contract - All over 30% for truck pricing

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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	City of San Antonio	LD McGarity	(210) 207-2078	ld.mcgarity@sanantonio.gov	8%	$1.8 million
2.	City of Austin	Richard McHale	(512) 974-4301	richard.mchale@austintexas.gov	8%	$1.5 million
3.	City of Dallas	Tim Oliver	(214)_ 671-8222	timothy.oliver@dallascityhall.com	8%	$2.8 million
4.	City of El Paso	Jose Carillo	(915) 212-8019	carrillojx@elpasotexas.gov	8%	$1.1 million
5.	City of Las Cruces	Allen Navarro	(575) 541-2596	navarroa@las-cruces.org	8%	$1.5 million

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ☑ If YES, please explain:

_____

_____

_____

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal.** (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

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Exhibit F: Rush Truck Centers of Texas Company Profile

Rush Truck Centers of Texas, LP
Proposal No. 723-23
Company Profile

Rush Truck Centers of Texas, L.P. is a limited partnership formed in the state of Texas and is a wholly owned subsidiary of Rush Enterprises, Inc.

Rush Enterprises, formed in 1965, is a public company traded on NASDAQ under the symbols RUSHA and RUSHB. Rush Enterprises owns and operates the largest network of heavy- and medium-duty truck dealerships in the United States. It sells and services leading truck and bus manufacturers including Bluebird, Peterbilt, International, Ford, Isuzu, Hino, and IC Bus at over 200 locations across the United States and Canada with more than 30 dealerships in the state of Texas. Rush Enterprises has over 8,000 employees, with more than 1,700 in Texas.

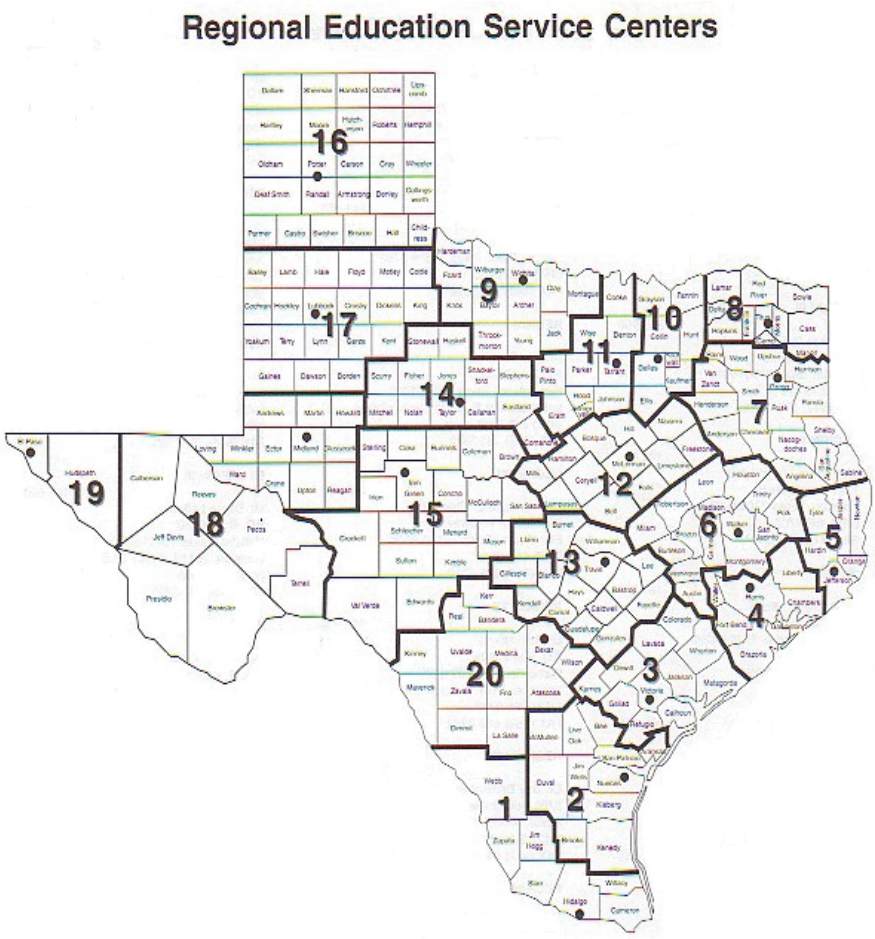
Rush Enterprises enjoys a reputation of providing quality commercial vehicles and professional automotive service through professionally staffed and managed operations. The professionals at Rush dealerships are trained by manufacturers and expert automotive consultants in all aspects of financing motor vehicle sales and providing valuable risk management services.

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TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you ***must*** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com *at least five (5) business days prior to the Proposal Due Date*.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), *you must so indicate on the form in the electronic proposal submission system.*



Region and Headquarters

1	Edinburg
2	Corpus Christi
3	Victoria
4	Houston
5	Beaumont
6	Huntsville
7	Kilgore
8	Mount Pleasant
9	Wichita Falls
10	Richardson
11	Fort Worth
12	Waco
13	Austin
14	Abilene
15	San Angelo
16	Amarillo
17	Lubbock
18	Midland
19	El Paso
20	San Antonio

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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, *you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com *at least five (5) business days prior to the Proposal Due Date.) By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- ✓ I will service all states in the United States.
- ▪ I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas -**Exclude Texas for International/Navistar**
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

Rush Truck Centers will provide Isuzu, Ford, Hino, Peterbilt in ALL states. Rush Truck Centers will provide International in all states except Texas.

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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.
7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

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8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Rush Truck Centers of Texas, LP Name of Vendor	723-23 Proposal Invitation Number
DocuSigned by: Robb Nixon 878FDE39520D49F... Signature of Authorized Company Official	Robb Nixon Printed Name of Authorized Company Official

23 August 2023
Date

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LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)

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Exhibit E: Rush Truck Centers Location Info

RUSH TRUCK CENTERS OF ALABAMA, INC.
FEIN: 72-1555639

Rush Truck Center, Mobile
5500 Linwood Steiner Road
Theodore, AL 36582 (Mobile County)
(251) 459-7300
(251) 459-7301 Fax

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RUSH TRUCK CENTERS OF ARIZONA, INC.
FEIN: 74-2927286

Rush Truck Center, Flagstaff
2620 East Huntington Drive
Flagstaff, AZ 86004 (Coconino County)
(928) 679-2900
(928) 679-2999 Fax

Rush Truck Center, Phoenix
9600 W. Roosevelt Street
Tolleson, AZ 85353 (Maricopa County)
(602) 422-8100
(602) 422-8175 Fax

Rush Truck Center, Phoenix East
440 East Juanita Avenue
Mesa, AZ 85204 (Maricopa County)
(623) 244-3910

Rush Truck Center, Tucson
755 E. 44th Street
Tucson, AZ 85713 (Pima County)
(520) 205-8500
(520) 205-8596 Fax

Rush Truck Center, Yuma
3382 East Gila Ridge Road
Yuma, AZ 85365 (Yuma County)
(928) 336-9700
(928) 336-9799 Fax

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RUSH TRUCK CENTERS OF ARKANSAS, INC.
FEIN: 87-2613210

Rush Truck Center, Jonesboro
5711 Commerce Square
Jonesboro, AR 72401 (Craighead County)
(870) 992-6001

Rush Truck Center, Lowell
807 S. Bloomington
Lowell, AR 72745 (Benton County)
(479) 770-1200
(479) 770-1250 Fax

Rush Truck Center, North Little Rock
11401 Diamond Drive
North Little Rock, AR 72117 (Benton County)
(501) 945-8400
(501) 945-8490 Fax

Rush Truck Center, Pine Bluff
4325 Highway 65 South
Pine Bluff, AR 71601 (Jefferson County)
(870) 536-4685
No Fax

Rush Truck Center, Russellville
143 State Road 331 N
Russellville, AR 72802 (Pope County)
(479) 967-4800
(479) 967-8022 Fax

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RUSH MD TRUCK CENTERS OF CALIFORNIA, INC.
FEIN: 83-2426170

Rush Truck Center, Ceres
1720 Herndon Road
Ceres, CA 95307-4421 (Stanislaus County)
(858) 586-2300
(858) 586-2398 Fax

RUSH TRUCK CENTERS OF CALIFORNIA, INC.
FEIN: 74-2786269

Rush Truck Center, Fontana
14490 Slover Avenue
Fontana, CA 92337 (San Bernardino County)
(909) 574-1600
(909) 823-3504 Fax

Rush Truck Center, Fontana Collision Center
10122 Elm Avenue
Fontana, CA 92335 (San Bernardino County)
(909) 350-3848
(909) 350-3858 Fax

Rush Truck Center, Fontana Medium Duty
15463 Valley Boulevard
Fontana, CA 92335 (San Bernardino County)
(909) 829-2200
(909) 829-2292 Fax

Rush Truck Center, Fontana Used Trucks
14315 Valley Boulevard
Fontana, CA 92335 (San Bernardino County)
(909) 770-5010
(909) 770-5019 Fax

Rush Truck Center, Fontana Vocational Service
14387 Slover Avenue
Fontana, CA 92337 (San Bernardino County)
(909) 302-5600
(909) 302-5686 Fax

Rush Truck Center, Long Beach
1059 – 251st Street
Harbor City, CA 90710 (Los Angeles County)
(424) 378-7050
(424) 378-7099 Fax

Rush Truck Center, Los Angeles
8830 East Slauson Avenue
Pico Rivera, CA 90660 (Los Angeles County)
(562) 566-1800
(562) 566-1894 Fax

Rush Truck Center, San Diego
8464 Miramar Road
San Diego, CA 92126 (San Diego County)
(858) 586-2300
(858) 586-2398 Fax

Rush Truck Center, San Diego
8508 Miramar Rd.
San Diego, CA 92126 (San Diego County)
(858) 586-2370
(858) 586-2394 Fax

Rush Truck Center, Sylmar
12985 West Foothill Boulevard
Sylmar, CA 91342 (Los Angeles County)
(818) 493-5900
(818) 593-5999 Fax

Rush Truck Center, Victorville
8205 Caliente Road
Hesperia, CA 92344 (San Bernadino County)
(760) 947-1293

Rush Truck Center, Whittier
2450 Kella Avenue
Whittier, CA 90601 (Los Angeles County)
(562) 551-5000
(562) 551-5097 Fax

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RUSH MD TRUCK CENTERS OF COLORADO, INC.
FEIN: 20-5060726

Rush Truck Center, Denver Medium Duty
6800 E. 50th Avenue
Commerce City, CO 80022 (Adams County)
(720) 508-7700
(720) 508-7799 Fax

RUSH TRUCK CENTERS OF COLORADO, INC.
FEIN: 74-2802813

Rush Truck Center, Colorado Springs
3550 New Nichols Heights
Colorado Springs, CO 80907 (El Paso County)
(719) 247-4900
(719) 247-4999 Fax

Rush Truck Center, Denver
6955 E. 50th Avenue
Commerce City, CO 80022 (Adams County)
(303) 291-6300
(303) 292-5377 Fax

Rush Truck Center, Greeley
26956 WCR 47
Greeley, CO 80631 (Weld County)
(970) 534-3900
(970) 534-3906 Fax

Rush Truck Center, Pueblo
2575 North Interstate 25
Pueblo, CO 81008 (Pueblo County)
(719) 404-5500
(719) 543-4411 Fax

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RUSH TRUCK CENTERS OF FLORIDA, INC.
FEIN: 06-1672108

Rush Truck Center, Haines City
915 Roberts Road
Haines City, FL 33844 (Polk County)
(863) 547-2000
(863) 547-2099 Fax

Rush Truck Center, Jacksonville
5175 W. Beaver Street
Jacksonville, FL 32254 (Duval County)
(904) 265-2300
(904) 265-2378 Fax

Rush Truck Center, Jacksonville East
11430 New Berlin Road
Jacksonville, FL 32226 (Duval County)
(904) 661-7900
(904) 661-7949 Fax

Rush Truck Center, Lake City
510 SW Arrowhead Terrace
Lake City, FL 32024 (Columbia County)
(386) 438-2300
(386) 438-2399 Fax

Rush Truck Center, Miami Northwest
12360 NW S. River Drive
Lake City, FL 33178 (Columbia County)
(386) 438-2300
(386) 438-2399 Fax

Rush Truck Center, Miami
1700 W. 8th Avenue
Hialeah, FL 33010 (Miami-Dade County)
(786) 812-7300
(786) 812-7349 Fax

Rush Truck Center, Orlando
1925 W. Princeton Street
Orlando, FL 32804 (Orange County)
(321) 221-2300
(321) 221-2408 Fax

Rush Truck Center, Orlando Light & Medium Duty
2350 Diversified Way
Orlando, FL 32804 (Orange County)
(407) 581-8000
(407) 581-8094 Fax

Rush Truck Center, Orlando North
2424 John Young Parkway
Orlando, FL 32804 (Orange County)
(407) 292-3515
(407) 292-3509 Fax

Rush Truck Center, Orlando South
9401 Bachman Road
Orlando, FL 32824 (Orange County)
(407) 403-5300
(407) 403-5349 Fax

Rush Truck Center, Tampa
8111 East Adamo Drive
Tampa, FL 33619 (Hillsborough County)
(813) 559-2300
(407) 292-3509 Fax

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RUSH TRUCK CENTERS OF GEORGIA, INC.
FEIN: 20-5202215

Rush Bus Center, Atlanta/Rush Truck Center, Atlanta Collision Center
1644 Market Drive SE
Atlanta, GA 30316 (DeKalb County)
(404) 212-5900
(404) 212-5903 Fax

Rush Truck Center, Atlanta
2560 Moreland Avenue
Atlanta, GA 30315 (DeKalb County)
(678) 420-7500
(678) 420-7694 Fax

Rush Truck Center, Augusta
2925 Gun Club Road
Augusta, GA 30907 (Richmond County)
(706) 842-2350
(706) 842-2399 Fax

Rush Truck Center, Columbus
1600 Box Road
Columbus, GA 31907 (Muscogee County)
(706) 780-7200
(706) 780-7249 Fax

Rush Truck Center, Doraville
2500 Button Gwinnett Drive
Atlanta, GA 30340 (Gwinnett County)
(678) 578-1600
(678) 578-1696 Fax

Rush Truck Center, Gainesville
2045 Atlas Circle
Gainesville, GA 30501 (Hall County)
(470) 248-7050
(470) 248-7069 Fax

Rush Truck Center, Macon
3069 Broadway
Macon, GA 31206 (Bibb County)
(478) 845-5800
(478) 845-5849 Fax

Rush Truck Center, Smyrna
2120 Atlanta Road SE
Smyrna, GA 30080 (Cobb County)
(678) 718-3000
(678) 718-3097 Fax

Rush Truck Center, Tifton
16 Union Industrial Way
Tifton, GA 31793 (Tift County)
(229) 472-5200
(229) 472-5249 Fax

Rush Truck Center, Valdosta
3640 Whitewater Road
Valdosta, GA 31601 (Richmond County)
(229) 474-6100
(229) 474-6149 Fax

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RUSH TRUCK CENTERS OF IDAHO, INC.
FEIN: 27-2220954

Rush Int'l Truck Center, Boise
770 W. Amity Road
Boise, ID 83705 (Ada County)
(208) 401-2200
(208) 345-4618 Fax

Rush Int'l Truck Center, Idaho Falls
4060 West Andco Drive
Idaho Falls, ID 83402 (Bonneville County)
(208) 656-6900
(208) 656-6949 Fax

Rush Int'l Truck Center, Lewiston
529 22nd Street North
Lewiston, ID 83501 (Nez Perce County)
(208) 748-7100
(208) 746-1356

Rush Int'l Truck Center, Twin Falls
537 Arlen Drive
Jerome, ID 83338 (Jerome County)
(208) 732-7800
(208) 733-9421 Fax

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RUSH TRUCK CENTERS OF ILLINOIS, INC.
FEIN: 46-3230887

Rush Truck Center, Bloomington
2116 North Main Street
Normal, IL 61761 (McLean County)
(309) 205-7100
(309) 454-1934 Fax

Rush Truck Center, Carol Stream
575 St. Paul Boulevard
Carol Stream, IL 60188 (DuPage County)
(630) 614-7435
(630) 614-7445 Fax

Rush Truck Center, Champaign
309 W. Hensley Road
Champaign, IL 61822 (Champaign County)
(217) 298-5000
(217) 352-0490 Fax

Rush Truck Center, Chicago
4655 South Central Avenue
Chicago, IL 60638 (Cook County)
(708) 295-5800
(708) 796-7530 Fax

Rush Truck Center, Effingham
1701 West Fayette Road
Effingham, IL 62401 (Effingham County)
(217) 540-8000
(217) 540-8199 Fax

Rush Truck Center, Elk Grove
700 E. Devon Avenue
Elk Grove Village, IL 60007-5243 (Cook County)
(847) 437-8900
(847) 437-9181 Fax

Rush Truck Center, Huntley
11816 S. Illinois Route 47
Huntley, IL 60142 (McHenry County)
(847) 802-5800
(847) 802-5897 Fax

Rush Truck Center, Joliet
103 South Larkin Avenue
Joliet, IL 60436 (Will County)
(815) 553-8300
(815) 553-8399 Fax

Rush Truck Center, Quincy
601 North 4th Street
Quincy, IL 62301 (Adams County)
(217) 641-4400
(217) 222-0973 Fax

Rush Truck Center, Springfield
3441 Gatlin Drive
Springfield, IL 62707 (Sangamon County)
(217) 718-2200
(217) 718-2298 Fax

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RUSH TRUCK CENTERS OF INDIANA, INC.
FEIN: 46-3704282

Rush Truck Center, Gary
1440 Texas Street
Gary, IN 46402 (Lake County)
(219) 240-2300
(219) 240-2399 Fax

Rush Truck Center, Indianapolis
1325 West Thompson Road
Indianapolis, IN 46217 (Marion County)
(317) 677-9200
(317) 787-7978 Fax

RUSH TRUCK CENTERS OF KANSAS, INC.
FEIN: 46-2839183

Rush Truck Center, Olathe
11525 S. Rogers Road
Olathe, KS 66062 (Johnson County)
(913) 815-2400
(913) 696-1800 Fax

Rush Truck Center, Salina
1944A North 9th Street
Salina, KS 67401 (Saline County)
(913) 815-2400
(913) 696-1800 Fax

Rush Truck Center, Topeka
500 SE 10th Avenue
Topeka, KS 66607 (Shawnee County)
(785) 235-8711
(785) 246-5454 Fax

Rush Truck Center, Wichita
5549 N. Chuzy Drive
Park City, KS 67219 (Sedgwick County)
(316) 262-8413
(316) 262-4712 Fax

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RUSH TRUCK CENTERS OF KENTUCKY, INC.

FEIN: 47-4987209

Rush Truck Center, Bowling Green
251 New Porter Pike Road
Bowling Green, KY 42103 (Warren County)
(270) 936-7000
(270) 936-7099 Fax

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RUSH TRUCK CENTERS OF MISSOURI, INC.
FEIN: 46-2846715

Rush Truck Center, Cape Girardeau
403 Rambler Drive
Scott City, MO 63780 (Cape Girardeau County)
(573) 334-5221
(573) 334-5184 Fax

Rush Truck Center, Jefferson City
1722 Southridge Drive
Jefferson City, MO 65109 (Jasper County)
(573) 636-2133 / Fax

Rush Truck Center, Joplin
2800 Davis Boulevard
Joplin, MO 64804 (Jasper County)
(417) 781-2766
(417) 781-0248 Fax

Rush Truck Center, Kansas City
7700 NE 38th Street
Kansas City, MO 64161 (Clay County)
(816) 455-1833
(816) 452-2510 Fax

Rush Truck Center, Kansas City Used Trucks
1475 North Corrington Avenue
Kansas City, MO 64120 (Clay County)
(816) 455-1833
(816) 452-2510 Fax

Rush Truck Center, St. Joseph
5906 Mitchell Avenue
St. Joseph, MO 64507 (Buchanan County)
(816) 233-5688
(816) 233-5699 Fax

Rush Truck Center, St. Louis
3701 Chouteau Avenue
St. Louis, MO 63110
(314) 449-7200
(314) 449-7298 Fax

Rush Truck Center, St. Peters
8050 Veterans Memorial Parkway
St. Peters, MO 63376 (St. Peters County)
(636) 385-7100

Rush Truck Center, Sedalia
4701 S. Limit Avenue
Sedalia, MO 65301 (Pettis County)
(660) 827-3735
(660) 826-9471 Fax

Rush Truck Center, Springfield
2635 E. Diamond Street
Springfield, MO 65803
(417) 869-1551
(417) 865-1873 Fax

Rush Truck Center, West Plains
205 E. Trish Knight Street
West Plains, MO 65775
(417) 256-2155
(417) 256-1142 Fax

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RUSH TRUCK CENTERS OF NEVADA, INC.
FEIN: 47-4680797

Rush Truck Center, Las Vegas
4120 Donovan Way
North Las Vegas, NV 89030 (Clark County)
(702) 970-5000
(702) 970-5089 Fax

RUSH TRUCK CENTERS OF NEW MEXICO, INC.
FEIN: 74-2927284

Rush Truck Center, Albuquerque
6521 Hanover Road NW
Albuquerque, NM 87121 (Bernalillo County)
(505) 839-3600
(505) 839-3697 Fax

Rush Truck Center, Farmington
1111 Madison Lane
Farmington, NM 84701 (San Juan County)
(505) 599-8900
(505) 599-8999 Fax

Rush Truck Center, Las Cruces
Las Cruces, NM 88005 (Dona Ana County)
(575) 528-5400
(575) 528-5429 Fax

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RUSH TRUCK CENTERS OF NORTH CAROLINA, INC.
FEIN: 26-1919040

Rush Truck Center, Asheville
15 Patton Cove Road
Swannanoa, NC 28778 (Buncombe County)
(828) 365-3600
(828) 365-3649 Fax

Rush Int'l Truck Center, Charlotte
3510 Jeff Adams Drive
Charlotte, NC 28206 (Mecklenburg County)
(704) 596-3500
(704) 598-9437 Fax

Rush Truck Center, Charlotte Collision Center
1333 Ameron Drive
Charlotte, NC 28206 (Mecklenburg County)
(704) 597-9990
(704) 444-8095 Fax

Rush Truck Center, Hickory
2340 US Highway 70 SW
Hickory, NC 28602 (Catawba County)
(828) 449-2700
(828) 449-2747 Fax

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RUSH TRUCK CENTERS OF OHIO, INC.
FEIN: 46-1123337

Rush Truck Center, Akron
2697 Gilchrist Road
Akron, OH 44305 (Summit County)
(234) 231-7600
(234) 231-7699 Fax

Rush Truck Center, Cincinnati
11775 Highway Drive
Cincinnati, OH 45241 (Hamilton County)
(513) 372-8800
(513) 372-8899 Fax

Rush Truck Center, Cleveland
12970 Snow Road
Parma, OH 44130 (Cuyahoga County)
(440) 482-4000
(440) 482-4199 Fax

Rush Truck Center, Columbus
3950 Parkwest Drive
Columbus, OH 43228 (Franklin County)
(614) 541-4500
(614) 541-4675 Fax

Rush Truck Center, Dayton
7655 Poe Avenue
Dayton, OH 45414 (Montgomery County)
(937) 280-2300
(937) 280-2399 Fax

Rush Truck Center, Lima
2655 St. Johns Road
Lima, OH 45804 (Allen County)
(567) 418-7200
(567) 418-7249 Fax

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RUSH TRUCK CENTERS OF OKLAHOMA, INC.
FEIN: 74-2786271

Rush Truck Center, Ardmore
2100 Cooper Drive
Ardmore, OK 73401 (Carter County)
(580) 224-3900
(580) 224-3989 Fax

Rush Truck Center, Oklahoma City
8700 West I-40
Oklahoma City, OK 73128 (Oklahoma County)
(405) 782-3500
(405) 917-4409 Fax

Rush Truck Center, Tulsa
6015 S. 49th West Avenue
Tulsa, OK 74107 (Tulsa County)
(918) 447-2800
(918) 447-3749 Fax

Perfection Equipment
5100 W Reno Ave
Oklahoma City, OK 73127 (Oklahoma County)
(405) 917-4400

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RUSH TRUCK CENTERS OF TENNESSEE, INC.
FEIN: 02-0732653

Rush Truck Center, Memphis
1710 E. Brooks Road
Memphis, TN 38116 (Shelby County)
(901) 345-6275
(901) 396-3746 Fax

Rush Truck Center, Memphis Used Trucks
1650 E. Brooks Road
Memphis, TN 38116 (Shelby County)
(901) 969-8500
(901) 969-8499 Fax

Rush Truck Center, Memphis Collision Center
700 S. BB King Boulevard
Memphis, TN 38126-3111 (Shelby County)
(901) 527-5654 / No Fax

Rush Truck Center, Nashville
900 Expo Drive
Smyrna, TN 37167 (Rutherford County)
(615) 220-7600
(615) 220-7625 Fax

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RUSH TRUCK CENTERS OF TEXAS, LP
FEIN: 74-2786264

Rush Truck Center, Abilene
326 North Access Road I-20
Tye, TX 79563 (Taylor County)
(325) 795-4600
(325) 692-0954 Fax

Rush Truck Center, Amarillo
8000 I-40 East, Exit 74
Amarillo, TX 79118 (Potter County)
(806) 731-6600
(806) 731-6699 Fax

Rush Truck Center, Austin
16870 S. IH 35
Buda, TX 78610 (Hayes County)
(512) 523-3200
(512) 523-3137 Fax

Rush Truck Center, Austin North
1307 Smith Road
Austin, TX 78721-3503 (Travis County)

Rush Truck Center, Beaumont
6975 S. Major Drive
Beaumont, TX 77705 (Jefferson County)
(409) 812-2100
(409) 812-2199 Fax

Rush Truck Center, Brownsville
5994 E. Padre Island Highway
Brownsville, TX 78521 (Cameron County)
(956) 435-7500
(956) 435-7549 Fax

Rush Bus Center, Arlington
1900 E. Division Street
Arlington, TX 76011-7814 (Tarrant County)
(214) 884-1700 / No Fax

Rush Truck Center, College Station
2801 North Earl Rudder Freeway
Bryan, TX 77803-5193 (Brazos County)
(979) 307-6200
(979) 307-6249 Fax

Rush Truck Center, Corpus Christi
3001 IH 69 Access Road
Robstown, TX 78380 (Nueces County)
(361) 726-4800
(361) 726-4860 Fax

Rush Truck Center, Cotulla
2189 N. Intestate 35
Cotulla, TX 78014 (La Salle County)
(956) 764-1470
(956) 879-4516 Fax

Rush Truck Center, Dalhart
1117 Highway 87 South
Dalhart, TX 79022 (Dallam County)
(806) 884-2100
(806) 884-2119 Fax

Rush Truck Center, Dallas
515 North Loop 12
Irving, TX 75061 (Dallas County)
(469) 706-5200
(469) 706-5494 Fax

Rush Truck Center, Dallas Light & Medium Duty
4000 Irving Boulevard
Dallas, TX 75247 (Dallas County)
(214) 678-5900
(214) 678-5999 Fax

Rush Truck Center, Dallas Medium Duty
4200 Irving Boulevard
Dallas, TX 75247 (Dallas County)
(214) 624-9100
(214) 624-9199 Fax

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Rush Truck Center, Dallas South
Hutchins, TX 75141 (Dallas County)
(469) 949-7000

Rush Truck Center, El Paso
12253 Gateway West
El Paso, TX 79936 (El Paso County)
(915) 775-6300
(915) 772-4117 Fax

Rush Truck Center, Fort Worth
1480 NE Loop 820
Fort Worth, TX 76106 (Tarrant County)
(817) 740-4900
(817) 740-4999 Fax

Rush Truck Center, Houston
10200 North Loop East
Houston, TX 77029 (Harris County)
(832) 690-5000
(832) 690-5239 Fax

Rush Truck Center, Houston
10100 North Loop East
Houston, TX 77029 (Harris County)
(832) 547-2100
(832) 547-2199 Fax

Rush Truck Center, Houston Medium Duty
8401 East Freeway
Houston, TX 77029 (Harris County)
(832) 690-5850
(713) 673-1309 Fax

Rush Truck Center, Houston Northwest
6949 Fairbanks North Houston Road
Houston, TX 77040 (Harris County)
(346) 203-5100
(346) 203-5199 Fax

Rush Truck Center, Sealy
4606 NE I-10 Frontage Road
Sealy, TX 77474 (Austin County)
(979) 256-4930
(979) 877-0229 Fax

Rush Truck Center, Laredo
10216 Union Pacific Boulevard
Laredo, TX 78045 (Webb County)
(956) 764-1900
(956) 717-1709 Fax

Rush Truck Center, Lubbock
4515 Avenue A
Lubbock, TX 79404 (Lubbock County)
(956) 686-3600
(806) 747-4171 Fax

Rush Truck Center, Lufkin
3901 N. Medford Drive
Lufkin, TX 75901 (Angelina County)
(936) 630-2500
(936) 630-2599 Fax

Rush Truck Center, Odessa
7450 E. IH 20 Frontage Road
Odessa, TX 79766 (Midland County)
(432) 214-8600
(432) 214-8699 Fax

Rush Truck Center, Pharr
4700 N. Cage Boulevard
Pharr, TX 78577 (Hidalgo County)
(956) 784-7900
(956) 782-8822 Fax

Rush Truck Center, San Antonio
8922 IH-10 East
Converse, TX 78109-5174 (Bexar County)
(210) 901-7100
(210) 901-7275 Fax

Rush Truck Center, Texarkana
1931 N. Kings Highway
Nash, TX 75569 (Bowie County)
(903) 838-5750
(903) 838-8754 Fax

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Rush Truck Center, Tyler
11042 Highway 69N
Tyler, TX 75706 (Smith County)
(903) 617-2500
(903) 617-2599 Fax

Rush Truck Center, Victoria
4501 US Highway 59 North
Victoria, TX 77905-5500 (Victoria County)
(361) 333-7100
(361) 333-7149 Fax

Rush Truck Center, Waco
1247 Sun Valley Road
Robinson, TX 76706 (McLennan County)
(254) 662-7900
(254) 662-7999 Fax

Rush Truck Center, Wichita Falls
2401 Central Freeway East
Wichita Falls, TX (Wichita County)
(940) 322-7845
(940) 767-8362 Fax

Custom Vehicle Solutions
3500 Airport Road
Denton, TX 76207 (Denton County)
(940) 222-4300
(940) 222-4319 Fax

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RUSH TRUCK CENTERS OF UTAH, INC.
FEIN: 27-2220850

Rush Int'l Truck Center, Farr West/Ogden
1050 North 2000 West
Farr West, UT 84404 (Weber County)
(801) 564-6600
(801) 394-9572 Fax

Rush Int'l Truck Center, St. George
1406 East 3950 South
St. George, UT 84790 (Washington County)
(435) 414-2700
(435) 352-9490 Fax

Rush Int'l Truck Center, Salt Lake City
964 South 3800 West
Salt Lake City, UT 84104 (Salt Lake County)
(801) 972-5320
(801) 972-7180 Fax

Rush Int'l Truck Center, Springville
195 North 2000 West
Springville, UT 84663 (Utah County)
(801) 704-8500
(801) 491-2231 Fax

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RUSH TRUCK CENTERS OF VIRGINIA, INC.
FEIN: 46-3282023

Rush Truck Center, Chester
1521 West Hundred Road
Chester, VA 23836 (Chesterfield County)
(804) 414-3200
(804) 414-0219

Rush Truck Center, Richmond
11525 North Lakeridge Parkway
Ashland, VA 23005 (Hanover County)
(804) 309-4500
(804) 309-4595 Fax

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P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

N/A Rush Truck Cetners of Texas, LP is a Dealer

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip Code

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* **(*attach W-9)**

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P.O. Box 400, Austin, Texas 78767
800.695.2919 • blds@buyboard.com • buyboard.com

PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Rush Truck Cetners of Texas, LP - 24 years; Rush Enterprises, Inc. (parent company) 54 years

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Colton Kruse will be managing the contract and has over 12 years of experience. We have a full marketing and accounting departments that manage over 100 locations with professional sales staff. Your members and Buyboard staff will have complete access to me and the team

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

Rush Truck Center is more than a dealer network, we will be your members premier transportation solutions provider. We have a very diverse marketing team and will implement a very aggressive marketing strategy utilizing strategi intent. This will consist of interactive advertising, email campaigns, confereces, as well as face to face visits wby all our stores to oyou members coast to coast. With over 120 locations, no once can match our networks reach and scale. We will offer you members an integrated, once-stop approach to the service and sales of all of our products. Since 1965 we have earned our reputation for excellence, fiarness, positive attitude and solutions that excee expectations. That's why we can say with confidence; when it comes to transportation solutions - no other vendor can offer your members more value!!

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4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

see attached

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

see attached

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

see attached

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

see attached

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Exhibit D: Proposal Invitation Questionnaire – Selected Responses

Rush Truck Centers of Texas, LP

Proposal No. 723-23

Question 4:

Rush Truck Centers of Texas, L.P. is a limited partnership formed in the state of Texas. Rush Truck Centers of Texas, L.P. has two partners: Rushtex, Inc. (a Delaware corporation) is the General Partner and Rushco, Inc. (a Delaware corporation) is the Limited Partner. Rushtex, Inc. and Rushco, Inc. are wholly owned subsidiaries of Rush Enterprises, Inc.

Rush Enterprises, formed in 1965, is a public company traded on NASDAQ under the symbols RUSHA and RUSHB. Rush Enterprises owns and operates the largest network of heavy- and medium-duty truck dealerships in the United States. It sells and services leading truck and bus manufacturers including Bluebird, Peterbilt, International, Ford, Isuzu, Hino, and IC Bus at over 200 locations across the United States and Canada with more than 30 dealerships in the state of Texas. Rush Enterprises has over 8,000 employees, with more than 1,700 in Texas.

Rush Enterprises enjoys a reputation of providing quality commercial vehicles and professional automotive service through professionally staffed and managed operations. The professionals at Rush dealerships are trained by manufacturers and expert automotive consultants in all aspects of financing motor vehicle sales and providing valuable risk management services.

As of March 31, 2023, Rush Enterprises had cash and cash equivalents on its balance sheet of over $200 million dollars and as of June 23, 2023, Rush Enterprises' market cap was over $3 billion dollars. Additional financial information for Rush Enterprises can be found here: http://investor.rushenterprises.com/results.cfm.

Rush has standard liability insurance coverage with an umbrella policy providing Rush commercial liability coverage in excess of $10 million dollars. Rush is bonded, with a bonding capacity in excess of $30 million. Rush has never been a party to a bankruptcy, receivership or insolvency proceeding.

Question 5:

No

Questions 6 and 7:

Over the past 10 years Rush Enterprises, Inc., and its subsidiaries, including Rush Truck Centers of Texas, LP, have sold billions of dollars of commercial vehicles, commercial vehicle parts and commercials vehicle services to thousands of customers and has employed thousands of workers. As would be expected with a business of this size, over this period, Rush has been involved in civil litigation and other business disputes arising in the ordinary course of its business. However, none of these matters had, or is expected to have, a material effect on Rush's financial condition or ongoing operations.

Exhibit A: Payment Terms

Payment terms (other than payment on delivery) must be approved, in advance, by Stacyee Disney. Stacyee can be reached at (830) 302-5607 or StacyeeD@RushEnterprises.com. Note: Per item 6(b) on p. 67, payment is due in accordance with the Texas Payment is Prompt Payment Act (Chapter 2251 of the Texas Government Code), which is essentially net 30 or net 45 day payment terms (depending on how often the member's governing body meets – if they only meet once a month or less, it's net 45).

If deferred payment terms are offered, a Rush GOVT-MUNICIPAL NOTICE of Security Interest form must be provided to a customer buying under the Buy Board contract at the time of the quote. Please also include a copy of the attached with your response. It does NOT need to be signed but please be sure to keep a copy with the dealer folder as a record that the notification was provided.

Exhibit B: Notice Regarding Security Interest and Payment of Purchase Price

1. BMO Harris Bank N.A. or Navistar Capital (collectively, "Bank") financed or will finance the acquisition of each vehicle that Rush Enterprises, Inc. and its subsidiaries ("Rush") will in turn sell to you on deferred payment terms ("Vehicle"). Bank's agreement with Rush requires that Bank's security interest in each Vehicle continue until Bank receives the full amount that Bank financed for such Vehicle. Based on that agreement, your purchase of a Vehicle will be subject to Bank's prior, unrelinquished security interest, which will continue until Bank receives the total amount that Bank financed for such Vehicle.

2. By written notice to you, Bank may require you to pay the purchase price for Vehicles directly to Bank. If you pay any portion of the purchase price for a Vehicle directly to Bank, Rush will credit such payment(s) against the amount you owe to Rush.

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VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: Rush Truck Centers of Texas, LP

DocuSigned by:
Robb Nixon
878FDE39520D49F...

Signature of Vendor Authorized Representative

Printed Name: Robb Nixon

Title: Vice President

Date: 23 August 2023

(*For Cooperative Administrator Use Only)*

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

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THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 1

Proposal Invitation No. 723-23
Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Service

The following addendum is issued to Proposal Invitation No. 723-23, Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Service and shall become a permanent part of the Proposal Invitation document:

PROPOSAL SPEICIFICATION SUMMARY

The Proposal Specification Summary for base model medium and heavy-duty trucks have either been added, revised, and/or updated. In addition, the corresponding line items in the electronic proposal submission system have been added, revised, and/or updated to align with the Proposal Specification Summary.

Please sign and return one copy of this Addendum with your proposal as verification of your receipt and compliance with the information contained in this Addendum.

Company Name: **Rush Truck Centers of Texas, LP**

Address: **555 IH-35 South Ste. 500 New Braunfels, Texas 78130**

Signature of Authorized Company Official: DocuSigned by: Robb Myers 878FDE39520D49F... Title: **Vice President**

Telephone Number: **(830) 302-5260** Date: **23 August 2023**

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REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☑ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☑ Reviewed/Completed: **Proposal Acknowledgements**
☑ Reviewed/Completed: **Felony Conviction Disclosure**
☑ Reviewed/Completed: **Resident/Nonresident Certification**
☑ Reviewed/Completed: **Debarment Certification**
☑ Reviewed/Completed: **Vendor Employment Certification**
☑ Reviewed/Completed: **No Boycott Verification**
☑ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☑ Reviewed/Completed: **Historically Underutilized Business Certification**
☑ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☑ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☑ Reviewed/Completed: **Deviation and Compliance**
☑ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☑ Reviewed/Completed: **Confidential/Proprietary Information**
☑ Reviewed/Completed: **EDGAR Vendor Certification**
☑ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☑ Reviewed/Completed: **Vendor Business Name**
☑ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☑ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☑ Reviewed/Completed: **Governmental References**
☑ Reviewed/Completed: **Company Profile**
☑ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☑ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☑ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☑ Reviewed/Completed: **Local/Authorized Seller Listings**
☑ Reviewed/Completed: **Manufacturer Dealer Designation**
☑ Reviewed/Completed: **Proposal Invitation Questionnaire**
☑ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*

☑ Reviewed/Completed: **Proposal Specifications, Manufacturer Authorization Letters, Franchise Motor Vehicle Dealer Certificate from Texas or other state Department of Motor Vehicles, Applicable Dealer License, and Vehicle Options List** *with discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.*

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PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

***PROPOSAL NOTE 1*:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

***PROPOSAL NOTE 2*:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

***PROPOSAL NOTE 3*:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase.

***PROPOSAL NOTE 4*:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Section 1: Autocar Vehicles

1. Base Model Price for **Autocar ACX 4x2** - Medium Duty, Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins L9 350 HP with Allison 3000 RDS, 5 speed transmission, complete with all manufacturer's standard equipment.
2. Base Model Price for **Autocar ACMD 4x2** - Medium Duty, Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins ISB 200 HP with Allison 3000 RDS transmission, complete with all manufacturer's standard equipment.
3. Base Model Price for **Autocar ACX 6x4** - Medium Duty, Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins L9 350 HP with Allison 3000 RDS transmission, complete with manufacturer's standard equipment.
4. Base Model Price **for Autocar ACMD 6x4** - Medium Duty, Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins L9 300 HP with Allison 3000 RDS, 6 speed transmission, complete with manufacturer's standard equipment.
5. Base Model Price for **Autocar DC-64R** - Heavy Duty, Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins L9 300 HP with Allison 3000 RDS, 6 speed transmission, complete with manufacturer's standard equipment.

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Section 2: Autocar Model Vehicles OPTIONAL EQUIPMENT and PARTS

6. Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
7. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
8. Discount (%) off **Original Equipment Manufacturer (OEM) Parts.**
9. Discount (%) off **Extended Service Maintenance Agreements.**
10. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Section 3: Autocar Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

11. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
12. **Not to Exceed** hourly labor rate for Paint and Body Repair.
13. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

Section 4: Battle Motors Vehicles

14. Base Model Price for **Battle Motors Low Narrow Tilt – Diesel -** Heavy Duty, Low Entry Tilt Cab, Class 6, 7, and 8, GVWR 26,000 - 66,000 lbs., Cummins B6.7, 200-380 HP engine, Allison 3000 RDS transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.
15. Base Model Price for **Battle Motors Low Narrow Tilt II – Diesel** - Heavy Duty, Low Entry Tilt Cab, Class 7 and 8, GVWR 46,000 - 72,000 lbs., Cummins L9, 300 - 430 HP engine, Allison 3000 RDS transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.
16. Base Model Price for **Battle Motors Low Narrow Tilt II Crew Cab – Diesel** - Heavy Duty, Low Entry Tilt Crew Cab, Class 6 - 8, GVWR 46,000 - 72,000 lbs., Cummins L9, 300 - 430 HP engine, Allison 3500 RDS transmission, front axle 20,000lbs, tandem rear axle 40,000lbs, complete with all manufacturer's standard equipment.
17. Base Model Price for **Battle Motors Low Entry Tilt II – CNG** - Heavy Duty, Low Entry Tilt Cab, Class 7 and 8, GVWR 46,000 - 72,000 lbs., Cummins L9, 300 - 430 HP engine, Allison 3000 RDS transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.
18. Base Model Price for **Battle Motors Low Narrow Tilt – Electric** - Heavy Duty, Low Entry Tilt Cab, Class 6 - 8, GVWR 26,000 - 54,000lbs, BorgWarner Cascadia Motion HVH410-150, 500 HP, Direct Drive transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.
19. Base Model Price for **Battle Motors Low Narrow Tilt II – Electric** - Heavy Duty, Low Entry Tilt Cab, Class 6 - 8, GVWR 33,000 - 72,000lbs, BorgWarner Cascadia Motion HVH410-150, 500 HP, Two Speed Powershift transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.

Section 5: Battle Motors Model Vehicles OPTIONAL EQUIPMENT and PARTS

20. Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
21. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
22. Discount (%) off **Original Equipment Manufacturer (OEM) Parts.**
23. Discount (%) off **Extended Service Maintenance Agreements.**
24. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Section 6: Battle Motors Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

25. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
26. **Not to Exceed** hourly labor rate for Paint and Body Repair.
27. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

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Section 7: Chevrolet Vehicles

28. Base Model Price for **Chevrolet 4500HD** – Regular cab, Duramax 6.6L turbo diesel V8 engine optimized for medium duty applications, 350 horsepower and 700 lb.-ft. of torque, multiple Allison 6-speed close-ratio transmissions with double overdrive, complete with all manufacturer's standard equipment.
29. Base Model Price for **Chevrolet 5500HD** – Regular cab, Duramax 6.6L turbo diesel V8 engine optimized for medium duty applications, 350 horsepower and 700 lb.-ft. of torque, multiple Allison 6-speed close-ratio transmissions with double overdrive, complete with all manufacturer's standard equipment.
30. Base Model Price for **Chevrolet 6500HD** – Regular cab, Duramax 6.6L turbo diesel V8 engine optimized for medium duty applications, 350 horsepower and 700 lb.-ft. of torque, multiple Allison 6-speed close-ratio transmissions with double overdrive, complete with all manufacturer's standard equipment.
31. Base Model Price for **Chevrolet LCF 3500** – Low cab forward, regular cab, 6.6L V8 gasoline engine, 6-speed automatic transmission with double overdrive, 350 horsepower and 425 lb.-ft. of torque, complete with all manufacturer's standard equipment.
32. Base Model Price for **Chevrolet LCF 4500** – Low cab forward, regular cab, 6.6L V8 gasoline engine, 6-speed automatic transmission with double overdrive, 350 horsepower and 425 lb.-ft. of torque, complete with all manufacturer's standard equipment.
33. Base Model Price for **Chevrolet LCF 4500HD** – Low cab forward, regular cab, 5.2L turbocharged I-4 diesel engine, 6-speed automatic transmission with double overdrive and Power Take-Off (PTO) capability, 215 horsepower and 425 lb.-ft. of torque, complete with all manufacturer's standard equipment.
34. Base Model Price for **Chevrolet LCF 4500XD** – Low cab forward, regular cab, 5.2L turbocharged I-4 diesel engine, 6-speed automatic transmission with double overdrive and Power Take-Off (PTO) capability, 215 horsepower and 425 lb.-ft. of torque, complete with all manufacturer's standard equipment.
35. Base Model Price for **Chevrolet LCF 5500HD** – Low cab forward, regular cab, 5.2L turbocharged I-4 diesel engine, 6-speed automatic transmission with double overdrive and Power Take-Off (PTO) capability, 215 horsepower and 425 lb.-ft. of torque, complete with all manufacturer's standard equipment.
36. Base Model Price for **Chevrolet LCF 5500XD** – Low cab forward, regular cab, 5.2L turbocharged I-4 diesel engine, 6-speed automatic transmission with double overdrive and Power Take-Off (PTO) capability, 215 horsepower and 425 lb.-ft. of torque, complete with all manufacturer's standard equipment.
37. Base Model Price for **Chevrolet LCF 6500XD** – Low cab forward, regular cab, 6.7L Cummins turbo diesel engine, Allison 2550 Rugged Duty Series 6-speed automatic transmission with double overdrive and Standard Integrated Power Take-Off (PTO) capability, 260 horsepower and 660 lb.-ft. of torque, complete with all manufacturer's standard equipment.
38. Base Model Price for **Chevrolet LCF 7500XD** – Low cab forward, regular cab, 6.7L Cummins turbo diesel engine, Allison 2500 Rugged Duty Series 6-speed automatic transmission with double overdrive and Standard Integrated Power Take-Off (PTO) capability, 260 horsepower and 660 lb.-ft. of torque, complete with all manufacturer's standard equipment.

Section 8: Chevrolet Model Vehicles OPTIONAL EQUIPMENT and PARTS

39. Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
40. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
41. Discount (%) off **Original Equipment Manufacturer (OEM) Parts.**
42. Discount (%) off **Extended Service Maintenance Agreements.**
43. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Section 9: Chevrolet Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

44. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
45. **Not to Exceed** hourly labor rate for Paint and Body Repair.
46. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

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Section 10: Dodge Ram Vehicles

47. Base Model Price for **Ram Tradesman 4500 Chassis Regular Cab** – 6.4L V8, 6-speed automatic, gasoline engine, 370HP, complete with all manufacturer's standard equipment.
48. Base Model Price for **Ram Tradesman 4500 Chassis Crew Cab** – 6.4L V8, 6-speed automatic, gasoline engine, 370HP, complete with all manufacturer's standard equipment.
49. Base Model Price for **Ram Tradesman 5500 Chassis Regular Cab** – 6.4L V8, 6-speed automatic, gasoline engine, 370HP, complete with all manufacturer's standard equipment.
50. Base Model Price for **Ram Tradesman 5500 Chassis Crew Cab** – 6.4L V8, 6-speed automatic, gasoline engine, 370HP, complete with all manufacturer's standard equipment.

Section 11: Dodge Ram Model Vehicles OPTIONAL EQUIPMENT and PARTS

51. Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
52. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
53. Discount (%) off **Original Equipment Manufacturer (OEM) Parts.**
54. Discount (%) off **Extended Service Maintenance Agreements.**
55. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Section 12: Dodge Ram Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

56. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
57. **Not to Exceed** hourly labor rate for Paint and Body Repair.
58. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

Section 13: Ford Vehicles

59. Base Model Price for **Ford F-650 SD Pro Loader Chassis Cab** - Regular Cab, 7.3L V8 gasoline engine, 335HP, 6-speed automatic with double overdrive, complete with all manufacturer's standard equipment.
60. Base Model Price for **Ford F-650 SD Pro Loader Chassis Cab** - Regular Cab, 6.7L V8 turbo diesel engine, 300HP, TorqShift HD 10-speed automatic with double overdrive, complete with all manufacturer's standard equipment.
61. Base Model Price for Ford **F-650 SD Straight Frame Chassis Cab** - Regular Cab, 7.3L V8 gasoline engine, 335HP, 6-speed automatic with double overdrive, complete with all manufacturer's standard equipment.
62. Base Model Price for **Ford F-650 SD Straight Frame Chassis Cab** - Regular Cab, 6.7L V8 turbo diesel engine, 300HP, TorqShift HD 10-speed automatic with double overdrive, complete with all manufacturer's standard equipment.
63. Base Model Price for **Ford F-750 SD Straight Frame Chassis Cab** - Regular Cab, 7.3L V8 gasoline engine, 335HP, 6-speed automatic with double overdrive, complete with all manufacturer's standard equipment.
64. Base Model Price for **Ford F-750 SD Straight Frame Chassis Cab** - Regular Cab, 6.7L V8 turbo diesel engine, 300HP, TorqShift HD 10-speed automatic with double overdrive, complete with all manufacturer's standard equipment.

Section 14: Ford Model Vehicles OPTIONAL EQUIPMENT and PARTS

65. Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
66. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
67. Discount (%) off **Original Equipment Manufacturer (OEM) Parts.**
68. Discount (%) off **Extended Service Maintenance Agreements.**
69. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Section 15: Ford Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

70. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
71. **Not to Exceed** hourly labor rate for Paint and Body Repair.
72. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

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Section 16: Freightliner Vehicles

73. Base Model Price for **Freightliner Model M2-106 -** Medium Duty, Cab, Class 6 - 8; Cab and chassis, 66,000# GVW, Eaton 6 speed transmission, 200 HP, front axle 6,000lbs, rear axle 13,000lbs, complete with all manufacturer's standard equipment.
74. Base Model Price for **Freightliner Model 108SD -** Heavy Duty, Cab, Class 7/8, Cab and chassis, 3169,000# GVW, Eaton 9 speed transmission, 520 - 1250 HP, front axle 10,000lbs, rear axle 21,000lbs, complete with all manufacturer's standard equipment.
75. Base Model Price for **Freightliner Model M2-112 -** Heavy Duty, Cab, Class 7/8, and chassis, 52,000# GVW, Detroit DD13 260 - 525 HP at 1625 RPM, Eaton 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.
76. Base Model Price for **Freightliner Model M2-112 Natural Gas -** Heavy Duty, Cab, Class 7/8, and chassis, 66,000# GVW, Detroit DD13 250 - 320 HP at 1625 RPM, Eaton 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.
77. Base Model Price for **Freightliner Model Cascadia 125 -** Heavy Duty, Class 8, Cab and chassis, 52,000# GVW, Detroit DD15 350 - 615 HP at 1625 RPM, Eaton FR-15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.
78. Base Model Price for **Freightliner Model Natural Gas -** Heavy Duty, Class 8, Cab and chassis, 60,600# GVW, Detroit DD15 400 HP at 1625 RPM, Eaton FR-15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.
79. Base Model Price for **Freightliner Model 114SD -** Heavy Duty, Class 7/8, Cab and chassis, 92,000# GVW, Detroit DD13 260 - 525 HP at 1625 RPM, Eaton FR15210B, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.
80. Base Model Price for **Freightliner Model 114SD Natural Gas -** Heavy Duty, Class 7/8, Cab and chassis, 62,000# GVW, Detroit DD13 260 - 400 HP at 1625 RPM, Eaton FR15210B, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.
81. Base Model Price for **Freightliner Model eCascadia -** Heavy Duty, Class 8, Cab and chassis, 82,000# GVW, Detroit DD15425 HP (317 kW), Eaton FR-15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.
82. Base Model Price for **Freightliner Model eM2 -** Medium Duty, Cab, Class 6/7, Typical Range 180 - 250 Miles, Cab and chassis, 26,000 - 33,000# GVW, Class 6 Continuous Horsepower, front axle 6,000lbs, rear axle 13,000lbs, complete with all manufacturer's standard equipment.
83. Base Model Price for **Freightliner Model EconicSD -** Heavy Duty, Class 8, Cab and chassis, Detroit DDS HP 350, Allison Automatic 3000 series 6-speed, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.

Section 17: Freightliner Model Vehicles OPTIONAL EQUIPMENT and PARTS

84. Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
85. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
86. Discount (%) off **Original Equipment Manufacturer (OEM) Parts.**
87. Discount (%) off **Extended Service Maintenance Agreements.**
88. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Section 18: Freightliner Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

89. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
90. **Not to Exceed** hourly labor rate for Paint and Body Repair.
91. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

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Section 19: Hino Vehicles

92. Base Model Price for **Hino L7 -** Medium Duty, Conventional Cab, 33,000 GVWR, BBC - 108", Engine: Cummins B6.7L, 260 hp at 2,500 rpm, complete with all manufacturer's standard equipment.
93. Base Model Price for **Hino L6** - Medium Duty, Conventional Cab, 23,000-25,950 GVWR, BBC - 108", Engine: Cummins B6.7L, 260 hp at 2,500 rpm, complete with all manufacturer's standard equipment.
94. Base Model Price for **Hino XL** - Medium Duty, Conventional Cab, 33,000 GVWR, BBC - 108", Engine: Cummins L9, 360 hp at 2,500 rpm, complete with all manufacturer's standard equipment.
95. Base Model Price for **Hino XL** - Medium Duty, Conventional Cab, 34,200-66,000 GVWR, BBC - 108", Engine: Cummins L9, 360 hp at 2,500 rpm, complete with all manufacturer's standard equipment.

Section 20: Hino Model Vehicles OPTIONAL EQUIPMENT and PARTS

96. Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
97. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
98. Discount (%) off **Original Equipment Manufacturer (OEM) Parts.**
99. Discount (%) off **Extended Service Maintenance Agreements.**
100. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Section 21: Hino Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

101. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
102. **Not to Exceed** hourly labor rate for Paint and Body Repair.
103. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

Section 22: International Vehicles

104. Base Model Price for **International HV507 4x4 -** Severe Duty, Class 6-7, Cummins B6.7 200 hp,10,000 front axle, 17,500 rear axle, air brakes, 6 speed transmission, complete with all manufacturer's standard equipment.
105. Base Model Price for **International HV607 6x4** - Severe Duty, Class 8, Cummins L9 260 hp, 10,000# front axle,40,000# rear axle, 10 speed transmission, air brakes, complete with all manufacturer's standard equipment.
106. Base Model Price for **International MV607 4x2** - Medium Duty, Class 6-7, Cummins B6.7 200 hp, 8000# front axle, hydraulic brakes, 17,500# rear axle, 6 speed transmission, complete with all manufacturer's standard equipment.
107. Base Model Price for **International HV613** - Severe Duty, Class 6-7, International A26 450 hp, 16,000# front axle, 40,000# rear axle, 6 speed transmission, air brakes, complete with all manufacturer's standard equipment.
108. Base Model Price for **International HV607 4x2** - Severe Duty, Class 6-7, Cummins B6.7 200 hp, 10,000# front axle, 17,500# rear axle, 6 speed transmission, air brakes, complete with all manufacturer's standard equipment.
109. Base Model Price for **International MV60E - Electric**, complete with all manufacturer's standard equipment.
110. Base Model Price for **International Lonestar** - Heavy Duty, Class 8, Cummins X15 565 565 565 hp, 18 speed transmission, 13,200# front axle, 40,000# rear axle, air brakes, complete with all manufacturer's standard equipment.
111. Base Model Price for **International HX520** - Severe Duty, Class 8, Cummins X15 565 hp, 18 speed transmission, 14,600# front axle, 46,000# rear axle, air brakes, complete with all manufacturer's standard equipment.
112. Base Model Price for **International HX615 -** Severe Duty, Class 8, International A26 430 hp, 6 speed transmission, 20,000# front axle, 46,000# rear axle, air brakes, complete with all manufacturer's standard equipment.
113. Base Model Price for **International HX620 6x4** - Heavy Duty, Class 8, Cummins X15 450 hp, 10 speed transmission, 12,000# front axle, 40,000# rear axle, air brakes, complete with all manufacturer's standard equipment.
114. Base Model Price for **International LT625 6x4** - Heavy Duty, Class 8, International A26 410 hp, 10 speed transmission, 12,000# front axle, 40,000# rear axle, air brakes, complete with all manufacturer's standard equipment.
115. Base Model Price for **International HV513 4x2** - Heavy Duty, Class 8, International A26 365 hp, 12,000# front axle, 23,000# rear axle, air brakes, 10 speed transmission, complete with all manufacturer's standard equipment.
116. Base Model Price for **International RH613 4x2** - Heavy Duty, Class 8, International A26 370 hp, 12,000# front axle, 23,000# rear axle, 10 speed, air brakes, complete with all manufacturer's standard equipment.
117. Base Model Price for **International CV515** - Medium Duty, Class 4-5, International 6.6 350 hp, Allison automatic,6000# front axle, 10,000# rear axle, hydraulic brakes, complete with all manufacturer's standard equipment.

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Section 23: International Model Vehicles OPTIONAL EQUIPMENT and PARTS

118. Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
119. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
120. Discount (%) off **Original Equipment Manufacturer (OEM) Parts.**
121. Discount (%) off **Extended Service Maintenance Agreements.**
122. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Section 24: International Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

123. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
124. **Not to Exceed** hourly labor rate for Paint and Body Repair.
125. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

Section 25: Isuzu Vehicles

126. Base Model Price for **Isuzu Cabover NPR** - Medium Duty, Class 3, Standard Cab, 12,000 GVWR, 6.6L GenV, 8-Cylinder gasoline engine, complete with all manufacturer's standard equipment.
127. Base Model Price for **Isuzu Cabover FTR** - Heavy Duty, Class 6, Standard Cab, 25,950 GVWR, Cummins B6.7L Diesel engine, complete with all manufacturer's standard equipment.
128. Base Model Price for **Isuzu Cabover FVR** - Heavy Duty, Class 7, Standard Cab, 33,000 GVWR, Cummins B6.7L Diesel engine 260, complete with all manufacturer's standard equipment.
129. Base Model Price for **Isuzu Cabover N-Series EV** - 235 miles of range both AC and DC fast charging, 19,500-pound GVWR for powerful Class 5**,** complete with all manufacturer's standard equipment.
130. Base Model Price for **Isuzu Cabover NPR-HD** - 14,500 GVWR, 5.2L I4 Turbocharged engine, complete with all manufacturer's standard equipment.
131. Base Model Price for **Isuzu Cabover NQR** - Medium Duty, Class 5, 17,950 GVWR, 6.6L GMPT L8T GENV, 8-Cylinder gasoline engine, complete with all manufacturer's standard equipment.

Section 26: Isuzu Model Vehicles OPTIONAL EQUIPMENT and PARTS

132. Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
133. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
134. Discount (%) off **Original Equipment Manufacturer (OEM) Parts.**
135. Discount (%) off **Extended Service Maintenance Agreements.**
136. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Section 27: Isuzu Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

137. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
138. **Not to Exceed** hourly labor rate for Paint and Body Repair.
139. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

Section 28: Kenworth Vehicles

140. Base Model Price for **Kenworth Model C500** - Heavy Duty, 150,000 lb. GVWR, Conventional Cab, Cummins ISX 15 Engine, complete with all manufacturer's standard equipment.
141. Base Model Price for **Kenworth Model T180** - Medium Duty, 19,000 lb. GVWR, Conventional Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.
142. Base Model Price for **Kenworth Model T280** - Medium Duty, 26,000 lb. GVWR, Conventional Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.
143. Base Model Price for **Kenworth Model T380** - Medium Duty, Class 7, 33,000 lb. GVWR, Conventional Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.
144. Base Model Price for **Kenworth Model T480** - Medium Duty, Class 8, 66,000 lb. GVWR, Conventional Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.

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145. Base Model Price for **Kenworth Model K270** - Medium Duty, Class 6, 26,000 lb. GVWR, COE Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.
146. Base Model Price for **Kenworth Model K270E** - Medium Duty, Class 6, 26,000 lb. GVWR, Hydraulic 55 Degree Tilting Steel Cab, HV2600, 355HP Emotor, Two PACCAR 700 CCA Batteries - 200 mile range, complete with all manufacturer's standard equipment.
147. Base Model Price for **Kenworth Model K370** - Medium Duty, Class 7, 33,000 lb. GVWR, Hydraulic 55 Degree Tilting Steel Cab, HV2600, 355HP Emotor, Two PACCAR 700 CCA Batterie, complete with all manufacturer's standard equipment.
148. Base Model Price for **Kenworth Model K370E** - Medium Duty, Class 7, 33,000 lb. GVWR, Hydraulic 55 Degree Tilting Steel Cab, HV2600, 355HP Emotor, Two PACCAR 700 CCA Batteries - 200 mile range, complete with all manufacturer's standard equipment.
149. Base Model Price for **Kenworth Model T680** - Heavy Duty, Class 8, 33,001+ lb. GVWR, Conventional Cab, PACCAR MX-13 Diesel Engine, complete with all manufacturer's standard equipment.
150. Base Model Price for **Kenworth Model T680 FCEV** - Heavy Duty, Class 8, 82,000 lbs Max GVWR, Conventional Cab, Toyota's 310kW Dual Motor Assembly/415 Hp and Gen 2 Dual Fuel Cell Module, 58.8 Kg Hydrogen Storage, 450 Miles of Range, complete with all manufacturer's standard equipment.
151. Base Model Price for **Kenworth Model T680E** - Heavy Duty, Class 8, Conventional Cab, 396 kWh battery, CCS1 DC Fast Charging, 150 Miles of Range, complete with all manufacturer's standard equipment.
152. Base Model Price for **Kenworth Model T800** - Heavy Duty, Class 8, 33,001+ lb. GVWR, Conventional Cab, PACCAR MX-13 Diesel Engine, complete with all manufacturer's standard equipment.
153. Base Model Price for **Kenworth Model T880** - Medium Duty, Class 8, 33,001+ lb. GVWR, Conventional Cab, PACCAR MX-13 Diesel Engine, complete with all manufacturer's standard equipment.
154. Base Model Price for **Kenworth Model W900L** - Heavy Duty, Class 8, 33,001+ lb. GVWR, Conventional Cab, Extended Hood, Cummins X15 Engine, complete with all manufacturer's standard equipment.
155. Base Model Price for **Kenworth Model W990** - Heavy Duty, Conventional Cab, PACCAR MX-13 Engine, complete with all manufacturer's standard equipment.

Section 29: Kenworth Model Vehicles OPTIONAL EQUIPMENT and PARTS

156. Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
157. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
158. Discount (%) off **Original Equipment Manufacturer (OEM) Parts.**
159. Discount (%) off **Extended Service Maintenance Agreements.**
160. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Section 30: Kenworth Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

161. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
162. **Not to Exceed** hourly labor rate for Paint and Body Repair.
163. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

Section 31: Mack Model Vehicles

164. Base Model Price for **Mack Granite -** Heavy Duty, Class 8, 35,000 - 92,000+ GVW, Mack MP7 engine, 325 - 505 HP, day cab, Eaton-Fuller Manual Transmission, front axle Mack UniMax Axles with Integrated Hub, Drive Axles Meritor "S" Cam Q-Plus Brakes, complete with all manufacturer's standard equipment.
165. Base Model Price for **Mack TERRAPRO** - Heavy Duty, Class 8, 35,000 - 81,000+ GVW, Mack MP7 engine, 325 - 505 HP, day cab, mDRIVE HD and XHD Transmission, front axle Mack UniMax, Drive Axles Mack C150/151 Series, complete with all manufacturer's standard equipment.
166. Base Model Price for **Mack LR -** Heavy Duty, Class 8, Low Entry Cabover, 43,000 - 72,000 GVW, Mack MP7 engine, 320-355 HP, Allison 4500 Series transmission, front axle Mack FXL20, rear axle Mack C150/151 Axle Carriers, complete with all manufacturer's standard equipment.

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167. Base Model Price for **Mack LR Electric -** Heavy Duty, Low Entry Cabover, 66,000 lbs GVWR, 2 AC motors with 400kW Peak (536 hp) & 334 kW (448 hp) continuous power, 4 NMC lithium-ion batteries, 600V, Up to 150kW charge power with max current of 200A, 550-750 volts charing system, Allison 4500 Series transmission, front axle Mack FXL20, rear axle Mack S462R, complete with all manufacturer's standard equipment.
168. Base Model Price for **Mack Pinnacle** - Heavy Duty, Class 8, 35,000 - 62,000 GVW, Mack MP8 engine, day cab, 415-505 HP, Maxitorque ES transmission, S38/40 Series Axle, complete with all manufacturer's standard equipment.
169. Base Model Price for **Mack MD Series -** Heavy Duty, Cummins B6.7 Engine, 220hp/600 lb. ft, Allison 2500HS 6-speed transmission, complete with all manufacturer's standard equipment.
170. Base Model Price for **Mack MD Electric -** Heavy Duty, Class 6, NMC Battery packs, CCS1 Charging, 140 miles (2 batteries) max range, 150 KWH battery capacity (2 batteries), 260 Peak HP, complete with all manufacturer's standard equipment.
171. Base Model Price for **Mack Anthem -** Heavy Duty, Class 8, 35,000 - 62,000 GVW, MP7 Engine, 415 - 505 HP, day cab, Eaton-Fuler transmission, complete with all manufacturer's standard equipment.

Section 32: Mack Model Vehicles OPTIONAL EQUIPMENT and PARTS

172. Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
173. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
174. Discount (%) off **Original Equipment Manufacturer (OEM) Parts.**
175. Discount (%) off **Extended Service Maintenance Agreements.**
176. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Section 33: Mack Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

177. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
178. **Not to Exceed** hourly labor rate for Paint and Body Repair.
179. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

Section 34: Mitsubushi Vehicles

180. Base Model Price for **Mitsubushi Cabover TV -** Heavy Duty, 33,500 GVW, 4-stroke cycle, water cooled direct injection, turbocharged diesel engine, G330-12K, Electronic-automated unsynchronized transmission, complete with all manufacturer's standard equipment.
181. Base Model Price for **Mitsubushi Cabover Canter -** Light Duty, 6,500 GVW, 4V21 engine, Synchromesh manual transmission, complete with all manufacturer's standard equipment.
182. Base Model Price for **Mitsubushi Cabover FA/FI** - Medium Duty, 9,600 GVW, Compression Ignition,4 Stroke, Direct injection, turbocharged diesel engine, MO36S6, Mechanical, 6 forward + 1 reverse transmission, complete with all manufacturer's standard equipment.
183. Base Model Price for **Mitsubishi Cabover Fighter -** Medium Duty, 7.5t GVW, 4V20 Intercooler Turbo engine, complete with all manufacturer's standard equipment.
184. Base Model Price for **Mitsubishi Cabover FJ -** Heavy Duty, 25,000 GVW, Compression Ignition, 4 Stroke, Direct Injection, turbocharged inter cooled engine, G85 Synchromesh type 6 Forward + 1 Reverse manual transmission, complete with all manufacturer's standard equipment.
185. Base Model Price for **Mitsubishi Cabover FO -** Heavy Duty, 31,000 Max GVW, 4-stroke cycle, water cooled direct injection, turbocharged diesel engine, 9-speed manual transmission, complete with all manufacturer's standard equipment.
186. Base Model Price for **Mitsubishi Cabover eCanter Electric** - Light Duty, GVW 6t Class, Standard cab, all electric, S Battery, complete with all manufacturer's standard equipment.

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Section 35: Mitsubishi Model Vehicles OPTIONAL EQUIPMENT and PARTS

187. Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
188. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
189. Discount (%) off **Original Equipment Manufacturer (OEM) Parts.**
190. Discount (%) off **Extended Service Maintenance Agreements.**
191. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Section 36: Mitsubishi Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

192. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
193. **Not to Exceed** hourly labor rate for Paint and Body Repair.
194. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

Section 37: Peterbilt Vehicles

195. Base Model Price for **Peterbilt Model 220** - Medium Duty, Cab over engine, Paccar PX7 engine, 220 HP, Allison 2500 HS transmission, 26,000 GVWR, front gross axle weight 12,000 lbs., rear gross axle weight 17,000-21,000 lbs., complete with all manufacturer's standard equipment.
196. Base Model Price for **Peterbilt Model 520 -** Heavy Duty, Cab over engine, Paccar PX9 350 HP, 3000 RDS transmission, 57.6" BBC, 33,000 GVWR, front gross axle weight 12,000-22000 lbs., rear gross axle weight 23,000-46- lbs., complete with all manufacturer's standard equipment.
197. Base Model Price for **Peterbilt Model 365** - Heavy Duty, Conventional cab, Paccar MX13, 455 HP, Fuller 10 transmission, front gross axle weight 12,000-22,000lbs, rear gross axle weight 21,000-70,000lbs, 33,000 GVWR, 115" BBC, complete with all manufacturer's standard equipment.
198. Base Model Price for **Peterbilt Model 367 -** Heavy Duty, Conventional cab, Paccar MX13, 455 HP, Fuller 10 transmission, front gross axle weight 12,000-22,000lbs, rear gross axle weight 21,000-70,000lbs, 52,000 GVWR, 123" BBC, complete with all manufacturer's standard equipment.
199. Base Model Price for **Peterbilt Model 389 -** Heavy Duty Conventional cab, Paccar MX-13 engine, 455 HP, Fuller 10 speed transmission, front gross axle weight 12,000 lbs., rear gross axle weight 38,000 lbs., 50,000 GVWR, 123" BBC, complete with all manufacturer's standard equipment.
200. Base Model Price for **Peterbilt Model 589** - Heavy Duty, Engine PACCAR MX-13, Transmissions PACCAR TX-12, Front Axle PACCAR, Dana, Meritor, Rear Axle PACCAR, Dana, Meritor, complete with all manufacturer's standard equipment.
201. Base Model Price for **Peterbilt Model 548** - Medium Duty, Transmission PACCAR 8-Speed Automatic Transmission, Front Axle PACCAR 20K, Rear Axle All Current Carry Over, Rear Suspension Single Drive: 13.5k – 31k, complete with all manufacturer's standard equipment.
202. Base Model Price for **Peterbilt Model 567** - Medium Duty, Conventional Aero cab vocational unit, Paccar MX13 engine, 455 HP, Fuller 10 speed transmission, front gross axle weight 12,000-22,000 lbs., rear gross axle weight 21,000-70,000 lbs., 33,000 and up GVWR, 115" BBC, complete with all manufacturer's standard equipment.
203. Base Model Price for **Peterbilt Model 537** - Medium Duty, Transmission PACCAR 8-Speed Automatic Transmission, Front Axle PACCAR 20K, Rear Axle All Current Carry Over, Rear Suspension Single Drive: 13.5k – 31k, complete with all manufacturer's standard equipment.
204. Base Model Price for **Peterbilt Model 536 -** Medium Duty, Transmission PACCAR 8-Speed Automatic Transmission, Front Axle PACCAR 20K, Rear Axle All Current Carry Over, Rear Suspension Single Drive: 13.5k – 31k, complete with all manufacturer's standard equipment.
205. Base Model Price for **Peterbilt Model 535** - Medium Duty, Transmission PACCAR 8-Speed Automatic Transmission, Front Axle PACCAR 20K, Rear Axle All Current Carry Over, Rear Suspension Single Drive: 13.5k – 31k, complete with all manufacturer's standard equipment.
206. Base Model Price for **Peterbilt Model 579** - Heavy Duty, Aero cab, Paccar MX-13 engine, 455 HP, Paccar 12-Speed Auto transmission, front gross axle weight 12,000-20,000 lbs., rear gross axle weight 38,000-46,000 lbs., 50,000 GVWR, 117" BBC, complete with all manufacturer's standard equipment.

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Section 38: Peterbilt Model Vehicles OPTIONAL EQUIPMENT and PARTS

207. Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
208. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
209. Discount (%) off **Original Equipment Manufacturer (OEM) Parts.**
210. Discount (%) off **Extended Service Maintenance Agreements.**
211. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Section 39: Peterbilt Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

212. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
213. **Not to Exceed** hourly labor rate for Paint and Body Repair.
214. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

Section 40: Volvo Vehicles

215. Base Model Price for **Volvo VNL -** Heavy Duty, 122.4" BBC, 50,000 GVW, Fuller 10 speed transmission, D13 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.
216. Base Model Price for **Volvo VNX** - Heavy Duty 122.4" BBC, 50,000 GVW, Fuller 10 speed transmission, D13 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.
217. Base Model Price for **Volvo VNR** - Heavy Duty 113" BBC, 33,000 GVW, Fuller 10 speed transmission, D11 engine, conventional cab, single axle, complete with all manufacturer's standard equipment.
218. Base Model Price for **Volvo VNR Electric -** Up to 230 miles, Up to 33,000 GVW, Local distribution and regional transportation with planned routes and frequent stops. Including food and beverage and other short driving cycle services, complete with all manufacturer's standard equipment.
219. Base Model Price for **Volvo VAH -** Heavy Duty 113.6" Daycab designed to provide outstanding performance for urban deliveries. Volvo D11 325-425 hp 1250-1550 lb.- ft. Volvo I-Shift - 12 speed Eaton - 10 speed, complete with all manufacturer's standard equipment.
220. Base Model Price for **Volvo VHD** - Heavy Duty Volvo D11 325-425 hp 1250-1550 lb-ft. Volvo D13 405-500 hp 1450-1900 lb-ft, complete with all manufacturer's standard equipment.

Section 41: Volvo Model Vehicles OPTIONAL EQUIPMENT and PARTS

221. Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
222. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
223. Discount (%) off **Original Equipment Manufacturer (OEM) Parts.**
224. Discount (%) off **Extended Service Maintenance Agreements.**
225. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Section 42: Volvo Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

226. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
227. **Not to Exceed** hourly labor rate for Paint and Body Repair.
228. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

Section 43: Western Star Vehicles

229. Base Model Price for **Western Star 47X** - Medium Duty, Engine Displacement 9L to 13L Horsepower/ Torque 260/860 to 525/1,850, complete with all manufacturer's standard equipment.
230. Base Model Price for **Western Star 49X** - Medium Duty, Engine Displacement 12L to 16L Horsepower/ Torque 350/1,350 to 605/2,050 complete with all manufacturer's standard equipment.
231. Base Model Price for **Western Star 57X** - Heavy Duty, Engine Detroit DD13 Gen 5 370-525 HP, 1250-1850 lb.-ft, Transmission Detroit DT12 Direct and Overdrive AMT, complete with all manufacturer's standard equipment.

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Section 44: Western Star Model Vehicles OPTIONAL EQUIPMENT and PARTS

232. Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
233. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
234. Discount (%) off **Original Equipment Manufacturer (OEM) Parts.**
235. Discount (%) off **Extended Service Maintenance Agreements.**
236. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Section 45: Western Star Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

237. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
238. **Not to Exceed** hourly labor rate for Paint and Body Repair.
239. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

Rush Truck Center - Austin Information

Contact:	Colton Kruse
Address:	16870 IH 35 South Buda, TX 78610
Phone:	(830) 302-5200 x5219
Fax:	(512) 295-5081
Toll Free:	(888) 243-6241
Email:	krusec@rushenterprises.com
Web Address:	www.rushtruckcenters.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Colton Kruse
Signature

krusec@rushenterprises.com
Email

Submitted at 8/24/2023 02:27:57 PM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 723-23, Medium and Heavy Duty Trucks, Parts, and Maintenance Repair Service

Executed Proposal No. 723-23.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

Manufacturer Authorization Letter(s)

Executed Peterbilt Authorization Letter.pdf

REQUIRED-Upload Manufacturer Authorization Letter(s) in PDF format. Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment proposed. Proposer's responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the Texas regions and/or states in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Franchise Motor Vehicle Dealer Certificate(s) and/or Dealer License(s)

Dealer License (Peterbilt-Hino-Isuzu) 06.23.22-08.31.24.pdf

In PDF format, upload Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Catalog/Pricelist for OEM Options and Equipment

Isuzu Options Page -- 723-23.pdf

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist for Third Party Options (not OEM) and Equipment

Third Party Option List 723-23.pdf

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist for Original Equipment Manufacturer (OEM) Parts *No response*

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed Parts and Service Details.pdf

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Company Profile Exhibit F - Rush Truck Centers Company Profile.pdf

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification Exhibit G - RTC TX_fw9_Rev Oct2018_signed.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Response Attachments

Exhibit A - Payment Terms.pdf

Payment Terms

Exhibit B - Security Interest and Payment of Purchase Price.pdf

Security Interest and Payment of Purchase Price

Exhibit C - Rush Limited Warranty.pdf

Rush Limited Warranty

Exhibit D - Proposal Invitation Questionnaire -- Selected Responses.pdf

Proposal Invitation Questionnaire -- Selected Responses

Exhibit E - Rush Truck Centers Location Info.pdf

Location Information

Exhibit H - RTC Texas (Nixon)_Signature Resolution (3).pdf

Rush Truck Centers of Texas Signature Resolution

Exhibit I - Dealer License (Dennis Eagle) 01.01.22-12.31.23 (rev).pdf

Dennis Eagle Dealer's License

Exhibit J - Dealer License (International) 02.18.16-03.31.24.pdf

International Dealer's License

Exhibit K - Dealer License (Ford) 07.15.22-07.31.24.pdf

Ford Dealer's License

Exhibit L - Executed Isuzu Authorization Letter.pdf

Isuzu Authorization Letter

Exhibit M - Executed Hino Authorization Letter.pdf

Hino Authorization Letter

Exhibit N - Executed Ford Authorization Letter.pdf

Ford Authorization Letter

TX Buyboard Navistar Approval.pdf

Navistar Authorization Letter

Line 126--NPR.pdf

Line 126--NPR

Line 127--FTR.pdf

Line 127--FTR

Line 128--FVR.pdf

Line 128--FVR

Line 130--NPR-HD.pdf

Line 130--NPR-HD

Line 131--NQR.pdf

Line 131--NQR

Line 249--NPR Crew - Gas.pdf

Line 249--NPR Crew - Gas

Line 250--NPR-HD Crew - Gas.pdf

Line 250--NPR-HD Crew - Gas

LIne 251--NPR-HD Crew - Gas.pdf

LIne 251--NPR-HD Crew - Gas

Line 252--NQR Crew - Gas.pdf

Line 252--NQR Crew - Gas

Line 253--NPR-XD Std. - Diesel.pdf

Line 253--NPR-XD Std. - Diesel

Line 254--NPR-XD Crew - Diesel.pdf

Line 254--NPR-XD Crew - Diesel

Line 255--NRR Std. - Gas.pdf

Line 255--NRR Std. - Gas

Line 256--NRR Crew - Gas.pdf

Line 256--NRR Crew - Gas

Line 257--NRR Std. - Gas.pdf

Line 257--NRR Std. - Gas

Line 258--NRR Crew - Diesel.pdf

Line 258--NRR Crew - Diesel

Line 259--NQR Std. - Diesel.pdf

Line 259--NQR Std. - Diesel

Line 260--NQR Crew - Diesel.pdf

Line 260--NQR Crew - Diesel

Line 261--FVR - 25950.pdf

Line 261--FVR - 25950

Line 262--FVR 25,950.pdf

Line 262--FVR 25,950

Line 263--NPR-HD Crew - Diesel.pdf

Line 263--NPR-HD Crew - Diesel

L7 - BB.pdf

Line 92--L7

L6 - BB.pdf

Line 93--L6

XL7 33,000 GVWR - BB.pdf

Line 94--XL7

XL8 34,200 GVWR - BB.pdf

Line 95--XL8

M4 - BB.pdf

Line 247--M4

M5 - BB.pdf

Line 248--M5

L6 23k - BB.pdf

Line 246--L6

F6B - BB.pdf

Line 59--F6B

F6E - BB.pdf

Line 60--F6E

F6A - BB.pdf

Line 61--F6A

F6D - BB.pdf

Line 62--F6D

F7A - BB.pdf

Line 63--F7A

F7D - BB.pdf

Line 64--F7D

Peterbilt 220.pdf

Line 195--Pete 220

Peterbilt 520.pdf

Line 196--Pete 520

Peterbilt 365.pdf

Line 197--Pete 365

Peterbilt 367.pdf

Line 198--Pete 367

Peterbilt 389.pdf

Line 199--Pete 389

Peterbilt 589.pdf

Line 200--Pete 589

Peterbilt 548.pdf

Line 201--Pete 548

Peterbilt 567.pdf

Line 202--Pete 567

Peterbilt 537.pdf

Line 203--Pete 537

Peterbilt 536.pdf

Line 204--Pete 536

Peterbilt 535.pdf

Line 205--Pete 535

Peterbilt 579.pdf

Line 206--Pete 579

OEM Published Option Disclosure.pdf

OEM Published Option Disclosure

Executed Addendum-No-1-for-723-23.pdf

Executed Addendum 1

Line 104--International HV 507.pdf

Line 104--International HV 507

Line 105--International HV607.pdf

Line 105--International HV607

Line 106--International MV607.pdf

Line 106--International MV607

Line 108--International HV607 4x2.pdf

Line 108--International HV607 4x2

Line 114--International LT625.pdf

Line 114--International LT625

LIne 115--International HV513.pdf

LIne 115--International HV513

Line 116--International RH613.pdf

Line 116--International RH613

Line 117--International CV515.pdf

Line 117--International CV515

Bid Attributes

1	**Federal Identification Number** Federal Identification Number 74-2786264
2	**HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification** HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

3 **No Israel Boycott Certification**

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

4 **No Excluded Nation or Foreign Terrorist Organization Certification**

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

5 **MWBE/HUB Status Certification**

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

6 **Minority Owned Business**

Minority Owned Business

☐ *Minority Owned Business*

7 **Women Owned Business**

Women Owned Business

☐ *Women Owned Business*

8 **Service-Disabled Veteran Owned Business**

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

☐ *Service-Disabled Veteran Owned Business*

9	**Certification Number** Certification Number *No response*
10	**Name of Certifying Agency** Certifying Agency *No response*
11	**Non-MWBE/HUB** My company has NOT been certified as a MWBE/HUB ☑ Non-HUB
12	**Vendor General Contact Information** Proposal/Contract General Contact Information
13	**Vendor Proposal/Contract Contact Name** Vendor Proposal/Contract Contact Name Colton Kruse
14	**Vendor Proposal/Contract Contact E-mail Address** Vendor Proposal/Contract Contact E-mail Address krusec@rushenterprises.com
15	**Vendor Proposal/Contract Mailing Address** Vendor Proposal/Contract Mailing Address 555 IH 35 South Ste. 200
16	**Vendor Proposal/Contact Mailing Address - City** Vendor Proposal/Contact Mailing Address - City New Braunfels
17	**Vendor Proposal/Contact Mailing Address - State** Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name) TX
18	**Vendor Proposal/Contact Mailing Address - Zip Code** Vendor Proposal/Contact Mailing Address - Zip Code 78130
19	**Vendor Proposal/Contact Phone Number** Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx) 830-302-5200
20	**Vendor Proposal/Contact Extension Number** Vendor Proposal/Contact Extension Number 5219

21 **Company Website**

Company Website (www.XXXXX.com)

www.rushtruckcenters.com

22 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

Yes

23 **Purchase Order E-mail Address**

Purchase Order E-mail Address

krusec@rushenterprises.com

24 **Purchase Order Contact Name**

Purchase Order Contact Name

Colton Kruse

25 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

(830) 302-5219

26 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

5219

27 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

munisales@rushenterprises.com

28 **Alternate Purchase Order Contact Name**

Alternate Purchase Order Contact Name

No response

29 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

No response

30 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

31 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Yes

32 **Request for Quotes (RFQ)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

33 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

munisales@rushenterprises.com

34 **Request for Quote (RFQ) Contact Name**

Request for Quote (RFQ) Contact Name

Colton Kruse

35 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

(830) 302-5200

36 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

5219

37 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

No response

38 **Alternate Request for Quote (RFQ) Contact Name**

Alternate Request for Quote (RFQ) Contact Name

No response

39 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

No response

40 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

No response

41 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

42 **Invoices**

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Service fee invoices and notices direct to company

43 **Invoice Company Name**

Invoice Company Name

Rush Truck Centers of Texas, LP

44 **Invoice Company Department Name**

Invoice Company Department Name

Sales

45 **Invoice Contact Name**

Invoice Contact Name

Colton Kruse

46 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

555 IH 35 South Ste. 200

47 **Invoice Mailing Address - City**

Invoice Mailing Address - City

New Braunfels

48 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

TX

49 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

78130

50 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

830-302-5219

51 **Invoice Contact Extension Number**

Invoice Contact Extension Number

No response

52 **Invoice Contact Fax Number**

Invoice Contact Fax Number (xxx-xxx-xxxx)

No response

53 **Invoice Contact E-mail Address**

Invoice Contact E-mail

munisales@rushenterprises.com

54 **Invoice Contact Alternate E-mail Address**

Invoice Contact Alternate E-mail Address

krusec@rushenterprises.com

55 **Billing Agent Company Name**

Billing Agent Company Name

No response

56 **Billing Agent Department Name**

Billing Agent Department Name

No response

57 **Billing Agent Contact Name**

Billing Agent Contact Name

No response

58 **Billing Agent Mailing Address**

Billing Agent Mailing Address (P.O. Box or Street Address)

No response

59 **Billing Agent Mailing Address - City**

Billing Agent Mailing Address - City

No response

60 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

No response

61 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

No response

62 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

No response

63 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

No response

64 **Billing Agent Fax Number**

Billing Agent Fax Number

No response

65 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

No response

66 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

No response

67 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Common Carrier

68 **Payment Terms**

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

NET30 see Exhibit A: Payment Terms

69 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

No response

70 **State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

No response

71 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

72 **Credit Card Payments**

Are credit card payments acceptable to your company?

Yes

73 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as “Texas Cooperative” in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

74 **Company Name**

Company Name

Rush Truck Centers of Texas, L

75 **Texas Regional Service Designation**

Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

I will serve all Regions of Texas

76 **Region 1**

Region 1 - Edinburg

☐ *Region 1*

77 **Region 2**

Region 2 - Corpus Christi

☐ *Region 2*

78 **Region 3**

Region 3 - Victoria

☐ *Region 3*

79 **Region 4**

Region 4 - Houston

☐ *Region 4*

80 **Region 5**

Region 5 - Beaumont

☐ *Region 5*

81 **Region 6**

Region 6 - Huntsville

☐ *Region 6*

82 **Region 7**

Region 7 - Kilgore

☐ *Region 7*

83	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8*
84	**Region 9** Region 9 - Wichita Falls ☐ *Region 9*
85	**Region 10** Region 10 - Richardson ☐ *Region 10*
86	**Region 11** Region 11 - Fort Worth ☐ *Region 11*
87	**Region 12** Region 12 - Waco ☐ *Region 12*
88	**Region 13** Region 13 - Austin ☐ *Region 13*
89	**Region 14** Region 14 - Abilene ☐ *Region 14*
90	**Region 15** Region 15 - San Angelo ☐ *Region 15*
91	**Region 16** Region 16 - Amarillo ☐ *Region 16*
92	**Region 17** Region 17 - Lubbock ☐ *Region 17*
93	**Region 18** Region 18 - Midland ☐ *Region 18*
94	**Region 19** Region 19 - El Paso ☐ *Region 19*

95 **Region 20**

Region 20 - San Antonio

☐ *Region 20*

96 **State Service Designation**

State Service Designation - Refer to Form in Proposal Invitation.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*

97 **Company Name**

Company Name

Rush Truck Centers of Texas,LP

98 **State Service Designation**

Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.

I will serve all states in the United States

99 **Alabama**

Alabama

☐ *Alabama*

100 **Alaska**

Alaska

☐ *Alaska*

101 **Arizona**

Arizona

☐ *Arizona*

102 **Arkansas**

Arkansas

☐ *Arkansas*

103 **California**

California (Public Contract Code 20118 & 20652)

☐ *California*

104	**Colorado** Colorado ☐ *Colorado*
105	**Connecticut** Connecticut ☐ *Connecticut*
106	**Delaware** Delaware ☐ *Delaware*
107	**District of Columbia** District of Columbia ☐ *District of Columbia*
108	**Florida** Florida ☐ *Florida*
109	**Georgia** Georgia ☐ *Georgia*
110	**Hawaii** Hawaii ☐ *Hawaii*
111	**Idaho** Idaho ☐ *Idaho*
112	**Illinois** Illinois ☐ *Illinois*
113	**Indiana** Indiana ☐ *Indiana*
114	**Iowa** Iowa ☐ *Iowa*
115	**Kansas** Kansas ☐ *Kansas*

116	**Kentucky** Kentucky ☐ *Kentucky*
117	**Louisiana** Louisiana ☐ *Louisiana*
118	**Maine** Maine ☐ *Maine*
119	**Maryland** Maryland ☐ *Maryland*
120	**Massachusetts** Massachusetts ☐ *Massachusetts*
121	**Michigan** Michigan ☐ *Michigan*
122	**Minnesota** Minnesota ☐ *Minnesota*
123	**Mississippi** Mississippi ☐ *Mississippi*
124	**Missouri** Missouri ☐ *Missouri*
125	**Montana** Montana ☐ *Montana*
126	**Nebraska** Nebraska ☐ *Nebraska*
127	**Nevada** Nevada ☐ *Nevada*

128	**New Hampshire** New Hampshire ☐ *New Hampshire*
129	**New Jersey** New Jersey ☐ *New Jersey*
130	**New Mexico** New Mexico ☐ *New Mexico*
131	**New York** New York ☐ *New York*
132	**North Carolina** North Carolina ☐ *North Carolina*
133	**North Dakota** North Dakota ☐ *North Dakota*
134	**Ohio** Ohio ☐ *Ohio*
135	**Oklahoma** Oklahoma ☐ *Oklahoma*
136	**Oregon** Oregon ☐ *Oregon*
137	**Pennsylvania** Pennsylvania ☐ *Pennsylvania*
138	**Rhode Island** Rhode Island ☐ *Rhode Island*
139	**South Carolina** South Carolina ☐ *South Carolina*

140	**South Dakota** South Dakota ☐ *South Dakota*
141	**Tennessee** Tennessee ☐ *Tennessee*
142	**Texas** Texas ☐ *Texas*
143	**Utah** Utah ☐ *Utah*
144	**Vermont** Vermont ☐ *Vermont*
145	**Virginia** Virginia ☐ *Virginia*
146	**Washington** Washington ☐ *Washington*
147	**West Virginia** West Virginia ☐ *West Virginia*
148	**Wisconsin** Wisconsin ☐ *Wisconsin*
149	**Wyoming** Wyoming ☐ *Wyoming*

Bid Lines

1	**Section I: Autocar Vehicles** Base Model Price for **Autocar ACX 4x2** - Medium Duty, Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins L9 350 HP with Allison 3000 RDS, 5 speed transmission, complete with all manufacturer's standard equipment. ***No Bid*** Manufacturer: *No response* Manufacturer #: *No response* Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

2	**Section I: Autocar Vehicles** Base Model Price for **Autocar ACMD 4x2** - Medium Duty, Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins ISB 200 HP with Allison 3000 RDS transmission, complete with all manufacturer's standard equipment. ***No Bid***

Manufacturer:	*No response*
Manufacturer #:	*No response*
Item Notes:	**PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

3	**Section I: Autocar Vehicles** Base Model Price for **Autocar ACX 6x4 -** Medium Duty, Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins L9 350 HP with Allison 3000 RDS transmission, complete with all manufacturer's standard equipment. ***No Bid***

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

4	**Section I: Autocar Vehicles** Base Model Price for **Autocar ACMD 6x4 -** Medium Duty, Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins L9 300 HP with Allison 3000 RDS, 6 speed transmission, complete with all manufacturer's standard equipment. ***No Bid***

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

5	**Section I: Autocar Vehicles** Base Model Price for **Autocar DC-64R -** Heavy Duty, Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins L9 300 HP with Allison 3000 RDS, 6 speed transmission, complete with all manufacturer's standard equipment. ***No Bid***

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

6 **Section 2: Autocar Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

7 **Section 2: Autocar Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

8 **Section 2: Autocar Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

9 **Section 2: Autocar Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Extended Service Maintenance Agreements.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

10 **Section 2: Autocar Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

11 **Section 3: Autocar Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

12 **Section 3: Autocar Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed hourly labor rate for Paint and Body Repair.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

13 **Section 3: Autocar Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity: 1 UOM: Per Mile Delivery Fee

No Bid

14

Section 4: Battle Motors Vehicles

Base Model Price for **Battle Motors Low Narrow Tilt (LNT) 4x2 – Diesel -** Heavy Duty, Low Narrow Tilt Cab, Class 6, 7, and 8, GVWR 26,000 - 66,000 lbs., Cummins B6.7, 200-380 HP engine, Allison 3000 RDS transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

15

Section 4: Battle Motors Vehicles

Base Model Price for **Battle Motors Low Entry Tilt 2 (LET2) 4x2 – Diesel** - Heavy Duty, Low Entry Tilt Cab, Class 7 and 8, GVWR 46,000 - 72,000 lbs., Cummins L9, 300 - 430 HP engine, Allison 3000 RDS transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

16

Section 4: Battle Motors Vehicles

Base Model Price for **Battle Motors Low Entry Tilt 2 (LET2 CC) Crew Cab 4x2 – Diesel** - Heavy Duty, Low Entry Tilt Crew Cab, Class 6 - 8, GVWR 46,000 - 72,000 lbs., Cummins L9, 300 - 430 HP engine, Allison 3500 RDS transmission, front axle 20,000lbs, tandem rear axle 40,000lbs, complete with all manufacturer's standard equipment

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

17

Section 4: Battle Motors Vehicles

Base Model Price for **Battle Motors Low Entry Tilt II (LET2) 4x2 – CNG** - Heavy Duty, Low Entry Tilt Cab, Class 7 and 8, GVWR 46,000 - 72,000 lbs., Cummins L9, 300 - 430 HP engine, Allison 3000 RDS transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

18

Section 4: Battle Motors Vehicles

Base Model Price for **Battle Motors Low Narrow Tilt (LNT) 4x2 – Electric** - Heavy Duty, Low Narrow Tilt Cab, Class 6 - 8, GVWR 26,000 - 54,000lbs, BorgWarner Cascadia Motion HVH410-150, 500 HP, Direct Drive transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

19	**Section 4: Battle Motors Vehicles** Base Model Price for **Battle Motors Low Entry Tilt II (LET2) 4x2 – Electric** - Heavy Duty, Low Entry Tilt Cab, Class 6-8, GVWR 33,000 - 72,000lbs, BorgWarner Cascadia Motion HVH410-150, 500 HP, Two Speed Powershift transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment. ***No Bid*** Manufacturer: *No response* Manufacturer #: *No response* Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

20

Section 5: Battle Motors Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

21

Section 5: Battle Motors Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

22 **Section 5: Battle Motors Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

23 **Section 5: Battle Motors Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Extended Service Maintenance Agreements.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

24

Section 5: Battle Motors Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

25

Section 6: Battle Motors Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

26

Section 6: Battle Motors Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed hourly labor rate for Paint and Body Repair.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

27

Section 6: Battle Motors Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity: 1 UOM: Per Mile Delivery Fee

No Bid

28

Section 7: Chevrolet Vehicles

Base Model Price for **Chevrolet 4500HD** – Regular cab, Duramax 6.6L turbo diesel V8 engine optimized for medium duty applications, 350 horsepower and 700 lb.-ft. of torque, multiple Allison 6-speed close-ratio transmissions with double overdrive, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

29

Section 7: Chevrolet Vehicles

Base Model Price for **Chevrolet 5500HD** – Regular cab, Duramax 6.6L turbo diesel V8 engine optimized for medium duty applications, 350 horsepower and 700 lb.-ft. of torque, multiple Allison 6-speed close-ratio transmissions with double overdrive, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes:

PROPOSAL NOTE 1: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

30

Section 7: Chevrolet Vehicles

Base Model Price for **Chevrolet 6500HD** – Regular cab, Duramax 6.6L turbo diesel V8 engine optimized for medium duty applications, 350 horsepower and 700 lb.-ft. of torque, multiple Allison 6-speed close-ratio transmissions with double overdrive, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

31	**Section 7: Chevrolet Vehicles** Base Model Price for **Chevrolet LCF 3500** – Low cab forward, regular cab, 6.6L V8 gasoline engine, 6-speed automatic transmission with double overdrive, 350 horsepower and 425 lb.-ft. of torque, complete with all manufacturer's standard equipment. ***No Bid*** Manufacturer: *No response* Manufacturer #: *No response* Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

32	**Section 7: Chevrolet Vehicles** Base Model Price for **Chevrolet LCF 4500** – Low cab forward, regular cab, 6.6L V8 gasoline engine, 6-speed automatic transmission with double overdrive, 350 horsepower and 425 lb.-ft. of torque, complete with all manufacturer's standard equipment. ***No Bid*** Manufacturer: *No response* Manufacturer #: *No response* Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

33

Section 7: Chevrolet Vehicles

Base Model Price for **Chevrolet LCF 4500HD** – Low cab forward, regular cab, 5.2L turbocharged I-4 diesel engine, 6-speed automatic transmission with double overdrive and Power Take-Off (PTO) capability, 215 horsepower and 425 lb.-ft. of torque, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

34

Section 7: Chevrolet Vehicles

Base Model Price for **Chevrolet LCF 4500XD** – Low cab forward, regular cab, 5.2L turbocharged I-4 diesel engine, 6-speed automatic transmission with double overdrive and Power Take-Off (PTO) capability, 215 horsepower and 425 lb.-ft. of torque, complete with all manufacturer's standard equipment.

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

35

Section 7: Chevrolet Vehicles

Base Model Price for **Chevrolet LCF 5500HD** – Low cab forward, regular cab, 5.2L turbocharged I-4 diesel engine, 6-speed automatic transmission with double overdrive and Power Take-Off (PTO) capability, 215 horsepower and 425 lb.-ft. of torque, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

36

Section 7: Chevrolet Vehicles

Base Model Price for **Chevrolet LCF 5500XD** – Low cab forward, regular cab, 5.2L turbocharged I-4 diesel engine, 6-speed automatic transmission with double overdrive and Power Take-Off (PTO) capability, 215 horsepower and 425 lb.-ft. of torque, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

37

Section 7: Chevrolet Vehicles

Base Model Price for **Chevrolet LCF 6500XD** – Low cab forward, regular cab, 6.7L Cummins turbo diesel engine, Allison 2550 Rugged Duty Series 6-speed automatic transmission with double overdrive and Standard Integrated Power Take-Off (PTO) capability, 260 horsepower and 660 lb.-ft. of torque, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

38

Section 7: Chevrolet Vehicles

Base Model Price for **Chevrolet LCF 7500XD** – Low cab forward, regular cab, 6.7L Cummins turbo diesel engine, Allison 2500 Rugged Duty Series 6-speed automatic transmission with double overdrive and Standard Integrated Power Take-Off (PTO) capability, 260 horsepower and 660 lb.-ft. of torque, complete with all manufacturer's standard equipment.

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

39

Section 8: Chevrolet Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

40

Section 8: Chevrolet Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

41

Section 8: Chevrolet Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

42

Section 8: Chevrolet Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Extended Service Maintenance Agreements.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

43 **Section 8: Chevrolet Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

44 **Section 9: Chevrolet Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

45 **Section 9: Chevrolet Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed hourly labor rate for Paint and Body Repair.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

46 **Section 9: Chevrolet Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity: 1 UOM: Per Mile Delivery Fee

No Bid

47

Section 10: Dodge Ram Vehicles

Base Model Price for **Ram Tradesman 4500 Chassis Regular Cab** – 6.4L V8, 6-speed automatic, gasoline engine, 370HP, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

48

Section 10: Dodge Ram Vehicles

Base Model Price for **Ram Tradesman 4500 Chassis Crew Cab** – 6.4L V8, 6-speed automatic, gasoline engine, 370HP, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

49	**Section 10: Dodge Ram Vehicles** Base Model Price for **Ram Tradesman 5500 Chassis Regular Cab** – 6.4L V8, 6-speed automatic, gasoline engine, 370HP, complete with all manufacturer's standard equipment. ***No Bid***
Manufacturer:	*No response*
Manufacturer #:	*No response*
Item Notes:	**PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

50

Section 10: Dodge Ram Vehicles

Base Model Price for **Ram Tradesman 5500 Chassis Crew Cab** – 6.4L V8, 6-speed automatic, gasoline engine, 370HP, complete with all manufacturer's standard equipment.

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

51

Section 11: Dodge Ram Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

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52 **Section 11: Dodge Ram Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

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53 **Section 11: Dodge Ram Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

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54 **Section 11: Dodge Ram Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Extended Service Maintenance Agreements.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

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55 **Section 11: Dodge Ram Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

56 **Section 12: Dodge Ram Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

57 **Section 12: Dodge Ram Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed hourly labor rate for Paint and Body Repair.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

58 **Section 12: Dodge Ram Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity: 1 UOM: Per Mile Delivery Fee

No Bid

59 **Section 13: Ford Vehicles**

Base Model Price for **Ford F-650 SD Pro Loader Chassis Cab** - Regular Cab, 7.3L V8 gasoline engine, 335HP, 6-speed automatic with double overdrive, complete with all manufacturer's standard equipment.

Unit Price: $48,982.00 Total: $48,982.00

Manufacturer: Ford

Manufacturer #: F6B

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

60

Section 13: Ford Vehicles

Base Model Price for **Ford F-650 SD Pro Loader Chassis Cab** - Regular Cab, 6.7L V8 turbo diesel engine, 300HP, TorqShift HD 10-speed automatic with double overdrive, complete with all manufacturer's standard equipment.

Unit Price:	$57,328.00	Total:	$57,328.00

Manufacturer: Ford

Manufacturer #: F6E

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

61

Section 13: Ford Vehicles

Base Model Price for **Ford F-650 SD Straight Frame Chassis Cab** - Regular Cab, 7.3L V8 gasoline engine, 335HP, 6-speed automatic with double overdrive, complete with all manufacturer's standard equipment.

Unit Price: $49,555.00 Total: $49,555.00

Manufacturer: Ford

Manufacturer #: F6A

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

62

Section 13: Ford Vehicles

Base Model Price for **Ford F-650 SD Straight Frame Chassis Cab -** Regular Cab, 6.7L V8 turbo diesel engine, 300HP, TorqShift HD 10-speed automatic with double overdrive, complete with all manufacturer's standard equipment.

Unit Price:	$57,900.00	Total:	$57,900.00

Manufacturer: Ford

Manufacturer #: F6D

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

63

Section 13: Ford Vehicles

Base Model Price for **Ford F-750 SD Straight Frame Chassis Cab** - Regular Cab, 7.3L V8 gasoline engine, 335HP, 6-speed automatic with double overdrive, complete with all manufacturer's standard equipment.

Unit Price: $51,151.00 Total: $51,151.00

Manufacturer: Ford

Manufacturer #: F7A

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

64

Section 13: Ford Vehicles

Base Model Price for **Ford F-750 SD Straight Frame Chassis Cab** - Regular Cab, 6.7L V8 turbo diesel engine, 300HP, TorqShift HD 10-speed automatic with double overdrive, complete with all manufacturer's standard equipment.

Unit Price:	$59,497.00	Total:	$59,497.00

Manufacturer: Ford

Manufacturer #: F7D

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

65

Section 14: Ford Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

Ford Options

66

Section 14: Ford Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

Ford Options

67

Section 14: Ford Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

Ford Options

68

Section 14: Ford Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Extended Service Maintenance Agreements.**

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

Third Party Option List 723-23

69

Section 14: Ford Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

Third Party Option List 723-23

70

Section 15: Ford Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity: 1 UOM: Hourly Labor Rate Price: $225.00 Total: $225.00

71

Section 15: Ford Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed hourly labor rate for Paint and Body Repair.

Quantity: 1 UOM: Hourly Labor Rate Price: $225.00 Total: $225.00

72

Section 15: Ford Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity: 1 UOM: Per Mile Delivery Fee Price: $4.65 Total: $4.65

73

Section 16: Freightliner Vehicles

Base Model Price for **Freightliner Model M2-106 -** Medium Duty, Cab, Class 6 - 8; Cab and chassis, 66,000# GVW, Eaton 6 speed transmission, 200 HP, front axle 6,000lbs, rear axle 13,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes:

PROPOSAL NOTE 1: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

74

Section 16: Freightliner Vehicles

Base Model Price for **Freightliner Model 108SD -** Heavy Duty, Cab, Class 7/8, Cab and chassis, 3169,000# GVW, Eaton 9 speed transmission, 520 - 1250 HP, front axle 10,000lbs, rear axle 21,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

75	**Section 16: Freightliner Vehicles** Base Model Price for **Freightliner Model M2-112 -** Heavy Duty, Cab, Class 7/8, and chassis, 52,000# GVW, Detroit DD13 260 - 525 HP at 1625 RPM, Eaton 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment. ***No Bid***

Manufacturer:	*No response*
Manufacturer #:	*No response*
Item Notes:	**PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

76

Section 16: Freightliner Vehicles

Base Model Price for **Freightliner Model M2-112 Natural Gas** - Heavy Duty, Cab, Class 7/8, and chassis, 66,000# GVW, Detroit DD13 250 - 320 HP at 1625 RPM, Eaton 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

77

Section 16: Freightliner Vehicles

Base Model Price for **Freightliner Model Cascadia 125** - Heavy Duty, Class 8, Cab and chassis, 52,000# GVW, Detroit DD15 350 - 615 HP at 1625 RPM, Eaton FR-15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

78

Section 16: Freightliner Vehicles

Base Model Price for **Freightliner Model Natural Gas -** Heavy Duty, Class 8, Cab and chassis, 60,600# GVW, Detroit DD15 400 HP at 1625 RPM, Eaton FR-15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

79

Section 16: Freightliner Vehicles

Base Model Price for **Freightliner Model 114SD -** Heavy Duty, Class 7/8, Cab and chassis, 92,000# GVW, Detroit DD13 260 - 525 HP at 1625 RPM, Eaton FR15210B, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

80

Section 16: Freightliner Vehicles

Base Model Price for **Freightliner Model 114SD Natural Gas -** Heavy Duty, Class 7/8, Cab and chassis, 62,000# GVW, Detroit DD13 260 - 400 HP at 1625 RPM, Eaton FR15210B, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

81

Section 16: Freightliner Vehicles

Base Model Price for **Freightliner Model eCascadia -** Heavy Duty, Class 8, Cab and chassis, 82,000# GVW, Detroit DD15425 HP (317 kW), Eaton FR-15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes:

PROPOSAL NOTE 1: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

82

Section 16: Freightliner Vehicles

Base Model Price for **Freightliner Model eM2 -** Medium Duty, Cab, Class 6/7, Typical Range 180 - 250 Miles, Cab and chassis, 26,000 - 33,000# GVW, Class 6 Continuous Horsepower, front axle 6,000lbs, rear axle 13,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

83

Section 16: Freightliner Vehicles

Base Model Price for **Freightliner Model EconicSD -** Heavy Duty, Class 8, Cab and chassis, Detroit DDS HP 350, Allison Automatic 3000 series 6-speed, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

84

Section 17: Freightliner Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

85

Section 17: Freightliner Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

86

Section 17: Freightliner Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

87

Section 17: Freightliner Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Extended Service Maintenance Agreements.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

88	**Section 17: Freightliner Model Vehicles OPTIONAL EQUIPMENT and PARTS** Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles). ***No Bid*** Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". *No response*
89	**Section 18: Freightliner Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service** **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service. Quantity: 1 UOM: Hourly Labor Rate ***No Bid***
90	**Section 18: Freightliner Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service** **Not to Exceed** hourly labor rate for Paint and Body Repair. Quantity: 1 UOM: Hourly Labor Rate ***No Bid***
91	**Section 18: Freightliner Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service** **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks. Quantity: 1 UOM: Per Mile Delivery Fee ***No Bid***

92

Section 19: Hino Vehicles

Base Model Price for **Hino L7 -** Medium Duty, Day Cab, 33,000 GVWR, Engine: Cummins B6.7L 260 hp at 2,500 rpm, complete with all manufacturer's standard equipment.

Unit Price:	$65,514.00	Total:	$65,514.00

Manufacturer: Hino

Manufacturer #: L7

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

93

Section 19: Hino Vehicles

Base Model Price for **Hino L6** - Medium Duty, Day Cab, 23,000 GVWR, Engine: Cummins B6.7L 240 hp at 2,500 rpm, complete with all manufacturer's standard equipment.

Unit Price:	$57,095.00	Total:	$57,095.00

Manufacturer: Hino

Manufacturer #: L6

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

94

Section 19: Hino Vehicles

_Base Model Price for **Hino XL7** - Medium Duty, Day Cab, 33,000 GVWR, Engine: Cummins L9 300 hp at 2,200 rpm, complete with all manufacturer's standard equipment.

Unit Price:	$71,427.00	Total:	$71,427.00

Manufacturer: Hino

Manufacturer #: XL7

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

95

Section 19: Hino Vehicles

Base Model Price for **Hino XL8** - Medium Duty, Conventional Cab, 33,000 GVWR, Engine: Cummins L9 300 hp at 2,500 rpm, complete with all manufacturer's standard equipment.

Unit Price: $72,567.00 Total: $72,567.00

Manufacturer: Hino

Manufacturer #: XL8

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

96

Section 20: Hino Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

Option Disclosure

97

Section 20: Hino Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

Option Disclosure

98

Section 20: Hino Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

Option Disclosure

99 **Section 20: Hino Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Extended Service Maintenance Agreements.**

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

Option Disclosure

100 **Section 20: Hino Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

Third Party Option List 723-23

101

Section 21: Hino Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity: 1 UOM: Hourly Labor Rate Price: $225.00 Total: $225.00

102

Section 21: Hino Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed hourly labor rate for Paint and Body Repair.

Quantity: 1 UOM: Hourly Labor Rate Price: $225.00 Total: $225.00

103

Section 21: Hino Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity: 1 UOM: Per Mile Delivery Fee Price: $4.65 Total: $4.65

104

Section 22: International Vehicles

Base Model Price for **International HV507 4x4 -** Severe Duty, Class 6-7, Cummins B6.7 200 hp,10,000 front axle, 17,500 rear axle, air brakes,6 speed transmission, complete with all manufacturer's standard equipment.

Unit Price: $80,253.00 Total: $80,253.00

Manufacturer: International

Manufacturer #: HV507

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

105

Section 22: International Vehicles

Base Model Price for **International HV607 6x4** - Severe Duty, Class 8, Cummins L9 260 hp, 10,000# front axle,40,000# rear axle, 10 speed transmission, air brakes, complete with all manufacturer's standard equipment.

Unit Price: $75,879.00 Total: $75,879.00

Manufacturer: International

Manufacturer #: HV607

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

106

Section 22: International Vehicles

Base Model Price for **International MV607 4x2** - Medium Duty, Class 6-7, Cummins B6.7 200 hp, 8000# front axle, hydraulic brakes, 17,500# rear axle, 6 speed transmission, complete with all manufacturer's standard equipment.

Unit Price: $59,692.00 Total: $59,692.00

Manufacturer: International

Manufacturer #: MV607

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

107

Section 22: International Vehicles

Base Model Price for **International HV613** - Severe Duty, Class 6-7, International A26 450 hp, 16,000# front axle, 40,000# rear axle, 6 speed transmission, air brakes, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

108

Section 22: International Vehicles

Base Model Price for **International HV607 4x2** - Severe Duty, Class 6-7, Cummins B6.7 200 hp, 10,000# front axle, 17,500# rear axle, 6 speed transmission, air brakes, complete with all manufacturer's standard equipment.

Unit Price: $63,149.00 Total: $63,149.00

Manufacturer: International

Manufacturer #: HV607

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

109

Section 22: International Vehicles

Base Model Price for **International MV60E - Electric**, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

110	**Section 22: International Vehicles** Base Model Price for **International Lonestar** - Heavy Duty, Class 8, Cummins X15 565 565 565 hp, 18 speed transmission, 13,200# front axle, 40,000# rear axle, air brakes, complete with all manufacturer's standard equipment. ***No Bid***

Manufacturer:	*No response*
Manufacturer #:	*No response*
Item Notes:	**PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

111	**Section 22: International Vehicles** Base Model Price for **International HX520** - Severe Duty, Class 8, Cummins X15 565 hp, 18 speed transmission, 14,600# front axle, 46,000# rear axle, air brakes, complete with all manufacturer's standard equipment. ***No Bid*** Manufacturer: *No response* Manufacturer #: *No response* Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

112	**Section 22: International Vehicles** Base Model Price for **International HX615 -** Severe Duty, Class 8, International A26 430 hp, 6 speed transmission, 20,000# front axle, 46,000# rear axle, air brakes, complete with all manufacturer's standard equipment. ***No Bid***
	Manufacturer: *No response*
	Manufacturer #: *No response*
	Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

113

Section 22: International Vehicles

Base Model Price for **International HX620 6x4** - Heavy Duty, Class 8, Cummins X15 450 hp, 10 speed transmission, 12,000# front axle, 40,000# rear axle, air brakes, complete with all manufacturer's standard equipment.

Unit Price: $99,263.00 Total: $99,263.00

Manufacturer: International

Manufacturer #: HX620

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

114	**Section 22: International Vehicles** Base Model Price for **International LT625 6x4** - Heavy Duty, Class 8, International A26 410 hp, 10 speed transmission, 12,000# front axle, 40,000# rear axle, air brakes, complete with all manufacturer's standard equipment. Unit Price: $107,286.00 Total: $107,286.00 Manufacturer: International Manufacturer #: LT625 Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

115	**Section 22: International Vehicles** Base Model Price for **International HV513 4x2** - Heavy Duty, Class 8, International A26 365 hp, 12,000# front axle, 23,000# rear axle, air brakes, 10 speed transmission, complete with all manufacturer's standard equipment. Unit Price: $79,854.00 Total: $79,854.00 Manufacturer: International Manufacturer #: HV513 Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

116

Section 22: International Vehicles

Base Model Price for **International RH613 4x2** - Heavy Duty, Class 8, International A26 370 hp, 12,000# front axle, 23,000# rear axle, 10 speed, air brakes, complete with all manufacturer's standard equipment.

Unit Price:	$83,312.00	Total:	$83,312.00

Manufacturer: International

Manufacturer #: RH613

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

117	**Section 22: International Vehicles** Base Model Price for **International CV515** - Medium Duty, Class 4-5, International 6.6 350 hp, Allison automatic,6000# front axle, 10,000# rear axle, hydraulic brakes, complete with all manufacturer's standard equipment. Unit Price: $55,273.00 Total: $55,273.00 Manufacturer: International Manufacturer #: CV515 Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

118

Section 23: International Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

OEM Published Opt. Disclosure

119

Section 23: International Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

OEM Published Opt. Disclosure

120

Section 23: International Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

OEM Published Opt. Disclosure

121

Section 23: International Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Extended Service Maintenance Agreements.**

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

OEM Published Opt. Disclosure

122

Section 23: International Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

Third Party Option List 723-23

123

Section 24: International Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity: 1 UOM: Hourly Labor Rate Price: $225.00 Total: $225.00

124

Section 24: International Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed hourly labor rate for Paint and Body Repair.

Quantity: 1 UOM: Hourly Labor Rate Price: $225.00 Total: $225.00

125

Section 24: International Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity: 1 UOM: Per Mile Delivery Fee Price: $4.65 Total: $4.65

126	**Section 25: Isuzu Vehicles** Base Model Price for **Isuzu Cabover NPR** - Class 3, Standard Cab, 12,000 GVWR, 6.6L GenV, 8-Cylinder, Gasoline engine, complete with all manufacturer's standard equipment. Unit Price: $40,308.00 Total: $40,308.00 Manufacturer: Isuzu Manufacturer #: 1C1 Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 25: Isuzu Vehicles

BasBase Model Price for **Isuzu Cabover FTR** - Class 6, Standard Cab, 25,950 GVWR, Cummins B6.7L, Diesel engine, complete with all manufacturer's standard equipment.

Unit Price: $71,440.00 Total: $71,440.00

Manufacturer: Isuzu

Manufacturer #: MT1

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

128 CO	**Section 25: Isuzu Vehicles** Base Model Price for **Isuzu Cabover FVR** - Class 7, Standard Cab, 33,000 GVWR, Cummins B6.7L, Diesel engine 260, complete with all manufacturer's standard equipment.

	Unit Price: $77,524.00	Total:	$77,524.00
Manufacturer:	Isuzu		
Manufacturer #:	MV1		

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

129 Bas	**Section 25: Isuzu Vehicles** Base Model Price for **Isuzu Cabover NRR EV** - 235 miles of range both AC and DC fast charging, 19,500-pound GVWR for powerful Class 5, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*
Item Notes:	**PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

130

Section 25: Isuzu Vehicles

Base Model Price for **Isuzu Cabover NPR-HD** – Class 4, Standard Cab, 14,500 GVWR, 5.2L I4 Turbocharged, Diesel engine, complete with all manufacturer's standard equipment.

Unit Price: $43,249.00 Total: $43,249.00

Manufacturer: Isuzu

Manufacturer #: 3F1

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

131

Section 25: Isuzu Vehicles

Base Model Price for **Isuzu Cabover NQR** - Class 5, Standard Cab, 17,950 GVWR, 6.6L GMPT L8T GENV, 8-Cylinder, Gasoline engine, complete with all manufacturer's standard equipment.

Unit Price: $46,587.00 Total: $46,587.00

Manufacturer: Isuzu

Manufacturer #: 1R2

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

132

Section 26: Isuzu Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

Isuzu Options Page -- 723-23

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133 **Section 26: Isuzu Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

Isuzu Options Page -- 723-23

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134 **Section 26: Isuzu Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

Isuzu Options Page -- 723-23

135

Section 26: Isuzu Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Extended Service Maintenance Agreements.**

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

Isuzu Options Page -- 723-23

136

Section 26: Isuzu Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

Third Party Option List 723-23

137 **Section 27: Isuzu Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity: 1 UOM: Hourly Labor Rate Price: $225.00 Total: $225.00

138 **Section 27: Isuzu Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed hourly labor rate for Paint and Body Repair.

Quantity: 1 UOM: Hourly Labor Rate Price: $225.00 Total: $225.00

139 **Section 27: Isuzu Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity: 1 UOM: Per Mile Delivery Fee Price: $4.65 Total: $4.65

140 **Section 28: Kenworth Vehicles**

Base Model Price for **Kenworth Model C500** - Heavy Duty, 150,000 lb. GVWR, Conventional Cab, Cummins ISX 15 Engine, complete with all manufacturer's standard equipment.

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

141	**Section 28: Kenworth Vehicles** Base Model Price for **Kenworth Model T180** - Medium Duty, 19,000 lb. GVWR, Conventional Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment. ***No Bid*** Manufacturer: *No response* Manufacturer #: *No response* Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

142

Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model T280** - Medium Duty, 26,000 lb. GVWR, Conventional Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

143

Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model T380** - Medium Duty, Class 7, 33,000 lb. GVWR, Conventional Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

144

Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model T480** - Medium Duty, Class 8, 66,000 lb. GVWR, Conventional Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

145

Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model K270** - Medium Duty, Class 6, 26,000 lb. GVWR, COE Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

146	**Section 28: Kenworth Vehicles** Base Model Price for **Kenworth Model K270E -** Medium Duty, Class 6, 26,000 lb. GVWR, Hydraulic 55 Degree Tilting Steel Cab, HV2600, 355HP Emotor, Two PACCAR 700 CCA Batteries - 200-mile range, complete with all manufacturer's standard equipment. ***No Bid*** Manufacturer: *No response* Manufacturer #: *No response* Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

147	**Section 28: Kenworth Vehicles** Base Model Price for **Kenworth Model K370 -** Medium Duty, Class 7, 33,000 lb. GVWR, Hydraulic 55 Degree Tilting Steel Cab, HV2600, 355HP Emotor, Two PACCAR 700 CCA Batterie, complete with all manufacturer's standard equipment. ***No Bid*** Manufacturer: *No response* Manufacturer #: *No response* Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

148	**Section 28: Kenworth Vehicles** Base Model Price for **Kenworth Model K370E -** Medium Duty, Class 7, 33,000 lb. GVWR, Hydraulic 55 Degree Tilting Steel Cab, HV2600, 355HP Emotor, Two PACCAR 700 CCA Batteries - 200 mile range, complete with all manufacturer's standard equipment. ***No Bid*** Manufacturer: *No response* Manufacturer #: *No response* Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

149

Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model T680 - Heavy Duty, Class 8, 33,001+ lb. GVWR, Conventional Cab, PACCAR MX-13 Diesel Engine**, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

150

Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model T680 FCEV -** Heavy Duty, Class 8, 82,000 lbs Max GVWR, Conventional Cab, Toyota's 310kW Dual Motor Assembly/415 Hp and Gen 2 Dual Fuel Cell Module, 58.8 Kg Hydrogen Storage, 450 Miles of Range, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

151

Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model T680E** - Heavy Duty, Class 8, Conventional Cab, 396 kWh battery, CCS1 DC Fast Charging, 150 Miles of Range, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

152	**Section 28: Kenworth Vehicles** Base Model Price for **Kenworth Model T800** - Heavy Duty, Class 8, 33,001+ lb. GVWR, Conventional Cab, PACCAR MX-13 Diesel Engine, complete with all manufacturer's standard equipment. ***No Bid***
Manufacturer:	*No response*
Manufacturer #:	*No response*
Item Notes:	**PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

153

Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model T880** - Medium Duty, Class 8, 33,001+ lb. GVWR, Conventional Cab, PACCAR MX-13 Diesel Engine, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

154

Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model W900L** - Heavy Duty, Class 8, 33,001+ lb. GVWR, Conventional Cab, Extended Hood, Cummins X15 Engine, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

155

Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model W990 -** Heavy Duty, Conventional Cab, PACCAR MX-13 Engine, complete with all manufacturer's standard equipment.

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

156

Section 29: Kenworth Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

157

Section 29: Kenworth Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

158

Section 29: Kenworth Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

159

Section 29: Kenworth Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Extended Service Maintenance Agreements.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

160

Section 29: Kenworth Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

161 **Section 30: Kenworth Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**
Not to Exceed hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

162 **Section 30: Kenworth Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**
Not to Exceed hourly labor rate for Paint and Body Repair.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

163 **Section 30: Kenworth Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**
Not to Exceed per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity: 1 UOM: Per Mile Delivery Fee

No Bid

164 **Section 31: Mack Vehicles**
Base Model Price for **Mack Granite -** Heavy Duty, Class 8, 35,000 - 92,000+ GVW, Mack MP7 engine, 325 - 505 HP, day cab, Eaton-Fuller Manual Transmission, front axle Mack UniMax Axles with Integrated Hub, Drive Axles Meritor "S" Cam Q-Plus Brakes, complete with all manufacturer's standard equipment.

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

165

Section 31: Mack Vehicles

Base Model Price for **Mack TERRAPRO** - Heavy Duty, Class 8, 35,000 - 81,000+ GVW, Mack MP7 engine, 325 - 505 HP, day cab, mDRIVE HD and XHD Transmission, front axle Mack UniMax, Drive Axles Mack C150/151 Series, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

166

Section 22: Mack Vehicles

Base Model Price for **Mack LR -** Heavy Duty, Class 8, Low Entry Cabover, 43,000 - 72,000 GVW, Mack MP7 engine, 320-355 HP, Allison 4500 Series transmission, front axle Mack FXL20, rear axle Mack C150/151 Axle Carriers, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

167

Section 31: Mack Vehicles

Base Model Price for **Mack LR Electric** - Heavy Duty, Low Entry Cabover, 66,000 lbs GVWR, 2 AC motors with 400kW Peak (536 hp) & 334 kW (448 hp) continuous power, 4 NMC lithium-ion batteries, 600V, Up to 150kW charge power with max current of 200A, 550-750 volts charging system, Allison 4500 Series transmission, front axle Mack FXL20, rear axle Mack S462R, complete with all manufacturer's standard equipment.

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

168

Section 31: Mack Vehicles

Base Model Price for **Mack Pinnacle -** Heavy Duty, Class 8, 35,000 - 62,000 GVW, Mack MP8 engine, day cab, 415-505 HP, Maxitorque ES transmission, S38/40 Series Axle, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

169

Section 31: Mack Vehicles

Base Model Price for **Mack MD Series** - Heavy Duty, Cummins B6.7 Engine, 220hp/600 lb. ft, Allison 2500HS 6-speed transmission, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

170	**Section 31: Mack Vehicles** Base Model Price for **Mack MD Electric** - Heavy Duty, Class 6, NMC Battery packs, CCS1 Charging, 140 miles (2 batteries) max range, 150 KWH battery capacity (2 batteries), 260 Peak HP, complete with all manufacturer's standard equipment. ***No Bid***

Manufacturer:	*No response*
Manufacturer #:	*No response*
Item Notes:	**PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

171

Section 31: Mack Vehicles

Base Model Price for **Mack Anthem** - Heavy Duty, Class 8, 35,000 - 62,000 GVW, MP7 Engine, 415 - 505 HP, day cab, Eaton-Fuler transmission, complete with all manufacturer's standard equipment.

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

172

Section 32: Mack Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

173

Section 32: Mack Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

174

Section 32: Mack Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

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175 **Section 32: Mack Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Extended Service Maintenance Agreements.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

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176 **Section 32: Mack Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

177 **Section 33: Mack Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**
Not to Exceed hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

178 **Section 33: Mack Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**
Not to Exceed hourly labor rate for Paint and Body Repair.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

179 **Section 33: Mack Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**
Not to Exceed per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity: 1 UOM: Per Mile Delivery Fee

No Bid

180 **Section 34: Mitsubishi Vehicles**
Base Model Price for **Mitsubishi Cabover TV -** Heavy Duty, 33,500 GVW, 4-stroke cycle, water cooled direct injection, turbocharged diesel engine, G330-12K, Electronic-automated unsynchronized transmission, complete with all manufacturer's standard equipment.

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

181

Section 34: Mitsubushi Vehicles

Base Model Price for **Mitsubushi Cabover Canter -** Light Duty, 6,500 GVW, 4V21 engine, Synchromesh manual transmission, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

182

Section 34: Mitsubushi Vehicles

Base Model Price for **Mitsbushi Cabover FA/FI** - Medium Duty, 9,600 GVW, Compression Ignition,4 Stroke, Direct injection, Turbo charged diesel engine, MO36S6, Mechanical, 6 forward + 1 reverse transmission, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

183

Section 34: Mitsubushi Vehicles

Base Model Price for **Mitsbushi Cabover Fighter** - Medium Duty, 7.5t GVW, 4V20 Intercooler Turbo engine, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

184

Section 34: Mitsubushi Vehicles

Base Model Price for **Mitsbushi Cabover FJ -** Heavy Duty, 25,000 GVW, Compression Ignition, 4 Stroke, Direct Injection, Turbo charged inter cooled engine, G85 Synchromesh type 6 Forward + 1 Reverse manual transmission, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

185

Section 34: Mitsubushi Vehicles

Base Model Price for **Mitsbushi Cabover FO -** Heavy Duty, 31,000 Max GVW, 4-stroke cycle, water cooled direct injection, turbocharged diesel engine, 9-speed manual transmission, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

186

Section 34: Mitsubushi Vehicles

Base Model Price for **Mitsbushi Cabovere Canter Electric -** Light Duty, GVW 6t Class, Standard cab, all electric, S Battery, complete with all manufacturer's standard equipment.

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

187

Section 35: Mitsubushi Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

188

Section 35: Mitsubishi Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

189

Section 35: Mitsubishi Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

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190 **Section 35: Mitsubishi Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Extended Service Maintenance Agreements.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

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191 **Section 35: Mitsubishi Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

192 **Section 36: Mitsubishi Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

193 **Section 36: Mitsubishi Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed hourly labor rate for Paint and Body Repair.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

194 **Section 36: Mitsubishi Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity: 1 UOM: Per Mile Delivery Fee

No Bid

195 **Section 37: Peterbilt Vehicles**

Base Model Price for **Peterbilt Model 220 -** Medium Duty, Cab over engine, Paccar PX7 engine, 220 HP, Allison 2500 HS transmission, 26,000 GVWR, front gross axle weight 12,000 lbs., rear gross axle weight 17,000-21,000 lbs., complete with all manufacturer's standard equipment.

Unit Price: $79,029.00 Total: $79,029.00

Manufacturer: Peterbilt

Manufacturer #: 220

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

196

Section 37: Peterbilt Vehicles

Base Model Price for **Peterbilt Model 520 -** Heavy Duty, Cab over engine, Paccar PX9 350 HP, 3000 RDS transmission, 57.6" BBC, 33,000 GVWR, front gross axle weight 12,000-22000 lbs., rear gross axle weight 23,000-46- lbs., complete with all manufacturer's standard equipment.

Unit Price: $133,250.00 Total: $133,250.00

Manufacturer: Peterbilt

Manufacturer #: 520

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

197

Section 37: Peterbilt Vehicles

Base Model Price for **Peterbilt Model 365 -** Heavy Duty, Conventional cab, Paccar MX13, 455 HP, Fuller 10 transmission, front gross axle weight 12,000-22,000lbs, rear gross axle weight 21,000-70,000lbs, 33,000 GVWR, 115" BBC, complete with all manufacturer's standard equipment.

Unit Price: $127,188.00 Total: $127,188.00

Manufacturer: Peterbilt

Manufacturer #: 365

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

198

Section 37: Peterbilt Vehicles

Base Model Price for **Peterbilt Model 367 -** Heavy Duty, Conventional cab, Paccar MX13, 455 HP, Fuller 10 transmission, front gross axle weight 12,000-22,000lbs, rear gross axle weight 21,000-70,000lbs, 52,000 GVWR, 123" BBC, complete with all manufacturer's standard equipment.

Unit Price: $135,679.00 Total: $135,679.00

Manufacturer: Peterbilt

Manufacturer #: 367

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

199

Section 37: Peterbilt Vehicles

Base Model Price for **Peterbilt Model 389 -** Heavy Duty Conventional cab, Paccar MX-13 engine, 455 HP, Fuller 10 speed transmission, front gross axle weight 12,000 lbs., rear gross axle weight 38,000 lbs., 50,000 GVWR, 123" BBC, complete with all manufacturer's standard equipment.

Unit Price: $136,354.00 Total: $136,354.00

Manufacturer: Peterbilt

Manufacturer #: 389

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

200

Section 37: Peterbilt Vehicles

Base Model Price for **Peterbilt Model 589** - Heavy Duty, Engine PACCAR MX-13, Transmissions PACCAR TX-12, Front Axle PACCAR, Dana, Meritor, Rear Axle PACCAR, Dana, Meritor, complete with all manufacturer's standard equipment.

Unit Price: $136,418.00 Total: $136,418.00

Manufacturer: Peterbilt

Manufacturer #: 589

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

201

Section 37: Peterbilt Vehicles

Base Model Price for **Peterbilt Model 548** - Medium Duty, Transmission PACCAR 8-Speed Automatic Transmission, Front Axle PACCAR 20K, Rear Axle All Current Carry Over, Rear Suspension Single Drive: 13.5k – 31k, complete with all manufacturer's standard equipment.

Unit Price:	$84,760.00	Total:	$84,760.00

Manufacturer: Peterbilt

Manufacturer #: 548

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

202

Section 37: Peterbilt Vehicles

Base Model Price for **Peterbilt Model 567** - Medium Duty, Conventional Areo cab vocational unit, Paccar MX13 engine, 455 HP, Fuller 10 speed transmission, front gross axle weight 12,000-22,000 lbs., rear gross axle weight 21,000-70,000 lbs., 33,000 and up GVWR, 115" BBC, complete with all manufacturer's standard equipment.

Unit Price: $123,327.00 Total: $123,327.00

Manufacturer: Peterbilt

Manufacturer #: 567

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

203

Section 37: Peterbilt Vehicles

Base Model Price for **Peterbilt Model 537** - Medium Duty, Transmission PACCAR 8-Speed Automatic Transmission, Front Axle PACCAR 20K, Rear Axle All Current Carry Over, Rear Suspension Single Drive: 13.5k – 31k, complete with all manufacturer's standard equipment.

Unit Price:	$74,416.00	Total:	$74,416.00

Manufacturer: Peterbilt

Manufacturer #: 537

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

204

Section 37: Peterbilt Vehicles

Base Model Price for **Peterbilt Model 536 -** Medium Duty, Transmission PACCAR 8-Speed Automatic Transmission, Front Axle PACCAR 20K, Rear Axle All Current Carry Over, Rear Suspension Single Drive: 13.5k – 31k, complete with all manufacturer's standard equipment.

Unit Price:	$74,765.00	Total:	$74,765.00

Manufacturer: Peterbilt

Manufacturer #: 536

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

205

Section 37: Peterbilt Vehicles

Base Model Price for **Peterbilt Model 535 -** Medium Duty, Transmission PACCAR 8-Speed Automatic Transmission, Front Axle PACCAR 20K, Rear Axle All Current Carry Over, Rear Suspension Single Drive: 13.5k – 31k, complete with all manufacturer's standard equipment.

Unit Price:	$73,625.00	Total:	$73,625.00

Manufacturer: Peterbilt

Manufacturer #: 535

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

206

Section 37: Peterbilt Vehicles

Base Model Price for **Peterbilt Model 579 -** Heavy Duty, Aero cab, Paccar MX-13 engine, 455 HP, Paccar 12-Speed Auto transmission, front gross axle weight 12,000-20,000 lbs., rear gross axle weight 38,000-46,000 lbs., 50,000 GVWR, 117" BBC, complete with all manufacturer's standard equipment.

Unit Price: $129,816.00 Total: $129,816.00

Manufacturer: Peterbilt

Manufacturer #: 579

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

207

Section 38: Peterbilt Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

Option Dislosure

208

Section 38: Peterbilt Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

Option Disclosure

209

Section 38: Peterbilt Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

Option Disclosure

210

Section 38: Peterbilt Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Extended Service Maintenance Agreements.**

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

Option Disclosure

211

Section 38: Peterbilt Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

Third Party Option List 723-23

212

Section 39: Peterbilt Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity: 1 UOM: Hourly Labor Rate Price: $225.00 Total: $225.00

213

Section 39: Peterbilt Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed hourly labor rate for Paint and Body Repair.

Quantity: 1 UOM: Hourly Labor Rate Price: $225.00 Total: $225.00

214

Section 39: Peterbilt Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity: 1 UOM: Per Mile Delivery Fee Price: $4.65 Total: $4.65

215

Section 40: Volvo Vehicles

Base Model Price for **Volvo VNL -** Heavy Duty, 122.4" BBC, 50,000 GVW, Fuller 10 speed transmission, D13 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

216

Section 40: Volvo Vehicles

Base Model Price for **Volvo VNX** - Heavy Duty 122.4" BBC, 50,000 GVW, Fuller 10 speed transmission, D13 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

217

Section 40: Volvo Vehicles

Base Model Price for **Volvo VNR** - Heavy Duty 113" BBC, 33,000 GVW, Fuller 10 speed transmission, D11 engine, conventional cab, single axle, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

218	**Section 40: Volvo Vehicles** Base Model Price for **Volvo VNR Electric** - Up to 230 miles, Up to 33,000 GVW, complete with all manufacturer's standard equipment. ***No Bid***
	Manufacturer: *No response*
	Manufacturer #: *No response*
	Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

219

Section 40: Volvo Vehicles

Base Model Price for **Volvo VAH -** Heavy Duty 113.6" Daycab designed to provide outstanding performance for urban deliveries. Volvo D11 325-425 hp 1250-1550 lb.- ft. Volvo I-Shift - 12 speed Eaton - 10 speed, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

220

Section 40: Volvo Vehicles

Base Model Price for **Volvo VHD** - Heavy Duty Volvo D11 325-425 hp 1250-1550 lb-ft. Volvo D13 405-500 hp 1450-1900 lb-ft, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

221

Section 41: Volvo Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

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222 **Section 41: Volvo Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

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223 **Section 41: Volvo Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

224

Section 41: Volvo Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Extended Service Maintenance Agreements.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

225

Section 41: Volvo Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

226	**Section 42: Volvo Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service** **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service. Quantity: 1 UOM: Hourly Labor Rate ***No Bid***
227	**Section 42: Volvo Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service** **Not to Exceed** hourly labor rate for Paint and Body Repair. Quantity: 1 UOM: Hourly Labor Rate ***No Bid***
228	**Section 42: Volvo Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service** **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks. Quantity: 1 UOM: Per Mile Delivery Fee ***No Bid***
229	**Section 43: Western Star Vehicles** Base Model Price for **Western Star 47X** - Medium Duty, Engine Displacement 9L to 13L Horsepower/ Torque 260/860 to 525/1,850, complete with all manufacturer's standard equipment. ***No Bid*** Manufacturer: *No response* Manufacturer #: *No response* Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

230

Section 43: Western Star Vehicles

Base Model Price for **Western Star 49X -** Medium Duty, Engine Displacement 12L to 16L Horsepower/ Torque 350/1,350 to 605/2,050, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

231

Section 43: Western Star Vehicles

Base Model Price for **Western Star 57X -** Heavy Duty, Engine Detroit DD13 Gen 5 370-525 HP, 1250-1850 lb.-ft, Transmission Detroit DT12 Direct and Overdrive AMT, complete with all manufacturer's standard equipment.

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

232

Section 44: Western Star Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

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233 **Section 44: Western Star Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

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234 **Section 44: Western Star Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

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235 **Section 44: Western Star Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Extended Service Maintenance Agreements.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

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236 **Section 44: Western Star Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

237 **Section 45: Western Star Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

238 **Section 45: Western Star Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed hourly labor rate for Paint and Body Repair.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

239 **Section 45: Western Star Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity: 1 UOM: Per Mile Delivery Fee

No Bid

240 **Section 1: Autocar Vehicles (Addendum No. 1)**

Base Model Price for **Autocar ACTT 4x2** – Terminal tractor, Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins B6.7 200 HP with Allison 3000 RDS, 4 speed transmission, diesel engine, complete with all manufacturer's standard equipment.

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

241

Section 1: Autocar Vehicles (Addendum No. 1)

Base Model Price for **Autocar ACTT 6x4** – Terminal tractor, Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins B6.7 200 HP with Allison 3000 RDS, 4 speed transmission, diesel engine, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

242	**Section 4: Battle Motors Vehicles (Addendum No. 1)** Base Model Price for **Battle Motors Low Narrow Tilt (LNT) 6x4 – Diesel** - Heavy Duty, Low Narrow Tilt Crew Cab, Bas 6 - 8, GVWR 46,000 - 72,000 lbs., Cummins L9, 300 - 430 HP engine, Allison 3500 RDS transmission, front axel 20,000lbs, tandem rear axle 40,000lbs, complete with all manufacturer's standard equipment. ***No Bid*** Manufacturer: *No response* Manufacturer #: *No response* Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

243	**Section 4: Battle Motors Vehicles (Addendum No. 1)** Base Model Price for **Battle Motors Low Entry Tilt 2 (LET2) 6x4 – Diesel** - Heavy Duty, Low Entry Tilt Cab, Class 7 and 8, GVWR 46,000 - 72,000 lbs., Cummins L9, 300 - 430 HP engine, Allison 3000 RDS transmission, front axle 20,000lbs,single rear axle 26,000lbs, complete with all manufacturer's standard equipment. ***No Bid***
	Manufacturer: *No response*
	Manufacturer #: *No response*
	Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

244	**Section 4: Battle Motors Vehicles (Addendum No. 1)** Base Model Price for **Battle Motors Low Narrow Tilt (LNT) 6x4 – Electric -** Heavy Duty, Low Narrow Tilt Cab, Class 6 - 8, GVWR 26,000 - 54,000lbs, BorgWarner Cascadia Motion HVH410-150, 500 HP, Direct Drive transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment. ***No Bid*** Manufacturer: *No response* Manufacturer #: *No response* Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

245

Section 4: Battle Motors Vehicles (Addendum No. 1)

Base Model Price for **Battle Motors Low Entry Tilt II (LET2) 6x4 – Electric -**Heavy Duty, Low Entry Tilt Cab, Class 6-8, GVWR 33,000 - 72,000lbs, BorgWarner Cascadia Motion HVH410-150, 500 HP, Two Speed Powershift transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

246

Section 19: Hino Vehicles (Addendum No.1)

Base Model Price for **HINO L6** - Medium Duty, Day Cab, 23,000 GVWR, Engine: Cummins B6.7L 260 hp at 2,500 rpm, complete with all manufacturer's standard equipment.

Unit Price:	$57,095.00	Total:	$57,095.00

Manufacturer: Hino

Manufacturer #: L6 23,000 GVWR

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

247

Section 19: Hino Vehicles (Addendum No.1)

Base Model Price for **HINO M4** - Day Cab, 14,500 GVWR, Engine: JO5E-tp 5-liter diesel, Type: Diesel 4-cycle, 4 cylinder in
line, 210HP at 2,500RPM, complete with all manufacturer's standard equipment.

Unit Price: $34,976.00 Total: $34,976.00

Manufacturer: Hino

Manufacturer #: M4

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

248

Section 19: Hino Vehicles (Addendum No.1)

Base Model Price for **HINO M5** - Day Cab, 19,500 GVWR, Engine: JO5E-tp 5-liter diesel, Type: Diesel 4-cycle, 4 cylinder in, 210HP at 2,500RPM, complete with all manufacturer's standard equipment.

Unit Price:	$41,653.00	Total:	$41,653.00

Manufacturer: Hino

Manufacturer #: M5

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

249

Section 25: Isuzu Vehicles (Addendum No. 1)

_Base Model Price for **Isuzu Cabover NPR** - Class 3, Crew Cab, 12,000 GVWR, 6.6L GenV, 8-Cylinder, Gasoline engine, complete with all manufacturer's standard equipment.

Unit Price: $46,587.00 Total: $46,587.00

Manufacturer: Isuzu

Manufacturer #: 1D3

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

250

Section 25: Isuzu Vehicles (Addendum No. 1)

_Base Model Price for I**suzu Cabover NPR-HD** - Class 4, Standard Cab, 14,500 GVWR, 6.6L GenV, 8- Cylinder, Gasoline engine, complete with all manufacturer's standard equipment.

Unit Price: $42,426.00 Total: $42,426.00

Manufacturer: Isuzu

Manufacturer #: 1F1

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

251	**Section 25: Isuzu Vehicles (Addendum No. 1)** Base Model Price for **Isuzu Cabover NPR-HD** - Class 4, Crew Cab, 14,500 GVWR, 6.6L GenV, 8-Cylinder, Gasoline engine, complete with all manufacturer's standard equipment.

Unit Price: $48,699.00 Total: $48,699.00

Manufacturer: Isuzu

Manufacturer #: 1G3

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

252

Section 25: Isuzu Vehicles (Addendum No. 1)

Base Model Price for **Isuzu Cabover NQR** - Class 5, Crew Cab, 17,950 GVWR, 6.6L GMPT L8T GENV, 8-Cylinder, Gasoline engine, complete with all manufacturer's standard equipment.

Unit Price: $52,971.00 Total: $52,971.00

Manufacturer: Isuzu

Manufacturer #: 1S3

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

253

Section 25: Isuzu Vehicles (Addendum No. 1)

Base Model Price for **Isuzu Cabover NPR-XD** – Class 4, Standard Cab, 16,000 GVWR, 5.2L I4 Turbocharged, Diesel engine, complete with all manufacturer's standard equipment.

Unit Price:	$44,563.00	Total:	$44,563.00

Manufacturer: Isuzu

Manufacturer #: 3Y1

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

254

Section 25: Isuzu Vehicles (Addendum No. 1)

Base Model Price for **Isuzu Cabover NPR-XD** – Class 4, Crew Cab, 16,000 GVWR, 5.2L I4 Turbocharged, Diesel engine, complete with all manufacturer's standard equipment.

Unit Price:	$48,841.00	Total:	$48,841.00

Manufacturer: Isuzu

Manufacturer #: 3Z3

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

255

Section 25: Isuzu Vehicles (Addendum No. 1)

Base Model Price for **Isuzu Cabover NRR** – Class 5, Standard Cab, 19,500 GVWR, 6.6L GMPT L8T GENV, 8-Cylinder, Gasoline engine, complete with all manufacturer's standard equipment.

Unit Price:	$47,766.00	Total:	$47,766.00

Manufacturer: Isuzu

Manufacturer #: 1U2

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

256

Section 25: Isuzu Vehicles (Addendum No. 1

Base Model Price for **Isuzu Cabover NRR** – Class 5, Crew Cab, 19,500 GVWR, 6.6L GMPT L8T GENV, 8-Cylinder, Gasoline engine, complete with all manufacturer's standard equipment.

Unit Price:	$54,153.00	Total:	$54,153.00

Manufacturer: Isuzu

Manufacturer #: 1V3

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

257

Section 25: Isuzu Vehicles (Addendum No. 1)

Base Model Price for **Isuzu Cabover NRR** – Class 5, Standard Cab, 19,500 GVWR, 6.6L GMPT L8T GENV, 8-Cylinder, Deisel engine, complete with all manufacturer's standard equipment.

Unit Price:	$47,766.00	Total:	$47,766.00

Manufacturer: Isuzu

Manufacturer #: 1U2

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

258

Section 25: Isuzu Vehicles (Addendum No. 1)

Base Model Price for **Isuzu Cabover NRR** – Class 5, Crew Cab, 19,500 GVWR, 5.2L I4 Turbocharged, Diesel engine, complete with all manufacturer's standard equipment.

Unit Price:	$52,858.00	Total:	$52,858.00

Manufacturer: Isuzu

Manufacturer #: 3V3

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

259

Section 25: Isuzu Vehicles (Addendum No. 1)

_Base Model Price for **Isuzu Cabover NQR** - Class 5, Standard Cab, 17,950 GVWR, 5.2L I4 Turbocharged, Diesel engine, complete with all manufacturer's standard equipment.

Unit Price:	$47,086.00	Total:	$47,086.00

Manufacturer: Isuzu

Manufacturer #: 3R1

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

260

Section 25: Isuzu Vehicles (Addendum No. 1)

_Base Model Price for Isu**zu Cabover NQR** - Class 5, Crew Cab, 17,950 GVWR, 5.2L I4 Turbocharged, Diesel engine, complete with all manufacturer's standard equipment.

Unit Price:	$51,325.00	Total:	$51,325.00

Manufacturer: Isuzu

Manufacturer #: 3S3

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

261

Section 25: Isuzu Vehicles (Addendum No. 1)

Base Model Price for **Isuzu Cabover FVR** - Class 6 De-rated, Standard Cab, 25,950 GVWR, Cummins B6.7L, Diesel engine 260, complete with all manufacturer's standard equipment.

Unit Price:	$77,399.00	Total:	$77,399.00

Manufacturer: Isuzu

Manufacturer #: MW1

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

262

Section 25: Isuzu Vehicles (Addendum No. 1)

_Base Model Price for **Isuzu Cabover FVR** - Class 6 De-rated, Crew Cab, 25,950 GVWR, Cummins B6.7L, Diesel engine 260, complete with all manufacturer's standard equipment

Unit Price: $77,399.00 Total: $77,399.00

Manufacturer: Isuzu

Manufacturer #: MW1

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

263	**Section 25: Isuzu Vehicles (Addendum No. 1)** Base Model Price for **Isuzu Cabover NPR-HD** – Class 4, Crew Cab, 14,500 GVWR, 5.2L I4 Turbocharged, Diesel engine, complete with all manufacturer's standard equipment. Unit Price: $47,521.00 Total: $47,521.00 Manufacturer: Isuzu Manufacturer #: 3G3 Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**
264	***Line deleted as part of an Addendum***
265	***Line deleted as part of an Addendum***

Response Total: $3,806,069.25

Missouri
DEPARTMENT OF REVENUE

Dealer Licensing Section • P.O. Box 43 • Jefferson City, MO 65105-0043 • (573) 526-3669

Rush Truck Center, Kansas City
7700 NE 38TH ST
KANSAS CITY, MO, 64161

License Number:

D583

Issue Date: January 1, 2022
Expiration Date: December 31, 2023

NEW MOTOR VEHICLE FRANCHISE DEALER LICENSE

To Whom It May Concern:
The State of Missouri resolves that the dealer, manufacturer, wholesaler, or auction shown below is licensed within the applicable requirements of Sections 301.550 through 301.573, RSMo.

Business:
Rush Truck Centers of Missouri Inc
Rush Truck Center, Kansas City
7700 NE 38TH ST
KANSAS CITY, MO, 64161

Owner(s) / Corporate Officer(s):
WILLIAM RUSH; SCOTT ANDERSON; STEVEN KELLER; MICHAEL LYONS; MICHAEL GOLDSTONE

Type Of Operation:
FRANCHISE

Director of Revenue

License shall be prominently displayed in the office at the business address shown above.

Texas Department of Motor Vehicles

MOTOR VEHICLE DIVISION

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: B2290

GENERAL DISTINGUISHING NUMBER:

P36821 Motor Vehicle

RUSH TRUCK CENTERS OF TEXAS, L.P.
Rush Bus Center, Austin, Rush Truck Center, Austin, Rush Isuzu Trucks, Austin, Rush Peterbilt Truck Center, Austin
PO BOX 34630 ATTN: JERI BURGESS
SAN ANTONIO, TEXAS BEXAR 78265-4630

EXPIRES: 08-31-2024
PHYSICAL LOCATION:
16870 S I H 35
BUDA, TEXAS HAYS 78610-3523

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

Elkhart Coach : BS-Bus, HINO : MT-Medium Truck, Mid Bus : BS-Bus, COLLINS : BS-Bus, Micro Bird : BS-Bus, PETERBILT MEDIUM DUTY TRUCK : MT-Medium Truck, ISUZU : MT-Medium Truck, PETERBILT HEAVY DUTY TRUCK : HT-Heavy Truck, Cummins Engine : EN-Engine, PACCAR MX Engine : EN-Engine, Blue Bird Bus : BS-Bus

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Monique Johnston

Monique Johnston, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

SUPPLEMENTAL LICENSE INFORMATION

Texas Department of Motor Vehicles

MOTOR VEHICLE DIVISION

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: B2290

GENERAL DISTINGUISHING NUMBER:

P36821 Motor Vehicle

RUSH TRUCK CENTERS OF TEXAS, L.P.
Rush Bus Center, Austin, Rush Truck Center, Austin, Rush Isuzu Trucks, Austin, Rush Peterbilt Truck Center, Austin
PO BOX 34630 ATTN: JERI BURGESS
SAN ANTONIO, TEXAS BEXAR 78265-4630

EXPIRES: 08-31-2024
PHYSICAL LOCATION:
16870 S I H 35
BUDA, TEXAS HAYS 78610-3523

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Monique Johnston

Monique Johnston, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

MOTOR VEHICLE DEALER LICENSE

THIS IS TO CERTIFY THAT THE FOLLOWING IS HEREBY LICENSED TO ENGAGE IN THE BUSINESS OF SELLING MOTOR VEHICLES AT RETAIL IN THE STATE OF OHIO, SUBJECT TO THE TERMS AND CONDITIONS AS PROVIDED FOR UNDER CHAPTER 4517 OF THE REVISED CODE.

RUSH TRUCK CENTERS OF OHIO INC
3950 PARKWEST DR
COLUMBUS OH 43228

DOING BUSINESS AS
01 RUSH TRUCK CENTER COLUMBUS
02 RUSH TRUCK CENTER COLUMBUS OH

PERMIT NUMBER	ND003962
ISSUE DATE	02/18/2016
EXPIRATION DATE	03/31/2024

MIKE DEWINE
GOVERNOR

THOMAS STICKRATH
DIRECTOR

REGISTRAR
OHIO BUREAU OF MOTOR VEHICLES

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: F112480

GENERAL DISTINGUISHING NUMBER:

MOTOR VEHICLE DIVISION P51793 Motor Vehicle

RUSH TRUCK CENTERS OF TEXAS, L.P.
Rush Bus Center, Dallas, Rush Medium Duty Truck Center, Dallas, Rush Isuzu Trucks, Dallas, Rush Truck Center, Dallas Light and Medium Duty
PO BOX 34630 ATTN: JERI BURGESS
SAN ANTONIO, TEXAS BEXAR 78265-4630

EXPIRES: 07-31-2024
PHYSICAL LOCATION:
4000 IRVING BLVD
DALLAS, TEXAS DALLAS 75247-5816

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

Mid Bus : BS-Bus, COLLINS : BS-Bus, FORD : LT-Light Truck, FORD MEDIUM TRUCK : MT-Medium Truck, Cummins Engine : EN-Engine, Micro Bird : BS-Bus, Blue Bird Bus : BS-Bus

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Monique Johnston

Monique Johnston, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

SUPPLEMENTAL LICENSE INFORMATION

Texas Department of Motor Vehicles

MOTOR VEHICLE DIVISION

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: F112480

GENERAL DISTINGUISHING NUMBER:

P51793 Motor Vehicle

RUSH TRUCK CENTERS OF TEXAS, L.P.
Rush Bus Center, Dallas, Rush Medium Duty Truck Center, Dallas, Rush Isuzu Trucks, Dallas, Rush Truck Center, Dallas Light and Medium Duty
PO BOX 34630 ATTN: JERI BURGESS
SAN ANTONIO, TEXAS BEXAR 78265-4630

EXPIRES: 07-31-2024
PHYSICAL LOCATION:
4000 IRVING BLVD
DALLAS, TEXAS DALLAS 75247-5816

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Monique Johnston

Monique Johnston, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

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PRO

Ford Motor Company
Detroit, MI 48126

July 7, 2023

Buyboard Cooperative Purchasing
12007 Research Blvd.
Austin, TX 78759

RE: Proposal Invitation No. 723-23 Vehicles, Heavy Duty Trucks, Parts and Service Labor

To whom it may concern:

This letter certifies that Rush Truck Centers of Texas LP is an authorized Dealer for Ford Motor Company in the State of Texas.

Sincerely,

Stacy Padilla

Stacy Padilla
Ford Pro – Government Sales Manager
214-497-0214/smerrill@ford.com

CALIFORNIA
Ceres 209-857-7400
San Diego 858-586-2300
San Diego (Ford) 858-586-2300
Whittier 562-551-5000

COLORADO
Denver Medium-Duty 720-508-7700

FLORIDA
Orlando Light- and Medium-Duty 407-581-8000

NEVADA
Las Vegas 702-970-5000

OHIO
Cincinnati 513-372-8800

OKLAHOMA
Oklahoma City 405-782-3500

TEXAS
Dallas Light- and Medium-Duty 214-678-5900

July 7, 2023

To whom it may concern:
Buyboard Cooperative Purchasing
12007 Research Blvd.
Austin, TX 78759

Regarding: Proposal Invitation No. 723-23 Vehicles, Heavy Duty Trucks, Parts & Service Labor

Rush Truck Centers of Texas L.P. and the Rush Truck Centers locations list below are authorized Hino Trucks Dealers and/or Parts and Service Providers; which are all in good stand with Hino Trucks.

Hino Trucks Dealership	DBA NAME	ADDRESS	CITY	ST	ZIP	PHONE
Rush Truck Centers of California, Inc.	Rush Medium Duty Truck Center, Fontana	15463 Valley Blvd	Fontana	CA	92335	(909) 823-7080
Rush Truck Centers of Arizona, Inc.	Rush Truck Center, Phoenix	9600 West Roosevelt Street	Tolleson	AZ	85353	(602) 422-8100
Rush Truck Centers of Arizona, Inc.	Rush Truck Center, Tucson	755 East 44th St.	Tucson	AZ	85713	(520) 884-5870
Rush Truck Centers of California, Inc.	Rush Truck Center, San Diego	8464 Miramar Rd.	San Diego	CA	92126	(858) 566-2605
Rush Truck Centers of Oklahoma, Inc.	Rush Truck Center, Oklahoma City	8700 West I-40	Oklahoma	OK	73128	405-782-3510
Rush Truck Centers of Oklahoma, Inc.	Rush Truck Center, Tulsa	6015 South 49th West Ave.	Tulsa	OK	74107	(918) 446-3307
Rush Truck Centers of Texas L.P.	Rush Truck Center, El Paso	12253 Gateway West	El Paso	TX	79936	(915) 778-6435
Rush Truck Centers of Georgia, Inc.	Rush Truck Center, Atlanta	2560 Moreland Ave.	Atlanta	GA	30315	(678) 420-7500
Rush Truck Centers of Georgia, Inc.	Rush Truck Center, Doraville	2500 Button Gwinnett Drive	Atlanta	GA	30340	(770) 925-8541
Rush Truck Centers of Georgia, Inc.	Rush Truck Center, Smyrna	2120 Atlanta Rd.	Smyrna	GA	30080	(770) 431-9452
Rush Truck Centers of North Carolina, Inc.	Rush Truck Center, Charlotte	3510 Jeff Adams Dr.	Charlotte	NC	28206	(704) 596-3500
Rush Truck Centers of Virginia, Inc.	Rush Truck Center, Chester	1521 West Hundred Road	Chester	VA	23836	(804) 414-3200
Rush Truck Centers of Florida, Inc.	Rush Truck Center, Jacksonville	5175 West Beaver St.	Jacksonvill	FL	32254	(904) 783-6170
Rush Truck Centers of Kansas, Inc.	Rush Truck Center, Kansas City	11525 South Rogers Rd.	Olathe	KS	66062	(913) 764-6000
Rush Truck Centers of Illinois Inc.	Rush Truck Center, Bloomington	2116 N. Main	Normal	IL	61761	(309) 452-7427
Rush Truck Centers of Texas L.P.	Rush Medium Duty Truck Center, Dallas	4200 Irving Blvd.	Dallas	TX	75247	(214) 905-9212
Rush Truck Centers of Texas L.P.	Rush Truck Center, Austin	16870 South IH 35	Buda	TX	78610	(512) 312-1146
Rush Truck Centers of Texas L.P.	Rush Truck Center, Corpus Christi	3001 IH 69 Access Road	Robstown	TX	78380	(361) 726-4800
Rush Truck Centers of Texas L.P.	Rush Truck Center, Houston	10200 North Loop E	Houston	TX	77029	(713) 495-6300
Rush Truck Centers of Texas L.P.	Rush Truck Center, Houston Northwest	6949 Fairbanks North Houston Road	Houston	TX	77040	3462035100
Rush Truck Centers of Texas L.P.	Rush Truck Center, Pharr	4700 North Cage Blvd.	Pharr	TX	78577	(956) 782-4511
Rush Truck Centers of Texas L.P.	Rush Truck Center, San Antonio	8922 IH-10 East	San Anton	TX	78219	(210) 835-2200
Rush Truck Centers of Texas L.P.	Rush Truck Center, Texarkana	1931 N. Kings Highway	Nash	TX	75569	(903) 838-5750
Rush Truck Centers of Texas L.P.	Rush Truck Center, Waco	1247 Sun Valley Blvd.	Robinson	TX	76706	(254) 662-5400
Rush Truck Centers of Idaho, Inc.	Rush Truck Center, Boise	770 W. Amity Road	Boise	ID	83705	(208) 342-7711

Hino Parts and Service Provider	DBA NAME	ADDRESS	CITY	ST	ZIP	PHONE
Rush Truck Centers Of Texas L.P.	Rush Truck Center, Amarillo	8000 I-40 East	Amarillo	TX	79118	(806) 373-5444
Rush Truck Centers Of Texas L.P.	Rush Truck Center, Lubbock	4515 Avenue A	Lubbock	TX	79404	(806) 747-2579
Rush Truck Centers of Georgia, Inc.	Rush Truck Center, Columbus	1600 Box Road	Columbus	GA	31907	(706) 780-7200
Rush Truck Centers of Georgia, Inc.	Rush Truck Center, Tifton	18 Union Industrial Way	Tifton	GA	31793	(229) 472-5200
Rush Truck Centers Of Texas L.P.	Rush Truck Center, Laredo	10216 Union Pacific Blvd.	Laredo	TX	78045	(956) 724-7383
Rush Truck Centers of California, Inc.	Rush Truck Center, Los Angeles	8830 East Slauson Avenue	Pico Rivera	CA	90660	(562) 566-1800

Should you have any further questions, please do not hesitate to contact me at 248-763-9719.

Mark B. Dysarz

Mark Dysarz
Sr. Manager of Dealer Development
Hino Motors Sales U.S.A., Inc.

ISUZU

August 22, 2023

Via Electronic Mail

Buyboard Cooperative Purchasing
12007 Research Blvd.
Austin, TX 78759

Re: 723-23 Medium-and Heavy-Duty Trucks, Parts and Maintenance Repair Service

To Whom It May Concern:

Isuzu Commercial Truck of America, Inc. ("Isuzu") is the authorized distributor of Isuzu-badged medium-duty trucks in the United States.

Isuzu hereby confirms that various wholly owned subsidiaries of Rush Enterprises, Inc. ("Rush") are authorized by Isuzu to sell and service Isuzu-badged medium-duty trucks from specific authorized locations in twelve (12) States. The wholly owned subsidiaries, which individually are parties to existing Isuzu dealer agreements, are in good standing and are authorized to sell and service Isuzu vehicles from specific dealership facilities. The subsidiaries are:

Rush Truck Centers of Arkansas, Inc.
Rush Truck Centers of California, Inc.
Rush Truck Centers of Colorado, Inc.
Rush Truck Centers of Florida, Inc.
Rush Truck Centers of Georgia, Inc.
Rush Truck Centers of Illinois, Inc.
Rush Truck Centers of Kansas, Inc.
Rush Truck Centers of Missouri, Inc.
Rush Truck Centers of North Carolina, Inc.
Rush Truck Centers of Ohio, Inc.
Rush Truck Centers of Oklahoma, Inc.
Rush Truck Centers of Texas, L.P.

Please contact me by electronic mail at edwin.robinson@icta-us.com should you have questions concerning this matter.

Sincerely,
ISUZU COMMERCIAL TRUCK OF AMERICA, INC.



Edwin Robinson
Manager, Dealer Development

Navistar, Inc
2701 Navistar Drive
Lisle, IL 60532

21 July 2023

To whom it may concern
Buyboard Cooperative Purchasing
12007 Research Blvd.
Austin, TX 78759

To whom it may concern:

Pursuant to Proposal Invitation No. 723-23 Vehicles, Heavy Duty Trucks, Parts and Service Labor – Rush Truck Centers of Texas LP and the attached Rush Truck Centers have the approval from Navistar, Inc. to sell, service, and represent our brand in the following states and regions. (See attached)

Rush Truck Centers is a dealer network in good standing with Navistar, Inc., please contact us if you need further authorization or information.

Sincerely,

John MacHardy
Vice President of Sales – Central Region
Navistar, Inc

ARKANSAS

Jonesboro	870-992-6001
Lowell	479-770-1200
North Little Rock	501-945-8400
Pine Bluff	870-536-4685
Russellville	479-967-5800

GEORGIA

Atlanta	678-420-7500
Atlanta Collision Center	404-212-5900
Augusta	706-842-2350
Columbus	706-780-7200
Doraville	678-578-1600
Gainesville	470-248-7050
Macon	478-845-5800
Smyrna	678-718-3000
Tifton	229-472-5200
Valdosta	229-474-6100

IDAHO

Boise	208-401-2200
Idaho Falls	208-656-6900
Lewiston (Parts/Service)	208-748-7100
Twin Falls	208-732-7800

ILLINOIS

Bloomington	309-205-7100
Carol Stream	630-909-2400
Champaign	217-298-5000
Chicago	708-295-5800
Effingham	217-540-8000
Huntley	847-802-5800
Joliet	815-553-8300
Quincy	217-641-4400
Springfield	217-718-2200

INDIANA

Gary	219-240-2300
Indianapolis	317-677-9200

KANSAS

Olathe	913-815-2400
Salina	785-827-0336
Topeka	785-235-8711
Wichita	316-262-8413

MISSOURI

Cape Girardeau	573-334-5221
Jefferson City	573-636-2133
Joplin	417-781-2766
Kansas City	816-455-1833
St. Joseph	816-233-5688
St. Louis	314-449-7200
St. Peters	636-385-7100
Springfield	417-869-1551
West Plains	417-256-2155

NORTH CAROLINA

Asheville	828-365-3600
Charlotte	704-593-3500
Hickory	828-449-2700

OHIO

Akron	234-231-7600
Cincinnati	513-372-8800
Cleveland	440-482-4000
Columbus	614-541-4500
Dayton	937-280-2300
Lima	567-418-7200

TENNESSEE

Memphis	901-345-6275

UTAH

Farr West (Parts/Service)	801-564-6600
Salt Lake City	801-972-5320
Springville	801-704-8500
St. George	435-414-2700

VIRGINIA

Chester	804-414-3200
Richmond	804-309-4500

ONTARIO, CANADA

Belleville	613-966-4800
Cornwall	613-933-4425
Kemptville	613-258-3467
Kingston	613-546-3336
Markham	905-475-6600
Mississauga	905-671-7600
Oshawa	905-436-9292
Ottawa East	613-741-1231
Ottawa West	613-596-9555
Pembroke	613-735-4194

July 7, 2023

Buyboard Cooperative Purchasing
12007 Research Blvd.
Austin, TX 78759

Subject: Rush Peterbilt Dealership Sole Source Letter
Proposal Invitation Number: 723-23 – Vehicles, Heavy Duty Trucks, Parts, and Service Labor

To Whom It May Concern:

This letter is to inform all parties that **Rush Peterbilt Truck Centers** is authorized to sell and service Peterbilt trucks, tractors, parts and accessories manufactured by or for Peterbilt and Paccar Parts. The dealerships are authorized to do so in the following locations listed below:

DEALERSHIP NAME	ADDRESS	CITY	STATE	ZIP
Rush Peterbilt Truck Centers, Mobile	5500 Linwood Steiner Road	Theodore	Alabama	36582
Rush Peterbilt Truck Center, Phoenix East	440 E. Juanita Avenue	Mesa	Arizona	85204
Rush Peterbilt Truck Center, Phoenix	9600 West Roosevelt Street	Tolleson	Arizona	85353
Rush Peterbilt Truck Center, Tucson	755 East 44th Street	Tucson	Arizona	85713
Rush Peterbilt Truck Center, Flagstaff	2620 E. Huntington Drive	Flagstaff	Arizona	86004
Rush Peterbilt Truck Center, Yuma	3382 East Gila Ridge Road	Yuma	Arizona	85365
Rush Peterbilt Truck Center, San Diego	8464 Miramar Road	San Diego	California	92126
Rush Peterbilt Truck Center, Los Angeles	8830 E. Slauson Avenue	Pico Rivera	California	90660
Rush Peterbilt Truck Center, Fontana	14490 Slover Avenue	Fontana	California	92337
Rush Peterbilt Truck Center, Sylmar	12985 W. Foothill Blvd.	Sylmar	California	91342
Rush Peterbilt Truck Center, Victorville	8205 Caliente Road	Hesperia	California	92344
Rush Peterbilt Medium Duty Truck Center, Fontana	15463 Valley Boulevard	Fontana	California	92335
Rush Peterbilt Truck Center, Whittier	2450 Kella Avenue	Whittier	California	90601
Rush Peterbilt Truck Center, Long Beach	1059 251st St	Harbor City	California	90710
Rush Peterbilt Truck Center, Denver	6955 E. 50th Avenue	Commerce City	Colorado	80022
Rush Peterbilt Truck Center, Greeley	26956 Weld County Road 47	Greeley	Colorado	80631
Rush Peterbilt Truck Center, Pueblo	2575 North Interstate 25	Pueblo	Colorado	81008
Rush Peterbilt Truck Center, Colorado Springs	3550 New Nichols Heights	Colorado Springs	Colorado	80907
Rush Peterbilt Truck Center, Jacksonville East	11430 New Berlin Road	Jacksonville	Florida	32226
Rush Peterbilt Truck Center, Orlando	1925 W. Princeton Street	Orlando	Florida	32804
Rush Peterbilt Truck Centers, Tampa	8111 E. Adamo Drive	Tampa	Florida	33619
Rush Peterbilt Truck Centers, Haines City	915 Roberts Road	Haines City	Florida	33844
Rush Peterbilt Truck Center, Jacksonville	5175 West Beaver Street	Jacksonville	Florida	32254
Rush Peterbilt Truck Center, Orlando South	9401 Bachman Road	Orlando	Florida	32824
Rush Peterbilt Truck Center, Lake City	510 SW Arrowhead Terrace	Lake City	Florida	32024
Rush Peterbilt Truck Center, Bowling Green	251 New Porter Pike	Bowling Green	Kentucky	42103
Rush Peterbilt Truck Center, Las Vegas	4120 Donovan Way	North Las Vegas	Nevada	89030
Rush Peterbilt Truck Center, Farmington	1111 Madison Lane	Farmington	New Mexico	87401
Rush Peterbilt Truck Center, Albuquerque	6521 Hanover Road NW	Albuquerque	New Mexico	87121

Rush Peterbilt Truck Center, Las Cruces	2802 W. Amador Ave	Las Cruces	New Mexico	88005
Rush Peterbilt Truck Center, Oklahoma City	8700 West I-40	Oklahoma City	Oklahoma	73128
Rush Peterbilt Truck Center, Ardmore	2100 Cooper Drive	Ardmore	Oklahoma	73401
Rush Peterbilt Truck Center - Tulsa	6015 South 49th West Avenue	Tulsa	Oklahoma	74107
Rush Peterbilt Truck Center, Nashville	900 Expo Drive	Smyrna	Tennessee	37167
Rush Peterbilt Truck Center, Dallas	515 North Loop 12	Irving	Texas	75061
Rush Peterbilt Medium Duty Truck Center, Dallas	4200 Irving Boulevard	Dallas	Texas	75247
Rush Peterbilt Truck Center, Abilene	326 North Access Road I-20	Tye	Texas	79563
Rush Peterbilt Truck Center, Fort Worth	1480 NE Loop 820	Fort Worth	Texas	76106
Rush Peterbilt Truck Center, Waco	1247 Sun Valley Blvd	Robinson	Texas	76706
Rush Peterbilt Truck Center, Tyler	11042 Highway 69N	Tyler	Texas	75706
Rush Peterbilt Truck Center, Dallas South	911 S. Interstate 45 Service Road	Hutchins	Texas	75141
Rush Peterbilt Truck Center, Arlington	1900 East Division Street	Arlington	Texas	76011
Rush Peterbilt Truck Centers, Wichita Falls	2401 Central Freeway East	Wichita Falls	Texas	76302
Rush Peterbilt Truck Center, El Paso	12253 Gateway Blvd West	El Paso	Texas	79936
Rush Peterbilt Truck Center, Houston	10200 N. Loop E.	Houston	Texas	77029
Rush Peterbilt Truck Center, Lufkin	3901 N. Medford Drive	Lufkin	Texas	75901
Rush Peterbilt Truck Center, Texarkana	1931 North King's Highway	Nash	Texas	75569
Rush Peterbilt Truck Center, Sealy	4606 NE IH 10 Frontage Road	Sealy	Texas	77474
Rush Peterbilt Truck Center, College Station	2801 N. Earl Rudder FRWY	Bryan	Texas	77803
Rush Peterbilt Truck Center, NW Houston	6949 Fairbanks North Houston Rd	Houston	Texas	77040
Rush Peterbilt Medium Duty Truck Center, Houston	8401 East Freeway	Houston	Texas	77029
Rush Peterbilt Truck Center, Beaumont	6975 South Major Rd	Beaumont	Texas	77705
Rush Peterbilt Truck Center, Victoria	4501 US Highway 59 North	Victoria	Texas	77905
Rush Peterbilt Truck Center, Corpus Christi	3001 IH 69 Access Road	Robstown	Texas	78380
Rush Peterbilt Truck Center, San Antonio	8922 Interstate 10 East	Converse	Texas	78109
Rush Peterbilt Truck Center, Laredo	10216 Union Pacific Blvd.	Laredo	Texas	78045
Rush Peterbilt Truck Center, Pharr	4700 North Cage Blvd	Pharr	Texas	78577
Rush Peterbilt Truck Center, Austin	16870 South IH 35	Buda	Texas	78610
Rush Peterbilt Truck Center, Cotulla	2189 Interstate 35	Cotulla	Texas	78014
Rush Peterbilt Truck Center, Brownsville	5994 E. Padre Island Hwy	Brownsville	Texas	78521
Rush Peterbilt Truck Center, North Austin	1205 Smith Road	Austin	Texas	78721
Rush Peterbilt Truck Center, Lubbock	4515 Avenue A	Lubbock	Texas	79404
Rush Peterbilt Truck Center, Amarillo	8000 I-40 East	Amarillo	Texas	79118
Rush Peterbilt Truck Center, Odessa	7450 E. IH 20 Frontage Road	Odessa	Texas	79766
Rush Peterbilt Truck Center, Dalhart	1117 South Highway 87	Dalhart	Texas	79022

If you have additional questions, please feel free to contact me at 940.591.4218

PETERBILT MOTORS COMPANY

By: John Ball
John Ball
Title: Manager of Dealer Network Development
Date: July 7, 2023

Exhibit C: Rush Limited Warranty

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new product(s) sold by Rush are limited only to any printed warranty provided by the applicable manufacturer of the product. EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used product(s) sold by Rush are sold on an "AS IS, WHERE IS" basis, without any warranties by Rush. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Rush warrants that all services performed by Rush for a customer, including repair, maintenance and installation services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Service is completed. Customer's sole and exclusive remedy, and Rush's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. RUSH PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Rush for customer. Rush does not warrant any services provided by any third-party. Any warranties are solely those that are provided by the third-party service provider

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

October 18, 2024

Sent via email to: krusec@rushenterprises.com

Colton Kruse
Rush Truck Centers of Texas, L.P.
555 IH 35 South, Suite 500
New Braunfels TX 78130

Re: Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Services
BuyBoard Contract 723-23

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Services, Contract 723-23 effective 12/1/2023 through November 30, 2024, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through November 30, 2025.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

1st renewal v.02.13.2020

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 the Form 1295 requirements made effective on January 1, 2018, governmental entities in Texas are not required to obtain a Form 1295 from Rush Truck Centers of Texas, LP because 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.)
4. Pursuant to the foregoing, Rush Truck Centers of Texas, LP, as a wholly owned subsidiary of a public company, is not required to submit a Form 1295.

Acknowledged

_____

Michael S. Lyons
Assistant Secretary

State of Texas)
)
County of Comal)

PERSONALLY appeared before me Michael S. Lyons who executed and attested the execution of this document.

SWORN TO BEFORE ME this 11th day of January 2023.

_____

Notary Public for The State of Texas
My Commission Expires: 12/3/24

NICOLE JOHNSON
Notary Public, State of Texas
Comm. Expires 12-03-2024
Notary ID 129222018

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 is _____, my date of birth is _____, and my address is _____, _____, _____, _____, _____. I declare under penalty of perjury that the foregoing is true and correct.
(Street) (City) (State) (Zip Code) (Country)

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.

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** October 27, 2025

SUBJECT: Consider the contract instructor service agreement with Julia Geske for providing tennis instruction services at the Richland Tennis Center in an amount not to exceed $99,000 for FY2026.

PRESENTER: Adrien Pekurney, Director of Parks and Recreation

SUMMARY:

This item requests City Council consideration in approving a contract instructor service agreement with Julia Geske for tennis instruction services at the Richland Tennis Center in an amount not to exceed $99,000 for FY2026.

GENERAL DESCRIPTION:

The Richland Tennis Center utilizes the services of Julia Geske for tennis instruction. Julia is a Professional Tennis Registry Certified Tennis Professional with nearly 10 years of teaching experience. Julia has been the primary contract instructor at RTC and has developed a strong following for both adult and youth instruction in both private and group lessons. Julia continues to be a great representative of Richland Tennis Center and provides excellent instruction, customer service, guest follow-up and communication. Contract instructor services include private instruction, small and large group instruction, as well as tournament site coordination.

In recent years the Richland Tennis Center staffing structure has evolved from full-time staff tennis instructors to contract instructors to support an increase in instruction-based program cost recovery. The use of contract instruction has allowed for increased instructional capacity, allowing for more instruction-based program offerings and availability. All tennis instruction at Richland Tennis Center and NRH Park courts must be coordinated through Richland Tennis Center which allows for consistent program enrollment, program advertising and minimizes scheduling conflicts for court time. In FY2025 Julia Geske's tennis instruction generated over $141,400 in revenue. All instructional services are not paid to instructors until funds have been collected through Richland Tennis Center.

Annual instructor agreement terms are per fiscal year. This item is to award a 12-month contract with term of October 1, 2025, through September 30, 2026.

RECOMMENDATION:

Approve contract instructor service agreement with Julia Geske for providing tennis instruction services at the Richland Tennis Center in an amount not to exceed $99,000 for FY2026.

CITY OF NORTH RICHLAND HILLSs
PARKS AND RECREATION DEPARTMENT
CONTRACT INSTRUCTOR SERVICE AGREEMENT

THE STATE OF TEXAS §

THE COUNTY OF TARRANT§

THIS INDEPENDENT CONTRACTOR INSTRUCTOR SERVICE AGREEMENT (the "Agreement"), is entered into by and between the City of North Richland Hills (the "City") and:

Name **Julia Geske**("Contractor")

The City and Contractor agree as follows:

1. **Independent Contractor:** It is agreed and understood that the Instructor is acting as an independent contractor and not as an employee of the City. It is also agreed and understood that Instructors are not eligible for vacation pay, sick leave, retirement, social security, unemployment, insurance coverage or worker's compensation coverage as a result of Instructor status with the City, its agents, servants, officials, and supervisors in the event of any accident, injury or death that may occur as a result of instruction of recreation classes. The City will make no withholding for taxes of any type from the fee agreed upon. All taxes, including applicable penalties and interest, are to be paid by the Instructor and are solely the liability of the Instructor. In the event a claim is made against the City for payment of taxes, penalties, or interest for or on behalf of Instructor, Instructor agrees to indemnify and hold harmless City for, all such claims or damages, costs and expenses, including attorney's fees.

2. **Compensation and Fee Collection:** The fees for each session of classes, private lessons or group lessons shall be set by Richland Tennis Center. Instructor shall not accept any compensation or payment from any other sources other than the City for services conducted pursuant to this agreement except for any previously agreed upon supply fees. The City will be responsible for accepting all monies and registration for classes and training unless agreed to in writing prior to the start of the first session. Each participant must be properly registered for classes. Instructor shall not allow any participant to take part in any activity unless the participant is properly registered for said activity.

   Payment: Department agrees to pay Contractor **50% (minus expenses) for all drills and classes, 80% for all private lessons or small group lessons, $100 per day flat fee for operating a tournament site.** No payment shall be made until the respective class is complete and the City has received all anticipated revenue for such class. The Base fee for this Agreement is determined by the fee structure approved by the City for each type of program. Notwithstanding the foregoing, the total amount to be paid under this Agreement shall not exceed $99,000. In the event the City Council does not appropriate sufficient funding to make payments under this Agreement during the Term, to include the initial term, any extended term or renewal term, the City shall have the right to terminate this Agreement at the end of the fiscal year for which funds have been appropriated. Contractor is responsible for maintaining accurate records regarding sessions attended. City will process payment to Contractor when Contractor turns in pay sheet request.

3. **Class/Activity Operation:** Instructor is responsible for all operations of the sessions of classes, private lessons and group lessons including planning, purchasing materials and supplies, production of program materials, etc. Instructor is free to advertise with prior consent of City and to provide services to entities or persons other than the City. City may offer classes similar to those provided by Instructor and may use other instructors or its own employees to conduct the same services as Instructor. Instructor is responsible for all set up and preparation of assigned class areas.

Instructor is also responsible for take down and clean-up of assigned areas.

4. **Compliance with Laws**: The Contractor will not discriminate against anyone on the basis of race, color, national origin, age, disability, creed, religion, sex, ancestry or place of birth in the provision of services to the public and will comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1974, and the Americans with Disabilities Act of 1990. Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of services under this Agreement.

5. **Policies and Procedures**: Instructor shall comply with the policies and procedures of the City, Parks and Recreation Department, and all other Federal, State, and local laws.

   Contractor acknowledges that he/she received a Contract Instructor Manual and does agree to abide by the policies and procedures. It is the financial responsibility of the Contractor to remain current on all training, certifications and liability insurance. Contractor will provide copies of said documents to the City.

6. **Criminal Background**: The Contractor and all of his/her employees and volunteers will be subject to a criminal background check at least **every 6-12 months**. If it is found that any criminal background checks are found to be unsatisfactory, the person(s) with the unsatisfactory criminal history will be removed from the program immediately. The Contractor will not have any employee or volunteer assist with any program in the Department without a criminal background clearance given by the Human Resources Department. Violation of this Provision will result in immediate termination of this Agreement.

7. **Confidential Information.** During the term of this Agreement, Contractor may have access to and become familiar with certain confidential information. Contractor agrees that any confidential information so obtained, including without limitation, any and all documents, participant/class rosters, memoranda, correspondence, notes, specifications, and plans, policies and procedures, computer programs, software, and other proprietary data of whatever type of nature, is confidential information in the nature of a trade secret, and is the **exclusive property of the City**. Contractor covenants and agrees that he/she will not directly or indirectly, during or after termination of this Agreement, use for his/her own benefit, use to the detriment of the City, or divulge to persons other than authorized officers of the City, any confidential information of the City. Upon termination of this Agreement, all confidential information shall be left with or returned to the City. Contractor agrees that his/her obligations under this paragraph survive the expiration and/or termination of this Agreement.

8. **Absent/Late**. Contractor is expected to be present at the Richland Tennis Center (or other class location as agreed) at least 10 minutes prior to the scheduled start time of each class. Contractor must check in at the front desk upon his/her arrival, and check out upon his/her departure. Contractor agrees that he/she will not be absent or tardy except in a case of extreme and unanticipated emergency. In the event of such an emergency, Contractor must secure a substitute and notify the Facility Center Manager as far in advance of the scheduled class time as possible. Concerning class sessions, private or group lessons, Contractor must coordinate with client as far in advance of the scheduled session time as possible. **It will be the responsibility of the Instructor to notify participants of any change in the normal class schedule.** If an instructor has two or more incidents during a single month where a session/class is missed due to no sub being obtained, the contact is immediately terminated following the second incident.

9. **Assistant Instructors**: Instructor is responsible for hiring and paying all assistants necessary for conducting class/activity based on safe staff/participant ratio, operating practices and local, state, and federal standards, and will assume responsibility for assistant's actions. Instructor will be responsible for securing qualified substitutes and notifying City of any such change. In the event a qualified substitute

cannot be secured, Instructor will be responsible for notifying the City staff, Coordinator and participants of any temporary change in the normal class schedule.

10. **Class Audits and Evaluations**. Contractor agrees to allow City staff members to sit in on Contractor's classes as deemed necessary by the City in order to observe and audit the classes' operation, to check attendance and to verify Contractor's adherence to curriculum, rules, policies and procedures. Staff members who attend a class as part of their duties and responsibilities as a City employee or representative are not considered class participants for purposes of determining Contractor's compensation. With the exception of Contractor, an approved substitute instructor, City staff members and paid class participants, Contractor may not allow anyone else to sit in on or observe the class without the City's prior authorization. Contractor may, at City's request, be required to administer a class evaluation and submit the results to the City.

11. **Termination**: Either party may terminate this Agreement at any time, for any reason, with thirty (30) days written notice, provided however; the City shall at all times have the right to immediately terminate this Agreement for cause as reasonably determined by the City. Cause will include, but is not limited to, Contractor's arrest or conviction, being charged with a felony or Class A misdemeanor, poor punctuality, poor customer service, failure or refusal to comply with the written policies or directive of the City, misconduct, or breach of this Agreement. In the event of termination, the Instructor shall receive payment based upon a pro-rated basis, for classes or lessons taught up to notice of termination, less any damages incurred by the City for default.

12. **Term:** Subject to Paragraph 11 hereof, the term of this Agreement shall be effective beginning October 1, 2025 and expiring on September 30, 2026.

13. **Effective Date:** Notwithstanding Paragraph 12 above, this Agreement shall not become effective until it is approved and signed by an authorized representative of the City of North Richland Hills.

14. **Liability Waiver:** I hereby release, absolve, indemnify and hold harmless the City of North Richland Hills, the Parks and Recreation Department, its employees, activity officials, supervisors, any or all in the event of an accident, injury or death sustained by Contractor while being transported to and from activity, or while participating in any activity, from any liability of any kind whatsoever. All activities involve some physical nature and I understand and assume the risk. In the event of a serious accident or injury, I understand city officials may contact 911, provide and perform first aid, and when necessary, recommend transport to a hospital and reach a parent/guardian/emergency contact as soon as the situation allows. I do hereby give my approval for participation in any and all of the program activities. I give permission for any photographs taken during these activities to be utilized for promotional uses by the City now and in the future.

15. **INDEMNITY:** INSTRUCTOR AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, TAXES, FINES, PENALITIES, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR ANY PROPERTY, ARISING OUT OF, IN CONNECTIONS WITH, OR RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT, SAVE AND EXCEPT FOR LOSS OR INJURY DUE SOLELY TO THE NEGLIGENCE OF THE CITY. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF INSTRUCTOR AND CITY, THEN RESPONSIBILITY, IF ANY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY DEFENSE OF CITY OR INSTRUCTOR UNDER TEXAS LAW.

16. **Assignment:** Consultant shall not assign, subcontract or transfer any of its interests, duties or obligations in this Agreement without the written consent of the City. Any attempted assignment, subcontract or transfer of all or any part hereof shall be void.

By: _____
Adrien Pekurney, Department Director

APPROVED:

By: _____ Date: _____
Paulette Hartman, City Manager

Or Designee:

By: _____ Date: _____
Name:
Title:

ATTEST:

By: _____
Alicia Richardson, City Secretary/Chief Governance Officer

By: _____
Traci Henderson, Assistant City Secretary

NRH City Council Action: Y ☐ N ☐

Date Approved:

Agenda Item No:

Ord/Res No.

**** APPROVED TO FORM AND LEGALITY:**

By: _____
Cara Leahy White, Interim City Attorney

By: _____
Thomas McMillian, Assistant City Attorney

***** CA-CONTRACT NO. PAR0001_20210331 Rev. 4/17/2023 is pre-approved to Form and Legality for use of this version only. Contracts with no changes to the terms and that are in an amount less than $50,000, do not require signature of the City Attorney. Any modifications to the legal provisions of this Agreement, or contracts $50,000 or greater, shall require additional review, approval and/or signature of the City Attorney's Office.***

17. **Choice of Law; Venue:** This Agreement shall be construed in accordance with the laws of the State of Texas. Should any action, at law or in equity, arise out of the terms herein, exclusive venue for said action shall be in Tarrant County, Texas.

18. **Force Majeure:** Neither party shall be liable for failure to perform its obligations under this Agreement and shall have the right terminate this Agreement if performance is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions or regulations; epidemics; pandemics; fires; strikes; lockouts; natural disasters; riots; material or labor restrictions; transportation restrictions; or other circumstances which are reasonably beyond the control of the party.

[Signature Page follows]

ACCEPTED AND AGREED:

CITY OF NORTH RICHLAND HILLS:

APPROVED:

☐ **(Check the box if $3,000 or less)**

CONTRACTOR NAME: Julia Geske

By: Julia Geske

Name Julia Geske, Contract Instructor

Date: Sept. 18th 2025

* CA-CONTRACT NO. PAR0001_20210331

Rev. 4/17/2023

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[Signature Page follows]

ACCEPTED AND AGREED:

CITY OF NORTH RICHLAND HILLS:

APPROVED:

☐ **(Check the box if $3,000 or less)**

CONTRACTOR NAME: Julia Geske

By: Julia Geske

Name _Julia Geske, Contract Instructor_____

Date: Sept. 18th 2025

* CA-CONTRACT NO. PAR0001_20210331

Rev. 4/17/2023

By: _____
Adrien Pekurney, Department Director

APPROVED:

By: _____ Date: _____
Paulette Hartman, City Manager

Or Designee:

By: _____ Date: _____
Name:
Title:

ATTEST:

By: _____
Alicia Richardson, City Secretary/Chief Governance Officer

By: _____
Crystal Dozier, Assistant City Secretary

NRH City Council Action: Y ☐ N ☐

Date Approved:

Agenda Item No:

Ord/Res No.

**** APPROVED TO FORM AND LEGALITY:**

By: _____
Bradley Anderle, City Attorney

By: _____

***** CA-CONTRACT NO. PAR0001_20210331 Rev. 4/17/2023 is pre-approved to Form and Legality for use of this version only. Contracts with no changes to the terms and that are in an amount less than $50,000, do not require signature of the City Attorney. Any modifications to the legal provisions of this Agreement, or contracts $50,000 or greater, shall require additional review, approval and/or signature of the City Attorney's Office.***

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1368382

Date Filed:
09/25/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Julia Geske
North Richland Hills, TX United States

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

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.
PAR0001_20210331
Tennis Lessons

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is JULIA GESKE, and my date of birth is [redacted].

My address is 7644 RESTING MEWS, NORTH RICHLAND HILLS (city), TX (state), 76182 (zip code), USA (country).

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

Executed in TARRANT County, State of TEXAS, on the 29th day of Sept. (month), 2025 (year).

Julia Geske

Signature of authorized agent of contracting business entity
(Declarant)

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** October 27, 2025

SUBJECT: ZC25-0144, Ordinance No. 3931, Public hearing and consideration of a request from James Stewart for a zoning change from AG (Agricultural) to RE-1 (Residential Estate) at 8912 Eden Road, being 2.001 acres described as Tracts 1F and 1K, Oziah Rumfield Survey, Abstract 1365.

PRESENTER: Clayton Husband, Principal Planner

SUMMARY:

James Stewart is requesting a zoning change from AG (Agricultural) to RE-1 (Residential Estate) on 2.001 acres located at 8912 Eden Road.

GENERAL DESCRIPTION:



The property under consideration is 87,151 square feet in size and consists of two tracts of land located east of Eden Road and south of Rumfield Road. The site is developed with a single-family residence constructed in 1965. The property does not have frontage on Eden Road but has access to the road by an ingress and egress easement. The applicant is requesting a zoning change to RE-1 (Residential Estate) with the intent to plat the property for the construction of an accessory building.

The character of the area is low-density single-family residential. Most properties along Eden Road are zoned AG (Agricultural), with the Flamingo Estates development to the east and south zoned R-2 (Single-Family Residential) and PD (Planned Development). The site is in an area designated on the Vision2030 Land Use Plan as Low Density Residential.

While the AG (Agricultural) district is primarily intended to protect land suited for agricultural uses from incompatible uses, it is also a holding zone intended to preserve land suited for eventual development into other uses. The district was also assigned to properties when they were annexed into the city limits in the past, as required by Section 118-20 of the zoning ordinance. This allowed for zoning changes to be considered at a time when reasonable development of a site was suitable based on long-range plans, availability of public services, and market conditions.

In reference to platting property zoned AG (Agricultural), Section 118-294(9) of the zoning ordinance does not permit property zoned AG to be subdivided or developed for any purpose other than agricultural use without an approved zoning change. In order for the applicant to plat the property, it must be rezoned to an appropriate residential zoning district. The property owner intends to submit a one-lot plat for the property.

VISION2030 COMPREHENSIVE PLAN: This area is designated on the Vision2030 Land Use Plan as Low Density Residential. This designation promotes quality neighborhoods of conventional suburban single-family detached homes. General characteristics of these neighborhoods include a density of two to six dwelling units per acre and houses of one- and two-stories.

CURRENT ZONING: The property is currently zoned (AG Agricultural). The AG district is intended to preserve lands best suited for agricultural use from encroachment of incompatible uses, and to preserve in agricultural use, land suited to eventual development into other uses pending proper timing for practical economical provisions of utilities, major streets, schools, and other facilities so that reasonable development will occur.

PROPOSED ZONING: The proposed zoning is RE-1 (Residential Estate). This district was formerly named R-1-S (Special Single-Family) and is intended to provide areas for very low-density development of single-family detached dwelling units which are constructed at an approximate density of one unit per acre in a quasi-rural setting. The RE-1 district is specifically planned to allow for the keeping of livestock in a residential setting.

SURROUNDING ZONING | LAND USE:

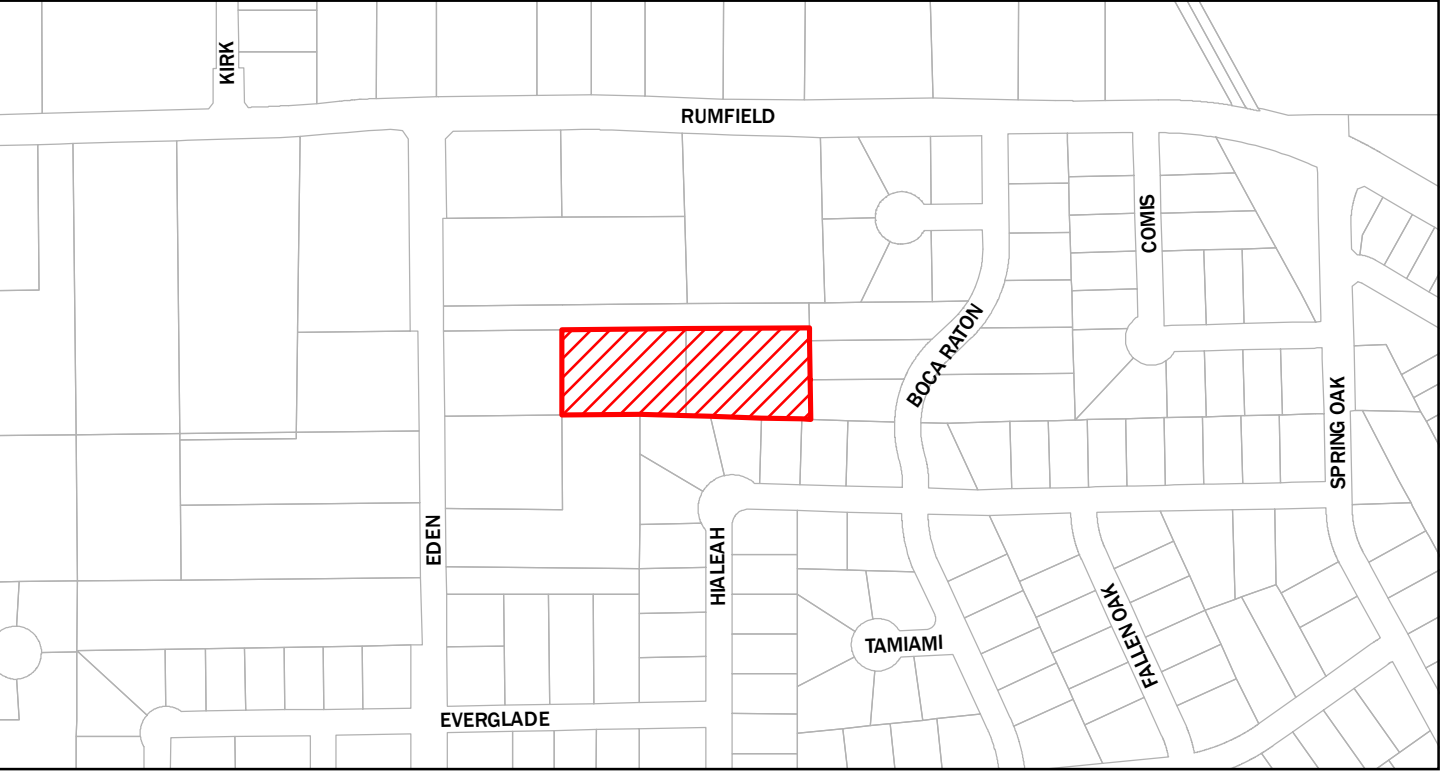
DIRECTION	ZONING	LAND USE PLAN	EXISTING LAND USE
NORTH	AG (Agricultural)	Low-Density Residential	Single-family residences
WEST	AG (Agricultural)	Low-Density Residential	Single-family residences
SOUTH	AG (Agricultural) PD (Planned Development)	Low-Density Residential	Single-family residences
EAST	R-2 (Single-Family Residential)	Low-Density Residential	Single-family residences

PLAT STATUS: The property is unplatted. Approval of a plat would be required prior to any construction.

PLANNING AND ZONING COMMISSION: The Planning and Zoning Commission conducted a public hearing and considered this item at the October 2, 2025, meeting and voted 7-0 to recommend approval.

RECOMMENDATION:

Approve Ordinance No. 3931.

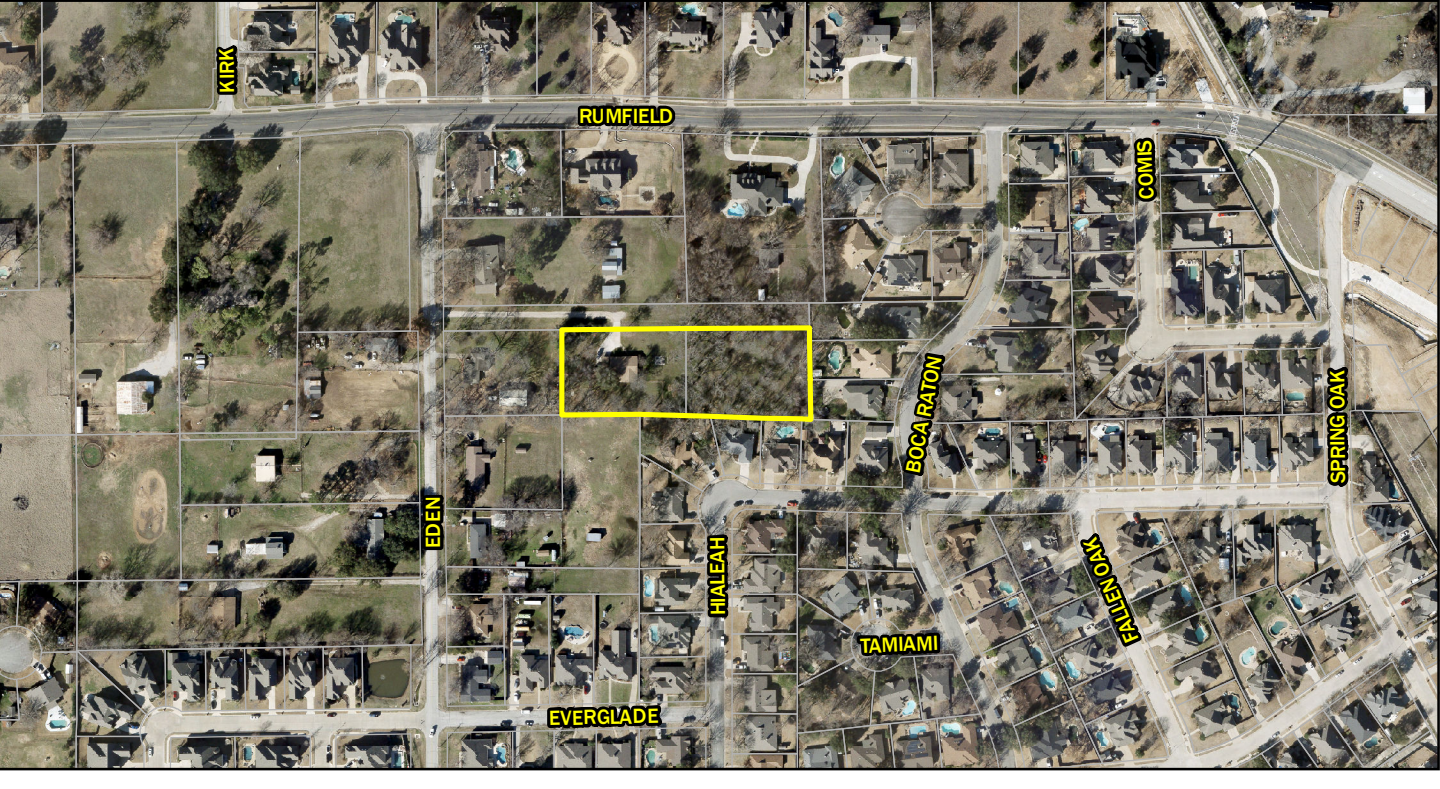


DISCLAIMER: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

N

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558 ft



DISCLAIMER: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

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PUBLIC HEARING NOTICE
CASE: ZC25-0144

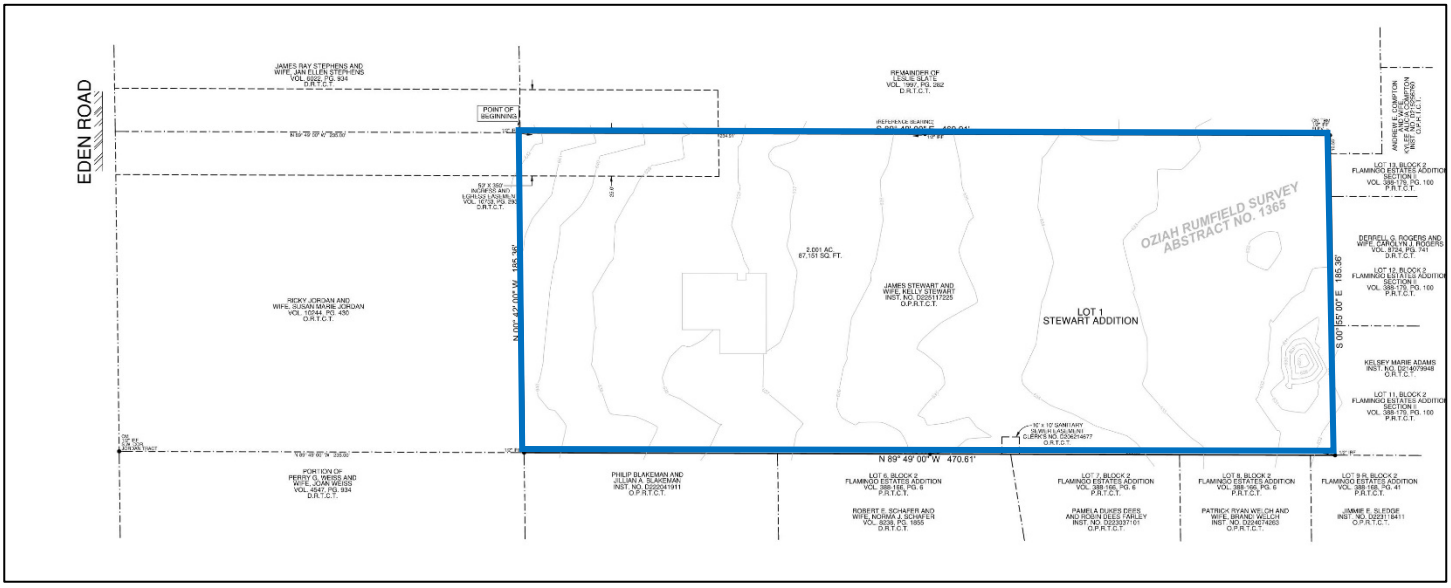
«OWNER»
«MAILING_ADDRESS»
«CITY_STATE» «ZIP»

You are receiving this notice because you are a property owner of record within 200 feet of the property requesting a **zoning change** as shown on the attached map.

APPLICANT	James Stewart
LOCATION	8912 Eden Road
REQUEST	Public hearing and consideration of a request from James Stewart for a zoning change from AG (Agricultural) to RE-1 (Residential Estate) at 8912 Eden Road, being 2.001 acres described as Tracts 1F and 1K, Oziah Rumfield Survey, Abstract 1365.
DESCRIPTION	Proposed zoning change for the future platting of one single-family residential lot for the purpose of constructing an accessory building.
PUBLIC HEARING DATES	Planning and Zoning Commission 7:00 PM Thursday, October 2, 2025 City Council 7:00 PM Monday, October 27, 2025
MEETING LOCATION	City Council Chamber - Third Floor 4301 City Point Drive North Richland Hills, Texas

People interested in submitting letters of support or opposition are encouraged to contact the Planning & Zoning Department for additional information. Letters must be received by the close of the City Council public hearing. Because changes are made to requests during the public hearing process, you are encouraged to follow the request through to final action by City Council.


KIRK
RUMFIELD
COMIS
BOCA RATON
SPRING OAK
EDEN
HIALEAH
TAMIAMI
FALLEN OAK
EVERGLADE
DISCLAIMER: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
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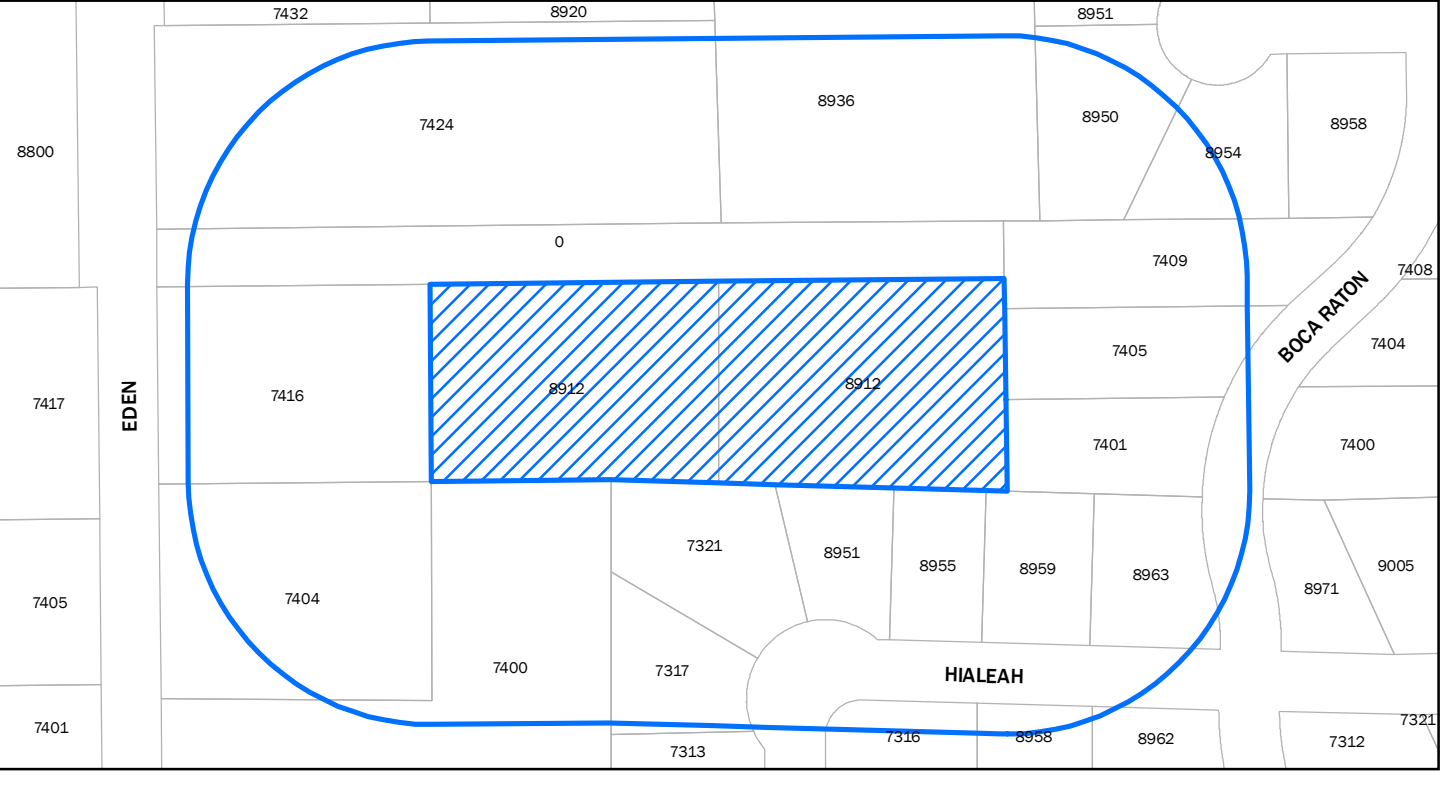

EDEN ROAD
POINT OF BEGINNING
2.001 AC.
87,151 SQ. FT.
LOT 1
STEWART ADDITION
OZIAH RUMFIELD SURVEY
ABSTRACT NO. 1365
N 89° 49' 00" W 470.61'
S 00° 10' 59" E 186.96'
N 00° 10' 59" W 186.96'
JAMES RAY STEPHENS AND WIFE, JAN ELLEN STEPHENS
VOL. 6908, PG. 934 D.R.T.C.T.
REMAINDER OF 2.5 AC. TRACT
VOL. 1357, PG. 262 D.R.T.C.T.
RICKY JORDAN AND WIFE, SUSAN MARIE JORDAN
VOL. 10244, PG. 430 D.R.T.C.T.
JAMES STEWART AND WIFE, KELLY STEWART
INST. NO. D205217225 O.P.R.T.C.T.
PHILIP BLAKEMAN AND JILLIAN A. BLAKEMAN
INST. NO. D220041911 O.P.R.T.C.T.
LOT 6, BLOCK 2 FLAMINGO ESTATES ADDITION
VOL. 388-166, PG. 6 P.R.T.C.T.
ROBERT F. SCHAFER AND WIFE, NORMA J. SCHAFER
VOL. 8026, PG. 1855 D.R.T.C.T.
LOT 7, BLOCK 2 FLAMINGO ESTATES ADDITION
VOL. 388-166, PG. 6 P.R.T.C.T.
PAMELA DUKES ESES AND ROBIN DEES TARLEY
INST. NO. D203037161 O.P.R.T.C.T.
LOT 8, BLOCK 2 FLAMINGO ESTATES ADDITION
VOL. 388-166, PG. 6 P.R.T.C.T.
PATRICK RYAN WELCH AND WIFE, BRANDI WELCH
INST. NO. D204074263 O.P.R.T.C.T.
LOT 9 R, BLOCK 2 FLAMINGO ESTATES ADDITION
VOL. 388-166, PG. 41 P.R.T.C.T.
JIMMIE R. SLEDGE
INST. NO. D220218411 O.P.R.T.C.T.
KELSEY MARIE ADAMS
INST. NO. D214079948 O.P.R.T.C.T.
LOT 11, BLOCK 2 FLAMINGO ESTATES ADDITION SECTION 2
VOL. 388-175, PG. 100 P.R.T.C.T.
LOT 12, BLOCK 2 FLAMINGO ESTATES ADDITION SECTION 2
VOL. 388-175, PG. 100 P.R.T.C.T.
LOT 13, BLOCK 2 FLAMINGO ESTATES ADDITION SECTION 2
VOL. 388-175, PG. 100 P.R.T.C.T.
DEDRELL G. ROGERS AND WIFE, CAROLYN J. ROGERS
VOL. 8784, PG. 741 D.R.T.C.T.
ANDREW E. COMPTON AND WIFE, KYLEE ANN COMPTON
INST. NO. D224213963 O.P.R.T.C.T.
PORTION OF PERRY D. WEISS AND WIFE, SUSAN WEISS
VOL. 4547, PG. 934 D.R.T.C.T.



NOT TO SCALE

NOTIFIED PROPERTY OWNERS
ZC25-0144

OWNER	MAILING ADDRESS	CITY STATE	ZIP
AVELAR, FERNANDO	7508 OVERLAND TR	COLLEYVILLE TX	76034
BERTRAM, JEFFRY	7316 HIALEAH CIR W	NORTH RICHLAND HILLS TX	76182
BIRDVILLE ISD	6125 E BELKNAP ST	HALTOM CITY TX	76117
BLAKEMAN, PHILIP	7400 EDEN RD	NORTH RICHLAND HILLS TX	76182
COMPTON, ANDREW E	7409 BOCA ROTON DR	NORTH RICHLAND HILLS TX	76182
DARLENE MANN ETAL	7349 CRAIG ST	FORT WORTH TX	76112
DEES LIVING TRUST	8951 HIALEAH CIR N	NORTH RICHLAND HILLS TX	76182
DINKEL, JANE	8936 RUMFIELD RD	NORTH RICHLAND HILLS TX	76182
FROHMAN, NATHAN M	7317 HIALEAH CIR W	NORTH RICHLAND HILLS TX	76182
GIBSON, KELSEY	7401 BOCA RATON DR	NORTH RICHLAND HILLS TX	76182
HAMRE, MARIAN ILENE	8950 BOCA RATON CT	NORTH RICHLAND HILLS TX	76182
JORDAN, RICKY	7416 EDEN RD	NORTH RICHLAND HILLS TX	76182
LARRIVIERE, JOHN A	8963 HIALEAH CIR N	NORTH RICHLAND HILLS TX	76182
ROGERS, DERRELL G	7405 BOCA RATON DR	NORTH RICHLAND HILLS TX	76182
ROWLES, KEVIN	8954 BOCA RATON CT	NORTH RICHLAND HILLS TX	76182
SCHAFER, ROBERT E	7321 HIALEAH CIR W	NORTH RICHLAND HILLS TX	76182
SCOTT, LINDA SUSAN	8962 HIALEAH CIR N	NORTH RICHLAND HILLS TX	76182
SHELBY, RICK D	8912 EDEN RD	NORTH RICHLAND HILLS TX	76182
STEPHENS, JAMES RAY	7424 EDEN RD	NORTH RICHLAND HILLS TX	76182
STEWART, JAMES	8912 EDEN RD	NORTH RICHLAND HILLS TX	76182
THE JIMMIE E SLEDGE REVOCABLE TRUST	8959 HIALEAH CIR N	NORTH RICHLAND HILLS TX	76182
WEISS, PERRY G	7404 EDEN RD	NORTH RICHLAND HILLS TX	76182
WELCH, PATRICK RYAN	8955 HIALEAH CIR N	NORTH RICHLAND HILLS TX	76182



DISCLAIMER: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

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563 ft

STATE OF TEXAS
COUNTY OF TARRANT

Being a 2.001 acre tract of land situated in the Oziah Rumfield Survey, Abstract No. 1365, Tarrant County, Texas, being all that certain tract of land described in deed to James Stewart and wife, Kelly Stewart, as recorded in Instrument No. D225117225, Official Public Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2-inch iron rod found at the northwest corner of said Stewart tract and the northeast corner of that certain tract of land described in deed to Ricky Jordan and wife, Susan Marie Jordan, as recorded in Volume 10244, Page 430, Official Records, Travis County, Texas;

Thence South 89° 49' 00" East, passing a 1/2-inch iron rod found at a distance of 234.91 feet and continuing a total distance of 469.91 feet along the north line of said Stewart tract to a 1/2-inch iron rod found at the northeast corner of said Stewart tract;

Thence South 00° 55' 00" East along the east line of said Stewart tract, passing the most southerly northwest corner of Lot 13, Block 2, of Flamingo Estates Addition, Section II, an addition to the City of North Richland Hills, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-179, Page 100, Plat Records, Tarrant County, Texas, at a distance of 10.55 feet and continuing along the common line of said Stewart tract and said Flamingo Estates Addition a total distance of 185.36 feet to a 1/2-inch iron rod found at the southeast corner of said Stewart tract and the southwest corner of said Flamingo Estates Addition, said iron rod being on the north line of Lot 9-R, Block 2, Flamingo Estates Addition, an addition to the City of North Richland Hills, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-168, Page 41, said Plat Records;

Thence North 89° 49' 00" West, passing a 1/2-inch iron rod found at a distance of 235.00 feet and continuing a total distance of 470.61 feet along the south line of said Stewart tract to a 1/2-inch iron rod found at the southwest corner of said Stewart tract, the southeast corner of aforesaid Jordan tract, and the northwest corner of that certain tract of land described in deed to Philip Blakeman and Jillian A. Blakeman, as recorded in Instrument No. D222041911, aforesaid Official Public Records;

Thence North 00° 42' 00" West, a distance of 185.36 feet along the common line of said Stewart and Jordan tracts to the Point of Beginning and containing 87,151 square feet or 2.001 acres of land.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
That **JAMES STEWART**, owner, does hereby adopt this plat designating the hereinabove described property as

LOT 1, STEWART ADDITION,

an addition to the City of Fort Worth, Tarrant County, Texas, and do hereby dedicate to the public use forever the streets and alleys shown hereon.

Witness, my hand, this the _____ day of _____, 2025.

_____
JAMES STEWART

STATE OF TEXAS
COUNTY OF TARRANT

Before me, the undersigned authority, a Notary Public in and for said County and State, on this date personally appeared **JAMES STEWART**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was duly authorized to perform the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2025.

_____
Notary Public in and for the State of Texas
My commission expires _____.

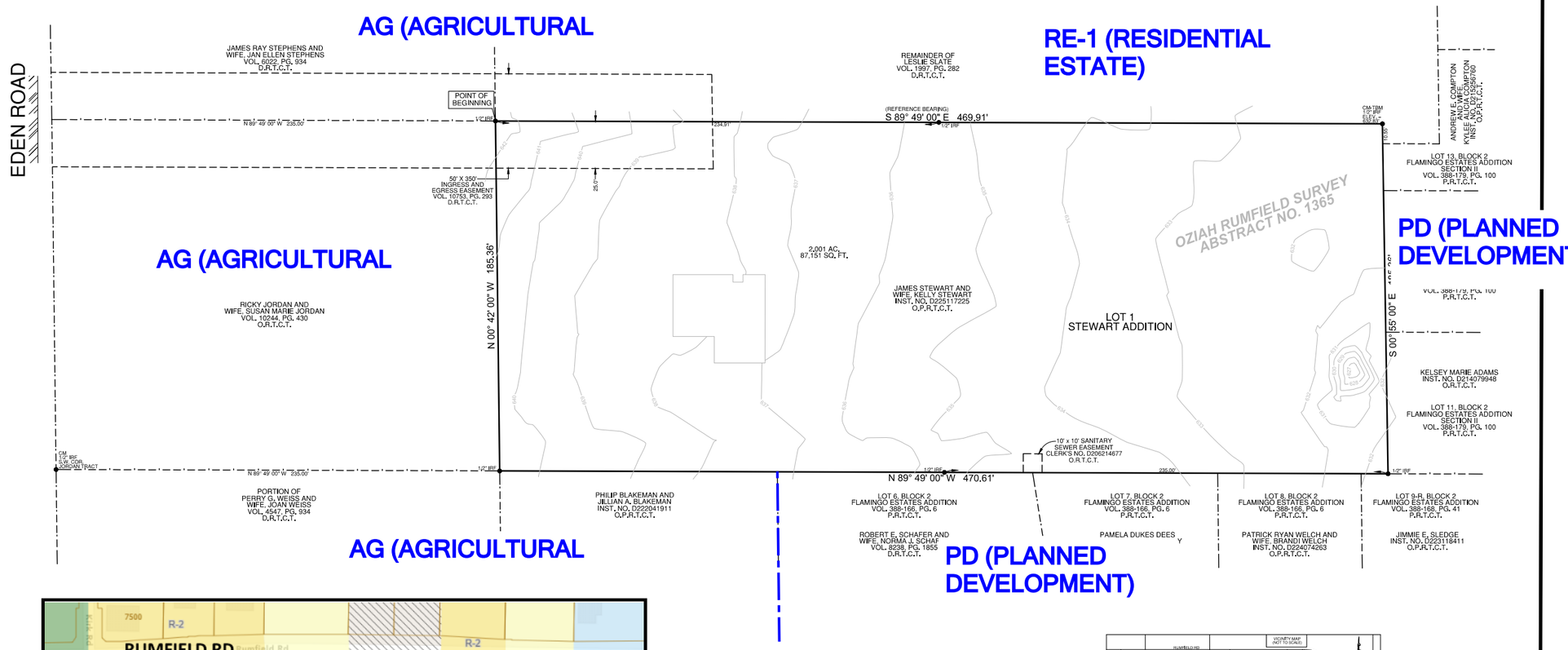
SURVEYOR'S CERTIFICATE

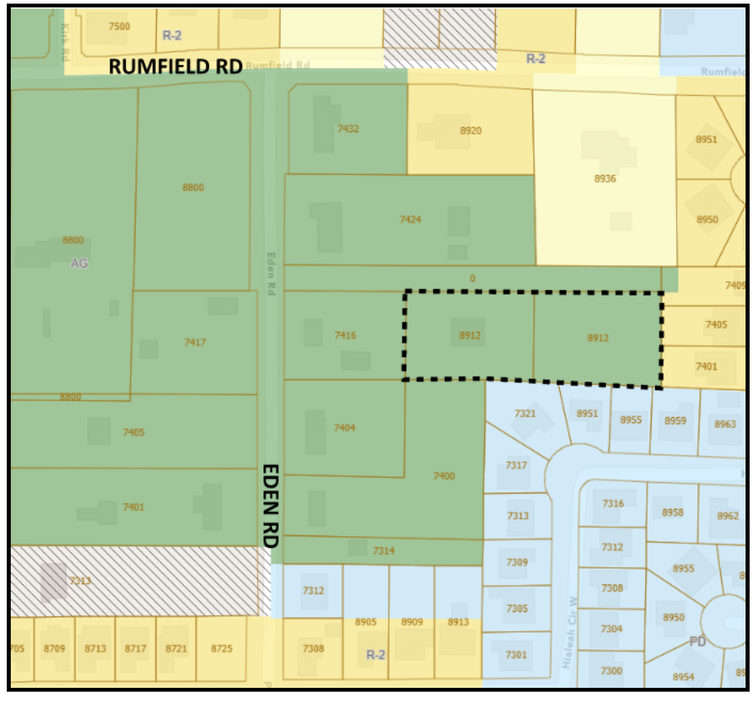
That I, David Apple, a Registered Professional Land Surveyor of the State of Texas, having platted the above subdivision from an actual survey on the ground; and that all lot corners, and angle points, and point of curve shall be properly marked on the ground, and that this plat correctly represents that survey made by me or under my direct supervision.

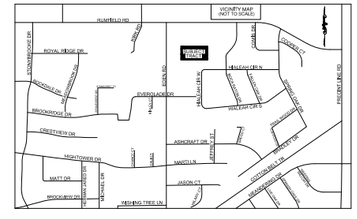
_____
David Apple, R.P.L.S.
Texas Registration No. 5932
Premier Surveying LLC
5700 W. Plano Parkway, Suite 1200
Plano, Texas 75093

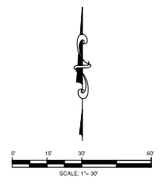
GENERAL NOTES:
1) The bearings for this survey are based on the deed recorded in Inst. No. D225117225, O.P.R.T.C.T.
2) Selling a portion of this addition by metes and bounds is a violation of State platting statues and is subject to fines and withholding of utilities and building permits.
3) The subject property does not appear to lie within the limits of a 100-year flood hazard zone according to the map published by the Federal Emergency Management Agency, and has a zone "X" rating as shown by Map No. 48439C0330 K, dated September 25, 2009.
4) Parkway Improvements such as curb and gutter, pavement tie-in drive approaches, sidewalks and drainage inlets may be required at the building permit issuance via parkway permit.

TOPOGRAPHIC NOTES:
TBM = TEMPORARY BENCHMARK.
CONTOUR INTERVAL EQUALS ONE FOOT.
ELEVATIONS WERE DERIVED FROM GPS OBSERVATIONS.









LAND USE TABLE GROSS & NET ACREAGE 87,151 SQ. FT.; 2.001 AC.	This plat recorded in Document Number _____, dated _____. The purpose of this plat is to create one single family lot.	FINAL PLAT LOT 1 JENKINS ADDITION, A 2.001 ACRE ADDITION TO THE CITY OF NORTH RICHLAND HILLS, TARRANT COUNTY, TEXAS, SITUATED IN THE OZIAH RUMFIELD SURVEY, ABSTRACT NO. 1365 1 LOT PREPARED: JULY, 2025
PROPERTY IS ZONED AG AGRICULTURAL	SURVEYOR: David Apple, RPLS #5932 5700 W. Plano Parkway, Suite 1200 Plano, TX 75093 PHONE: (972) 612-3601 FAX: (855) 892-0468 OWNER: James Stewart 8912 Eden Road North Richland Hills, TX 76182 PHONE: (817) 819-4053	

ORDINANCE NO. 3931
ZONING CASE ZC25-0144

AN ORDINANCE OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF NORTH RICHLAND HILLS, AND THE ZONING MAP OF THE CITY OF NORTH RICHLAND HILLS BY REZONING 2.001 ACRES OF LAND LOCATED AT 8912 EDEN ROAD FROM AG (AGRICULTURAL) TO RE-1 (RESIDENTIAL ESTATE); PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR SEVERABILITY; ESTABLISHING A PENALTY; PROVIDING FOR SAVINGS; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of North Richland Hills, Texas is a home-rule municipality located in Tarrant County, Texas 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; and

WHEREAS, the Zoning Ordinance of the City of North Richland Hills regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and

WHEREAS, the City Council has previously passed an ordinance adopting the Vision2030 Land Use Plan as the primary document on which to base all zoning, platting, and other land use decisions; and

WHEREAS, the Vision2030 Land Use Plan map provides guidance for future development in conformance with the adopted Vision2030 Land Use Plan; and

WHEREAS, the owner of the property containing approximately 2.001 acres of land located at 8912 Eden Road (the “Property”) has filed an application to rezone the Property from its present classification of AG (Agricultural) to RE-1 (Residential Estate); and

WHEREAS, the Planning and Zoning Commission of the City of North Richland Hills, Texas, held a public hearing on October 2, 2025, and the City Council of the City of North Richland Hills, Texas, held a public hearing on October 27, 2025, with respect to the zoning change described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, the Zoning Ordinance of the City of North Richland Hills, and all other laws dealing with notice, publication, and procedural requirements for rezoning the Property; and

WHEREAS, upon review of the application, and after such public hearing, the City Council finds that granting the request herein furthers the purpose of zoning as set forth in the Zoning Ordinance of the City of North Richland Hills and that the zoning change should be granted, subject to the conditions imposed herein;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, THAT:

SECTION 1: The Zoning Ordinance of the City of North Richland Hills is hereby amended by rezoning from AG (Agricultural) to RE-1 (Residential Estate) 2.001 acres of property described as Tracts 1F and 1K, Oziah Rumfield Survey, Abstract 1365, commonly referred to as 8912 Eden Road, as described and shown on **Exhibit "A,"** attached hereto and incorporated for all purposes.

SECTION 2: That the official zoning map of the City of North Richland Hills is amended and the Director of Planning is directed to revise the official zoning map to reflect the approved RE-1 (Residential Estate) zoning, as set forth above.

SECTION 3: The use of the property described above shall be subject to all applicable regulations contained in the Building and Land Use Regulations and all other applicable and pertinent ordinances of the City of North Richland Hills.

SECTION 4: The zoning district as herein established has been made in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the community.

SECTION 5: This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances, City of North Richland Hills, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 6: It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by the valid judgment

or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause, or phrase.

SECTION 7: Any person, firm, or corporation violating any provision of the Zoning Ordinance and the zoning map of the City of North Richland Hills as amended hereby shall be deemed guilty of a misdemeanor and upon final conviction thereof fined in an amount not to exceed Two Thousand Dollars ($2,000.00). Each day any such violation shall be allowed to continue shall constitute a separate violation and is punishable hereunder.

SECTION 8: All rights and remedies of the City of North Richland Hills are expressly saved as to any and all violations of the provisions of any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 9: The City Secretary is hereby authorized and directed to cause the publication of the descriptive caption and penalty clause of this Ordinance as required by law, if applicable.

SECTION 10: This Ordinance shall be in full force and effect upon publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED on this 27th day of October, 2025.

CITY OF NORTH RICHLAND HILLS

By:_____
Jack McCarty, Mayor

ATTEST:

_____
Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

_____
Bradley A. Anderle, City Attorney

APPROVED AS TO CONTENT:

_____
Cori Reaume
Director of Planning

Exhibit A – Property Description – Ordinance No. 3931 – Page 1 of 1

Zoning Case ZC25-0144
Tracts 1F and 1K, Oziah Rumfield Survey, Abstract 1040
8912 Eden Road, North Richland Hills, Texas

BEING a 2.001 acre tract of land situated in the Oziah Rumfield Survey, Abstract No 1365, Tarrant County, Texas, being all that certain tract of land described in deed to James Stewart and wife, Kelly Stewart, as recorded in Instrument Number D225117225, Official Public Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a ½-inch iron rod found for the northwest corner of said Stewart tract and the northeast corner of that certain tract of land described in deed to Ricky Jordan and wife, Susan Marie Jordan, as recorded in Volume 10244, Page 430, Official Records, Tarrant County, Texas;

THENCE South 89° 49' 00" East, passing a ½-inch iron rod found at a distance of 234.91 feet and continuing a total distance of 469.91 feet along the north line of said Stewart tract to a ½-inch iron rod found at the northeast corner of said Stewart tract;

THENCE South 00° 55' 00" East along the east line of said Stewart tract, passing the most southerly northwest corner of Lot 13, Block 2, Flamingo Estates Addition, Section II, an addition to the City of North Richland Hills, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-179, Page 100, Plat Records, Tarrant County, Texas, at a distance of 10.55 feet and continuing along the common line of said Stewart tract and said Flamingo Estates Addition a total distance of 185.36 feet to a ½-inch iron rod found at the southeast corner of said Stewart tract and the southwest corner of said Flamingo Estates Addition, said iron rod being on the north line of Lot 9R, Block 2, Flamingo Estates Addition, an addition to the City of North Richland Hills, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-168, Page 41, said Plat Records;

THENCE North 89° 49' 00" West passing a ½-inch iron rod found at a distance of 235.00 feet and continuing a total distance of 470.61 feet along the south line of said Stewart tract to a ½-inch iron rod found at the southwest corner of said Stewart tract, the southeast corner of aforesaid Jordan tract, and the northwest corner of that certain tract of land described in deed to Philip Blakeman and Jillian A. Blakeman, as recorded in Instrument No. D222041911, aforesaid Official Public Records;

THENCE North 00° 42" 00" West, a distance of 185.36 feet along the common line of said Stewart and Jordan tracts to the **POINT OF BEGINNING** and containing 87,151 square feet or 2.001 acres of land, more or less.

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** October 27, 2025

SUBJECT: ZC25-0145, Ordinance No. 3932, Public hearing and consideration of a request from Santos Catalan for a zoning change from AG (Agricultural) to R-2 (Single-Family Residential) at 8459 Shady Grove Road, being 1.319 acres described as Tract 13A4, Thomas Peck Survey, Abstract 1209.

PRESENTER: Clayton Husband, Principal Planner

SUMMARY:

On behalf of RAA Real Estate Investing LLC (owner), Santos Catalan is requesting a zoning change from AG (Agricultural) to R-2 (Single-Family Residential) on 1.319 acres located at 8459 Shady Grove Road.

GENERAL DESCRIPTION:

The property under consideration is a 1.319-acre tract located on the east side of Shady Grove Road, with access to Fresh Meadows Road. The site is developed with a single-family residence and swimming pool, which are in a state of disrepair. The applicant is requesting a zoning change to R-2 (Single-Family Residential) with the intent to plat the property for the construction of a new residence.



The character of the area is low-density single-family residential with adjacent commercial development. Most properties are zoned R-2 (Single-Family Residential) with a mix of lot sizes. Office, service, and restaurant uses are located south of the property between Shady Grove Road and North Tarrant Parkway. The site is in an area designated on the Vision2030 Land Use Plan as Low Density Residential.

While the AG (Agricultural) district is primarily intended to protect land suited for agricultural uses from incompatible uses, it is also a holding zone intended to preserve land suited for eventual development into other uses. The district was also assigned to properties when they were annexed into the city limits in the past, as required by Section 118-20 of the zoning ordinance. This allowed for zoning changes to be considered at a time when reasonable development of a site was suitable based on long-range plans, availability of public services, and market conditions.

In reference to platting property zoned AG (Agricultural), Section 118-294(9) of the zoning ordinance does not permit property zoned AG to be subdivided or developed for any purpose other than agricultural use without an approved zoning change. In order for the applicant to plat the property, it must be rezoned to an appropriate residential zoning district. The property owner has submitted a one-lot plat for the property, and it is in review by the Development Review Committee.

VISION2030 COMPREHENSIVE PLAN: This area is designated on the Vision2030 Land Use Plan as Low Density Residential. This designation promotes quality neighborhoods of conventional suburban single-family detached homes. General characteristics of these neighborhoods include a density of two to six dwelling units per acre and houses of one- and two-stories.

CURRENT ZONING: The property is currently zoned (AG Agricultural). The AG district is intended to preserve lands best suited for agricultural use from encroachment of incompatible uses, and to preserve in agricultural use, land suited to eventual development into other uses pending proper timing for practical economical provisions of utilities, major streets, schools, and other facilities so that reasonable development will occur.

PROPOSED ZONING: The proposed zoning is R-2 (Single-Family Residential). This district is intended to provide areas for low density development of single-family detached dwelling units which are constructed at an approximate density of 4.0 units per acre.

SURROUNDING ZONING | LAND USE:

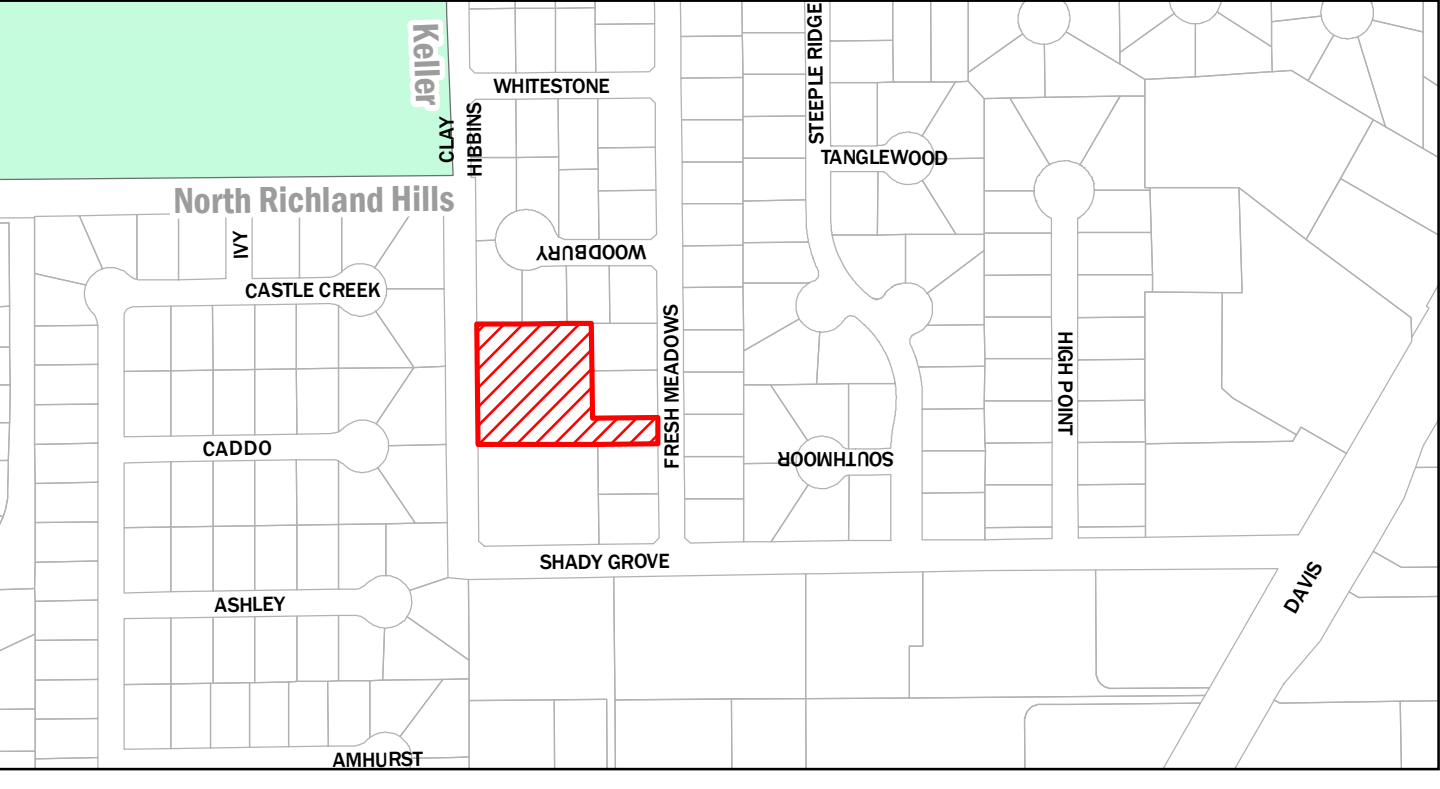
DIRECTION	ZONING	LAND USE PLAN	EXISTING LAND USE
NORTH	R-2 (Single-Family Residential)	Low-Density Residential	Single-family residences
WEST	R-2 (Single-Family Residential)	Low-Density Residential	Single-family residences
SOUTH	R-2 (Single-Family Residential)	Low-Density Residential	Single-family residences
EAST	R-2 (Single-Family Residential)	Low-Density Residential	Single-family residences

PLAT STATUS: The property is unplatted, however a plat application is under review by the Development Review Committee (DRC) for one residential lot. Pending zoning approval, the DRC will be able to approve and file the plat.

PLANNING AND ZONING COMMISSION: The Planning and Zoning Commission conducted a public hearing and considered this item at the October 2, 2025, meeting and voted 7-0 to recommend approval.

RECOMMENDATION:

Approve Ordinance No. 3932.

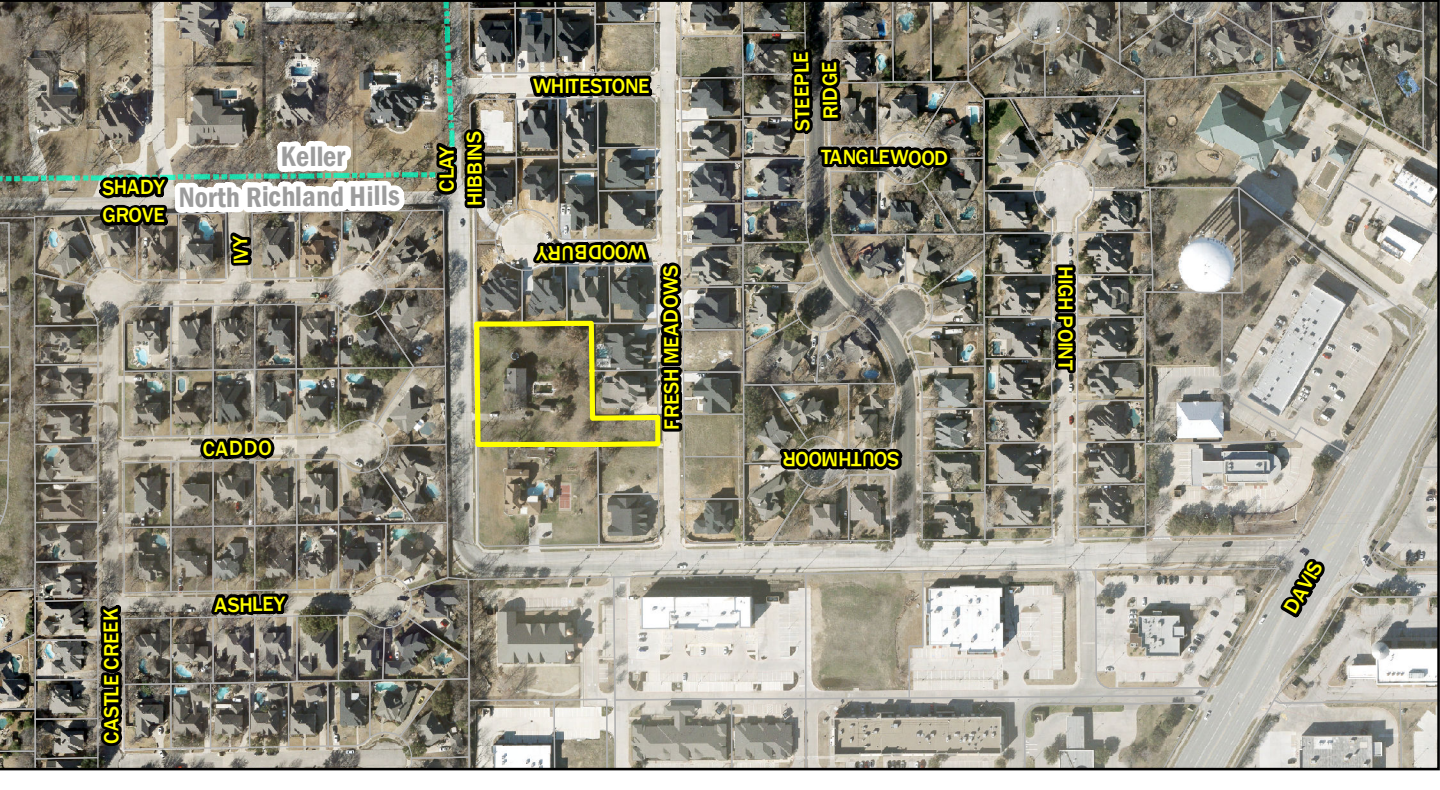


DISCLAIMER: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

N

0 87.5 175 350 525 700

573 ft



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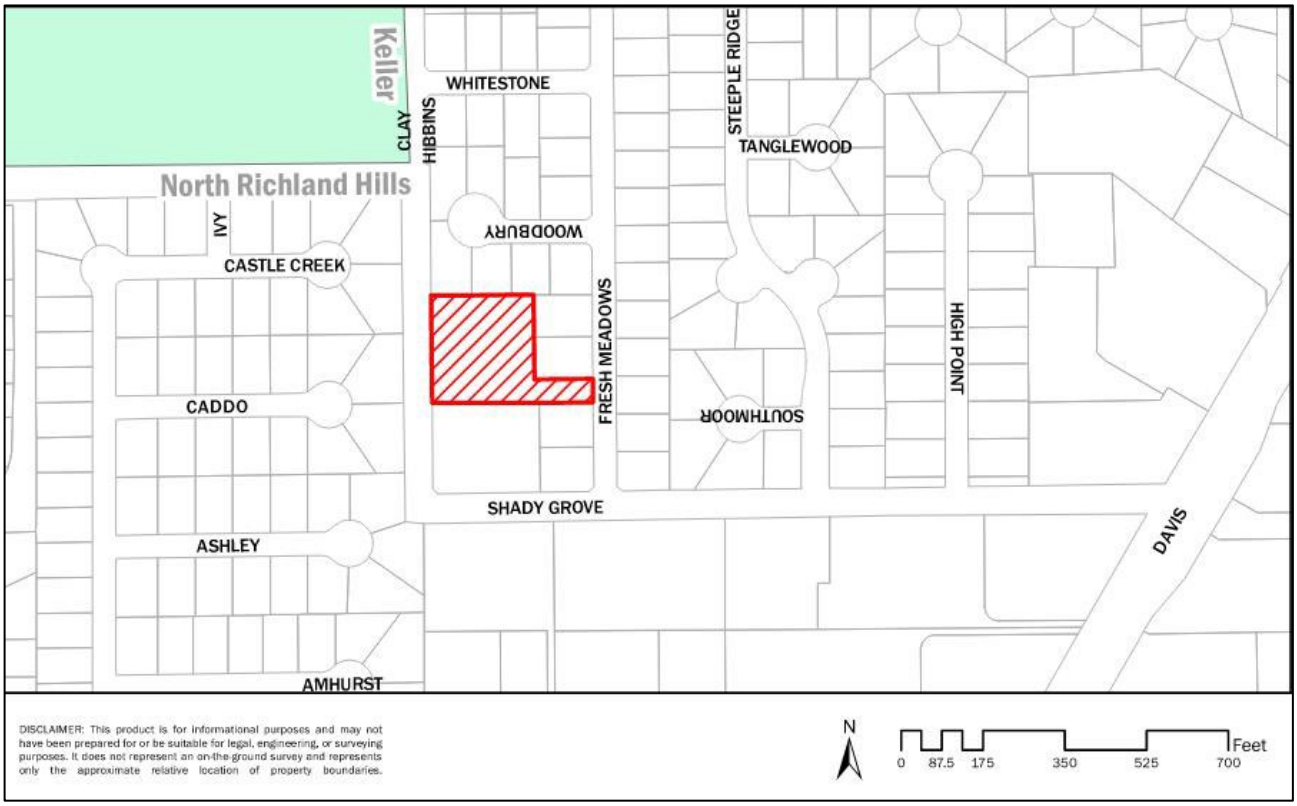
PUBLIC HEARING NOTICE
CASE: ZC25-0145

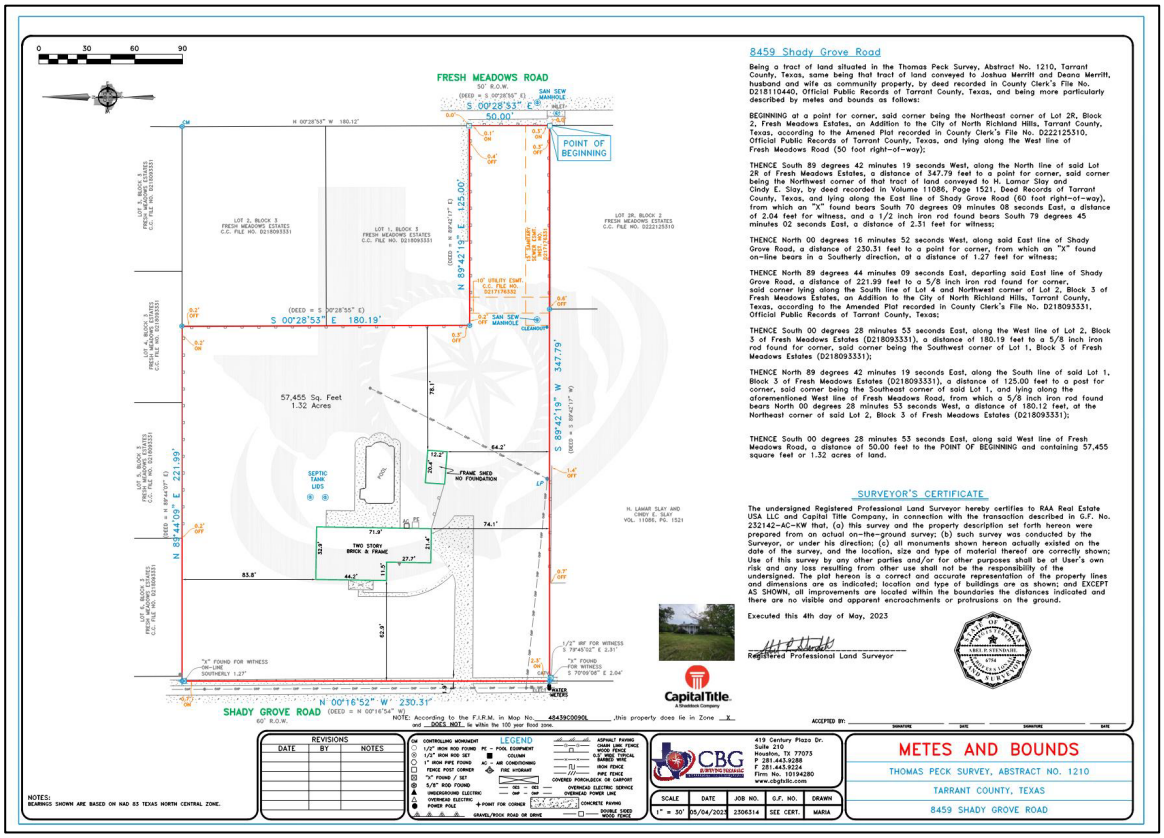
«OWNER»
«MAILING_ADDRESS»
«CITY_STATE» «ZIP»

You are receiving this notice because you are a property owner of record within 200 feet of the property requesting a **zoning change** as shown on the attached map.

APPLICANT	Santos Catalan
LOCATION	8459 Shady Grove Rd
REQUEST	Public hearing and consideration of a request from Santos Catalan for a zoning change from AG (Agricultural) to R-2 (Single-Family Residential) at 8459 Shady Grove Road, being 1.319 acres described as Tract 13A4, Thomas Peck Survey, Abstract 1209.
DESCRIPTION	Proposed zoning change for the future platting of one single-family residential lot for the purpose of constructing a new house on the property.
PUBLIC HEARING DATES	Planning and Zoning Commission 7:00 PM Thursday, October 2, 2025 City Council 7:00 PM Monday, October 27, 2025
MEETING LOCATION	City Council Chamber - Third Floor 4301 City Point Drive North Richland Hills, Texas

People interested in submitting letters of support or opposition are encouraged to contact the Planning & Zoning Department for additional information. Letters must be received by the close of the City Council public hearing. Because changes are made to requests during the public hearing process, you are encouraged to follow the request through to final action by City Council.

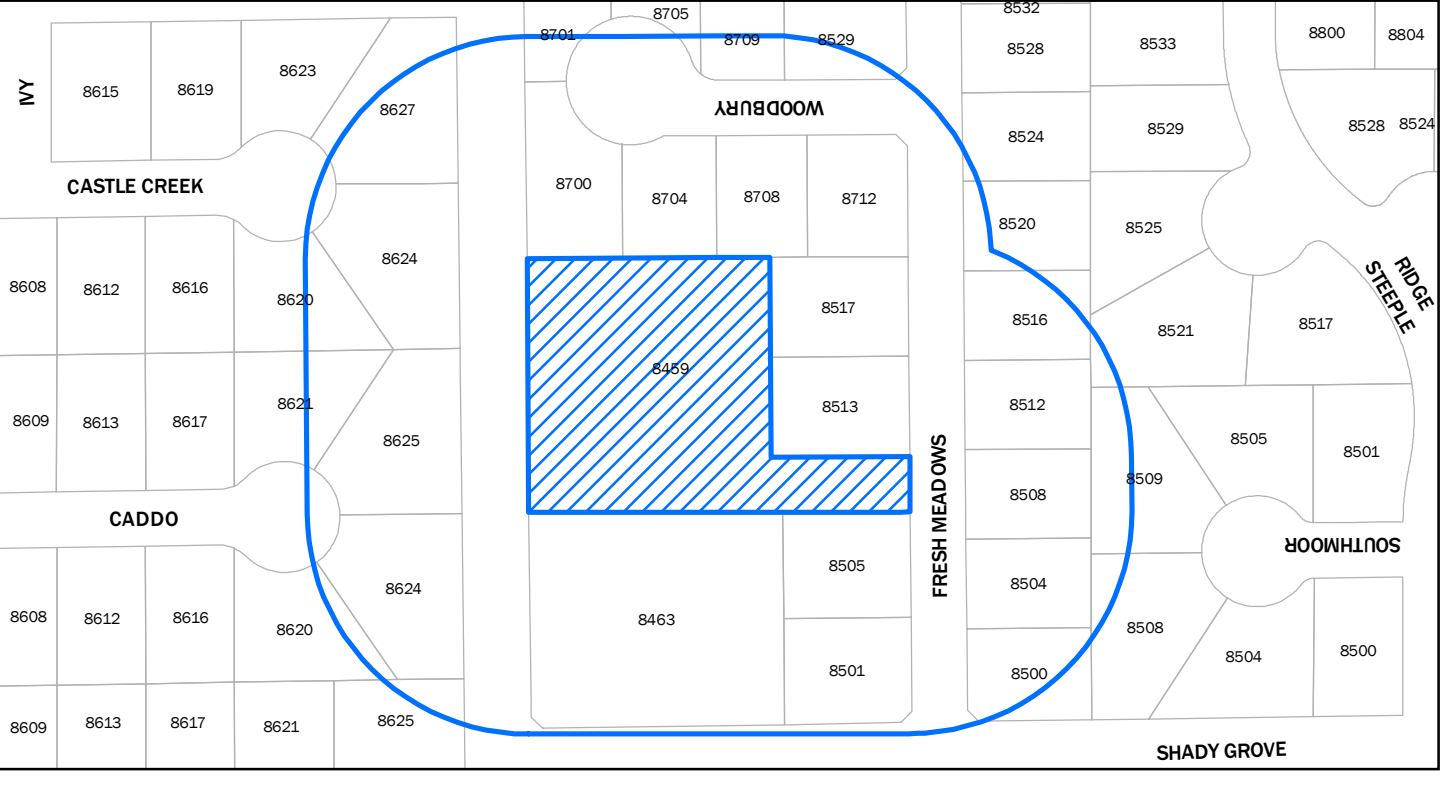

Keller
CLAY
HIBBINS
WHITESTONE
STEEPLE RIDGE
TANGLEWOOD
North Richland Hills
IVY
WOODBURY
CASTLE CREEK
FRESH MEADOWS
HIGH POINT
CADDO
SOUTHMOOR
SHADY GROVE
ASHLEY
DAVIS
AMHURST
DISCLAIMER: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
N
0 87.5 175 350 525 700 Feet


FRESH MEADOWS ROAD
POINT OF BEGINNING
SHADY GROVE ROAD
57,455 Sq. Feet
1.32 Acres
8459 Shady Grove Road
SURVEYOR'S CERTIFICATE
METES AND BOUNDS
THOMAS PECK SURVEY, ABSTRACT NO. 1210
TARRANT COUNTY, TEXAS
8459 SHADY GROVE ROAD
CapitalTitle
CBG SURVEYING TEXAS
419 Century Plaza Dr. Suite 210 Houston, TX 77073
P 281.443.8288
F 281.443.9224
Firm No. 10194280
www.cbgtitle.com

NOT TO SCALE

NOTIFIED PROPERTY OWNERS
ZC25-0145

OWNER	MAILING ADDRESS	CITY STATE	ZIP
ALDARAWSHEH, DANY	417 SUNSET OAKS DR	FORT WORTH TX	76112
BETTENCOURT LIVING TRUST	8705 WOODBURY CT	NORTH RICHLAND HILLS TX	76182
BIRDVILLE ISD	6125 E BELKNAP ST	HALTOM CITY TX	76117
BUCHANAN, CHARLES	858 MOBLEY RD	CEDAR HILL TX	75104
DAY, NATHAN P	8625 ASHLEY CT	NORTH RICHLAND HILLS TX	76182
DEAL, MICHAEL	8627 CASTLE CREEK CT	NORTH RICHLAND HILLS TX	76182
DIAZ, ANDREW	8500 FRESH MEADOWS RD	NORTH RICHLAND HILLS TX	76182
DODD, KEVIN	2601 HIGHLAND PARK CT	COLLEYVILLE TX	76034
EZZEDINE, MARIAM	8513 FRESH MEADOWS RD	NORTH RICHLAND HILLS TX	76182
FISHER, ROBERT	8620 CADDO CT	NORTH RICHLAND HILLS TX	76182
FLESCH, FORREST	8512 FRESH MEADOWS RD	NORTH RICHLAND HILLS TX	76182
FORD, ALYSSA BAEVICH	8509 SOUTHMOOR CT	NORTH RICHLAND HILLS TX	76182
GARCIA, MIGUEL	8708 WOODBURY CT	NORTH RICHLAND HILLS TX	76182
HILL, BRENT JR	8620 CASTLE CREEK CT	NORTH RICHLAND HILLS TX	76182
HU, JERRY CHE JEN	8521 STEEPLE RIDGE DR	NORTH RICHLAND HILLS TX	76182
JEROME AND SHARON LESCZYNSKI FAMILY LIVING TRUST	8700 WOODBURY CT	NORTH RICHLAND HILLS TX	76182
KYEI, GEORGE ACHEAMPONG	8516 FRESH MEADOWS RD	NORTH RICHLAND HILLS TX	76182
LEACH, MELISSA	8701 WOODBURY CT	NORTH RICHLAND HILLS TX	76182
LUMPKIN, PHILLIP	8624 CASTLE CREEK CT	NORTH RICHLAND HILLS TX	76182
MAHONEY, PAUL	8624 CADDO CT	NORTH RICHLAND HILLS TX	76182
MILES, RYAN	8520 FRESH MEADOWS RD	NORTH RICHLAND HILLS TX	76182
NARY, JENNIFER	8621 CADDO CT	NORTH RICHLAND HILLS TX	76182
NASHED, OSMA FAYEZ	5412 CARIBOUR RIDGE DR	WATAUGA TX	76137
NWEKE, NNEKA IFEYINWA	8704 WOODBURY CT	NORTH RICHLAND HILLS TX	76182
ODEH, NAEL	8709 WOODBURY CT	NORTH RICHLAND HILLS TX	76182
PLUMMER, ORVIILLE	8501 FRESH MEADOWS RD	NORTH RICHLAND HILLS TX	76182
RAA REAL ESTATE INVESTING LLC	7040 WHISPERFIELD DR	PLANO TX	75024
SLAY, H LAMAR	8463 SHADY GROVE RD	NORTH RICHLAND HILLS TX	76182
STAFFORD, CLINTON	8524 FRESH MEADOWS DR	NORTH RICHLAND HILLS TX	76182
THE LECKEY FAMILY TRUST	8625 CADDO CT	NORTH RICHLAND HILLS TX	76182
VIDEIRA, ERIKA	85178 FRESH MEADOWS RD	NORTH RICHLAND HILLS TX	76182
WALTHER, TODD	8508 SOUTHMOOR CT	NORTH RICHLAND HILLS TX	76182
YEGANEHJOO, AMIR R	8712 WOODBURY CT	NORTH RICHLAND HILLS TX	76182



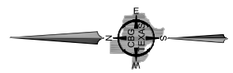
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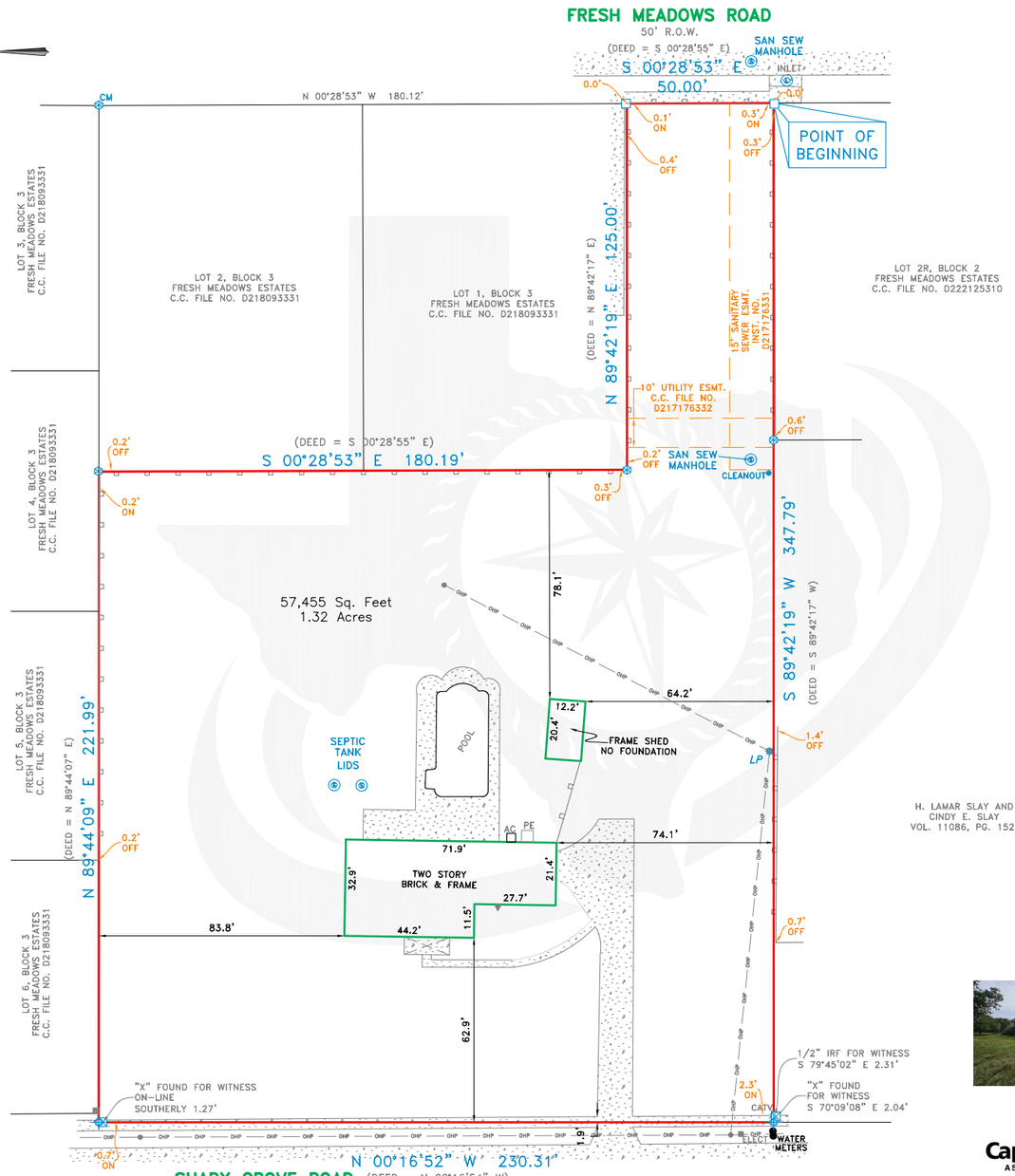
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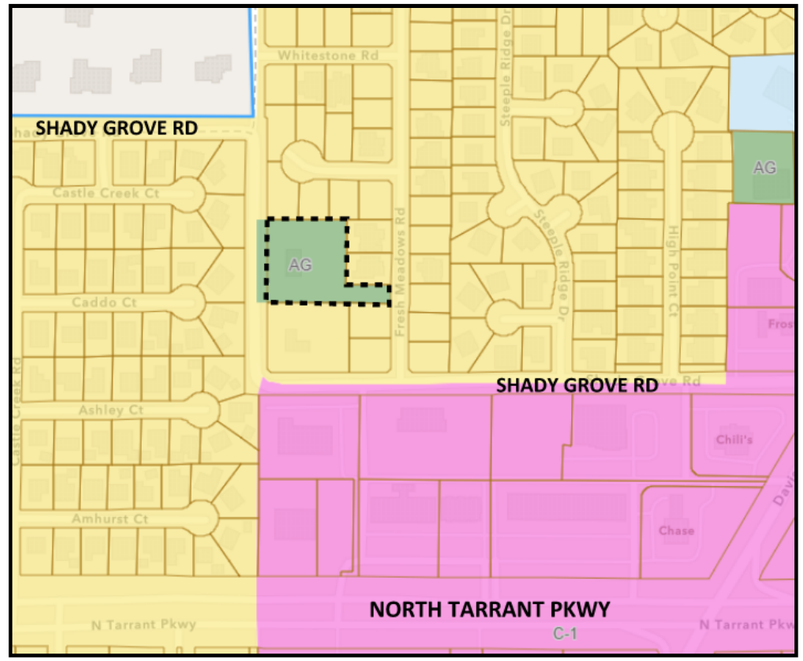
0 40 80 160 240 320

578

0 30 60 90









NOTES:
BEARINGS SHOWN ARE BASED ON NAD 83 TEXAS NORTH CENTRAL ZONE.

NOTE: According to the F.I.R.M. in Map No. 48439C0090L, this property does lie in Zone X and DOES NOT lie within the 100 year flood zone.

ACCEPTED BY: _____ SIGNATURE _____ DATE _____ SIGNATURE _____ DATE

REVISIONS		
DATE	BY	NOTES

LEGEND

- CM CONTROLLING MONUMENT
- 1/2" IRON ROD FOUND
- 1/2" IRON ROD SET
- 1" IRON PIPE FOUND
- FENCE POST CORNER
- "X" FOUND / SET
- 5/8" ROD FOUND
- UNDERGROUND ELECTRIC
- OVERHEAD ELECTRIC POWER POLE
- PE – POOL EQUIPMENT
- COLUMN
- AC – AIR CONDITIONING
- FIRE HYDRANT
- OES – OES OVERHEAD ELECTRIC SERVICE
- OHP – OHP OVERHEAD POWER LINE
- POINT FOR CORNER
- GRAVEL/ROCK ROAD OR DRIVE
- ASPHALT PAVING
- CHAIN LINK FENCE
- WOOD FENCE
- 0.5' WIDE TYPICAL BARBED WIRE
- IRON FENCE
- PIPE FENCE
- COVERED PORCH,DECK OR CARPORT
- CONCRETE PAVING
- DOUBLE SIDED WOOD FENCE

CBG SURVEYING TEXAS LLC
PROFESSIONAL LAND SURVEYING
419 Century Plaza Dr.
Suite 210
Houston, TX 77073
P 281.443.9288
F 281.443.9224
Firm No. 10194280
www.cbgtxllc.com

SCALE	DATE	JOB NO.	G.F. NO.	DRAWN
1" = 30'	05/04/2023	2306314	SEE CERT.	MARIA

THOMAS PECK SURVEY, ABSTRACT NO. 1210

TARRANT COUNTY, TEXAS

8459 SHADY GROVE ROAD

ORDINANCE NO. 3932
ZONING CASE ZC25-0145

AN ORDINANCE OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF NORTH RICHLAND HILLS, AND THE ZONING MAP OF THE CITY OF NORTH RICHLAND HILLS BY REZONING 1.319 ACRES OF LAND LOCATED AT 8459 SHADY GROVE ROAD FROM AG (AGRICULTURAL) TO R-2 (SINGLE-FAMILY RESIDENTIAL); PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR SEVERABILITY; ESTABLISHING A PENALTY; PROVIDING FOR SAVINGS; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of North Richland Hills, Texas is a home-rule municipality located in Tarrant County, Texas 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; and

WHEREAS, the Zoning Ordinance of the City of North Richland Hills regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and

WHEREAS, the City Council has previously passed an ordinance adopting the Vision2030 Land Use Plan as the primary document on which to base all zoning, platting, and other land use decisions; and

WHEREAS, the Vision2030 Land Use Plan map provides guidance for future development in conformance with the adopted Vision2030 Land Use Plan; and

WHEREAS, the owner of the property containing approximately 1.319 acres of land located at 8459 Shady Grove Road (the “Property”) has filed an application to rezone the Property from its present classification of AG (Agricultural) to R-2 (Single-Family Residential); and

WHEREAS, the Planning and Zoning Commission of the City of North Richland Hills, Texas held a public hearing on October 2, 2025, and the City Council of the City of North Richland Hills, Texas, held a public hearing on October 27, 2025, with respect to the zoning change described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, the Zoning Ordinance of the City of North Richland Hills, and all other laws dealing with notice, publication, and procedural requirements for rezoning the Property; and

WHEREAS, upon review of the application, and after such public hearing, the City Council finds that granting the request herein furthers the purpose of zoning as set forth in the Zoning Ordinance of the City of North Richland Hills and that the zoning change should be granted, subject to the conditions imposed herein;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, THAT:

SECTION 1: The Zoning Ordinance of the City of North Richland Hills is hereby amended by rezoning from AG (Agricultural) to R-2 (Single-Family Residential) 1.319 acres of property described as Tract 13A4, Thomas Peck Survey, Abstract 1209, commonly referred to as 8459 Shady Grove Road, as described and shown on **Exhibit "A,"** attached hereto and incorporated for all purposes.

SECTION 2: That the official zoning map of the City of North Richland Hills is amended and the Director of Planning is directed to revise the official zoning map to reflect the approved R-2 (Single-Family Residential) zoning, as set forth above.

SECTION 3: The use of the property described above shall be subject to all applicable regulations contained in the Building and Land Use Regulations and all other applicable and pertinent ordinances of the City of North Richland Hills.

SECTION 4: The zoning district as herein established has been made in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the community.

SECTION 5: This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of North Richland Hills, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 6: It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase

of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause, or phrase.

SECTION 7: Any person, firm, or corporation violating any provision of the Zoning Ordinance and the zoning map of the City of North Richland Hills as amended hereby shall be deemed guilty of a misdemeanor and upon final conviction thereof fined in an amount not to exceed Two Thousand Dollars ($2,000.00). Each day any such violation shall be allowed to continue shall constitute a separate violation and is punishable hereunder.

SECTION 8: All rights and remedies of the City of North Richland Hills are expressly saved as to any and all violations of the provisions of any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 9: The City Secretary is hereby authorized and directed to cause the publication of the descriptive caption and penalty clause of this Ordinance as required by law, if applicable.

SECTION 10: This Ordinance shall be in full force and effect upon publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED on this 27th day of October, 2025.

CITY OF NORTH RICHLAND HILLS

By:_____
Jack McCarty, Mayor

ATTEST:

_____
Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

_____
Bradley A. Anderle, City Attorney

APPROVED AS TO CONTENT:

_____
Cori Reaume
Director of Planning

Exhibit A – Property Description – Ordinance No. 3932 – Page 1 of 1

Zoning Case ZC25-0145
Tract 13A4, Thomas Peck Survey, Abstract 1040
8459 Shady Grove Road, North Richland Hills, Texas

BEING a tract of land situated in the Thomas Peck Survey, Abstract No. 1210, Tarrant County, Texas, same being that tract of land conveyed to Joshua Merritt and Deana Merritt, husband and wife as community property, by deed recorded in County Clerk's File No. D218110440, Official Public Records of Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point for corner, said corner being the Northeast corner of Lot 2R, Block 2, Fresh Meadows Estates, an Addition to the City of North Richland Hills, Tarrant County, Texas, according to the Amened Plat recorded in County Clerk's File No. D222125310, Official Public Records of Tarrant County, Texas, and lying along the West line of Fresh Meadows Road (50 foot right-of-way);

THENCE South 89 degrees 42 minutes 19 seconds West, along the North line of said Lot 2R of Fresh Meadows Estates, a distance of 347.79 feet to a point for corner, said corner being the Northwest corner of that tract of land conveyed to H. Lamar Slay and Cindy E. Slay, by deed recorded in Volume 11086, Page 1521, Deed Records of Tarrant County, Texas, and lying along the East line of Shady Grove Road (60 foot right-of-way), from which an "X" found bears South 70 degrees 09 minutes 08 seconds East, a distance of 2.04 feet for witness, and a 1 /2 inch iron rod found bears South 79 degrees 45 minutes 02 seconds East, a distance of 2.31 feet for witness;

THENCE North 00 degrees 16 minutes 52 seconds West, along said East line of Shady Grove Road, a distance of 230.31 feet to a point for corner, from which an "X" found on-line bears in a Southerly direction, at a distance of 1.27 feet for witness;

THENCE North 89 degrees 44 minutes 09 seconds East, departing said East line of Shady Grove Road, a distance of 221.99 feet to a 5/8 inch iron rod found for corner, said corner lying along the South line of Lot 4 and Northwest corner of Lot 2, Block 3 of Fresh Meadows Estates, an Addition to the City of North Richland Hills, Tarrant County, Texas, according to the Amended Plat recorded in County Clerk's File No. D218093331, Official Public Records of Tarrant County, Texas;

THENCE South 00 degrees 28 minutes 53 seconds East, along the West line of Lot 2, Block 3 of Fresh Meadows Estates (D218093331), a distance of 1 80. 19 feet to a 5/8 inch iron rod found for corner, said corner being the Southwest corner of Lot 1, Block 3 of Fresh Meadows Estates (D218093331);

THENCE North 89 degrees 42 minutes 19 seconds East, along the South line of said Lot 1, Block 3 of Fresh Meadows Estates (D218093331), a distance of 125.00 feet to a post for corner, said corner being the Southeast corner of said Lot 1, and lying along the aforementioned West line of Fresh Meadows Road, from which a 5/8 inch iron rod found bears North 00 degrees 28 minutes 53 seconds West, a distance of 180.12 feet, at the Northeast corner of said Lot 2, Block 3 of Fresh Meadows Estates (D218093331);

THENCE South 00 degrees 28 minutes 53 seconds East, along said West line of Fresh Meadows Road, a distance of 50.00 feet to the **POINT OF BEGINNING** and containing 57,455 square feet or 1.32 acres of land.

NORTH RICHLAND HILLS

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** October 27, 2025

SUBJECT: Consider Ordinance No. 3934, amending Chapter 78, Article IV – "Sanitary Sewer System", Sections 78-213 "Prohibited Discharges" of the Code of Ordinances, City of North Richland Hills, Texas.

PRESENTER: Kenneth Garvin, Public Works Operations Manager

SUMMARY:

City Council is being asked to consider amending Chapter 78, Article IV – "Sanitary Sewer System", Section 78-213 "Prohibited Discharges" of the Code of Ordinances. This change updates the pretreatment program and definitions to align with state permit renewal requirements.

GENERAL DESCRIPTION:

The City contracts with the City of Fort Worth and the Trinity River Authority (TRA) to collect, treat, and discharge all the City's wastewater in accordance to the guidelines set by the Texas Commission on Environmental Quality (TCEQ), which is responsible for implementing and enforcing wastewater regulations in Texas.

TRA also serves as the Control Authority for its pretreatment program through its Texas Pollutant Discharge Elimination Permit (TPDES). The City acts as the Legal Authority and is responsible for implementing the ordinances and enforcing requirements for any permitted Significant Industrial Users (SIUs) within its jurisdiction.

As part of the most recent Central Regional Wastewater System (CRWS) TPDES permit renewal, TCEQ required TRA to update its pretreatment program to incorporate streamlining changes and reassess the Technically Based Local Limits (TBLLs) and added specific definitions.

This amendment ordinance aligns the updates from TRA for the Pretreatment Program and the definitions for Section 78-213 "Prohibited Discharges," specifically: section (19) Trucked or Hauled Pollutants to prohibit for facilities discharging to the City of Fort Worth Village Creek Wastewater Treatment Facility any industrial activities/processes regulated by any specific category listed in 40 Code of Federal Regulations (40 CFR) Parts 405-471 with detectable quantities of PFAS; section (22) BTEX to prohibit for facilities discharging to the City of Fort Worth Village Creek Wastewater Treatment Facility the discharge of BTEX concentration greater than 1.0 mg/L; and section (28) to prohibit for facilities discharging to the City of Fort Worth Village Creek Wastewater Treatment Facility discharge of any PFAS or PFAS-related substances above baseline collection system concentrations of 25 ng/L without an approved plan of correction, as defined in the dischargers permit, which employes "Best Management Practices" (BMPs) to reduce or eliminate the pollutants within one year of detection/notification.

In sewer treatment, BTEX (Benzene, Toluene, Ethylbenzene, and Xylenes) refers to volatile organic compounds (VOCs) that contaminate wastewater, particularly from industrial processes and leaks of petroleum products like gasoline. These compounds are a health concern, and their removal is necessary to prevent harm to humans and the environment, requiring advanced purification methods beyond basic biological treatment.

RECOMMENDATION:

Approve Ordinance No. 3934.

ORDINANCE NO. 3934

AN ORDINANCE OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, AMENDING CHAPTER 78, ARTICLE IV OF THE CODE OF ORDINANCES, NORTH RICHLAND HILLS, TEXAS, AS AMENDED, BY AMENDING SECTION 78-213, "PROHIBITED DISCHARGES" TO PROHIBIT CERTAIN TRUCKED OR HAULED POLLUTANTS, THE DISCHARGE OF BTEX CONCENTRATIONS GREATER THAN 1.0MG/L, AND THE DISCHARGE OF PFAS AND PFAS-RELATED SUBSTANCES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES AND REPEALING CONFLICTING PROVISIONS; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of North Richland Hills ("City") 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; and

WHEREAS, the City Council finds that the unregulated transportation and discharge of liquid waste presents a hazard to the public health, safety, and welfare of the citizens of the City; and

WHEREAS, the City provides wastewater utility service through wholesale wastewater contracts with the City of Fort Worth and the Trinity River Authority; and

WHEREAS, these wholesale wastewater contracts provide that the City, as a wholesale customer, agreed that it would comply with all permit conditions in any way relating to the collection system and the discharge into the collection system; and

WHEREAS, the Texas Commission on Environmental Quality has requested that the holders of TPDES permits and all jurisdictions contributing to their wastewater collection systems to make certain amendments and revisions to their respective industrial waste ordinances; and

WHEREAS, the City Council finds that the amendments herein are in the best interest of the public health, safety, and welfare of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, THAT:

Section 1: The City Council hereby finds the recitals above to be true and correct, and such recitals are hereby incorporated into this Ordinance as if written herein.

Section 2: Section 78-213, "Prohibited Discharges", of Article IV "Sanitary Sewer System" of Chapter 78 "Utilities" of the North Richland Hills Code, is hereby amended by amending subsections (d)(19), (d)(22), and (d)(28) to read as follows:

"(19) Trucked or Hauled Pollutants.

a. Trucked or hauled industrial waste, except as approved in writing by the director; or

b. **For facilities discharging to the City of Fort Worth Village Creek Wastewater Treatment Facility:** Trucked or hauled waste from any industrial activities/processes regulated by any specific category listed in 40 Code of Federal Regulations (40 CFR) Parts 405-471 with detectable quantities of PFAS.

…

(22) BTEX. **For facilities discharging to the City of Fort Worth Village Creek Wastewater Treatment Facility:**
BTEX concentration greater than 1.0 mg/L.

…

(28) **For facilities discharging to the City of Fort Worth Village Creek Wastewater Treatment Facility:** Any PFAS or PFAS-related substances above baseline collection system concentrations of 25 ng/L without an approved plan of correction, as defined in the dischargers permit, which employes "Best Management Practices" (BMPs) to reduce or eliminate the pollutants within one year of detection/notification.**"**

Section 3: This Ordinance shall be cumulative of all provisions of the North Richland Hills Code, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event conflicting provisions of such ordinances and such Code are hereby repealed.

Section 4: It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and, if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

Section 5: Any person, firm, or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and shall be fined, upon conviction, in accordance with Section 1-13 of the North Richland Hills Code. Each day that a violation is permitted to exist shall constitute a separate offense and shall be punishable as such.

Section 6: All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances in the North Richland Hills Code that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 7: The City Secretary is hereby authorized and directed to cause the publication of this Ordinance in accordance with applicable law.

Section 8: This Ordinance shall be in full force and effect upon its passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED on the 27th day of October, 2025.

_____
Jack McCarty, Mayor

ATTEST:

_____
Alicia Richardson,
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

_____
Bradley A. Anderle, City Attorney

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** October 27, 2025

SUBJECT: Consider the award of RFB No. 25-018 to C. Green Scaping, LP, for construction of the Smithfield Safe Routes to School Project (SD2404), in the amount of $472,445, and authorize the City Manager to execute the related construction agreement.

PRESENTER: Nathan Frohman, City Engineer

SUMMARY:

The City Council is being asked to award RFB No. 25-018 to C. Green Scaping, LP, and authorize the City Manager to execute the related construction agreement for the Smithfield Safe Routes to School Project (SD2404).

GENERAL DESCRIPTION:

The federally funded Transportation Alternatives Set-Aside Program provides funding for Safe Routes to School specifically to focus on encouraging children in grades K-8 to walk and bicycle to school. This is accomplished by making bicycling and walking to school safer and more appealing. The Smithfield Safe Middle School Safe Routes to Schools project is identified in the FY2026 Capital Project Budget as SD2404.

The Regional Transportation Council took action to award $663,596 to the City of North Richland Hills for Safe Routes to School under the Transportation Alternatives Set-Aside Program. The award represents 80% of the total proposed construction cost for the project, with 20% of construction costs being the city's share. The City of North Richland Hills is utilizing Transportation Development Credits (TDC) in place of the 20% share of construction costs. The city will be responsible for 100% of engineering costs, as well as any direct and indirect costs. The city is also responsible for 100% of any overage in construction costs that exceed the $663,596 construction budget.

The specific scope of work for the project consists of sidewalk improvements, pedestrian ramp construction and replacement, crosswalk striping and intersection signing for various locations within a ½ mile radius of Smithfield Middle School. All of the proposed improvements will meet current Americans with Disabilities Act (ADA) regulations to help make pedestrian access to Smithfield Middle School available to all.

A bid opening was conducted for the Smithfield Safe Routes to School Project on August 13, 2025. Notice of the city's intent to bid was advertised in local newspapers, as required by state statute, and posted on the city's website. Bid specifications were viewed on the

city's website by multiple entities. The project received 4 bids, which were opened during the August 13, 2025, bid opening. The bids are provided, below:

Description	Meca Construction LLC	C. Green Scaping, LP	Tejas Cutters, LLC	Don Smith Concrete, LLC
Base Bid Total	$402,000.00	$472,445.00	$612,913.30	$753,105.00

Although Meca Construction, LLC, submitted the lowest base bid in the amount of $402,000, they were determined to be ineligible due to not meeting TxDOT's prequalification requirements. The next lowest bidder, C. Green Scaping, LP, submitted a base bid of $472,445 and has been confirmed as properly prequalified.

Funding for this project was included in the FY 2026 Adopted Capital Projects Budget in the Smithfield Safe Routes to School Project (SD2404).

RECOMMENDATION:

Award RFB Bid No. 25-018 to C. Green Scaping, LP, for construction of the Smithfield Safe Routes to School Project (SD2404) in the amount of $472,445 and authorize the City Manager to execute the related construction agreement.

STANDARD FORM OF CONSTRUCTION AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

THIS AGREEMENT is entered into this the 27th day of October 2025, by and between the CITY OF NORTH RICHLAND HILLS, a municipal corporation, of the County of Tarrant and State of Texas, hereinafter called "OWNER" and C. Green Scaping, LP of the City of Fort Worth, County of Tarrant and State of Texas hereinafter called "CONTRACTOR."

OWNER and CONTRACTOR in consideration of the mutual covenants contained in this Agreement, agree as follows:

ARTICLE 1. WORK.

CONTRACTOR covenants and agrees to perform the Work in every detail, in a good and first-class workmanlike manner as specified and indicated in the Contract Documents, of which are incorporated in this Agreement in their entirety as if they were herein set out at length written word for word. The CONTRACTOR shall furnish all labor, materials, tools and equipment required to perform and complete the Work in strict accordance with these Contract Documents. The Work is described as follows:

SMITHFIELD MIDDLE SCHOOL SAFE ROUTES TO SCHOOL (SD2404)

ARTICLE 2. CONTRACT PRICE.

OWNER agrees to pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, the price or prices shown in the bidder's proposal, which total the following amount:

FOUR HUNDRED SEVENTY-TWO THOUSAND FOUR HUNDRED AND FORTY-FIVE DOLLARS AND 00/100 CENTS ($472,445.00) (“Contract Price”).

ARTICLE 3. CONTRACT TIME / TERMINATION / LIQUIDATED DAMAGES.

Unless otherwise stated in this agreement, **time shall be considered of the essence.**

a. When **time is of** the essence, the CONTRACTOR shall be liable for failure to deliver or delay in delivery occasioned by and including without limitation strikes, lock-outs, inability of obtaining material or shopping space, breakdowns, delays of carriers or suppliers, and preexisting governmental acts and regulations of the Federal and State governments or any subdivision thereof, unless such governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the CONTRACTOR prior to submission of his/her and City Council's acceptance thereof.

b. When **time is not of** the essence, this agreement shall be inoperative during such period of time that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the CONTRACTOR has any commercially reasonable alternative method of performing this contract by purchase on the market or otherwise, he/she shall not be freed of his/her obligation hereunder by this clause, even though the goods intended for this contract were destroyed or their delivery delayed because of any event described above.

c. **As time is of the essence on this contract**, CONTRACTOR agrees to commence work under this contract within fifteen (15) days from the date specified in the "Notice to Proceed" and complete each phase of construction within the durations specified in the following table. The durations specified are working days and are subject to such extensions of time as are indicated in the Special Provisions.

   Working Days is defined by TxDOT local government general requirements and covenants Item 8L 'Prosecution and Progress'. Counting of contract time will only be stopped when the Owner issues a written notice stating this fact, or when the project is noted as substantially complete by written notice from the Owner. OWNER shall determine when such action is necessary.

   Extensions of time due to weather delays shall be determined in accordance with the following formula:

   E = R-P where R is greater than or equal to P, and

   E = Extra Precipitation Days
   P = Average Precipitation Days
   R = Total Precipitation Days

Average Precipitation Days (P) is defined as a day of rain, sleet, hail, snow or any combination thereof, and shall be based upon the average precipitation for each month of the year as defined in the Local Climatological Data summaries issued by the National Climatic Data Center in Asheville, North Carolina, and for this contract shall be as follows:

Average Precipitation

Month	Jan	Feb	Mar	Apr	May	June
Number of Days	6	6	7	7	8	6
Month	July	Aug	Sept	Oct	Nov	Dec
Number of Days	4	4	6	6	6	6

Partial months shall be prorated uniformly for the entire month and the sum of all the months used will be rounded to the nearest whole number. This number shall be P.

Total Precipitation Days (R) is defined as a day of rain, sleet, hail, snow or any combination thereof, if determined by the Owner's Project Representative that the Contractor's construction cannot progress substantially due to precipitation and thus be put in the Daily Inspection Logs as a precipitation day. The sum of all precipitation says shall be R.

The total number of Extra Precipitation Days (E) shall be granted to the Contractor as extension of time due to weather delays, and no additional time due to drying time for saturated soil will be allowed. This contract time is both multi-tiered and cumulative.

e. **Liquidated Damages.** The CONTRACTOR further agrees to pay the following as liquidated damages:

(1) $600 per working day for any unfinished work beyond 100 consecutive working days after the “Notice to Proceed” issuance date. This rate shall continue until such time that the Project is complete and accepted by the OWNER

(2) It is understood between the parties hereto that these sums shall be treated as liquidated damages and not as a penalty, and the OWNER may withhold from the CONTRACTOR's compensation such sums as liquidated damages.

The parties consider the CONTRACTOR's failure to complete performance of the entire contract within the 100th working day after the "Phase I Notice to Proceed" date a substantial breach of this agreement, and the amount of liquidated damages set forth herein is a reasonable and fair estimate of just compensation for CONTRACTOR's failure to timely perform the contract.

If there is any conflict between any provision of this Article 3, and any other Provision in this agreement, or in any attachment hereto or any other Contract Document, this Article 3 shall control.

ARTICLE 4. PARTIAL PAYMENT.

OWNER shall make payments to the CONTRACTOR in the following manner. On or about the first of each month, the OWNER, or the OWNER's Authorized Representative, will make accurate estimates of the value, based on contract prices, of the work done and materials incorporated in the work and of materials suitably stored at the site during the preceding calendar month. The CONTRACTOR shall furnish to the OWNER, or the OWNER's Representative, such detailed information as the OWNER may request to aid OWNER as a guide in the preparation of the monthly estimate.

Within the following thirty (30) days, OWNER shall make partial payments to the CONTRACTOR for work performed during the preceding calendar month as estimated by the OWNER or OWNER's Representative. Ten percent (10%) of each estimate shall be retained by the OWNER until final completion and acceptance of all work covered by the Contract for contracts less than four hundred thousand dollars ($ 400,000). Five percent (5%) of each estimate shall be retained by the OWNER until final completion and acceptance of all work covered by the Contract for contracts greater than four hundred thousand dollars ($ 400,000). Upon completion and acceptance of all work in compliance with the Contract, the OWNER shall, within thirty (30) days, pay the CONTRACTOR the balance due under the terms and conditions of the Contract.

It is understood that the monthly estimates shall be approximate only, and all monthly estimates and partial payments shall be subject to correction in the estimate rendered following the discovery of an error in any previous estimate, and such estimate shall not in any respect be taken as an admission of the OWNER of the amount of work done or of its quality or sufficiency nor as an acceptance of the work or the release of the CONTRACTOR of any of its responsibility under the Contract.

ARTICLE 5. DISCRIMINATION.

The CONTRACTOR agrees, in connection with the performance of work under this contract as follows:

a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, national origin or ancestry. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

b. The CONTRACTOR agrees to include this non-discrimination clause in any subcontracts connected with the performance of this agreement.

c. In the event of the CONTRACTOR's non-compliance with the above non-discrimination clause, the contract may be canceled or terminated by the OWNER. The CONTRACTOR may be declared by the OWNER to be ineligible for future contracts with the OWNER, until satisfactory proof of intent to comply shall be made by the CONTRACTOR.

d. The OWNER shall be provided a list of subcontractors who are to be paid $10,000 or more. The CONTRACTOR must ensure that such subcontractors meet the requirements as outlined in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq), execute required assurances and provide the OWNER a copy of the signed assurance of all such subcontractors prior to final payment. In the event of a claim of $10,000 or more against the CONTRACTOR by a subcontractor under this section, no further payment shall be processed unless and until each required subcontractor assurance is provided the OWNER.

ARTICLE 6. ENTIRE CONTRACT.

This Contract and Agreement contains the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not set forth in writing as part of this Agreement or the Contract Documents.

ARTICLE 7. MODIFICATION.

This contract cannot be modified except by a writing signed by both parties.

ARTICLE 8. VARIABLES IN COST.

The parties hereto assume and understand that the variables in the CONTRACTOR's cost of performance may fluctuate; consequently, the parties

hereto agree that any fluctuations in the CONTRACTOR's costs will in no way alter the CONTRACTOR's obligations under this contract nor excuse nonperformance or delay on his/her part.

ARTICLE 10. VENUE.

This contract shall be governed by the laws of the State of Texas. Venue for any court proceedings shall be in Tarrant County, Texas.

ARTICLE 11. CONTRACT DOCUMENTS.

Documents Listed. The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR for the performance of and payment for the Work, consist of the following:

(1) This Agreement
(2) Addendum(s)
(3) "Notice to Bidders" advertisement
(4) Bidder's Proposal
(5) Special Instruction to Bidders
(6) Performance and Payment Bonds
(7) Certification of Insurance
(8) Notice to Proceed
(9) Technical Specifications
(10) TxDOT Standard Specifications for Construction and Maintenance of Highways, Street, and Bridges (2024 TxDOT Specifications)
(11) Special Provisions
(12) General Provisions
(13) Project Construction Plans/Drawings
(14) Special Material and/or Equipment Specifications
(15) Special Material and/or Equipment Drawings
(16) "Public Works Construction Standards - North Central Texas" adopted by the North Central Texas Council of Governments (NCTCOG), Fifth Edition, Adopted November 2017

ARTICLE 11. DEFAULT

OWNER may declare CONTRACTOR in default of this Contract in the event Contractor fails to comply with the terms and conditions set forth in this Contract or any of the Contract Documents.

ARTICLE 12. SUBCONTRACTORS

Any subcontractor who furnishes labor or materials to fulfill an obligation to CONTRACTOR under this Contract or who performs all or part of the work required

by this Contract, must comply with all notice and filing requirements of Texas Property Code, Chapter 53 in order to perfect a mechanic's, contractor's or materialman's lien. If a subcontractor complies with Chapter 53 of the Texas Property Code, Owner shall be authorized to withhold payment from the CONTRACTOR for payment of the claim. Owner shall release any such payment to the CONTRACTOR upon written notice and sufficient documentation to Owner from subcontractor that the claim has been paid or otherwise settled.

IN TESTIMONY WHEREOF, the CITY OF NORTH RICHLAND HILLS has caused this instrument to be signed in its corporate name, and on its behalf by the Mayor or City Manager, duly authorized to execute this instrument by action of the City Council and _____ a corporation, partnership, individual
(Name of Contractor) ***("X" out the inappropriate wording)***
acting by and through its duly authorized officials, thereby binding themselves for the faithful and full performance of the terms and provisions of this Agreement.

CITY OF NORTH RICHLAND HILLS:

By: _____

Paulette Hartman

City Manager

Date: _____

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Alicia Richardson

City Secretary/Chief Governance Officer

ATTEST:

By: _____

Name: _____

Title: _____

APPROVED TO FORM AND LEGALITY:

By: _____

Bradley A. Anderle, City Attorney

CONTRACT DOCUMENTS
AND
CONSTRUCTION SPECIFICATIONS
FOR

SMITHFIELD MIDDLE SCHOOL SAFE ROUTES TO SCHOOL (SD2404)

FOR THE
CITY OF NORTH RICHLAND HILLS

July 2025

City of North Richland Hills
Public Works Department

Federal Aid Project #: STP 2025(946)TP
CSJ: 0902-90-292

Prepared by:

Texas Registered Engineering Firm F-928
801 Cherry Street, Unit 11, Suite 1300
Fort Worth, Texas 76102
817-335-6511
KHA No. 061092032



TABLE OF CONTENTS

SECTION I NRH PURCHASING GUIDANCE

SECTION II BIDDING DOCUMENTS

- Notice to Bidders
- Special Instructions to Bidders
- Financial Statement
- Liabilities and Net Worth
- Experience Record
- Equipment Schedule
- Bid Form
    - o Bid Schedule
    - o Bid Unit Prices

SECTION III CONTRACTUAL DOCUMENTS

- Standard Form of Construction Agreement (Contract)
- Performance Bond
- Payment Bond
- Contractor's Release to City
- Contractor's Affidavit of Final Payment

SECTION IV TECHNICAL SPECIFICATIONS

- Item 1L Abbreviation and Definitions
- Item 2L Instructions to Bidders
- Item 3L Award and Execution of Contract
- Item 4L Scope of Work
- Item 5L Control of the Work
- Item 6L Control of Materials
- Item 7L Legal Relations and Responsibilities
- Item 8L Prosecution and Progress
- Item 9L Measurement and Payment
- TxDOT Standard Specifications
- SP 000-001L: Nondiscrimination
- SP 000-002L: Certification of nondiscrimination equipment or services
- SP 000-007L: Cargo Preference Act requirements in federal aid contracts
- SP 000-018L: Schedule of liquidated damages
- SP 000-022L: Disadvantaged business enterprise in federal-aid contracts
- SP 006-005L: Control of materials
- General Notes

SECTION V TXDOT FORMS

- Disadvantage Business Enterprises Requirements
- FHWA-1273: Required contract provisions
- Wage Rates
- Contractor Certifications
- Child Support Statement
- Prohibition on certain telecommunications equipment or services
- Disclosure of Lobbying Activities
- Non-Collusion Affidavit and Debarment Certification
- Prison Produced Materials
- Differing Site Conditions
- DBE Requirements
- Buy America
- Engineer Seal
- Bidder Certification
- OSHA Implementation Procedures
- State of Texas Child Support Business Ownership Form

SECTION I

NRH PURCHASING GUIDANCE

NORTH RICHLAND HILLS

NRH

THE CITY OF CHOICE

PURCHASING DEPARTMENT

REQUEST FOR BID

SMITHFIELD MIDDLE SCHOOL SAFE ROUTES TO SCHOOL (SD2404)

BIDS DUE WEDNESDAY, AUGUST 13, 2025

BY 2:00 P.M.

Contents

INVITATION TO BID 3
GENERAL CONDITIONS 4
MINIMUM INSURANCE REQUIREMENTS 10
NON-COLLUSION AFFIDAVIT OF BIDDER.....21
BID CERTIFICATION.....22
COMPLIANCE WITH HOUSE BILL 1295.....23
FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY 24
CONFLICT OF INTEREST QUESTIONNAIRE.....25
CONTRACT CHANGES GRID 28
CONFIDENTIALITY OF PROPRIETARY INFORMATION.....29
SPECIFICATIONS.....30

INVITATION TO BID

The City of North Richland Hills is accepting sealed bids from all interested parties for:

- Bid Number: RFB 25-018
- Bid Type: REQUEST FOR BID
- Bid Name: SMITHFIELD MIDDLE SCHOOL SAFE ROUTES TO SCHOOL (SD2404)
- Bid Due Date: Wednesday, August 13, 2025
- Bid Due Time: 2:00 P.M. Central Time
- Pre-Bid Conference: 10:00 A.M. Central Time, Wednesday July 30, 2025
- Location: Community Room, 4301 City Point Dr, North Richland Hills, TX 76180
- Deadline for questions:
  Date: Wednesday, August 6, 2025
  Time: 12:00 P.M. Central Time

DOCUMENTS MUST BE SUBMITTED ELECTRONICALLY VIA:

www.publicpurchase.com

No oral explanation in regards to the meaning of the specifications will be made, and no oral instructions will be given after the pre-bid meeting and before the award of the contract. Requests from interested vendors for additional information or interpretation of the information included in the specifications should be directed in writing as a question related to this bid on Public Purchase and the question will be answered on Public Purchase. All addendums will also be posted to Public Purchase. It will be the vendor's responsibility to check all information related to this bid on Public Purchase before submitting a response.

All bid responses must be turned in complete from cover page to end of Section 2 – pages in order. Should any page not be filled out (in Section 2 based on Qualification of Bidders), that page is still required to be a part of the bid response; however, Contractor to write 'to be provided with Contract Documents if awarded to the construction contract."

The City of North Richland Hills reserves the right to reject in part or in whole all bids submitted, and to waive any irregularities.

GENERAL CONDITIONS

In submitting this bid, the Bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order or contract and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

1. BID TIME

It shall be the responsibility of each Bidder to ensure his/her bid are submitted to the Public Purchase website on or before **2:00 P.M. Wednesday, August 13, 2025** . The official time shall be determined by the Public Purchase Website. The Public Purchase Website will NOT allow bid responses to be uploaded after the closing time.

All attached bid documents are to be returned completely filled out, totaled, and signed. The City of North Richland Hills will not accept any bid documents other than the attached.

2. WITHDRAWING BIDS/PROPOSALS/QUOTES

Bids may be withdrawn at any time prior to the official opening; request for non-consideration of bids must be made in writing to the Purchasing Manager and received prior to the time set for opening bids. The bidder warrants and guarantees that his/her bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes. Bidder agrees that a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids.

3. IRREGULAR BIDS/PROPOSALS/QUOTES

Bids will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City of North Richland Hills reserves the right to waive any irregularities.

4. REJECTION/DISQUALIFICATION

Bidders will be disqualified and/or their bids rejected, among other reasons, for any of the specific reasons listed below:

a) Bid received after the time set for receiving bids as stated in the advertisement;
b) Reason for believing collusion exists among the Bidders;
c) Bid containing unbalanced value of any item; bid offering used or reconditioned equipment;
d) Where the bidder, sub-contractor or supplier is in litigation with the City of North Richland Hills or where such litigation is contemplated or imminent;
e) Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work, or having defaulted on a previous contract;
f) Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires, or qualification statement;
g) Failure to submit required TxDOT forms;
h) Bid containing special conditions, clauses, alterations, items not called for or irregularities of any kind, which in the Owner's opinion may disqualify the Bidder.

However, the City of North Richland Hills reserves the right to waive any irregularities.

5. BID EVALUATION

Award of bid, if it be awarded, will be made to the bidder presenting the lowest price.

6. AWARD OF BID

The bid award will be made within sixty (60) days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the best bidder.

Information contained in submitted bid documents shall not be available for inspection until after the award has been made by the City Council. Requests for this information must be submitted in writing.

7. ASSIGNMENT

The successful bidder may not assign his/her rights and duties under an award without the written consent of the North Richland Hills City Manager. Such consent shall not relieve the assignor of liability in the event of default by his assignee.

8. SUBSTITUTIONS/EXCEPTIONS

Exceptions/variations from the specifications may be acceptable provided such variations, in each instance, is noted and fully explained in writing and submitted with bid. NO substitutions or changes in the specifications shall be permitted after award of bid without prior written approval by the Purchasing Manager.

9. DELIVERY/ACCEPTANCE

The delivery date is an important factor of this bid and shall be considered during the evaluation process. The City considers delivery time the period elapsing from the time the order is placed until the City receives the order at the specified delivery location. All material shall be delivered F.O.B. City of North Richland Hills to the address specified at the time of order. Acceptance by the City of North Richland Hills of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied, nor shall it be considered an acceptance of material not in accordance with the specifications thereby waiving the City of North Richland Hills right to request replacement of defective material or material not meeting specifications.

10. NOTICE OF DELAYS

Whenever the contractor encounters any difficulty which is delaying or threatens to delay timely performance, written notice shall immediately be given to the Purchasing Manager, stating all relevant information. Such notice shall not in any way be construed as a waiver by the City of any rights or remedies to which it is entitled by law. Delays in performance and/or completion may result in cancellation of agreement.

11. SALES TAX

The City of North Richland Hills is exempt from Federal Excise and State sales tax; therefore tax must not be added to bid.

12. BRAND NAME OR EQUAL

If items are identified by a "brand name" description, such identification is intended to be descriptive, not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. As used in this clause, the term "brand name" includes identification of products by make and model.

Such products must be clearly identified in the bid as an equal product and published specifications of the equal products offered must be included with the bid reply.

Bids offering equal products will be considered for award if determined by the Purchasing Manager and the user department to be equal in all material respects to the brand name products referenced. The decision of acceptable “equal" items or variations in the specifications will solely be the City of North Richland Hills. Unless the bidder clearly indicates in his/her bid that he is offering an "equal" product, his bid shall be considered as offering the brand name product referenced in the invitation for bids.

13. REFERENCES

A minimum of three (3) references, preferably located within the Dallas/Fort Worth Metroplex, must be submitted with each bid. Company name, contact and phone number must be included with each reference.

14. PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS

No employee of the City of North Richland Hills shall have a direct or indirect financial interest in any proposed or existing contract, purchase, work, sale or service to or by the City (CMA-074, Standards of Conduct, Section IV).

15. TERMINATION/NON PERFORMANCE

Continuing non-performance of the vendor in terms of Specifications shall be a basis for the termination of the contract by the City. The City of North Richland Hills reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1.) Meet delivery schedules or, 2.) Otherwise not perform in accordance with these specifications.

Breach of contract or default authorizes the City to award to another bidder, and/or purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

The contract may be terminated by either party upon written thirty (30) days’ notice prior to cancellation without cause.

16. ATTORNEYS FEES

Neither party to this contract shall be entitled to attorney fees for any matter arising under this contract, whether for additional work, breach of contract, or other claim for goods, services, or compensation. All claims for attorney’s fees are hereby WAIVED.

17. INDEMNITY

City shall not be liable or responsible for, and shall be saved and held harmless by Contractor from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including claims for copyright and patent infringement, and including all expenses of litigation, court costs, and attorney's

fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Contractor under this agreement, including claims and damages arising in part from the negligence of City, without; however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

It is the expressed intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by Contractor to indemnify and protect City from the consequences of City's own negligence, provided, however, that the indemnity provided for in this section shall apply only when the negligent act of City is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of City is the sole cause of the resultant injury, death, or damage, unmixed with the legal fault of another person or entity. Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and noncontributory as to any insurance maintained by the City for its own benefit, including self-insurance.

18. PERFORMANCE AND PAYMENT BONDS

In the event the total contract amount exceeds $100,000, the Contractor shall be required to execute a performance bond in the amount of one hundred (100) percent of the total contract price; if the total contract amount exceeds $50,000 the contractor shall be required to execute a payment bond in the amount of one hundred (100) percent of the total contact price, each in standard forms for this purpose, guaranteeing faithful performance of work and guaranteeing payment to all persons supply labor and materials or furnishing any equipment in the execution of the contract. It is agreed that this contract shall not be in effect until such performance and payment bonds are furnished and approved by the City of North Richland Hills. No exceptions to this provision allowed.

Unless otherwise approved in writing by the City of North Richland Hills, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

19. INTERLOCAL AGREEMENT

Successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of North Richland Hills.

[X] Yes, we agree [ ] No, we do not agree

20. ELECTRONIC PROCUREMENT

The City of North Richland Hills has adopted policies and procedures complying with Local Government Code Section 252.0415, Section 271.906 and Section 2155.062. The City of North Richland Hills may receive submittals in electronic form in response to procurement requests. However, a bid that is submitted non-electronically by the due date and time will be accepted and then entered electronically by Purchasing after the bid opening.

21. COMPLIANCE WITH SB 89:

Vendor agrees per HB 89 of the 85th Texas Legislative Session, and in accordance with Chapter 2270 of the Texas Government Code, vendor has not and shall not boycott Israel at any time while providing products or services to the City of North Richland Hills.

[X] Yes, we agree [ ] No, we do not agree

22. COMPLIANCE WITH SB 252:

Vendor agrees per SB 252 of the 85th Texas Legislative Session, and in accordance with Chapter 2252 of the Texas Government Code, vendor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of North Richland Hills.

[X] Yes, we agree [ ] No, we do not agree *

* By selecting no, vendor certifies that it is affirmatively excluded from the federal sanctions regime by the United States government and is not subject to the contract prohibition under Section 2252.154 of the Texas Government Code. Vendor shall provide sufficient documentation to the City of such exclusion prior to award of any contract for goods or services.

23. ETHICS AND COMPLIANCE POLICY

The City's Ethics and Compliance Policy can be found at The City of North Richland Hills Purchasing Division webpage - Or you may request a copy from the Purchasing Division. Acknowledgment - The City of North Richland Hills' Internal Ethics and Compliance Policy has been made available to me. I understand the expectations of ethical behavior and compliance with the law, and agree to adhere to the City's ethics policies.

https://www.nrhtx.com/DocumentCenter/View/389/Code-of-Ethics---PDF?bidId

[X] I agree
[ ] I do not agree

24. COMPLIANCE WITH CHAPTER 2274

Pursuant to Chapter 2274, Texas Government Code, Prohibition on Contracts with Companies Boycotting Certain Energy Companies, as enacted by S.B. 13, 87th Legislature, the City of North Richland Hills is prohibited from using public funds to contract with a for-profit Company as defined by Government Code 809.01 who boycotts energy companies. If Seller has more than 10 employees and this Contract has a value of $100,000 or more, by signing this agreement/contract, the Seller verifies that it does not discriminate against

energy companies and will not discriminate during the term of the Contract. By submitting a bid response, Seller certifies compliance with these requirements.

25. COMPLIANCE WITH CHAPTER 2274

Pursuant to Chapter 2274, Texas Government Code, Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries, as enacted by S.B. 19, 87th Legislature, the City of North Richland Hills is prohibited from using public funds to contract with a for-profit Company as defined by Chapter 2274.001, who discriminates against firearm and ammunition industries. If Seller has at least 10 full-time employees and this Contract has a value of $100,000 or more, by signing this agreement/contract, the Seller agrees 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 Agreement. By submitting a bid response, Seller certifies compliance with these requirements. This section does not apply if Seller is a sole-source provider.

26. DEPARTMENT OF TRANSPORTATION (TXDOT) RELATED BIDS

"The City of North Richland Hills, 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 contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award." Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the bidder. The City of North Richland Hills and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

MINIMUM INSURANCE REQUIREMENTS

Contractors performing work on City property or public right-of-way for the City of North Richland Hills shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of North Richland Hills.

The following guidelines are designed to show the most common minimum insurance requirements for standard contracts and agreements with the City. Non-standard agreements may require additional coverage and/or higher limits. Coverage Amounts required for non-standard agreements to be determined by the department and the City Manager.

General Contracts for Services:
Service work, and general maintenance agreements, etc.

- ☐ Commercial General Liability
- ☐ Automobile Liability
- ☐ Workers' Compensation & Employer's Liability
- ☐ Payment Bond (if applicable)

See Exhibit A for insurance language to include in general contracts for services

Professional Services:
Consultants or other professionals including: accountants, attorneys, architects, engineers, medical professionals, medical services, etc.

- ☐ Commercial General Liability
- ☐ Automobile Liability
- ☐ Workers' Compensation & Employer's Liability
- ☐ Professional Liability or equivalent Errors & Omissions (appropriate to Contractor's profession)

See Exhibit B for insurance language to include in professional services contracts

Construction:
Building contractors for construction projects.

- ☐ Commercial General Liability
- ☐ Automobile Liability
- ☐ Workers' Compensation & Employer's Liability
- ☐ Professional Liability (if applicable for design function)

- ☐ Builder's Risk (required for new or existing property under construction)
- ☐ Payment Bond (if applicable)

See Exhibit C for insurance language to include in construction contracts

Information Technology/Network Access Services:
For the purchasing and installation of technology-related software and equipment or contracting services that support, maintain or interact with the CITY'S technology systems.

- ☐ Commercial General Liability
- ☐ Automobile Liability
- ☐ Workers' Compensation & Employer's Liability
- ☐ Professional Liability (if applicable)
- ☐ Cyber Liability

See Exhibit D for insurance language to include in IT/network access services agreements

Standard Minimum Required Insurance Coverage

Insurance Type	Limit	Provision
Commercial General Liability	$1,000,000 Each Occurrence $2,000,000 Aggregate	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage
	For Construction Projects: $2,000,000 Each Occurrence $4,000,000 Aggregate	
Automobile Liability	$1,000,000 Combined Single Limit	
Workers' Compensation	Texas Statutory Requirements	Waiver of subrogation in favor of City
Employer's Liability	$500,000 injury - each accident $500,000 disease - each employee $500,000 disease - policy limit	
Professional Liability (or equivalent Errors & Omissions coverage appropriate to the Contractor's profession)	$1,000,000 Each Occurrence	
Builder's Risk (required for new or existing property under construction)	100% Value	
Cyber Liability	$1,000,000 Each Occurrence	
Payment Bonds	In accordance with Chapter 2253 of the Texas Government Code	

EXHIBIT A

GENERAL CONTRACTS FOR SERVICES

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	$500,000 injury - each accident
	$500,000 disease - each employee
	$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than $1,000,000 per occurrence and $2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than $1,000,000 per accident for bodily injury and property damage.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Payment Bonds (if applicable): CONTRACTOR shall procure Payment Bonds as applicable and in accordance with Chapter 2253 of the Texas Government Code.

EXHIBIT B

PROFESSIONAL SERVICES

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	$500,000 injury - each accident
	$500,000 disease - each employee
	$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than $1,000,000 per occurrence and $2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than $1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (Errors and Omissions)

CONTRACTOR shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the CONTRACTOR'S profession, describe type of services, with a limit no less than $1,000,000 per occurrence or claim.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

EXHIBIT C

CONSTRUCTION

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	$500,000 injury - each accident
	$500,000 disease - each employee
	$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than $2,000,000 per occurrence and $4,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than $1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (if contract involves design work)

CONTRACTOR shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the CONTRACTOR'S profession, with a limit no less than $1,000,000 per occurrence or claim

E. Builder's Risk

CONTRACTOR shall maintain Builder's Risk Insurance providing All-Risk (Special Perils) coverage in an amount equal to one hundred percent (100%) of the completed value of the project in question and no coinsurance penalty provisions. The policy shall list the CITY as loss payee as their interests may appear.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Payment Bonds (if applicable): CONTRACTOR shall procure Payment Bonds as applicable and in accordance with Chapter 2253 of the Texas Government Code.

EXHIBIT D

INFORMATION TECHNOLOGY/NETWORK ACCESS SERVICES

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	$500,000 injury - each accident
	$500,000 disease - each employee
	$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than $1,000,000 per occurrence and $2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than $1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (Errors and Omissions)

If appropriate for CONTRACTOR'S work, CONTRACTOR shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the CONTRACTOR'S profession, with a limit no less than $1,000,000 per occurrence or claim.

E. Cyber Liability

CONTRACTOR shall maintain cyber liability (or equivalent) insurance. Such insurance shall provide limits of no less than $1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by the CONTRACTOR.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Other Insurance Requirements - To Be Included As Applicable

CONTRACTORs who serve or distribute liquor:

Liquor Legal Liability - CONTRACTOR shall maintain Liquor Legal Liability coverage covering the selling, serving, or furnishing of any alcoholic beverage performed by CONTRACTOR, or on its behalf. Such insurance shall provide limits of no less than $1,000,000.00 per occurrence.

CONTRACTORs who hold long-term leases:

Property Insurance – LESSEE shall maintain Property Insurance against all risks of loss to any improvements or betterments, at full replacement cost with no coinsurance penalty provision. The CITY shall be added as a Loss Payee to the policy as interests may appear.

CONTRACTOR's whose work involves chemicals or otherwise has a pollution exposure:

Contractors' Pollution Liability (or equivalent) – CONTRACTOR shall maintain Contractors' Pollution Liability with limits no less than $1,000,000.00 per occurrence or claim and $2,000,000 policy aggregate.

CONTRACTORs who take possession of City or public vehicles (e.g., parking lots operators, auto repair shops):

Garage Keepers Liability (or equivalent) – CONTRACTOR shall maintain Garage Keepers Liability or equivalent coverage for applicable property while in the CONTRACTOR'S care, custody or control. Coverage must include Comprehensive and Collision coverage. Such insurance shall provide limits equal to no less than the total value of CITY or public property in the CONTRACTOR'S care, custody and control at any one time.

CONTRACTORs who own and operate unmanned aircraft (drones):

UAS Liability (or equivalent) - CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the ownership, maintenance or use of Unmanned Aerial Systems (Drones). Coverage must include limits no less than $1,000,000 per occurrence and $2,000,000 aggregate.

A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of Texas County of Tarrant

Curtis J. Green verifies that:
(Name)

(1) He/She is owner, partner, officer, representative, or agent of

C. Green Scaping, LP, has submitted the attached bid: (Company Name)

(2) He/She is fully informed in respect to the preparation, contents and circumstances in regard to attached bid;

(3) Neither said bidder nor any of its officers, partners, agents or employees has in any way colluded, conspired or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with attached bid and the price or prices quoted herein are fair and proper.

SIGNATURE

Curtis J. Green
PRINTED NAME

Subscribed and sworn to before me this

13 Day of August 2025

NOTARY PUBLIC in and for

Tarrant County, Texas.

My commission expires: 3/13/2026

STACY LEE GEIGENMILLER
Notary Public, State of Texas
Comm. Expires 03-13-2026
Notary ID 125617920

THIS FORM MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH BID

BID CERTIFICATION

The Undersigned, in submitting this bid, represents and certifies:

a. He/she is fully informed regarding the preparation, contents and circumstances of the attached bid;

b. He/she proposes to furnish all equipment/service at the prices quoted herein and bid is in strict accordance with the conditions and specifications stated herein;

c. There will be at no time a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened;

d. He/she is an equal opportunity employer, and will not discriminate with regard to race, color, national origin, age or sex in the performance of this contract.

e. The undersigned hereby certifies that he/she has read, understands and agrees that acceptance by the City of North Richland Hills of the bidder's offer by issuance of a purchase order will create a binding contract. Further, he/she agrees to fully comply with documentary forms herewith made a part of this specific procurement.

COMPANY:	C. Green Scaping, LP
ADDRESS:	2401 Handley Ederville Rd
CITY, STATE & ZIP:	Ft. Worth, TX 76118
TELEPHONE:	817-577-9299
FAX	817-577-9331
EMAIL:	cgreen@greenscaping.com
SIGNATURE:	
PRINTED NAME:	Curtis J. Green
DATE:	8/13/2025

COMPLIANCE WITH HOUSE BILL 1295

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity.

The law applies only to a contract of a governmental entity that either (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. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission has adopted rules necessary to implement the law, prescribed the disclosure of interested parties form, and posted a copy of the form on the commission's website.

Filing Process:
The commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must:

1) Use the application to enter the required information on Form 1295,
2) Print a copy of the completed form, which will include a certification of filing that will contain a unique certification number.
3) Contract Number should be the Bid/RFP Number and Bid Title.
4) Sign the printed copy of the form (an authorized agent of the business entity must sign),
5) Either include your personal information or have the form notarized,
6) File the completed Form 1295 with the certification of filing with the governmental body with which the business entity is entering into the contract.

The governmental entity must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity.

Information regarding how to use the filing application may be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1374460

Date Filed:
10/08/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
C. Green Scaping, LP
FT WORTH, TX United States

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

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.
CSJ: 0902-90-292
Smithfield Middle School Safe Routes to School (SD2404)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ruiz, Cathleen	FT WORTH, TX United States	X	
Green, Curtis	FORT WORTH, TX United States	X	
C&C Green Enterprises, LLC	FT WORTH, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Curtis J. Green, and my date of birth is 11/4/1966.

My address is 2401 Handley Ederville Rd, Ft. Worth (city), TX (state), 76118 (zip code), USA (country).

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

Executed in Tarrant County, State of Texas, on the 8 day of October (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of North Richland Hills bid process. Representatives from DBE Companies should identify themselves as such and submit a copy of their Certification.

The City of North Richland Hills recognizes the certifications of both the State of Texas Building and Procurement Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

Texas Building and Procurement Commission
Statewide HUB Program
1711 San Jacinto Blvd., Austin TX 78701-1416
P O Box 13186, Austin, TX 78711-3186
(512) 463-5872
http://www.window.state.tx.us/procurement/prog/hub/hub-certification/

North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 216
Arlington, Texas 76011
(817) 640-0606
http://www.nctrca.org/certification.html

If your company is already certified, attach a copy of your certification to this form and return as part of your packet.

Company Names: C. Green Scaping, LP

Representative: Curtis J. Green

Address: 2401 Handley Ederville Rd

City, State, Zip: Ft. Worth, TX 76118

Telephone No. 817-577-9299 **Fax No.** 817-577-9331

Email address: cgreen@greenscaping.com

INDICATE ALL THAT APPLY:

X **Minority-Owned Business Enterprise**
X **Women-Owned Business Enterprise**
X **Disadvantaged Business Enterprise**

CONFLICT OF INTEREST QUESTIONNAIRE

Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, goods, or services with the City of North Richland Hills must file a completed conflict of interest questionnaire. The conflict of interest questionnaire must be filed with the City Secretary of the City of North Richland Hills no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of North Richland Hills or submits to the City of North Richland Hills an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of North Richland Hills. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

The Conflict of Interest Questionnaire is included as part of this document and can be found at:

https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

C. Green Scaping, LP

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

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

N/A

Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

N/A

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

7

Signature of vendor doing business with the governmental entity

8/13/2025

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONTRACT CHANGES GRID

The Contractor has the obligation to review all documents that make up the contract documents in their entirety and include any objections or requests for modifications to the Terms and Conditions, or any of the Contract Documents, in the Contract Changes Grid included with the Notice to Bidders. No changes or modifications will be made to the contract documents unless such changes are set forth in the Contract Changes Grid, submitted to the City along with the Contractor's proposal, and agreed to by the City.

CONTRACT CHANGES GRID

Proposed Contractor/Bidder _____ ("Contractor" or "Bidder"), submits the following modifications to the City's Standard _____ ("Agreement") requesting changes to such provisions be accepted by the City and incorporated into the Agreement. Contractor understands and acknowledges that the City is under no obligation to accept the modification(s) proposed by Contractor; however, the City agrees to negotiate in good faith in consideration of Contractor's request, subject to legal requirements, City policies and advice of the City Attorney.

Section / Page	**Term, Condition or Specification**	**Exception/Proposed Modification**	**Disposition (For City of NRH Use Only)**
N/A			City Response: ____ Accepted ____ Not Accepted ____ Modified

CONFIDENTIALITY OF PROPRIETARY INFORMATION

During the evaluation process of this RFB, to the extent permitted by law, the City of North Richland Hills will maintain all contents of the Proposers' responses and discussions related to the Proposers' proposals as confidential. The City will treat all proposals as confidential until negotiations are completed, the successful Proposer has been selected, and a contract has been awarded. During the evaluation process, the City intends to disseminate information submitted by all Proposers to selected staff, any consultants employed by the City, and the evaluation committee, as the City deems appropriate in its sole discretion. Such staff, consultants, and committee members shall maintain the Proposers' information as confidential to the extent permitted by law. All materials submitted in response to this RFP shall become the property of the City of North Richland Hills and will not be returned. After a Proposer is selected and the contract is awarded, all submissions shall be subject to release in accordance with Texas Government Code Chapter 552, the Texas Public Information Act (the "Act").

If a Proposer does not desire proprietary information in the proposal to be disclosed, it is required to identify all proprietary information in the proposal prior to submission of the proposal to the City. The identification shall be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Proposer fails to identify such information as proprietary, the Proposer agrees by submission of its proposal that those sections shall be deemed non-proprietary and made available to the public upon request as authorized by law upon completion of the RFP process and award of contract.

Proposers are advised that the City, to the extent permitted by law, will protect the confidentiality of their proposals. Proposers shall consider the implications of the Act, particularly after the RPF process has ceased and a contract has been awarded. If a public information request is made for a Proposer's response following award of a contract, proprietary information submitted in an RFP process may only be withheld from public disclosure pursuant to Section 552.1101 of the Act. A determination as to whether Section 552.1101 applies will not be decided by the City of North Richland Hills, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the Proposer, and the Proposer is required to request an opinion as to the confidentiality and proprietary nature of the information from the Attorney General pursuant to Section 552.305 of the Act. The City is not authorized to make the request on the Proposer's behalf.

SPECIFICATIONS

The Contractor shall refer to the following for additional project specifications and relevant details:

1. TXDOT STANDARDS AND 2024 STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES

SECTION II

BIDDING DOCUMENTS

NOTICE TO BIDDERS

UPLOADED BIDS on forms prepared by the Engineer will be received by the office of the Purchasing Manager of the City of North Richland Hills until **2:00 p.m. on Wednesday, August 13, 2025** for furnishing all labor, material, equipment and the performance of all work required for:

SMITHFIELD MIDDLE SCHOOL SAFE ROUTES TO SCHOOL (SD2404)

COMPLETED BID FORMS DOCUMENTS MUST BE SUBMITTED ELECTRONICALLY VIA: www.publicpurchase.com at which time and place the bids will be publicly opened, read aloud and retained by the Public Works Department for tabulation, checking and evaluation. The "as read" bid results will be posted on www.publicpurchase.com

COMPLETED BID FORMS shall be accompanied by a Bid Guaranty consisting of either a cashier's check or a Bid Bond on the form included or similar form of Surety Company (FACISIMILES WILL NOT BE CONSIDERED RESPONSIVE) made payable to The City of North Richland Hills, and in the amount of five percent (5%) of the total amount of the largest amount bid as a guarantee that if the bid is accepted, the bidder will execute the Contract and furnish the required Bonds, within the time-frame indicated in the Bid Form, to the City of North Richland Hills.

BIDDERS should carefully examine the plans, specifications and other documents; visit the site of the work; fully inform themselves as to all conditions and matters that can in any way affect the work or the costs thereof. Should a bidder find discrepancies or omissions from the plans, specifications or any other documents or should he/she be in doubt as to the meaning, he/she should at once notify the Purchasing Manager and obtain clarification prior to submitting any bid.

PLANS AND SPECIFICATIONS can be downloaded from ***Public Purchase*** (see below).

A NON-MANDATORY PRE-BID CONFERENCE will be held at **10:00 a.m. on Wednesday, July 30, 2025** , at **Community Room, 4301 City Point Dr, North Richland Hills, TX 76180**.

PUBLIC PURCHASE: Bidders are encouraged to register with the City of North Richland Hills Purchasing Manager, Eva Martinez, via email at purchasing@nrhtx.com. All Bidders who have registered with Public Purchase (http://www.publicpurchase.com) will receive automatic email notifications pertaining to this Bid, such as addendums and other related information released subsequent to the initial release of plans, specifications, bid forms, and contract documents. **It is the sole responsibility of the Bidder to register as a planholder with the City of North Richland Hills. Questions pertaining to this project should be submitted via Public Purchase where the bid is advertised.**

Minimum wage rates to all laborers and mechanics on the project must not be less than as provided in the Contract Documents and Wage Provisions must particularly comply with all other applicable wage laws of the State of Texas.

The right is reserved, as the interest of the City of North Richland Hills may require, to reject any and all bids and waive any irregularities in the bids received.

In case of ambiguity or lack of clearness in stating bid prices, the City of North Richland Hills reserves the right to adopt the most advantageous construction thereof, or to reject any or all bids. No bid may be withdrawn within sixty (60) days after the date on which bids are opened.

SUMMARY OF WORK: This project consists of concrete sidewalk, curb ramp construction, pavement marking, and signing improvements along Amundson Road, Main Street, Simmons Road, and Chilton Drive. Proposed improvements will total nearly 2.1 miles.

CITY OF NORTH RICHLAND HILLS

Eva Martinez
Purchasing Manager

ADVERTISEMENT DATES:

- **July 11, 2025**
- **July 18, 2025**

SPECIAL INSTRUCTIONS TO BIDDERS

1. BID SECURITY:

A certified check or cashier's check or acceptable bidder's bond made payable to the City of North Richland Hills, Texas, in an amount of five percent (5%) of the bid submitted must accompany each bid as a guarantee that if awarded the contract, the bidder will promptly enter into a contract and execute such bonds as are required.

2. QUALIFICATION OF BIDDERS:

TxDOT pre-qualification of bidders is required. TxDOT prequalification requirements are stated in TxDOT Item 2L.

3. CONFLICT OF INTEREST QUESTIONNAIRE:

Bidders are required to complete the Conflict of Interest Questionnaire and to submit this completed form along with their bid form documents.

4. WAGE RATES:

Attention is called to the fact that not less than the prevailing wage rates as hereinafter set forth in the Special Provisions of these Contract Documents, which are made a part hereof, must be paid on this project.

5. PRE-BID CONFERENCE:

A non-mandatory pre-bid conference will be held at 10:00 A.M. Central Time Wednesday, July 30, 2025, at Community Room, 4301 City Point Dr, North Richland Hills, TX 76180.

6. BONDS:

A performance bond and a payment bond, each in the amount of not less than one hundred percent (100%) of the contract price, conditioned upon the faithful performance of the contract and upon payment of all persons supplying labor or furnishing materials, will be required on this project.

7. POWER OF ATTORNEY:

Attorneys-in-Fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

8. STANDARD SPECIFICATIONS:

All work required by this project shall be in accordance with the 2024 TxDOT Standard Specifications: https://www.txdot.gov/business/resources/txdot-specifications/2024-standard-specifications.html.

9. UNIT PRICE CONTRACT:

The contract for this project is a "Unit Price" Contract. As such, the City of North Richland Hills reserves the right to add and/or delete quantities to specific pay items. The City of North Richland Hills may further delete an entire unit price pay item if the City of North Richland Hills desires. The City of North Richland Hills reserves the right to increase or decrease the amount of work to be done by any amount not to be exceeded by twenty-five percent (25%) of the original contract amount. In the event the increase pertains to items not originally bid, the Contractor shall submit a bid in writing to the City of North Richland Hills for approval.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the City of North Richland Hills but not shown on the plans or required by the specifications, in accordance with the provisions of the general conditions; similarly, lump sum prices may be decreased to cover deletion of work so ordered.

The City of North Richland Hills reserves the right to reject the Contractor's bid on such extra work and secure such work to be done other than by said Contractor.

10. MEASUREMENT AND PAYMENT:

The basis of payment for the pay items is defined by TxDOT local government general requirements and covenants Item 9L ‘Measurement and Payment’ and the TxDOT 2024 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges.

11. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within fifteen (15) days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bond.

12. CONDITIONS OF WORK / OBLIGATION OF BIDDER:

Each bidder must inform himself/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation(s) to furnish all material, labor, equipment and incidentals necessary to carry out the provisions of this contract. Insofar as possible, the Contractor, in carrying out his/her work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor or City of North Richland Hills public employees.

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or documents shall in no way relieve the bidder from any obligation in respect to his/her bid.

13. ADDENDA AND INTERPRETATIONS:

Bidders wanting further information, interpretation or clarification of the Contract Documents must make their request in writing to Eva Martinez, Purchasing Manager by **12:00pm (noon) CT on Wednesday, August 6,2025.**Answers to all such requests will be made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding.

Should a bidder find discrepancies in, or omission from the Contract Documents, or should he/she be in doubt as to their meaning, he/she should at once notify Eva Martinez, Purchasing Manager in order that a written addendum may be sent to all bidders. Any addenda issued will be mailed or be delivered to each prospective bidder. The bid form as submitted by the bidder must be so constructed as to include any addenda issued by the City prior to 24 hours of the opening bids, with the appropriate recognition of addenda so noted in the bid form.

No interpretation of the meaning of plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation shall be in writing, addressed to Eva Martinez, Purchasing Manager or directly through Public Purchase and to be given consideration, must

be received by **12:00PM (noon) on Wednesday, August 6, 2025.**Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications and plans which, if issued, will be published on Public Purchase, not later than three (3) days prior to the date fixed for opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from any obligation under his/her bid submitted. All addenda shall become part of the Contract Documents.

14. LAWS AND REGULATIONS:

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

15. SUBMITTALS:

Prior to any construction commencing on this project the Contractor shall submit the required submittals to the City Engineer and have his approval for all such submittals as required in the Technical Specifications.

EQUIPMENT SCHEDULE

List of Equipment owned by bidder that is in serviceable condition and available for use:

Kubota Skid Steers - SVL 75-2HW Model (14 units)

Kubota Skid Steers - SVL 97-3HFCC (2 units)

Kubota Mini Excavators (11 units)

Ditch Witch Trenchers (7 units)

Vermeer Trenchers (3 units)

Cat Excavator 320 Model (2 units)

Kubota Zero Turn mowers (4 units)

Numerous attachments for equipment noted above, along with compactors, rollers,

dump truck, water trucks, trailers and work trucks

Portions of work Bidder proposes to sublet if Awarded the Contract including amount and type:

None - all work performed in house

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BID FORM

FOR

SMITHFIELD MIDDLE SCHOOL SAFE ROUTES TO SCHOOL (SD2404)

FOR THE

CITY OF NORTH RICHLAND HILLS, TEXAS

(THIS BID FORM MUST BE COMPLETED IN ITS ENTIRETY, SUBMITTED IN ITS ENTIRETY AND NOT REMOVED FROM THE CONTRACT DOCUMENTS)

Bid Opening Date: 2:00PM Central Time, Wednesday, August 13, 2025

TO: City of North Richland Hills
4301 City Point Drive
North Richland Hills, Texas 76180

FOR: SMITHFIELD MIDDLE SCHOOL SAFE ROUTES TO SCHOOL (SD2404)

Pursuant to the foregoing "Notice to Bidders", the undersigned bidder, having thoroughly examined the Contract Documents, the site of the project and understanding the amount of work to be done and the prevailing conditions, hereby proposes to fully complete all of the work and requirements as provided in the plans and Contract Documents and binds himself/herself upon acceptance of this bid form to execute a contract and furnish such bonds as required and proposes to complete the work within the time stated and for the following prices:

The undersigned bidder acknowledges receipt of the following Addenda: **(If none is received, then write NONE across the blanks.)**

Addendum No. 1 - Date Received _____

Addendum No. 2 - Date Received _____

Addendum No. 3 - Date Received _____

Addendum No. 4 - Date Received _____

The undersigned bidder agrees to execute and file with the Owner a contract and bonds on the forms provided within fifteen (15) days after written notification of award of the contract to him and to begin the work to be performed under the contract within fifteen (15) days after written authorization to begin the work (Work Order) and to complete the work in full within **100 working days** after the date specified in the "Notice to Proceed". See contract for additional schedule / time requirements.

Enclosed with this bid form is a certified check or cashier's check or bid bond payable to the City of North Richland Hills in the amount of five percent (5%) of the total bid, which is to become the property of the City of North Richland Hills, or the attached Bidder's Bond is to be forfeited in the event the contract and bond are not executed within the time set forth, as liquidated damages for delay and additional work caused thereby.

Respectfully Submitted,

Signed: _____
(Curtis J. Green - Vice President)

Company: C. Green Scaping, LP

Address: 2401 Handley Ederville Rd

Ft. Worth, TX 76118

SEAL
_____ (If Bidder is a Corporation)

Telephone: 817-577-9299

Fax: 817-577-9331

Submitted by: C. Green Scaping, LP — an individual / A partnership / A corporation

Doing Business As: Limited Partnership

MERCHANTS BONDING COMPANY
Merchants Bonding Company (Mutual) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

BID BOND
PUBLIC WORK

Bond No. Bid Bond

KNOW ALL PERSONS BY THESE PRESENTS:

That C. Green Scaping LP

(hereinafter called the Principal) as Principal, and the Merchants Bonding Company (Mutual)

(hereinafter called Surety), as Surety, are held and firmly bound to City of North Richland Hills

4301 City Point Drive, North Richland Hills, TX 76180

(hereinafter called the Obligee) in the full and just sum of (5%)

Five Percent of Amount Bid Dollars

good and lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and dated this 13th day of August, 2025.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for

RFB 25-018: Smithfield Middle School Safe Routes to School

according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award, and shall give bond for the faithful performance thereof with the Merchants Bonding Company (Mutual), as Surety, or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

Witness:

Stacy Guinnell

Attest:

Ricky Pleasant, Jr.

C. Green Scaping LP

Principal

By Curtis J. Green, Vice President

Merchants Bonding Company (Mutual)

By Courtney J. Goulding, Attorney-in-Fact

CON 0333 (2/15)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, **Courtney J. Goulding**

Surety Bond #: Bid Bond
Principal: C. Green Scaping LP
Obligee: City of North Richland Hills

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of August , 2025 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 13th day of August, 2025 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of August , 2025 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

POA 0018 (5/25)

MERCHANTS BONDING COMPANY (MUTUAL) · P.O. BOX 14498 · DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 · FAX: (515) 243-3854

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

To get information or file a complaint with your insurance company or HMO:

Merchants Bonding Company (Mutual)
Call: Compliance Officer at (800) 671-8171
Toll-free: (800) 671-8171
Email: regulatory@merchantsbonding.com
Mail: P.O. Box 14498, Des Moines, Iowa 50306-3498

To get insurance information, you may also contact your agent:

USI Insurance Services
Call: 512-451-7555
Mail: 7600-C N. Capital of Texas Hwy #200, Austin, TX 78731

The Texas Department of Insurance
To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Merchants Bonding Company (Mutual)
Llame a: Compliance Officer al (800) 671-8171
Teléfono gratuito: (800) 678-8171
Correo electrónico: regulatory@merchantsbonding.com
Dirección postal: P.O. Box 14498 , Des Moines, Iowa, 50306-3498

El Departamento de Seguros de Texas
Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

SUP 0032 TX (7/23)

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Item No.	Spec. Item	Name of Pay Item with Unit Price in Words	Total Quantity	Unit	Unit Bid Price	Amount Bid
Smithfield Middle School SRTS						
1	0100 7004 TXDOT	PREP ROW (TREE REMOVE) (12"-24" DIA) Two thousand, two hundred dollars and no cents per unit	1	EA	$2,200.00	$ 2,200.00
2	0100 7013 TXDOT	TREE PROTECTION (INSTALL) Two hundred dollars and no cents per unit	6	EA	$ 200.00	$ 1,200.00
3	0100 7015 TXDOT	TREE PROTECTION (REMOVE) Fifty dollars and no cents per unit	6	EA	$ 50.00	$ 300.00
4	0104 7011 TXDOT	REMOV CONC (DRIVEWAYS) Twenty-nine dollars and no cents per unit	70	SY	$ 29.00	$ 2,030.00
5	0104 7013 TXDOT	REMOV CONC (SIDEWALK, RAMP OR SUP) Twenty-nine dollars and no cents per unit	510	SY	$ 29.00	$ 14,790.00
6	0104 7018 TXDOT	REMOV CONC (CURB OR CURB & GUTTER) Twelve dollars and no cents per unit	330	LF	$ 12.00	$ 3,960.00
7	0110 7001 TXDOT	EXCAV (ROADWAY) Fifty-three dollars and no cents per unit	90	CY	$ 53.00	$ 4,770.00
8	0132 7011 TXDOT	EMBANK (FNL)(OC)(TY D) Forty-nine dollars and no cents per unit	20	CY	$ 49.00	$ 980.00
9	0160 7002 TXDOT	FURN & PLACE TOPSOIL (4") Seven dollars and seventy cents per unit	1,200	SY	$ 7.70	$ 9,240.00
10	0162 7002 TXDOT	BLOCK SODDING Six dollars and eighty cents per unit	1,200	SY	$ 6.80	$ 8,160.00
11	0168 7001 TXDOT	VEGETATIVE WATERING Sixty dollars and no cents per unit	50	MG	$ 60.00	$ 3,000.00
12	0194 7011 TXDOT	RDSIDE AMENITY Three hundred thirty-five dollars and no cents per unit	15	EA	$ 335.00	$ 5,025.00
13	0500 7001 TXDOT	MOBILIZATION Seventeen thousand, six hundred dollars and no cents per unit	1	LS	$ 17,600.00	$ 17,600.00
14	0502 7001 TXDOT	BARRICADES, SIGNS AND TRAFFIC HANDLING Three thousand, seven hundred twenty dollars and no cents per unit	5	MO	$ 3,720.00	$ 18,600.00
15	0503 7001 TXDOT	PORTABLE CHANGEABLE MESSAGE SIGN One hundred twenty dollars and no cents per unit	150	DAY	$ 120.00	$ 18,000.00
16	0506 7039 TXDOT	TEMP SEDMT CONT FENCE (INSTALL) Seven dollars and no cents per unit	400	LF	$ 7.00	$ 2,800.00
17	0506 7041 TXDOT	TEMP SEDMT CONT FENCE (REMOVE) One dollars and no cents per unit	400	LF	$ 1.00	$ 400.00

Item No.	Spec. Item	Name of Pay Item with Unit Price in Words	Total Quantity	Unit	Unit Bid Price	Amount Bid
Smithfield Middle School SRTS						
18	0506 7043 TXDOT	BIODEG EROSN CONT LOGS (INSTL) (8") Fifteen dollars and thirty cents per unit	180	LF	$ 15.30	$ 2,754.00
19	0506 7046 TXDOT	BIODEG EROSN CONT LOGS (REMOVE) Three dollars and no cents per unit	180	LF	$ 3.00	$ 540.00
20	0530 7006 TXDOT	DRIVEWAYS (CONC) Eighyt-nine dollars and thirty cents per unit	70	SY	$ 89.30	$ 6,251.00
21	0531 7001 TXDOT	CONC SIDEWALKS (4") Seventy-three dollars and no cents per unit	1,310	SY	$ 73.00	$ 95,630.00
22	0531 7005 TXDOT	CURB RAMPS (TY 1) One thousand, one hundred seventy-six dollars and no cents per unit	9	EA	$ 1,176.00	$ 10,584.00
23	0531 7006 TXDOT	CURB RAMPS (TY 2) Two thousand, five hundred seventy-four dollars and no cents per unit	2	EA	$ 2,574.00	$ 5,148.00
24	0531 7008 TXDOT	CURB RAMPS (TY 5) Four thousand, two hundred sixty-five dollars and no cents per unit	23	EA	$ 4,265.00	$ 98,095.00
25	0531 7010 TXDOT	CURB RAMPS (TY 7) Two thousand, eight hundred nineteen dollars and no cents per unit	11	EA	$ 2,819.00	$ 31,009.00
26	0531 7025 TXDOT	CONC SIDEWALKS (SPECIAL) Two hundred fifty-seven dollars and no cents per unit	140	SY	$ 257.00	$ 35,980.00
27	0636 7001 TXDOT	ALUMINUM SIGNS (TY A) Two hundred dollars and no cents per unit	7	SF	$ 200.00	$ 1,400.00
28	0644 7001 TXDOT	IN SM RD SN SUP&AM TY10BWG(1)SA(P) Six hundred ninety dollars and no cents per unit	39	EA	$ 690.00	$ 26,910.00
29	0644 7065 TXDOT	RELOCATE SM RD SN SUP&AM TY 10BWG Five hundred twenty dollars and no cents per unit	7	EA	$ 520.00	$ 3,640.00
30	0644 7072 TXDOT	RELOCATE SM RD SN SUP&AM(SIGN ONLY) Two hundred twenty-five dollars and no cents per unit	2	EA	$ 225.00	$ 450.00
31	0644 7073 TXDOT	REMOVE SM RD SN SUP&AM One hundred dollars and no cents per unit	4	EA	$ 100.00	$ 400.00
32	0666 7182 TXDOT	RE PM TY II (W) 12" (SLD) Five dollars and forty cents per unit	210	LF	$ 5.40	$ 1,134.00
33	0666 7184 TXDOT	RE PM TY II (W) 24" (SLD) Thirteen dollars and no cents per unit	1,140	LF	$ 13.00	$ 14,820.00
34	0666 7350 TXDOT	PAVEMENT SLER 12" No dollars and twenty-five cents per unit	210	LF	$ 0.25	$ 52.50

Item No.	Spec. Item	Name of Pay Item with Unit Price in Words	Total Quantity	Unit	Unit Bid Price	Amount Bid
Smithfield Middle School SRTS						
35	0666 7352 TXDOT	PAVEMENT SLER 24" No dollars and fifty cents per unit	1,140	LF	$ 0.50	$ 570.00
36	0677 7006 TXDOT	ELIM EXT PM & MRKS (12") Two dollars and no cents per unit	210	LF	$ 2.00	$ 420.00
37	0677 7008 TXDOT	ELIM EXT PM & MRKS (24") Three dollars and no cents per unit	60	LF	$ 3.00	$ 180.00
38	0678 7006 TXDOT	PAV SURF PREP FOR MRK (12") No dollars and twenty-five cents per unit	210	LF	$ 0.25	$ 52.50
39	0678 7008 TXDOT	PAV SURF PREP FOR MRK (24") No dollars and fifty cents per unit	1,140	LF	$ 0.50	$ 570.00
40	7004 7055 TXDOT	REMOVE AND RELOCATE METERS AND BOXES One thousand, three hundred dollars and no cents per unit	15	EA	$ 1,300.00	$ 19,500.00
41	7006 7061 TXDOT	ADJUST MANHOLE (SANITARY SEWER) Three thousand, three hundred dollars and no cents per unit	1	EA	$ 3,300.00	$ 3,300.00

TOTAL BASE BID

Four hundred seventy-two thousand, four hundred forty-five **DOLLARS**

no **CENTS** $ 472,445.00

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:
N/A
- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:
N/A
- a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:
N/A
- a. initial filing
- b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
☐ Prime ☐ Subawardee
Tier _____, *if known*:

N/A

Congressional District, *if known*: 4c

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:

N/A

Congressional District, *if known*:

6. Federal Department/Agency:

N/A

7. Federal Program Name/Description:

CFDA Number, *if applicable*: N/A

8. Federal Action Number, *if known*:

N/A

9. Award Amount, *if known*:

$ N/A

10. a. Name and Address of Lobbying Registrant
(*if individual, last name, first name, MI*):

N/A

b. Individuals Performing Services (*including address if different from No. 10a*)
(*last name, first name, MI*):

N/A

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____
Print Name: Curtis J. Green
Title: Vice President
Telephone No.: 817-577-9299 Date: 8/13/2025

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

Non-Collusion Affidavit and Debarment Certification

PROJECT: Smithfield Middle School Safe Routes to School
HIGHWAY: Main Street
COUNTY: TARRANT
TXDOT CSJ: 0902 90 292

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME OR FOR A CORPORATION

The bidder being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the bidder intends to do the work with his own bonafide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion affidavit, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

SIGNATURE OF BIDDER

Name of Bidder : Curtis J. Green
Print or type individual name

Trading and doing business as C. Green Scaping, LP
Print or type firm name

2401 Handley Ederville Rd, Ft. Worth, TX 76118
Address

Witness

Cathleen Ruiz
Print or type witness' name

Signature of Bidder, Individually

Curtis J. Green
Print or type signer's name
If a Corporation affix Corporate Seal

AFFIDAVIT MUST BE NOTARIZED

NOTARY SEAL

Subscribed and sworn to before me this the

August 13 day of 2025.

Signature of Notary Public

STACY LEE GEIGENMILLER
Notary Public, State of Texas
Comm. Expires 03-13-2026
Notary ID 125617920

State of Texas Child Support Business Ownership Form

County: Tarrant

Project Name: Smithfield Middle School Safe Routes to School

TxDOT CSJ: 0902-90-292

LG Project Number: CM 2019(134)

Business Entity Submitting Bid: C. Green Scaping, LP

Section 231.006, Family Code, requires a bid for a contract paid from state funds to include the names and social security number of individuals owning 25% or more of the business entity submitting the bid.

1. In the spaces below please provide the names and social security number of individuals owning 25% or more of the business.

Name	Social Security Number
Cathleen Ruiz	xxx-xx-9730
Curtis J. Green	xxx-xx-6637

2. Please check the box below if no individual owns 25% or more of the business.

( ) No individual own 25% or more of the business.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Part A and D to Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-699).

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The information collected on this form will be maintained by North Richland Hills. With few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.



Signature

8/13/2025

Date

Curtis J. Green

Printed Name

IF THIS PROJECT IS A JOINT VENTURE,

ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.

BIDDER'S STATEMENT OF QUALIFICATIONS

Firm Name: C. Green Scaping, LP **Date Organized:** 1984

Address: 2401 Handley Ederville Rd.

City: Fort Worth **State:** TX **Zip:** 76118

Telephone Number: 817-577-9299 **Fax Number:** 817-577-9331

Number of years in business under present name: 41

CLASSIFICATION:	☒ General	☒ Building	☒ Electrical	☒ Plumbing	☐ HVAC
	☒ Utilities	☒ Earthwork	☒ Paving	☒ Other	

1. DESCRIBE HISTORY AND ORGANIZATION OF THE COMPANY:

Green Scaping was founded in May 1984, originally specializing in landscape maintenance, irrigation systems, and general landscaping services. In response to market demand and project opportunities, the company expanded its operations in June 1992 to include large-scale erosion control projects. Over the years, Green Scaping has grown into a multifaceted construction firm with a strong presence in sectors such as athletic field development, public parks, stadiums, stormwater management, commercial site work, landfill capping, and wetland mitigation.

In line with our commitment to comprehensive site development, we have broadened our scope of services to include brick paver installation, gabion structures, utility work, and concrete construction. Our team brings specialized expertise in turf establishment techniques including sod installation, hydro-sprigging, hydro-seeding, mulching, and both broadcast and drill seeding.

Green Scaping owns and maintains over $10 million in specialized erosion control and construction equipment, allowing us to efficiently handle large and technically complex projects. Our operational strength lies in our ability to manage large-scale landscape and infrastructure projects, particularly for public works, community developments, and transportation corridors.
Throughout our history, Green Scaping has maintained financial stability and has not experienced any bankruptcies, reorganizations, or significant financial hardships. The company continues to operate under its original ownership and remains committed to sustainable growth and high-quality project delivery.

2. LIST NAMES OF KEY PERSONNEL AND ROLE OF EACH INDIVIDUAL FOR THIS PROJECT:

Tracy Lemoine – Project Superintendent
Tracy brings more than 20 years of field experience with a strong background in daily operations and crew supervision. As Superintendent, Tracy will manage day-to-day site activities, coordinate labor and equipment, and ensure the project remains on schedule. He will also handle resource procurement, manage deliveries, oversee the construction yard, and maintain consistent communication with City personnel throughout the duration of the project.

Carson Green – Project Manager
With over five years of experience in the construction industry, Carson plays a key role in project planning, coordination, and execution. His expertise includes estimating, interpreting project specifications, bidding and negotiation, construction observation, and administration. As Project Manager, Carson will oversee the overall progress of the job, manage schedules and subcontractors, ensure compliance with project requirements, and serve as the primary liaison between the City and Green Scaping to ensure smooth and efficient project delivery.

3. LIST OF MAJOR CONSTRUCTION EQUIPMENT OWNED WHICH IS AVAILABLE TO PERFORM THIS WORK:
Green Scaping will utilize a mini excavator, trencher, skid steer, and Kubota tractor to perform the work called out in this project. The good news is Green Scaping owns more than one of the pieces listed above, therefore we have backup if one were to break down. For information purposes, Green Scaping owns 95% of their equipment and only rents out 5%.

4. LIST COMPLETED COMPANY PROJECTS THAT SCOPE WAS SIMILAR TO THIS PROJECT:

Lantana Pickleball Court Complex
Company's Scope of Work/Responsibilities:
Work consisted of approx. 3100 CY of earthwork, construct 10 pickleball courts, 1700 SY of paving sidewalk and parking lot, water services, install of prefab building and shade facility, monument entry signage, site amenities, landscape & irrigation
Completion Date: December, 2024
Client Contact Information: Denton County Fresh Water Supply District 6 - Kurt Sewell 940-728-5050
Contract Amount: $ 2.4 million +/-
Job Superintendent/PM: Tracy Lemoine/Carson Green

Ponder Big Sky Estates Dam and Spillway
Company's Scope of Work/Responsibilities:
Auxiliary Spillway Construction consisting of underdrain system, spillway base 2-3' thick concrete spillway slab, spillway walls ranging from 10' - 26' tall tapered concrete wall, spillway wingwalls, and concrete channels for road crossings

Completion Date: February, 2025
Client Contact Information: FCS Construction, LP - Curtis Davee 214-975-0808
Contract Amount: $1.7 million +/-
Job Superintendent/PM: Tracy Lemoine/Carson Green

Wilshire Park Renovations
Company's Scope of Work/Responsibilities:
Renovate existing park, erosion control, demo, clearing, excavation, new fire lane concrete paving, retaining walls, sanitary/water utilities, new restroom, stone veneer, concrete sidewalk, landscape, irrigation, hand rail, electrical, and site amenities
Completion Date: November, 2024
Client Contact Information: City of Euless - Duane Strawn 817-685-1669
Contract Amount: $ 1.7 million +/-
Job Superintendent/PM: Matt Peters/Carson Green

Town Creek Trails Phase III
Company's Scope of Work/Responsibilities:
Project consists of 4120 LF of a 10' shared use concrete path, that included excavation, demo, embankment fill, retaining wall, riprap 18", Rail (TY PR11), concrete box culvert, wingwalls, erosion control, concrete sidewalks and curb ramps, flashing beacon assembly's, striping, and vegetation.
Completion Date: November, 2024
Client Contact Information: City of Weatherford – Brandon Fross 682-229-2520
Contract Amount: $ 844,845 +/-
Job Superintendent/PM: Tracy Lemoine/Carson Green

Overton Ridge Park
Company's Scope of Work/Responsibilities:
Construction of new park, demo and clearing, excavation, drainage outfall structure, gabions, waterline, sanitary sewer & lift station, site work, concrete trail, curb & gutter, erosion control, concrete parking area striping & signage, custom handrail, landscape, irrigation, and site amenities
Completion Date: December, 2023
Client Contact Information: City of Keller; Cody Maberry 817-743-4002
Contract Amount: $ 2.4 million +/-
Job Superintendent/PM: Matt Peters/Tracy Updegraff

5. ADDITIONAL REFERENCES:

1. Pat Pabich – YTL, Inc., 817-999-6839; pat@ytlinc.com
2. Dan McClendon – McClendon Const., 817-295-0066; dan@mcclendonconstruction.com
3. Ron Stinson – Texas Materials, 817-261-2991; ronald.stinson@TexasBit.com
4. Curtis Davee – FCS Construction, LP, 214-975-0808; cdavee@friscocs.com

SECTION III

CONTRACTUAL DOCUMENTS

STANDARD FORM OF CONSTRUCTION AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

THIS AGREEMENT is entered into this the ___ day of _____, 20___, by and between the CITY OF NORTH RICHLAND HILLS, a municipal corporation, of the County of Tarrant and State of Texas, hereinafter called "OWNER" and _____ of the City of _____, County of _____ and State of ___ hereinafter called "CONTRACTOR."

OWNER and CONTRACTOR in consideration of the mutual covenants contained in this Agreement, agree as follows:

ARTICLE 1. WORK.

CONTRACTOR covenants and agrees to perform the Work in every detail, in a good and first-class workmanlike manner as specified and indicated in the Contract Documents, of which are incorporated in this Agreement in their entirety as if they were herein set out at length written word for word. The CONTRACTOR shall furnish all labor, materials, tools and equipment required to perform and complete the Work in strict accordance with these Contract Documents. The Work is described as follows:

SMITHFIELD MIDDLE SCHOOL SAFE ROUTES TO SCHOOL (SD2404)

ARTICLE 2. CONTRACT PRICE.

OWNER agrees to pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, the price or prices shown in the bidder's proposal, which total the following amount:

_____ DOLLARS AND _____ CENTS ($ _____) ("Contract Price").

ARTICLE 3. CONTRACT TIME / TERMINATION / LIQUIDATED DAMAGES.

Unless otherwise stated in this agreement, **time shall be considered of the essence.**

a. When **time is of** the essence, the CONTRACTOR shall be liable for failure to deliver or delay in delivery occasioned by and including without limitation strikes, lock-outs, inability of obtaining material or shopping space, breakdowns, delays of carriers or suppliers, and preexisting governmental acts and regulations of the Federal and State governments or any subdivision thereof, unless such governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the CONTRACTOR prior to submission of his/her and City Council's acceptance thereof.

b. When **time is not of** the essence, this agreement shall be inoperative during such period of time that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the CONTRACTOR has any commercially reasonable alternative method of performing this contract by purchase on the market or otherwise, he/she shall not be freed of his/her obligation hereunder by this clause, even though the goods intended for this contract were destroyed or their delivery delayed because of any event described above.

c. **As time is of the essence on this contract**, CONTRACTOR agrees to commence work under this contract within fifteen (15) days from the date specified in the "Notice to Proceed" and complete each phase of construction within the durations specified in the following table. The durations specified are working days and are subject to such extensions of time as are indicated in the Special Provisions.

   Working Days is defined by TxDOT local government general requirements and covenants Item 8L 'Prosecution and Progress'. Counting of contract time will only be stopped when the Owner issues a written notice stating this fact, or when the project is noted as substantially complete by written notice from the Owner. OWNER shall determine when such action is necessary.

   Extensions of time due to weather delays shall be determined in accordance with the following formula:

   E = R–P where R is greater than or equal to P, and

   E = Extra Precipitation Days
   P = Average Precipitation Days
   R = Total Precipitation Days

Average Precipitation Days (P) is defined as a day of rain, sleet, hail, snow or any combination thereof, and shall be based upon the average precipitation for each month of the year as defined in the Local Climatological Data summaries issued by the National Climatic Data Center in Asheville, North Carolina, and for this contract shall be as follows:

Average Precipitation

Month	Jan	Feb	Mar	Apr	May	June
Number of Days	6	6	7	7	8	6
Month	July	Aug	Sept	Oct	Nov	Dec
Number of Days	4	4	6	6	6	6

Partial months shall be prorated uniformly for the entire month and the sum of all the months used will be rounded to the nearest whole number. This number shall be P.

Total Precipitation Days (R) is defined as a day of rain, sleet, hail, snow or any combination thereof, if determined by the Owner's Project Representative that the Contractor's construction cannot progress substantially due to precipitation and thus be put in the Daily Inspection Logs as a precipitation day. The sum of all precipitation says shall be R.

The total number of Extra Precipitation Days (E) shall be granted to the Contractor as extension of time due to weather delays, and no additional time due to drying time for saturated soil will be allowed. This contract time is both multi-tiered and cumulative.

e. **Liquidated Damages.** The CONTRACTOR further agrees to pay the following as liquidated damages:

(1) $600 per working day for any unfinished work beyond 100 consecutive working days after the “Notice to Proceed” issuance date. This rate shall continue until such time that the Project is complete and accepted by the OWNER

(2) It is understood between the parties hereto that these sums shall be treated as liquidated damages and not as a penalty, and the OWNER may withhold from the CONTRACTOR's compensation such sums as liquidated damages.

The parties consider the CONTRACTOR's failure to complete performance of the entire contract within the 100th working day after the "Phase I Notice to Proceed" date a substantial breach of this agreement, and the amount of liquidated damages set forth herein is a reasonable and fair estimate of just compensation for CONTRACTOR's failure to timely perform the contract.

If there is any conflict between any provision of this Article 3, and any other Provision in this agreement, or in any attachment hereto or any other Contract Document, this Article 3 shall control.

ARTICLE 4. PARTIAL PAYMENT.

OWNER shall make payments to the CONTRACTOR in the following manner. On or about the first of each month, the OWNER, or the OWNER's Authorized Representative, will make accurate estimates of the value, based on contract prices, of the work done and materials incorporated in the work and of materials suitably stored at the site during the preceding calendar month. The CONTRACTOR shall furnish to the OWNER, or the OWNER's Representative, such detailed information as the OWNER may request to aid OWNER as a guide in the preparation of the monthly estimate.

Within the following thirty (30) days, OWNER shall make partial payments to the CONTRACTOR for work performed during the preceding calendar month as estimated by the OWNER or OWNER's Representative. Ten percent (10%) of each estimate shall be retained by the OWNER until final completion and acceptance of all work covered by the Contract for contracts less than four hundred thousand dollars ($ 400,000). Five percent (5%) of each estimate shall be retained by the OWNER until final completion and acceptance of all work covered by the Contract for contracts greater than four hundred thousand dollars ($ 400,000). Upon completion and acceptance of all work in compliance with the Contract, the OWNER shall, within thirty (30) days, pay the CONTRACTOR the balance due under the terms and conditions of the Contract.

It is understood that the monthly estimates shall be approximate only, and all monthly estimates and partial payments shall be subject to correction in the estimate rendered following the discovery of an error in any previous estimate, and such estimate shall not in any respect be taken as an admission of the OWNER of the amount of work done or of its quality or sufficiency nor as an acceptance of the work or the release of the CONTRACTOR of any of its responsibility under the Contract.

ARTICLE 5. DISCRIMINATION.

The CONTRACTOR agrees, in connection with the performance of work under this contract as follows:

a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, national origin or ancestry. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

b. The CONTRACTOR agrees to include this non-discrimination clause in any subcontracts connected with the performance of this agreement.

c. In the event of the CONTRACTOR's non-compliance with the above non-discrimination clause, the contract may be canceled or terminated by the OWNER. The CONTRACTOR may be declared by the OWNER to be ineligible for future contracts with the OWNER, until satisfactory proof of intent to comply shall be made by the CONTRACTOR.

d. The OWNER shall be provided a list of subcontractors who are to be paid $10,000 or more. The CONTRACTOR must ensure that such subcontractors meet the requirements as outlined in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq), execute required assurances and provide the OWNER a copy of the signed assurance of all such subcontractors prior to final payment. In the event of a claim of $10,000 or more against the CONTRACTOR by a subcontractor under this section, no further payment shall be processed unless and until each required subcontractor assurance is provided the OWNER.

ARTICLE 6. ENTIRE CONTRACT.

This Contract and Agreement contains the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not set forth in writing as part of this Agreement or the Contract Documents.

ARTICLE 7. MODIFICATION.

This contract cannot be modified except by a writing signed by both parties.

ARTICLE 8. VARIABLES IN COST.

The parties hereto assume and understand that the variables in the CONTRACTOR's cost of performance may fluctuate; consequently, the parties

hereto agree that any fluctuations in the CONTRACTOR's costs will in no way alter the CONTRACTOR's obligations under this contract nor excuse nonperformance or delay on his/her part.

ARTICLE 10. VENUE.

This contract shall be governed by the laws of the State of Texas. Venue for any court proceedings shall be in Tarrant County, Texas.

ARTICLE 11. CONTRACT DOCUMENTS.

Documents Listed. The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR for the performance of and payment for the Work, consist of the following:

(1) This Agreement
(2) Addendum(s)
(3) "Notice to Bidders" advertisement
(4) Bidder's Proposal
(5) Special Instruction to Bidders
(6) Performance and Payment Bonds
(7) Certification of Insurance
(8) Notice to Proceed
(9) Technical Specifications
(10) TxDOT Standard Specifications for Construction and Maintenance of Highways, Street, and Bridges (2024 TxDOT Specifications)
(11) Special Provisions
(12) General Provisions
(13) Project Construction Plans/Drawings
(14) Special Material and/or Equipment Specifications
(15) Special Material and/or Equipment Drawings
(16) "Public Works Construction Standards - North Central Texas" adopted by the North Central Texas Council of Governments (NCTCOG), Fifth Edition, Adopted November 2017

ARTICLE 11. DEFAULT

OWNER may declare CONTRACTOR in default of this Contract in the event Contractor fails to comply with the terms and conditions set forth in this Contract or any of the Contract Documents.

ARTICLE 12. SUBCONTRACTORS

Any subcontractor who furnishes labor or materials to fulfill an obligation to CONTRACTOR under this Contract or who performs all or part of the work required

by this Contract, must comply with all notice and filing requirements of Texas Property Code, Chapter 53 in order to perfect a mechanic's, contractor's or materialman's lien. If a subcontractor complies with Chapter 53 of the Texas Property Code, Owner shall be authorized to withhold payment from the CONTRACTOR for payment of the claim. Owner shall release any such payment to the CONTRACTOR upon written notice and sufficient documentation to Owner from subcontractor that the claim has been paid or otherwise settled.

IN TESTIMONY WHEREOF, the CITY OF NORTH RICHLAND HILLS has caused this instrument to be signed in its corporate name, and on its behalf by the Mayor or City Manager, duly authorized to execute this instrument by action of the City Council and_____ a corporation, partnership, individual
(Name of Contractor) ***("X" out the inappropriate wording)***
acting by and through its duly authorized officials, thereby binding themselves for the faithful and full performance of the terms and provisions of this Agreement.

CITY OF NORTH RICHLAND HILLS:

By: _____

Paulette Hartman

City Manager

Date: _____

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Alicia Richardson

City Secretary/Chief Governance Officer

ATTEST:

By: _____

Name: _____

Title: _____

APPROVED TO FORM AND LEGALITY:

By: _____

Bradley A. Anderle, City Attorney

Bond No. _____

PERFORMANCE BOND

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT §

THAT _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____of the City of _____, County of _____, and State of _____, (hereinafter referred to as "Principal"), and_____ (hereinafter referred to as "Surety"), a corporation organized under the laws of the State of_____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto THE CITY OF NORTH RICHLAND HILLS (hereinafter referred to as "Owner") in the penal sum _____ DOLLARS AND CENTS ($XXX,XXX.00) [not less than 100% of the approximate total amount of the contract as evidenced in the bid proposal] in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written Contract with the Owner, dated the _____ day of _____, 20__, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of:

SMITHFIELD MIDDLE SCHOOL SAFE ROUTES TO SCHOOL
Dated as of _____, 20__

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal fully and faithfully executes the work and performance of the Contract in accordance with the plans, specifications and Contract Documents, including any extensions thereof which may be granted with our without notice to Surety, during the original term thereof, and during the life of any guaranty required under the Contract, and according to the true intent and meaning of said Contract and the plans and specifications hereto annexed, if the Principal shall repair and/or replace all defects due to faulty materials or workmanship that appear within a period of two years from the date of final completion and final acceptance of the work by owner; and if the Principal shall fully indemnify and save harmless the Owner from all costs and damages which Owner may suffer by reason of failure to so perform herein and shall fully reimburse and repay Owner all outlay and expense which the Owner may incur in making good any default or deficiency, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said contractor shall fail to do so, it is agreed that the Owner may do said work and supply such materials and charge the same against said contractor and Surety on this obligation.

In the event that the Principal is declared in default under the said Contract by Owner, the Surety will within fifteen (15) days of Owner’s declaration of such default take all action necessary to take over the project from Contractor and assume completion of said Contract. The Surety shall become entitled to the payment of the balance of the Contract Price upon the Surety's faithful performance of its obligations under this bond.

The Surety agrees to pay to Owner, upon demand, all loss and expense, including reasonable attorney's fees, incurred by Owner by reason of or on account of any breach of this obligation by the Surety.

Provided further, that if any legal action be filed on this Bond, venue shall lie in Tarrant County, Texas.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Texas Government Code, Chapter 2253, as amended, and Article 7.19-1 of the Insurance Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the Bond shall automatically be increased by the amount of any Change Order or supplemental agreement with increases the Contract price with or without notice to the Surety, but in no event shall a Change Order or supplemental agreement which reduces the Contract price decrease the penal sum of this Bond. And further that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

Surety agrees that this Bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of two (2) years from the date of completion and acceptance of the improvement by the Owner.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the ___ day of _____, 20___.

(Company Name of Principal)	*(Company Name of Surety)*
(Signature)	*(Signature)*
(Printed Name)	*(Printed Name)*
(Title)	*(Title)*
(Address Line 1)	*(Address Line 1)*
(Address Line 2)	*(Address Line 2)*
(City, State and Zip Code)	*(City, State and Zip Code)*
(Witness)	*(Witness)*

The name and address of the Resident Agent of Surety is:

(Name)

(Address Line 1)

(Address Line 2)

(City, State and Zip Code)

(Telephone Number)	*(Fax Number)*

Bond No. _____

PAYMENT BOND

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

THAT _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____of the City of _____, County of _____, and State of _____, (hereinafter referred to as "Principal"), and _____(hereinafter referred to as "Surety"), a corporation organized under the laws of the State of_____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto THE CITY OF NORTH RICHLAND HILLS (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum DOLLARS AND CENTS ($XXX,XXX.00) [not less than 100% of the approximate total amount of the Contract as evidenced in the bid proposal] in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written Contract with the Owner, dated the _____ day of _____, 20__, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of:

SMITHFIELD MIDDLE SCHOOL SAFE ROUTES TO SCHOOL (SD2404)

Dated as of _____, 20__

NOW, THEREFORE, the condition of this obligation is such, that the Bond guarantees the full and proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant, and that conversely should the Principal faithfully perform said Contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said Contract, agreed to by the Principal, and according to the true intent and meaning of said Contract and the claims and specifications hereto annexed, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to Surety being hereby waived, then this obligation shall be void; otherwise, to remain in full force and effect. Provided further, that if any legal action be filed on this Bond, venue shall lie in Tarrant County, Texas.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Texas Government Code, Chapter 2253, as amended, and Article 7.19-1 of the Insurance Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the Bond shall automatically be increased by the amount of any Change Order or supplemental agreement with increases to the Contract price with or without notice to the Surety and that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the ___ day of _____, 20___.

(Company Name of Principal)	*(Company Name of Surety)*
(Signature)	*(Signature)*
(Printed Name)	*(Printed Name)*
(Title)	*(Title)*
(Address Line 1)	*(Address Line 1)*
(Address Line 2)	*(Address Line 2)*
(City, State and Zip Code)	*(City, State and Zip Code)*
(Witness)	*(Witness)*

The name and address of the Resident Agent of Surety is:

(Name)

(Address Line 1)

(Address Line 2)

(City, State and Zip Code)

(Telephone Number)	*(Fax Number)*

Bond No. _____

CONTRACTOR'S RELEASE TO CITY

TO: CITY OF NORTH RICHLAND HILLS

RE: **SMITHFIELD MIDDLE SCHOOL SAFE ROUTES TO SCHOOL (SD2404)**

This is to certify that _____, by acceptance
(NAME OF CONTRACTOR)
of this final payment, hereby releases the OWNER, the City of North Richland Hills, from all claims and all liabilities of the City of North Richland Hills for all things done or furnished in connection with work on this project and further releases the City of North Richland Hills from any and all liabilities arising from any act of the OWNER or his/her agent arising in connection with this project. This release in no way operates to release the CONTRACTOR or his/her Surety from any obligations under this contract or the bond tendered pursuant thereto.

_____
(NAME OF CORPORATION)

_____
(AUTHORIZED AGENT)

CORPORATION ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared _____ known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is the _____ of the said _____, a corporation, and that he/she is authorized by said corporation to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

CONTRACTOR'S RELEASE TO CITY *(Continued)*

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _ day of _____, 20 ____.

_____ _____

(Notary Public in and for the State of Texas) *(Type or Print Notary's Name)*

My Commission Expires: _____

CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared _____, (hereinafter referred to as "Affiant"), who,
(NAME)

after being by me duly sworn, deposes and says that he/she is the _____
(TITLE)
_____ of _____ (a
(NAME OF COMPANY)

corporation, partnership, trade name) of _____ County, State of
("X" OUT THE INCORRECT)

Texas (hereinafter referred to as "Contractor"), which said Contractor was awarded the contract dated the _____ day of _____, 2020, for the construction of the **SMITHFIELD MIDDLE SCHOOL SAFE ROUTES TO SCHOOL** (hereinafter referred to as the "Work"), for a total consideration of and XX/100 Dollars ($ XXX,XXX.00) to be paid to the said Contractor (the "Contract"), and that Affiant has full power of authority to make this affidavit.

That THE CITY OF NORTH RICHLAND HILLS, (hereinafter referred to as "Owner"), has approved the final estimate on said Work, and that the said Contractor has fully satisfied and paid any and all claims that may be covered by Texas Government Code, Chapter 2253, as amended, or any other applicable statutes or charter provisions, and that all just bills for labor and materials have been paid and discharged by said Contractor insofar as they pertain to the Work in question.

That in addition to any funds which may have been previously paid by the Owner, the Contractor hereby accepts the amount of and ___/100 Dollars ($_____) as **FULL AND FINAL PAYMENT** under the aforementioned Contract resulting in a total revised contract amount Of and __/100 Dollars ($ _____), and hereby waives and releases any right Affiant and/or the Contractor may have to pursue claims of any nature against the Owner arising out of or in any manner connected with the performance of the Work and/or the Contract, including but not limited to claims of third parties that supplied material and/or labor for the Work for or through the Contractor (hereinafter referred to as "Subcontractors"), as well as claims for delay, additional compensation or for recovery of liquidated damages which may have been withheld by the Owner. The Contractor shall defend, hold harmless and indemnify the Owner from any such claims of such Subcontractors. The Contractor further releases the Owner from any claim or liability arising from any act of negligence of the Owner related to or connected with the Contract. This affidavit is given pursuant to the final payment provisions of the Contract, and shall not be deemed to alter or modify the terms and provisions of said Contract.

This affidavit is made in compliance with the law and in compliance especially with Chapter 2253 of the Texas Government Code, as amended, and that the undersigned, upon his/her oath, states that the facts indicated in the above instrument of writing are true and correct and that he/she is not incapacitated an any way from making this affidavit.

WITNESS my hand this the _____ day of _____, 20___.

_____
(Affiant)

_____
(Printed Name)

SUBSCRIBED AND SWORN TO BEFORE ME, this the ____ day of _____, 20 _____.

_____ _____
(Notary Public in and for the State of Texas) *(Type or Print Notary's Name)*

My Commission Expires: _____

SECTION IV

TECHNICAL SPECIFICATIONS

TxDOT SPECIFICATIONS

The following are governing specifications for the Plans for the Smithfield Middle School Safe Routes to School project.

TxDOT Standard Specifications, adopted by the Texas Department of Transportation September 1, 2024, are incorporated into the contract by reference.

Item 1L	Abbreviations and Definitions
Item 2L	Instructions to Bidders
Item 3L	Award and Execution of Contract
Item 4L	Scope of Work
Item 5L	Control of Work
Item 6L	Control of Materials
Item 7L	Legal Regulations and Responsibilities
Item 8L	Prosecution and Progress
Item 9L	Measurement and Payment
Item 100	Preparing Right of Way
Item 104	Removing Concrete
Item 110	Excavation
Item 132	Embankment
Item 160	Topsoil
Item 162	Sodding for Erosion Control
Item 168	Vegetative Watering
Item 500	Mobilization
Item 502	Barricades, Signs, and Traffic Handling
Item 503	Portable Changeable Message Signs
Item 506	Temporary Erosion, Sedimentation, and Environmental Controls (161)(432)(556)
Item 530	Intersections, Driveways, and Turnouts (247)(260)(275)(276) (292)(316)(330)(334)(341)(360)(421)(440)
Item 531	Sidewalks (360)(420)(421)(440)
Item 636	Signs
Item 644	Small Roadside Sign Assemblies (421)(440)(441) (442)(445)(636)(656)
Item 666	Reflectorized Pavement Markings
Item 677	Eliminating Existing Pavement Markings and Markers (300)(302)(315)(316)
Item 678	Pavement Surface Preparation for Markings

TxDOT Special Specifications: The following special specifications are incorporated into the contract for reference:

- SP 000-001L: Nondiscrimination
- SP 000-002L: Certification of nondiscrimination equipment or services
- SP 000-007L: Cargo Preference Act requirements in federal aid contracts
- SP 000-018L: Schedule of liquidated damages
- SP 000-022L: Disadvantaged business enterprise in federal-aid contracts
- SP 006-005L: Control of materials
- General Notes

Items 1L–9L

Local Government General Requirements and Covenants

Item 1L
Abbreviations and Definitions

1. APPLICABILITY

Wherever the following terms are used in these specifications or other Contract documents, the intent and meaning will be interpreted as shown below.

2. ABBREVIATIONS

AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALSC	American Lumber Standard Committee, Inc.
AMPP	Association for Materials Protection and Performance
AMRL	AASHTO Materials Reference Laboratory
ANLA	American Nursery and Landscape Association
ANSI	American National Standards Institute
APA	The Engineered Wood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREMA	American Railway Engineering and Maintenance-of-Way Association
ASBI	American Segmental Bridge Institute
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASNT	American Society for Nondestructive Testing
ASTM	American Society for Testing and Materials
AWC	American Wood Council
AWG	American Wire Gage
AWPA	American Wood Protection Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BMP	Best Management Practices
CFR	Code of Federal Regulations
CMP	Corrugated Metal Pipe
COE	U.S. Army Corps of Engineers
CRSI	Concrete Reinforcing Steel Institute
DBE	Disadvantaged Business Enterprise
DMS	Departmental Materials Specification
EIA	Electronic Industries Alliance
EPA	U.S. Environmental Protection Agency
FHWA	Federal Highway Administration, U.S. Department of Transportation
FSS	Federal Specifications and Standards (General Services Administration)
GSA	General Services Administration
HUB	Historically Underutilized Business
ICEA	Insulated Cable Engineers Association

IEEE	Institute of Electrical and Electronics Engineers
IESNA	Illuminating Engineering Society of North America
IMSA	International Municipal Signal Association
ISO	International Organization for Standardization
ITE	Institute of Transportation Engineers
ITS	Intelligent Transportation System
LG	Local Government
LRFD	Load and Resistance Factor Design
MASH	Manual for Assessing Safety Hardware
MPL	Material Producer List
NCHRP	National Cooperative Highway Research Program
NCR	Nonconformance Report
NEC	National Electrical Code (Published by NFPA)
NEMA	National Electrical Manufacturers Association
NEPA	National Environmental Policy Act
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NIST	National Institute of Standards and Technology
NPCA	National Precast Concrete Association
NRM	Nonhazardous Recyclable Material
NRMCA	National Ready Mixed Concrete Association
NSBA	National Steel Bridge Alliance
OSHA	Occupational Safety and Health Administration, U.S. Department of Labor
PCA	Portland Cement Association
PCI	Precast/Prestressed Concrete Institute
PPI	Plastics Pipe Institute
PS&E	Plans, Specifications, and Estimates
PSL	Project Specific Location
PTI	Post-Tension Institute
QA	Quality Assurance
QC	Quality Control
RCP	Reinforced Concrete Pipe
RPLS	Registered Public Land Surveyor
RRC	Railroad Commission of Texas
SBE	Small Business Enterprise
SFPA	Southern Forest Products Association
SI	International System of Units
SPIB	Southern Pine Inspection Bureau
TAC	Texas Administrative Code
TCEQ	Texas Commission on Environmental Quality
TDLR	Texas Department of Licensing and Regulation
TMUTCD	Texas Manual on Uniform Traffic Control Devices
UL	Underwriters Laboratory, Inc.
USC	United States Code
WRI	Wire Reinforcement Institute
WWPA	Western Wood Products Association

3. DEFINITIONS

3.1. Abrasive Blasting. Spraying blasts of pressurized air combined with abrasive media.

3.2. Actual Cost. Contractor's actual cost to provide labor, material, equipment, and project overhead necessary for the work.

3.3. Addendum. Change in proposal forms developed between advertising and bid submittal deadline.

3.4. **Additive Alternate**. A bid item contained in a proposal that is not a regular item or a replacement alternate bid item. The additive alternate item(s) include work that may be added to the base bid at the time of letting.

3.5. **Advertisement**. The public announcement required by law inviting bids for work to be performed or materials to be furnished.

3.6. **Affiliates**. Two or more Bidders are affiliated if they share common officers, directors, or stockholders; a family member of an officer, director, or stockholder of one Bidder serves in a similar capacity in another of the Bidders; an individual who has an interest in, or controls a part of, one Bidder either directly or indirectly also has an interest in, or controls a part of, another of the Bidders; the Bidders are so closely connected or associated that one of the Bidders, either directly or indirectly, controls or has the power to control another Bidder; one Bidder controls or has the power to control another Bidder; or the Bidders are closely allied through an established course of dealings, including, but not limited to, the lending of financial assistance. Refer to 43 TAC § 9.12(g), "Affiliated Entities."

3.7. **Air Blasting**. Spraying blasts of pressurized air free of oil and moisture.

3.8. **Air Temperature**. The temperature measured in degrees Fahrenheit (°F) in the shade, not in the direct rays of the sun, and away from artificial heat.

3.9. **Anticipated Profit**. Profit for work not performed.

3.10. **Apparent Low Bidder**. The Bidder determined to have the numerically lowest total bid as a result of the tabulation of bids by the Owner.

3.11. **Architect of Record**. A person registered as an architect or licensed as a landscape architect, in conformance with State law, exercising overall responsibility for the design or a significant portion of the design and performing certain Contract administration responsibilities as described in the Contract; or a firm employed by the Owner to provide professional architectural services.

3.12. **Arterial Highway**. A highway used primarily for through traffic and usually on a continuous route.

3.13. **Available Bidding Capacity**. Not applicable to Locally Let projects.

3.14. **Award**. The Owner's acceptance of a Contractor's bid for a proposed Contract that authorizes the Owner to enter into a Contract.

3.15. **Bid**. The offer from the Bidder for performing the work described in the proposal.

3.16. **Bid Bond**. The security executed by the Contractor and the Surety furnished to the Owner to guarantee payment of liquidated damages if the Contractor fails to enter into an awarded Contract.

3.17. **Bid Error**. A mathematical mistake made by a Bidder in the unit price entered into the proposal.

3.18. **Bidder**. An individual, partnership, limited liability company, corporation, or joint venture submitting a bid for a proposed Contract.

3.19. **Bidders Questionnaire**. A prequalification form that reflects detailed equipment and experience data but waives audited financial data.

3.20. **Bidding Capacity**. Not applicable to Locally Let projects.

3.21. **Blast Cleaning**. Using one of the blasting methods including, but not limited to water blasting, low-pressure water blasting, high-pressure water blasting, abrasive blasting, water-abrasive blasting, shot blasting, slurry blasting, water -injected abrasive blasting, and brush blasting.

3.22. Bridge. A structure, including supports, erected over a depression or an obstruction (e.g., water, a highway, or a railway) with a roadway or track for carrying traffic or other moving loads, and having an opening measured along the center of the roadway of more than 20 ft. between faces of abutments, spring lines of arches, or extreme ends of the openings for multiple box culverts.

3.23. Brush Blasting. Sweeping lightly with an abrasive blast to remove loose material.

3.24. Building Contract. Not applicable to Locally Let projects.

3.25. Callout Work. Contracts, or work items in Contracts, that require a Contractor's response on an as-needed basis (e.g., see Item 351, "Flexible Pavement Structure Repair").

3.26. Certificate of Insurance. A form approved by the Owner covering insurance requirements stated in the Contract.

3.27. Change Order. Written order to the Contractor detailing changes to the specified work, item quantities, or any other modification to the Contract.

3.28. Commission. The Texas Transportation Commission or authorized representative.

3.29. Concrete Construction Joint. A joint formed by placing plastic concrete in direct contact with concrete that has attained its initial set.

3.30. Concrete Repair Manual. TxDOT manual specifying methods and procedures for concrete repair as an extension of the standard specifications.

3.31. ConcreteWorks©. TxDOT-owned software for concrete heat analysis. Software is available on the TxDOT's website.

3.32. Confidential Questionnaire. A prequalification form that reflects detailed financial and experience data.

3.33. Construction Contract. A Contract entered under state law for the construction, reconstruction, repair, or maintenance of a segment of the Owner's or State transportation highway system.

3.34. Consultant. The licensed professional engineer or engineering firm, or the architect or architectural firm, registered in the State of Texas and under Contract to the Owner to perform professional services. The consultant may be the Engineer or architect of record or may provide services through and be subcontracted to the Engineer or architect of record.

3.35. Contract. The agreement between the Owner and the Contractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract documents.

3.36. Contract Documents. Elements of the Contract including, but not limited to, the plans, specifications incorporated by reference, special provisions, special specifications, Contract bonds, change orders, and supplemental agreements.

3.37. Contract Time. The number of working days specified for completion of the work, including authorized additional working days.

3.38. Contractor. The individual, partnership, limited liability company, corporation, or joint venture and all principals and representatives with which the Contract is made by the Owner.

3.39. Control of Access. The condition in which the right to access of owners or occupants of abutting land or other persons in connection with a highway is fully or partially controlled by public authority.

3.40. Control Point. An established point shown on the plans to provide vertical and horizontal references for geometric control for construction.

3.41. Controlled Access Highway. Any highway to or from which access is denied or controlled, in whole or in part, from or to abutting land or intersecting streets, roads, highways, alleys, or other public or private ways.

3.42. Cross-Sections. Graphic representations of the original ground and the proposed facility, at right angles to the centerline or base line.

3.43. Culvert. Any buried structure providing an opening under a roadway for drainage or other purposes. Culverts may also be classified as bridges. (See Section 1.3.22., "Bridge.")

3.44. Cycle. The activity necessary for performing the specified work within the right of way project limits once.

3.45. Daily Road-User Cost. Damages based on the estimated daily cost of inconvenience to the traveling public resulting from the work.

3.46. Debar (Debarment). Disqualification of an entity from bidding on or entering into a Contract with the Owner, from participating as a subcontractor under a Contract with the Owner, and from participating as a supplier of materials or equipment to be used under a Contract with the Owner.

3.47. Department. The Texas Department of Transportation (TxDOT).

3.48. Departmental Materials Specifications. Reference specifications for various materials published by the Materials and Tests Division.

3.49. Detour. A temporary traffic route around a closed portion of a road.

3.50. Direct Traffic Culvert. Concrete box culvert whose top slab is used as the final riding surface or is to have an overlay or other riding surface treatment.

3.51. Disadvantaged Business Enterprise. A for-profit small business certified through the Texas Unified Certification Program in accordance with 49 CFR Part 26, that is at least 51% owned by one or more socially and economically disadvantaged individuals, or in the case of a publicly owned business, in which at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals, and whose management and daily business operations are controlled by one or more of the individuals who own it.

3.52. Divided Highway. A highway with separate roadways intended to move traffic in opposite directions.

3.53. Easement. A real property right acquired by one party to use land belonging to another party for a specified purpose.

3.54. Electronic Vault. The Owner's bidding system where electronic bids are stored before bid opening.

3.55. Engineer. The Chief Engineer of the Owner or the authorized representative of the Chief Engineer.

3.56. Equipment Watch. Publication containing equipment rental rates.

3.57. Escalation Ladder. A process to determine issue resolution during the course of the Contract.

3.58. Expressway. A divided arterial highway for through traffic with full or partial control of access and generally with grade separations at intersections.

3.59. Family Member. A family member of an individual is the individual's parent, parent's spouse, stepparent, stepparent's spouse, sibling, sibling's spouse, spouse, child, child's spouse, spouse's child, spouse's child's

spouse, grandchild, grandparent, uncle, uncle's spouse, aunt, aunt's spouse, first cousin, or first cousin's spouse. Refer to 43 TAC § 9.12(g), "Affiliated Entities."

3.60. Force Account. Payment for directed work based on the actual cost of labor, equipment, and materials furnished with markups for project overhead and profit.

3.61. Freeway. An expressway with full control of access.

3.62. Frontage Road. A local street or road auxiliary to and located along an arterial highway for service to abutting property and adjacent areas and for control of access (sometimes known as a service road, access road, or insulator road).

3.63. Hazardous Materials or Waste. Hazardous materials or waste include, but are not limited to, explosives, compressed gas, flammable liquids, flammable solids, combustible liquids, oxidizers, poisons, radioactive materials, corrosives, etiologic agents, and other material classified as hazardous by 40 CFR 261, or applicable state and federal regulations.

3.64. High-Pressure Water Blasting. Water blasting with pressures between 5,000 and 10,000 psi.

3.65. Highway, Street, or Road. General terms denoting a public way for purposes of and related to vehicular, pedestrian, and bicycle travel, including the entire area within the right of way including Intersections and Easements; all related structures, improvements, and appurtenances, including but not limited to the roadside and roadside facilities, drainage systems, signal systems, and other traffic in formation and control systems; or other structures or improvements that directly or indirectly serve public travel. Recommended usage in urban areas is highway or street, and in rural areas, highway or road.

3.66. Historically Underutilized Business (HUB). A corporation, sole proprietorship, partnership, or joint venture formed for the purpose of making a profit certified by the Texas Building and Procurement Commission, and 51% owned by one or more persons who are economically disadvantaged because of their identification as members of certain groups, including African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, or women, and have a proportionate interest and demonstrate active participation in the control, operation, and management of the business' affairs. Individuals meeting the HUB definition are required to be residents of the State of Texas. Businesses that do not have their primary headquarters in the State of Texas are not eligible for HUB certification.

3.67. In Writing. Communication memorialized, including written or electronic documentation by email or letter only.

3.68. Incentive and Disincentive Provisions. An adjustment to the Contract price of a predetermined amount for each day the work is completed ahead of or behind the specified milestone, phase, or Contract completion dates. The amount of the incentive and disincentive is determined based on estimated costs for engineering, traffic control, delays to the motorists, and other items involved in the Contract.

3.69. Independent Assurance Tests. Tests used to evaluate the sampling and testing techniques and equipment used in the acceptance program. The tests are performed by the Owner and are not used for acceptance purposes.

3.70. Inspector. The person assigned by the Engineer to inspect for compliance with the Contract any or all parts of the work and the materials used.

3.71. Intelligent Transportation System. An integrated system that uses video and other electronic detection devices to monitor traffic flows.

3.72. Intersection. The general area where two or more highways, streets, or roads join or cross, including the roadway and roadside facilities for vehicular, pedestrian, and bicycle traffic movements within it.

3.73. Island. An area within a roadway from which vehicular traffic is intended to be excluded, together with any area at the approach occupied by protective deflecting or warning devices.

3.74. Joint Venture. Any combination of individuals, partnerships, limited liability companies, or corporations submitting a single bid proposal.

3.75. Lane Rental. A method to assess the Contractor daily or hourly rental fees for each lane, shoulder, or combination of lanes and shoulders taken out of service.

3.76. Letting. The receipt, opening, tabulation, and determination of the apparent low Bidder.

3.77. Letting Official. The employee empowered by the Owner to officially receive bids and close the receipt of bids at a letting.

3.78. Licensed Professional Engineer. A person who has been duly licensed by the Texas Board of Professional Engineers to engage in the practice of engineering in the State of Texas; also referred to as a Professional Engineer.

3.79. Limits of Construction. An area with established boundaries, identified within the highway right of way and easements, where the Contractor is permitted to perform the work.

3.80. Local Street or Road. A street or road primarily for access to residence, business, or other abutting property.

3.81. Low-Pressure Water Blasting. Water blasting with pressures between 3,000 and 5,000 psi.

3.82. Major Item. An item of work included in the Contract that has a total cost equal to or greater than 5% of the original Contract or $100,000 whichever is less. A major item at the time of bid will remain a major item. An item not originally a major item does not become one through the course of the Contract.

3.83. Material Producer List. TxDOT-maintained list of approved products, materials, laboratories, service providers, manufacturers, and producers.

3.84. Materially Unbalanced Bid. A bid that generates a reasonable doubt that award to the Bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the Owner.

3.85. Materials Contract. Not applicable to Locally Let projects.

3.86. Materials Supplier's Questionnaire. A prequalification form that reflects basic information, such as company contact, signature authority, and other requirements, but waives financial, equipment, and experience data.

3.87. Mathematically Unbalanced Bid. A bid containing bid prices that do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs.

3.88. Median. The portion of a divided highway separating the traffic lanes in opposite directions.

3.89. Milestone Date. The date that a specific portion of the work is to be completed before the completion date for all work under the Contract.

3.90. Monolithic Concrete Placement. The placement of plastic concrete in such manner and sequence to prevent a construction joint.

3.91. National Holidays. January 1, the last Monday in May, July 4, the first Monday in September, the fourth Thursday in November, December 24, and December 25.

3.92. Nonhazardous Recyclable Material. A material recovered or diverted from the nonhazardous waste stream for the purposes of reuse or recycling in the manufacture of products that may otherwise be produced using raw or virgin materials.

3.93. Nonresident Bidder. A Bidder whose principal place of business is not in Texas. This includes a Bidder whose ultimate parent company or majority owner does not have its principal place of business in Texas.

3.94. Nonresponsive Proposal. A proposal that does not meet the criteria for acceptance contained in the proposal form.

3.95. Non-Site-Specific Contracts. Contracts where a geographic region is specified for the work and work orders, with or without plans, detail the limits and work to be performed.

3.96. Notification. Either written or oral instruction to the Contractor. Voice mail is oral notification.

3.97. Pavement. That part of the roadway with a constructed surface for the use of vehicular traffic.

3.98. Pavement Structure. Combination of surface course and base course placed on a subgrade to support the traffic load and distribute it to the roadbed.

3.98.1. Base Course. One or more layers of specified material thickness placed on a subgrade to support a surface course.

3.98.2. Subgrade. The top surface of a roadbed upon which the pavement structure, shoulders, and curbs are constructed.

3.98.3. Subgrade Treatment. Modifying or stabilizing material in the subgrade.

3.98.4. Surface Course. Pavement structure layers designed to accommodate the traffic load. The top layer resists skidding, traffic abrasion, and the disintegrating effects of climate and is sometimes called the wearing course.

3.99. Payment Bond. The security executed by the Contractor and the Surety, furnished to the Owner to guarantee payment of all legal debts of the Contractor pertaining to the Contract.

3.100. Performance Bond. The security executed by the Contractor and the Surety, furnished to the Owner to guarantee the completion of the work in accordance with the terms of the Contract.

3.101. Plans. The drawings approved by the Engineer, including true reproductions of the drawings that may show the location, character, dimensions, and details of the work and are a part of the Contract. Documents may include drawings or digital files.

3.102. Power of Attorney for Surety Bonds. An instrument under corporate seal appointing an attorney-in-fact to act on behalf of a Surety in signing bonds.

3.103. Prequalification. The process for determining a Contractor's eligibility to bid work.

3.104. Prequalification Statement. The forms on which required information is furnished concerning the Contractor's ability to perform and finance the work.

3.105. Project-Specific Location. A material source, plant, waste site, parking area, storage area, field office, staging area, haul road, or other similar location either outside the project limits or within the project limits but not specifically addressed in the Contract.

3.106. Proposal. The offer from the Bidder submitted on the prescribed form, including addenda issued, giving unit bid prices for performing the work described in the plans and specifications.

3.107. Proposal Form. The form printed and sent to the Bidder by the Owner or printed by the Bidder from the Owner's bidding system.

3.108. Proposal Guaranty. The security furnished by the Bidder as a guarantee that the Bidder will enter into a Contract if awarded the work.

3.109. Quality Assurance (QA). Sampling, testing, inspection, and other activities conducted by the Engineer to determine payment and make acceptance decisions.

3.110. Quality Control (QC). Sampling, testing, and other process control activities conducted by the Contractor to monitor production and placement operations.

3.111. Ramp. A section of highway for the primary purpose of making connections with other highways.

3.112. Recurring Maintenance Work Contracts. Contracts or work for which maintenance is needed at the same location on more than one occasion (e.g., mowing Contracts for which mowing cycles are requested on multiple occasions).

3.113. Referee Tests. Tests requested to resolve differences between Contractor and Engineer test results.

3.114. Regular Item. A bid item contained in a proposal and not designated as an additive alternate or replacement alternate bid item.

3.115. Rental Rate Blue Book for Construction Equipment. Publication containing equipment rental rates.

3.116. Repair. Performed under Transportation Code §223, Subchapter A for Highway Improvement Contracts and includes restoration of a Highway, Street, or Road by replacing or putting together, in whole or in part, what is torn, broken, or otherwise damaged. Repair denotes the process of restoring all or part of a Highway, Street, or Road that has been subjected to decay, waste, injury, partial destruction, erosion, dilapidation, degradation, etc.

3.117. Replacement Alternate. A bid item identified the proposal form that a Bidder may substitute for a specific regular item of work.

3.118. Responsive Bid. A proposal that meets all requirements of the proposal form for acceptance.

3.119. Right of Way. A general term denoting land or property devoted to transportation purposes.

3.120. Roadbed. The graded portion of a highway prepared as foundation for the pavement structure and shoulders. On divided highways, the depressed median type and the raised median type highways are considered to have two roadbeds. Highways with a flush median are considered to have one roadbed. Frontage roads are considered separate roadbeds.

3.121. Road Master. A railroad maintenance official in charge of a division of railway.

3.122. Roadside. The areas between the outside edges of the shoulders and the right of way boundaries. Unpaved median areas between inside shoulders of divided highways and areas within interchanges are included.

3.123. Roadway. The portion of the highway (including shoulders) used by the traveling public.

3.124. Routine Maintenance Contract. Not applicable to Locally Let projects.

3.125. Sandblasting, Dry. Spraying blasts of pressurized air combined with sand.

3.126. Sandblasting, Wet. Spraying blasts of pressurized water combined with sand.

3.127. Shot Blasting. Spraying blasts of pressurized air combined with metal shot.

3.128. Shoulder. That portion of the roadway contiguous with the traffic lanes for accommodation of stopped vehicles for emergency use or for lateral support of base and surface courses.

3.129. Sidewalk. Portion of the right of way constructed exclusively for pedestrian use.

3.130. Slurry Blasting. Spraying blasts of pressurized air combined with a mixture of water and abrasive media.

3.131. Small Business Enterprise. A firm (including affiliates) whose annual gross receipts do not exceed the U.S. Small Business Administration's size standards for 4 consecutive yr.

3.132. Special Provisions. Additions or revisions to these standard specifications or special specifications.

3.133. Special Specifications. Supplemental specifications applicable to the Contract not covered by these standard specifications.

3.134. Specifications. Directives or requirements issued or made pertaining to the method and manner of performing the work or to quantities and qualities of materials to be furnished under the Contract. References to DMSs, ASTM or AASHTO specifications imply the latest standard or tentative standard in effect on the date of the proposal. The Engineer will consider incorporation of subsequent changes to these documents in accordance with Item 4, "Scope of Work."

3.135. State. The State of Texas.

3.136. State Holiday. A holiday authorized by the State Legislature excluding optional State holidays and not listed in Section 1.3.91., "National Holidays." A list of State holidays can be found on the TxDOT's website.

3.137. Station. A unit of measurement consisting of 100 horizontal ft.

3.138. Subcontract. The agreement between the Contractor and subcontractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract documents.

3.139. Subcontractor. An individual, partnership, limited liability company, corporation, or any combination thereof that the Contractor sublets, or proposes to sublet, any portion of a Contract, excluding a material supplier, a hauling firm hauling only from a commercial source to the project, a truck owner-operator, a wholly owned subsidiary, or specialty-type businesses such as security companies and rental companies.

3.140. Subsidiary. Materials, labor, or other elements that because of their nature or quantity have not been identified as a separate item and are included within the items on which they necessarily depend.

3.141. Substantial Completion of Work. The date (day) when all project work requiring lane or shoulder closures or obstructions is completed, and traffic is following the lane arrangement as shown on the plans for the finished roadway; all pavement construction and surfacing are complete; and traffic control devices and pavement markings are in their final position, unless otherwise shown on the plans. The Engineer may make an exception for permanent pavement markings provided the lack of markings does not cause a disruption to traffic flow or an unsafe condition for the traveling public, and work zone pavement markings are in place.

3.142. Substructure. The part of the structure below the bridge seats but not including bearings, drilled shafts, or piling. Parapets, back walls, wing walls of the abutments, and drainage structures are considered parts of the substructure.

3.143. Superintendent. The representative of the Contractor who is available at all times and able to receive instructions from the Engineer or authorized Owner representatives and to act for the Contractor.

3.144. **Superstructure**. The part of the structure above the bridge seats or above the springing lines of arches and including the bearings. Flatwork construction may be considered superstructure.

3.145. **Supplemental Agreement**. Written agreement entered into between the Contractor and the Owner and approved by the Surety, covering alterations and changes in the Contract. A supplemental agreement is used by the Owner whenever the modifications include assignment of the Contract from one entity to another or other cases as desired by the Owner.

3.146. **Surety**. The corporate body or bodies authorized to do business in Texas bound with and for the Contractor for the faithful performance of the work covered by the Contract and for the payment for all labor and material supplied in the prosecution of the work.

3.147. **Surplus Materials**. Any debris or material related to the Contract not incorporated into the work.

3.148. **Suspension**. Action taken by the Owner or federal government pursuant to regulation that prohibits a person or company from entering into a Contract, or from participating as a subcontractor, or supplier of materials or equipment used in a highway improvement Contract as defined in Transportation Code, Chapter 223, Subchapter A.

3.149. **Traffic Lane**. The strip of roadway intended to accommodate the forward movement of a single line of vehicles.

3.150. **Traveled Way**. The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

3.151. **Truck Owner-Operator**. An individual who owns and operates one truck for hire.

3.152. **UT-Bridge**. TxDOT-owned software for steel girder erection. Software is available on the TxDOT's website.

3.153. **UT-Lift**. TxDOT-owned software for steel girder erection. Software is available on the TxDOT's website.

3.154. **Utility**. Privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, heat, gas, oil, water, waste, or stormwater that are not connected with the highway drainage, signal systems, or other products that directly or indirectly serve the public; the utility company.

3.155. **Verification Tests**. Tests used to verify accuracy of QC and QA and mixture design testing.

3.156. **Water-Abrasive Blasting**. Spraying blasts of pressurized water combined with abrasive media.

3.157. **Water Blasting**. Spraying blasts of pressurized water of at least 3,000 psi.

3.158. **Water-Injected Abrasive Blasting**. Abrasive blasting with water injected into the abrasive and air stream at the nozzle.

3.159. **Wholly Owned Subsidiary**. A legal entity owned entirely by the Contractor or subcontractor.

3.160. **Work**. The furnishing of all labor, materials, equipment, and incidentals necessary for the successful completion of the Contract.

3.161. **Work Order**. Written notice to the Contractor to begin the work. The work order may include the date when work and time charges will begin, the allowable number of working days, and plan sheets providing details specific to a location or to an item of work for non-site-specific work. A work order is part of the Contract.

3.162. **Written Notice**. Written notice is considered to have been duly given if delivered in person to the individual or member to whom it is intended or if sent by regular, registered, or certified mail and delivered to the last

known business address; sent by facsimile to the last known phone number; or sent by email to the last known address. The date of the letter will serve as the beginning day of notice. Unclaimed mail or failure to provide current contact information will not be considered a failure to provide written notice.

Item 2L
Instructions to Bidders

1. INTRODUCTION

Instructions to the Contractor in these specifications are generally written in active voice, imperative mood. The subject of imperative sentences is understood to be "the Contractor." The Owner's responsibilities are generally written in passive voice, indicative mood. Phrases such as "as approved," "unless otherwise approved," "upon approval," "as directed," "as verified," "as ordered," and "as determined" refer to actions of the Engineer unless otherwise stated, and it is understood that the directions, orders, or instructions to which they relate are within the limitations of and authorized by the Contract.

2. ELIGIBILITY OF BIDDERS

Obtain a prequalification form from the Department's website. A Bidder can become prequalified by submitting a Confidential Questionnaire at the time of bid opening. Comply with all technical prequalification requirements in the proposal.

2.1. Confidential Questionnaire (CQ). Submit a CQ and an audited financial statement for approval. Once prequalified, a Bidder's eligibility is valid for a period of 1 yr. from the balance sheet statement date.

3. ISSUING PROPOSAL FORMS

The Owner will issue a proposal form to a prequalified Bidder if the Engineer's estimate is within that Bidder's available bidding capacity. Request a proposal form electronically from the Owner's website. A proposal form printed directly from the Owner's website is for informational purposes only and will not be accepted as an official proposal form. In the case of a joint venture (JV), all JV participants must be prequalified. An equally divided portion of the Engineer's estimate must be within each participant's available bidding capacity.

The Owner will not issue a proposal form if one or more of the following apply:

- the Bidder is suspended or debarred by the Commission or TxDOT,
- the Bidder has not fulfilled the requirements for prequalification,
- the Bidder does not have the available bidding capacity,
- the Bidder is prohibited from rebidding a specific proposal form due to a bid error on the original proposal form,
- the Bidder failed to enter into a Contract on the original award,
- the Bidder was defaulted or terminated on the original Contract, unless the Owner terminated in the best interest of the State or the public,
- the Bidder or a subsidiary or affiliate of the Bidder has received compensation from the Owner to participate in the preparation of the plans or specifications on which the bid or Contract is based,
- the Bidder is ineligible to bid on any proposed Contract in accordance with Article 7L.15., "Responsibility for Damage Claims,"
- the Bidder failed to attend a mandatory pre-bid conference,
- the Bidder or affiliate of the Bidder that was originally determined as the apparent low Bidder on a project but was deemed nonresponsive for failure to submit a DBE commitment as specified in Article 2L.14., "Disadvantaged Business Enterprise (DBE)," is prohibited from rebidding that specific project, or
- the Bidder or affiliate of the Bidder that was originally determined as the apparent low Bidder on a project but was deemed nonresponsive for failure to register or participate in the Department of

Homeland Security (DHS) E-Verify system as specified in Article 2.15., "Department of Homeland Security (DHS) E-Verify System," is prohibited from rebidding that specific project.

4. INTERPRETING ESTIMATED QUANTITIES

The quantities listed on the proposal form are approximate and will be used for the comparison of bids. Payments will be made for the work performed in accordance with the Contract.

5. EXAMINING DOCUMENTS AND WORK LOCATIONS

Examine the proposal form, plans, specifications, and specified work locations before submitting a bid for the work. Submitting a bid will be considered evidence that the Bidder has performed this examination. Borings, soil profiles, water elevations, and underground utilities shown on the plans were obtained for the Owner's use in the preparation of the plans. This information is provided for the Bidder's information only, and the Owner makes no representation as to the accuracy of the data. Be aware of the difficulty of accurately classifying all material encountered in making foundation investigations, the possible erosion of stream channels and banks after survey data have been obtained, and the unreliability of water elevations other than for the date recorded.

Oral explanations, instructions, or consideration for Contractor-proposed changes on the proposal form given during the bidding process are not binding. Only requirements included on the proposal form, associated specifications, plans, and Owner-issued addenda are binding. Request explanations of documents in adequate time to allow the Owner to reply before the bid opening.

Immediately notify the Owner of any error, omission, or ambiguity discovered in any part of the proposal form and Contract documents. The Owner will issue addenda when appropriate.

6. PREPARING THE BID

Prepare the bid on the proposal form furnished by the Owner. Informational proposal forms printed from the Owner's website will not be accepted.

Specify a unit price in dollars and cents for each regular item and additive alternate item, or replacement alternate item for which an estimated quantity is given.

When "Working Days" is an item, submit the number of working days to be used to complete the Contract or phases of the Contract shown on the plans.

The Owner will not accept an incomplete bid. A bid that has one or more of the deficiencies listed below is considered incomplete:

- certifications were not acknowledged,
- a regular item or the additive alternate item is left blank,
- a regular item and the corresponding replacement alternate item are left blank,
- the proposal form submitted had the incorrect number of items,
- the Bidder did not acknowledge all addenda

7. NONRESPONSIVE BID

The Owner will not accept a nonresponsive bid. A bid that has one or more of the deficiencies listed below is considered nonresponsive:

- the bid was not in the hands of the Letting Official at the time and location specified in the advertisement,

- a proposal form was submitted for the same project by a Bidder or Bidders and one or more of its partners or affiliates, the Bidder was not authorized to receive a proposal form under Article 2L.3., "Issuing Proposal Forms,"
- the Bidder failed to acknowledge receipt of all addenda issued,
- the proposal form was signed by a person who was not authorized to bind the Bidder or Bidders,
- the proposal guaranty did not comply with the requirements contained in this Item,
- the bid was in a form other than the official proposal form issued by the Owner,
- the Bidder modified the bid in a manner that altered the conditions or requirements for work as stated in the proposal form,
- the Bidder bid more than the maximum or less than the minimum number of allowable working days shown on the plans when working days was an item,
- a typed proposal form does not contain the information in the format shown on the "Example of Bid Prices Submitted by Computer Printout" on the proposal form,
- the Bidder did not meet the requirements of the technical qualification,
- the Bidder failed to submit a DBE commitment as specified in Article 2L.14., "Disadvantaged Business Enterprise (DBE)," or
- the Bidder failed to participate in the DHS E-Verify system as specified in Article 2L.15., "Department of Homeland Security (DHS) E-Verify System."
- The bidder is not prequalified by TxDOT

8. ELECTRONIC BID

The Bidder is responsible for taking the appropriate measures to submit a bid. These measures include, but are not limited to acquiring hardware, software, and Internet connectivity needed for submitting a bid via the Owner's bidding system.

8.1. Proposal Form. Use the electronic proposal form in the Owner's bidding system. When regular bid items have corresponding replacement alternate items, select the bid item or group of items to be used for the bid tabulation. Acknowledge all addenda listed in the Owner's bidding system.

The electronic proposal form does not contain the special provisions, special specifications, general notes, and other Contract documents. These documents are included by reference.

8.2. Proposal Guaranty. Provide a proposal guaranty in the amount indicated on the proposal form. Use an electronic bid bond. Guaranty checks or printed bid bonds will not be accepted.

For a JV, the bond must be in the name of all JV participants. Enter the bond authorization code into the Owner's bidding system.

It is the Bidder's responsibility to ensure the electronic bid bond is issued in the name or Owner vendor identification numbers of the Bidder or Bidders.

8.3. Submittal of Bid. Submit the bid to the vault using the Owner's bidding system.

8.4. Revising the Proposal Form. Make desired changes in the Owner's bidding system up until the time and date set for the opening of bids. The last bid submitted to the vault will be used for tabulation purposes.

8.5. Withdrawing a Bid. Submit an electronic or written request to withdraw a bid before the time and date set for the opening. The Owner will not accept oral requests. An electronic request must be made using the Owner's bidding system.

If a bidder is unable to withdraw an electronic bid using the Owner's bidding system, a written request may be submitted. A written request must be signed and submitted to the Letting Official conducting the letting,

with proof of identification. The request must be made by a person authorized to bind the Bidder or Bidders. In the case of a JV, the Owner will accept a request from any person authorized to bind a party to the JV. The Owner may require written delegation of authority to withdraw a bid when the individual sent to withdraw the bid is not authorized to bind the Bidder or Bidders.

9. PRINTED BID

9.1. Proposal Form. Mark all entries in ink. As an alternative to hand writing the unit prices on the proposal form, submit a typed proposal form. A typed proposal form must contain the information in the format shown on the "Example of Bid Prices Submitted by Computer Printout" on the proposal form.

When regular bid items have corresponding replacement alternate items, select the bid item or group of items to be used for the bid tabulation. Acknowledge all addenda by checking the appropriate box on the addendum acknowledgement page. Provide the complete and correct name of the Bidder submitting the bid. A person authorized to bind the Bidder must sign the proposal form. In the case of a JV, provide the complete and correct name of all Bidders submitting the bid. In the case of a JV, the person signing the proposal form must be authorized to bind all JV participants.

9.2. Proposal Guaranty. Provide a proposal guaranty in the amount indicated on the proposal form. Use either a guaranty check or a printed bid bond. An electronic bid bond may be used as the guaranty. Ensure the electronic bid bond meets the requirements of Section 2L.8.2., "Proposal Guaranty," and submit the electronic bid bond with the printed bid.

9.2.1. Guaranty Check. When used, make the check payable to the Owner. The check must be a cashier's check, money order, or teller's check drawn by or on a state or national bank, or a state or federally chartered credit union (collectively referred to as "bank"). The check must be dated on or before the date of the bid opening. Postdated checks will not be accepted. The type of check or money order must be indicated on the face of the instrument, except in the case of a teller's check, and the instrument must be no more than 90 days old. A check must be made payable at or through the institution issuing the instrument, be drawn by a bank and on a bank, or be payable at or through a bank. The Owner will not accept personal checks, certified checks, or other types of money orders.

9.2.2. Bid Bond. When a bond is used, use the bid bond form provided by the Owner. Submit the bid bond in the amount specified with the powers of attorney dated and attached. The bond must be dated on or before the date of the bid opening, bear the impressed seal of the Surety, and be signed by the Bidder or Bidders and an authorized individual of the Surety. As an alternative for JV Bidders, each Bidder may submit a separate bid bond completed as outlined in this Section. Bid bonds will only be accepted from Sureties authorized to execute a bond under and in accordance with state law.

9.3. Submittal of Bid. Place the completed proposal form and the proposal guaranty in a sealed envelope marked to indicate the contents.

When submitting by mail or delivery service, place the envelope in another sealed envelope and address as indicated in the official advertisement. It is the Bidder's responsibility to ensure that the sealed bid arrives at the location described on or before the time and date set for the bid opening. To be accepted, the bid must be in the hands of the Letting Official by that time of opening regardless of the method chosen for delivery.

9.4. Revising the Proposal Form. Make desired changes to the proposal form in ink, initial each change made, and submit the proposal to the Letting Official. Correction fluid or tape will be considered a change to the bid and requires the initials of the Bidder. The Owner will not revise a bid on behalf of a Bidder.

9.5. Withdrawing a Bid. Submit to the Letting Official conducting the letting a written request to withdraw a bid before the time and date set for the opening. The Owner will not accept oral requests. A written request must be signed and submitted to the Letting Official conducting the letting, with proof of identification. The request must be made by a person authorized to bind the Bidder or Bidders. In the case of a JV, the Owner will accept a request from any person authorized to bind a party to the JV. The Owner may require written

delegation of authority to withdraw a bid when the individual sent to withdraw the bid is not authorized to bind the Bidder or Bidders.

10. OPENING AND READING OF BIDS

At the time, date, and location specified in the official advertisement, the Letting Official will publicly open and read bids.

11. TABULATING BIDS

11.1. Official Total Bid Amount. The Owner will sum the products of the quantities and the unit prices bid on the proposal form to determine the official total bid amount, except as provided in Section 2L.11.5., "Consideration of Unit Prices." The official total bid amount is the basis for determining the apparent low Bidder. The total bid amounts will be compared and the results made public.

11.2. Consideration of Bid Format. When a Bidder submits both an electronic bid and a printed bid that are responsive, the unit bid prices in the electronic bid will be used to determine the total bid amount. If the electronic bid is incomplete or nonresponsive, the printed bid will be used in the tabulation of the total bid amount.

If a Bidder submits two or more printed bids, all responsive bids will be tabulated. The bid with the lowest tabulation will be used to determine the total bid amount.

11.3. Rounding of Unit Prices. The Owner will round off all unit bids involving fractional parts of a cent to the nearest one-tenth cent ($0.001) in determining the amount of the bid as well as computing the amount due for payment of each item under the Contract. For rounding purposes, entries that contain five-hundredths of a cent ($0.0005) or more will be rounded up to the next highest tenth of a cent, while entries that contain less than five-hundredths of a cent will be rounded down to the next lowest tenth of a cent and in accordance with Section 2L.11.5., "Consideration of Unit Prices." Bids less than one-tenth of a cent ($0.001) will be rounded to one-tenth of a cent ($0.001). When credit items are included (negative unit prices), rounding is performed on the absolute value.

11.4. Interpretation of Unit Prices. The Owner will make a documented determination of the unit bid price if a unit bid price is illegible or conflicting in the case of replacement alternate items. The Owner's determination will be final.

11.5. Consideration of Unit Prices. Unit bid price entries such as no dollars and no cents, zero dollars and zero cents, or numerical entries of less than $0.001 will be tabulated as one-tenth of a cent ($0.001). Proposals in which unit bid prices have been left blank are incomplete and nonresponsive.

11.5.1. Alternate Items. If a proposal has a regular and corresponding alternate item or group of items, the proposal will be considered complete if:

- the regular item or group of regular items has unit prices entered,
- the alternate item or group of alternate items has unit prices entered, or
- both regular item or group of regular items and alternate item or group of alternate items have unit prices entered. The Owner will use the price bid for the regular or the alternate item, or group of items, that will result in the lowest cost to the State.

The bid will be considered incomplete and nonresponsive if:

- a regular item or group of regular items is left blank, or
- a corresponding alternate item or group of alternate items is left blank.

11.5.2. Additive Alternate Items. The Owner will sum the products of the quantities and the unit prices bid for the regular items on the proposal form to determine the total bid amount for the base bid. The official total bid

amount will be determined by the summation of the base bid plus a predetermined order of additive alternate items, not to exceed the Owner's budgeted amount for the Contract. An estimate of the budgeted amount may be shown on the plans.

The Contract will identify the base bid work and additive alternate work to be performed. The Owner makes no guarantee that the additive alternate work will be required.

11.5.3. A + B Bidding. The official total bid amount will be determined by the summation of the Contract amount and the time element. The Owner will use the following formula to make the calculation:

A + B1 + B2 + BX + … + BT

The Contract amount, equal to A in the formula, is determined by the summation of the products of the approximate quantities shown in the proposal and the unit bid prices bid, and the time element, equal to B1, B2, BX (when phases are included as bid components), and BT (substantial completion of the project when included as a bid component), of the bid is determined by multiplying the number of working days bid to substantially complete the project, or phases, by the daily road-user cost (RUC) shown on the plans. When partial days are bid, they will be rounded up to the nearest whole day.

The formula above determines the low Bidder and establishes the Contract time or time for specific phases of the Contract.

11.5.4. Rubber Additives. For proposed Contracts without federal funds, if an alternate item for "Hot Asphalt-Rubber Surface Treatments" or "Hot-Mix Asphalt Concrete Pavement" that contains ground tire rubber is shown on the proposal form and the Bidder bids that alternate item, the amounts bid for "Hot Asphalt-Rubber" and "Aggregate" or "Hot-Mix Asphalt Concrete" will be reduced to 85% of the amounts actually bid. This reduction will only be used for the purposes of determining the lowest Bidder. To qualify, the ground tire rubber used must be produced from scrap tire ground in a facility in Texas. Payment for "Hot Asphalt-Rubber" and "Aggregate" or "Hot-Mix Asphalt Concrete" will be at the actual unit prices bid.

11.5.5. Home State Bidding Preference. For the purpose of determining the apparent low Bidder on proposed Contracts without federal funds, the Owner will select the option that results in the greatest bidding preference to the resident Bidder.

11.5.5.1. Reverse Application of Non-Resident Bidder's Home State Bidding Preference. The total bid amount will be based upon the reverse application of the non-resident Bidder's home state bidding preference, if any. This will also apply to another state's preference for a Bidder that offers materials grown, produced, processed, or manufactured in that state.

Any reverse application of the home state bidding preference will be the greater of the following:

- the amount by which a resident Bidder would be required to underbid the non-resident Bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located; or
- the amount by which a resident Bidder would be required to underbid the non-resident Bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the Contract will be performed.

11.5.5.2. Texas Home State Bidding Preference. A Bidder will be considered the apparent low Bidder if the Bidder's home office is located in this state and their bid does not exceed an amount equal to 105% of the apparent low bid received from a Bidder whose home office is not located in this state. This will not apply to a Bidder from a bordering state whose state does not give a preference to a Bidder in a manner similar to this Section.

12. CONSIDERATION OF BID ERRORS

The Owner will consider a claim of a bid error by the apparent low Bidder if the following requirements have been met:

- a written notification is submitted to the Owner within 5 business days after the date the bid is opened and
- the submittal identifies the items of work involved and includes bidding documentation. The Owner may request clarification of submitted documentation.

The Owner will evaluate the claim of a bid error by the apparent low Bidder by considering the following:

- the bid error relates to a material item of work,
- the bid error amount is a significant portion of the total bid,
- the bid error occurred despite the exercise of ordinary care, and
- the delay of the proposed work will not impact cost and safety to the public.

Acceptance of the bid error claim by the Owner will result in the rejection of all bids. The erring Contractor will not be allowed to bid the project when it is re-let. Rejection of bids due to the Contractor's bid error may result in the application of remedial actions by the Owner.

13. TIE BIDS

If the official total bid amount for two or more Bidders is equal and those bids are the lowest submitted, each tie Bidder will be given an opportunity to withdraw their bid. If two or more tie Bidders do not withdraw their bids, the low Bidder will be determined by a coin toss or a series of coin tosses when there are more than two Bidders. If all tie Bidders request to withdraw their bids, no withdrawals will be allowed and the low Bidder will be determined by a coin toss or a series of coin tosses when there are more than two Bidders. The Letting Official will preside over the proceedings.

14. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The apparent low bidder must submit DBE commitment information on federally funded projects with DBE goals within 5 calendar days (as defined in 49 CFR Part 26, Subpart A) of bid opening. For a submission that meets the 5-day requirement, administrative corrections will be allowed.

If the apparent low Bidder fails to submit their DBE information within the specified timeframe, they will be deemed nonresponsive. The Bidder forfeiting the proposal guaranty will not be considered in future proposals for the same work unless there has been a substantial change in the design of the work. The Owner may recommend that the Commission:

- reject all bids, or
- award the Contract to the new apparent low Bidder, if the new apparent low Bidder has already submitted DBE information to the Owner.

If the new apparent low Bidder did not submit the required DBE information:

- the new apparent low Bidder will not be deemed nonresponsive,
- the new apparent low Bidder's guaranty will not be forfeited,
- the Owner will reject all bids,
- the new apparent low Bidder will remain eligible to receive future proposals for the same project, and
- the proposal guaranty of the original apparent low bidder will become the property of the Owner, not as a penalty, but as liquidated damages.

15. DEPARTMENT OF HOMELAND SECURITY (DHS) E-VERIFY SYSTEM

The Owner will not award a Contract to a Contractor that is not registered in the DHS E-Verify system. Remain active in E-Verify throughout the life of the Contract. In addition, in accordance with Article 8L.2., "Subcontracting," sixth paragraph, include this requirement in all subcontracts and require that subcontractors remain active in E-Verify until their work is completed.

If the apparent low Bidder does not appear in the DHS E-Verify system before award, the Contractor must submit documentation showing that they are compliant within 5 calendar days after bid opening. A Contractor that fails to comply or respond within the deadline will be declared nonresponsive. The Bidder forfeiting the proposal guaranty will not be considered in future proposals for the same work unless there has been a substantial change in the scope of the work.

The Owner may recommend to:

- reject all bids or
- award the Contract to the new apparent low Bidder, if the Owner is able to verify the Bidder's participation in the DHS E-Verify system.

If the Owner is unable to verify the new apparent low Bidder's participation in the DHS E-Verify system:

- the new apparent low Bidder will not be deemed nonresponsive,
- the new apparent low Bidder's guaranty will not be forfeited,
- the Owner will reject all bids,
- the new apparent low Bidder will remain eligible to receive future proposals for the same project, and
- the proposal guaranty of the original low bidder will become the property of the Owner, not as a penalty, but as liquidated damages.

Item 3L
Award and Execution of Contract

1. AWARD OF CONTRACT

The Owner or original award authority will award, reject, or defer the Contract within 90 days after the opening of the proposal. The Owner reserves the right to reject any or all proposals and to waive technicalities in the best interest of the Owner.

1.1. Award. The Owner or original award authority will award the Contract to the low Bidder as determined in accordance with Article 2L.11., "Tabulating Bids." The Owner may award a Contract to the second lowest Bidder when the following requirements have been met:

- the low Bidder withdraws their bid or fails to enter into Contract,
- the Owner recommends in writing the award of the Contract to the second lowest Bidder, and
- the Owner's governing body agrees with the Owner recommendation for award to the second lowest Bidder.

1.2. Rejection. The Owner or original award authority will reject the Contract if:

- collusion may have existed among the Bidders. Collusion participants will not be allowed to bid future proposals for the same Contract,
- the low bid is mathematically and materially unbalanced. The Bidder will not be allowed to bid future proposals for the same Contract,
- the lowest bid is higher than the Owner's estimate, and re-advertising for bids may result in a lower bid,
- the low bid contains a bid error that satisfies the requirements and criteria in Article 2L.12., "Consideration of Bid Errors," or
- rejection of the Contract is in the best interest of the Owner.

1.3. Deferral. The Owner may defer the award or rejection of the Contract when deferral is in the best interest of the Owner.

2. RESCINDING OF AWARD

The Owner or original award authority reserves the right to cancel the award of any Contract before Contract execution with no compensation due when the cancellation is in the best interest of the Owner. The Owner will return the proposal guaranty to the Contractor.

3. DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND SMALL BUSINESS ENTERPRISE (SBE)

Submit all DBE and SBE information in the timeframe specified when required by the proposal.

4. EXECUTION OF CONTRACT

Provide the following within 15 days after written notification of award of the Contract.

4.1. Contract. Execute the Contract as prescribed by the Owner.

4.2. Bonds. Execute and date the performance and payment bond in the full amount of the Contract with the powers of attorney. Provide bonds in accordance with Table 1. Furnish the payment and performance bonds

as a guaranty for the protection of the claimants and the Owner for labor and materials and the faithful performance of the work.

Table 1
Bonding Requirements

Contract Amount	Required Bonds
Less than $25,000	Performance and payment
$25,000–$100,000	Performance and payment
More than $100,000	Performance and payment

4.3. Insurance. For construction and building Contracts, submit a certificate of insurance showing coverages in accordance with the Contract requirements.

Insurances must cover the work for the duration of the Contract and must remain in effect until final acceptance. Provide project-specific insurance, not listed in Table 2, until acceptance of the work covered by the project-specific insurance or as approved by the Engineer. Failure to obtain and maintain insurance for the contracted work may result in suspension of work or default of the Contract. If the insurance expires and coverage lapses for any reason, stop all work until the Owner receives an acceptable certificate of insurance.

Provide the Owner with a certificate of insurance verifying the types and amounts of coverage shown in Table 2. The certificate of insurance must be in a form approved by the Texas Department of Insurance. Certificates of insurance for commercial general liability, auto liability, and workers' compensation must include the Contractor's prequalified name in the "Insured" field. Any certificate of insurance provided must be available for public inspection.

Table 2
Insurance Requirements

Type of Insurance	Amount of Coverage
Commercial General Liability Insurance	Not less than: $2,000,000 each occurrence $4,000,000 Aggregate
Business Automobile Policy	Not less than: $1,000,000 combined single limit
Workers' Compensation	Not less than: Texas Statutory
Employer's Liability	Not less than: $500,000 injury – each accident $500,000 disease – each employee $500,000 disease – policy limit
Professional Liability	Not less than: $1,000,000 each occurrence
Builder's Risk	Not less than: 100% Value
Cyber Liability	Not less than: $1,000,000 each occurrence
Payment Bonds	Not less than: In accordance with Chapter 2253 of the Texas Government Code

By signing the Contract, the Contractor certifies compliance with all applicable laws, rules, and regulations pertaining to workers' compensation insurance. This certification includes all subcontractors. Pay all deductibles stated in the policy. Subcontractors must meet the requirements shown in Table 2, either through their own coverage or through the Contractor's coverage.

The workers' compensation policy must include a waiver of subrogation endorsement in favor of the Owner.

For building-facilities contracts, provide all risk builder's risk insurance to protect the Owner against loss by storm, fire, or extended coverage perils on work and materials intended for use on the project, including the adjacent structure. Name the Owner under the Lost Payable clause.

For contracts with railroad requirements, see project-specific details for additional insurance requirements.

Provide a substitute Surety on the Contract bonds in the original full Contract amount within 15 days of notification if the Surety is declared bankrupt or insolvent, the Surety's underwriting limitation drops below the Contract amount or the Surety's right to do business is terminated by the Owner. The substitute Surety must be authorized by the laws of the Owner and acceptable to the Owner. Work will be suspended until a substitute Surety is provided. Working day charges will be suspended for 15 days or until an acceptable Surety is provided, whichever is sooner.

The work performed under this Section will not be measured or paid for directly, but will be subsidiary to pertinent Items.

4.4. Business Ownership Information. Submit the names and Social Security numbers of all individuals owning 25% or more of the firm, or firms in the case of a joint venture, on the Owner's form.

4.5. Railroad Documents. Provide all required documents for satisfaction of railroad requirements for projects that have work involving railroad right of way. Comply with the requirements of Article 5L.8., "Cooperation with Railroads."

5. FAILURE TO ENTER CONTRACT

If the Contractor fails to comply with all the requirements in Article 3L.4., "Execution of Contract," the proposal guaranty will become the property of the Owner, not as a penalty, but as liquidated damages. The Contractor forfeiting the proposal guaranty will not be considered in future proposals for the same work unless there has been a substantial change in design of the work.

6. APPROVAL AND EXECUTION OF CONTRACT

The Contract will be approved and signed under authority of the Owner.

7. RETURN OF PROPOSAL GUARANTY

The proposal guaranty check of the low Bidder will be retained until after the Contract has been rejected or awarded and executed. Bid bonds will not be returned.

8. BEGINNING OF WORK

Do not begin work until authorized in writing by the Owner.

Verify all quantities of materials shown on the plans before ordering.

9. ASSIGNMENT OF CONTRACT

Do not assign, sell, transfer, or otherwise dispose of the Contract or any portion of the rights, title, or interest (including claims) without the approval of the Owner or original award authority. The Owner must deem any proposed assignment justified and legally acceptable before the assignment can take place.

10. EXCLUDED PARTIES

The Contractor certifies by signing the Contract that the Contractor will not enter into any subcontract with a subcontractor that is debarred or suspended by the Owner or any federal agency.

Item 4L
Scope of Work

1. CONTRACT INTENT

The intent of the Contract is to describe the completed work to be performed. Furnish materials, supplies, tools, equipment, labor, and other incidentals necessary for the proper prosecution and completion of the work in accordance with Contract documents.

2. PRECONSTRUCTION CONFERENCE

Before starting work, schedule and attend a preconstruction conference with the Engineer. Failure to schedule and attend a preconstruction conference is not grounds for delaying the beginning of working day charges. The preconstruction conference may be scheduled with the safety preconstruction meeting described in Section 7L 2.2., "Safety Preconstruction Meeting" and the railroad coordination meeting described in Article 5L 8., "Cooperation with Railroads." Work with the Engineer to resolve or escalate all issues. Execute the project pledge and establish an issue escalation ladder.

2.1. Project Pledge. Contractor representatives at the level of foreman and above will certify in writing they will approach the construction of this project in a manner consistent with delivering a high-quality project in a safe, cost-effective, and timely manner, and they will be committed to not allowing personality conflicts or personal interests to interfere with providing the public with a quality project. Failure to uphold this commitment may result in grounds for removal from the project.

2.2. Issue Resolution Process. An issue is any aspect of the Contract where parties of the Contract do not agree. The individuals identified at the lowest level of the issue escalation ladder will initiate the issue resolution process by escalating any issue that remains unresolved within the timeframe outlined in the issue escalation ladder.

Work with the Engineer to resolve all issues during the course of the Contract. Refer to Article 4L 7., "Dispute or Claims Procedure," for all unresolved issues.

3. PARTNERING – NOT APPLICABLE

The intent of this Article is to promote an environment of trust, mutual respect, integrity, and fair dealing between the Owner and the Contractor.

Informal partnering does not make use of a facilitator and is led by the Engineer in charge of the work and the Contractor's counterpart, while formal partnering uses the services of a facilitator (internal or external).

3.1. Procedures for Partnering Meetings and Format. Informal partnering is required, unless formal partnering is mutually agreed upon instead of the informal partnering.

3.2. Facilitators. The facilitator is to act as a neutral party seeking to initiate cooperative working relationships. This individual must have the technical knowledge and ability to lead and guide discussions. Choose either an internal or external facilitator. The facilitator must be acceptable to the Engineer.

3.2.1. Internal Facilitators. An Owner or Contractor staff member may be selected as the facilitator at no additional cost to either party.

3.2.2. External Facilitators. A private firm or individual that is independent of the Contractor and the Owner may be selected as the facilitator. Submit the facilitator's name and estimated fees for approval before contracting with the facilitator.

3.3. Meetings and Arrangements. Coordinate with the Engineer for meeting dates and times, locations including third party facilities, and other needs and appurtenances including but not limited to audio or visual equipment. Make all meeting arrangements for formal partnering. Use Owner facilities or facilities in the vicinity of the project if available. Submit the estimated meeting costs for approval before finalizing arrangements.

Coordinate facilitator discussions before the partnering meeting to allow the facilitator time to prepare an appropriate agenda. Prepare a list of attendees with job titles and include critical Contractor, subcontractor, and supplier staff on the list. Provide the facilitator with the list of attendees and invite the attendees listed.

The Owner will invite and provide a list of attendees that includes, but is not limited to Owner, TxDOT, other local governments, law enforcement, railroad, and utility representatives.

Participate in additional partnering meetings as mutually agreed upon.

3.4. Payment. Expenses for labor, Contractor equipment, or overhead will not be allowed. Markups as prescribed in Article 9L 7., "Payment for Extra Work and Force Account Method," will not be allowed.

Informal partnering will be conducted with each party responsible for their own costs.

For formal partnering using internal facilitators, the Contractor will be responsible for arrangements and for expenses incurred by their internal facilitator, including but not limited to meals, travel, and lodging. Owner facilitators may be used at no additional cost.

For formal partnering using external facilitators, submit an invoice to the Engineer for reimbursement. The Owner will reimburse the Contractor for half of the eligible expenses as approved. For external facilitators not approved by the Owner but used at the Contractor's option, the Contractor will be responsible for all costs of the external facilitator.

For meeting facilities and appurtenances, submit an invoice to the Engineer for reimbursement. The Owner will reimburse the Contractor for half of the eligible expenses as approved.

4. CHANGES IN THE WORK

The Engineer reserves the right to make changes in the work, including addition, reduction, or elimination of quantities and alterations needed to complete the Contract. Perform the work as altered. These changes will not invalidate the Contract nor release the Surety. The Contractor is responsible for notifying the sureties of any changes to the Contract.

If the changes in quantities or the alterations do not significantly change the character of the work under the Contract, the altered work will be paid for at the Contract unit price. If the changes in quantities or the alterations significantly change the character of the work, the Contract will be amended by a change order. If no unit prices exist, this will be considered extra work and the Contract will be amended by a change order. Provide cost justification as requested, in an acceptable format.

Payment will not be made for anticipated profits on work that is eliminated.

Agree on the scope of work and the basis of payment for the change order before beginning the work. If there is no agreement, the Engineer may order the work to proceed under Article 9L 7., "Payment for Extra Work and Force Account Method," or by making an interim adjustment to the Contract. In the case of an adjustment, the Engineer will consider modifying the compensation after the work is performed.

A significant change in the character of the work occurs when:

- the character of the work for any item as altered differs materially in kind or nature from that in the Contract, or
- a major item of work varies by more than 25% from the original Contract quantity,

When the quantity of work to be done under any major item of the Contract is more than 125% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price on the portion of the work that is above 125%.

When the quantity of work to be done under any major item of the Contract is less than 75% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price.

If the changes require additional working days to complete the Contract, Contract working days will be adjusted in accordance with Item 8L, "Prosecution and Progress."

5. DIFFERING SITE CONDITIONS

During the progress of the work, differing subsurface or latent physical conditions may be encountered at the site. The two types of differing site conditions are defined as:

- those that differ materially from those indicated in the Contract, and
- unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract.

Notify the Engineer in writing when differing site conditions are encountered. The Engineer will notify the Contractor in writing when the Owner discovers differing site conditions. Unless directed otherwise, suspend work on the affected items and leave the site undisturbed. The Engineer will investigate the conditions and determine whether differing site conditions exist. The Engineer will provide written notification of the determination whether or not an adjustment of the Contract is warranted. If the differing site conditions cause an increase or decrease in the cost or number of working days specified for the performance of the Contract, the Engineer will make adjustments, excluding the loss of anticipated profits, in accordance with the Contract. Additional compensation will be made only if the required written notice has been provided by either the Contractor or the Engineer.

6. REQUESTS FOR ADDITIONAL COMPENSATION AND DAMAGES

Notify the Engineer in writing of any intent to request additional compensation once there is knowledge of the basis for the request. An assessment of damages is not required to be part of this notice but is desirable. The intent of the written notice requirement is to provide the Engineer an opportunity to evaluate the request and to keep an accurate account of the actual costs that may arise. Minimize impacts and costs.

If written notice is not given, the Contractor waives the right to additional compensation unless the circumstances could have reasonably prevented the Contractor from knowing the cost impact before performing the work. Notice of the request and the documentation of the costs will not be construed as proof or substantiation of the validity of the request. Submit the request in enough detail to enable the Engineer to determine the basis for entitlement, adjustment in the number of working days specified in the Contract, and compensation.

Compensable damages occur when impacts that are the responsibility of the Owner result in additional costs to the Contractor that could not have been reasonably anticipated at the time of letting. Costs of performing additional work are not considered damages. Notify the Engineer in writing as soon as possible for Contractor damages. The intent is to reimburse the Contractor for actual expenses arising from a compensable impact. No profit or markups, other than labor burden, will be allowed. For damages, labor burden will be reimbursed at 35% unless the Contractor can justify higher actual cost. Justification for a higher percentage must be in conformance with the methodology provided by the Owner, submitted

separately for project overhead labor and direct labor, and determined and submitted by a Certified Public Accountant (CPA). Submit CPA-prepared labor burden rates directly to the Owner for approval.

The Owner will not consider fees and interest on requests for additional compensation and damages. Fees include, but are not limited to preparation, attorney, printing, shipping, and various other fees.

If the Contractor requests compensation for damages and the damages are determined to be compensable, then standby equipment costs and project overhead compensation will be based on the duration of the compensable damage and will be limited as follows.

6.1. Standby Equipment Costs. Payment will be made in accordance with Section 9L 7.1.4.3., "Standby Equipment Costs."

6.2. Project Overhead. Project overhead is defined as the administrative and supervisory expenses incurred at the work locations. When delay to project completion occurs, reimbursement for project overhead for the Contractor will be made using the following options at the Contractor's discretion:

- reimbursed at 6% (computed as daily cost by dividing 6% of the original Contract amount by the number of original Contract work days), or
- actual documented costs for the impacted period.

Project overhead for delays impacting subcontractors will be determined from actual documented costs submitted by the Contractor.

Time extensions and suspensions alone will not be justification for reimbursement for project overhead.

6.3. Home Office Overhead. The Owner will not compensate the Contractor for home office overhead.

7. DISPUTE OR CLAIMS PROCEDURE

The dispute resolution policy promotes a cooperative attitude between the Engineer, Contractor, and Contractor's subcontractors working through the Contractor. Emphasis is placed on resolving issues while they are still current, at the Owner's office, and in an informal manner. Open sharing of information is encouraged by all parties involved so the information provided completely and accurately reflects the issues and facts. If information is not shared, decisions may be limited to relying on the documentation that is available for review.

The Owner's goal is to have a dispute settled by the Engineer before elevating it as a claim to the Owner.

If a dispute cannot be resolved, initiate the Contract claim procedure by submitting a claim to the Owner.

The Contractor, or subcontractor through the Contractor, will file a Contract claim request and a detailed report that provides the basis for the claim. The detailed report will include relevant facts of the claim, cost or other data supporting the claim, a description of any additional compensation requested, and documents supporting the claim.

The claim must include the following certification: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Owner is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

File a claim after completion of the Contract or when required for orderly performance of the Contract. For a claim resulting from enforcement of a warranty period, file the claim no later than 1 yr. after expiration of the warranty period. For all other claims, file the claim no later than 1 yr. after the date the Owner issues notice to the Contractor that they are in default, the date the Owner terminates the Contract, or the date of final acceptance of the Contract. It is the Contractor's responsibility to submit requests in a timely manner.

Item 5L
Control of the Work

1. AUTHORITY OF ENGINEER

The Engineer has the authority to observe, test, inspect, approve, and accept the work (either in writing or orally). The Engineer decides all questions about the quality and acceptability of materials, work performed, work progress, Contract interpretations, applicability of standard details, and acceptable Contract fulfillment. The Engineer has the authority to enforce and make effective these decisions.

- Unless noted elsewhere in the Contract or by the Engineer, payment for Contractor work is in accordance with the Contract requirements at that time. This payment does not eliminate the Contractor's responsibilities for the work as defined in Article 7L.17., "Contractor's Responsibility for Work," or Article 5L.12., "Final Acceptance."
- The Engineer acts as a referee in all questions arising under the terms of the Contract.
- The Engineer's decisions are final and binding.

The Engineer will pursue and document actions against the Contractor as warranted to address Contract performance issues. Contract remedies include, but are not limited to, the following:

- requiring the Contractor to remove and replace defective work, or reducing payment for defective work,
- removing an individual from the project,
- suspending the work without suspending working day charges,
- assessing standard liquidated damages to recover the Owner's administrative costs, including additional project-specific liquidated damages when specified in the Contract withholding estimates, and
- declaring the Contractor to be in default of the Contract

The Engineer will consider and document any events outside the Contractor's control that contributed to the failure to meet performance standards, including consideration of sufficient time.

2. PLANS AND WORKING DRAWINGS

When required, provide working drawings to supplement the plans with all necessary details not included on the Contract plans. Prepare and furnish working drawings in a timely manner and obtain approval, if required, before the beginning of the associated work. For all working drawing submittal requirements, the Engineer may allow electronic and other alternative submission procedures. Have a licensed professional engineer sign, seal, and date the working drawings as shown in Table 1.

Prepare working drawings using United States standard measures in the English language. The routing of submittals for review and approval will be established at the preconstruction conference. The Contractor is responsible for the accuracy, coordination, and conformity of the various components and details of the working drawings. Owner approval of the Contractor's working drawings will not relieve the Contractor of any responsibility under the Contract. The work performed in accordance with this Article will not be measured or paid for directly, but will be subsidiary to pertinent Items.

Table 1
Signature and Approval Requirements for Working Drawings

Working Drawings For		Requires Licensed Professional Engineer's Signature, Seal, and Date	Requires Owner Approval
1. Alternate or optional designs submitted by Contractor		Yes	Yes
2. Supplementary shop and fabrication drawings for structural Items		No unless required on the plans	See applicable Item
3. Contractor-proposed temporary facilities that affect the public safety, not included on the plans		Yes	Yes
4. Form and falsework details	Bridges, retaining walls, and other major structures	Yes unless otherwise shown on the plans	No[1]
	Minor structures	No unless otherwise shown on the plans	No
5. Erection drawings		Yes	No[1,2]
6. Contractor-proposed major modifications to traffic control plan		Yes	Yes

1. The Engineer may require that the Contractor have a licensed professional engineer certify that the temporary works are constructed according to the sealed drawings.
2. Approval is required for items spanning over live traffic or where safety of the traveling public is affected, as determined by the Engineer.

Submit shop drawings electronically for the fabrication of structural items in accordance with the Owner's procedures and as directed for other items required by the Contract. References to 11 × 17-in. sheets in individual specifications for structural items imply electronic computer-aided design sheets.

3. CONFORMITY WITH PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

Furnish materials and perform work in reasonably close conformity with the lines, grades, cross-sections, dimensions, details, gradations, physical and chemical characteristics of materials, and other requirements shown in the Contract. Reasonably close conformity limits are defined in the respective Items of the Contract or, if not defined, as determined by the Engineer. Obtain approval before deviating from the plans and approved working drawings. Do not perform work beyond the lines and grades shown on the plans or any extra work without the Engineer's authority. Work performed beyond the lines and grades shown on the plans or any extra work performed without authority is considered unauthorized and excluded from pay consideration. The Owner will not pay for material rejected due to improper fabrication, excess quantity, or any other reasons within the Contractor's control.

3.1. Acceptance of Defective or Unauthorized Work. When work fails to meet Contract requirements, but is adequate to serve the design purpose, the Engineer will decide the extent to which the work will be accepted and remain in place. The Engineer will document the basis of acceptance by letter and may adjust the Contract price.

3.2. Correction of Defective or Unauthorized Work. When work fails to meet Contract requirements and is inadequate to serve the design purpose, it will be considered defective. Correct, or remove and replace, the work at the Contractor's expense, as directed.

The Owner has the authority to correct or to remove and replace defective or unauthorized work. The cost may be deducted from any money due or to become due to the Contractor.

4. COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

The specifications, accompanying plans, special provisions, change orders, and supplemental agreements are intended to work together and be interpreted as a whole.

Numerical dimensions govern over scaled dimensions. Special provisions govern over plans (including general notes), which govern over standard specifications and special specifications. Job-specific plan sheets govern over standard plan sheets.

However, in the case of conflict between plans (including general notes) and specifications regarding responsibilities for hazardous materials and traffic control in Items 1L–10L, "Local Government General Requirements and Covenants," and Item 502, "Barricades, Signs, and Traffic Handling," special provisions govern over standard specifications and special specifications, which govern over the plans.

Notify the Engineer promptly of any omissions, errors, or discrepancies upon discovery so necessary corrections and interpretations can be made. Failure to promptly notify the Engineer of discovered omissions, errors, or discrepancies will constitute a waiver of all Contract claims against the Owner for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies.

5. COOPERATION OF CONTRACTOR

Cooperate with the Engineer. Respond promptly to instructions from the Engineer. Provide all information necessary for the successful completion of the Contract.

Designate in writing a competent, English-speaking Superintendent employed by the Contractor. The Superintendent must be experienced in the work being performed and capable of reading and understanding the Contract. Ensure the Superintendent is available at all times and able to receive instructions from the Engineer or authorized Owner representatives and to act for the Contractor. The Engineer may suspend work without suspending working day charges if a Superintendent is not available or does not meet the above criteria.

At the written request of the Engineer, immediately remove from the project any employee or representative of the Contractor or a subcontractor who, in the opinion of the Engineer, does not perform work in a proper and skillful manner or who is disrespectful, intemperate, disorderly, uncooperative, or otherwise objectionable. Do not reinstate these individuals without the written consent of the Engineer.

Furnish suitable machinery, equipment, and construction forces for the proper prosecution of the work.

Provide adequate lighting to address quality requirements and inspection of nighttime work.

6. COOPERATING WITH UTILITIES

Use established safety practices when working near utilities. Consult with the appropriate utilities before beginning work. Notify the Engineer immediately of utility conflicts. The Engineer will decide whether to adjust utilities or adjust the work to eliminate or lessen the conflict. Unless otherwise shown on the plans, the Engineer will make necessary arrangements with the utility owner when utility adjustments are required.

Use work procedures that protect utilities or appurtenances that remain in place during construction. Cooperate with utility companies to remove and rearrange utilities to avoid service interruption or duplicate work by the utility companies. Allow utilities access to the right of way.

Immediately notify the appropriate utility of service interruptions resulting from damage due to construction activities. Cooperate with utilities until service is restored. Maintain access to fire hydrants when necessary.

7. COOPERATION BETWEEN CONTRACTORS

Cooperate and coordinate with other Contractors working within the limits or adjacent to the limits.

8. COOPERATION WITH RAILROADS

Plan and prosecute portions of the work involving a railway to avoid interference with or hindrance to the railroad company.

If the work is on railroad right of way, do not interfere with the operation of the railroad company's trains or other property.

8.1. Railroad Coordination Meeting. When shown on the plans or directed by the Engineer, schedule and attend a railroad coordination meeting with the Engineer before beginning work or as agreed upon (may be a part of the preconstruction conference described in Article 4L.2., "Preconstruction Conference"). Prepare a list of attendees and invite personnel, including, but not limited to Owner, Contractor, subcontractor, and railroad representatives.

Provide the invitation to the railroad representatives at least 21 calendar days before the railroad coordination meeting.

8.2. Project-Specific Information. Refer to project-specific plan sheets in the Contract for specific information concerning the work to be completed by the Contractor and the railroad within railroad right of way; railroad right of way locations impacted by construction; percentage of Contract work at each location; train movements at each location; and requirements for railroad insurance, flagging, and Right of Entry (ROE) Agreements.

8.3. Right of Entry Agreement by the Owner. When shown on the plans, the process for obtaining a fully executed ROE Agreement is as follows.

- The Owner will send the unexecuted ROE Agreement to the Contractor with the unexecuted Contract.
- Partially execute the ROE Agreement and return it to the Owner with the partially executed Contract and required insurance.
- The Owner will coordinate with the railroad company regarding the further execution of the ROE Agreement and associated fees. The Owner will pay any ROE Agreement fees directly to the railroad company.
- Once the Owner has received the fully executed ROE Agreement from the railroad company, the Owner will forward the fully executed ROE Agreement to the Contractor.

8.4. Right of Entry Agreement by the Contractor. When shown on the plans, contact the railroad company to obtain the ROE Agreement before beginning work on the Contract.

Provide the required insurance to the Owner before beginning work on the Contract.

Execute the ROE Agreement and pay any associated fees to the railroad company. Provide a copy of the fully executed ROE Agreement to the Owner.

9. CONSTRUCTION SURVEYING

Use Method C unless otherwise specified in the Contract. Upon request, the Engineer will allow the Contractor to copy available earthwork cross-sections, computer printouts or data files, and other information necessary to establish and control work. Preserve all control points, stakes, marks, and right of way markers. Assume cost and responsibility of replacing disturbed control points, stakes, marks, and right of way markers damaged by the Contractor's or its subcontractor's operations. If the Owner repairs disturbed control points, stakes, marks, or right of way markers, the cost of repair may be deducted from money due or to become

due to the Contractor. Replace right of way markers under the direction of an RPLS. This work performed under this Article will not be measured or paid for directly, but will be subsidiary to pertinent Items.

The Engineer reserves the right to make measurements and surveys to determine the accuracy of the work and determine pay quantities. The Engineer's measurements and surveys do not relieve the Contractor's responsibility for accuracy of work. Allow the Engineer adequate time to verify the surveying.

9.1. Method A. The Engineer will set control points for establishing lines, slopes, grades, and centerlines and for providing both vertical and horizontal control.

At minimum, provide a controlling pair of monument points at both the beginning and end of construction project for projects less than 2 mi. in length. For projects greater than 2 mi. in length, monuments will be set in pairs at a minimum of 2 mi. based on the overall length of the project. Use these control points as reference to perform the work.

Furnish materials, equipment, and qualified workforce necessary for the construction survey work. Place construction points, stakes, and marks at intervals sufficient to control work to established tolerances. Place construction stakes at intervals of no more than 100 ft., or as directed. Place stakes and marks so as not to interfere with normal maintenance operations.

9.2. Method B. The Engineer will set adequate control points, stakes, stationing, and marks to establish lines, slopes, grades, and centerlines. Furnish additional work, stakes, materials, and templates necessary for marking and maintaining points and lines.

9.3. Method C. Set adequate control points, stakes, and marks to establish lines, slopes, grades, and centerlines. Place construction points, stakes, and marks at intervals sufficient to control work to established tolerances. Place construction stakes at intervals of no more than 100 ft., or as directed. Place stakes and marks so as not to interfere with normal maintenance operations.

10. INSPECTION

Inspectors are authorized representatives of the Engineer. Inspectors are authorized to examine all work performed and materials furnished, including preparation, fabrication, and material manufacture. Inspectors inform the Contractor of failures to meet Contract requirements. Inspectors may reject work or materials and may suspend work until any issues can be referred to and decided by the Engineer. The Engineer may authorize Inspectors to adjust the traffic control. Inspectors cannot alter, add, or waive Contract provisions, issue instructions contrary to the Contract, act as foremen for the Contractor, or interfere with the management of the work. Inspection or lack of inspection will not relieve the Contractor from obligation to provide materials or perform the work in accordance with the Contract.

Provide safe access to all parts of the work and provide information and assistance to the Engineer to allow a complete and detailed inspection. Give the Engineer sufficient notice to inspect the work. Work performed without suitable inspection, as determined by the Engineer, may be ordered removed and replaced at Contractor's expense. Remove or uncover portions of finished work as directed. Once inspected, restore work to Contract requirements. If the uncovered work is acceptable, the costs to uncover, remove, and replace or make good the parts removed will be paid for in accordance with Article 4L.4., "Changes in the Work." If the work is unacceptable, assume all costs associated with repair or replacement, including the costs to uncover, remove, and replace or make good the parts removed.

When a government entity, utility, railroad company, or other entity accepts or pays a portion of the Contract, that organization's representatives may inspect the work but cannot direct the Contractor. The right of inspection does not make that entity a party to the Contract and does not interfere with the rights of the parties to the Contract.

11. FINAL CLEANUP

Upon completion of the work, remove construction project litter, debris, objectionable material, temporary structures, excess materials, and equipment from the work locations. Clean and restore property damaged by the Contractor's operations during the prosecution of the work. Leave the work locations in a neat and presentable condition.

Remove from the right of way cofferdams, construction buildings, material and fabrication plants, temporary structures, excess materials, and debris resulting from construction. Where work is in a stream, remove debris to the ground line of the bed of the stream. Leave stream channels and rights of way in a neat and presentable condition. Clean structures to the flow line or the elevation of the outfall channel, whichever is higher. Dispose of all excess material in accordance with federal, state, and local regulations.

The work performed under this Article will not be paid for directly, but will be subsidiary to Items of the Contract.

12. FINAL ACCEPTANCE

12.1. Routine Maintenance Contracts. Not applicable to Locally Let projects.

12.2. Construction Contracts. Final acceptance is made when all work is complete and the Engineer, in writing, accepts all work for the work locations in the Contract. Final acceptance relieves the Contractor from further Contract responsibilities.

12.2.1. Work Completed. Work completed must include work for vegetative establishment and maintenance, test and performance periods, and work to meet the requirements of Article 5L.11., "Final Cleanup."

12.2.2. Final Inspection. After all work is complete, the Engineer in charge of the work will request a final inspection by the Engineer authorized to accept the work.

The final inspection will be made as soon as possible and not later than 10 calendar days after the request. No working day charges will be made between the date of request and final inspection.

After the final inspection, if the work is satisfactory, the Engineer will notify the Contractor in writing of the final acceptance of the work. If the final inspection finds any work to be unsatisfactory, the Engineer will identify in writing all deficiencies in the work requiring correction. Correct the deficiencies identified. Working day charges will resume if these deficiencies are not corrected within 7 calendar days, unless otherwise authorized by the Engineer. Upon correction, the Engineer will inspect to verify that all deficiencies were corrected satisfactorily. The Engineer will provide written notice of the final acceptance.

12.2.3. Final Measurement. Final measurements and pay quantity adjustments may be made after final acceptance. Final acceptance will not be held for final measurements or pay quantity adjustments.

12.2.4. Removal of Traffic Control Devices. Remove any remaining construction traffic control devices and advance warning signs upon final acceptance or as directed.

12.3. Multiple Work Orders. Not applicable to Locally Let projects.

Item 6L
Control of Materials

1. SOURCE CONTROL

Use only materials that meet Contract requirements. Unless otherwise specified or approved, use new materials for the Work. Secure the Engineer's approval of the proposed source of materials to be used before their delivery. Materials can be approved at a supply source or staging area but may be inspected in accordance with Article 6L.4., "Sampling, Testing, and Inspection."

1.1. Buy America. Comply with the latest provisions of Buy America pertaining to steel and iron in accordance with 23 CFR § 635.410. Use steel or iron materials manufactured in the United States except when waived in accordance with Section 6L 1.2., "Buy America Exceptions."

Submit a notarized original of the TxDOT FORM D-9-USA-1 (Department Form 1818 or equivalent) with the proper attachments for verification of compliance.

Manufacturing includes any process that modifies the chemical content, physical shape or size, or final finish of a product. The manufacturing process begins with initial melting and mixing and continues through fabrication (e.g., cutting, drilling, welding, and bending) and coating (e.g., paint, galvanizing, and epoxy).

1.2. Buy America Exceptions. Use of iron and steel manufactured in the United States is required unless the material meets an exception below.

- A waiver exists exempting the material from Buy America compliance.
- The total value of foreign iron and steel products, including delivery, does not exceed 0.1% of the total Contract cost or $2,500, whichever is greater. The Contractor must provide documentation showing under threshold in advance for the Engineer's consideration.
- Foreign iron or steel may be allowed when the Contract contains an alternate item for a foreign source iron or steel product and the Contract is awarded based on the alternate item.
- The materials are temporarily installed or are supplies, tools, and equipment not incorporated into the project. Temporarily installed means the materials and products must be removed at the end of the project or may be removed at the Contractor's convenience with the Engineer's approval.

2. MATERIAL QUALITY

Correct or remove materials that fail to meet Contract requirements or that do not produce satisfactory results. Reimburse the Owner for cost incurred if additional sampling and testing are required by a change of source.

Materials not meeting Contract requirements will be rejected unless the Engineer approves corrective actions. Upon rejection, immediately remove and replace rejected materials.

If the Contractor does not comply with this Article, the Owner may remove and replace defective material. The cost of testing, removal, and replacement will be deducted from the payments due to the Contractor.

3. MANUFACTURER WARRANTIES

Transfer to the Owner warranties and guarantees required by the Contract or received as part of normal trade practice.

4. SAMPLING, TESTING, AND INSPECTION

Incorporate into the work only material that has been inspected, tested, and accepted by the Engineer. Remove, at the Contractor's expense, materials from the work locations that are used without prior testing and approval or written permission of the Engineer.

The material requirements and standard test methods in effect at the time the proposed Contract is advertised govern. Unless otherwise specified, the Engineer will perform testing at Owner's expense. In addition to facilities and equipment required by the Contract, furnish facilities and calibrated equipment required for tests to control the manufacture of construction items. If requested, provide a complete written statement of the origin, composition, and manufacture of materials.

All materials used are subject to inspection or testing at any time during preparation or use. Material that has been tested and approved at a supply source or staging area may be inspected or tested before or during incorporation into the work and rejected if it does not meet Contract requirements. Copies of test results are available upon request. Do not use material that, after approval, becomes unfit for use.

Unless otherwise specified in the Contract, all testing must be performed within the United States and witnessed by the Engineer. If materials or processes require testing outside the contiguous 48 United States, reimburse the Owner for inspection expenses.

5. PLANT INSPECTION AND TESTING

The Engineer may but is not obligated to inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements.

If inspection is at the plant, meet the following conditions unless otherwise specified:

- cooperate fully and assist the Engineer during the inspection,
- ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials,
- in accordance with pertinent items and the Contract provide a facility at the plant for use by the Engineer as an office or laboratory
- provide and maintain adequate safety measures and restroom facilities, and
- furnish and calibrate scales, measuring devices, and other necessary equipment in accordance with the Contract.

The Engineer may provide inspection for periods other than daylight hours if:

- continuous production of materials for Owner's use is necessary due to the production volume being handled at the plant, and
- the lighting is adequate to allow satisfactory inspection.

6. STORAGE OF MATERIALS

Store and handle materials to preserve their quality and fitness for the work. Store materials so that they can be easily inspected and retested. Place materials under cover, on wooden platforms, or on other hard, clean surfaces as necessary or when directed.

Obtain approval to store materials on the right of way. Storage space off the right of way is at the Contractor's expense.

7. OWNER-FURNISHED MATERIAL

The Owner will supply materials as shown on the plans. The cost of handling and placing materials supplied by the Owner will not be paid for directly, but will be subsidiary to the Item in which they are used. Assume responsibility for materials upon receipt.

8. USE OF MATERIALS FOUND ON THE RIGHT OF WAY

Material found in the excavation areas and meeting the Owner's specifications may be used in the work. This material will be paid for at the Contract bid price for excavation and under the Item for which the material is used.

Do not excavate or remove any material from within the right of way that is not within the limits of the excavation without written permission. If excavation is allowed within a right of way project-specific location, replace the removed material with suitable material at no cost to the Owner as directed.

9. RECYCLED MATERIALS

The Owner will not allow hazardous wastes, as defined in 30 TAC § 335, proposed for recycling to be used on the project. Use nonhazardous recyclable materials (NRMs) only if the specification for the Item does not disallow or restrict use. Determine whether NRMs are regulated under 30 TAC §§ 312, 330, 332, 334, or 335, and comply with all general prohibitions and requirements. Use NRMs in accordance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," and furnish all documentation in the manner prescribed by the Owner.

10. HAZARDOUS MATERIALS

Comply with the requirements of Article 7L.12., "Responsibility for Hazardous Materials."

Notify the Engineer immediately when a visual observation or odor indicates that materials on sites owned or controlled by the Owner may contain hazardous materials. Except when the contract includes bid items for the Contractor to remove hazardous materials, the Owner is responsible for testing, removing, and disposing of hazardous materials not introduced by the Contractor. The Engineer may suspend work wholly or in part during the testing, removing, or disposing of hazardous materials, except in the case where hazardous materials are introduced by the Contractor.

Use materials that are free of hazardous materials. Notify the Engineer immediately if materials are suspected to contain hazardous materials. If materials delivered to the project by the Contractor are suspected to contain hazardous materials, have an approved commercial laboratory test the materials for the presence of hazardous materials as approved. Remove, remediate, and dispose of any of these materials found to contain hazardous materials. The work required to comply with this Section will be at the Contractor's expense if materials are found to contain hazardous materials. Working day charges will not be suspended and extensions of working days will not be granted for activities related to handling hazardous material introduced by the Contractor. If suspected materials are not found to contain hazardous materials, the Owner will reimburse the Contractor for hazardous materials testing and will adjust working day charges if the Contractor can show that this work impacted the critical path.

10.1. Painted Steel Requirements. Coatings on existing steel contain hazardous materials unless otherwise shown on the plans. Remove paint and dispose of steel coated with paint containing hazardous materials in accordance with the following.

Removing Paint from Steel. For contracts that are specifically for painting steel, include the cleaning and painting of steel under Item 446, "Field Cleaning and Painting Steel," as a pay item. Perform work in accordance with that Item.

For projects where paint must be removed to allow for the dismantling of steel or to perform other work, the Owner will provide for a separate contractor (third party) to remove paint containing hazardous materials before or during the Contract. Remove paint covering existing steel shown not to contain hazardous materials in accordance with Item 446.

10.1.1. Removal and Disposal of Painted Steel. For steel able to be dismantled by unbolting, paint removal will not be performed by the Owner. The Owner will remove paint, at locations shown on the plans or as agreed, for the Contractor's cutting and dismantling purposes. Use Owner-cleaned locations for dismantling when provided or provide own means of dismantling at other locations.

Painted steel to be retained by the Owner will be shown on the plans. For painted steel that contains hazardous materials, dispose of the painted steel at a steel recycling or smelting facility unless otherwise shown on the plans. Maintain and make available to the Engineer invoices and other records obtained from the facility showing the received weight of the steel and the facility name. Dispose of steel that does not contain hazardous material coatings in conformance with federal, state, and local regulations.

10.2. Asbestos Requirements. The plans will indicate locations or elements where asbestos-containing materials (ACMs) are known to be present. Where ACMs are known to exist or where previously unknown ACM has been found, the Owner will arrange for abatement by a separate contractor before or during the Contract. Notify the Engineer of proposed dates of demolition or removal of structural elements with ACM at least 60 days before beginning work to allow the Owner sufficient time for abatement.

The Texas Department of State Health Services (DSHS), Asbestos Programs Branch, is responsible for administering the requirements of the National Emissions Standards for Hazardous Air Pollutants, (NESHAP), in accordance with 40 CFR Part 61, Subpart M, and the Texas Asbestos Health Protection Rules (TAHPR). Based on EPA guidance and regulatory background information, bridges are considered to be a regulated "facility" under NESHAP; therefore, federal standards for demolition and renovation apply.

The Owner is required to notify DSHS at least 10 working days (by postmarked date) before initiating demolition or renovation of each structure shown on the plans. If the actual demolition, renovation, or removal date is changed or delayed, notify the Engineer in writing of the revised dates in sufficient time to allow for the Owner's notification to DSHS to be postmarked at least 10 days in advance of the actual work.

The Owner retains the right to determine the actual advance notice needed for the change in date to address post office business days and staff availability.

10.3. Asbestos or Lead Abatement. Provide traffic control as shown on the plans, and coordinate and cooperate with the third party and the Owner for managing or removing hazardous materials. Work for the traffic control shown on the plans and coordination work will not be paid for directly, but will be subsidiary to pertinent Items.

11. SURPLUS MATERIALS

Take ownership of surplus materials unless otherwise shown on the plans or directed. Remove and dispose of materials in conformance with federal, state, and local regulations. If requested, provide an appropriate level of documentation to verify proper disposal. When materials are disposed of on private property, provide written authorization from the property owner for the use of the property for this purpose upon request.

Item 7L
Legal Relations and Responsibilities

1. ETHICS – NOT APPLICABLE TO LOCALLY LET PROJECTS

2. SAFETY

2.1. Safety Point of Contact. Designate, in writing, a Contractor Safety Point of Contact (CSPOC). The Owner will assign an employee for their point of contact designated as Owner's Safety Point of Contact OSPOC. The Contract requires that the Contractor's and subcontractor's employees use the appropriate personal protective equipment (PPE) (e.g., hardhats, safety vests, and protective toe footwear) to meet regulations.

The Contractor will require that crew leaders and foremen (including subcontractors) have attended the required training.

2.2. Safety Preconstruction Meeting. In cooperation with the Engineer, schedule and attend a safety preconstruction meeting (may be a part of the preconstruction conference in accordance with Article 4L.2., "Preconstruction Conference"). Attendees for this safety preconstruction meeting will be:

- the Contractor,
- subcontractors,
- the Owner,
- local law enforcement, and
- other personnel who play an active role on the project.

2.3. Safety Contingency. To improve the effectiveness of traffic handling and enhance safety during the course of this project, a safety contingency fund may have been included in the project budget for traffic control plan adjustments and other safety-related improvements.

Costs associated with the adjustments or improvements will be paid for in accordance with Article 9L.7., "Payment for Extra Work and Force Account Method." Article 9L.7., "Payment for Extra Work and Force Account Method," is not intended to be used in lieu of bid items established by the Contract.

2.4. Public Safety and Convenience. In accordance with the Contract and as directed, provide for the safety and convenience of the public and property. Keep existing roadways open to traffic or construct and maintain detours and temporary structures for safe public travel. Manage construction to minimize disruption to traffic. Maintain the roadway in a good and passable condition, including proper drainage, and provide for ingress and egress to adjacent property.

If the construction of the project requires the closing of a roadway, as directed, coordinate the closure with the Engineer and work to ensure all lanes and ramps possible are available during peak traffic periods before, during, and after significant traffic generator events to avoid any adverse economic impact on the municipalities during:

- dates or events as shown on the plans, and
- other dates as directed.

Store all equipment not in use in a manner and at locations that will not interfere with the safe passage of traffic.

If the Engineer determines that any of the requirements of this Article have not been met, the Engineer may take corrective action. This will not change the legal responsibilities set forth in the Contract. The cost to the Owner for this work will be deducted from any money due or to become due to the Contractor.

2.5. Use of Blue Warning Lights. Texas Transportation Code § 547.105 authorizes the use of warning lights to promote safety and provides an effective means of gaining the traveling public's attention as they drive in areas where construction crews are present. To influence the public to move over when high-risk construction activities are taking place, minimize the use of blue warning lights. These lights must be used only while performing work on or near the travel lanes or shoulder where the traveling public encounters construction crews that are not protected by a standard work zone setup, such as a lane closure, a shoulder closure, or one-way traffic control. Refrain from leaving the warning lights engaged while traveling from one work location to another or while parked on the right of way away from the pavement or a work zone.

2.6. Barricades, Signs, and Traffic Handling. Comply with the requirements of Item 502 "Barricades, Signs, and Traffic Handling," and as directed. Provide traffic control devices as shown on the plans and in accordance with the TMUTCD. When authorized or directed, provide additional signs or traffic control devices not required by the plans.

If an unexpected situation arises that causes the Contractor to believe that the traffic control should be changed, make all reasonable efforts to promptly contact the Engineer. Take prudent actions until the Engineer can be contacted.

The Engineer will inspect the traffic control devices. Comply with the results of the inspection in the prescribed timeframe.

The work performed and materials furnished in accordance with this Section and Item 502 have no bearing on the prosecution of Items 1L–10L, "General Requirements and Covenants," of the Contract. This includes, but is not limited to installing, relocating, and removing project limit advance warning signs.

2.6.1. Contractor Responsible Person and Alternate. Designate in writing a Contractor's Responsible Person (CRP) and an alternate to be the representative of the Contractor who is responsible for taking or directing corrective measures regarding the traffic control. The CRP or alternate must be accessible by telephone 24 hr. per day and able to respond when notified. The CRP and alternate must comply with the requirements of Section 7L.2.6.5., "Training."

2.6.2. Flaggers. Designate, in writing, a flagger instructor who will serve as a flagging supervisor and is responsible for training and assuring that all flaggers are qualified to perform flagging duties. Certify to the Engineer that all flaggers will be trained and make available upon request a list of flaggers trained to perform flagging duties.

Provide flaggers as directed. Flaggers must be courteous and able to effectively communicate with the public. When directing traffic, flaggers must dress appropriately; wear high-visibility safety apparel; use flags, signs, stop-slow paddles, and other hand-signaling devices; and follow the flagging procedures in the TMUTCD. Comply with the requirements of Section 7L.2.6.5., "Training."

2.6.3. Law Enforcement Personnel. Provide uniformed law enforcement personnel with patrol vehicles as directed. Document the work zone traffic services provided in the manner prescribed by the Owner. Law enforcement personnel providing work zone traffic services must be trained for the service they perform. Comply with Section 7L.2.6.5., "Training."

2.6.4. Other Work Zone Personnel. Workers involved with traffic control, including the maintenance of the traffic control, must comply with the requirements of Section 7L.2.6.5., "Training."

2.6.5. Training. Train workers involved with the traffic control using Department-approved training as shown on the "Traffic Control Training" MPL.

Coordinate enrollment, pay associated fees, and successfully complete Department-approved training or Contractor-developed training. Training is valid for the period prescribed by the provider. Except for law enforcement personnel training, refresher training is required every 4 yr. from the date of completion unless otherwise specified by the course provider. The Engineer may require training at a specified frequency instead of the period prescribed based on the Owner's needs. Training and associated fees will not be measured or paid for directly, but will be subsidiary to pertinent Items.

Certify to the Engineer that workers involved in traffic control and other work zone personnel have been trained and make available upon request a copy of the certification of completion to the Engineer. The certification of completion includes:

- name of provider and course title,
- name of participant,
- date of completion, and
- date of expiration.

Where Contractor-developed training or a TxDOT-approved training course does not produce a certification, maintain a log of attendees. Make the log available upon request. Provide a log that is legible and includes:

- printed name and signature of participant,
- name and title of trainer, and
- date of training.

2.6.5.1. Contractor-Developed Training. Develop and deliver Contractor-developed training meeting the minimum requirements established by the Owner. The outline for this training must be submitted to the Engineer for approval at the preconstruction meeting. The CRP or designated alternate may deliver the training instead of the TxDOT-approved training. The work performed and materials furnished to develop and deliver the training will not be measured or paid for directly, but will be subsidiary to pertinent Items.

2.6.5.1.1. Flagger Training Minimum Requirements. A Contractor's certified flagging instructor is permitted to train other flaggers.

2.6.5.1.2. Other Contractor-Developed Training for Other Work Zone Personnel. For other work zone personnel, the Contractor may provide training meeting the curriculum described below instead of TxDOT-approved training.

Minimum curriculum for Contractor-provided training is as follows.

Contractor-developed training must provide information on the use of PPE, occupational hazards and health risks, and other pertinent topics related to traffic management. The type and amount of training will depend on the job duties and responsibilities. Develop training applicable to the work being performed. Develop training to include the following topics.

- Adopt a company safety motto: "The Life You Save May Be Your Own," or similar.
- Purpose of the training includes the following.
  - "It's the Law."
  - Make work zones safer for workers and motorists.
  - Understand what is needed for traffic control.
  - Save lives including your own.
- Personal and co-worker safety includes the following.
  - High-Visibility Safety Apparel. Discuss compliant requirements; inspect regularly for fading and reduced reflective properties; if night operations are required, discuss the additional and appropriate required apparel in addition to special night work risks; and if moving operations are underway, discuss appropriate safety measures specific to the situation and traffic control plan.

- Blind Areas. A blind area is the area around a vehicle or piece of construction equipment not visible to the operators, either by line of sight or indirectly by mirrors. Discuss the "Circle of Safety" around equipment and vehicles; use of spotters; maintaining eye contact with equipment operators; and use of hand signals.
- Runovers and Backovers. Remain alert at all times; keep a safe distance from traffic; avoid turning your back to traffic, and if you must, then use a spotter; and stay behind protective barriers, whenever possible. It is not safe to sit on or lean against a concrete barrier; these barriers can deflect 4 ft. or more when struck by a vehicle.
- Look out for each other and warn co-workers.
- Be courteous to motorists.
- Do not run across active roadways.
- Workers must obey traffic laws and drive courteously while operating vehicles in the work zones.
- Workers must be made aware of company distracted driving policies.

■ Nighttime Operations. Focus on projects with a nighttime element.

■ Traffic Control Training. Basics of traffic control include the following.

- Identify work zone traffic control supervisor and other appropriate persons to report issues to when they arise.
- Emphasize that work zone traffic control devices must be in clean and undamaged condition. If devices have been hit but not damaged, return them to their correct place and report to the traffic control supervisor. If devices have been damaged, replace with new devices and report to the traffic control supervisor. If devices are dirty, faded, or have missing or damaged reflective tape, clean or replace them and report to the traffic control supervisor. Show examples of unacceptable device conditions. Discuss various types of traffic control devices to be used and where spacing requirements can be found.
- Channelizing Devices and Barricades with Slanted Stripes. Stripes must slant in the direction in which you want traffic to stay or move; demonstrate this with a device.
- Traffic Queuing. Workers must be made aware of traffic queuing and the dangers created by it. Workers must be instructed to immediately notify the traffic control supervisor and other supervisory personnel if traffic is queuing beyond advance warning sign and devices or construction limits.
- Signs. Signs must be straight and not leaning. Report problems to the traffic control supervisor or other as designated for immediate repair. Covered signs must be fully covered. If covers are damaged or out of place, report to the traffic control supervisor or other as designated.

3. LAWS TO BE OBSERVED

Comply with all federal, state, and local laws, ordinances, and regulations that affect the performance of the work. The Contractor is not required to comply with city electrical ordinances not included in this Contract. Indemnify and save harmless the Owner and its representatives against any claim arising from violation by the Contractor of any law, ordinance, or regulation.

This Contract is between the Owner and the Contractor only. No person or entity may claim third-party beneficiary status under this Contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this Contract.

4. PERMITS, LICENSES, AND TAXES

Procure all permits and licenses; pay all charges, fees, and taxes; and give all notices necessary and incidental to the due and lawful prosecution of work, except for permits provided by the Owner and as specified in Article 7L.7., "Preservation of Cultural and Natural Resources and the Environment."

5. PATENTED DEVICES, MATERIAL, AND PROCESSES

Indemnify and save harmless the Owner from any claims for infringement from the Contractor's use of any patented design, device, material, process, trademark, or copyright selected by the Contractor and used in connection with the work. Indemnify and save harmless the Owner against any costs, expenses, or damages that it may be obliged to pay, by reason of this infringement, at any time during the prosecution or after the completion of the work.

6. PERSONAL LIABILITY OF PUBLIC OFFICIALS

Owner employees are agents and representatives of the Owner and will incur no liability, personal or otherwise, in carrying out the provisions of the Contract or in exercising any power or authority granted under the Contract.

7. PRESERVATION OF CULTURAL AND NATURAL RESOURCES AND THE ENVIRONMENT

Project-specific information pertinent to cultural and natural resources is included in the plan set in the General Notes and on the Environmental Permits, Issues, and Commitments (EPIC) sheet. Adhere to all guidance, Best Management Practices (BMPs), and permits shown on the plans. Signing the Contract certifies compliance with all applicable laws, rules, and regulations pertaining to the preservation of cultural resources, natural resources, and the environment as issued by the following or other agencies.

- OSHA
- TCEQ
- Texas Department of Transportation
- Texas Historical Commission
- Texas Parks and Wildlife Department
- Texas Railroad Commission
- U.S. Army Corps of Engineers (USACE)
- U.S. Department of Energy
- U.S. Department of Transportation
- EPA
- Federal Emergency Management Agency
- U.S. Fish and Wildlife Service

All subcontractors must also comply with applicable environmental laws, rules, regulations, and requirements in the Contract.

7.1. Cultural Resources. Cease all work immediately if a site, building, or location of historical, archeological, educational, or scientific interest is discovered within the right of way. The site, building, or location will be investigated and evaluated by the Owner.

7.2. Protected and Imperiled Species and Wildlife. Cease all work immediately and within 50 ft. if a protected or imperiled species, or any species assumed to be protected or imperiled, or wildlife is encountered onsite. Allow any animals to leave the area. Do not kill any wildlife. Contact Owner's environmental staff to investigate and evaluate any species or wildlife issues.

7.3. Migratory Birds. Bird and nest removal must not occur during vegetation clearing, construction, or maintenance activities on structures where birds or nests are present during the nesting season, as shown on the plans. If work will occur during the nesting season, measures to prevent nest establishment must be used before the start of nesting season or any activity. Contact Owner's environmental staff for assistance with birds and nests.

7.4. Texas Pollutant Discharge Elimination System (TPDES) Permits and Stormwater Pollution Prevention Plans (SWP3s).

7.4.1. Projects with Less than 1 Acre of Soil Disturbance Including Required Associated Project Specific Locations (PSLs) in Accordance with TPDES Construction General Permit (CGP) No. TXR150000. No construction site notice (CSN) posting will be required for soil disturbances within the right of way. Adhere to the requirements of the SWP3 and environmental layout as shown on the plans.

7.4.2. Projects with 1 Acre but Less than 5 Acres of Soil Disturbance Including Required Associated PSLs in Accordance with TPDES CGP No. TXR150000. The Owner and the Contractor will operate under a shared SWP3 for portions of the project in the right of way.

The Owner will be considered the primary operator with operational control over plans and specifications as defined in TPDES CGP No. TXR150000 for construction activity in the right of way. The Owner will post a small CSN and follow other requirements as defined in TPDES CGP No. TXR150000 as the entity having operational control over plans and specifications for work shown on the plans in the right of way.

The Contractor will be considered the primary operator with day-to-day operational control as defined in TPDES CGP No. TXR150000 for construction activity in the right of way. In addition to the Owner's actions, the Contractor will post a small CSN and follow other requirements as defined in TPDES CGP No. TXR150000 as the entity having day-to-day operational control of the work shown on the plans in the right of way. This is in addition to the Contractor being responsible for TPDES CGP No. TXR150000 requirements for on-right-of-way and off-right-of-way PSLs. The Contractor will adhere to all requirements of the SWP3 and environmental layout as shown on the plans. The Contractor will be responsible for implementing the SWP3 for the project site as shown on the plans, in conformance with specifications, in accordance with TPDES CGP No. TXR150000, and as directed. Notification to Municipal Separate Storm Sewer System (MS4) operators (when applicable) upon project initiation and completion must be provided in accordance with TPDES CGP No. TXR150000 requirements. A signed copy of the small CSN will be provided to MS4 operators (where applicable) at least 2 days before commencing construction.

With the Engineer's concurrence upon the completion of soil disturbing activities and achieving permanent stabilization of 70% native background vegetation cover, the CSN may be removed.

7.4.3. Projects with 5 Acres or More of Soil Disturbance Including Required Associated PSLs in Accordance with TPDES CGP No. TXR150000. The Owner and the Contractor will operate under a shared SWP3 for portions of the project in the right of way. The Owner will be considered the primary operator with operational control over plans and specifications as defined in TPDES CGP No. TXR150000 for construction activities in the right of way. The Owner will post a large CSN and file a Notice of Intent (NOI); Notice of Change (NOC), if applicable; and Notice of Termination (NOT), along with other requirements in accordance with TPDES CGP No. TXR150000, as the entity having operational control over plans and specifications for work shown on the plans in the right of way.

The Contractor will be considered the primary operator for day-to-day operational control as defined in TPDES CGP No. TXR150000 for construction activities in the right of way. In addition to the Owner's actions, the Contractor will file an NOI; NOC, if applicable; and NOT and post a large CSN along with other requirements as the entity having day-to-day operational control of the work shown on the plans in the right of way. This is in addition to the Contractor being responsible for TPDES CGP No. TXR150000 requirements for on-right-of-way and off-right-of way PSLs. Adhere to all requirements of the SWP3 and environmental layout as shown on the plans.

7.4.3.1. Notice of Intent (NOI). Contractor will submit an NOI to TCEQ in accordance with TPDES CGP No. TXR150000 requirements. NOI must be submitted at least 7 days before commencement of construction activities at the project site. Contractor must file NOI under the same Regulated Entity Number (RN) as the Owner. Provide a signed copy to the Engineer and any other MS4 operators (where applicable) at the time of submittal. The Owner will submit their NOI before Contractor submission and will provide a copy for Contractor's use in completing the Contractor's NOI form.

7.4.3.2. Notice of Change (NOC). Upon concurrence of the Engineer, submit an NOC to TCEQ within 14 days of discovery of a change or revision to the NOI as required by the CGP. Provide a signed copy of the NOC to the Engineer and any other MS4 operators (where applicable) at the time of submittal.

7.4.3.3. Notice of Termination (NOT). Upon concurrence of the Engineer, submit an NOT to TCEQ within 30 days of the Engineer's approval that 70% native background vegetative cover is met or equivalent permanent stabilization has been employed in accordance with TPDES CGP No. TXR150000. Provide a signed copy of the NOT to the Engineer and any other MS4 operators (where applicable) at the time of submittal.

7.4.4. Training. Not applicable to Locally Let Projects.

7.5. Work in Waters of the United States. For work in the right of way, the Owner will obtain any required Section 404 permits from U.S. Army Corps of Engineers USACE before work begins. Adhere to all agreements, mitigation plans, and standard BMPs required by the permit. When Contractor-initiated changes in the construction method change the impacts on Waters of the United States, obtain new or revised Section 404 permits.

7.6. Work in Navigable Waters of the United States. For work in the right of way, the Owner will obtain any required Section 9 permits from the U.S. Coast Guard before work begins. Adhere to the stipulations of the permits and associated BMPs. When Contractor-initiated changes in the construction method change the impacts on Navigable Waters of the United States, obtain new or revised Section 9 permits.

7.7. Work over Recharge or Contributing Zone of Protected Aquifers. Make every reasonable effort to minimize the degradation of water quality resulting from impacts relating to work over the recharge or contributing zones of protected aquifers, as defined and delineated by TCEQ. Use BMPs and perform work in accordance with the Contract requirements.

7.8. Project Specific Locations. For all PSLs on or off the right of way (e.g., material sources, waste sites, parking areas, storage areas, field offices, staging areas, and haul roads), comply with all applicable laws, rules, and regulations pertaining to the preservation of cultural resources, natural resources, and the environment in accordance with Section 7L 7.1., "Cultural Resources." All subcontractors must also comply with applicable environmental laws, rules, regulations, and requirements in the Contract. Maintain documentation of environmental compliance activities, including environmental consultant reports and correspondence with the resource agencies. Provide documentation upon request. Obtain written approval from the Engineer for all PSLs in the right of way not specifically addressed on the plans. Prepare an SWP3 for all Contractor facilities, such as asphalt or concrete plants located within right of way. Comply with all TCEQ permit requirements for portable facilities, such as concrete batch plants, rock crushers, and asphalt plants. Ensure compliance with all environmental issues, such as Section 404 permits, wetland delineation, endangered species consultation requirements, or archeological and historic site impacts. Obtain all permits and clearances in advance.

7.9. Contractor Responsibility. If the Contractor initiates changes to the Contract and the Owner approves the changes, the Contractor is responsible for obtaining clearances and coordinating with the appropriate regulatory agencies.

8. AGRICULTURAL IRRIGATION

Regulate the sequence of work and make provisions as necessary to provide for agricultural irrigation or drainage during the work. Meet with the service provider or landowner to determine the proper time and sequence when irrigation demands will permit shutting off water flows to perform work.

Unless otherwise shown on the plans, the work performed in accordance with this Article will not be measured or paid for directly, but will be subsidiary to pertinent Items.

9. SANITARY PROVISIONS

Provide and maintain adequate, neat, and sanitary toilet accommodations for employees, including State employees, in compliance with the requirements and regulations of the Texas Department of State Health Services or other authorities having jurisdiction.

10. ABATEMENT AND MITIGATION OF EXCESSIVE OR UNNECESSARY NOISE

Minimize noise throughout all phases of the Contract. Exercise particular and special efforts to avoid the creation of unnecessary noise impact on adjacent noise-sensitive receptors in the placement of non-mobile equipment, such as air compressors, generators, and pumps. Place mobile and stationary equipment to cause the least disruption to normal adjacent activities.

All equipment associated with the work must be equipped with components to suppress excessive noise, and these components must be maintained in their original operating condition considering normal depreciation. Noise attenuation devices installed by the manufacturer, such as mufflers, engine covers, and insulation, must not be removed or rendered ineffectual, or be permitted to remain off the equipment while the equipment is in use.

11. USING EXPLOSIVES

Do not endanger life or property. When required by the plans or requested, provide a written blasting plan. The Owner retains the right to reject the blasting plan. Store all explosives securely, and clearly mark all storage places with “DANGER—EXPLOSIVES.” Store, handle, and use explosives and highly flammable material in compliance with federal, state, and local laws, ordinances, and regulations. Assume liability for property damage, injury, or death resulting from the use of explosives.

Give at least 48-hr. advance notice to the appropriate railroad representative before doing any blasting work involving the use of electric blasting caps within 200 ft. of any railroad track.

12. RESPONSIBILITY FOR HAZARDOUS MATERIALS

Comply with the requirements of Article 6L.10., “Hazardous Materials.” Indemnify and save harmless the Owner and its agents and employees from all suits, actions, or claims and from all liability and damages for any injury or damage to any person or property arising from the generation or disposition of hazardous materials introduced by the Contractor on any work done by the Contractor on Owner-owned or controlled sites. Indemnify and save harmless the Owner and its representatives from any liability or responsibility arising out of the Contractor’s generation or disposition of any hazardous materials obtained, processed, stored, or shipped, on sites not owned or controlled by the Owner. Reimburse the Owner for all payments, fees, or restitution the Owner is required to make as a result of the Contractor’s actions.

13. RESTORING SURFACES OPENED BY PERMISSION

Do not authorize anyone to make an opening in the highway for utilities, drainage, or any other reason without written permission from the Engineer. Repair all openings as directed. Payment for repair of surfaces opened by permission will be made in conformance with pertinent Items or in accordance with Article 4L.4., “Changes in the Work.” Costs associated with openings made with Contractor authorization but without Owner approval will not be paid.

14. PROTECTING ADJACENT PROPERTY

Protect adjacent property from damage. If any damage results from an act or omission on the part of or on behalf of the Contractor, take corrective action to restore the damaged property to a condition similar or equal to that existing before the damage was done.

15. RESPONSIBILITY FOR DAMAGE CLAIMS

Indemnify and save harmless the Owner and its agents and employees from all suits, actions, or claims and from all liability and damages for any injury or damage to any person or property due to the Contractor's negligence in the performance of the work and from any claims arising or amounts recovered under any laws, including workers' compensation and the Texas Tort Claims Act. Indemnify and save harmless the Owner and assume responsibility for all damages and injury to property of any character occurring during the prosecution of the work resulting from any act, omission, neglect, or misconduct on the Contractor's part in the manner or method of executing the work; from failure to properly execute the work; or from defective work or material.

Pipelines and other underground installations that may or may not be shown on the plans may be located within the right of way. Indemnify and save harmless the Owner from any suits or claims resulting from damage by the Contractor's operations to any pipeline or underground installation. Make available the scheduled sequence of work to the respective utility owners so that they may coordinate and schedule adjustments of their utilities that conflict with the proposed work.

16. HAULING AND LOADS ON ROADWAYS AND STRUCTURES

Comply with federal and state laws concerning legal gross and axle weights. Except for the designated Interstate system, vehicles with a valid yearly overweight tolerance permit may haul materials to the work locations at the permitted load. Provide copies of the yearly overweight tolerance permits to the Engineer upon request. Construction equipment is not exempt from oversize or overweight permitting requirements on roadways open to the traveling public.

Protect existing bridges and other structures that will remain in use by the traveling public during and after the completion of the Contract. Construction traffic on roadways, bridges, and culverts within the limits of the work, including any structures under construction that will remain in service during and after completion of the Contract, is subject to legal size and weight limitations.

Additional temporary fill may be required by the Engineer for hauling purposes for the protection of certain structures. This additional fill will not be paid for directly, but will be subsidiary to pertinent Items.

Replace or restore to original condition any structure damaged by the Contractor's operations.

The Engineer may allow equipment with oversize or non-divisible overweight loads to operate without a permit within the work locations on pavement structures not open to the traveling public. Submit Contractor-proposed changes to traffic control plans for approval, in accordance with Item 502. The following Sections further address overweight allowances. The Owner will make available to the Contractor any available plans and material reports for existing structures.

16.1. Overweight Construction Traffic Crossing Structures. The Engineer may allow crossing of a structure not open to the public within the work locations when divisible or non-divisible loads exceed legal weight limitations, including limits for load-posted bridges. Obtain written permission to make these crossings. Submit for approval a structural analysis by a licensed professional engineer indicating that the excessive loads should be allowed. Provide a manufacturer's certificate of equipment weight that includes the weight distribution on the various axles and any additional parts, such as counterweights, the configuration of the axles, or other information necessary for the analysis. Submit the structural analysis and supporting documentation sufficiently in advance of the move to allow for review by the Engineer. Permission may be granted if the Engineer finds that no damage or overstresses exceeding those normally allowed for occasional overweight loads will result to structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.

Schedule loads so that only one vehicle is on any span or continuous unit at any time. Use barricades, fences, or other positive methods to prevent other vehicular access to structures at any time the overweight load is on any span or continuous unit.

16.2. Construction Equipment Operating on Structures. Cranes and other construction equipment used to perform construction operations that exceed legal weight limits may be allowed on structures. Before any operation that may require placement of equipment on a structure, submit for approval a detailed structural analysis prepared by a licensed professional engineer.

Submit the structural analysis and supporting documentation sufficiently in advance of the use to allow for review by the Engineer. Include all axle loads and configurations, spacing of tracks or wheels, tire loads, outrigger placements, center of gravity, equipment weight, and predicted loads on tires and outriggers for all planned movements, swings, or boom reaches. The analysis must demonstrate that no overstresses exceeding those normally allowed for occasional overweight loads will occur.

16.3. Loads on Structures. Do not store or stockpile material on bridge structures without written permission. If required, submit a structural analysis and supporting documentation by a licensed professional engineer for review by the Engineer. Permission may be granted if the Engineer finds that no damage or overstresses exceeding those normally allowed for occasional overweight loads will result to structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.

16.4. Hauling Divisible Overweight Loads on Pavement Within Work Locations. The Engineer may allow divisible overweight loads on pavement structures within the work locations not open to the traveling public. Obtain written approval before hauling the overweight loads. Include calculations to demonstrate that there will be no damage or overstress to the pavement structure.

17. CONTRACTOR'S RESPONSIBILITY FOR WORK

Until final acceptance of the Contract, take every precaution against injury or damage to any part of the work by the action of the elements or by any other cause, whether arising from the execution or from the non-execution of the work. Protect all materials to be used in the work at all times, including periods of suspension.

When any roadway or portion of the roadway is in suitable condition for travel, it may be opened to traffic as directed. Opening of the roadway to traffic does not constitute final acceptance.

Repair damage to all work until final acceptance. Repair damage to existing facilities in accordance with the Contract or as directed by the Engineer. Repair damage to existing facilities or work caused by Contractor operations at the Contractor's expense. Repair work for damage that was not due to the Contractor's operations will not be paid for except as provided below.

17.1. Reimbursable Repair. Except for damage to appurtenances listed in Section 7L.17.2.1., "Unreimbursed Repair," the Contractor will be reimbursed for repair of damage caused by:

- motor vehicle, watercraft, aircraft, or railroad-train incident;
- vandalism; or
- Acts of God, such as earthquake, tidal wave, tornado, hurricane, or other cataclysmic phenomena of nature.

17.2. Appurtenances.

17.2.1. Unreimbursed Repair. Except for destruction (not reusable) due to Acts of God, reimbursement will not be made for repair of damage to the following temporary appurtenances, regardless of cause:

- signs,
- barricades, and
- other work zone traffic control devices.

Crash cushion attenuators and guardrail end treatments are reimbursed in accordance with Section 7L.17.2.2., "Reimbursed Repair." Truck-mounted attenuators, trailer attenuators, and portable changeable message signs are eligible for reimbursed repair in accordance with Section 7L.17.2.2.,

"Reimbursed Repair." Reimbursement will only be made when the Engineer directs the placement of the device in a location other than what is depicted in the Contract and the Contractor is unable to seek reimbursement from third-party insurance.

Where the Contractor retains replaced appurtenances after completion of the project, the Owner will limit the reimbursement to the cost that is above the salvage value at the end of the project.

17.2.2. Reimbursed Repair. Reimbursement will be made for repair of damage due to the causes listed in Section 7L.17.1, "Reimbursable Repair."

17.3. Roadways and Structures. Until final acceptance, the Contractor is responsible for all work constructed under the Contract. The Owner will not reimburse the Contractor for repair work to new construction, unless the failure or damage is due to one of the causes listed in Section 7L.17.1., "Reimbursable Repair."

The Owner will be responsible for the cost for repair of damage to existing roadways and structures not caused by the Contractor's operations.

17.4. Detours. The Contractor will be responsible for the cost of maintenance of detours constructed under the Contract, unless the failure or damage is due to one of the causes listed in Section 7L.17.1., "Reimbursable Repair." In addition, the Engineer will reimburse the Contractor for repairs to detours when failures occur for reasons beyond the Contractor's control. Reimbursement will be made for repairs to detours constructed unless the failure was due to materials and workmanship. The Owner will be responsible for the cost of maintenance of existing streets and roadways used for detours or handling traffic.

17.5. Relief from Maintenance. The Engineer may relieve the Contractor from responsibility of maintenance in accordance with this Section. This relief does not release the Contractor from responsibility for defective materials or work or constitute final acceptance. The Engineer will direct the Contractor to remove advance warning signs upon issuance of relief from maintenance.

17.5.1. Isolated Work Locations. For isolated work locations, when all work is completed, including work in accordance with Article 5L.11., "Final Cleanup," the Engineer may relieve the Contractor from responsibility for maintenance.

17.5.2. Work Except for Vegetative Establishment and Test Periods. When all work for all or isolated work locations has been completed, including work in accordance with Article 5L.11., "Final Cleanup," with the exception of vegetative establishment and maintenance periods and test and performance periods, the Engineer may relieve the Contractor from responsibility for maintenance of completed portions of work.

17.5.3. Work Suspension. When all work is suspended for an extended period of time, the Engineer may relieve the Contractor from responsibility for maintenance of completed portions of work during the period of suspension.

17.5.4. When Directed by the Engineer. The Engineer may relieve the Contractor from the responsibility for maintenance when directed.

17.6. Basis of Payment. When reimbursement for repair work is allowed and performed, payment will be made in conformance with pertinent Items or in accordance with Article 4L.4., "Changes in the Work."

18. ELECTRICAL REQUIREMENTS

18.1. Definitions.

18.1.1. Electrical Work. Electrical work is work performed for:

- Item 610, "Roadway Illumination Assemblies,"
- Item 614, "High Mast Illumination Assemblies,"
- Item 616, "Performance Testing of Lighting Systems,"

- Item 617, “Temporary Roadway Illumination,”
- Item 618, “Conduit,”
- Item 620, “Electrical Conductors,”
- Item 621, “Tray Cable,”
- Item 622, “Duct Cable,”
- Item 628, “Electrical Services,”
- Item 680, “Highway Traffic Signals,”
- Item 681, “Temporary Traffic Signals,”
- Item 684, “Traffic Signal Cables,”
- Item 685, “Roadside Flashing Beacon Assemblies,”
- other Items that involve either the distribution of electrical power greater than 50 volts or the installation of conduit and duct banks,
- the installation of conduit and wiring associated with Item 624, “Ground Boxes” and Item 656, “Foundations for Traffic Control Devices,” and
- the installation of the conduit system for communication and fiber optic cable.

Electrical work does not include the installation of communications or fiber optic cable, or the connections for low-voltage and inherently power-limited circuits, such as electronic or communications equipment. Assembly and placement of poles, structures, cabinets, enclosures, manholes, or other hardware will not be considered electrical work if no wiring, wiring connection, or conduit work is done at the time of assembly and placement.

18.1.2. Specialized Electrical Work. Specialized electrical work is work that includes the electrical service and feeders, sub-feeders, branch circuits, controls, raceways, and enclosures for the following:

- pump stations,
- moveable bridges,
- ferry slips,
- motor control centers,
- facilities required in accordance with Item 504, “Field Office and Laboratory,”
- rest area or other public buildings,
- weigh-in-motion stations,
- electrical services larger than 200 amps,
- electrical services with main or branch circuit breaker sizes not shown in the Contract, and
- any three-phase electrical power.

18.1.3. Certified Person. A certified person is a person who has passed the test from TxDOT’s course TRF450, “TxDOT Roadway Illuminations and Electrical Installations,” or other courses as approved by the Traffic Safety Division. Submit a current and valid TRF certification upon request. Texas A&M Engineering Extension Service (TEEX) certifications for “TxDOT Electrical Systems” course will not be accepted.

18.1.4. Licensed Electrician. A licensed electrician is a person with a current and valid unrestricted master electrical license, or unrestricted journeyman electrical license, who is supervised or directed by an unrestricted master electrician. An unrestricted master electrician need not be on the work locations at all times while electrical work is being done, but the unrestricted master electrician must approve work performed by the unrestricted journeyman. Licensed electrician requirements by city ordinances do not apply to on State system work.

The unrestricted journeyman and unrestricted master electrician licenses must be issued by the Texas Department of Licensing and Regulation or by a city in Texas with a population of 50,000 or greater that issues licenses based on passing a written test and demonstrating experience.

The Engineer may accept other states' electrical licenses. Submit documentation of the requirements for obtaining that license. Acceptance of the license will be based on sufficient evidence that the license was issued based on:

- passing a test based on the NEC like that used by Texas licensing officials, and
- sufficient electrical experience commensurate with general standards for an unrestricted master and unrestricted journeyman electrician in the State of Texas.

18.2. Work Requirements. The qualifications required to perform electrical work and specialized electrical work are shown in Table 1.

Table 1
Work Requirements

Type of Work	Qualifications to Perform Work
Electrical work with plans	Licensed electrician, certified person, or workers directly supervised by a licensed electrician or certified person
Electrical work without plans	Licensed electrician or workers directly supervised by a licensed electrician
Specialized electrical work	Licensed electrician or workers directly supervised by a licensed electrician
Replace lamps, starting aids, and changing fixtures	Licensed electrician, certified person, or workers directly supervised by a licensed electrician or certified person
Conduit in precast section with approved working drawings	Inspection by licensed electrician or certified person
Conduit in cast-in-place section	Inspection by licensed electrician or certified person
All other electrical work (e.g., troubleshooting, repairs, and component replacement)	Licensed electrician or workers directly supervised by a licensed electrician

"Directly supervised by a licensed electrician" means that a licensed electrician is physically present during all electrical work. "Directly supervised by a licensed electrician or certified person" means that a licensed electrician or certified person is physically present during all electrical work.

A non-certified person may install conduit in cast-in-place concrete sections if the work is verified by a certified person before concrete placement.

When IMSA certification is specified on the plans, the requirements shown in Table 1 will still apply to the installation of the conduit, ground boxes, electrical services, pole grounding, and electrical conductors installed in accordance with Item 620.

19. PAYROLLS

Pay employees and contract labor no less than the predetermined wage rates shown in the Contract. Require that subcontractors pay no less than the predetermined wage rates shown in the Contract.

Payroll records must contain the information required by law. As an option, Form WH-347, "Payroll," is provided by the U.S. Department of Labor.

Maintain payroll and related records during the course of the Contract and preserve these records for 3 yr. following the completion of the Contract or as required by law.

19.1. Minimum Wage Requirements for Federally Funded Contracts. Comply with the requirements of FHWA-1273, "Required Contract Provisions Federal-Aid Construction Contracts."

For construction contracts, submit payroll records to the Engineer using the manner prescribed by the Owner.

19.2. Minimum Wage Requirements for State-Funded Contracts. Comply with the requirements of 29 USC § 206 unless otherwise shown in the Contract.

For construction contracts, submit payroll records to the Engineer in the manner prescribed.

20. SECURITY INCIDENTS – NOT APPLICABLE TO LOCALLY LET PROJECTS

Item 8L
Prosecution and Progress

1. PROSECUTION OF WORK

Begin work within 10 calendar days after the authorization date to begin work. Prosecute the work continuously to completion within the working days specified. Unless otherwise shown on the plans, work may be prosecuted in concurrent phases if no changes are required to the traffic control plan or if a revised traffic control plan is approved. Notify the Engineer at least 24 hr. before beginning work or before beginning any new operation. Do not start new operations to the detriment of work already begun. Minimize interference to traffic.

2. SUBCONTRACTING

Do not sublet any portion of a construction Contract without the Engineer's written approval. A subcontract does not relieve any responsibility under the Contract and bonds. Ensure that all subcontracted work complies with all governing labor provisions.

The Contractor certifies by signing the Contract that the Contractor will not enter into any subcontract with a subcontractor that is debarred or suspended by the Commission, Owner, or any federal agency.

For federally funded contracts, ensure the required federal documents are physically attached to each subcontract agreement, including all tiered subcontract agreements.

For all DBE subcontracts, including all tiered DBE subcontracts, submit a copy of the executed subcontract agreement.

Upon request, submit a copy of the executed non-DBE subcontracts, including all tiered non-DBE subcontracts.

2.1. Construction Contracts and Federally Funded Maintenance Contracts. Perform work with own organization on at least 30% of the total original Contract cost (25% if the Contractor is an SBE on a wholly State- or local-funded Contract), excluding any specialty items as determined by the Engineer. Specialty items are those that require highly specialized knowledge, abilities, or equipment not usually available in the contracting firm expected to bid on the proposed Contract as a whole.

Specialty items will be shown on the plans or as determined by the Engineer. Bid cost of specialty items performed by subcontractors will be deducted from the total original Contract cost before computing the required amount of work to be performed by the Contractor's own organization.

The term "perform work with own organization" includes only:

- workers employed and paid directly by the Contractor or wholly owned subsidiary;
- equipment owned by the Contractor or wholly owned subsidiary;
- rented or leased equipment operated by the Contractor's employees or wholly owned subsidiary's employees;
- materials incorporated into the work if the majority of the value of the work involved in incorporating the material is performed by the Contractor's own organization, including a wholly owned subsidiary's organization; and

- labor provided by staff leasing firms licensed under Chapter 91 of the Texas Labor Code for nonsupervisory personnel if the Contractor or wholly owned subsidiary maintains direct control over the activities of the leased employees and includes them in the weekly payrolls.

Mobilization is not included in calculation of 30%.

When staff leasing firms provide materials or equipment, they are considered subcontractors. In these instances, submit staff leasing firms for approval as a subcontractor.

Copies of canceled checks and certified statements may be required to verify compliance with the requirements of this Section.

2.2. State-Funded Maintenance Contracts. Not applicable to locally let projects.

2.3. Payments to Subcontractors. Report payments for DBE subcontracts, including tiered DBE subcontracts, in the manner as prescribed by the Owner by the 20th day of each month.

2.3.1. Payment Records. Make payment and related records, including but not limited to copies of canceled checks, available for inspection by the Owner. Retain payment records for a period of 3 yr. following the completion of the Contract.

2.4. Payrolls. Comply with Article 7L.19., "Payrolls."

3. COMPUTATION OF CONTRACT TIME FOR COMPLETION

The number of working days is established by the Contract. For Contracts with work orders, the number of working days is established in each work order. Working day charges will begin when work begins as prescribed in Article 8L.1., "Prosecution of Work." Working day charges will continue in accordance with the Contract.

The development of the conceptual time determination is intended to establish the number of working days on the Contract. Upon request, the Engineer will provide the conceptual time determination schedule to the Contractor for informational purposes only. The schedule assumes generic resources, production rates, sequences of construction and average weather conditions based on historic data. Schedule labor, equipment, procurement of materials, subcontractor work, and all other necessary means to prosecute the work within the number of working days specified by the Contract.

3.1. Working Day Charges. Working days will be charged in accordance with Section 8L.3.1.4., "Standard Workweek," unless otherwise shown on the plans. Working days will be computed and charged in accordance with one of the following:

3.1.1. Standard Workweek. Working days will be charged Monday–Friday, excluding national or State holidays, if weather or other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. between 7:00 A.M. and 6:00 P.M., unless otherwise shown in the Contract. The Contractor has the option of working on Saturdays or State holidays. Provide sufficient advance notice to the Engineer when scheduling work on Saturdays. Work on Sundays and national holidays will not be permitted without written permission of the Engineer. If work requiring an Inspector to be present or critical path activities are performed on a Saturday, Sunday, or holiday, and weather or other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.

3.2. Restricted Work Hours. Restrictions on Contractor work hours and the related definition for working day charges are as prescribed in this Article unless otherwise shown on the plans.

3.3. Nighttime Work. Nighttime work is allowed only when shown on the plans or directed or allowed by the Engineer. Nighttime work is defined as work performed from 30 min. after sunset to 30 min. before sunrise.

3.3.1. Five-, Six-, and Seven-Day Workweeks. Nighttime work that extends past midnight will be assigned to the following day for the purposes of approval for allowing work on Sundays or national holidays.

3.3.2. Standard Workweek.

3.3.2.1. Nighttime Work Only. When nighttime work is allowed or required and daytime work is not allowed, working day charges will be made when weather and other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. for the nighttime period, as defined in Section 8L.3.3., "Nighttime Work," unless otherwise shown in the Contract.

3.3.2.2. Nighttime Work and Daytime Work Requiring Inspector. When nighttime work is performed or required and daytime work is allowed, working day charges will be made when weather and other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. for the nighttime period, as defined in Section 8L.3.3., "Nighttime Work," or for a continuous period of at least 7 hr. for the alternative daytime period unless otherwise shown in the Contract. Only one day will be charged for each 24hr. period. When the Engineer agrees to restrict work hours to the nighttime period only, working day charges will be in accordance with Section 8L.3.3.2.1., "Nighttime Work Only."

3.4. Time Statements. The Engineer will furnish the Contractor a monthly time statement. Review the monthly time statement for correctness. Report protests in writing, no later than 30 calendar days after receipt of the time statement, providing a detailed explanation for each day protested. Not filing a protest within 30 calendar days will indicate acceptance of the working day charges, and future consideration of that statement will not be permitted.

4. TEMPORARY SUSPENSION OF WORK OR WORKING DAY CHARGES

The Engineer may suspend the work, wholly or in part, and will provide notice and reasons for the suspension in writing. Suspend and resume work only as directed in writing.

When part of the work is suspended, the Engineer may suspend working day charges only when conditions not under the control of the Contractor prohibit the performance of critical path activities. When all of the work is suspended for reasons not under the control of the Contractor, the Engineer will suspend working day charges.

5. PROJECT SCHEDULES

Prepare, maintain, and submit project schedules for the work to be performed under this Contract. Project schedules are used to convey the Contractor's intended work plan to the Owner.

The work performed under this Article will not be measured or paid for directly, but will be subsidiary to pertinent Items.

5.1. Project Scheduler. Designate an individual who will develop and maintain the progress schedule. The project scheduler will be prepared to discuss, in detail, the proposed sequence of work and methods of operation, and how that information will be communicated through the progress schedule at the preconstruction meeting. This individual will also attend the project meetings and make site visits to prepare, develop, and maintain the progress schedules.

5.2. Progress Schedule. Before starting work, prepare and submit a progress schedule based on the sequence of work and traffic control plan shown in the Contract. Prepare the progress schedule as a bar chart or critical path method (CPM) as shown on the plans. Include all planned work activities and sequences and show Contract completion within the number of working days specified. Incorporate major material procurements, known utility relocations, and other activities that may affect the completion of the Contract in the progress schedule. Show a beginning date, ending date, and duration in whole working days for each activity. Do not

use activities exceeding 20 working days, unless agreed upon with the Engineer. Show an estimated production rate per working day for each work activity, unless otherwise agreed upon with the Engineer.

5.3. Schedule Format. Format all project schedules in accordance with the following.

- Begin the project schedule on the date of the start of Contract time or start of activities affecting work on the project.
- Show the sequence and interdependence of activities required for complete performance of the work. If using a CPM schedule, show a predecessor and a successor for each activity.
- Ensure all work sequences are logical and show a coordinated plan of the work.

CPM schedules must also:

- clearly and accurately identify the critical path as the longest continuous path;
- provide a legend for all abbreviations, run date, data date, project start date, and project completion date in the title block of each schedule submittal; and
- using calendars, incorporate seasonal weather conditions into the schedule for work (e.g., earthwork, concrete paving, structures, asphalt, and drainage) that may be influenced by temperature or precipitation. Also, incorporate non-work periods such as holidays, weekends, or other non-work days as identified in the Contract.

5.4. Activity Format. For each activity on the project schedule, provide:

- a concise description of the work represented by the activity,
- an activity duration in whole working days, and
- code activities so that organized plots of the schedule may be produced.

CPM schedules must also include the quantity of work and estimated production rate for major items of work. Provide enough information for review of the work being performed.

Total float is defined as the amount of time (in whole days) that an activity can be delayed before impacting the project's completion date. Total float is a shared commodity between the Owner and the Contractor.

5.5. Schedule Types and Schedule Impacts.

5.5.1. Bar Chart. Seven calendar days before the preconstruction meeting, prepare and submit a hard or electronic copy of the schedule using the bar chart method.

5.5.1.1. Progress Schedule Reviews. Update the project schedule and submit a hard or electronic copy when changes to the schedule occur or when requested.

5.5.2. Critical Path Method. Prepare and submit the schedule using the CPM. Submit an electronic copy to the Engineer within the timeframes specified. An electronic copy is defined as the scheduling software's native file, saved in a format acceptable to the Engineer. In all cases, an electronic format (.xer) of Primavera Project Planner and Enterprise Project Portfolio Management (P6) will be acceptable.

5.5.2.1. Preliminary Schedule. Unless otherwise agreed for a later submission, 7 calendar days before the preconstruction meeting, submit an electronic copy of the project schedule showing activities beginning with the authorization date to begin work and including activities to be performed within the first 90 calendar days from the work start date.

5.5.2.2. Baseline Schedule. The baseline schedule will be considered the Contractor's plan to successfully construct the project within the timeframe and construction sequencing indicated in the Contract. Submit electronic copies of the baseline schedule. When requested, submit two plots of the schedule: one organized with the activities logically grouped using the activity coding, and the other plot showing only the critical path determined by the longest path, not based on critical float.

Develop and submit the baseline schedule for review within the first 45 calendar days from the work start date unless the time for submission is extended by the Engineer.

5.5.2.2.1. Review. Within 15 calendar days of receipt of the schedule, the Engineer will evaluate and inform the Contractor if the schedule has been accepted. If the schedule is not accepted, the Engineer will provide comments to the Contractor for incorporation. Provide a revised schedule based on the Engineer's comments, or reasons for not doing so, within 10 calendar days. The Engineer's review and acceptance of the project schedule is for conformance to the requirements of the Contract documents only and does not relieve the Contractor of any responsibility for meeting the interim milestone dates (if specified) or the Contract completion date. Review and acceptance does not expressly or by implication warrant, acknowledge, or admit the reasonableness of the logic or durations of the project schedule. If the Contractor fails to define any element of work, activity, or logic and the Engineer's review does not detect this omission or error, the Contractor is responsible for correcting the error or omission.

Submit an acceptable baseline schedule before the 90th calendar day from the work start date unless the time for submission is extended by the Engineer.

5.5.2.3. Progress Schedule. Maintain and submit the progress schedule monthly for use by the Contractor and the Engineer. Submit an electronic copy as it will become an as-built record of the daily progress achieved on the project. If continuous progress of an activity is interrupted for any reason except non-work periods (e.g., holidays, weekend, or interference from temperature or precipitation), then the activity will show the actual finish date as that date of the start of the interruption and the activity will be broken into a subsequent activity (or activities, based on the number of interruptions) similarly numbered with successive alpha character as necessary. The original duration of the subsequent activity will be that of the remaining duration of the original activity. Relationships of the subsequent activity will match those of the original activity so that the integrity of the project schedule logic is maintained. Once established, the original durations and actual dates of all activities must remain unchanged. Revisions to the schedule may be made as necessary.

The project schedule must be revised when changes in construction phasing and sequencing occur or other changes that cause deviation from the original project schedule occur. Any revisions to the schedule must be listed in the monthly update narrative with the purpose of the revision and description of the impact on the project schedule's critical path and project completion date. Create the schedule revision using the latest update before the start of the revision.

Monthly updating of the project schedule will include updating of:

- the actual start dates for activities started,
- the actual finish dates for activities completed,
- the percentage of work completed and remaining duration for each activity started but not yet completed, and
- the calendars to show days actual work was performed on the various work activities.

The cutoff day for recording monthly progress will be the last day of each month. Submit the updated project schedule no later than the 20th calendar day of the following month. The Engineer will evaluate the updated schedule within 5 calendar days of receipt and inform the Contractor if it has or has not been accepted. If the schedule is not accepted, the Engineer will provide comments to the Contractor for incorporation. Provide a revised schedule based on the Engineer's comments, or reasons for not doing so, within 5 calendar days.

Provide a brief narrative in a bulleted statement format for major items that have impacted the schedule. Notify the Engineer if resource-leveling is being used.

5.5.2.3.1. Project Schedule Summary Report (PSSR). When shown on the plans, provide the PSSR instead of the narrative required in Section 8L.5.5.2.3., "Progress Schedule." The PSSR includes a listing of major items that have impacted the schedule and a summary of progress in days ahead or behind schedule. Include an explanation of the project progress for the period represented on the form provided by the Owner.

5.5.3. Notice of Potential Time Impact. Submit a notice of potential time impact when a Contract time extension or adjustment of milestone dates may be justified or when directed.

Failure to provide this notice in the timeframes specified above will compromise the Owner's ability to mitigate the impacts, and the Contractor forfeits the right to request a time extension or adjustment of milestone dates unless the circumstances are such that the Contractor could not reasonably have had knowledge of the impact at the time.

5.5.4. Time Impact Analysis. When directed, provide a time impact analysis. A time impact analysis is an evaluation of the effects of impacts on the project. A time impact analysis consists of the following steps.

- Step 1. Establish the status of the project immediately before the impact.
- Step 2. Predict the effect of the impact on the schedule update used in Step 1.
- Step 3. Track the effects of the impact on the schedule during its occurrence.
- Step 4. Establish the status of the project after the impact's effect has ended and provide details identifying any mitigating actions or circumstances used to keep the project ongoing during the impact period.

Determine the time impact by comparing the status of the work before the impact (Step 1) to the prediction of the effect of the impact (Step 2), if requested, and to actual effects of the impact once it is complete (Step 4). Unless otherwise approved by the Engineer, Steps 1, 3, and 4 must be completed before consideration of a Contract time extension or adjustment of a milestone date will be provided. Time extensions will be considered only when delays that affect milestone dates or the Contract completion date are beyond the Contractor's control. Submit Step 4 no later than 15 calendar days after the impact's effects have ended or when all the information on the effect has been realized.

Submit one electronic backup copy of the complete time impact analysis and a copy of the full project schedule incorporating the time impact analysis. If the project schedule is revised after the submittal of a time impact analysis, but before its approval, indicate in writing the need for any modification to the time impact analysis.

The Engineer will review the time impact analysis upon completion of Step 4. If this review detects revisions or changes to the schedule that had not been performed and identified in a narrative, the Engineer may reject the time impact analysis. If the Engineer is in agreement with the time impact analysis, a change order may be issued to grant additional working days, or to adjust interim milestones. Once a change order has been executed, incorporate the time impact analysis into the project schedule. The time impact analysis may also be used to support the settlement of disputes and claims. Compensation related to the time impact analysis may be provided at the completion of the analysis or the completion of the project to determine the true role the impact played on the final completion.

6. FAILURE TO COMPLETE WORK ON TIME

The time established for the completion of the work is an essential element of the Contract. If the Contractor fails to complete the work within the number of working days specified, working days will continue to be charged. Failure to complete the Contract, callout work, or a work order within the number of working days specified, including any approved additional working days, will result in liquidated damages for each working day charged over the number of working days specified. The dollar amount specified in the Contract will be deducted from any money due or to become due the Contractor for each working day the Contract, callout work, or work order remains incomplete. This amount will be assessed not as a penalty but as liquidated damages. The amount assessed for non-site-specific Contracts will be based on the estimated amount for each work order unless otherwise shown in the Contract. The amount assessed for each callout will be as specified in the Contract.

7. DEFAULT OF CONTRACT

7.1. **Declaration of Default.** The Engineer may declare the Contractor to be in default of the Contract if the Contractor:

- fails to begin the work within the number of days specified;
- fails to prosecute the work to assure completion within the number of days specified;
- is uncooperative, disruptive, or threatening;
- fails to perform the work in accordance with the Contract requirements;
- neglects or refuses to remove and replace rejected materials or unacceptable work;
- discontinues the prosecution of the work without the Engineer's approval;
- makes an unauthorized assignment;
- fails to resume work that has been discontinued within a reasonable number of days after notice to do so;
- fails to conduct the work in an acceptable manner; or
- commits fraud or other unfixable conduct as determined by the Owner.

If any of these conditions occur, the Engineer will give notice in writing to the Contractor and the Surety of the intent to declare the Contractor in default. If the Contractor does not proceed as directed within 10 days after the notice, the Owner will provide written notice to the Contractor and the Surety to declare the Contractor to be in default of the Contract. If the Contractor provides the Owner written notice of voluntary default of the Contract, the Owner may waive the 10-day notice of intent to declare the Contractor in default and immediately provide written notice of default to the Contractor and the Surety. Calendar day charges will continue until completion of the Contract. The Owner may suspend work in accordance with Article 8L.4., "Temporary Suspension of Work or Working Day Charges," to investigate apparent fraud or other unfixable conduct before defaulting the Contractor. The Contractor may be subject to sanctions under the state and/or federal laws and regulations. A default may result in the application of remedial action by the Owner.

The Owner will determine the method used for the completion of the remaining work as follows.

- For Contracts without performance bonds, the Owner will determine the most expeditious and efficient way to complete the work and recover damages from the Contractor.
- For Contracts with performance bonds, the Owner will require the Contractor's Surety to complete the remaining work in accordance with the terms of the original Contract. A completing Contractor will be considered a subcontractor of the Surety. The Owner reserves the right to approve or reject proposed subcontractors. Work may resume after the Owner receives and approves Certificates of Insurance as required in Section 3.4.3., "Insurance." Certificates of Insurance may be issued in the name of the completing Contractor. The Surety is responsible for making every effort to expedite the resumption of work and completion of the Contract. The Owner may complete the work using any or all materials at the work locations that it deems suitable and acceptable. Any costs incurred by the Owner for the completion of the work under the Contract will be the responsibility of the Surety.

From the time of notification of the default until work resumes (either by the Surety or the Owner), the Owner will maintain traffic control devices and will do any other work it deems necessary, unless otherwise agreed upon by the Owner and the Surety. All costs associated with this work will be deducted from money due to the Surety.

The Owner will hold all money earned but not disbursed by the date of default. Upon resumption of the work after the default, all payments will be made to the Surety. All costs and charges incurred by the Owner resulting from the default, including the cost of completing the work under the Contract, costs of maintaining traffic control devices, costs for other work deemed necessary, and any applicable liquidated damages or disincentives will be deducted from money due the Contractor for completed work. If these costs exceed the sum that would have been payable under the Contract, the Surety will be liable and pay the Owner the balance of these costs in excess of the Contract price. In case the costs incurred by the Owner are less than

the amount that would have been payable under the Contract if the work had been completed by the Contractor, the Owner will be entitled to retain the difference.

Comply with Article 8L.2., "Subcontracting," and abide by the DBE commitments previously approved by the Owner. Section 8L.2.1., "Construction Contracts and Federally Funded Maintenance Contracts," is waived.

No markups as defined in Article 9L.7., "Payment for Extra Work and Force Account Method," will be allowed for the Surety.

7.2. Wrongful Default. If it is determined after the Contractor is declared in default, that the Contractor was not in default, the rights and obligations of all parties will be the same as if termination had been issued for the convenience of the public as provided in Article 8L.8., "Termination of Contract."

8. TERMINATION OF CONTRACT

The Owner may terminate the Contract in whole or in part whenever:

- the Contractor is prevented from proceeding with the work as a direct result of an executive order of the President of the United States or the Governor of the State;
- the Contractor is prevented from proceeding with the work due to a national emergency, or when the work to be performed under the Contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment, or labor as the result of an order or a proclamation of the President of the United States;
- the Contractor is prevented from proceeding with the work due to an order of any federal authority;
- the Contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining court order where the issuance of the restraining order is primarily caused by acts or omissions of persons or agencies other than the Contractor; or
- the Owner determines that termination of the Contract is in the best interest of the State or the public. This includes, but is not limited to, the discovery of significant hazardous material problems, right of way acquisition problems, or utility conflicts that would cause substantial delays or expense to the Contract.

8.1. Procedures and Submittals. The Owner will provide written notice to the Contractor of termination specifying the extent of the termination and the effective date. Upon notice, immediately proceed in accordance with the following:

- stop work as specified in the notice,
- place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete a critical portion of the Contract, as approved by the Engineer,
- terminate all subcontracts to the extent they relate to the work terminated,
- complete performance of the work not terminated,
- settle all outstanding liabilities and termination settlement proposals resulting from the termination of the Contract,
- create an inventory report, including all acceptable materials and products obtained for the Contract that have not been incorporated in the work that was terminated (include in the inventory report a description, quantity, location, source, cost, and payment status for each of the acceptable materials and products), and
- take any action necessary, or that the Engineer may direct, for the protection and preservation of the materials and products related to the Contract that are in the possession of the Contractor and in which the Owner has or may acquire an interest.

8.2. Settlement Provisions. Within 60 calendar days of the date of the notice of termination, submit a final termination settlement proposal, unless otherwise approved. The Engineer will prepare a change order that reduces the affected quantities of work and adds acceptable costs for termination. No claim for loss of

anticipated profits will be considered. The Owner will pay reasonable and verifiable termination costs, including:

- all work completed at the unit bid price and partial payment for incomplete work,
- the percentage of Item 500, “Mobilization,” equivalent to the percentage of work complete or actual cost that can be supported by cost records, whichever is greater,
- expenses necessary for the preparation of termination settlement proposals and support data;
- the termination and settlement of subcontracts,
- storage, transportation, restocking, and other costs incurred necessary for the preservation, protection, or disposition of the termination inventory, and
- other expenses acceptable to the Owner.

Item 9L
Measurement and Payment

1. MEASUREMENT OF QUANTITIES

The Engineer will measure all completed work using United States standard measures, unless otherwise specified.

1.1. Linear Measurement. Unless otherwise specified, all longitudinal measurements for surface areas will be made along the actual surface of the roadway and not horizontally. No deduction will be made for structures in the roadway with an area of 9 sq. ft. or less. For all transverse measurements for areas of base courses, surface courses, and pavements, the dimensions to be used in calculating the pay areas will be the neat dimensions and will not exceed those shown on the plans, unless otherwise directed.

1.2. Volume Measurement. Transport materials measured for payment by volume in approved hauling vehicles. Display a unique identification mark on each vehicle. Furnish information necessary to calculate the volume capacity of each vehicle. The Engineer may require verification of volume through weight measurement. Use body shapes that allow the capacity to be verified. Load and level the load to the equipment's approved capacity. Loads not hauled in approved vehicles may be rejected.

1.3. Weight Measurement. Transport materials measured for payment by weight or truck measure in approved hauling vehicles. Furnish certified measurements, tare weights, and legal gross weight calculations for all haul units. Affix a permanent, legible number on the truck and on the trailer to correspond with the certified information. Furnish certified weights of loaded haul units transporting material if requested.

The material will be measured at the point of delivery. The cost of supplying these volume and weight capacities is subsidiary to the pertinent Item. For measurement by the ton, in the field, provide measurements in accordance with Item 520, "Weighing and Measuring Equipment," except for Items where ton measurements are measured by standard tables.

The Engineer may reject loads and suspend hauling operations for overloading.

1.3.1. Hauling on Routes Accessible to the Traveling Public. For payment purposes on haul routes accessible to the traveling public:

- If the gross vehicle weight is less than the maximum allowed by state law, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the gross weight.
- If the gross vehicle weight is more than the maximum allowed by state law, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the maximum gross weight allowed.

1.3.2. Hauling on Routes Not Accessible to the Traveling Public. For payment purposes on haul routes that are not accessible to the traveling public where advance permission is obtained in writing from the Engineer:

- If the gross vehicle weight is less than the maximum allowed by the Engineer, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the gross weight.
- If the gross vehicle weight is more than the maximum allowed by the Engineer, the net weight of the load will be determined by deducting the tare weight of the vehicle from the maximum gross weight allowed.

2. PLANS QUANTITY MEASUREMENT

Plans quantities may or may not represent the exact quantity of work performed or material moved, handled, or placed during the execution of the Contract. The estimated bid quantities are designated as final payment quantities, unless revised by the governing specifications or this Article.

If the quantity measured as outlined under "Measurement" varies by more than 5% (or as stipulated under "Measurement" for specific Items) from the total estimated quantity for an individual Item originally shown in the Contract, an adjustment may be made to the quantity of authorized work done for payment purposes.

When quantities are revised by a change in design approved by the Owner, by change order, or to correct an error on the plans, the plans quantity will be increased or decreased by the amount involved in the change, and the 5% variance will apply to the new plans quantity.

If the total Contract quantity multiplied by the unit bid price for an individual Item is less than $250 and the Item is not originally a plans quantity Item, then the Item may be paid as a plans quantity Item if the Engineer and Contractor agree in writing to fix the final quantity as a plans quantity.

For Contracts with callout work and work orders, plans quantity measurement requirements are not applicable.

3. ADJUSTMENT OF QUANTITIES

The party to the Contract requesting the adjustment will provide field measurements and calculations showing the revised quantity. When approved, this revised quantity will constitute the final quantity for which payment will be made. Payment for revised quantity will be made at the unit price bid for that Item, except as provided for in Article 4L.4., "Changes in the Work."

4. SCOPE OF PAYMENT

Payment of the Contract unit price is full compensation for all materials, equipment, labor, tools, and supplies necessary to complete the Item of work under the Contract. Until final acceptance in accordance with Article 5L.12., "Final Acceptance," assume liability for completing the work according to the plans and specifications and any loss or damage arising from the performance of the work or from the action of the elements, infringement of patent, trademark, or copyright, except as provided elsewhere in the Contract.

The Owner will only pay for material incorporated into the work in accordance with the Contract. Payment of progress estimates will in no way affect the Contractor's obligation under the Contract to repair or replace any defective parts in the construction or to replace any defective materials used in the construction and to be responsible for all damages due to defects if the defects and damages are discovered on or before final inspection and acceptance of the work.

5. PROGRESS PAYMENTS

The Engineer will prepare a monthly estimate of the amount of work performed, including materials in place. Incomplete items of work may be paid at an agreed upon percentage approved by the Engineer. Payment of the monthly estimate is determined at the Contract item prices less any withholdings or deductions in accordance with the Contract. Progress payments may be withheld for failure to comply with the Contract.

It is the Owner's intent to pay a Contractor for work through the last working day of the month; however, the use of early cut-off dates for monthly estimates and MOH is a project management practice to manage workload at the local level. Approval for using early cut-off dates is at the Owner's discretion. The earliest cut-off date for pay applications is the 25th of the month.

6. PAYMENT FOR MATERIAL ON HAND (MOH)

If payment for MOH is desired, request compensation for the invoice cost of acceptable nonperishable materials that have not been used in the work before the request, and that have been delivered to the work location or are in acceptable storage places. Nonperishable materials are those that do not have a shelf life or whose characteristics do not materially change when exposed to the elements. Include only materials that have been sampled, tested, approved, or certified, and are ready for incorporation into the work. Only materials that are completely constructed or fabricated on the Contractor's order for a specific Contract and are so marked and on which an approved test report has been issued are eligible. Payment for MOH may include the following types of items: concrete traffic barrier, precast concrete box culverts, concrete piling, reinforced concrete pipe, and illumination poles. Any repairs required after fabricated materials have been approved for storage will require the Engineer's approval before being made and will be made at the Contractor's expense. Include only those materials and products, when cumulated under an individual item or similar bid items, that have an invoice cost of at least $1,000 in the request for MOH payment. (E.g., for MOH eligibility, various sizes of conductor are considered similar bid items and may be cumulated to meet the threshold; for small roadside signs, the sign supports, mounting bolts, and the sign face are considered one bid item or similar bid items for more than one pay item for sign supports.) Requests for MOH are to be submitted at least 2 days before but not later than the estimate cut-off date unless otherwise agreed. If there is a need to request MOH after the established cut-off date, the Owner can make accommodation as the need arises. This needed accommodation is to be the exception, though, and not the rule.

For Contracts with callout work and work orders, payment for MOH will only be made for materials authorized for purchase by the work order or by written approval of the Engineer.

If the request is acceptable, the Engineer will include payment for MOH in a progress payment. Payment for MOH does not constitute acceptance of the materials. Payment will not exceed the actual cost of the material as established by invoice, or the total cost for the associated item less reasonable placement costs, whichever is less. Materials for which the Contractor does not have a paid invoice within 60 days will not be eligible for payment and will be removed from the estimate. Payment may be limited to a portion of the invoice cost or unit price if shown elsewhere in the Contract. Payment for precast products fabricated or constructed by the Contractor for which invoices or freight bills are not available may be made based on statements of actual cost.

Submit the request on forms provided by the Owner. These forms may be electronically reproduced, provided they are in the same format and contain all the required information and certifications. Continue to submit monthly MOH forms until the total value of MOH is $0.

By submitting a request for MOH payment, the Contractor expressly authorizes the Owner to audit MOH records and to perform process reviews of the record-keeping system. If the Owner determines noncompliance with any of the requirements of this provision, the Owner may exclude payment for any or all MOH for the duration of the Contract.

Maintain all records relating to MOH payment until final acceptance. Provide these records to the Engineer upon request.

7. PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT METHOD

Payment for extra work directed, performed, and accepted will be made in accordance with Article 4L.4., "Changes in the Work." Payment for extra work may be established by agreed unit prices or by Force Account Method.

Agreed unit prices are unit prices that include markups and are comparable to recent bid prices for the same character of work. These unit prices may be established without additional breakdown justification.

When using Force Account Method, determine an estimated cost for the proposed work and establish labor and equipment rates and material costs. Maintain daily records of extra work and provide copies of these

records daily, signed by the Contractor's representative, for the Owner's verification. Request payment for the extra work no later than the 10th day of the month following the month in which the work was performed. Include copies of all applicable invoices. If the extra work to be performed has an estimated cost of less than $10,000, submit for approval and payment an invoice of actual cost for materials, equipment, labor, tools, and incidentals necessary to complete the extra work. When added work requires mobilization that is exclusive to the added work, mobilization may be added to the force account invoice for payment.

7.1. Markups. Payment for extra work may include markups as compensation for the use of small tools, overhead expense, and profit.

7.1.1. Labor. Compensation will be made for payroll rates for each hour that the labor and foremen or others approved by the Engineer are actually engaged in the work. In no case will the rate of wages be less than the minimum shown in the Contract for a particular category. An additional 25% of this sum will be paid as compensation for overhead, superintendence, profit, and small tools.

7.1.2. Insurance and Taxes. An additional 55% of the labor cost, excluding the 25% compensation provided in Section 9L.7.1.1., "Labor," will be paid as compensation for labor insurance and labor taxes including the cost of premiums on non-project-specific liability (excluding vehicular) insurance, workers compensation insurance, Social Security, unemployment insurance taxes, and fringe benefits.

7.1.3. Materials. Compensation will be made for materials associated with the work based on actual delivered invoice costs, less any discount. An additional 25% of this sum will be paid as compensation for overhead and profit.

7.1.4. Equipment. Payment will be made for the established equipment hourly rates for each hour that the equipment is involved in the work. An additional 15% of this sum will be paid as compensation for overhead and profit not included in the rates.

Transportation cost for mobilizing equipment will be included if the equipment is mobilized from an offsite location.

7.1.4.1. Contractor-Owned Equipment. For Contractor-owned machinery, trucks, power tools, or other equipment, use the FHWA rental rates found in Equipment Watch multiplied by the regional adjustment factor and the rate adjustment factor to establish hourly rates. Use the rates in effect for each section of Equipment Watch at the time of use.

If a rate has not been established for a particular piece of equipment in Equipment Watch, the Engineer will allow a reasonable hourly rate. This price will include operating costs.

Payment for equipment will be made for the actual hours used in the work. The Owner reserves the right to withhold payment for low production or lack of progress. Payment will not be made for time lost for equipment breakdowns, time spent to repair equipment, or time after equipment is no longer needed.

If equipment is used intermittently while dedicated solely to the work, payment will be made for the duration the equipment is assigned to the work but no more than 8 hr. will be paid during a 24-hr. day, nor more than 40 hr. per week, nor more than 176 hr. per month, except when time is computed using a 6-day or 7-day workweek. When using a 6-day workweek, no more than 8 hr. will be paid during a 24-hr. day, nor more than 48 hr. per week, nor more than 211 hr. per month. When using a 7-day workweek, no more than 8 hr. will be paid during a 24-hr. day, nor more than 56 hr. per week, nor more than 246 hr. per month.

7.1.4.2. Equipment Not Owned by the Contractor. For equipment rented from a third party not owned by the Contractor, payment will be made at the invoice daily rental rate for each day the equipment is needed for the work. The Owner reserves the right to limit the daily rate to comparable FHWA rental rates found in Equipment Watch multiplied by the regional adjustment factor and the rate adjustment factor. When the invoice specifies that the rental rate does not include fuel, lubricants, repairs, and servicing, the Equipment Watch hourly operating cost for each hour the equipment is operated will be added.

When the invoice specifies equipment operators as a component of the equipment rental, payment will be made at the invoice rate for each operator for each day the equipment is needed for the work.

7.1.4.3. Standby Equipment Costs. Payment for standby equipment will be made in accordance with Section 9L.7.1.4., "Equipment." The 15% markup will be paid when standby is associated with extra work but will not be paid when standby is associated with damages.

7.1.4.3.1. Contractor-Owned Equipment. For Contractor-owned equipment:

- Standby will be paid at 50% of the monthly Equipment Watch rate after the regional and age adjustment factors have been applied. Operating costs will not be allowed. Calculate the standby rate as follows.

  Standby rate = (FHWA hourly rate - operating costs) × 50%

- If an hourly rate is needed, divide the monthly Equipment Watch rate by 176.
- No more than 8 hr. of standby will be paid during a 24-hr. day period, nor more than 40 hr. per week.
- Standby costs will not be allowed during periods when the equipment would have otherwise been idle.

7.1.4.3.2. Equipment Not Owned by the Contractor. For equipment rented from a third party not owned by the Contractor:

- Standby will be paid at the invoice daily rental rate, excluding operating cost, which includes fuel, lubricants, repairs, and servicing. The Owner reserves the right to limit the daily standby rate to comparable FHWA rental rates found in Equipment Watch multiplied by the regional adjustment factor and the rate adjustment factor.
- Standby will be paid for equipment operators when included on the invoice and equipment operators are actually on standby.
- Standby costs will not be allowed during periods when the equipment would have otherwise been idle.

7.1.5. Subcontracting. An additional 5% of the actual invoice cost will be paid to the Contractor as compensation for administrative cost and profit.

7.1.6. Law Enforcement Personnel. An additional 5% of the actual invoice cost will be paid as compensation for administrative costs and profit.

7.1.7. Railroad Flaggers. An additional 5% of the actual invoice cost will be paid as compensation for administrative cost and profit.

7.1.8. Bond Cost. An additional 1% of the total compensation provided in Article 9.7., "Payment for Extra Work and Force Account Method," will be paid for the increase in bond.

8. RETAINAGE

The Owner will not withhold retainage on the Contractor. The Contractor may withhold retainage on subcontractors in accordance with state and federal regulations.

9. PAYMENT PROVISIONS FOR SUBCONTRACTORS

For the purposes of this Article only, the term subcontractor includes suppliers, and the term work includes materials provided by suppliers at a location approved by the Engineer.

These requirements apply to all tiers of subcontractors. Incorporate the provisions of this Article into all subcontract or material purchase agreements.

Pay subcontractors for work performed within 10 days after receiving payment from the Owner.

Pay any retainage on a subcontractor's work within 10 days after satisfactory completion of all the subcontractor's work. Completed subcontractor work includes vegetative establishment, test, maintenance, performance, and other similar periods that are the responsibility of the subcontractor.

For the purpose of this Section, satisfactory completion is accomplished when:

- the subcontractor has fulfilled the Contract requirements of both the Owner and the subcontract for the subcontracted work, including the submittal of all information required by the Contract and the Owner, and
- the work done by the subcontractor has been inspected, approved, and paid by the Owner.

Provide a certification of prompt payment to certify that all subcontractors and suppliers were paid from the previous month's payments and retainage was released for those whose work is complete. Submit the certification in the manner prescribed by the Owner each month and the month following the month when final acceptance occurred.

The inspection and approval of a subcontractor's work does not eliminate the Contractor's responsibilities for the work as defined in Article 7L.17., "Contractor's Responsibility for Work."

10. FINAL PAYMENT

When the Contract has been completed, all work has been approved, final acceptance has been made in accordance with Article 5L.12., "Final Acceptance," and Contractor submittals have been received, the Engineer will prepare a final estimate for payment showing the total quantity of work completed and the money owed the Contractor. The final payment will reflect the entire sum due, less any sums previously paid.

Item 100
Preparing Right of Way

1. DESCRIPTION

Prepare the right of way and designated easements for construction operations by removing and disposing of all obstructions when removal of such obstructions is not specifically shown on the plans to be paid by other Items.

2. MATERIALS

Furnish materials in conformance with the plans and Specifications.

3. CONSTRUCTION

Protect designated features on the right of way and prune trees and shrubs as directed. Do not park equipment, service equipment, store materials, or disturb the root area under the branches of trees designated for preservation. Follow all local and state regulations when burning. Pile and burn brush at approved locations as directed. Spread mulched material at approved locations as directed. Handle hazardous materials in accordance with Article 6.10., "Hazardous Materials."

Clear areas shown on the plans of all obstructions, except those landscape features that are to be preserved. Such obstructions include remains of houses and other structures, foundations, floor slabs, concrete, brick, lumber, plaster, septic tank drain fields, basements, abandoned utility pipes or conduits, equipment, fences, retaining walls, and other items as specified on the plans. Remove vegetation and other landscape features not designated for preservation, curb and gutter, driveways, paved parking areas, miscellaneous stone, sidewalks, drainage structures, manholes, inlets, abandoned railroad tracks, scrap iron, and debris, whether above or below ground. Remove culverts, storm sewers, manholes, and inlets in proper sequence to maintain traffic and drainage. Removal of live utility facilities is not included in this Item.

Perform tree and brush removal and trimming in accordance with Article 752.4, "Work Methods."

Notify the Engineer in writing when items not shown on the plans and not reasonably detectable (buried with no obvious indication of presence) are encountered and required to be removed. These items will be handled in accordance with Article 4.5., "Differing Site Conditions."

Remove obstructions not designated for preservation to 2 ft. below natural ground in areas receiving embankment. Remove obstructions to 2 ft. below the excavation level in areas to be excavated. Remove obstructions to 1 ft. below natural ground in all other areas. Remove trees and stumps to 6 in. below ground level. Plug the remaining ends of abandoned underground structures over 3 in. in diameter using concrete to form a tight closure. Backfill, compact, and restore areas where obstructions have been removed unless otherwise directed. Use approved material for backfilling. Dispose of wells in accordance with Item 103, "Disposal of Wells."

Accept ownership, unless otherwise directed, and dispose of removed materials and debris at locations off the right of way in conformance with local, state, and federal requirements.

3.1. **Tree Protection**. Install tree protection for trees designated for preservation. Unless otherwise shown on the plans, install tree protection along the drip line of the trees using 4-ft. tall chain link fencing with line posts no more than 10 ft. apart. Install tree protection before beginning work.

4. MEASUREMENT

This Item will be measured by the acre; by the 100-ft. station, regardless of the width of the right of way; or by each tree removed.

Tree removal diameter will be measured in accordance with Article 752.5, "Measurement."

Tree protection will be measured by the acre of trees protected, by the foot of fencing, or by each tree protected.

5. PAYMENT

For "acre" and "station" measurement, the work performed in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Preparing Right of Way." For "each" measurement, the work performed in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Preparing Right of Way (Tree)" of the diameter specified. This price is full compensation for removal and trimming of designated trees and shrubs; removal and disposal of structures and obstructions; backfilling of holes; furnishing and placing concrete for plugs; and equipment, labor, tools, and incidentals.

Total payment of this Item will not exceed 10% of the original Contract amount until final acceptance. The remainder will be paid on the estimate after final acceptance in accordance with Article 5.12., "Final Acceptance."

5.1. **Tree Protection**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows.

5.1.1. **Subsidiary Work**. The following will not be measured or paid for directly, but will be subsidiary to "Tree Protection":

- protection for Contractor project-specific locations inside and outside the right of way;
- repair to areas to be protected that are damaged by Contractor operations;
- removal and re-installation of devices and features needed for the convenience of the Contractor;
- finish grading and dressing upon removal of the protection; and
- minor adjustments, including, but not limited to, plumbing posts and re-attaching protection.

5.1.2. **Installation**. Installation will be paid for as "Tree Protection (Install)." This price is full compensation for furnishing and operating equipment and for labor, materials, tools, and incidentals.

5.1.3. **Removal**. Removal will be paid for as "Tree Protection (Remove)." This price is full compensation for furnishing and operating equipment and for proper disposal, labor, materials, tools, and incidentals.

Item 104
Removing Concrete

1. DESCRIPTION

Break, remove, and salvage or dispose of existing hydraulic cement concrete.

2. CONSTRUCTION

Remove existing hydraulic cement concrete from locations shown on the plans. Avoid damaging concrete that will remain in place. Saw-cut and remove the existing concrete to neat lines. Replace any concrete damaged by the Contractor at no expense to the Department. Accept ownership and properly dispose of broken concrete in conformance with federal, state, and local regulations unless otherwise shown on the plans.

3. MEASUREMENT

Removing concrete pavement, floors, porches, patios, riprap, medians, foundations, sidewalks, driveways, and other appurtenances will be measured by the square yard (regardless of thickness) or by the cubic yard of calculated volume, in its original position.

Removing curb, curb and gutter, and concrete traffic barrier will be measured by the foot in its original position. The removal of monolithic concrete curb or dowelled concrete curb will be included in the concrete pavement measurement.

Removing retaining walls will be measured by the square yard along the front face from the top of the wall to the top of the footing.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., “Plans Quantity Measurement.” Additional measurements or calculations will be made if adjustments of quantities are required.

4. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for “Removing Concrete” of the type specified. This price is full compensation for breaking the concrete; loading, hauling, and salvaging or disposing of the material; and equipment, labor, tools, and incidentals.

Removing retaining wall footings will not be measured or paid for directly but will be subsidiary to this Item.

Item 110
Excavation

1. DESCRIPTION

Excavate areas as shown on the plans or as directed. Remove materials encountered to the lines, grades, and typical sections shown on the plans and cross-sections.

2. MATERIALS

Accept ownership of unsuitable or excess material and dispose of material in conformance with local, state, and federal regulations, at locations outside the right of way.

3. CONSTRUCTION

Maintain drainage in the excavated area to avoid damage to the roadway section. Correct any damage to the subgrade caused by weather at no additional cost to the Department.

Shape slopes to avoid loosening material below or outside the proposed grades. Remove and dispose of slides or slope failures as directed.

Excavate to the grade and sections shown on the plans. Manipulate and compact subgrade in accordance with Section 132.3.4., "Compaction Methods," unless excavation is to clean homogenous rock at final grade.

Correct unsuitable material encountered at or below subgrade as directed.

3.1. **Rock Cuts**. Use approved embankment material compacted in accordance with Section 132.3.4., "Compaction Methods," to replace undercut material at no additional cost if excavation extends below the grade shown on the plans.

3.2. **Earth Cuts**. Scarify remaining material to a depth at least 6 in. below the grade shown on the plans in areas where pavement structure will be placed. Compact subgrade in accordance with Section 132.3.4., "Compaction Methods."

3.3. **Acceptance Criteria**.

3.3.1. **Grade Tolerances**.

3.3.1.1. **Staged Construction**. Grade to within 1.25 in. in the cross-section and 1.25 in. in 16 ft. measured longitudinally.

3.3.1.2. **Turnkey Construction**. Grade to within 0.5 in. in the cross-section and 0.5 in. in 16 ft. measured longitudinally.

4. MEASUREMENT

This Item will be measured by the cubic yard in its original position as computed by the method of average end areas or as shown on the plans.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Limits of measurement for excavation in retaining wall areas will be as shown on the plans.

Shrinkage or swelling factors will not be considered in determining the calculated quantities.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Excavation (Roadway)," "Excavation (Channel)," "Excavation (Special)," or "Excavation (Roadway and Channel)." This price is full compensation for authorized excavation; drying; undercutting subgrade in rock cuts and reworking or replacing the undercut material; hauling; disposal of material not used elsewhere on the project; scarification and compaction; and equipment, labor, materials, tools, and incidentals.

Drying subgrade deeper than 6 in. below grade as shown on the plans will be paid for in accordance with Article 9.7., "Payment for Extra Work and Force Account Method." Excavation and replacement of unsuitable material below grade as shown on the plans will be performed and paid for in conformance with the applicable bid items. However, if Item 132, "Embankment," is not included in the Contract, payment for replacement of unsuitable material will be paid for in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

Removing, reworking, reshaping, or re-laying existing pavement structure will be paid for in conformance with the appropriate Item.

When a slide or slope failure not due to the Contractor's negligence or operation occurs, payment for removal and disposal of the slide material will be in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

Excavation in backfill areas of retaining walls will not be measured or paid for directly, but will be subsidiary to pertinent Items.

Item 132
Embankment

1. DESCRIPTION

Furnish, place, and compact materials for construction of roadways, embankments, levees, dikes, or any designated section of the roadway where additional material is required.

2. MATERIALS

Furnish approved material capable of forming a stable embankment from required excavation in the areas shown on the plans or from sources outside the right of way. Provide one or more of the following types as shown on the plans.

- **Type A**. Granular material that is free of vegetation or other objectionable material and meets the requirements shown in Table 1.

Table 1
Testing Requirements

Property	Test Method	Specification Limit
Liquid limit	Tex-104-E	≤45
Plasticity index (PI)	Tex-106-E	≤15
Bar linear shrinkage	Tex-107-E	≥2

Perform the linear shrinkage test only as indicated in Tex-104-E.

- **Type B**. Materials such as rock, loam, clay, or other approved materials.
- **Type C**. Material meeting the specification requirements shown on the plans. Type C may be further designated as Type C1, C2, etc.
- **Type D**. Material from required excavation areas shown on the plans.

Meet the requirements of the pertinent retaining wall Items for retaining wall backfill material.

3. CONSTRUCTION

Meet the requirements of Item 7, “Legal Relations and Responsibilities,” when off right of way sources are used. Notify the Engineer before opening a material source to allow for required testing. Complete preparation of the right of way in accordance with Item 100, “Preparing Right of Way,” for areas to receive embankment.

Backfill tree-stump holes or other minor excavations with approved material and tamp. Restore the ground surface, including any material disked loose or washed out, to its original slope. Compact the ground surface by sprinkling in accordance with Item 204, “Sprinkling,” and by rolling using equipment complying with Item 210, “Rolling,” when directed.

Scarify and loosen the unpaved surface areas, except rock, to a depth of at least 6 in. unless otherwise shown on the plans. Bench slopes before placing material. Begin placement of material at the toe of slopes. Do not place trees, stumps, roots, vegetation, or other objectionable material in the embankment. Simultaneously recompact scarified material with the placed embankment material. Do not exceed the layer depth specified in Section 132.3.4., “Compaction Methods.”

Construct embankments to the grade and sections shown on the plans. Construct the embankment in layers approximately parallel to the finished grade for the full width of the individual roadway cross-sections unless otherwise shown on the plans. Ensure that each section of the embankment conforms to the detailed sections or slopes. Maintain the finished section, density, and grade until the project is accepted.

3.1. **Earth Embankments**. Earth embankment is mainly composed of material other than rock. Construct embankments in successive layers, evenly distributing materials in lengths suited for sprinkling and rolling.

Obtain approval to incorporate rock and broken concrete produced by the construction project in the lower layers of the embankment. Place the rock and concrete outside the limits of the completed roadbed when the size of approved rock or broken concrete exceeds the layer thickness requirements in Section 132.3.4., "Compaction Methods." Cut and remove all exposed reinforcing steel from the broken concrete.

Move the material dumped in piles or windrows by blading or by similar methods and incorporate it into uniform layers. Featheredge or blend abutting layers of dissimilar material for at least 100 ft. to ensure there are no abrupt changes in the material. Break down clods or lumps of material.

Apply water free of industrial wastes and other objectionable matter to achieve the uniform moisture content specified for compaction.

Roll and sprinkle each embankment layer in accordance with Section 132.3.4.1., "Ordinary Compaction," when ordinary compaction is specified. Compact the layer to the required density in accordance with Section 132.3.4.2., "Density and Moisture Control," when density control is specified.

3.2. **Rock Embankments**. Rock embankment is mainly composed of rock. Construct rock embankments in successive layers for the full width of the roadway cross-section with a depth of 18 in. or less. Increase the layer depth for large rock sizes as approved. Do not exceed a depth of 2-1/2 ft. in any case. Fill voids created by the large stone matrix with smaller stones during the placement and filling operations.

Ensure the depth of the embankment layer is greater than the maximum dimension of any rock. Do not place rock greater than 2 ft. in its maximum dimension, unless otherwise approved. Construct the final layer with graded material so that the density and uniformity are in accordance with Section 132.3.4., "Compaction Methods." Break up exposed oversized material as approved.

Roll and sprinkle each embankment layer in accordance with Section 132.3.4.1., "Ordinary Compaction," when ordinary compaction is specified. Compact each layer to the required density in accordance with Section 132.3.4.2., "Density and Moisture Control," when density control is specified. Proof-roll each rock layer as directed, where density testing is not possible, in accordance with Item 216, "Proof Rolling," to ensure proper compaction.

3.3. **Embankments Adjacent to Culverts and Bridges**. Compact embankments adjacent to culverts and bridges in accordance with Item 400, "Excavation and Backfill for Structures."

3.4. **Compaction Methods**. Begin rolling longitudinally at the sides and proceed toward the center, overlapping on successive trips by at least 1/2 the width of the roller. Begin rolling at the lower side and progress toward the high side on superelevated curves. Alternate roller trips to attain slightly different lengths. Compact embankments in accordance with Section 132.3.4.1., "Ordinary Compaction," or Section 132.3.4.2., "Density and Moisture Control," as shown on the plans.

3.4.1. **Ordinary Compaction**. Use approved rolling equipment complying with Item 210, "Rolling," to compact each layer. Use specific equipment when required by the Engineer or as shown on the plans. Do not allow the loose depth of any layer to exceed 8 in., unless otherwise approved. Bring each layer to the moisture content directed before and during rolling operations. Compact each layer until there is no evidence of further consolidation. Maintain a level layer to ensure uniform compaction. Recompact and refinish the subgrade at no additional expense to the Department if the required stability or finish is lost for any reason.

3.4.2. **Density and Moisture Control**. Compact each layer to the required density using equipment complying with Item 210. Determine the maximum lift thickness based on the ability of the compacting operation and equipment to meet the required density. Do not exceed layer thickness of 16 in. loose or 12 in. compacted material unless otherwise approved. Maintain a level layer to ensure uniform compaction.

The Engineer will use Tex-114-E to determine the maximum dry density (D_a) and optimum moisture content (W_{opt}). Meet the requirements for field density and moisture content shown in Table 2 unless otherwise shown on the plans.

Table 2
Field Density Control Requirements

Description	Density	Moisture Content
	Tex-115-E	
PI ≤15	≥98% D_a	–
15 <PI ≤35	≥98% D_a and ≤102% D_a	≥$W_{opt.}$
PI> 35	≥ 95%D_a and ≤100% D_a	≥$W_{opt.}$

Each layer is subject to testing by the Engineer for density and moisture content. Each layer must be brought to the moisture content necessary to obtain the required density and placed in a manner to ensure uniform compaction over the entire layer. The density and moisture contents for the descriptions shown in Table 2 are illustrated in the Moisture-Density Curve of Tex-114-E.

Provide the Engineer with the beginning and ending station numbers of the area completed for testing. The Engineer will determine roadway density and moisture content of completed sections in accordance with Tex-115-E, Part I. The Engineer will determine random locations for testing in accordance with Tex-115-E, Part IV. When the density is less than the required density shown in Table 2, the Engineer may perform additional testing to determine the extent of the area to correct.

Remove small areas of the layer to allow for density tests as required. Replace the removed material and recompact at no additional expense to the Department. Proof-roll in accordance with Item 216, when shown on the plans or as directed. Correct soft spots as directed.

3.5. **Maintenance of Moisture and Reworking**. Maintain the density and moisture content once all requirements shown in Table 2 are met. Maintain the moisture content no lower than 4% below optimum for soils with a PI greater than 15. Rework the material to obtain the specified compaction when the material loses the required stability, density, moisture, or finish. Alter the compaction methods and procedures on subsequent work to obtain specified density as directed.

3.6. **Acceptance Criteria**.

3.6.1. **Grade Tolerances**.

3.6.1.1. **Staged Construction**. Grade to within 1.25 in. in the cross-section and 1.25 in. in 16 ft. measured longitudinally.

3.6.1.2. **Turnkey Construction**. Grade to within 0.5 in. in the cross-section and 0.5 in. in 16 ft. measured longitudinally.

3.6.2. **Gradation Tolerances**. Ensure no more than one of the five most recent gradation tests is outside the specified limits on any individual sieve by more than 5% when gradation requirements are shown on the plans.

3.6.3. **Density Tolerances**. Ensure no more than one of the five most recent density tests for compaction work is outside the specified density limits and no test is outside the limits by more than 3 pcf.

3.6.4. **Plasticity Tolerances**. Ensure no more than one of the five most recent PI tests for material is outside the specified limit by more than 2 points.

4. MEASUREMENT

Shrinkage or swell factors are the Contractor's responsibility. When shown on the plans, factors are for informational purposes only.

Measurement of retaining wall backfill in embankment areas will be paid for as embankment unless otherwise shown on the plans. Limits of measurement for embankment in retaining wall areas are shown on the plans.

Embankment will be measured by the cubic yard. Measurement will be further defined for payment as follows.

4.1. **Final**. The cubic yard will be measured in its final position using the average end area method or as shown on the plans. The volume is computed between the original ground surface or the surface upon which the embankment is to be constructed and the lines, grades, and slopes of the embankment. In areas of salvaged topsoil, payment for embankment will be made in accordance with Item 160, "Topsoil." Shrinkage or swell factors will not be considered in determining the calculated quantities.

When measured by the cubic yard in its final position, this is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

4.2. **Original**. The cubic yard will be measured in its original and natural position using the average end area method or as shown on the plans.

4.3. **Vehicle**. The cubic yard will be measured in vehicles at the point of delivery.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Embankment (Final)," "Embankment (Original)," or "Embankment (Vehicle)" of the compaction method and type specified. This price is full compensation for furnishing embankment; hauling; placing, compacting, finishing, and reworking; disposal of waste material; and equipment, labor, tools, and incidentals.

When proof rolling is directed, it will be paid for in accordance with Item 216.

All sprinkling and rolling, except proof rolling, will not be paid for directly, but will be subsidiary to this Item, unless otherwise shown on the plans.

In fill sections, excavation and replacement of unsuitable material below existing elevations will be performed and paid for in conformance with the applicable bid items. However, if Item 110, "Excavation," is not included in the Contract, payment for replacement of unsuitable material will be paid for in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade will be at the Contractor's expense. Where subgrade is not constructed under this Contract, correction of soft spots in the subgrade will be paid for in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

When rework, removal, or scarification is required for existing pavement structure that will remain, it will be measured and paid for as shown on the plans for the appropriate type.

Item 160
Topsoil

1. DESCRIPTION

Furnish and place topsoil to the depths and on the areas shown on the plans.

2. MATERIALS

Use easily cultivated, fertile topsoil that is free of objectionable material and resists erosion. Obtain topsoil from the right of way at sites of proposed excavation or embankment when specified on the plans, or as directed. Secure additional topsoil, if necessary, from approved sources outside the right of way in accordance with Article 7.7., "Preservation of Cultural and Natural Resources and the Environment." Ensure that the topsoil obtained from sites outside the right of way has a pH of 5.5–8.5, per Tex-128-E. Topsoil is subject to testing by the Engineer. Furnish water in accordance with Article 168.2., "Materials."

3. CONSTRUCTION

Remove and dispose of objectionable material from the topsoil source before beginning the work. Stockpile topsoil, when necessary, in a windrow at designated locations along the right of way line or as directed. Keep source and stockpile areas drained during topsoil removal and leave them in a neat condition when removal is complete. Scarify the area to a depth of 4 in. before placing topsoil. Spread the topsoil to a uniform loose cover at the thickness specified. Place and shape the topsoil as directed. Water and roll the topsoil using a light roller or other suitable equipment.

4. MEASUREMENT

This Item will be measured by the 100-ft. station along the baseline of each roadbed, by the square yard, or by the cubic yard in vehicles at the point of delivery.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Furnishing and Placing Topsoil" of the depth specified on the plans (except for measurement by the cubic yard). This price is full compensation for securing necessary sources and royalties; furnishing topsoil; excavation, loading, hauling, stockpiling, and placing; watering; rolling; and equipment, labor, materials, tools, and incidentals. Limits of excavation and embankment for payment are shown in Figure 1.

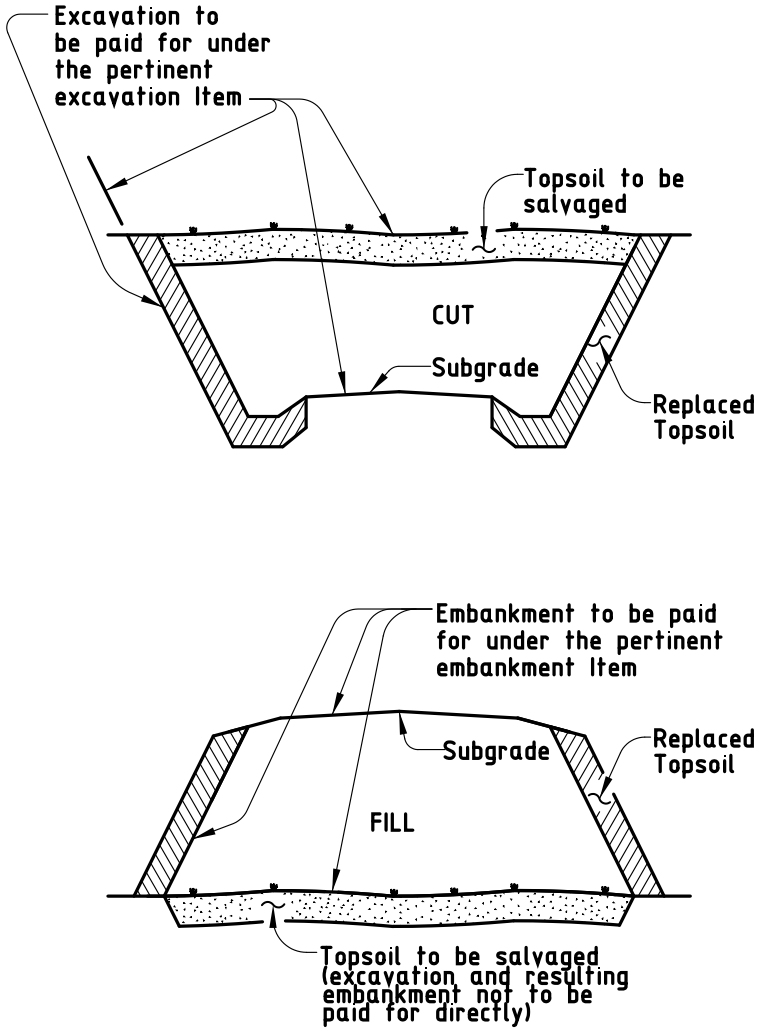


Figure 1
Roadway Cross-Sections Showing Payment for Excavation and Embankment

Item 162
Sodding for Erosion Control

1. DESCRIPTION

Provide and install grass sod as shown on the plans or as directed.

2. MATERIALS

Use live, growing grass sod of the type specified on the plans. Use grass sod with a healthy root system and dense matted roots throughout the soil of the sod for a minimum thickness of 1 in. Do not use sod from areas where the grass is thinned out. Keep sod material moist from the time it is dug until it is planted. Grass sod with dried roots is unacceptable.

2.1. **Block Sod**. Use block, rolled, or solid sod free of noxious weeds, Johnson grass, other grasses, or any matter deleterious to the growth and subsistence of the sod.

2.2. **Mulch Sod**. Use mulch sod from an approved source, free of noxious weeds, Johnson grass, other grasses, or any matter deleterious to the growth and subsistence of the sod.

2.3. **Fertilizer**. Furnish fertilizer in accordance with Article 166.2., "Materials."

2.4. **Water**. Furnish water in accordance with Article 168.2., "Materials."

2.5. **Mulch**. Use straw mulch consisting of oat, wheat, or rice straw or hay mulch of either Bermudagrass or prairie grasses. Use straw or hay mulch free of Johnson grass and other noxious and foreign materials. Keep the mulch dry and do not use molded or rotted material.

2.6. **Tacking Methods**. Use a tacking agent applied in conformance with the manufacturer's recommendations or by a crimping method on all straw or hay mulch operations. Use tacking agents as approved or as specified on the plans.

3. CONSTRUCTION

Scarify the area to a depth of 4 in. before placing the sod. Plant the sod specified and mulch, if required, after the area has been completed to lines and grades as shown on the plans. Apply fertilizer uniformly over the entire area in accordance with Article 166.3., "Construction," and water in accordance with Article 168.3., "Construction." Plant between the average date of the last freeze in the spring and 6 weeks before the average date for the first freeze in the fall in accordance with the *Texas Almanac* for the project area.

3.1. **Sodding Types**.

3.1.1. **Spot Sodding**. Use only Bermudagrass sod. Create furrows parallel to the roadway, approximately 5 in. deep and on 18-in. centers. Sod a continuous row not less than 3 in. wide in the two furrows adjacent to the roadway. Place 3-in. squares of sod on 15-in. centers in the remaining furrows. Place sod so that the root system will be completely covered by the soil. Firm all sides of the sod with the soil without covering the sod with soil.

3.1.2. **Block Sodding**. Place sod over the prepared area. Roll or tamp the sodded area to form a thoroughly compacted, solid mat filling all voids in the sodded area with additional sod. Trim and remove all visible netting and backing materials. Keep sod along edges of curbs, driveways, and walkways trimmed until acceptance.

3.1.3. **Mulch Sodding**. Mow sod source to no shorter than 4 in., and rake and remove cuttings. Disk the sod in two directions, cutting the sod to a minimum of 4 in. Excavate the sod material to a depth of no more than 6 in. Keep excavated material moist, or it will be rejected. Distribute the mulch sod uniformly over the area to a depth of 6 in. loose, unless otherwise shown on the plans, and roll using a light roller or other suitable equipment.

Add or reshape the mulch sod to meet the requirements of Section 162.3.2., "Finishing."

3.2. **Finishing**. Smooth and shape the area after planting to conform to the desired cross-sections. Spread any excess soil uniformly over adjacent areas or dispose of the excess soil as directed.

3.3. **Straw or Hay Mulch**. Apply straw or hay mulch for "Spot Sodding" and "Mulch Sodding" uniformly over the area as shown on the plans. Apply straw or hay mulch in accordance with Section 164.3.6., "Straw or Hay Mulching." Apply tack in accordance with Section 162.2.6., "Tacking Methods."

4. MEASUREMENT

"Spot Sodding," "Block Sodding," and "Straw or Hay Mulch" will be measured by the square yard in its final position. "Mulch Sodding" will be measured by the square yard in its final position or by the cubic yard in vehicles as delivered to the planting site.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Spot Sodding," "Block Sodding," "Straw or Hay Mulch," or "Mulch Sodding." This price is full compensation for securing a source, excavation, loading, hauling, placing, rolling, finishing, furnishing materials, equipment, labor, tools, supplies, and incidentals.

Fertilizer will not be paid for directly but will be subsidiary to this Item.

Water for irrigating the sodded area, when specified, will be paid for in accordance with Item 168, "Vegetative Watering." Water for maintaining and preparing the sod before planting will not be paid for directly but will be subsidiary to this Item.

Item 168
Vegetative Watering

1. DESCRIPTION

Provide and distribute water to promote growth of vegetation as directed.

2. MATERIALS

Use water that is clean and free of industrial wastes and other substances harmful to the growth of vegetation.

3. CONSTRUCTION

Apply water when directed. Furnish and operate equipment to distribute water at a uniform and controllable rate. Ensure that watering does not erode soil or plantings. Apply water in the required quantity where shown on the plans or as directed.

4. MEASUREMENT

This Item will be measured by the 1,000 gal. (TGL) of water as applied.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Vegetative Watering." This price is full compensation for furnishing and operating watering equipment and measuring devices and for furnishing and applying water, including hauling, equipment, labor, and incidentals.

Item 500
Mobilization

1. DESCRIPTION

Establish and remove offices, plants, and facilities. Move personnel, equipment, and supplies to and from the project or the vicinity of the project site to begin work or complete work on Contract Items. Bonds and insurance are required for performing mobilization.

For Contracts with emergency mobilization, provide a person and method of contact available 24 hr. per day, 7 days per week, unless otherwise shown on the plans. The time of notice will be the transmission time of the written notice or notice provided orally by the Department's representative.

2. MEASUREMENT

This Item will be measured by the lump sum or each as the work progresses. Mobilization is calculated on the base bid only and will not be paid for separately on any additive alternate items added to the Contract.

3. PAYMENT

For this Item, the adjusted Contract amount will be calculated as the total Contract amount less the lump sum for mobilization. Material on hand will not be considered as a construction item earned when calculating mobilization payment. Except for Contracts with callout or emergency work, mobilization will be paid in partial payments as follows.

- Payment will be made upon presentation of a paid invoice for the payment or performance bonds and required insurance.
- Payment will be made upon verification of documented expenditures for plant and facility setup. The combined amount for all these facilities will be no more than 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less.
- When 1% of the adjusted Contract amount for construction Items is earned, 50% of the mobilization lump sum bid or 5% of the total Contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount.
- When 5% of the adjusted Contract amount for construction Items is earned, 75% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid. Previous payments under the Item will be deducted from this amount.
- When 10% of the adjusted Contract amount for construction Items is earned, 90% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount.
- Upon final acceptance, 97% of the mobilization lump sum bid will be paid. Previous payments under this Item will be deducted from this amount.
- Payment for the remainder of the lump sum bid for "Mobilization" will be made after all submittals are received, after final quantities have been determined, and when any separate vegetative establishment and maintenance, test, and performance periods provided for in the Contract have been successfully completed.

For projects with extended maintenance or performance periods, payment for the remainder of the lump sum bid for "Mobilization" will be made 6 mo. after final acceptance.

For Contracts with callout or emergency work, "Mobilization" will be paid as follows.

- Payment will be made upon presentation of a paid invoice for the payment of performance bonds and required insurance.
- Mobilization for callout work will be paid for each callout work request.
- Mobilization for emergency work will be paid for each emergency work request.

Item 502
Barricades, Signs, and Traffic Handling

1. DESCRIPTION

Provide, install, move, replace, maintain, clean, and remove all traffic control devices shown on the plans and as directed.

Temporary work zone (TWZ) traffic control devices manufactured after December 31, 2019, must have been successfully tested to the crashworthiness requirements of the 2016 edition of the AASHTO *Manual for Assessing Safety Hardware* (MASH). An exception to the manufacture date applies when, based on the project's date of letting, a category of MASH-2016 compliant TWZ traffic control devices was not approved, or was not self-certified. In such case, devices that meet NCHRP-350 or MASH-2009 may be used.

Temporary work zone (TWZ) traffic control devices manufactured on or before December 31, 2019, must at a minimum have been successfully tested to the crashworthiness requirements of NCHRP-350 or MASH-2009. These devices may continue to be used throughout their normal service lives.

Such TWZ traffic control devices include:

- portable sign supports,
- barricades,
- portable traffic barriers designated exclusively for use in TWZs,
- crash cushions designated exclusively for use in TWZs,
- longitudinal channelizers, and
- truck-mounted attenuators (TMAs) and trailer attenuators (TAs).

Category I devices (i.e., lightweight devices), such as cones, tubular markers, and drums without lights or signs attached, may be self-certified by the vendor or provider, with documentation provided to the Department, or as shown on Department's Compliant Work Zone Traffic Control Device List.

2. CONSTRUCTION

Comply with the requirements of Article 7.2., "Safety."

Implement the traffic control plan (TCP) shown on the plans.

Install traffic control devices straight and plumb. Make changes to the TCP only as approved. Minor adjustments to meet field conditions are allowed.

Submit Contractor-proposed TCP changes, signed and sealed by a licensed professional engineer, for approval. The Engineer may develop, sign, and seal Contractor-proposed changes. Changes must conform to guidelines established in the TMUTCD using approved products from the Department's Compliant Work Zone Traffic Control Device List.

Maintain traffic control devices by taking corrective action when notified. Corrective actions include, but are not limited to, cleaning, replacing, straightening, covering, and removing devices. Maintain the devices such that they are properly positioned and spaced, are legible, and have retroreflective characteristics that meet requirements day or night and in all weather conditions.

The Engineer may authorize or direct in writing the removal or relocation of project limit advance warning signs. When project limit advance warning signs are removed before final acceptance, provide traffic control in accordance with the TMUTCD for minor operations as approved.

Remove all traffic control devices upon completion of the work as shown on the plans or as directed.

3. MEASUREMENT

"Barricades, Signs, and Traffic Handling" will be measured by the month. Law enforcement personnel with patrol vehicles will be measured by the hour for each person.

4. PAYMENT

4.1. **Barricades, Signs, and Traffic Handling**. Except for Contracts with callout work and work orders, the work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Barricades, Signs, and Traffic Handling." This price is full compensation for installation, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, and incidentals.

When the plans establish pay items for particular work in the TCP, that work will be measured and paid for under pertinent Items.

TMAs and TAs will be paid for under Item 505, "Truck-Mounted Attenuator (TMA) and Trailer Attenuator (TA)." Portable changeable message signs will be paid for under Item 503, "Portable Changeable Message Sign." Portable traffic signals will be paid for under Item 510, "One-Way Traffic Control," unless otherwise shown on the plans.

In accordance with Section 7.2.3., "Safety Contingency," funds have been included in the project budget to improve the effectiveness of traffic handling and enhance safety during the course of this project.

4.1.1. **Initiation of Payment**. Payment for this Item will begin on the first estimate after barricades, signs, and traffic handling devices have been installed in accordance with the TCP.

4.1.2. **Paid Months**. Monthly payment will be made each succeeding month for this Item provided the barricades, signs, and traffic handling devices have been installed and maintained in accordance with the TCP until the Contract amount has been paid.

If, within the timeframe established by the Engineer, the Contractor fails to provide or properly maintain signs and barricades in compliance with the Contract requirements, as determined by the Engineer, the Contractor will be considered in noncompliance with this Item. No payment will be made for the months in question, and the total final payment quantity will be reduced by the number of months the Contractor was in noncompliance.

4.1.3. **Maximum Total Payment Before Acceptance**. The total payment for this Item will not exceed 10% of the total Contract amount before final acceptance in accordance with Article 5.12., "Final Acceptance." The remaining balance will be paid in accordance with Section 502.4.1.5., "Balance Due."

4.1.4. **Total Payment Quantity**. The quantity paid under this Item will not exceed the total quantity shown on the plans, except as modified by change order and as adjusted in accordance with Section 502.4.1.2., "Paid Months." An overrun of the plans quantity for this Item will not be allowed for approving designs; testing; material shortages; closed construction seasons; curing periods; establishment, performance, test, and maintenance periods; failure to complete the work in the number of months allotted; or delays caused directly or indirectly by Contract requirements.

4.1.5. **Balance Due**. The remaining unpaid months of barricades less non-compliance months will be paid on final acceptance of the project, if all work is complete and accepted in accordance with Article 5.12., "Final Acceptance."

4.1.6. **Contracts with Callout Work and Work Orders**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be subsidiary to pertinent Items, except for federally funded Contracts.

4.2. **Law Enforcement Personnel**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid by Contractor force account for "Law Enforcement Personnel." This price is full compensation for furnishing all labor, materials, supplies, equipment, patrol vehicles, fees, and incidentals necessary to complete the work as directed.

Item 503
Portable Changeable Message Sign

1. DESCRIPTION

Furnish, operate, and maintain trailer-mounted portable changeable message sign (PCMS) units.

2. MATERIALS

Furnish new or used material in accordance with this Item and as shown on the plans. Provide a self-contained PCMS unit with the following:

- sign controller,
- changeable message sign,
- trailer, and
- power source.

Paint the exterior surfaces of the power supply housing, supports, trailer, and sign with Federal Orange No. 22246 or Federal Yellow No. 13538 of Federal Standard 595C, except paint the sign face assembly flat black.

2.1. **Sign Controller**. Provide the following.

- A controller with permanent storage of at least 75 pre-programmed messages
- An external input device for random programming and storage of at least 75 additional messages
- A controller capable of displaying up to three messages sequentially
- A controller with adjustable display rates

Enclose sign controller equipment in a lockable enclosure.

2.2. **Changeable Message Sign**. Provide the following.

- A sign capable of being elevated to at least 7 ft. above the roadway surface from the bottom of the sign
- A sign capable of being rotated 360° and secured against movement in any position
- A sign with three separate lines of text and eight characters per line minimum
- A minimum 18-in. character height
- A 5 × 7-character pixel matrix
- A message legibility distance of 600 ft. for nighttime conditions and 800 ft. for normal daylight conditions
- Capability for manual and automatic dimming light sources

The following are descriptions for three screen types of PCMS.

- **Character Modular Matrix**. This screen type comprises of character blocks.
- **Continuous Line Matrix**. This screen type uses proportionally spaced fonts for each line of text.
- **Full Matrix**. This screen type uses proportionally spaced fonts, varies the height of characters, and displays simple graphics on the entire sign.

2.3. **Trailer**. Provide a two-wheel trailer with square top fenders, four leveling jacks, and trailer lights. Do not exceed an overall trailer width of 96 in. Shock mount the electronics and sign assembly.

2.4. **Power Source**. Provide a diesel generator, solar powered power source, or both. Provide a backup power source as necessary.

2.5. **Cellular Modem**. When shown on the plans, provide a cellular modem connection to communicate with the PCMS unit remotely.

3. CONSTRUCTION

Place or relocate PCMS units as shown on the plans or as directed. The plans will show the number of PCMS units needed, for how many days, and for which construction phases.

Maintain the PCMS units in good working condition. Repair damaged or malfunctioning PCMS units as soon as possible. PCMS units will remain the property of the Contractor.

4. MEASUREMENT

This Item will be measured by each PCMS or by the day used. All PCMS units must be set up on a work area and operational before a calendar day can be considered measurable. When measurement by the day is specified, a day will be measured for each PCMS set up and operational on the worksite.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Portable Changeable Message Sign." This price is full compensation for PCMS units; setup; relocating; removing; replacement parts; batteries (when required); fuel, oil, and oil filters (when required); cellular telephone charge (when required); software; and equipment, materials, tools, labor, and incidentals. Reimbursement for the repair of damaged devices will be in accordance with Section 7.17.1., "Reimbursable Repair."

Item 506

Temporary Erosion, Sedimentation, and Environmental Controls

1. DESCRIPTION

Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants and protect environmental resources in accordance with the Stormwater Pollution Prevention Plan (SWP3) and environmental layout shown on the plans. Comply with Texas Pollutant Discharge Elimination System (TPDES) Construction General Permit (CGP) TXR150000 requirements. Control measures are defined as Best Management Practices (BMPs) used to prevent or reduce the discharge of pollutants and measures to protect environmental resources. Control measures include, but are not limited to, rock filter dams, temporary pipe slope drains, temporary paved flumes, construction exits, earthwork for erosion control, pipe, construction perimeter fence, sandbags, temporary sediment control fence, biodegradable erosion control logs, vertical tracking, temporary or permanent seeding, and other measures. Erosion and sediment control devices must be selected from the Erosion Control Approved Products List. Perform work in a manner to prevent degradation of receiving waters, protect environmental resources, facilitate project construction, and comply with applicable federal, state, and local regulations. Ensure the installation and maintenance of control measures are performed in conformance with the manufacturer's or designer's specifications.

2. MATERIALS

Furnish materials in accordance with the following.

- Item 161, "Compost"
- Item 432, "Riprap"
- Item 556, "Pipe Underdrains"

2.1. **Rock Filter Dams**.

2.1.1. **Aggregate**. Furnish aggregate with approved hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding. Provide the following.

- **Types 1, 2, and 4 Rock Filter Dams**. Use 3–6-in. aggregate.
- **Type 3 Rock Filter Dams**. Use 4–8-in. aggregate.

2.1.2. **Wire**. Provide minimum 20-gauge galvanized wire for the steel wire mesh and tie wires for Types 2 and 3 rock filter dams. Type 4 dams require:

- a double-twisted, hexagonal weave with a nominal mesh opening of 2-1/2 × 3-1/4 in.,
- minimum 0.0866-in. steel wire for netting,
- minimum 0.1063-in. steel wire for selvages and corners, and
- minimum 0.0866 in. for binding or tie wire.

2.1.3. **Sandbag Material**. Furnish sandbags meeting Section 506.2.8., "Sandbags," except that any gradation of aggregate may be used to fill the sandbags.

2.2. **Temporary Pipe Slope Drains**. Provide corrugated metal pipe, polyvinyl chloride (PVC) pipe, flexible tubing, watertight connection bands, grommet materials, prefabricated fittings, and flared entrance sections as shown on the plans. Recycled and other materials meeting these requirements are allowed if approved.

Furnish concrete in accordance with Item 432.

2.3. **Temporary Paved Flumes**. Furnish asphalt concrete, hydraulic cement concrete, or other comparable non-erodible material as shown on the plans. Provide rock or rubble with a minimum diameter of 6 in. and a maximum volume of 1/2 cu. ft. for the construction of energy dissipaters.

2.4. **Construction Exits**. Provide materials as shown on the plans and in accordance with this Section.

2.4.1. **Rock Construction Exit**. Provide crushed aggregate for long- and short-term construction exits. Furnish aggregates that are clean, hard, durable, and free of adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft or flaky materials, and organic and injurious matter. Use 4–8-in. aggregate for Type 1. Use 2–4-in. aggregate for Type 3.

2.4.2. **Timber Construction Exit**. Furnish No. 2 quality or better railroad ties and timbers for long-term construction exits, free of large and loose knots and treated to control rot. Fasten timbers using nuts and bolts or lag bolts, of at least 1/2 in. diameter, unless otherwise shown on the plans or allowed. Provide plywood or pressed wafer board at least 1/2 in. thick for short-term exits.

2.4.3. **Foundation Course**. Provide a foundation course consisting of flexible base, bituminous concrete, hydraulic cement concrete, or other materials as shown on the plans or directed.

2.5. **Embankment for Erosion Control**. Provide rock, loam, clay, topsoil, or other earth materials that will form a stable embankment to meet the intended use.

2.6. **Pipe**. Provide pipe outlet material in accordance with Item 556 and as shown on the plans.

2.7. **Construction Perimeter Fence**.

2.7.1. **Posts**. Provide essentially straight wood or steel posts that are at least 60 in. long. Furnish soft wood posts with a minimum diameter of 3 in. or use nominal 2 × 4-in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 1-1/5 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.25 lb. per foot.

2.7.2. **Fence**. Provide orange construction fencing as approved.

2.7.3. **Fence Wire**. Provide 14-gauge or larger galvanized smooth or twisted wire. Provide 16-gauge or larger tie wire.

2.7.4. **Flagging**. Provide brightly colored flagging that is fade-resistant and at least 3/4 in. wide to provide maximum visibility both day and night.

2.7.5. **Staples**. Provide staples with a crown at least 1/2 in. wide and legs at least 1/2 in. long.

2.7.6. **Used Materials**. Previously used materials meeting the applicable requirements may be used if approved.

2.8. **Sandbags**. Provide sandbag material of polypropylene, polyethylene, or polyamide woven fabric with a minimum unit weight of 4 oz. per square yard, a Mullen burst-strength exceeding 300 psi, and an ultraviolet (UV) stability exceeding 70%.

Use natural coarse sand or manufactured sand meeting the gradation shown in Table 1 to fill sandbags. Filled sandbags must be 24–30 in. long, 16–18 in. wide, and 6–8 in. thick.

Table 1
Sand Gradation

Sieve Size	Retained (% by Weight)
#4	Maximum 3%
#100	Minimum 80%
#200	Minimum 95%

Aggregate may be used instead of sand for situations where sandbags are not adjacent to traffic. The aggregate size must not exceed 3/8 in.

2.9. **Temporary Sediment Control Fence**. Provide a net-reinforced fence using woven geotextile fabric. Logos visible to the traveling public will not be allowed.

2.9.1. **Fabric**. Provide fabric materials in accordance with DMS-6230, "Temporary Sediment Control Fence Fabric."

2.9.2. **Posts**. Provide essentially straight wood or steel posts with a minimum length of 48 in., unless otherwise shown on the plans. Furnish soft wood posts at least 3 in. in diameter or use nominal 2 × 4-in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 1-1/2 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.25 lb. per foot.

2.9.3. **Net Reinforcement**. Provide net reinforcement of at least 12.5-gauge (Standard Wire Gauge) galvanized welded wire mesh, with a maximum opening size of 2 × 4 in., at least 24 in. wide, unless otherwise shown on the plans.

2.9.4. **Staples**. Provide staples with a crown at least 3/4 in. wide and legs 1/2 in. long.

2.9.5. **Used Materials**. Use recycled material meeting the applicable requirements if approved.

2.10. **Biodegradable Erosion Control Logs**.

2.10.1. **Core Material**. Furnish core material that is biodegradable or recyclable. Use compost, mulch, aspen excelsior wood fibers, chipped site vegetation, agricultural rice or wheat straw, coconut fiber, 100% recyclable fibers, or any other acceptable material unless specifically shown on the plans. Permit no more than 5% of the material to escape from the containment mesh. Furnish compost in accordance with Item 161.

2.10.2. **Containment Mesh**. Furnish containment mesh that is 100% biodegradable, photodegradable, or recyclable, such as burlap, twine, UV photodegradable plastic, polyester, or any other acceptable material.

Furnish biodegradable or photodegradable containment mesh when log will remain in place as part of a vegetative system.

Furnish recyclable containment mesh for temporary installations.

2.10.3. **Size**. Furnish biodegradable erosion control logs with diameters as shown on the plans or as directed. Stuff containment mesh densely so logs do not deform.

3. QUALIFICATIONS, TRAINING, AND EMPLOYEE REQUIREMENTS

3.1. **Contractor Responsible Person Environmental (CRPE) Qualifications and Responsibilities**. Provide and designate in writing at the preconstruction conference a CRPE and alternate CRPE who have overall responsibility for managing environmental compliance. The CRPE will implement stormwater and erosion control practices, oversee and observe stormwater control measure monitoring and management, oversee environmental compliance requirements, and monitor the project site daily and produce daily monitoring reports as long as there are BMPs in place or soil disturbing activities are evident to ensure compliance with the SWP3 and TPDES CGP TXR150000. Take required training in accordance with Section 7.7.4.4, "Training."

Maintain daily monitor reports and make them available within 24 hr. upon request. During time suspensions when work is not occurring or on Contract non-work days, daily inspections are not required unless a rain event has occurred. The CRPE will provide recommendations on how to improve the effectiveness of control measures. Attend the Department's preconstruction conference for the project.

Ensure training is completed in accordance with Section 7.7.4.4., "Training," by all applicable personnel before employees work on the project. Document, maintain, and make available within 24 hr. of a request, a list, signed by the CRPE, of all applicable Contractor and subcontractor employees who have completed the training. Include the employee's name, the training course name, and the date the employee completed the training.

3.2. **Contractor Superintendent Qualifications and Responsibilities**. Provide a superintendent who is competent, has experience with and knowledge of stormwater management, and is knowledgeable of the requirements and the conditions of the TPDES CGP TXR150000. The superintendent will manage and oversee the day-to-day operations and activities at the project site, work with the CRPE to provide effective stormwater management at the project site, represent and act on behalf of the Contractor, and attend the Department's preconstruction conference for the project. Take training as required in Section 7.7.4.4., "Training."

4. CONSTRUCTION

4.1. **Contractor Responsibilities**. Implement the SWP3 for the project site in accordance with the plans and specifications, TPDES CGP TXR150000, and as directed. Coordinate stormwater management with all other work on the project. Develop and implement an SWP3 for project-specific material supply plants within and outside the Department's right of way in conformance with the specific or general stormwater permit requirements. Prevent water pollution from stormwater associated with construction activity from entering any surface water or private property on or adjacent to the project site.

4.2. **Implementation**. The CRPE, or alternate CRPE, must be accessible by telephone and able to respond to project-related stormwater management or other environmental emergencies 24 hr. per day.

4.2.1. **Commencement**. Implement the SWP3 as shown on the plans and as directed. Contractor-proposed recommendations for changes will be allowed as approved. Conform to the established guidelines in the TPDES CGP TXR150000 to make changes. Do not implement changes until approval has been received and changes have been incorporated into the plans. Minor adjustments to meet field conditions are allowed and will be recorded in the SWP3.

4.2.2. **Phasing**. Implement control measures before the commencement of activities that result in soil disturbance. Phase and minimize the soil disturbance to the areas shown on the plans. Coordinate temporary control measures with permanent control measures and all other work activities on the project to assure economical, effective, safe, and continuous water pollution prevention. Provide control measures that are appropriate to the construction means, methods, and sequencing allowed by the Contract. Exercise precaution throughout the life of the project to prevent pollution of ground waters and surface waters. Schedule and perform clearing and grubbing operations so that stabilization measures will follow immediately thereafter if project conditions permit. Bring all grading sections to final grade as soon as possible and implement temporary and permanent control measures at the earliest time possible. Implement temporary control measures when required by TPDES CGP TXR150000 or otherwise necessitated by project conditions.

Do not prolong final grading and shaping. Preserve vegetation where possible throughout the project, and minimize clearing, grubbing, and excavation within stream banks, bed, and approach sections.

4.3. **General**.

4.3.1. **Temporary Alterations or Control Measure Removal**. Altering or removal of control measures is allowed when control measures are restored within the same working day.

4.3.2. **Stabilization**. Initiate stabilization for disturbed areas no more than 14 days after the construction activities in that portion of the site have temporarily or permanently ceased. Establish a uniform vegetative cover or use another stabilization practice in accordance with TPDES CGP TXR150000.

4.3.3. **Finished Work**. Remove and dispose of all temporary control measures upon acceptance of vegetative cover or other stabilization practice unless otherwise directed. Complete soil disturbing activities and establish a uniform perennial vegetative cover. A project will not be considered for acceptance until a vegetative cover of 70% density of existing adjacent undisturbed areas is obtained or equivalent permanent stabilization is obtained in accordance with TPDES CGP TXR150000. The Engineer may accept the work before vegetative cover of 70% density of existing adjacent undisturbed areas. An exception will be allowed in arid areas as defined in TPDES CGP TXR150000.

4.3.4. **Restricted Activities and Required Precautions**. Do not discharge onto the ground or into surface waters any pollutants such as chemicals, raw sewage, fuels, lubricants, coolants, hydraulic fluids, bitumens, or any other petroleum product. Operate and maintain equipment onsite to prevent actual or potential water pollution. Manage, control, and dispose of litter onsite such that no adverse impacts to water quality occur. Prevent dust from creating a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property. Wash out concrete trucks only as described in TPDES CGP TXR150000. Use appropriate controls to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water (i.e., dewatering). Immediately address chemical and hydrocarbon spills caused by the Contractor. Keep a spill kit onsite. Prevent discharges that would contribute to a violation of Edwards Aquifer Rules, water quality standards, the impairment of a listed water body, or other state or federal law.

4.4. **Installation, Maintenance, and Removal Work**. Perform work in accordance with the SWP3, in conformance with manufacturers' guidelines, and in accordance with TPDES CGP TXR150000. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until soil disturbing activities are completed and permanent erosion control features are in place, or the disturbed area has been adequately stabilized as approved.

The Department will inspect and document the condition of the control measures at the frequency shown on the plans and will provide the Construction SWP3 Field Inspection and Maintenance Reports to the Contractor. Make corrections as soon as possible before the next anticipated rain event or within 7 calendar days after being able to enter the worksite for each control measure. The only acceptable reason for not accomplishing the corrections within the timeframe specified is when site conditions are considered "too wet to work." Take immediate action if a correction is deemed critical as directed. When corrections are not made within the established timeframe, all work will cease on the project and time charges will continue while the control measures are brought into compliance. Commence work once the Engineer reviews and documents the project is in compliance. Commencing work does not release the Contractor of the liability for noncompliance with the SWP3, the plans, or TPDES CGP TXR150000.

The Engineer may limit the disturbed area if the Contractor cannot control soil erosion and sedimentation resulting from the Contractor's operations. Implement additional controls as directed.

Remove devices upon approval or as directed. Finish-grade and dress the area upon removal. Stabilize disturbed areas in accordance with TPDES CGP TXR150000, and as shown on the plans or directed. Materials removed are considered consumed by the project. Retain ownership of stockpiled material and remove it from the project when new installations or replacements are no longer required.

4.4.1. **Rock Filter Dams for Erosion Control**. Remove trees, brush, stumps, and other objectionable material that may interfere with the construction of rock filter dams. Place sandbags as a foundation when required or at the Contractor's option.

Place the aggregate to the lines, height, and slopes specified, without undue voids for Types 1, 2, 3, and 5. Place the aggregate on the mesh and then fold the mesh at the upstream side over the aggregate and secure it to itself on the downstream side using wire ties, or hog rings for Type 2 and Type 3, or as directed.

Place rock filter dams perpendicular to the flow of the stream or channel unless otherwise directed. Construct filter dams in accordance with the following criteria unless otherwise shown on the plans.

4.4.1.1. **Type 1 (Non-Reinforced)**.

- **Height**. At least 18 in. measured vertically from existing ground to top of filter dam.
- **Top Width**. At least 2 ft.
- **Slopes**. No steeper than 2:1.

4.4.1.2. **Type 2 (Reinforced)**.

- **Height**. At least 18 in. measured vertically from existing ground to top of filter dam.
- **Top Width**. At least 2 ft.
- **Slopes**. No steeper than 2:1.

4.4.1.3. **Type 3 (Reinforced)**.

- **Height**. At least 36 in. measured vertically from existing ground to top of filter dam.
- **Top Width**. At least 2 ft.
- **Slopes**. No steeper than 2:1.

4.4.1.4. **Type 4 (Sack Gabions)**. Unfold sack gabions and smooth out kinks and bends. Connect the sides by lacing in a single-loop-double-loop pattern on 4–5-in. spacing for vertical filling. Pull the end lacing rod at one end until tight, wrap around the end, and twist four times. Fill with stone at the filling end, pull the rod tight, cut the wire with approximately 6 in. remaining, and twist wires four times.

Place the sack flat in a filling trough, fill with stone, connect sides, and secure ends as described above for horizontal filling.

Lift and place without damaging the gabion. Shape sack gabions to existing contours.

4.4.1.5. **Type 5**. Provide rock filter dams as shown on the plans.

4.4.2. **Temporary Pipe Slope Drains**. Install pipe with a slope as shown on the plans or as directed. Construct embankment for the drainage system in 8-in. lifts to the required elevations. Hand-tamp the soil around and under the entrance section to the top of the embankment as shown on the plans or as directed. Form the top of the embankment or earth dike over the pipe slope drain at least 1 ft. higher than the top of the inlet pipe at all points. Secure the pipe with hold-downs or hold-down grommets spaced at most 10 ft. on center. Construct the energy dissipaters or sediment traps as shown on the plans or as directed. Construct the sediment trap using concrete or rubble riprap in accordance with Item 432, when shown on the plans.

4.4.3. **Temporary Paved Flumes**. Construct paved flumes as shown on the plans or as directed. Provide excavation and embankment (including compaction of the subgrade) of material to the dimensions shown on the plans unless otherwise indicated. Install a rock or rubble riprap energy dissipater, constructed from the materials specified above, to a minimum depth of 9 in. at the flume outlet to the limits shown on the plans or as directed.

4.4.4. **Construction Exits**. Prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right of way areas other than at the location of construction exits when tracking conditions exist. Construct exits for either long- or short-term use.

4.4.4.1. **Long-Term**. Place the exit over a foundation course as required. Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap as shown on the plans or as directed. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed.

4.4.4.1.1. **Type 1**. Construct to a depth of at least 8 in. using crushed aggregate as shown on the plans or as directed.

4.4.4.1.2. **Type 2**. Construct using railroad ties and timbers as shown on the plans or as directed.

4.4.4.2. **Short-Term**.

4.4.4.2.1. **Type 3**. Construct using crushed aggregate, plywood, or wafer board. This type of exit may be used for daily operations where long-term exits are not practical.

4.4.4.2.2. **Type 4**. Construct as shown on the plans or as directed.

4.4.5. **Earthwork for Erosion Control**. Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices.

4.4.5.1. **Excavation and Embankment for Erosion Control Features**. Place earth dikes, swales, or combinations of both along the low crown of daily lift placement, or as directed, to prevent runoff spillover. Place swales and dikes at other locations as shown on the plans or as directed to prevent runoff spillover or to divert runoff. Construct cuts with the low end blocked with undisturbed earth to prevent erosion of hillsides. Construct sediment traps at drainage structures in conjunction with other erosion control measures as shown on the plans or as directed.

Create a sediment basin, where required, providing 3,600 cu. ft. of storage per acre drained, or equivalent control measures for drainage locations that serve an area with 10 or more disturbed acres at one time, not including offsite areas.

4.4.5.2. **Excavation of Sediment and Debris**. Remove sediment and debris when accumulation affects the performance of the devices, after a rain, and when directed.

4.4.6. **Construction Perimeter Fence**. Construct, align, and locate fencing as shown on the plans or as directed.

4.4.6.1. **Installation of Posts**. Embed posts 18 in. deep or adequately anchor in rock, with a spacing of 8–10 ft.

4.4.6.2. **Wire Attachment**. Attach the top wire to the posts at least 3 ft. from the ground. Attach the lower wire midway between the ground and the top wire.

4.4.6.3. **Flag Attachment**. Attach flagging to both wire strands midway between each post. Use flagging at least 18 in. long. Tie flagging to the wire using a square knot.

4.4.7. **Sandbags for Erosion Control**. Construct a berm or dam of sandbags that will intercept sediment-laden stormwater runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Fill each bag with sand so that at least the top 6 in. of the bag is unfilled to allow for proper tying of the open end. Place the sandbags with their tied ends in the same direction. Offset subsequent rows of sandbags 1/2 the length of the preceding row. Place a single layer of sandbags downstream as a secondary debris trap. Place additional sandbags as necessary or as directed for supplementary support to berms or dams of sandbags or earth.

4.4.8. **Temporary Sediment Control Fence**. Provide temporary sediment control fence near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the fence into erosion control measures used to control sediment in areas of higher flow. Install the fence as shown on the plans, in accordance with this Section, or as directed.

4.4.8.1. **Installation of Posts**. Embed posts at least 18 in. deep or adequately anchor, if in rock, with a spacing of 6--8 ft., and install on a slight angle toward the runoff source.

4.4.8.2. **Fabric Anchoring**. Dig trenches along the uphill side of the fence to anchor 6–8 in. of fabric. Provide a minimum trench cross-section of 6 × 6 in. Place the fabric against the side of the trench and align approximately 2 in. of fabric along the bottom in the upstream direction. Backfill the trench, then hand-tamp.

4.4.8.3. **Fabric and Net Reinforcement Attachment**. Attach the reinforcement to wooden posts using staples, or to steel posts using T-clips, in at least four places equally spaced unless otherwise shown on the plans. Sewn vertical pockets may be used to attach reinforcement to end posts. Fasten the fabric to the top strand of reinforcement using hog rings or cord every 15 in. or less.

4.4.8.4. **Fabric and Net Splices**. Locate splices at a fence post with a minimum lap of 6 in. attached in at least six places equally spaced unless otherwise shown on the plans. Do not locate splices in concentrated flow areas.

Requirements for installation of used temporary sediment control fence include the following:

- fabric with minimal or no visible signs of biodegradation (weak fibers),
- fabric without excessive patching (more than one patch every 15–20 ft.),
- posts without bends, and
- backing without holes.

4.4.9. **Biodegradable Erosion Control Logs**. Install biodegradable erosion control logs near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the biodegradable erosion control logs into the erosion measures used to control sediment in areas of higher flow. Install, align, and locate the biodegradable erosion control logs as specified below, as shown on the plans, or as directed.

Secure biodegradable erosion control logs in a method adequate to prevent displacement resulting from normal rain events, to prevent damage to the logs, and as approved, such that flow is not allowed under the logs. Temporarily removing and replacing biodegradable erosion logs to facilitate daily work is allowed at the Contractor's expense.

4.4.10. **Vertical Tracking**. Perform vertical tracking on slopes to temporarily stabilize soil. Provide equipment with a track undercarriage capable of producing a linear soil impression measuring at least 12 in. long × 2–4 in. wide × 1/2–2 in. deep. Do not exceed 12 in. between track impressions. Install continuous linear track impressions where the 12-in. length impressions are perpendicular to the slope. Vertical tracking is required on projects where soil disturbing activities have occurred, unless otherwise approved.

4.5. **Monitoring and Documentation**. Monitor the control measures daily as long as there are BMPs in place or soil disturbing activities are evident to ensure compliance with the SWP3 and TPDES CGP TXR150000. During time suspensions when work is not occurring or contract non-work days, daily inspections are not required unless a rain event has occurred. Monitoring will consist of, but is not limited to, observing, inspecting, and documenting site locations with control measures and discharge points to provide maintenance and inspection of controls in accordance with the SWP3. Keep written records of daily monitoring. Document in the daily monitoring report the control measure condition, the date of inspection, required corrective actions, the responsible person for making the corrections, and the date corrective actions were completed. Maintain records of all monitoring reports at the project site or at an approved place. Provide copies within 7 days. Together, the CRPE and an Engineer's representative will complete the Construction Stage Gate Checklist periodically as directed.

5. MEASUREMENT

5.1. **Rock Filter Dams**. Installation or removal of rock filter dams will be measured by the foot or by the cubic yard. The measured volume will include sandbags, when used.

5.1.1. **Linear Measurement**. When rock filter dams are measured by the foot, measurement will be along the centerline of the top of the dam.

5.1.2. **Volume Measurement**. When rock filter dams are measured by the cubic yard, measurement will be based on the volume of rock computed by the method of average end areas.

5.1.2.1. **Installation**. Measurement will be made in final position.

5.1.2.2. **Removal**. Measurement will be made at the point of removal.

5.2. **Temporary Pipe Slope Drains**. Temporary pipe slope drains will be measured by the foot.

5.3. **Temporary Paved Flumes**. Temporary paved flumes will be measured by the square yard of surface area. The measured area will include the energy dissipater at the flume outlet.

5.4. **Construction Exits**. Construction exits will be measured by the square yard of surface area.

5.5. **Earthwork for Erosion and Sediment Control**.

5.5.1. **Equipment and Labor Measurement**. Equipment and labor used will be measured by the actual number of hours the equipment is operated and the labor is engaged in the work.

5.5.2. **Volume Measurement**.

5.5.2.1. **In Place**.

5.5.2.1.1. **Excavation**. Excavation will be measured by the cubic yard in its original position and the volume computed by the method of average end areas.

5.5.2.1.2. **Embankment**. Embankment will be measured by the cubic yard in its final position by the method of average end areas. The volume of embankment will be determined between:

- the original ground surfaces or the surface upon which the embankment is to be constructed for the feature and
- the lines, grades, and slopes of the accepted embankment for the feature.

5.5.2.2. **In Vehicles**. Excavation and embankment quantities will be combined and paid for under "Earthwork (Erosion and Sediment Control, In Vehicle)." Excavation will be measured by the cubic yard in vehicles at the point of removal. Embankment will be measured by the cubic yard in vehicles measured at the point of delivery. Shrinkage or swelling factors will not be considered in determining the calculated quantities.

5.6. **Construction Perimeter Fence**. Construction perimeter fence will be measured by the foot.

5.7. **Sandbags for Erosion Control**. Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams.

5.8. **Temporary Sediment Control Fence**. Installation or removal of temporary sediment control fence will be measured by the foot.

5.9. **Biodegradable Erosion Control Logs**. Installation or removal of biodegradable erosion control logs will be measured by the foot along the centerline of the top of the control logs.

5.10. **Vertical Tracking**. Vertical tracking will not be measured or paid for directly, but will be subsidiary to this Item.

6. PAYMENT

The following will not be paid for directly, but will be subsidiary to pertinent Items:

- erosion control measures for Contractor project-specific locations (PSLs) inside and outside the right of way (e.g., construction and haul roads, field offices, equipment and supply areas, plants, and material sources);
- removal of litter, unless a separate pay item is shown on the plans;
- repair to devices and features damaged by Contractor operations;

- added measures and maintenance needed due to negligence, carelessness, lack of maintenance, and failure to install permanent controls;
- removal and reinstallation of devices and features needed for the convenience of the Contractor;
- finish grading and dressing upon removal of the device; and
- minor adjustments including but not limited to plumbing posts, reattaching fabric, minor grading to maintain slopes on an erosion embankment feature, or moving small numbers of sandbags.

Stabilization of disturbed areas will be paid for under pertinent Items except vertical tacking, which will be subsidiary.

Furnishing and installing pipe for outfalls associated with sediment traps and ponds will not be paid for directly, but will be subsidiary to the excavation and embankment under this Item.

6.1. **Rock Filter Dams**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows.

6.1.1. **Installation**. Installation will be paid for as "Rock Filter Dams (Install)" of the type and slope as specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

6.1.2. **Removal**. Removal will be paid for as "Rock Filter Dams (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

When the Engineer directs that the rock filter dam installation or portions thereof be replaced, payment will be made at the unit price bid for "Rock Filter Dams (Remove)" and for "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

6.2. **Temporary Pipe Slope Drains**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Pipe Slope Drains" of the size specified. This price is full compensation for furnishing materials, removal and disposal, furnishing and operating equipment, labor, tools, and incidentals.

Removal of temporary pipe slope drains will not be paid for directly, but will be subsidiary to the installation Item. When the Engineer directs that the pipe slope drain installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Pipe Slope Drains" of the size specified, which is full compensation for the removal and reinstallation of the pipe drain.

Earthwork required for the pipe slope drain installation, including construction of the sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

Riprap concrete or stone, when used as an energy dissipater or as a stabilized sediment trap, will be measured and paid for in accordance with Item 432.

6.3. **Temporary Paved Flumes**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Paved Flume (Install)" or "Temporary Paved Flume (Remove)." This price is full compensation for furnishing and placing materials, removal and disposal, equipment, labor, tools, and incidentals.

When the Engineer directs that the paved flume installation or portions thereof be replaced, payment will be made at the unit prices bid for "Temporary Paved Flume (Remove)" and "Temporary Paved Flume (Install)." These prices are full compensation for the removal and replacement of the paved flume and for equipment, labor, tools, and incidentals.

Earthwork required for the paved flume installation, including construction of a sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

6.4. **Construction Exits**. Contractor-required construction exits from off right of way locations or on right of way PSLs will not be paid for directly, but will be subsidiary to pertinent Items.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" for construction exits needed on right of way access to work areas required by the Department will be paid for at the unit price bid for "Construction Exits (Install)" of the type specified or "Construction Exits (Remove)." This price is full compensation for furnishing and placing materials, excavating, removal and disposal, cleaning vehicles, labor, tools, and incidentals.

When the Engineer directs that a construction exit or portion thereof be removed and replaced, payment will be made at the unit prices bid for "Construction Exit (Remove)" and "Construction Exit (Install)" of the type specified. These prices are full compensation for the removal and replacement of the construction exit and for equipment, labor, tools, and incidentals.

Construction of sediment traps used in conjunction with the construction exit will be measured and paid for under "Earthwork for Erosion and Sediment Control."

6.5. **Earthwork for Erosion and Sediment Control**.

6.5.1. **Initial Earthwork for Erosion and Sediment Control**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Excavation (Erosion and Sediment Control, In Place)," "Embankment (Erosion and Sediment Control, In Place)," "Excavation (Erosion and Sediment Control, In Vehicle)," "Embankment (Erosion and Sediment Control, (In Vehicle)," or "Earthwork (Erosion and Sediment Control, In Vehicle)."

This price is full compensation for excavation and embankment, including hauling; disposal of material not used elsewhere on the project; embankments including furnishing material from approved sources and construction of erosion control features; and equipment, labor, tools, and incidentals.

Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

6.5.2. **Maintenance Earthwork for Erosion and Sediment Control for Cleaning and Restoring Control Measures**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid under a Contractor Force Account Item from invoice provided to the Engineer.

This price is full compensation for excavation, embankment, and re-grading, including dewatering for removal of accumulated sediment, and the removal of accumulated sediment in various erosion control installations as directed, hauling, and disposal of material not used elsewhere on the project; excavation for construction of erosion control features; embankments, including furnishing material from approved sources and construction of erosion control features; and equipment, labor, tools, and incidentals.

Earthwork needed to remove and obliterate erosion control features will not be paid for directly, but will be subsidiary to pertinent Items unless otherwise shown on the plans.

Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

6.6. **Construction Perimeter Fence**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Construction Perimeter Fence." This price is full compensation for furnishing and placing the fence; digging, fence posts, wire, and flagging; removal and disposal; and materials, equipment, labor, tools, and incidentals.

Removal of construction perimeter fence will not be paid for directly, but will be subsidiary to the installation Item. When the Engineer directs that the perimeter fence installation or portions thereof be removed and replaced, payment will be made at the unit price bid for "Construction Perimeter Fence," which is full compensation for the removal and reinstallation of the construction perimeter fence.

6.7. **Sandbags for Erosion Control**. Sandbags will be paid for at the unit price bid for "Sandbags for Erosion Control" (of the height specified when measurement is by the foot). This price is full compensation for materials, placing sandbags, removal and disposal, equipment, labor, tools, and incidentals.

Removal of sandbags will not be paid for directly, but will be subsidiary to the installation Item. When the Engineer directs that the sandbag installation or portions thereof be replaced, payment will be made at the unit price bid for "Sandbags for Erosion Control," which is full compensation for the reinstallation of the sandbags.

6.8. **Temporary Sediment Control Fence**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows.

6.8.1. **Installation**. Installation will be paid for as "Temporary Sediment-Control Fence (Install)." This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

6.8.2. **Removal**. Removal will be paid for as "Temporary Sediment-Control Fence (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

6.9. **Biodegradable Erosion Control Logs**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows.

6.9.1. **Installation**. Installation will be paid for as "Biodegradable Erosion Control Logs (Install)" of the size specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, staking, proper disposal, labor, materials, tools, and incidentals.

6.9.2. **Removal**. Removal will be paid for as "Biodegradable Erosion Control Logs (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

6.10. **Vertical Tracking**. Vertical tracking will not be measured or paid for directly, but will be subsidiary to this Item.

Item 530
Intersections, Driveways, and Turnouts

1. DESCRIPTION

Construct and pave intersections, driveways, and turnouts. Pave existing intersections, driveways, and turnouts.

Intersections are considered areas off the travel lanes and shoulders of the Contract highway on the intersecting highway on the state system. The intersecting on-system highway work will be paid for under this Item only when shown on the plans.

Driveways are defined as private (residential or commercial) and public (county road and city street) access areas off the travel lanes and shoulders.

Turnouts include but are not limited to mailbox and litter barrel widenings.

2. MATERIALS

Furnish materials that meet the following.

- Item 247, “Flexible Base”
- Item 260, “Lime Treatment (Road-Mixed)”
- Item 275, “Cement Treatment (Road-Mixed)”
- Item 276, “Cement Treatment (Plant-Mixed)”
- Item 292, “Asphalt Treatment (Plant-Mixed)”
- Item 316, “Seal Coat”
- Item 330, “Limestone Rock Asphalt Pavement”
- Item 334, “Hot-Mix Cold-Laid Asphalt Concrete Pavement”
- Item 341, “Dense-Graded Hot-Mix Asphalt”
- Item 360, “Concrete Pavement”
- Item 421, “Hydraulic Cement Concrete”
- Item 440, “Reinforcement for Concrete”

3. CONSTRUCTION

Construct and pave intersections, driveways, and turnouts, and pave existing intersections, driveways, and turnouts as shown on the plans or as directed. Place materials in conformance with construction Articles of pertinent Items. Provide uninterrupted access to adjacent property unless otherwise directed. Ensure that abrupt elevation changes in driveway or turnout areas that serve as sidewalks do not exceed 1/4 in. and that the sidewalk area cross slope does not exceed 2%. Ready-mix concrete and hand finishing will be permitted when concrete pavement is specified unless otherwise shown on the plans for intersections.

4. MEASUREMENT

This Item will be measured by the square yard of the final pavement surface, as placed in the field, including radii and turnout.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Intersections," "Driveways," "Turnouts," "Intersections, Driveways, and Turnouts," or "Driveways and Turnouts" of the surface specified.

This price is full compensation for furnishing and operating equipment; excavation and embankment; base and pavement materials; and labor, materials, tools, and incidentals. Drainage structures will be measured and paid for in conformance with the pertinent bid Items.

Item 531
Sidewalks

1. DESCRIPTION

Construct hydraulic cement concrete sidewalks, Americans with Disabilities Act ramps, and steps.

2. MATERIALS

Furnish materials in accordance with the following.

- Item 360, “Concrete Pavement”
- Item 420, “Concrete Substructures”
- Item 421, “Hydraulic Cement Concrete”
- Item 440, “Reinforcement for Concrete”

Use Class A concrete unless otherwise shown on the plans. Use Grade 8 coarse aggregate for extruded Class A concrete. Use other grades if approved.

Use of fibers meeting the requirements of DMS-4550, “Fibers for Concrete,” to replace reinforcing steel in Class A concrete is allowed unless otherwise shown on the plans. Dose fibers in accordance with the Department’s MPL of prequalified fibers for concrete.

Furnish detectable warning material in accordance with DMS-4350, “Detectable Warning Material.”

3. CONSTRUCTION

Shape and compact subgrade, foundation, or pavement surface to the line, grade, and cross-section shown on the plans. Lightly sprinkle subgrade or foundation material immediately before concrete placement. Hand-tamp and sprinkle foundation when placement is directly on subgrade or foundation materials. Remove and dispose of existing concrete in accordance with Item 104, “Removing Concrete.” Provide a clean surface for concrete placement directly on the surface material or pavement.

Furnish and place reinforcing steel in accordance with Item 440 unless fiber reinforced concrete is used.

Mix and place concrete in conformance with the pertinent Items. Hand-finishing is allowed for any method of construction. Finish exposed surfaces to a uniform transverse broom finish surface. Curb ramps must include a detectable warning surface and conform to details shown on the plans. Install joints as shown on the plans. Ensure that abrupt changes in sidewalk elevation do not exceed 1/4 in., sidewalk cross slope does not exceed 2%, curb ramp grade does not exceed 8.3%, and flares adjacent to the ramp do not exceed 10% slope measured parallel to the curb line. Ensure that the sidewalk depth and reinforcement are not less than the driveway cross-sectional details shown on the plans where a sidewalk crosses and is part of the concrete driveway.

Use construction methods in conformance with manufacturers’ recommendations when installing detectable warning surface. Install detectable warning surface as shown on the plans.

Provide finished work with a well-compacted mass, a surface free of voids and honeycomb, and the required true-to-line shape and grade. Cure for at least 72 hr. in accordance with Item 420.

3.1. **Conventionally Formed Concrete**. Provide pre-molded or board expansion joints of the thickness shown on the plans for sidewalk section lengths greater than 8 ft. but less than 40 ft., unless otherwise directed. Terminate workday production at an expansion joint.

3.2. **Extruded or Slipformed Concrete**. Provide any additional surface finishing immediately after extrusion or slipforming as shown on the plans. Construct joints at locations as shown on the plans or as directed.

4. MEASUREMENT

Sidewalks will be measured by the square yard of surface area. Curb ramps will be measured by the square yard of surface area or by each. A curb ramp consists of the ramp, landing or turning space, adjacent flares or side curb, and detectable warning surface as shown on the plans. Steps will be measured by the square yard of horizontal surface area.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Concrete Sidewalks" of the depth specified, "Concrete Sidewalk (Steps)," and "Curb Ramps" of the type specified. This price is full compensation for surface preparation of sidewalk foundation; materials; removal and disposal of existing concrete; excavation, hauling, and disposal of excavated material; drilling and doweling into existing concrete curb, sidewalk, and pavement; repair of adjacent street or pavement structure damaged by these operations; and equipment, labor, materials, tools, and incidentals.

Sidewalks that cross and are part of the concrete driveways or turnouts will be measured and paid for in accordance with Item 530, "Intersections, Driveways, and Turnouts."

Item 636
Signs

1. DESCRIPTION

- **Installation**. Furnish, fabricate, and erect aluminum signs. Sign supports are provided for under other Items.
- **Replacement**. Replace existing signs on existing or replaced sign supports.

2. MATERIALS

2.1. **Signs**. Furnish completed signs in accordance with DMS-8301, "Highway Sign Fabrication."

2.2. **Hardware**. Use galvanized steel, stainless steel, or dichromate-sealed aluminum for bolts, nuts, washers, lock washers, screws, and other sign assembly hardware. Use plastic or nylon washers when in direct contact with the reflective sheeting. Furnish steel or aluminum products in accordance with DMS-7120, "Sign Hardware."

When dissimilar metals are used, select or insulate metals to prevent corrosion.

2.3. **Sign Identification Decals**. Furnish materials that meet the requirements of DMS-8315, "Sign Identification Decals."

3. CONSTRUCTION

3.1. **Decals**. The sign fabricator must code the sign identification decals by punching out the appropriate letter or digits for Rows 1–7 as shown in Figure 1 and Table 1.

Rows 8–12 (Installation Date) are only for coding by the Engineer at their discretion.

Affix the decal to lower left corner of the sign back in an upright position.

Figure 1 shows the sign identification decal. The numbers to the far right as shown in Figure 1 are reference row numbers for Table 1 and are not part of the decal. Table 1 describes the information required in each row of the decal.

Texas Department of Transportation												
C	Fabrication Date										T	1
J	F	M	A	M	J	J	A	S	O	N	D	2
	202		203		204		205		206			3
	0	1	2	3	4	5	6	7	8	9		4
Sheeting MFR—Substrate												
A	B	C	D	E	F	G	H	J	K	L	M	5
Film MFR												
A	B	C	D	E	F	G	H	J	K	L	M	6
Sheeting MFR—Legend												
A	B	C	D	E	F	G	H	J	K	L	M	7
Installation Date												
				0	1	2	3					8
	0	1	2	3	4	5	6	7	8	9		9
J	F	M	A	M	J	J	A	S	O	N	D	10
	202		203		204		205		206			11
	0	1	2	3	4	5	6	7	8	9		12
Name of Sign Fabricator Physical Address City, State, Zip Code												13

Figure 1
Decal Design (Row Numbers Explained in Table 1)

Table 1
Decal Description

Row Explanation
1—Sign fabricator
2—Month fabricated
3—First 3 digits of year fabricated
4—Last digit of year fabricated
5—Manufacturer of the sheeting applied to the substrate
6—Film (colored transparent or non-reflective black) manufacturer
7—Manufacturer of the sheeting for the legend
8—Tens digit of date installed[1]
9—Ones digit of date installed[1]
10—Month installed[1]
11—First 3 digits of year installed[1]
12—Last digit of year installed[1]
13—Name of sign fabricator and physical location of sign shop

1. Only for coding by the Engineer at their discretion.

Code the decal by punching out the following:

- "C" if fabricated by a commercial sign fabricator or "T" if fabricated by the Department or the Texas Department of Criminal Justice,
- month fabricated,
- first three digits of the year fabricated,
- fourth digit of the year fabricated, and
- sheeting and film manufacturers. (Codes for these manufacturers are located on the Department's MPL.)

3.2. **Storage and Handling**. Ship, handle, and store completed sign blanks and completed signs so that corners, edges, and faces are not damaged. Damage to the sign face that is not visible when viewed at a distance of 50 ft., night or day, will be acceptable. Replace unacceptable signs.

Store all finished signs off the ground and in a vertical position until erected. Store finished sheet aluminum substrate signs in a weatherproof building. Extruded aluminum substrate signs may be stored outside.

Stockpile salvageable materials at the location shown on the plans or as directed. Accept ownership and dispose of unsalvageable materials in conformance with federal, state, and local regulations.

3.3. **Cleaning**. Wash completed signs in the fabrication shop using a biodegradable cleaning solution acceptable to the manufacturers of the sheeting, colored transparent film, and screen ink to remove grease, oil, dirt, smears, streaks, finger marks, and other foreign material. Wash again before final inspection after erection.

3.4. **Installation**. Install signs as shown on the plans or as directed.

3.5. **Replacement**. Remove the existing signs from the existing or replaced supports and replace with new signs, including mounting hardware, as shown on the plans. At the Engineer's discretion, existing galvanized mounting hardware can be reused if it was not damaged during removal of existing sign.

3.6. **Documentation**. Provide a notarized original of the project-specific Signing Material Statement (Form 2273), from the sign fabricator, along with attached copies of pertinent material certifications for verification of compliance.

4. MEASUREMENT

Signs installed or replaced will be measured by the square foot of the sign face.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Aluminum Signs," or "Replacing Existing Aluminum Signs," of the type specified.

5.1. **Installation**. This price is full compensation for furnishing and installing new signs and hardware; fabrication of sign panels; treatment of sign panels required before application of the background materials; application of the background materials and messages to the sign panels; furnishing and fabricating frames, wind beams, and stiffeners; furnishing bolts, rivets, screws, fasteners, clamps, brackets, and sign support connections; assembling and erecting the signs; preparing and cleaning the signs; and materials, equipment, labor, tools, and incidentals.

5.2. **Replacement**. This price is full compensation for furnishing and installing new aluminum signs and hardware; reusing existing hardware (when applicable); removal of existing signs; fabrication of sign panels; treatment of sign panels required before application of the background materials; application of the background materials and messages to the sign panels; furnishing and fabricating frames, wind beams, and stiffeners; furnishing bolts, rivets, screws, fasteners, clamps, brackets, and sign support connections; assembling and erecting the signs; preparing and cleaning the signs; salvaging and disposing of unsalvageable materials; and materials, equipment, labor, tools, and incidentals.

Item 644
Small Roadside Sign Assemblies

1. DESCRIPTION

1.1. **Installation**. Furnish, fabricate, and erect small roadside sign assemblies or bridge-mounted clearance sign assemblies consisting of the signs, sign supports, foundations (when required), and associated mounting hardware.

1.2. **Relocation**. Relocate existing small roadside sign assemblies or bridge-mounted clearance sign assemblies and furnish and fabricate material as required.

1.3. **Removal**. Remove existing small roadside sign assemblies or bridge-mounted clearance sign assemblies.

2. MATERIALS

Furnish all materials unless otherwise shown on the plans. Furnish only new materials. Furnish and fabricate materials in accordance with the following Items and as shown on the plans.

- Item 421, “Hydraulic Cement Concrete”
- Item 440, “Reinforcement for Concrete”
- Item 441, “Steel Structures”
- Item 442, “Metal for Structures”
- Item 445, “Galvanizing”
- Item 636, “Signs”
- Item 656, “Foundations for Traffic Control Devices”

Use galvanized steel, stainless steel, dichromate sealed aluminum, or other materials shown on the plans for pipe, bolts, nuts, washers, lock washers, screws, and other sign assembly hardware. When dissimilar metals are used, select or insulate metals to prevent corrosion.

3. CONSTRUCTION

Construct foundations in accordance with Item 656. Plumb sign supports. Do not spring or rake posts to secure proper alignment. Use established safety practices when working near underground or overhead utilities. Consult the appropriate utility company before beginning work.

3.1. **Fabrication**. Fabricate sign supports in accordance with Item 441. Ensure all components fit properly.

Verify the length of each post for each sign before fabrication to meet field conditions and sign-mounting heights shown on the plans.

Hot-dip galvanize fabricated parts in accordance with Item 445. Punch or drill any holes in steel parts or members before galvanizing. Repair galvanizing for any steel part or member damaged during assembly, transit, or erection, or for any steel part or member welded, when permitted, after galvanizing. Perform all galvanizing repairs in accordance with Section 445.3.4., “Repairs.”

3.2. **Installation**. Locate and install sign supports as shown on the plans, unless directed to shift the sign supports within design guidelines to secure a more desirable location or avoid conflict with utilities and underground appurtenances. Stake sign support locations for verification by the Engineer.

Install stub posts of the type, spacing, orientation, and projection shown on the plans. Remove and replace posts damaged during installation at the Contractor's expense.

Connect the upper post sections to the stub post sections as shown on the plans. Torque connection bolts as shown on the plans.

Attach signs to supports in conformance with the plans and pertinent Items.

3.3. **Relocation**. Reuse the existing signs as required unless otherwise shown on the plans. Furnish and install new stub posts in new foundations for relocated sign assemblies. Erect the new supports on the new stub posts and attach the existing signs to the supports in conformance with the plans and pertinent Items. Remove existing foundations to be abandoned in accordance with Section 644.3.4., "Removal."

3.4. **Removal**. Remove abandoned concrete foundations to 2 ft. below finished grade unless otherwise shown on the plans. Cut off and remove steel protruding from the remaining concrete. Backfill the remaining hole with material equal in composition and density to the surrounding area. Replace any surfacing with like material to equivalent condition.

3.5. **Handling and Storage**. Handle and store existing signs or portions of signs removed so they are not damaged. Store all signs to be reused off the ground and in a vertical position until erected. Prevent any damage to the various sign assembly components. Replace any portion of the sign damaged by the Contractor designated for reuse or salvage, including messages removed.

Store all new signs off the ground and in a vertical position until erected. Store new sheet aluminum substrate signs in a weatherproof building. Extruded aluminum substrate signs may be stored outdoors.

Stockpile all removed sign components that will be reused or become the property of the Department at designated locations. Accept ownership of unsalvageable materials and dispose of them in conformance with federal, state, and local regulations.

3.6. **Cleaning**. Wash the entire sign after installation using a biodegradable cleaning solution acceptable to the sign face materials manufacturer to remove dirt, grease, oil smears, streaks, finger marks, and other foreign materials.

4. MEASUREMENT

This Item will be measured as each small roadside assembly or bridge-mounted clearance sign assembly installed, removed, or relocated.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Install Small Roadside Sign Assemblies" of the type specified, "Install Bridge-Mounted Clearance Sign Assemblies" of the type specified, "Relocate Small Roadside Sign Assemblies" of the type specified, "Relocate Bridge-Mounted Clearance Sign Assemblies" of the type specified, "Remove Small Roadside Sign Assemblies," or "Remove Bridge-Mounted Clearance Sign Assemblies."

5.1. **Installation**. This price is full compensation for furnishing, fabricating, galvanizing, and erecting the supports; constructing foundations, including concrete (when required); furnishing complete signs, including sign connections and all hardware; attaching the signs to the supports; preparing and cleaning the signs; and materials, equipment, labor, tools, and incidentals.

5.2. **Relocation**. This price is full compensation for removing existing sign assemblies and related materials; furnishing and installing new stub posts and new sign supports; constructing foundations, including concrete

(when required); new hardware; reinstallation of signs; preparing and cleaning the signs; salvaging; disposal of unsalvageable materials; removing existing foundations, backfilling, and surface placement; and materials, equipment, labor, tools, and incidentals.

5.3. **Removal**. This price is full compensation for removing existing sign assemblies and related materials; salvaging; disposal of unsalvageable materials; removing existing foundations, backfilling, and surface placement; and materials, equipment, labor, tools, and incidentals.

Item 666
Retroreflectorized Pavement Markings

1. DESCRIPTION

Furnish and place retroreflectorized or non-retroreflectorized (shadow) pavement markings.

2. MATERIALS

2.1. **Type I Marking Materials (Thermoplastic)**. Furnish in accordance with DMS-8220, "Hot Applied Thermoplastic."

2.2. **Type II Marking Materials (Traffic Paint)**. Furnish in accordance with DMS-8200, "Traffic Paint."

2.3. **Type III Marking Materials (Multipolymer)**. Furnish in accordance with DMS-8230, "Multipolymer Pavement Markings."

2.4. **Glass Traffic Beads**. For Type I, Type II, and Type III pavement markings, furnish drop-on glass beads in accordance with DMS-8290, "Glass Traffic Beads," to meet the specified retroreflective performance requirements for all permanent, longitudinal pavement markings.

2.5. **Labeling**. To sample material, use clearly marked containers that indicate material type, color, mass, manufacturer, and batch number.

3. EQUIPMENT

3.1. **General Requirements**. Use pavement marking equipment that:

- is maintained in satisfactory condition;
- meets or exceeds the requirements of the National Board of Fire Underwriters and the Texas Railroad Commission for this application;
- applies beads by an automatic bead dispenser attached to the pavement marking equipment such that the beads are dispensed uniformly and almost instantly upon the marking as the marking is being applied to the road surface. The bead dispenser must have an automatic cut-off control, synchronized with the cut-off of the pavement marking equipment;
- has an automatic cut-off device with manual operating capabilities to provide clean marking with square ends;
- can produce the types and shapes of profiles specified; and
- can provide continuous mixing and agitation of the pavement marking material. The use of pans, aprons, or similar appliances that the die overruns will not be permitted for longitudinal striping applications exceeding a project length of 2,000 ft., unless otherwise approved.

When placing multipolymer pavement markings (MPM), use equipment designed for pavement preparation and the application of selected type of MPM material.

Provide a handheld thermometer capable of measuring the temperature between 300°F and 450°F to measure the temperature of marking material in the field, when applying Type I material.

3.1.1. **Measuring Retroreflectivity**. Use a mobile retroreflectometer approved by the Materials and Tests Division and certified by the Texas A&M Transportation Institute (TTI) Mobile Retroreflectometer Certification Program.

Use a portable retroreflectometer that:

- uses 30-meter geometry and meets the requirements described in ASTM E1710;
- has either an internal Global Positioning System (GPS) or the ability to be linked with an external GPS with a minimum location accuracy of 16.5 ft., in accordance with the Circular Error Probability (CEP) method (CEP is the radius of the circle with its origin at a known position that encompasses 50% of the readings returned from the GPS instrument); and
- can record and export the GPS location and retroreflectivity reading for each measurement.

3.2. **Material Placement Requirements**. Use equipment that can place:

- a minimum length of 30,000 ft. for 6-in. solid or broken non-profile markings per working day at the specified thickness, unless otherwise approved;
- a minimum length of 15,000 ft. of solid or broken profile pavement markings per working day at the specified thickness;
- linear non-profile markings up to 8 in. wide in a single pass;
- non-profile pavement markings other than solid or broken lines at an approved production rate;
- a centerline and no-passing barrier-line configuration (consisting of one broken line and two solid lines simultaneously) to the alignment, spacing, and thickness for non-profile pavement markings shown on the plans;
- solid and broken lines simultaneously;
- white line from both sides;
- lines with clean edges, reasonably square ends, uniform width with a tolerance of ±1/8 in., and uniform thickness;
- skip lines between 10 and 10.5 ft., a stripe-to-gap ratio of 10 to 30, and a stripe-gap cycle between 39.5 ft. and 40.5 ft., automatically; and
- beads uniformly and almost instantly on the marking as the marking is applied.

For Type I markings, equipment must be capable of providing uniform heating of striping materials to temperatures exceeding 390°F (199°C). Ensure that the material is not heated to a temperature above the maximum temperature recommended by the manufacturer.

For Type I markings, equipment must be capable of maintaining the thermoplastic striping material in a plastic state in all mixing and conveying parts, including the line dispensing device, until applied.

4. CONSTRUCTION

Place markings before opening to traffic unless short-term or work zone markings are allowed.

4.1. **General**. Obtain approval for the sequence of work and estimated daily production. Minimize interference to roadway operations when placing markings on roadways open to traffic. Use traffic control as shown on the plans or as approved. Protect all markings placed under open-traffic conditions from traffic damage and disfigurement. Replace markings when more than 5% of the markings are damaged or disfigured.

Establish guides to mark the lateral location of pavement markings as shown on the plans or as directed and have guide locations verified. Use material for guides that will not leave a permanent mark on the roadway.

Apply markings on completely dry pavement that passes the following tests.

- **Type I Marking Application**. Place a sample of Type I marking material on a piece of tarpaper placed on the pavement. Allow the material to cool to ambient temperature, then inspect the underside of the tarpaper in contact with the pavement. Pavement will be considered dry if there is no condensation on the tarpaper.
- **Type II and Type III Marking Application**. Place a 1-sq. ft. piece of clear plastic on the pavement and weigh down the edges. The pavement is considered dry if, when inspected after 15 min., no condensation has occurred on the underside of the plastic.

Apply markings:

- using personnel skilled and experienced in installation of pavement markings;
- that meet the requirements of Tex-828-B;
- that meet minimum retroreflectivity requirements;
- using widths and colors shown on the plans;
- at locations shown on the plans;
- in proper alignment with the guides without deviating from the alignment more than 1 in. per 200 ft. of roadway or more than 2 in. maximum;
- without abrupt deviations;
- free of blisters and with no more than 5% holes or voids (percent by area);
- with uniform cross-section, density, and thickness;
- with clean and reasonably square ends; and
- that are retroreflectorized with drop-on glass beads.

Remove all applied markings that are not in alignment or sequence as shown on the plans or in accordance with the specifications at the Contractor's expense, in accordance with Item 677, "Eliminating Existing Pavement Markings and Markers," except for measurement and payment.

4.2. **Spot Striping**. Perform spot striping on a callout basis with a minimum callout quantity as shown on the plans.

4.3. **Surface Preparation**. Prepare surfaces in accordance with this Section unless otherwise shown on the plans.

4.3.1. **Surface Cleaning for Pavement Marking Applications on New Asphalt Surfaces with No Existing Pavement Markings and for Retracing of Existing Pavement Markings on All Surfaces**. Use air blast or broom to clean the pavement surface to remove loose material unless otherwise shown on the plans. A sealer for Type I markings is not required unless otherwise shown on the plans. If cleaning is needed beyond what is specified, Engineer can use force account to compensate for the extra effort. This is mainly applied when the pavement is covered with thick layer of dirt or mud or there is grass growing on the pavement.

4.3.2. **Surface Cleaning for All Concrete Surfaces and Asphalt Surfaces Only When Specified in the Plans (Excludes New Asphalt Surfaces with No Existing Pavement Markings and Retracing)**. Clean surfaces in accordance with Item 678, "Pavement Surface Preparation for Markings," to remove curing membrane, dirt, grease, existing loose and flaking construction markings, and other forms of contamination.

4.3.3. **Sealer for Type I Markings**. Apply a pavement sealer when shown on the plans. Pavement sealers are recommended for old asphalt surfaces (more than 3 yr. old) and for all concrete surfaces before placing Type I markings on locations that do not have existing markings. The pavement sealer may be either a Type II marking or an acrylic or epoxy sealer as recommended by the Type I marking manufacturer, unless otherwise shown on the plans. Follow the manufacturer's directions for application of acrylic or epoxy sealers. Clean the surface of sealer that becomes dirty after placement by washing or in accordance with Section 666.4.3.1., "Surface Cleaning for Pavement Marking Applications on New Asphalt Surfaces with No Existing Pavement Markings and for Retracing of Existing Pavement Markings on All Surfaces," as directed.

Place the sealer in the same configuration and color (unless clear) as the Type I markings unless otherwise shown on the plans.

4.4. **Application**. Apply markings during favorable weather unless otherwise directed. If markings are placed at Contractor option when inclement weather is impending and the markings are damaged by subsequent precipitation, the Contractor is responsible for all required replacement costs.

4.4.1. **Type I Markings**. Place all Type I markings after the sealer cures. Apply within the temperature limits recommended by the material manufacturer. Flush the spray head if spray application operations cease for 5 min. or longer, by spraying marking material into a pan or similar container until the material being applied is at the recommended temperature.

Apply on clean, dry pavement passing the moisture test in accordance with Section 666.4.1., "General," and with a surface temperature above 50°F when measured in accordance with Tex-829-B.

The Engineer will measure thickness of markings in accordance with Tex-854-B.

4.4.1.1. **Non-Profile Pavement Markings**. Apply Type I non-profile markings with a minimum thickness of:

- 0.100 in. (100 mils) for new markings and retracing water-based markings on surface treatments involving Item 316, "Seal Coat,"
- 0.060 in. (60 mils) for retracing on thermoplastic pavement markings, or
- 0.090 in. (90 mils) for all other Type I markings.

4.4.1.2. **Profile Pavement Markings**. Apply Type I profile markings with a minimum thickness of 0.090 in. (90 mils) for the longitudinal stripe portion.

In addition, at a longitudinal spacing shown on the plans, the markings must be profiled in a vertical manner such that the profile is transverse to the longitudinal marking direction. The profile must not be less than 0.30 in. (300 mils) nor greater than 0.41 in. (410 mils) in height when measured from the normal top surface plane of the base marking to the top of the raised profile marking. The transverse width of the profile must not be less than 5.25 in. and the longitudinal width not less than 2 in., when measured at the top surface plane of the profile bar. The profile may be either a one or two transverse bar profile. When the two transverse bar profile is used, the spacing between the bases of the profile bars must not exceed 0.50 in. The above dimensions for transverse bars are for 6-in. wide longitudinal marking.

The raised profile markings must be uniform in size, appearance, and spacing. When profile markings are applied in a two-step process, the raised profile markings must be applied first and then the stripe applied over them. The raised profile markings in a two-step process may be circular in shape. The circular profile markings must be uniform in diameter and the diameter must not be less than 5.25 in. The height of the apex must not be less than 0.30 in. (300 mils) nor greater than 0.41 in. (410 mils) when measured from the normal top surface of the base marking to the top of the raised profile marking.

4.4.1.3. **Type I All-Weather Pavement Markings**. Apply Type I all-weather markings to at least 100-mil film thickness.

4.4.2. **Type II Markings**. Apply on surfaces with a minimum surface temperature of 50°F when measured in accordance with Tex-829-B. Apply at least 30 gal. per mile on concrete and asphalt surfaces and at least 33 gal. per mile on surface treatments for a solid 6-in. line. Adjust application rates proportionally for other widths. When Type II markings are used as a sealer for Type I markings, apply at least 22-1/2 gal. per mile using Type II drop-on beads.

Apply Type II all-weather markings to at least 25-mil wet film thickness.

4.4.3. **Type III Markings**. Apply in conformance with the manufacturer's recommendations.

4.4.4. **Bead Coverage and Embedment**. Provide a uniform distribution of beads across the surface of the stripe with 40–60% bead embedment.

4.4.5. **Durability**. Provide markings that do not lose more than 5% of the striping material in any 1-ft. section of stripe during their performance period in accordance with Section 666.4.8., "Performance Period." Measure the durability in accordance with ASTM D913.

4.5. **Retroreflectivity Requirements**. Retroreflectivity requirements are not required for Contracts with less than 20,000 total ft. of longitudinal pavement markings, callout work, black shadow markings, or work zone pavement markings. Retroreflectivity requirements are for dry conditions unless otherwise specified.

4.5.1. **Type I Markings**. All Type I markings, including profile markings, must meet the following minimum retroreflectivity values for all longitudinal edgeline, centerline, no-passing barrier line, and lane line markings.

- **White Markings (ASTM E1710)**. 250 millicandelas per square meter per lux (mcd/m^2/lx).
- **Yellow Markings (ASTM E1710)**. 175 mcd/m^2/lx.

Collect retroreflectivity measurement for markings applied on pavement surface other than seal coat after 10 days but not later than 30 days from the time of application. For markings applied on seal coat, measure retroreflectivity after 3 days but not later than 10 days from the time of application.

4.5.2. **Type I High-Performance Markings**. Type I high-performance markings must meet the following minimum retroreflectivity values for all longitudinal edgeline, centerline, no-passing barrier line, and lane line markings when measured any time after 30 days but not later than 60 days from the time of application.

- **White Markings (ASTM E1710)**. 400 mcd/m^2/lx.
- **Yellow Markings (ASTM E1710)**. 250 mcd/m^2/lx.

4.5.3. **Type I All-Weather Markings**. Type I all-weather markings must meet the following minimum retroreflectivity values for all longitudinal edgeline, centerline, no-passing barrier line, and lane line markings when measured any time after 30 days but not later than 60 days from the time of application.

- **White Markings Dry (ASTM E1710)**. 400 mcd/m^2/lx.
- **Yellow Markings Dry (ASTM E1710)**. 250 mcd/m^2/lx.
- **White Markings Wet Continuous (ASTM E2832)**. 150 mcd/m^2/lx.
- **Yellow Markings Wet Continuous (ASTM E2832)**. 125 mcd/m^2/lx.

4.5.4. **Type II Markings**. Type II markings must meet the following minimum retroreflectivity values for all longitudinal edgeline, centerline, no-passing barrier line, and lane line, markings.

- **White Markings**. 175 mcd/m^2/lx.
- **Yellow Markings**. 125 mcd/m^2/lx.

Collect retroreflectivity measurement for markings applied on pavement surface other than seal coat after 10 days but not later than 30 days from the time of application. For markings applied on seal coat, measure retroreflectivity after 3 days but not later than 10 days from the time of application.

4.5.5. **Type II All-Weather Markings**. Meet the following minimum retroreflectivity values for all longitudinal edgeline, centerline, no-passing barrier line, and lane line markings.

- **White Markings Dry (ASTM E1710)**. 250 mcd/m^2/lx.
- **Yellow Markings Dry (ASTM E1710)**. 150 mcd/m^2/lx.
- **White Markings Wet Continuous (ASTM E2832)**. 100 mcd/m^2/lx.
- **Yellow Markings Wet Continuous (ASTM E2832)**. 75 mcd/m^2/lx.

Collect retroreflectivity measurement for markings applied on pavement surface other than seal coat after 10 days but not later than 30 days from the time of application. For markings applied on seal coat, measure the retroreflectivity after 3 days but not later than 10 days from the time of application.

4.5.6. **Type III Markings**. Type III markings must meet the following minimum retroreflectivity values for all longitudinal edgeline, centerline, no-passing barrier line, and lane line markings when measured any time after 30 days but not later than 60 days from the time of application.

- **White Markings**. 400 mcd/m^2/lx.
- **Yellow Markings**. 250 mcd/m^2/lx.

4.5.7. **Type III All-Weather Markings**. Type III all-weather markings must meet the following minimum retroreflectivity values for all longitudinal edgeline, centerline, no-passing barrier line, and lane line markings when measured any time after 30 days but not later than 60 days from the time of application.

- **White Markings Dry (ASTM 1710)**. 400 mcd/m^2/lx.
- **Yellow Markings Dry (ASTM 1710)**. 250 mcd/m^2/lx.
- **White Markings Wet Continuous (ASTM 2832)**. 150 mcd/m^2/lx.
- **Yellow Markings Wet Continuous (ASTM 2832)**. 125 mcd/m^2/lx.

4.6. **Retroreflectivity Measurements**. Use a mobile retroreflectometer to measure the retroreflectivity of markings for Contracts with more than 50,000 total ft. of longitudinal pavement markings, unless otherwise shown on the plans. For Contracts between 20,000 and 50,000 total ft. of longitudinal pavement markings, mobile or portable retroreflectometers may be used at the Contractor's discretion. Coordinate with and obtain authorization from the Engineer before starting any retroreflectivity data collection.

Use a portable retroreflectometer for measuring the wet continuous retroreflectivity in accordance with ASTM E2832. Notify the Department when wet retroreflectivity measurements are to be taken. The Department will observe the wet retroreflectivity readings.

4.6.1. **Mobile Retroreflectometer Measurements**. Provide mobile measurement averages for every 0.1 mi. unless otherwise specified or approved. Take measurements on each section of roadway for each series of markings (e.g., edgeline, center skip line, and each line of a double line) and for each direction of traffic flow. Measure each line in both directions for centerlines on two-way roadways (i.e., measure both double solid lines in both directions and measure all center skip lines in both directions). Furnish measurements in accordance with Item 667, "Mobile Retroreflectivity Data Collection for Pavement Markings," unless otherwise approved. The Engineer may require a field comparison check using a calibrated portable retroreflectometer for verification and to ensure accuracy. Use all equipment in conformance with the manufacturer's recommendations and directions. Inform the Engineer and TTI at least 24 hr. before taking any measurements.

A marking meets the retroreflectivity requirements if:

- the combined average retroreflectivity measurement for a 1-mi. segment meets the minimum retroreflectivity values specified and no more than 30% of the retroreflectivity measurement values are below the minimum retroreflectivity requirements value within that 1-mi. segment; or
- the combined average retroreflectivity measurement for a 1-mi. segment does not meet the minimum retroreflectivity values specified, but no more than 20% of the retroreflectivity measurements within that 1-mi. segment are below the minimum retroreflectivity requirement.

The 1-mi. segment will start from the beginning of the data collection and end after a mile's worth of measurements have been taken. Each subsequent mile of measurements will be a new segment. Centerlines with two stripes (either solid or broken) will result in 2 mi. of data for each mile segment. Each centerline stripe must be tested for compliance as a stand-alone stripe.

Restripe at the Contractor's expense if the markings fail retroreflectivity requirements. Take retroreflectivity measurements of all restriped markings following the time interval allowed based on the type of marking and the pavement surface for the latest application.

For all Type I markings, if the restripe application does not meet minimum retroreflectivity requirements or the initial stripe combined with the restripe exceeds 0.180 in. (180 mils), the Engineer may require:

- removal of all existing markings,
- a new application as initially specified, and
- a repeat of the application process until minimum retroreflectivity requirements are met.

For all Type III markings, if the first application does not meet minimum retroreflectivity requirements, the Engineer may require removal of all existing markings, a new application as initially specified, and a repeat of the application process until minimum retroreflectivity requirements are met.

4.6.2. **Portable Retroreflectometer Measurements**. For non-all-weather markings, provide portable measurement averages for every 1.0 mi. unless otherwise specified or approved. Using a portable reflectometer, take at least 20 measurements for each 1-mi. section of roadway for each series of markings (e.g., edgeline, center skip line, and each line of a double line) and direction of traffic flow. Measure each line in both directions for centerlines on two-way roadways (i.e., measure both double solid lines in both directions and measure all center skip lines in both directions). The spacing between each measurement must be at least 100 ft. The Engineer may decrease the mileage frequency for measurements if the previous measurements provide satisfactory results. The Engineer may resume the original number of measurements if concerns arise.

For all-weather markings, take at least three measurements for each series of markings (e.g., edgeline, center skip line, and each line of a double line) and direction of traffic flow and average the three measurements for each marking. The spacing between each measurement must be at least 100 ft. If the average of the three measurements taken on an individual marking falls below the minimum acceptable retroreflectivity value, take at least six additional measurements on that individual marking and average them. These six additional measurements must also be spaced at least 100 ft. apart. If the average of these six measurements falls below the minimum acceptable retroreflectivity value, the marking does not meet the performance requirements.

Restripe at the Contractor's expense if the averages of these measurements fail. Retake portable retroreflectometer measurements of all restriped markings following the time interval allowed based on the type of marking and the pavement surface for the latest application.

4.7. **Traffic Control**. Provide traffic control, as required, when taking portable retroreflectivity measurements after marking application. For the minimum traffic control requirements on low-volume roadways (as shown on the plans), refer to "Temporary Road Closure" in Part 6 of the TMUTCD. For all other roadways, the minimum traffic control requirements will be as shown on the Traffic Control Plan (TCP) standard sheets TCP (3-1) and TCP (3-2). The lead vehicle will not be required on divided highways. The TCP and traffic control devices must meet the requirements listed in Item 502, "Barricades, Signs, and Traffic Handling." Time restrictions that apply during striping application will also apply during the retroreflectivity inspections, except when using the mobile retroreflectometer, unless otherwise shown on the plans or approved.

4.8. **Performance Period**. All longitudinal markings must meet the minimum retroreflectivity requirements within the timeframe specified. All markings must meet all other performance requirements in accordance with this Item for at least 30 calendar days after installation. Unless otherwise directed, remove pavement markings that fail to meet requirements and replace them at the Contractor's expense. Replace failing markings within 30 days of notification. All replacement markings must also meet all requirements in accordance with this Item for at least 30 calendar days after installation.

4. MEASUREMENT

This Item will be measured by the foot; by each word, symbol, or shape; or by any other unit shown on the plans. Each stripe will be measured separately.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Acrylic or epoxy sealer, or Type II markings when used as a sealer for Type I markings, will be measured by the foot; by each word, symbol, or shape; or by any other unit shown on the plans.

Profile pavement markings will be measured as a marking consisting of both the pavement marking stripe and the raised profile, regardless of the installation method used.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Pavement Sealer" of the size specified; "Pavement Sealer (Call Out)" of the size specified; "Retroreflectorized Pavement Markings" of the type, color, shape, width, size, and thickness specified; "Non-Retroreflectorized Shadow Pavement Markings" of the type, width, size, and thickness specified; "Type I High Performance Pavement Markings" of the color, width, size, and thickness specified; "All-Weather Pavement Markings" of the type, color, shape, width, and thickness specified; "Pavement Marking (Call Out)" of the type, color, width, size, and thickness specified; or "Retroreflectorized Profile Pavement Markings" of the color, shape, size, and width specified.

This price is full compensation for application of pavement markings, materials, equipment, labor, tools, and incidentals.

Surface cleaning for all concrete surfaces and asphalt surfaces only when shown on the plans (excludes new asphalt surfaces with no existing pavement markings and retracing) will be paid for under Item 678. Surface cleaning for pavement marking applications on new asphalt surfaces with no existing pavement markings and for retracing of existing pavement markings on all surfaces will not be paid for directly, but will be subsidiary to this Item. If cleaning is needed beyond regular brooming and blowing compressed air, the Engineer may use force account to compensate for the extra effort. This is mainly applied when the pavement is covered with a thick layer of dirt or mud or grass is growing on the pavement.

Surface preparation of any surface where pavement markings are being retraced, except for sealing, will not be paid for directly, but will be subsidiary to this Item.

If the Engineer requires that markings be placed in inclement weather, repair or replacement of markings damaged by the inclement weather will be paid for in addition to the original plans quantity.

Item 677
Eliminating Existing Pavement Markings and Markers

1. DESCRIPTION

Eliminate existing pavement markings and raised pavement markers (RPMs).

2. MATERIALS

Furnish surface treatment materials in accordance with the following Items.

- Item 300, "Asphalts, Oils, and Emulsions"
- Item 302, "Aggregates for Surface Treatments"
- Item 315, "Fog Seal"
- Item 316, "Seal Coat"

Use approved patching materials for repairing damaged surfaces.

Use a commercial abrasive blasting medium capable of producing the specified surface cleanliness. Use potable water when water is required.

3. EQUIPMENT

Furnish and maintain equipment in good working condition. Use moisture and oil traps in air compression equipment to remove all contaminants from the blasting air and prevent the deposition of moisture, oil, or other contaminants on the roadway surface.

4. CONSTRUCTION

Eliminate existing pavement markings and markers on both concrete and asphaltic surfaces such that color and texture contrast of the removed area and surrounding pavement surface will be held to a minimum. Remove all markings and markers with minimal damage to the roadway to the satisfaction of the Engineer. Repair damage to asphaltic surfaces such as spalling and shelling greater than 1/8 in. deep resulting from the removal of pavement markings and markers. Dispose of markers in conformance with federal, state, and local regulations. Use any of the following methods unless otherwise shown on the plans. Refer to the *Pavement Marking Handbook* for additional information on removal types and best practices.

4.1. **Surface Treatment Method**. Apply surface treatment material at the rates shown on the plans, or as directed. Place a surface treatment at least 2 ft. wide to cover the existing marking. Place a surface treatment, thin overlay, or microsurfacing at least one lane in width in areas where directional changes of traffic are involved or other areas as directed.

4.2. **Burn Method**. Use an approved burning method. For thermoplastic pavement markings or prefabricated pavement markings, heat may be applied to remove the bulk of the marking material before blast cleaning. When using heat, avoid spalling pavement surfaces. Ensure the burning heads are not left in one place too long to prevent pavement damage. Sweeping or light blast cleaning may be used to remove minor residue.

4.3. **Blasting Method**. Use a blasting method such as high-pressure water blasting, abrasive blasting, water abrasive blasting, shot blasting, slurry blasting, water-injected abrasive blasting, or brush blasting as

approved. Use high-pressure water blasting for removal of pavement markings for lane shifts on concrete surfaces.

4.4. **Mechanical Method**. Use any mechanical method except grinding. Do not use flail milling on grooved concrete or porous asphalt.

4.5. **Corrective Actions**. Whenever removed markings on asphalt surfaces continue to simulate pavement markings to an extent determined by the Engineer to cause driver confusion, apply a fog seal or slurry at least 2 ft. wide over the area where pavement markings were removed as approved.

5. MEASUREMENT

This Item will be measured by each word, symbol, or shape eliminated; by the foot of marking eliminated; or by any other unit shown on the plans.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Eliminating Existing Pavement Markings and Markers" of the type and width as applicable. This price is full compensation for the elimination method used and materials, equipment, tools, labor, and incidentals. Removal of RPMs will not be paid for directly, but will be subsidiary to pertinent Items.

Item 678
Pavement Surface Preparation for Markings

1. DESCRIPTION

Prepare pavement surface areas before placement of pavement markings and raised pavement markers (RPMs). Item 677, “Eliminating Existing Pavement Markings and Markers,” governs removal of existing markings.

2. MATERIALS

When abrasive blasting is used, use a commercial abrasive blasting medium capable of producing the specified surface cleanliness. Use potable water when water is required.

3. EQUIPMENT

Furnish and maintain equipment in good working condition. Use moisture and oil traps in air compression equipment to remove all contaminants from the blasting air and prevent the deposition of moisture, oil, or other contaminants on the roadway surface.

4. CONSTRUCTION

Prepare enough pavement surface for the pavement markings or RPMs shown on the plans. Remove all contamination and loose material. Avoid damaging the pavement surface. Remove loose and flaking material when existing pavement markings are present. Approved pavement surface preparation methods are sweeping, air blasting, flail milling, and blasting methods in accordance with Section 677.4.3., “Blasting Method,” unless otherwise shown on the plans.

Air blast concrete pavement surfaces, in addition to the above, after the removal of contamination or existing material and just before placing the stripe. Perform air blasting using a compressor capable of generating compressed air at a minimum of 150 cu. ft. per minute and 100 psi using 5/16-in. or larger hosing.

Contaminants up to 0.5 sq. in. may remain if they are not removed by the following test, performed just before application of markings.

- **Step 1**. Air blast the surface to be tested, to simulate blasting during application of markings.
- **Step 2**. Firmly press a 10-in. long, 2-in. wide strip of monofilament tape onto the surface, leaving approximately 2 in. free.
- **Step 3**. Grasp the free end and remove the tape with a sharp pull.

5. MEASUREMENT

This Item will be measured by the foot for each width specified; by each word, shape, or symbol; or by any other unit except lump sum.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., “Plans Quantity Measurement.” Additional measurements or calculations will be made if adjustments of quantities are required.

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Pavement Surface Preparation for Markings" of the type and width as applicable. This price is full compensation for the cleaning method used, materials, equipment, labor, tools, and incidentals.

Special Provision to Item 000
Nondiscrimination

1. DESCRIPTION

All recipients of federal financial assistance are required to comply with various nondiscrimination laws, including Title VI of the Civil Rights Act of 1964, as amended (Title VI). Title VI forbids discrimination against anyone in the United States on the grounds of race, color, or national origin by any agency receiving federal funds.

The Owner, as a recipient of federal financial assistance, and under Title VI and related statutes, ensures that no person will on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment in accordance with 42 USC 2000d-3), color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any of Owner's programs or activities.

2. DEFINITION OF TERMS

Where the term "Contractor" appears in the following six nondiscrimination clauses, the term "Contractor" is understood to include all parties to Contracts or agreements with the Owner.

3. NONDISCRIMINATION PROVISIONS

During the performance of this Contract, the Contractor agrees as follows.

3.1. Compliance with Regulations. The Contractor must comply with the Regulations pertinent to nondiscrimination in federally assisted programs of the United States Department of Transportation 49 CFR 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

3.2. Nondiscrimination. The Contractor, regarding the work performed during the Contract, must not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor must not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, the Contractor must notify each potential subcontractor or supplier of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

3.4. Information and Reports. The Contractor must provide all information and reports required by the Regulations or directives issued pursuant thereto, and must permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Recipient or the Owner to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor must so certify to the Owner, or the Texas Department of Transportation as appropriate, and must set forth what efforts it has made to obtain the information.

3.5. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Owner must impose such Contract sanctions as it or the Owner may

determine to be appropriate, including, but not limited to actions defined in Article 5.1., “Authority of Engineer.”

3.6. Incorporation of Provisions. The Contractor must include the provisions of Sections 3.1–3.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor must take such action with respect to any subcontract or procurement as the Owner may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Owner to enter into such litigation to protect the interests of the Owner, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Special Provision to Item 000
Certification of Nondiscrimination in Employment

1. GENERAL

By signing this proposal, the Bidder certifies that it has participated in a previous Contract or subcontract subject to the equal opportunity clause, as required by Executive Order (EO) 10925, 11114, ~~or 11246,~~ or if it has not participated in a previous Contract of this type, or if it has had previous Contracts or subcontracts and has not filed, it will file with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity (EEO), all reports due under the applicable filing requirements.

Note—The above certification is required by the EEO Regulations of the Secretary of Labor [41 CFR 60-1.7(b)(1)], and must be submitted by Bidders and proposed subcontractors only in connection with Contracts and subcontracts that are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only Contracts or subcontracts of $10,000 or less are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the EOs or their implementing regulations.

Proposed prime Contractors and subcontractors that have participated in a previous Contract or subcontract subject to the EO and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of Contracts and subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by FHWA or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Special Provision 000

Cargo Preference Act Requirements in Federal Aid Contracts

1. DESCRIPTION

All recipients of federal financial assistance are required to comply with the U.S. Department of Transportation's Cargo Preference Act requirements, 46 CFR 381, "Use of United States-Flag Vessels."

This requirement applies to material or equipment that is acquired specifically for a federal-aid highway project. It is not applicable to goods or materials that come into inventories independent of an FHWA-funded Contract.

When oceanic shipments are necessary for materials or equipment acquired for a specific federal-aid construction project, the Contractor agrees to:

- use privately owned United States-flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels;

- furnish a legible copy of a rated, onboard commercial ocean bill of lading in English for each shipment of cargo described in Paragraph (b)(1) of 46 CFR 381, Section 7, "Federal Grant, Guaranty, Loan and Advance of Funds Agreements," within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, to both the Engineer (through the prime Contractor in the case of subcontractor bills of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and

- insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

Special Provision to Item 000
Schedule of Liquidated Damages

The dollar amount of daily contract administration Liquidated Damages per Working Day is $600.

Special Provision to Item 000
Disadvantaged Business Enterprise in Federal-Aid Contracts

1. DESCRIPTION

The purpose of this Special Provision is to carry out the U.S. Department of Transportation's (DOT) policy of ensuring nondiscrimination in the award and administration of DOT-assisted Contracts and creating a level playing field on which firms owned and controlled by individuals who are determined to be socially and economically disadvantaged can compete fairly for DOT-assisted Contracts.

2. DISADVANTAGED BUSINESS ENTERPRISE IN FEDERAL-AID CONTRACTS

2.1. Policy. It is the policy of the DOT and the Texas Department of Transportation (Department) that DBEs, as defined in 49 CFR Part 26, Subpart A, and the Department's DBE Program, will have the opportunity to participate in the performance of Contracts financed in whole or in part with federal funds. The DBE requirements of 49 CFR Part 26, and the Department's DBE Program, apply to this Contract as follows.

The Contractor must solicit DBEs through reasonable and available means, as defined in 49 CFR Part 26, Appendix A, and the Department's DBE Program, or show a good faith effort to meet the DBE goal for this Contract.

The Contractor, subrecipient, or subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Owner deems appropriate.

The requirements of this Special Provision must be physically included in any subcontract.

By signing the Contract proposal, the Bidder is certifying that the DBE goal as stated in the proposal will be met by obtaining commitments from eligible DBEs or that the Bidder will provide acceptable evidence of good faith effort to meet the commitment.

2.2. Definitions.

2.2.1. Administrative Reconsideration. A process by which the low bidder may request reconsideration when the Department determines the good faith effort (GFE) requirements have not been met.

2.2.2. Commercially Useful Function (CUF). A CUF occurs when a DBE has the responsibility for the execution of the work and carrying out such responsibilities by actually performing, managing, and supervising the work.

2.2.3. Disadvantaged Business Enterprise (DBE). A for-profit small business certified through the Texas Unified Certification Program in accordance with 49 CFR Part 26, that is at least 51% owned by one or more socially and economically disadvantaged individuals, or in the case of a publicly owned business, in which is at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals, and whose management and daily business operations are controlled by one or more of the individuals who own it.

2.2.4. DBE Joint Venture. An association of a DBE firm and one or more other firms to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills, and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the Contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

2.2.5. DOT. The U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

2.2.6. Federal-Aid Contract. Any Contract between the Owner and a Contractor that is paid for in whole or in part with DOT financial assistance.

2.2.7. Good Faith Effort. All necessary and reasonable steps to achieve the contract goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain enough DBE participation, even if not fully successful. Good faith efforts are evaluated before award and throughout performance of the Contract. For guidance on good faith efforts, see 49 CFR Part 26, Appendix A.

2.2.8. North American Industry Classification System (NAICS). A designation that best describes the primary business of a firm. The NAICS is described in the North American Industry Classification Manual—United States, which is available on the Internet at the U.S. Census Bureau website: https://www.census.gov/naics/.

2.2.9. Race-Conscious. A measure or program that is focused specifically on assisting only DBEs, including women-owned businesses.

2.2.10. Race-Neutral DBE Participation. Any participation by a DBE through customary competitive procurement procedures.

2.2.11. Texas Unified Certification Program (TUCP) Directory. An online directory listing all DBEs currently certified by the TUCP. The Directory identifies DBE firms whose participation on a Contract may be counted toward achievement of the assigned DBE Contract goal.

2.3. Contractor's Responsibilities.

2.3.1. DBE Liaison Officer. Designate a DBE liaison officer who will administer the Contractor's DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.

2.3.2. Compliance Tracking System (CTS). This Contract is subject to Contract compliance tracking. Contractors and DBEs are required to provide any noted and requested Contract compliance-related data to the Owner. This includes, but is not limited to, commitments, payments, substitutions, and good faith efforts. Contractors and DBEs are responsible for responding by any noted response date or due date to any instructions or request for information by the Owner, and to check the system on a regular basis. A Contractor is responsible for ensuring all DBEs have completed all requested items and that their contact information is accurate and up-to-date. The Owner may require additional information related to the Contract to be provided at any time before, during, or after contract award.

In its sole discretion, the Owner may require that contract compliance tracking data be submitted by Contractors and DBEs in an alternative format prescribed by the Owner.

2.3.3. Apparent Low Bidder. The apparent low bidder must submit DBE commitments to satisfy the DBE goal or submit good faith effort Form 2603 and supporting documentation demonstrating why the goal could not be achieved, in whole or part, no later than 5 calendar days after bid opening. The means of transmittal and the risk of timely receipt of the information will be the bidder's responsibility and no extension of the 5-calendar-day timeframe will be allowed for any reason.

2.3.4. DBE Contractor. A DBE Contractor may receive credit toward the DBE goal for work performed by its own forces and work subcontracted to DBEs. If a DBE subcontracts to a non-DBE, that information must be reported monthly.

2.3.5. DBE Committal. Only those DBEs certified by the TUCP are eligible to be used for goal attainment. The Department maintains the TUCP DBE Directory. The Directory can be accessed at the following Internet address: https://txdot.txdotcms.com/.

A DBE must be certified on the day the commitment is considered and at time of subcontract execution. It is the Contractor's responsibility to ensure firms identified for participation are approved certified DBE firms.

The Bidder is responsible to ensure that all submittals are checked for accuracy. Any and all omissions, deletions, and/or errors that may affect the end result of the commitment package are the sole liabilities of the bidder.

Commitments in excess of the goal are considered race-neutral commitments.

2.3.6. Good Faith Effort Requirements. A Contractor who cannot meet the Contract goal, in whole or in part, must make adequate good faith efforts to obtain DBE participation as so stated and defined in 49 CFR Part 26, Appendix A.

2.3.6.1. Administrative Reconsideration. If the Owner determines that the apparent low bidder has failed to satisfy the good faith efforts requirement, the Owner will notify the Bidder of the failure and will give the Bidder an opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so.

The Bidder must request an administrative reconsideration of that determination within 3 days of the date of receipt of the notice. The request must be submitted directly to the Owner.

If a request for administrative reconsideration is not filed within the period specified the determination made is final and further administrative appeal is barred.

If a reconsideration request is timely received, the reconsideration decision will be made by the Department's DBE liaison officer or, if the DBE liaison officer took part in the original determination, the Department's executive director will appoint a department employee to perform the administrative reconsideration. The employee will hold a senior leadership position and will report directly to the executive director.

The meeting or written documentation must be provided or held within 7 days of the date the request was submitted.

The Department will provide to the Owner a written decision, which will then be provided to the Bidder if the Bidder did or did not make adequate good faith efforts to meet the Contract goal. The reconsideration decision is final and is not administratively appealed to DOT.

2.3.7. Determination of DBE Participation. The work performed by the DBE must be reasonably construed to be included in the work area and NAICS work code identified by the Contractor in the approved commitment.

Participation by a DBE on a Contract will not be counted toward DBE goals until the amount of the participation has been paid to the DBE.

Payments made to a DBE that was not on the original commitment may be counted toward the Contract goal if that DBE was certified as a DBE before the execution of the subcontract and has performed a Commercially Useful Function.

The total amount paid to the DBE for work performed with its own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its Contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subcontractor is itself a DBE.

DBE Goal credit for the DBE subcontractors leasing of equipment or purchasing of supplies from the Contractor or its affiliates is not allowed. Project materials or supplies acquired from an affiliate of the Contractor cannot directly or indirectly (second or lower tier subcontractor) be used for DBE goal credit.

If a DBE firm is declared ineligible due to DBE decertification after the execution of the DBE's subcontract, the DBE firm may complete the work and the DBE firm's participation will be counted toward the Contract goal. If the DBE firm is decertified before the DBE firm has signed a subcontract, the Contractor is obligated to replace the ineligible DBE firm or demonstrate that it has made good faith efforts to do so.

The Contractor may count 100% of its expenditure to a DBE manufacturer. According to 49 CFR 26.55(e)(1)(i), a DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

The Contractor may count only 60% of its expenditure to a DBE regular dealer. According to 49 CFR 26.55(e)(2)(i), a DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. A firm may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the firm both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment must be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. A long-term lease with a third-party transportation company is not eligible for 60% goal credit.

With respect to materials or supplies purchased from a DBE that is neither a manufacturer nor a regular dealer, the Contractor may count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a jobsite.

A Contractor may count toward its DBE goal a portion of the total value of the Contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the Contract performed by the DBE.

2.3.8. Commercially Useful Function. It is the Contractor's obligation to ensure that each DBE used on federal-assisted contracts performs a commercially useful function on the Contract.

The Owner will monitor performance during the Contract to ensure each DBE is performing a CUF.

Under the terms established in 49 CFR 26.55, a DBE performs a CUF when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.

With respect to material and supplies used on the Contract, a DBE must be responsible for negotiating price, determining quality and quantity, ordering the material, installing the material, if applicable, and paying for the material itself.

With respect to trucking, the DBE trucking firm must own and operate at least one fully licensed, insured, and operational truck used on the Contract. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract. The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped

with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the Contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.

A DBE does not perform a CUF when its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed to obtain the appearance of DBE participation. The Owner will evaluate similar transactions involving non-DBEs to determine whether a DBE is an extra participant.

If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work than would be expected on the basis of normal industry practice for the type of work involved, the Owner will presume that the DBE is not performing a CUF.

If the Owner determines that a DBE is not performing a CUF, no work performed by such DBE will count as eligible participation. The denial period of time may occur before or after a determination has been made by the Owner.

In case of the denial of credit for non-performance of a CUF, the Contractor will be required to provide a substitute DBE to meet the Contract goal or provide an adequate good faith effort when applicable.

2.3.8.1. Rebuttal of a Finding of No Commercially Useful Function. Consistent with the provisions of 49 CFR 26.55(c)(4)&(5), before the Owner makes a final finding that no CUF has been performed by a DBE, the Owner will notify the DBE and provide the DBE the opportunity to provide rebuttal information.

CUF determinations are not subject to administrative appeal to DOT.

2.3.9. Joint Check. The use of joint checks between a Contractor and a DBE is allowed with Owner approval. To obtain approval, the Contractor must submit a completed Form 2178, “DBE Joint Check Approval,” to the Owner.

The Owner will closely monitor the use of joint checks to ensure that such a practice does not erode the independence of the DBE nor inhibit the DBE’s ability to perform a CUF. When joint checks are used, DBE credit toward the Contract goal will be allowed only when the subcontractor is performing a CUF in accordance with 49 CFR 26.55(c)(1).

Long-term or open-ended joint checking arrangements may be a basis for further scrutiny and may result in the lack of participation towards the Contract goal requirement if DBE independence cannot be established.

Joint checks will not be allowed simply for the convenience of the Contractor.

If the proper procedures are not followed or the Owner determines that the arrangements result in a lack of independence for the DBE involved, no credit for the DBE’s participation as it relates to the material cost will be used toward the Contract goal requirement, and the Contractor will need to make up the difference elsewhere on the project.

2.3.10. DBE Termination and Substitution. No DBE named in the commitment submitted under Section 2.3.5. will be terminated for convenience, in whole or part, without the Owner’s approval. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

Unless consent is provided, the Contractor will not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Contractor, before submitting its request to terminate, must first give written notice to the DBE of its intent to terminate and the reason for the termination. The Contractor will copy the Owner on the Notice of Intent to terminate.

The DBE has 5 calendar days to respond to the Contractor's notice and will advise the Contractor and the Owner of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime Contractor's request for termination.

The Owner may provide a shorter response time if required in a particular case as a matter of public necessity.

The Owner will consider both the Contractor's request and DBE's stated position before approving the request. The Owner may provide a written approval only if it agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate the DBE. If the Owner does not approve the request, the Contractor must continue to use the committed DBE firm in accordance with the Contract. For guidance on what good cause includes, see 49 CFR 26.53.

Good cause does not exist if the Contractor seeks to terminate, reduce, or substitute a DBE it relied upon to obtain the Contract so that the Contractor can self-perform the work for which the DBE firm was engaged.

When a DBE subcontractor is terminated, make good faith efforts to find, as a substitute for the original DBE, another DBE to perform, at least to the extent needed to meet the established Contract goal, the work that the original DBE was to have performed under the Contract.

Submit the completed Form 2228, "DBE Termination Substitution Request," within seven (7) days, which may be extended for an additional 7 days if necessary at the request of the Contractor. The Owner will provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated. If the Owner determines that good faith efforts were not demonstrated, the Contractor will have the opportunity to appeal the determination to the Department.

2.3.11. Reports and Records. By the 15th of each month and after work begins, report payments to meet the DBE goal and for DBE race-neutral participation on projects with or without goals. These payment reports will be required until all DBE subcontracting or material supply activity is completed. Negative payment reports are required when no activity has occurred in a monthly period.

Notify the Owner if payment to any DBE subcontractor is withheld or reduced.

Before receiving final payment from the Owner, the Contractor must indicate a final payment on the compliance tracking system. The final payment is a summary of all payments made to the DBEs on the project.

All records must be retained for a period of 3 years following completion of the Contract work, and must be available at reasonable times and places for inspection by authorized representatives of the Owner, the Department, or the DOT. Provide copies of subcontracts or agreements and other documentation upon request.

2.3.12. Failure to Comply. If the Owner determines the Contractor has failed to demonstrate good faith efforts to meet the assigned goal, the Contractor will be given an opportunity for reconsideration by the Department.

A Contractor's failure to comply with the requirements of this Special Provision will constitute a material breach of this Contract. In such a case, the Owner reserves the right to terminate the Contract; to deduct the

amount of DBE goal not accomplished by DBEs from the money due or to become due the Contractor; or to secure a refund, not as a penalty but as liquidated damages, to the Owner or such other remedy or remedies as the Owner deems appropriate.

2.3.13. Investigations. The Owner may conduct reviews or investigations of participants as necessary. All participants, including, but not limited to, DBEs and complainants using DBE Subcontractors to meet the Contract goal, are required to cooperate fully and promptly with compliance reviews, investigations, and other requests for information.

2.3.14. Falsification and Misrepresentation. If the Owner determines that a Contractor or subcontractor was a knowing and willing participant in any intended or actual subcontracting arrangement contrived to artificially inflate DBE participation or any other business arrangement determined by the Owner to be unallowable, or if the Contractor engages in repeated violations, falsification, or misrepresentation, the Owner may:

- refuse to count any fraudulent or misrepresented DBE participation;
- withhold progress payments to the Contractor commensurate with the violation;
- refer the matter to the Office of Inspector General of the US Department of Transportation for investigation; and/or
- seek any other available contractual remedy.

Special Provision to Item 6L
Control of Materials

Item 6L, "Control of Materials" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 1.1. "Buy America," and Section 1.2., "Buy America Exceptions," are voided and replaced by the following.

1.1. Buy America. Comply with the latest provisions of Build America, Buy America Act (BABA Act) and applicable CFR, which restrict funds being made available from Federal financial assistance programs unless all the iron products, steel products, manufactured products, and construction materials used in the project are manufactured in the United States. Use iron or steel products, manufactured products, or construction materials manufactured in the United States for all permanently installed materials and products except when defined in Section 1.1.5., "Buy America Exceptions."

A material is solely classified based on its status at the time it is brought to the work site as either an iron or steel product, construction material, manufactured product, or excluded material. Refer to the Buy America Material Classification Sheet found at https://www.txdot.gov/business/resources/materials/buy-america/buy-america-material-classification-sheet.html for additional clarification on material classification.

1.1.1. Materials Excluded from Buy America. Excluded Materials mean cement and cementitious material; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. Excluded Materials do not require domestic sourcing or Buy America certification. In addition, mixtures of concrete or asphalt delivered to a job site without final form for incorporation into a project are not a manufactured product and are considered excluded.

1.1.2. Iron or Steel Product. Iron or steel products means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both. For iron or steel products that are wholly or predominantly iron or steel, all manufacturing of the iron or steel must occur in the United States.

Predominantly of iron or steel or a combination of both means the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

For iron or steel products, manufacturing includes any process that modifies the chemical content, physical shape or size, or final finish of a product. The manufacturing process begins with initial melting and mixing and continues through fabrication (e.g., cutting, drilling, welding, bending.) and coating (e.g., paint, galvanizing, epoxy).

For iron or steel products, submit a notarized original FORM D-9-USA-1 (Department Form 1818) with the proper attachments for verification of compliance.

1.1.1 Construction Materials. Construction materials are classified as articles, materials, or supplies that consist of only one of the items listed in bullets below. Minor additions of articles, materials, supplies, or binding agents (as determined by the plans or the Engineer) to any of the items listed do not change the classification of a construction material.

- non-ferrous metals,
- plastic and polymer-based products (including polyvinyl chloride, composite building materials, and polymers used in fiber optic cables),

- glass (including optic glass),
- fiber optic cable (including drop cable),
- optical fiber,
- lumber,
- engineered wood, or
- drywall.

For construction materials, submit a Construction Material Buy America Certification Form (Department Form 2806) for verification of compliance that all manufacturing processes, as required, occurred in the United States. Each construction material has specific certification requirements stated below. Provide additional documentation as requested.

For non-ferrous metals, verification of compliance requires all manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

For plastic and polymer-based products (including polyvinyl chloride, composite building materials, and polymers used in fiber optic cables), verification of compliance requires all manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

For glass (including optic glass), verification of compliance requires all manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

For fiber optic cable (including drop cable), verification of compliance requires all manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

For optical fiber, verification of compliance requires all manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

For lumber, verification of compliance requires all manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.

For engineered wood, verification of compliance requires all manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

For drywall, verification of compliance requires all manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

1.1.3. Manufactured Products means articles, materials, or supplies that have been processed into a specific form and shape, or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. Manufactured products may include components that are iron or steel products, excluded materials, or construction materials. Any product classified as an iron or steel product, excluded material, or construction material is not a manufactured product. Mixtures of excluded materials delivered to a work site without final form for incorporation into a project are not a manufactured product.

Manufactured products do not require Buy America certification except for categories described below.

1.1.3.1. Precast Concrete products classified as a manufactured product (not predominantly of iron and steel) require iron or steel components to comply with Buy America requirements as stated in Section 6.1.1.2 Iron or Steel Product.

1.1.3.2. Intelligent Transportation Systems and other electronic hardware systems classified as a manufactured product require iron or steel cabinets or other enclosures of such systems to comply with Buy America requirements as stated in Section 6.1.1.2 Iron or Steel Products.

1.1.3.3. Component means an article, material, or supply, whether manufactured or unmanufactured, incorporated directly into a manufactured product or where applicable, an iron or steel product.

1.1.4. Buy America Exceptions. Use of iron or steel products, construction materials, and manufactured products manufactured in the United States is required unless the material meets an exception below.

- A waiver exists exempting the material from Buy America compliance.
- The total value of the non-compliant products (other than iron or steel products) is no more than the lesser of $1,000,000 or 5% of Total Applicable Costs for the project. Total Applicable Cost means the actual cost of all materials requiring Buy America compliance including iron, steel, or other materials that are within the scope of existing waivers. Contractor must provide documentation showing under threshold in advance for Engineer's consideration.
- The total value of foreign iron or steel products, including delivery, does not exceed 0.1% of the total Contract cost or $2,500, whichever is greater. The Contractor must provide documentation showing under threshold in advance for the Engineer's consideration.
- Foreign iron or steel products may be allowed when the Contract contains an alternate item for a foreign source iron or steel product and the Contract is awarded based on the alternate item.
- The materials are temporarily installed or are supplies, tools, and equipment not incorporated into the project. Temporarily installed means the materials and products must be removed at the end of the project or may be removed at the Contractor's convenience with the Engineer's approval.

County: Tarrant

Highway: Main Street

Specification Data

Basis of Estimate

Item	Description	Rate	Unit
168	Vegetative Watering	169,400 gal./acre	1,000 gal.
**	Non-Pay, for Contractor's Information Only.		

Special Notes

Single lane closures, except as otherwise shown in the plans, will be restricted to off-peak hours as defined in the following table:

Peak Hours		Off-Peak Hours	
6 to 9 AM Monday through Friday	3 to 7 PM Monday through Friday	9 AM to 3 PM and 7 PM to 6 AM Monday through Friday	All day Saturday and Sunday

Work that requires closure of multiple travel lanes in the same direction, except as otherwise shown in the plans, are restricted to night hours between 9 PM and 6 AM.

Existing storm sewers and utilities are shown from the best available information. Verify the location of all underground facilities prior to starting work.

For dimensions of right-of-way not shown on the plans, see right-of-way map on file at the TxDOT District Office.

Modifications to Lane Closure / Work Restrictions:

Submit a request in writing for approval by the Engineer a minimum of 10 days in advance of implementing a change to lane closure restrictions.

When deemed necessary, the Engineer will lengthen, shorten, or otherwise modify lane closure restrictions as traffic conditions warrant.

When deemed necessary, the Engineer will modify the list of major events when new events develop, existing events are rescheduled, or when warranted.

County: Tarrant

Highway: Main Street

Special Events/ Special Situations will be handled on a case-by-case basis. No work restricting lane closures is allowed from 3 PM a day before to 9 AM the day after the Special Event or Special Situation.

The Contractor's attention is directed to the following list of temporary easements and their expiration dates:

Address	Legal Description	Expiration Date
8400 Main Street	SUNNYBROOK SCHOOL ADDITION Block 1	
6500 Riddle Drive	GLENANN ADDITION Block 10 Lot 14	

Complete all work in these easement areas prior to the expiration dates shown. In the event that work is done after these expiration dates, all costs for extending these dates will be paid by the Contractor.

Remove all existing fences within the right of way and remove and replace all existing fences within easements where such fences conflict with the work. Protect the remaining fence from damage due to slacking. Erect temporary fencing in the easement areas as necessary to secure the property. Provide at least one week notice to the property owner prior to removing or relocating the fence. Restore permanent fencing to an equal or better condition.

Provide all-weather surface for temporary ingress and egress to adjacent property, as directed. Materials, labor, equipment and incidentals necessary to provide temporary ingress and egress will not be paid for directly, but will be subsidiary to the various bid items.

Where necessary, the governing slopes indicated herein may be varied from the limits shown, to the extent approved.

All driveway openings will be determined by the Engineer and will conform with Texas Department of Transportation "Regulations for Access Driveways to State Highways" adopted September 1953, and revised June 2004.

Locations and lengths of all private entrances are approximate only. The actual locations, lengths, lines, and grades are to be established in the field.

Locations and lengths of all private entrances are approximate only. The actual locations, lengths, lines and grades are to be determined by the Engineer and shall conform to the regulations of The City of North Richland Hills.
Do not discolor or damage existing curb and curb and gutter during construction operations. In the event of discoloration or damage, clean or repair as directed.

Remove the grass from the crown of shoulders or pavement edges by blading or other approved methods. Payment for this work will not be made directly, but will be subsidiary to the various items of the contract.

Plugging of pipes or culverts will not be paid for directly, but will be subsidiary to the various bid items, unless otherwise shown on the plans.

Provide temporary drain openings at all low points or other drainage structures, as required, at the Contractor's expense.

Remove any obstructions to existing drainage due to the contractor's operations, as required, at the Contractor's expense.

The City will perform certain preliminary work and will complete the work in such sequence and manner that the Contractor will be able to begin his work at the specified time.

The State will perform certain preliminary work and will complete the work in such sequence and manner that the Contractor will be able to begin his work at the specified time.

Item 4. Scope of Work

Reimbursement for project overhead will not be considered until project completion has extended beyond the original Contract Time.

Item 5. Control of the Work

When supplementary bridge plans, shop drawings, shop details, erection drawings, working drawings, forming plans, or other drawings are required, prepare and submit drawings on sheets 8-1/2 by 11 inches, 17 by 22 inches, or full size drawings reduced to half scale if completely legible. If, in the opinion of the Engineer, the drawings are not completely legible, prepare and submit on sheets 22 by 34 inches, with a 1-1/2 inch left margin, and 1/2 inch top, right, and bottom margins.

Submit all sheets with a title in the lower right hand corner. The title must include the sheet index data shown on the lower right corner of the project plans, name of the structure or element or stream, sheet numbering for the shop drawings, name of the fabricator and the name of the Contractor.

Item 6. Control of Materials

To comply with the latest provisions of Build America, Buy America Act (BABA Act) of the Bipartisan Infrastructure Law, the contractor must submit a notarized original of the TxDOT

County: Tarrant

Highway: Main Street

Construction Material Buy America Certification Form for all items classified as construction materials. This form is not required for materials classified as a manufactured product.

Refer to the Buy America Material Classification Sheet for clarification on material categorization.

The Buy America Material Classification Sheet is located at the below link. https://www.txdot.gov/business/resources/materials/buy-america-material-classification-sheet.html for clarification on material categorization.

Item 7. Legal Relations and Responsibilities

Do not initiate activities in a project specific location (PSL) associated with a U.S. Army Corps of Engineers (USACE) permit area that has not been previously evaluated by the USACE as part of the permit review of this project. Such activities include, but are not limited to haul roads, equipment staging areas, borrow and disposal sites. "Associated" as defined here means materials are delivered to or from the PSL. The permit area includes all waters of the U.S. or associated wetlands affected by activities associated with this project. Special restrictions may be required for such work. The contractor will be responsible for all consultations with the USACE regarding activities, including project specific locations (PSLs) that have not been previously evaluated by the USACE. Provide the Department with a copy of all consultations or approvals from the USACE prior to initiating activities.

The Contractor may proceed with activities in PSLs that do not affect a USACE permit area if a self-determination has been made that the PSL is non-jurisdictional or proper USACE clearances have been obtained in jurisdictional areas or have been previously evaluated by the USACE as part of the permit review of this project. The contractor is solely responsible for documenting any determinations that their activities do not affect a USACE permit area. Maintain copies of these determinations for review by the Department or any regulatory agency.

Document and coordinate with the USACE, if required, prior to any excavation hauled from or embankment hauled into a USACE permit area by either (1) or (2) below.

(1) Restricted Use of Materials for Previously Evaluated Permit Areas. Document both the project specific location (PSL) and its authorization. Maintain copies for review by the Department or any regulatory agency. When an area within the project limits has been evaluated by the USACE as part of the permit process for this project:

a. Suitable excavation of required material in the areas shown on the plans and cross sections as specified in Item 110 is used for permanent or temporary fill (Item 132, Embankment) within a USACE permit area;
b. Suitable embankment (Item 132) from within the USACE permit area is used as fill within a USACE evaluated area; and,

c. Unsuitable excavation or excess excavation ["Waste"] (Item 110) that is disposed of at a location approved by the Engineer within a USACE evaluated area.

(2) Contractor Materials from Areas Other than Previously Evaluated Areas. Provide the Department with a copy of all USACE coordination or approvals prior to initiating any activities for an area within the project limits that has not been evaluated by the USACE or for any off right of way locations used for the following, but not limited to haul roads, equipment staging areas, borrow and disposal sites:

a. Item 132, Embankment, used for temporary or permanent fill within a USACE permit area; and,
b. Unsuitable excavation or excess excavation ["Waste"] (Item 110, Excavation) that is disposed of outside a USACE evaluated area.

The total area disturbed for this project is 0.65 acres. The disturbed area in this project, all project locations in the Contract, and the Contractor project specific locations (PSLs), within 1 mile of the project limits, for the Contract will further establish the authorization requirements for storm water discharges. The Department will obtain an authorization to discharge storm water from the Texas Commission on Environmental Quality (TCEQ) for the construction activities shown on the plans. The Contractor is to obtain required authorization from the TCEQ for Contractor PSLs for construction support activities on or off the right of way. When the total area disturbed in the Contract and PSLs within 1 mile of the project limits exceeds 5 acres, provide a copy of the Contractor NOI for PSLs on the right of way to the Engineer and to the local government that operates a separate storm sewer

The following Holiday/Event lane closure restriction requirements apply to this project:
No work that restricts or interferes with traffic shall be allowed between 3 PM on the day preceding a Holiday or Event and 9 AM on the day after the Holiday or Event.

Holiday Lane Closure Restrictions	
New Year's Eve and New Year's Day (December 31 through January 1)	3 PM December 30 through 9 AM January 2
Easter Holiday Weekend (Friday through Sunday)	3PM Thursday through 9 AM Monday
Memorial Day Weekend (Friday through Monday)	3 PM Thursday through 9 AM Tuesday
Independence Day (July 3 through July 5)	3 PM July 2 through 9 AM July 6
Labor Day Weekend (Friday through Monday)	3 PM Thursday through 9 AM Tuesday
Thanksgiving Holiday (Wednesday through Sunday)	3 PM Tuesday through 9 AM Monday

County: Tarrant

Highway: Main Street

Christmas Holiday (December 23 through December 26)	3 PM December 22 through 9 AM December 27

Item 8. Prosecution and Progress

Each contract awarded by the Department stands on its own, and as such, is separate from other contracts. A Contractor awarded multiple contracts must be capable and sufficiently staffed to concurrently process and/or execute all contracts at the same time.

Working days will be computed and charged in accordance with Section 8.3.1.4, 'Standard Workweek.'

The number of days for final acceptance will be 100 working days.

Item 100. Preparing Right of Way

Measurement for this item will be along the centerline of the project with the limits of measurements as shown on the plans.

Removal of existing concrete pavement will be in accordance with Item 104, "Removing Concrete" except that this work will not be paid for directly, but will be subsidiary to Item 100, "Preparing Right of Way."

Item 104. Removing Concrete

When associated with a structure to be removed, removal of riprap as required, approach slabs, and shoulder drains are to be included in the unit price bid for Item 496, "Removing Structures."

Item 110. Excavation

Review proposed waste sites to determine if any site is located in a "Base Floodplain" or "Floodway" as defined by the Federal Emergency Management Agency (FEMA).

If waste material from this project is placed in a base floodplain as defined by FEMA, obtain a permit from the local community responsible for enforcing National Flood Insurance Program (NFIP) regulations. Ensure that the owner of the property receiving the waste has obtained the necessary permit.

Item 132. Embankment

Density tests must be conducted by a department-certified independent testing laboratory. Results of tests will be furnished to the City of North Richland Hills within 24 hours after testing; a final copy of all test reports must be signed and sealed by a Professional Engineer in the State of Texas and furnished within five (5) working days after testing. Areas which do not meet minimum density requirements will be removed, re-compacted, and re-tested for compliance at the contractor's entire expense. Testing and reporting of test results will not be paid for directly, but will be subsidiary to this item.

Item 160. Topsoil

Place approximately 4 inches of topsoil on areas shown or directed.

Excavation for topsoil should not exceed 3 feet in depth unless otherwise directed.

Item 162. Sodding for Erosion Control

Furnish and place Bermudagrass sod.

Item 168. Vegetative Watering

Furnish and install an approved rain gauge at the project site, as directed. Furnishing and installation of the rain gauge will not be paid for directly, but will be subsidiary to Item 168.

Apply vegetative watering for an establishment period of thirteen weeks following application of seed or installation of sod, at a rate of 1/2 inch of water depth per week (approximately 13,030 gallons per acre). During the first four weeks after seeding, apply water twice per week, on non-consecutive days, each at half the weekly application rate. For the remainder of the establishment period, apply vegetative watering once per week during the months of January through June or September through December, at the weekly application rate; apply watering twice per week, on non-consecutive days during the months of July and August, each at one-half the weekly application rate.

Average weekly rainfall rates for the District are:

January—0.39"	April—0.86"	July—0.48"	October—0.68"
February—0.46"	May—1.00"	August—0.47"	November—0.46"
March—0.48"	June—0.63"	September—0.74"	December—0.37"

Item 502. Barricades, Signs, and Traffic Handling

The contractor force account 'safety contingency' that has been established for this project is intended to be utilized for work zone enhancements to improve the effectiveness of the traffic control plan that could typically not be foreseen in the project planning and design stage. These

enhancements will be mutually agreed upon by the Engineer and the Contractor's responsible person based on weekly or more frequent traffic management reviews on the project. The Engineer may choose to use existing bid items if it does not slow the implementation of enhancement.

Maintenance of roadways, not paid as Item 508, "Constructing Detours," and designated in the traffic control plan to carry traffic, will be the responsibility of the Contractor and will be paid for by "Contractor Force Account or Agreed Unit Price".

Permanent signs may be installed when construction in an area is complete and they will not conflict with the traffic control plan for the remainder of the job.

Existing signs are to remain as long as they do not interfere with construction and they do not conflict with the traffic control plan.

Any sign not detailed in the plans but called for in the layout will be as shown in the current "Standard Highway Sign Designs for Texas".

When traffic is obstructed, arrange warning devices in accordance with the latest edition of the "Texas Manual on Uniform Traffic Control Devices".

Cover or remove any work zone signs when work or condition referenced is not occurring.

Do not place barricades, signs, or any other traffic control devices where they interfere with sight distance at driveways or side streets. Provide access to all driveways during all phases of construction unless otherwise noted in the plans or as directed.

Item 503. Portable Changeable Message Signs

Provide all portable changeable message signs and arrow panels with a photoelectric device to allow for automatic dimming of operations to approximately 50% of their normal brightness when ambient light drops to approximately five footcandles, and then increase back again for daytime operations.

Each sign must have programmed in its permanent memory the following 15 messages:

1. Exit Closed Ahead
2. Use Other Routes
3. Right Lane
4. Left Lane
5. Closed Ahead
6. Two Lane
7. Detour Ahead

8. Thru Traffic
9. Prepare To Stop
10. Merging Traffic
11. Expect 15 Minute Delay
12. Max Speed ** MPH
13. Merge Right
14. Merge Left
15. No Exit Next ** Miles

Item 506. Temporary Erosion, Sedimentation, and Environmental Controls

The SW3P for this project will consist of using the following items as directed:

- Temporary rock filter dams
- Temporary pipe slope drains
- Baled hay
- Temporary paved flumes
- Temporary sediment control fence
- Construction exits
- Gabions and gabion mattresses
- Earthwork for erosion control
- Construction perimeter fence
- Erosion control logs

Remove accumulated sediment or replace SW3P controls when the capacity has been reduced by 50% or when the depth of sediment at the control structure exceeds one foot.

Items 530 And 531. Intersections, Driveways and Turnouts, and Sidewalks

The furnishing and installation of the sand cushion in proposed sidewalks, sidewalk ramps, and driveways will not be paid for directly but will be subsidiary to this bid item.

Item 636. Signs

Furnish, fabricate, and erect aluminum signs. Sign supports provided under other items.

Signs installed or replaced will be measured by the square foot of the sign face.

The work performed and materials furnished in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for “Aluminum Signs,”

County: Tarrant

Highway: Main Street

Item 644. Small Roadside Assemblies

Furnish, fabricate, and erect small roadside sign assemblies or bridge mounted clearance sign assemblies consisting of the signs, sign supports, foundations (when required), and associated mounting hardware.

Relocate existing small roadside sign assemblies or bridge mounted clearance sign assemblies, and furnish and fabricate material as required.

Remove existing small roadside sign assemblies or bridge mounted clearance sign assemblies.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Install Small Roadside Sign Assemblies" of the type specified, "Install Bridge Mounted Clearance Sign Assemblies" of the type specified, "Relocate Small Roadside Sign Assemblies" of the type specified, "Relocate Bridge Mounted Clearance Sign Assemblies" of the type specified, "Remove Small Roadside Sign Assemblies," or "Remove Bridge Mounted Clearance Sign Assemblies."

Item 666. Reflectorized Pavement Markings with Retroreflective Requirements

If retroreflectivity readings are collected using a portable or handheld unit, then measurement is defined as a collective average of at least 20 readings taken along a 200-foot test section. A minimum of three measurements will be required per mile of roadway. Measurements collected on a centerline stripe will be averaged separately for stripe in each direction of travel. A City of Fort Worth inspector must witness the calibration and collection of all retro-reflectivity data.

Item 677. Eliminating Existing Pavement Markings and Markers

This Item will be measured by each word, symbol, or shape eliminated; by the foot of marking eliminated; or by any other unit shown on the plans.

Item 678. Pavement Surface Preparation for Markings

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Pavement Surface Preparation for Markings" of the type and width as applicable. This price is full compensation for the cleaning method used, materials, equipment, labor, tools, and incidentals.

SECTION V

TXDOT FORMS

TXDOT FORMS

INDEX

- FHWA-1273: Required contract provisions
- Wage Rates
- Contractor Certifications
- Child Support Statement
- Prohibition on certain telecommunications equipment or services
- Disclosure of Lobbying Activities
- Non-Collusion Affidavit and Debarment Certification
- Prison Produced Materials
- Differing Site Conditions
- DBE Requirements
- Buy America
- Engineer Seal
- Bidder Certification
- OSHA Implementation Procedures
- State of Texas Child Support Business Ownership Form

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A, ~~EO 11246)~~

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: ~~Executive Order 11246~~, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with ~~Executive Order 11246 and~~ the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. ~~In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.~~

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of ~~Executive Order 11246, as amended, and~~ 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees 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 Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Texas Department of Transportation

The wage rates listed herein are those predetermined by the Secretary of Labor and State Statue and listed in the United States Department of Labor's (USDOL) General Decisions dated 01-03-2025 and are the minimum wages to be paid accordingly for each specified classification. To determine the applicable wage rate zone, a list entitled "TEXAS COUNTIES IDENTIFIED BY WAGE RATE ZONES" is provided in the contract. Any wage rate that is not listed in the USDOL's general decision, must be requested by the contractor through the completion of an Additional Classification and Wage Rate Request and be submitted for approval. A blank cell indicates that the classification and wage rate are not listed on the USDOL's general decision and therefore must be requested by the contractor through the completion of an Additional Classification and Wage Rate Request. IMPORTANT NOTICE FOR STATE PROJECTS: only the controlling wage rate zone applies to the contract. Effective 01-03-2025.

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX02 *(TX20250002)	ZONE TX03 *(TX20250003)	ZONE TX04 *(TX20250004)	ZONE TX05 *(TX20250005)	ZONE TX06 *(TX20250006)	ZONE TX07 *(TX20250007)	ZONE TX08 *(TX20255008)	ZONE TX24 *(TX20250024)	ZONE TX25 *(TX20250025)	ZONE TX27 *(TX20250027)	ZONE TX28 *(TX20250028)	ZONE TX29 *(TX20250029)	ZONE TX30 *(TX20250030)	ZONE TX37 *(TX20250037)	ZONE TX38 *(TX20250038)	ZONE TX42 *(TX20250042)
1428	Agricultural Tractor Operator						$12.69					$12.35			$11.75		
1300	Asphalt Distributor Operator	$14.87	$13.48	$13.88	$15.72	$15.58	$15.55	$15.72	$13.28	$15.32	$15.62	$14.36	$14.25	$14.03	$13.75	$14.06	$14.40
1303	Asphalt Paving Machine Operator	$13.40	$12.25	$12.35	$13.87	$14.05	$14.36	$14.20	$13.26	$13.99	$14.68	$12.92	$13.44	$12.53	$14.00	$14.32	$12.99
1106	Asphalt Raker	$12.28	$10.61	$12.02	$14.21	$11.65	$12.12	$11.64	$11.44	$12.69	$12.05	$11.34	$11.67	$11.40	$12.59	$12.36	$11.78
1112	Batching Plant Operator, Asphalt																
1115	Batching Plant Operator, Concrete																
1214	Blaster																
1615	Boom Truck Operator						$18.36										
1444	Boring Machine Operator																
1305	Broom or Sweeper Operator	$11.21	$10.33	$10.08	$11.99		$11.04	$11.62		$11.74	$11.41	$10.30		$10.23	$10.60	$12.68	$11.05
1144	Communications Cable Installer																
1124	Concrete Finisher, Paving and Structures	$13.55	$12.46	$13.16	$12.85	$12.64	$12.56	$12.77	$12.44	$14.12	$13.04	$13.38	$12.64	$12.80	$12.79	$12.98	$13.32
1318	Concrete Pavement Finishing Machine Operator				$16.05		$15.48			$16.05		$19.31				$13.07	
1315	Concrete Paving, Curing, Float, Texturing Machine Operator											$16.34				$11.71	
1333	Concrete Saw Operator				$14.67					$14.48	$17.33					$13.99	
1399	Concrete/Gunite Pump Operator																
1344	Crane Operator, Hydraulic 80 tons or less				$18.22		$18.36			$18.12	$18.04	$20.21			$18.63	$13.86	
1345	Crane Operator, Hydraulic Over 80 Tons																
1342	Crane Operator, Lattice Boom 80 Tons or Less	$16.82	$14.39	$13.85	$17.27		$15.87			$17.27		$14.67			$16.42	$14.97	$13.87
1343	Crane Operator, Lattice Boom Over 80 Tons				$20.52		$19.38			$20.52		$17.49			$25.13	$15.80	
1306	Crawler Tractor Operator	$13.96	$16.63	$13.62	$14.26		$15.67			$14.07	$13.15	$13.38			$14.60	$13.68	$13.50
1351	Crusher or Screen Plant Operator																
1446	Directional Drilling Locator						$11.67										
1445	Directional Drilling Operator				$20.32		$17.24										
1139	Electrician	$20.96		$19.87	$19.80		$26.35		$20.27	$19.80		$20.92				$27.11	$19.87
1347	Excavator Operator, 50,000 pounds or less	$13.46	$12.56	$13.67	$17.19		$12.88	$14.38	$13.49	$17.19		$13.88			$14.09	$12.71	$14.42
1348	Excavator Operator, Over 50,000 pounds		$15.23	$13.52	$17.04		$17.71			$16.99	$18.80	$16.22				$14.53	$13.52
1150	Flagger	$9.30	$9.10	$8.50	$10.28	$8.81	$9.45	$8.70		$10.06	$9.71	$9.03	$8.81	$9.08	$9.90	$10.33	$8.10
1151	Form Builder/Setter, Structures	$13.52	$12.30	$13.38	$12.91	$12.71	$12.87	$12.38	$12.26	$13.84	$12.98	$13.07	$13.61	$12.82	$14.73	$12.23	$12.25
1160	Form Setter, Paving & Curb	$12.36	$12.16	$13.93	$11.83	$10.71	$12.94			$13.16	$12.54	$11.33	$10.69		$13.33	$12.34	$13.93
1360	Foundation Drill Operator, Crawler Mounted				$17.99					$17.99						$17.43	
1363	Foundation Drill Operator, Truck Mounted		$16.86	$22.05	$21.51		$16.93			$21.07	$20.20	$20.76		$17.54	$21.39	$15.89	$22.05
1369	Front End Loader Operator, 3 CY or Less	$12.28	$13.49	$13.40	$13.85		$13.04	$13.15	$13.29	$13.69	$12.64	$12.89			$13.51	$13.32	$12.17
1372	Front End Loader Operator, Over 3 CY	$12.77	$13.69	$12.33	$14.96		$13.21	$12.86	$13.57	$14.72	$13.75	$12.32			$13.19	$13.17	$13.02
1329	Joint Sealer																
1172	Laborer, Common	$10.30	$9.86	$10.08	$10.51	$10.71	$10.50	$10.24	$10.58	$10.72	$10.45	$10.30	$10.25	$10.03	$10.54	$11.02	$10.15
1175	Laborer, Utility	$11.80	$11.53	$12.70	$12.17	$11.81	$12.27	$12.11	$11.33	$12.32	$11.80	$11.53	$11.23	$11.50	$11.95	$11.73	$12.37
1346	Loader/Backhoe Operator	$14.18	$12.77	$12.97	$15.68		$14.12			$15.18	$13.58	$12.87		$13.21	$14.13	$14.29	$12.90
1187	Mechanic	$20.14	$15.47	$17.47	$17.74	$17.00	$17.10			$17.68	$18.94	$18.58	$17.00	$16.61	$18.46	$16.96	$17.47

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX02 *(TX20250002)	ZONE TX03 *(TX20250003)	ZONE TX04 *(TX20250004)	ZONE TX05 *(TX20250005)	ZONE TX06 *(TX20250006)	ZONE TX07 *(TX20250007)	ZONE TX08 *(TX20250008)	ZONE TX24 *(TX20250024)	ZONE TX25 *(TX20240025)	ZONE TX27 *(TX20250027)	ZONE TX28 *(TX20250028)	ZONE TX29 *(TX20250029)	ZONE TX30 *(TX20250030)	ZONE TX37 *(TX20250037)	ZONE TX38 *(TX20250038)	ZONE TX42 *(TX20250042)
1380	Milling Machine Operator	$15.54	$14.64	$12.22	$14.29		$14.18			$14.32	$14.35	$12.86			$14.75	$13.53	$12.80
1390	Motor Grader Operator, Fine Grade	$17.49	$16.52	$16.88	$17.12	$18.37	$18.51	$16.69	$16.13	$17.19	$18.35	$17.07	$17.74	$17.47	$17.08	$15.69	$20.01
1393	Motor Grader Operator, Rough	$16.15	$14.62	$15.83	$16.20	$17.07	$14.63	$18.50		$16.02	$16.44	$15.12	$16.85	$14.47	$17.39	$14.23	$15.53
1413	Off Road Hauler			$10.08	$12.26		$11.88			$12.25		$12.23			$13.00	$14.60	
1196	Painter, Structures					$21.29	$18.34						$21.29			$18.62	
1396	Pavement Marking Machine Operator	$16.42		$13.10	$13.55		$19.17	$12.01		$13.63	$14.60	$13.17		$16.65	$10.54	$11.18	$13.10
1443	Percussion or Rotary Drill Operator																
1202	Piledriver															$14.95	
1205	Pipelayer		$11.87	$14.64	$13.17	$11.17	$12.79		$11.37	$13.24	$12.66	$13.24	$11.17	$11.67		$12.12	$14.64
1384	Reclaimer/Pulverizer Operator	$12.85			$11.90		$12.88			$11.01		$10.46					
1500	Reinforcing Steel Worker	$13.50	$14.07	$17.53	$16.17		$14.00			$16.18	$12.74	$15.83		$17.10		$15.15	$17.72
1402	Roller Operator, Asphalt	$10.95		$11.96	$13.29		$12.78	$11.61		$13.08	$12.36	$11.68			$11.71	$11.95	$11.50
1405	Roller Operator, Other	$10.36		$10.44	$11.82		$10.50	$11.64		$11.51	$10.59	$10.30		$12.04	$12.85	$11.57	$10.66
1411	Scraper Operator	$10.61	$11.07	$10.85	$12.88		$12.27		$11.12	$12.96	$11.88	$12.43		$11.22	$13.95	$13.47	$10.89
1417	Self-Propelled Hammer Operator																
1194	Servicer	$13.98	$12.34	$14.11	$14.74		$14.51	$15.56	$13.44	$14.58	$14.31	$13.83		$12.43	$13.72	$13.97	$14.11
1513	Sign Erector																
1708	Slurry Seal or Micro-Surfacing Machine Operator																
1341	Small Slipform Machine Operator									$15.96							
1515	Spreader Box Operator	$12.60		$13.12	$14.71		$14.04			$14.73	$13.84	$13.68		$13.45	$11.83	$13.58	$14.05
1705	Structural Steel Welder															$12.85	
1509	Structural Steel Worker						$19.29									$14.39	
1339	Subgrade Trimmer																
1143	Telecommunication Technician																
1145	Traffic Signal/Light Pole Worker						$16.00										
1440	Trenching Machine Operator, Heavy						$18.48										
1437	Trenching Machine Operator, Light																
1609	Truck Driver Lowboy-Float	$14.46	$13.63	$13.41	$15.00	$15.93	$15.66			$16.24	$16.39	$14.30	$16.62	$15.63	$14.28	$16.03	$13.41
1612	Truck Driver Transit-Mix				$14.14					$14.14							
1600	Truck Driver, Single Axle	$12.74	$10.82	$10.75	$13.04	$11.61	$11.79	$13.53	$13.16	$12.31	$13.40	$10.30	$11.61		$11.97	$11.46	$10.75
1606	Truck Driver, Single or Tandem Axle Dump Truck	$11.33	$14.53	$11.95	$12.95		$11.68		$14.06	$12.62	$11.45	$12.28		$13.08	$11.68	$11.48	$11.10
1607	Truck Driver, Tandem Axle Tractor withSemi Trailer	$12.49	$12.12	$12.50	$13.42		$12.81	$13.16		$12.86	$16.22	$12.50			$13.80	$12.27	$12.50
1441	Tunneling Machine Operator, Heavy																
1442	Tunneling Machine Operator, Light																
1706	Welder		$14.02		$14.86		$15.97		$13.74	$14.84					$13.78		
1520	Work Zone Barricade Servicer	$10.30	$12.88	$11.46	$11.70	$11.57	$11.85	$10.77		$11.68	$12.20	$11.22	$11.51	$12.96	$10.54	$11.67	$11.76

Notes:

*Represents the USDOL wage decision.

Any worker employed on this project shall be paid at the rate of one and one half (1-1/2) times the regular rate for every hour worked in excess of forty (40) hours per week.

For reference, the titles and descriptions for the classifications listed here are detailed further in the AGC of Texas' *Standard Job Classifications and Descriptions for Highway, Heavy, Utilities, and Industrial Construction in Texas* posted on the AGC's Web site for any contractor.

TEXAS COUNTIES IDENTIFIED BY
WAGE RATE ZONES: 2, 3, 4, 5, 6, 7, 8, 24, 25, 27, 28, 29, 30, 37, 38, 42

County Name	Zone	County Name	Zone	County Name	Zone	County Name	Zone
Anderson	28	Donley	37	Karnes	27	Reagan	37
Andrews	37	Duval	30	Kaufman	25	Real	37
Angelina	28	Eastland	37	Kendall	7	Red River	28
Aransas	29	Ector	2	Kenedy	30	Reeves	8
Archer	25	Edwards	8	Kent	37	Refugio	27
Armstrong	2	El Paso	24	Kerr	27	Roberts	37
Atascosa	7	Ellis	25	Kimble	37	Robertson	7
Austin	38	Erath	28	King	37	Rockwall	25
Bailey	37	Falls	28	Kinney	8	Runnels	37
Bandera	7	Fannin	28	Kleberg	27	Rusk	4
Bastrop	7	Fayette	27	Knox	37	Sabine	28
Baylor	37	Fisher	37	Lamar	28	San Augustine	28
Bee	27	Floyd	37	Lamb	37	San Jacinto	38
Bell	7	Foard	37	Lampasas	7	San Patricio	29
Bexar	7	Fort Bend	38	LaSalle	30	San Saba	37
Blanco	27	Franklin	28	Lavaca	27	Schleicher	37
Borden	37	Freestone	28	Lee	27	Scurry	37
Bosque	28	Frio	27	Leon	28	Shackelford	37
Bowie	4	Gaines	37	Liberty	38	Shelby	28
Brazoria	38	Galveston	38	Limestone	28	Sherman	37
Brazos	7	Garza	37	Lipscomb	37	Smith	4
Brewster	8	Gillespie	27	Live Oak	27	Somervell	28
Briscoe	37	Glasscock	37	Llano	27	Starr	30
Brooks	30	Goliad	29	Loving	37	Stephens	37
Brown	37	Gonzales	27	Lubbock	2	Sterling	37
Burleson	7	Gray	37	Lynn	37	Stonewall	37
Burnet	27	Grayson	25	Madison	28	Sutton	8
Caldwell	7	Gregg	4	Marion	28	Swisher	37
Calhoun	29	Grimes	28	Martin	37	Tarrant	25
Callahan	25	Guadalupe	7	Mason	27	Taylor	2
Cameron	3	Hale	37	Matagorda	27	Terrell	8
Camp	28	Hall	37	Maverick	30	Terry	37
Carson	2	Hamilton	28	McCulloch	37	Throckmorton	37
Cass	28	Hansford	37	McLennan	7	Titus	28
Castro	37	Hardeman	37	McMullen	30	Tom Green	2
Chambers	38	Hardin	38	Medina	7	Travis	7
Cherokee	28	Harris	38	Menard	37	Trinity	28
Childress	37	Harrison	42	Midland	2	Tyler	28
Clay	25	Hartley	37	Milam	28	Upshur	4
Cochran	37	Haskell	37	Mills	37	Upton	37
Coke	37	Hays	7	Mitchell	37	Uvalde	30
Coleman	37	Hemphill	37	Montague	37	Val Verde	8
Collin	25	Henderson	28	Montgomery	38	Van Zandt	28
Collingsworth	37	Hidalgo	3	Moore	37	Victoria	6
Colorado	27	Hill	28	Morris	28	Walker	28
Comal	7	Hockley	37	Motley	37	Waller	38
Comanche	37	Hood	28	Nacogdoches	28	Ward	37
Concho	37	Hopkins	28	Navarro	28	Washington	28
Cooke	37	Houston	28	Newton	28	Webb	3
Coryell	7	Howard	37	Nolan	37	Wharton	27
Cottle	37	Hudspeth	8	Nueces	29	Wheeler	37
Crane	37	Hunt	25	Ochiltree	37	Wichita	5
Crockett	8	Hutchinson	37	Oldham	37	Wilbarger	37
Crosby	2	Irion	2	Orange	38	Willacy	30
Culberson	8	Jack	28	Palo Pinto	28	Williamson	7
Dallam	37	Jackson	27	Panola	28	Wilson	7
Dallas	25	Jasper	28	Parker	25	Winkler	37
Dawson	37	Jeff Davis	8	Parmer	37	Wise	25
Deaf Smith	37	Jefferson	38	Pecos	8	Wood	28
Delta	25	Jim Hogg	30	Polk	28	Yoakum	37
Denton	25	Jim Wells	27	Potter	2	Young	37
DeWitt	27	Johnson	25	Presidio	8	Zapata	30
Dickens	37	Jones	25	Rains	28	Zavala	30
Dimmit	30			Randall	2		

CONTRACTOR'S ASSURANCE

(Subcontracts-Federal Aid Projects)

By signing this proposal, the contractor is giving assurances that all subcontract agreements will incorporate the Standard Specification and Special Provisions to Section 9.9., Payment Provisions for Subcontractors, all subcontract agreements exceeding $2,000 will incorporate the applicable Wage Determination Decision, and all subcontract agreements will incorporate the following:

Special Provision	Certification of Nondiscrimination in Employment
~~Special Provision~~	~~Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)~~
Special Provision	Standard Federal Equal Employment Opportunity
~~Construction~~	~~Construction Specifications (Executive Order 11246)~~
Form FHWA 1273	Required Contract Provisions Federal-aid Construction Contracts (Form FHWA 1273 must also be physically attached to subcontracts and all lower-tier subcontracts)
Special Provision	Nondiscrimination (Include provisions of Sections 3.1 – 3.6 in all subcontracts and agreements for materials)
Special Provision	Cargo Preference Act Requirements in Federal-Aid Contracts
Special Provision	Disadvantaged Business Enterprise in Federal-Aid Contracts

CERTIFICATION TO NOT BOYCOTT ENERGY COMPANIES

Pursuant to Texas Government Code §809.051, the Department must include a provision requiring a written verification affirming that the Contractor does not boycott energy companies, as defined in Government Code §809.001, and will not boycott energy companies during the term of the contract. This provision applies to a contract that:

1) is with a Contractor that is not a sole proprietorship,
2) is with a Contractor with 10 or more full-time employees, and
3) has a value of $100,000 or more.

By signing the contract, the Contractor certifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract. “Boycott” means taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) 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 (2) does business with a company described by (1).

Violation of this certification may result in action by the Department.

CERTIFICATION TO NOT BOYCOTT ISRAEL

Pursuant to Texas Government Code §2271.002, the Department must include a provision requiring a written verification affirming that the Contractor does not boycott Israel, as defined in Government Code §808.001, and will not boycott Israel during the term of the contract. This provision applies to a contract that:

1) is with a Contractor that is not a sole proprietorship,
2) is with a Contractor with 10 or more full-time employees, and
3) has a value of $100,000 or more.

By signing the contract, the Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this contract. “Boycott” 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.

Violation of this certification may result in action by the Department.

CERTIFICATION REGARDING DISCLOSURE OF PUBLIC INFORMATION

Pursuant to Subchapter J, Chapter 552, Texas Government Code, contractors executing a contract with a governmental body that results in the expenditure of at least $1 million in public funds must:

1) preserve all contracting information* as provided by the records retention requirements applicable to Texas Department of Transportation (TxDOT) for the duration of the contract,
2) on request of TxDOT, promptly provide any contracting information related to the contract that is in the custody or possession of the entity, and
3) on completion of the contract, either:
    a. provide, at no cost to TxDOT, all contracting information related to the contract that is in the custody or possession of the entity, or
    b. preserve the contracting information related to the contract as provided by the records retention requirements applicable to TxDOT

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

By entering into Contract, the Contractor agrees to:

- provide, or make available, to TxDOT and any authorized governmental investigating or auditing agency all records, including electronic and payment records related to the contract, for the same period provided by the records retention schedule applicable to TxDOT, and
- ensure that all subcontracts include a clause requiring the same.

***** As defined in Government Code §552.003, "Contracting information" means the following information maintained by a governmental body or sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor:

1) information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body;
2) solicitation or bid documents relating to a contract with a governmental body;
3) communications sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract;
4) documents, including bid tabulations, showing the criteria by which a governmental body evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and
5) communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body.

CERTIFICATION TO NOT DISCRIMINATE AGAINST FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS

Pursuant to Texas Government Code §2274.002, the Department must include a provision requiring a written verification affirming that the Contractor:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Government Code §2274.001, and
2) will not discriminate against a firearm entity or firearm trade association during the term of the contract.

This provision applies to a contract that:

1) is with a Contractor that is not a sole proprietorship,
2) is with a Contractor with 10 or more full-time employees, and
3) has a value of $100,000 or more.

By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. “Discriminate against a firearm entity or firearm trade association” means, with respect to the entity or association, to: (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. “Discriminate against a firearm entity or firearm trade association” does not include: (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.

Violation of this certification may result in action by the Department.

CHILD SUPPORT STATEMENT

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Prohibition on Certain Telecommunications Equipment or Services

The Federal Register Notice issued the Final Rule and states that the amendment to 2 CFR 200.216 is effective on August 13, 2020. The new 2 CFR 200.471 regulation provides clarity that the telecommunications and video surveillance costs associated with 2 CFR 200.216 are unallowable for services and equipment from these specific providers. OMB's Federal Register Notice includes the new 2 CFR 200.216 and 2 CFR 200.471 regulations.

Per the Federal Law referenced above, use of services, systems, or services or systems that contain components produced by any of the following manufacturers is strictly prohibited for use on this project. Therefore, for any telecommunications, CCTV, or video surveillance equipment, services or systems cannot be manufactured by, or have components manufactured by:

- Huawei Technologies Company,
- ZTE Corporation (any subsidiary and affiliate of such entities),
- Hyatera Communications Corporation,
- Hangzhou Hikvision Digital Technology Company,
- Dahua Technology Company (any subsidiary and affiliate of such entities).

Violation of this requirement will require replacement of the equipment at the contractor's expense.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ **Prime** ☐ **Subawardee** Tier _____, *if known*: **Congressional District**, *if known*: 4c	 **Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

PRINT

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 employeeof a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Non-Collusion Affidavit and Debarment Certification

PROJECT: Smithfield Middle School Safe Routes to School
HIGHWAY: Main Street
COUNTY: TARRANT
TXDOT CSJ: 0902 90 292

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME OR FOR A CORPORATION

The bidder being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the bidder intends to do the work with his own bonafide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion affidavit, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

SIGNATURE OF BIDDER

Name of Bidder : _____
Print or type individual name

Trading and doing business as _____
Print or type firm name

_____
Address

_____ _____
Witness Signature of Bidder, Individually

_____ _____
Print or type witness' name Print or type signer's name
If a Corporation affix Corporate Seal

AFFIDAVIT MUST BE NOTARIZED

NOTARY SEAL

Subscribed and sworn to before me this the

_____day of 20____.

_____
Signature of Notary Public

Prison Produced Materials

General

Prison-produced materials are products made by convict labor. There are limitations on using materials produced by convict labor in a federal-aid highway project. Materials produced after July 1, 1991, by convict labor may only be incorporated in a federal-aid highway construction project if:

1. such materials have been produced by convicts who are on parole, supervised release or probation from a prison; or
2. Such material has been produced in a qualified prison facility (Texas does not have a qualified prison facility meeting the requirements of the regulation).

Federal Requirements

1. 23 CFR §635.417 – Prohibits the use of materials produced in a prison facility or by prison labor on federally funded projects for roadways functionally classified above a rural minor collector.

State Requirements

1. No comparable state statute.

Differing Site Conditions

(a) Except as provided in paragraph (b) of this section, the following changed conditions contract clauses shall be made part of, and incorporated in, each highway construction project approved under 23 U.S.C. 106:

(1) *Differing site conditions.*

(i) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

(ii) Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

(iv) No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the STD's at their option.)

(2) *Suspensions of work ordered by the engineer.*

(i) If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

(ii) Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment

(excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

(iv) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(3) *Significant changes in the character of work.*

(i) The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

(ii) If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

(iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

(iv) The term “significant change” shall be construed to apply only to the following circumstances:

(A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

(B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

(b) The provisions of this section shall be governed by the following:

(1) Where State statute does not permit one or more of the contract clauses included in paragraph (a) of this section, the State statute shall prevail and such clause or clauses need not be made applicable to Federal-aid highway contracts.

(2) Where the State transportation department has developed and implemented one or more of the contract clauses included in paragraph (a) of this section, such clause or clauses, as developed by the State transportation department may be included in Federal-aid highway contracts in lieu of the corresponding clause or clauses in paragraph (a) of this section. The State's action must be pursuant to a specific State statute requiring differing contract conditions clauses. Such State developed clause or clauses, however, must be in conformance with 23 U.S.C., 23 CFR and other applicable Federal statutes and regulations as appropriate and shall be subject to the Division Administrator's approval as part of the PS&E.

(c) In the case of a design-build project, STDs are strongly encouraged to use “suspensions of work ordered by the engineer” clauses, and may consider “differing site condition” clauses and “significant changes in the character of work” clauses which are appropriate for the risk and responsibilities that are shared with the design-builder.

DISADVANTAGED BUSINESS ENTERPRISES

REQUIREMENTS

PROJECT: Smithfield Middle School Safe Routes to School

HIGHWAY: Main Street

COUNTY: TARRANT

TXDOT CSJ: 0902-90-292

The following goal for disadvantaged business enterprises is established:

DBE

0%

Certification of DBE Goal Attainment

By signing the proposal, the Bidder certifies that the above DBE goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that the Bidder will provide a good faith effort to substitute the attempt to meet the goal.

Failure to provide commitments to meet the stated goal or provide a satisfactory good faith effort will be considered a breach of the requirements of the proposal. As a result, the bid proposal guarantee of the Bidder will be property of the City of North Richland Hills and the Bidder will be excluded for rebidding on the project when it is re-advertised.

Buy America

§ 635.410 Buy America requirements.

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.
(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or $2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c)(1) A State may request a waiver of the provisions of this section if;

(i) The application of those provisions would be inconsistent with the public interest; or

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the **Federal Register** for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 38975, July 21, 1993]

CSJ: 0902-90-292

Project: SMITHFIELD MIDDLE SCHOOL SAFE ROUTES TO SCHOOL

County: Tarrant



The enclosed Texas Department of Transportation Specifications, Special Specifications, Special Provisions, General Notes and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper Notification to the responsible engineer is an Offence under the Texas Engineering Practice.

Bidder Certification

By signing the proposal the bidder certifies:

1. the only persons or parties interested in this proposal are those named and the bidder has not directly or indirectly participated in collusion, entered into an agreement or otherwise taken any action in restraint of free competitive bidding in connection with the above captioned project.

2. in the event of the award of a contract, the organization represented will secure bonds for the full amount of the contract.

3. the signatory represents and warrants that they are an authorized signatory for the organization for which the bid is submitted and they have full and complete authority to submit this bid on behalf of their firm.

4. that the certifications and representations contained in the proposal are true and accurate and the bidder intends the proposal to be taken as a genuine government record.

OSHA Implementation Procedures

The following requirements are to be followed for this project.

§ 635.108 Health and safety.

Contracts for projects shall include provisions designed:

(a) To insure full compliance with all applicable Federal, State, and local laws governing safety, health and sanitation; and

(b) To require that the contractor shall provide all safeguards, safety devices, and protective equipment and shall take any other actions reasonably necessary to protect the life and health of persons working at the site of the project and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

State of Texas Child Support Business Ownership Form

County: _____ Project Name: _____

TxDOT CSJ: _____ LG Project Number: _____

Business Entity Submitting Bid:_____

Section 231.006, Family Code, requires a bid for a contract paid from state funds to include the names and social security number of individuals owning 25% or more of the business entity submitting the bid.

1. In the spaces below please provide the names and social security number of individuals owning 25% or more of the business.

Name	Social Security Number
_____	_____
_____	_____
_____	_____
_____	_____

2. Please check the box below if no individual owns 25% or more of the business.

(No individual own 25% or more of the business.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Part A and D to Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-699).

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The information collected on this form will be maintained by North Richland Hills. With few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.

_____ _____

Signature Date

_____

Printed Name

IF THIS PROJECT IS A JOINT VENTURE,

ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.

BID TAB
CSJ 0902-90-292 NRH Smithfield Middle School SRTS

					ENGINEER'S ESTIMATE		Bidder 1: Don Smith Concrete			Bidder 2: C. Green Scaping			Bidder 3: Meca Construction			Bidder 4: Tejas Cutters		
BID ITEM NO.	Description	Specification Section No.	Unit of Measure	Quantity	Unit Price	Bid Value	Unit Price	Bid Value	% Difference From Engineer's Estimate	Unit Price	Bid Value	% Difference From Engineer's Estimate	Unit Price	Bid Value	% Difference From Engineer's Estimate	Unit Price	Bid Value	% Difference From Engineer's Estimate
1	PREP ROW (TREE REMOVE) (12"-24" DIA)	0100 7004	EA	1	$ 1,000.00	$ 1,000.00	$ 1,875.00	$ 1,875.00	88%	$ 2,200.00	$ 2,200.00	120%	$ 1,050.00	$ 1,050.00	5%	$ 4,500.00	$ 4,500.00	350%
2	TREE PROTECTION (INSTALL)	0100 7013	EA	6	$ 400.00	$ 2,400.00	$ 308.00	$ 1,848.00	-23%	$ 200.00	$ 1,200.00	-50%	$ 250.00	$ 1,500.00	-38%	$ 300.00	$ 1,800.00	-25%
3	TREE PROTECTION (REMOVE)	0100 7015	EA	6	$ 100.00	$ 600.00	$ 231.00	$ 1,386.00	131%	$ 50.00	$ 300.00	-50%	$ 250.00	$ 1,500.00	150%	$ 50.00	$ 300.00	-50%
4	REMOV CONC (DRIVEWAYS)	0104 7011	SY	70	$ 30.00	$ 2,100.00	$ 29.24	$ 2,046.80	-3%	$ 29.00	$ 2,030.00	-3%	$ 36.00	$ 2,520.00	20%	$ 22.00	$ 1,540.00	-27%
5	REMOV CONC (SIDEWALK, RAMP OR SUP)	0104 7013	SY	510	$ 15.00	$ 7,650.00	$ 23.74	$ 12,107.40	58%	$ 29.00	$ 14,790.00	93%	$ 36.00	$ 18,360.00	140%	$ 22.00	$ 11,220.00	47%
6	REMOV CONC (CURB OR CURB & GUTTER)	0104 7018	LF	330	$ 20.00	$ 6,600.00	$ 12.34	$ 4,072.20	-38%	$ 12.00	$ 3,960.00	-40%	$ 25.00	$ 8,250.00	25%	$ 11.00	$ 3,630.00	-45%
7	EXCAV (ROADWAY)	0110 7001	CY	90	$ 50.00	$ 4,500.00	$ 57.19	$ 5,147.10	14%	$ 53.00	$ 4,770.00	6%	$ 20.00	$ 1,800.00	-60%	$ 100.00	$ 9,000.00	100%
8	EMBANK (FNL)(OC)(TY D)	0132 7011	CY	20	$ 30.00	$ 600.00	$ 70.46	$ 1,409.20	135%	$ 49.00	$ 980.00	63%	$ 100.00	$ 2,000.00	233%	$ 125.00	$ 2,500.00	317%
9	FURN & PLACE TOPSOIL (4")	0160 7002	SY	1,200	$ 15.00	$ 18,000.00	$ 1.25	$ 1,500.00	-92%	$ 7.70	$ 9,240.00	-49%	$ 10.00	$ 12,000.00	-33%	$ 7.50	$ 9,000.00	-50%
10	BLOCK SODDING	0162 7002	SY	1,200	$ 15.00	$ 18,000.00	$ 24.30	$ 29,160.00	62%	$ 6.80	$ 8,160.00	-55%	$ 10.00	$ 12,000.00	-33%	$ 12.50	$ 15,000.00	-17%
11	VEGETATIVE WATERING	0168 7001	MG	50	$ 15.00	$ 750.00	$ 100.00	$ 5,000.00	567%	$ 60.00	$ 3,000.00	300%	$ 40.00	$ 2,000.00	167%	$ 500.00	$ 25,000.00	3233%
12	RDSIDE AMENITY	0194 7011	EA	15.0	$ 400.00	$ 6,000.00	$ 860.00	$ 12,900.00	115%	$ 335.00	$ 5,025.00	-16%	$ 500.00	$ 7,500.00	25%	$ 500.00	$ 7,500.00	25%
13	MOBILIZATION	0500 7001	LS	1.0	$ 50,000.00	$ 50,000.00	$ 35,000.00	$ 35,000.00	-30%	$ 17,600.00	$ 17,600.00	-65%	$ 15,000.00	$ 15,000.00	-70%	$ 57,000.00	$ 57,000.00	14%
14	BARRICADES, SIGNS AND TRAFFIC HANDLING	0502 7001	MO	5	$ 5,200.00	$ 26,000.00	$ 2,500.00	$ 12,500.00	-52%	$ 3,720.00	$ 18,600.00	-28%	$ 100.00	$ 500.00	-98%	$ 5,500.00	$ 27,500.00	6%
15	PORTABLE CHANGEABLE MESSAGE SIGN	0503 7001	DAY	150	$ 150.00	$ 22,500.00	$ 93.75	$ 14,062.50	-38%	$ 120.00	$ 18,000.00	-20%	$ 30.00	$ 4,500.00	-80%	$ 75.00	$ 11,250.00	-50%
16	TEMP SEDMT CONT FENCE (INSTALL)	0506 7039	LF	400	$ 10.00	$ 4,000.00	$ 3.85	$ 1,540.00	-62%	$ 7.00	$ 2,800.00	-30%	$ 2.50	$ 1,000.00	-75%	$ 4.50	$ 1,800.00	-55%
17	TEMP SEDMT CONT FENCE (REMOVE)	0506 7041	LF	400	$ 8.00	$ 3,200.00	$ 3.85	$ 1,540.00	-52%	$ 1.00	$ 400.00	-88%	$ 2.50	$ 1,000.00	-69%	$ 2.00	$ 800.00	-75%
18	BIODEG EROSN CONT LOGS (INSTL) (8")	0506 7043	LF	180	$ 10.00	$ 1,800.00	$ 12.32	$ 2,217.60	23%	$ 15.30	$ 2,754.00	53%	$ 10.00	$ 1,800.00	0%	$ 15.75	$ 2,835.00	58%
19	BIODEG EROSN CONT LOGS (REMOVE)	0506 7046	LF	180	$ 7.50	$ 1,350.00	$ 3.08	$ 554.40	-59%	$ 3.00	$ 540.00	-60%	$ 10.00	$ 1,800.00	33%	$ 2.50	$ 450.00	-67%
20	DRIVEWAYS (CONC)	0530 7006	SY	70	$ 175.00	$ 12,250.00	$ 215.60	$ 15,092.00	23%	$ 89.30	$ 6,251.00	-49%	$ 108.00	$ 7,560.00	-38%	$ 125.00	$ 8,750.00	-29%
21	CONC SIDEWALKS (4")	0531 7001	SY	1,310	$ 75.00	$ 98,250.00	$ 144.52	$ 189,321.20	93%	$ 73.00	$ 95,630.00	-3%	$ 81.00	$ 106,110.00	8%	$ 104.25	$ 136,567.50	39%
22	CURB RAMPS (TY 1)	0531 7005	EA	9	$ 3,750.00	$ 33,750.00	$ 3,510.00	$ 31,590.00	-6%	$ 1,176.00	$ 10,584.00	-69%	$ 2,500.00	$ 22,500.00	-33%	$ 2,850.00	$ 25,650.00	-24%
23	CURB RAMPS (TY 2)	0531 7006	EA	2	$ 3,750.00	$ 7,500.00	$ 4,725.00	$ 9,450.00	26%	$ 2,574.00	$ 5,148.00	-31%	$ 2,500.00	$ 5,000.00	-33%	$ 3,300.00	$ 6,600.00	-12%
24	CURB RAMPS (TY 5)	0531 7008	EA	23	$ 3,750.00	$ 86,250.00	$ 7,716.60	$ 177,481.80	106%	$ 4,265.00	$ 98,095.00	14%	$ 2,500.00	$ 57,500.00	-33%	$ 3,500.00	$ 80,500.00	-7%
25	CURB RAMPS (TY 7)	0531 7010	EA	11	$ 3,750.00	$ 41,250.00	$ 4,004.10	$ 44,045.10	7%	$ 2,819.00	$ 31,009.00	-25%	$ 2,500.00	$ 27,500.00	-33%	$ 2,875.00	$ 31,625.00	-23%
26	CONC SIDEWALKS (SPECIAL)	0531 7025	SY	140	$ 150.00	$ 21,000.00	$ 105.95	$ 14,833.00	-29%	$ 257.00	$ 35,980.00	71%	$ 81.00	$ 11,340.00	-46%	$ 210.00	$ 29,400.00	40%
27	ALUMINUM SIGNS (TY A)	0636 7001	SF	7	$ 60.00	$ 420.00	$ 62.50	$ 437.50	4%	$ 200.00	$ 1,400.00	233%	$ 120.00	$ 840.00	100%	$ 30.00	$ 210.00	-50%
28	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	0644 7001	EA	39	$ 900.00	$ 35,100.00	$ 687.50	$ 26,812.50	-24%	$ 690.00	$ 26,910.00	-23%	$ 500.00	$ 19,500.00	-44%	$ 715.00	$ 27,885.00	-21%
29	RELOCATE SM RD SN SUP&AM TY 10BWG	0644 7065	EA	7	$ 500.00	$ 3,500.00	$ 500.00	$ 3,500.00	0%	$ 520.00	$ 3,640.00	4%	$ 500.00	$ 3,500.00	0%	$ 775.00	$ 5,425.00	55%
30	RELOCATE SM RD SN SUP&AM(SIGN ONLY)	0644 7072	EA	2	$ 100.00	$ 200.00	$ 250.00	$ 500.00	150%	$ 225.00	$ 450.00	125%	$ 120.00	$ 240.00	20%	$ 110.00	$ 220.00	10%
31	REMOVE SM RD SN SUP&AM	0644 7073	EA	4	$ 200.00	$ 800.00	$ 529.20	$ 2,116.80	165%	$ 100.00	$ 400.00	-50%	$ 100.00	$ 400.00	-50%	$ 275.00	$ 1,100.00	38%
32	RE PM TY II (W) 12" (SLD)	0666 7182	LF	210	$ 10.00	$ 2,100.00	$ 8.23	$ 1,728.30	-18%	$ 5.40	$ 1,134.00	-46%	$ 4.00	$ 840.00	-60%	$ 14.00	$ 2,940.00	40%
33	RE PM TY II (W) 24" (SLD)	0666 7184	LF	1,140	$ 15.00	$ 17,100.00	$ 11.10	$ 12,654.00	-26%	$ 13.00	$ 14,820.00	-13%	$ 7.00	$ 7,980.00	-53%	$ 20.00	$ 22,800.00	33%
34	PAVEMENT SLER 12"	0666 7350	LF	210	$ 2.00	$ 420.00	$ 5.41	$ 1,136.10	171%	$ 0.25	$ 52.50	-88%	$ 1.00	$ 210.00	-50%	$ 0.15	$ 31.50	-93%
35	PAVEMENT SLER 24"	0666 7352	LF	1,140	$ 3.00	$ 3,420.00	$ 4.54	$ 5,175.60	51%	$ 0.50	$ 570.00	-83%	$ 2.00	$ 2,280.00	-33%	$ 0.27	$ 307.80	-91%
36	ELIM EXT PM & MRKS (12")	0677 7006	LF	210	$ 3.00	$ 630.00	$ 5.10	$ 1,071.00	70%	$ 2.00	$ 420.00	-33%	$ 2.00	$ 420.00	-33%	$ 5.25	$ 1,102.50	75%
37	ELIM EXT PM & MRKS (24")	0677 7008	LF	60	$ 5.00	$ 300.00	$ 12.85	$ 771.00	157%	$ 3.00	$ 180.00	-40%	$ 4.00	$ 240.00	-20%	$ 9.00	$ 540.00	80%
38	PAV SURF PREP FOR MRK (12")	0678 7006	LF	210	$ 1.50	$ 315.00	$ 3.23	$ 678.30	115%	$ 0.25	$ 52.50	-83%	$ 0.50	$ 105.00	-67%	$ 0.20	$ 42.00	-87%
39	PAV SURF PREP FOR MRK (24")	0678 7008	LF	1,140	$ 2.00	$ 2,280.00	$ 1.64	$ 1,869.60	-18%	$ 0.50	$ 570.00	-75%	$ 0.75	$ 855.00	-63%	$ 0.30	$ 342.00	-85%
40	REMOVE AND RELOCATE METERS AND BOXES	7004 7055	EA	15	$ 1,500.00	$ 22,500.00	$ 4,375.00	$ 65,625.00	192%	$ 1,300.00	$ 19,500.00	-13%	$ 2,000.00	$ 30,000.00	33%	$ 2,500.00	$ 37,500.00	67%
41	ADJUST MANHOLE (SANITARY SEWER)	7006 7061	EA	1	$ 2,000.00	$ 2,000.00	$ 1,350.00	$ 1,350.00	-33%	$ 3,300.00	$ 3,300.00	65%	$ 1,000.00	$ 1,000.00	-50%	$ 750.00	$ 750.00	-63%
					TOTAL BID	$ 568,385.00		$ 753,105.00			$ 472,445.00			$ 402,000.00			$ 612,913.30	

- Contractor Error in Bid

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1374460

Date Filed:
10/08/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
C. Green Scaping, LP
FT WORTH, TX United States

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

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.
CSJ: 0902-90-292
Smithfield Middle School Safe Routes to School (SD2404)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ruiz, Cathleen	FT WORTH, TX United States	X	
Green, Curtis	FORT WORTH, TX United States	X	
C&C Green Enterprises, LLC	FT WORTH, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Curtis J. Green, and my date of birth is _____.

My address is 2401 Handley Ederville Rd, Ft. Worth (city), TX (state), 76118 (zip code), USA (country).

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

Executed in Tarrant County, State of Texas, on the 8 day of October (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

DocuSign Envelope ID: 34C2E397-97FB-471B-AF25-3DBB27D347AB

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM PROJECT

MPO-Selected Off-System

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project ("Agreement") is made between the State of Texas (State), acting through the Texas Department of Transportation, and the City of North Richland Hills (Local Government), acting through its duly authorized officials.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

WHEREAS, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as Smithfield Middle School Safe Routes to Schools (Project), and

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District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 116522 (MO) dated August 30, 2022 awarding funding for TASA projects in the TASA Program Call of the North Central Texas Council of Governments, including Project, and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated October 23, 2023, which is attached to and made a part of this Agreement as Attachment C, Resolution or Ordinance. A map showing the Project location appears in Attachment A, Project Location Map, which is attached to and made a part of this Agreement, and

NOW, THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

A. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided below.

B. Period of Performance.

1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Scope of Work and Use of Project

A. The scope of work for Project consists of constructing new sidewalks and crosswalks, pedestrian signalization and intersection improvements as shown in Attachment A.

B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds

The total estimated development cost of the Project is shown in Attachment B, Project Budget Estimate and Source of Funds (Attachment B).

A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in

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Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

accordance with applicable TxDOT procedures. Upon request, Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The total estimated project cost as shown in Attachment B incudes the Local Government's estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State's In-Kind Match Reporting form.

C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.

E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.

F. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government. If the Project was State-selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).

G. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

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District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment B for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment B for State's estimated construction oversight and construction cost.

J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment B and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.

K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.

L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.

M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.

N. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.

O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor

with access to any information the state auditor considers relevant to the investigation or audit.

P. State will not pay interest on any funds provided by Local Government.

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Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

Q. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.

R. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.

S. If Local government is an Economically Disadvantaged County (EDC) and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

4. Termination of the Agreement

A. This Agreement may be terminated by any of the following conditions:
   1. By mutual written consent and agreement of all parties;
   2. By any party with 90 days written notice; or
   3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.

B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.

C. The Agreement may be terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination;

D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.

E. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
   1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.
   2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
   3. Local Government withdraws from participation in Project.
   4. State determines that federal funding may be lost due to Project not being implemented and completed.

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
6. A construction contract has not been awarded or construction has not been initiated within three years after the date that the Commission or MPO selected the project or by a letting date determined by the state and agreed to by the Local Government.
7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.

F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

5. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. At the State's discretion, State may reimburse Local Government for minor, incidental utility adjustments that are identified during the preliminary engineering phase if they are eligible for federal reimbursement. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if the following conditions are met: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

8. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

A. The **Local Government** is responsible for the identification and assessment of any environmental problems associated with the development of Project.

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

B. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.

C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, including any public hearing requirements that may be necessary when adding a bike lane.

D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

A. Architectural and engineering services for preliminary engineering will be provided by the **Local Government**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements.

B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.

D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

11. Construction Responsibilities

A. The **Local Government** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. To ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.

B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.

C. All contract change order review and approval procedures must be approved by State prior to start of construction.

D. If the Local Government is the responsible party, the State must review and approve change orders.

E. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.

F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.

G. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.

C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.

D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

13. Right of Way and Real Property Acquisition

A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.

B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.

D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, or (2) Local Government, if the real property is not to be made part of the State Highway System. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.

E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.

F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.

H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.

J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment. For State-selected projects, this is outlined in 43 Tex. Admin. Code §11.417. The separate agreement

must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

K. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.

L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.

M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

14. Insurance

A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.

B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

15. Notices, Invoices, Payments, and Project Inquiries

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of North Richland Hills ATTN: City Manager 4301 City Point Drive North Richland Hills, TX 76180	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

Invoicing, payment, and project inquiries must be sent to the following e-mail address, which the State may change by sending written notice of the change to the Local Government:

ftw_district-invoices@txdot.gov

All invoicing, payment, and project inquiries must include the following information:

County: Tarrant
Local Government: City of North Richland Hills
CSJ No.: 0902-90-292
Project Name: Smithfield Middle School SRTS
Highway or Roadway: Main Street

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

19. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

20. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.
I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise ("**DBE**") Program requirements established in 49 CFR Part 26.
B. Local Government shall adopt, in its totality, State's federally approved DBE program.
C. Local Government shall set an appropriate DBE goal consistent with State's DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
D. Local Government shall follow all other parts of State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

Enterprise by Entity, and attachments found at web address: http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).

F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate."

28. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order
12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. 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.

30. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. Local Government agrees that it shall:

1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://sam.gov/SAM/pages/public/index.jsf
2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to State if:
   a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov .

C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____.*

D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS

DocuSigned by:
Kenneth Stewart
Signature

Kenneth Stewart
Typed or Printed Name

Director of Contract Services
Typed or Printed Title

11/14/2023
Date

THE LOCAL GOVERNMENT

DocuSigned by:
Mark Hindman
Signature

Mark Hindman
Typed or Printed Name

City Manager
Typed or Printed Title

11/14/2023
Date

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

ATTACHMENT A
PROJECT LOCATION MAP



- New Curb Ramp
- Updated Curb Ramp
- Bicycle Parking Station
- New Sidewalk
- Pedestrian Crossing Ahead sign
- Pedestrian Crossing sign w/ arrow & yield
- Pedestrian Crossing LED sign
- White Parallel Lines = New Crosswalk

Entire map area is within the attendance boundary of Smithfield Middle School

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TxDOT:					Federal Highway Administration:	
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District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT ESTIMATE AND SOURCE OF FUNDS

LG Performs PE Work or Hires Consultant / LG Lets Project for Construction

Work Performed by Local Government ("LG")								
Description of Project Costs to be Incurred		**Total Project Cost Estimate**	**Federal Participation** Includes percentage for TDC apportionment on projects where applicable		**State Participation** Includes authorized EDC amounts		**Local Government Participation** Includes authorized EDC reduction/TDCs	
			%	**Cost**	**%**	**Cost**	**%**	**Cost**
Planning/Maps/Education/Non-CST		$0	0%	$0	0%	$0	0%	$0
Preliminary Engineering		$54,293	0%	$0	0%	$0	100%	$54,293
Environmental Cost		$12,000	0%	$0	0%	$0	100%	$12,000
Right of Way		$0	0%	$0	0%	$0	0%	$0
Utilities		$0	0%	$0	0%	$0	0%	$0
Construction Cost	$663,596							
Construction Engineering Cost	$0							
Eligible In-Kind Contribution Value	$0							
Total Construction Value (sum of construction cost and in-kind value)		$663,596	100%	$663,596	0%	$0	0%	132,719
Work by LG Subtotal		**$729,889**		**$663,596**		**$0**		**$66,293**
Work Performed by the State (Local Participation paid up front by LG to TxDOT)								
Preliminary Engineering[1]		$0	0%	$0	0%	$0	0%	$0
Environmental Cost[1]		$0	0%	$0	0%	$0	0%	$0
Right of Way[3]		$0	0%	$0	0%	$0	0%	$0
Utilities[2]		$0	0%	$0	0%	$0	0%	$0
Construction Cost[2]	$							
Eligible In-Kind Contribution Value	$	$0	0%	$0	0%	$0	0%	$0
Total Construction Value (sum of construction cost and in-kind value)								
Work by State Subtotal		**$0**		**$0**		**$0**		**$0**

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
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District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight

Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on projects where applicable		State Participation Includes authorized EDC amount		Local Government (LG) Participation Includes authorized EDC reduction	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering[1]	$2,715	0%	$0	0%	$0	100%	$2,715
Environmental Cost[1]	$600	0%	$0	0%	$0	100%	$600
Right of Way[1]	$1	0%	$0	0%	$0	100%	$1
Utilities[1]	$1	0%	$0	0%	$0	100%	$1
Construction[2]	$46,452	0%	$0	0%	$0	100%	$46,452
Direct State Costs Subtotal	$49,769	0%	$0	0%	$0	100%	$49,769
Indirect State Cost	$34,524		$0	100%	$34,524		$0
TOTAL PARTICIPATION	$814,182		$663,596		$34,524		$116,062
In-kind Contribution Credit Applied						0%	$0
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION							**$116,062**

- The estimated total participation by Local Government is $116,062.00, plus 100% of overruns.
- Total estimated payment by Local Government to State is $49,769.00.
- [1]Local Government's first payment of $3,317.00 is due to State within 30 days from execution of this contract.
- [2] Local Government's second payment of $46,452.00 is due to State within 60 days prior to the Construction contract being advertised for bids.
- [3]If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.
- The local match must be 20% or greater and may include eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- Transportation Development Credits (TDC) are being utilized in place of the Local Government's participation in the amount of 132,719.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are $663,596.00.

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TxDOT:					Federal Highway Administration:	
CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION OF LOCAL GOVERNMENT

RESOLUTION NO. 2023-080

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, ACCEPTING AN ADVANCED FUNDING AGREEMENT (AFA) RELATING TO THE SMITHFIELD MIDDLE SCHOOL SAFE ROUTES TO SCHOOL PROGRAM; TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM (TASA); PROJECT CSJ 0902-90-292; AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF NORTH RICHLAND HILLS, EFFECTIVE OCTOBER 9, 2023.

WHEREAS, the City Council of the City of North Richland Hills, Texas has deemed it necessary and in the best interest of the citizens of the City of North Richland Hills to develop the Safe Routes to School project for the Smithfield Middle School area; and

WHEREAS, the Texas Transportation Commission passed Minute order No. 116522, dated August 16, 2023, awarding funding for TASA projects in the 2023 TASA Program Call of the North Central Texas Council of Governments, including the project described herein; and

WHEREAS, said project will enhance pedestrian safety at various intersections and street and sidewalks throughout the Smithfield Middle School Area; and

WHEREAS, the Advance Funding Agreement outlines each party's responsibilities in said project including costs; and

WHEREAS, the total estimated cost to be paid by the City is $116,062.00 with the Federal projects share being $663,596.00 and the state share being $34,524.00; and

WHEREAS, the Street Capital Projects Fund Reserve will provide funding for use in paying the City of North Richland Hills one-hundred percent engineering cost, and one-hundred percent construction cost overruns for said projects; and

WHEREAS, the City of North Richland Hills is willing to share in the cost of the NRH Active Transportation Projects for the Safe Routes to School program, in accordance with the Advance Funding Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, THAT:

SECTION 1. The City Council hereby finds that the recitals set forth above are true and correct and are incorporated into this Resolution as if written herein.

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TxDOT:					Federal Highway Administration:	
CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

SECTION 2. The City Council of the City of North Richland Hills, Texas hereby approves an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT).

SECTION 3. The City Council of the City of North Richland Hills, Texas hereby authorizes the City Manager to execute said AFA on behalf of the City of North Richland Hills, Texas.

SECTION 4. The Costs associated with the North Richland Hills Highway Safety Improvement Program from the Street Capital Projects Fund Reserve are hereby approved. This approval includes costs overruns on this project.

SECTION 5. This Resolution shall take effect and be in full force and effect from and after the date of its adoption, and it is so resolved; and all Resolutions of the City Council of the City in conflict herewith are hereby amended or repealed to the extent of such conflict.

PASSED AND APPROVED on this 23rd day of October, 2023.

CITY OF NORTH RICHLAND HILLS

By: _____
Oscar Trevino, Mayor

ATTEST:

_____
Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

_____
Maleshia B. McGinnis, City Attorney

APPROVED AS TO CONTENT:

_____
Caroline Waggoner, Assistant City Manager

891

Federal Project Authorization and Agreement

District: FTW State Code: 48 FAFOS Proj Nbr: 68185 FMIS Proj Nbr: 2025946

Federal Project Number: STP 2025(946)TP County: Tarrant Control Section-Job (SPN): 0902-90-292

Add'l CSJs:

Project Description: MAIN STREET FROM COPPER CANYON ROAD NORTH, CRANE ROAD EAST TO MID CITIES BOULEVARD SOUTH, DAVIS BOULEVARD WEST. CONSTRUCT NEW SIDEWALKS, PEDESTRIAN SIGNALIZATION, AND INTERSECTION IMPROVEMENTS.

Action Type: Original Oversight: C - Assumed/Locally Administered On NHS System: No Financing: Regular

TxDOT is authorized to proceed with the following work: [ ] PE [ ] ROW [X] Construction [ ] Other

State Remarks

FTW District

This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

Program Details Summary

	Federal				Match				Contributions		
Prog Code	Reg Fed Funds	A/C Funds	Federal Part %	Federal Part Fixed / PCT	Local	%	State	%	Local	Private	Non-Monetary/ Inkind
Y301	$0.00	$0.00	0.00%		$1,000.00	100.00 %	$0.00	0.00%	$0.00	$0.00	$0.00
Y301	$62,524.00	$0.00	100.00 %		$0.00	0.00%	$0.00	0.00%	$0.00	$0.00	$0.00
Y301	$568,400.00	$0.00	100.00 %	Fixed	$0.00	0.00%	$0.00	0.00%	$0.00	$0.00	$0.00
Total	$630,924.00				$1,000.00		$0.00		Soft Match Amt $132,719.00		
Costs	Federal				Local		State		Contributions		
									$631,924.00		
									Complete Project		

Funds Available per FHWA Division Office By: Angelica Rodriguez Date: 05/28/2025 (Construction)

(FHWA Use Only)

Federal Aid Project Agreement

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the application terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto, and (3) the policies and procedures promulgated by the Federal Highway Administration relative to the above-designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administrations authorization to proceed with the project involving such costs. The state further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions and certifications set forth in 23 CFR 630.112, which is incorporated herein by reference.

Texas Department of Transportation

Melissa Flores

Title: Transportation Funding Specialist

Date: 05/22/2025

( ) See Attached for Conditions

U.S. Department of Transportation
Federal Highway Administration

Angelica Rodriguez

For: Division Administrator

Date: 05/30/2025

STP *2025* *946* *FPAA*

FHWA Remarks	
1	TDC for match

State: Texas State Code: 48 Project Number: STP 2025(946)TP Project End Date: 04/29/2033

Project Description: MAIN STREET FROM COPPER CANYON ROAD NORTH, CRANE ROAD EAST TO MID CITIES BOULEVARD SOUTH, DAVIS BOULEVARD WEST. CONSTRUCT NEW SIDEWALKS, PEDESTRIAN SIGNALIZATION, AND INTERSECTION IMPROVEMENTS.

Standard Place Code: NA

NEPA Class of Action: Categorical Exclusions

Re-evaluation or Supplemental Document: N

NEPA Class of Action Decision Date: 10/25/2024

Re-evaluation or Supplemental Document Date:

Letting Management Use

TxDOT's DUNS No.: 80-678-2553

Demo Projects Only: Demo No.:

Estimated Construction Date: 00/00/0000

PE Obligated Amount: 0

PE Appn Code:

Congressional Districts

Cong Dist. No.	%
024	100%

Estimated Completion Date:

Major Project Identifier:

STIP Reference: 10/18/2024

State Defined Field: 5000-00-916

Disaster (ER) FY No.:

Disaster Seq. No.:

Inventory Route Number:

DFO: Beginning 0.525 Ending 0.525

NBI Numbers	CSJ's
	0902-90-292

Project Flags

Toll Road: FTA: Temp Match: SFTY 100%:

Indian Reserv: Design Build: Construction: CMGC:

Other SEP 14: Hwy For Life: Appalachia:

Detail ID						*Geographical Info*			*Other Statistics*						
Prog Code	Detail No	Proj Type	Imp Type	FAIN	CFDA	County Code	Urban Area	R/U	Func Class	Sys Code	Demo ID	Purpose ID	Grant Number	TotalCost	Federal Funds
Y301	30	C	28	693JJ22530000Y30 1TX2025946	20.205	439	22042	U	L	Z				$568,400.00	$568,400.00
Y301	31	C	28	693JJ22530000Y30 1TX2025946	20.205	439	22042	U	L	Z				$1,000.00	$0.00
Y301	32	C	17	693JJ22530000Y30 1TX2025946	20.205	439	22042	U	L	Z				$62,524.00	$62,524.00
														Total Cost	Total Obligation
														$631,924.00	$630,924.00

Related Projects

Internal Remarks

STATE LETTER OF AUTHORITY FORM

Approved To Let

CONTROLLING PROJECT ID 0902-90-292 **DISTRICT** Fort Worth **COUNTY** Tarrant **HIGHWAY** MAIN ST

FED/STATE PROJECT # STP 2025(946)TP **RESP. DISTRICT** Fort Worth **FUNC. CLASS** 7

LIMITS FROM Copper Canyon Rd N, Crane Rd E **LIMITS TO** Mid Cities Blvd S, Davis Blvd W

WORK TYPE Construct Pedestrian Infrastructure

Right of Way:	Clear: X	Not Clear	Certification Rec'd	1/14/2025
R.O.W Encroachment:	Clear: X	Not Clear	Certification Rec'd	1/14/2025
Relocation Assistance:	Clear: X	Not Clear	Certification Rec'd	1/14/2025
Utilities:	Clear: X	Not Clear	Certification Rec'd	1/14/2025

AGREEMENTS AND PERMITS REQUIRED:

Railroad Agreement:	Yes	No X	Rec'd 1/14/2025
COE Section 404/10: IND/NW	Yes	No X	Rec'd
Coast Guard Section 9:	Yes	No X	Rec'd
TWC/WPWP:	Yes	No X	Rec'd
TPWD:	Yes	No X	Rec'd
Other Participation:	Yes	No X	Rec'd
Other:	Yes	No	Rec'd

TYPE OF ENVIRONMENTAL CLEARANCE:

Blanket Categorical Exclusion _____ Programmatic Categorical Exclusion _____

Categorical Exclusion (State CE) _____ Project Specific Categorical Exclusion CE - C(22)

FONSI _____ EIS _____ EA _____ Date of Final Federal Action 10 / 25 / 2024

Remarks: On 6/18/25 the project delivery manager for the Fort Worth District certifies that this project meets the criteria for a CE. This LOA has been signed based on this criteria.

Environmental: Clear: X NOT Clear: _____ Conditions: _____

Clay Churchill
ENVIRONMENTAL AFFAIRS DIVISION

06/18/2025
DATE

Conditions of Approval: _____

Design: Clear: ✓ NOT Clear: _____ Conditions: _____

RESPONSIBLE DISTRICT OFFICE

6/20/2025
DATE

Yes ✓ No _____ With Conditions _____

Signed by:
David Salazar
B741E64FAD8...
DISTRICT ENGINEER

6/23/2025
DATE

THIS AUTHORIZATION IS GIVEN ON THE CONDITION THAT THE CONTRACTING AGENCY SHALL ASSUME ALL COST AND REPONSIBLITY AND LEGAL LIABILITY FOR ACTIVITES THAT DO NOT CONFORM WITH APPLICABLE FEDERAL AND STATE REQUIREMENTS.

Docusign Envelope ID: 34D68F52-A290-4B9F-8250-9BC835DD9B27

Texas Department of Transportation

MEMO

September 16, 2025

To: Carl L. Johnson, P.E.
Chief Engineer

Through: Jessica Butler, P.E.
Director of Engineering & Safety Operations

DocuSigned by: Jessica Butler 00B7C02688034DD...

From: Duane S. Milligan, P.E.
Construction Division Director

DocuSigned by: 361344A1074C4B6...

Subject: Award of a Local Government Project, Tarrant County

Control: 0902-90-292
Project: STP 2025(946)TP
Highway: CS
Tarrant County

The above referenced pedestrian infrastructure project has been reviewed. The City of North Richland Hills and the Fort Worth District recommend awarding the contract to C. Green Scaping LP. The total amount of the low bid was $472,445.00, which is 16.9 percent under the engineer's estimate of $568,385.00. Funds for this project are allocated in accordance with the Federal Project Authorization and Agreement (FPAA). The city is responsible for any costs above the maximum authorized federal amounts.

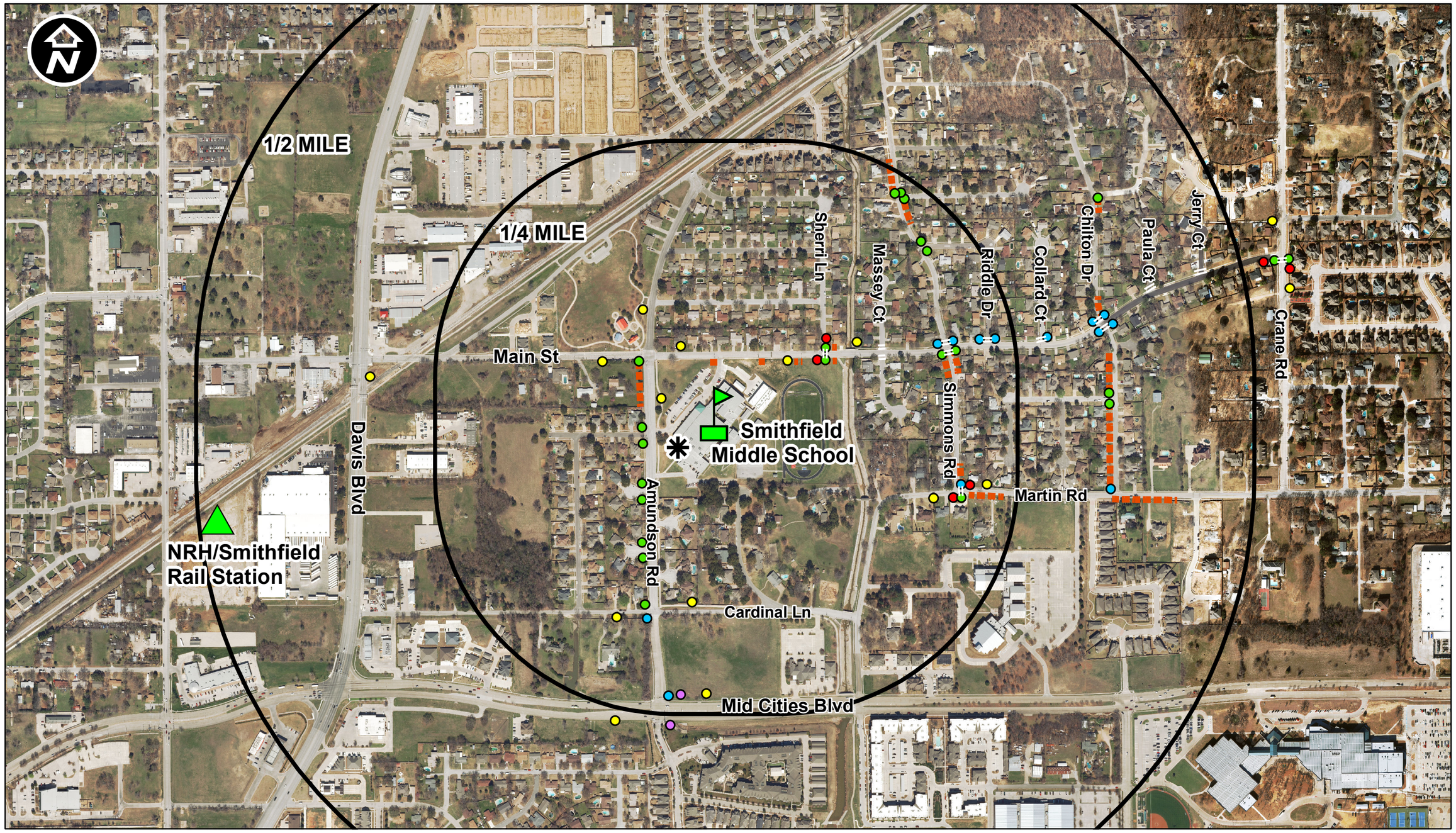
Attached are the State Letter of Authority (SLOA) for locally let projects and the FPAA, indicating clearances for the following:

- Right of way
- Encroachments
- Relocation assistance
- Utilities
- Environmental

DocuSigned by: Carl L. Johnson, PE 2FE36139F0614C3... 9/22/2025

I concur with the recommendation.

We request your concurrence in the award of this project. If you have any questions, please call Duane S. Milligan, P.E., at 512/416-2456.



- New Curb Ramp
- Updated Curb Ramp
- Bicycle Parking Station
- New Sidewalk
- Pedestrian Crossing Ahead sign
- Pedestrian Crossing sign w/ arrow & yield
- Pedestrian Crossing LED sign

White Parallel Lines = New Crosswalk

Safe Routes to School

Entire map area is within the attendance boundary of Smithfield Middle School

0 200 400 800 1,200 1,600 Feet

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** October 27, 2025

SUBJECT: Authorize the City Manager to execute Change Order No. 4 with CGC General Contractors, Inc., contract #32500004 in the amount of $453,349.52 for the NRH2O Family Water Park Nitro Blast construction.

PRESENTER: Adrien Pekurney, Director of Parks and Recreation

Summary:

This item is for City Council consideration to authorize the City Manager to execute a change order in the amount of $453,349.52 to complete plumbing and electrical modifications within the Nitro Blast Pump Room. Immediate funding is available through a project budget transfer from the adopted FY2026 Water Park capital project WP2602 (Double Dipper Tower Renovation) to WP2305 (NitroBlast Design and Construction).

The adopted FY26 Water Park capital project WP2602 design/engineering first phase will not be impacted by this transfer and will continue as planned in FY2026. Construction of the WP2602-Double Dipper Tower Renovation is anticipated to begin at the conclusion of the 2026 water park season. Funding for the WP2602 construction phase will be reviewed and presented within the revised FY2026 budget later within this fiscal year.

General Description:

Nitro Blast reached its final stages of construction in late June 2025. During final testing and ride commissioning, contractors and staff identified that the uphill boosters' water pressures were not sufficient for successful operation due to undersized pumps.

The attraction was originally scheduled to open in July 2025, but during system and physical ride testing, it was discovered that four of the installed pumps were not supplying adequate pressure to Boosters 1 and 2—an essential requirement for the operation of the ride. Since then, NRH2O and the City of North Richland Hills have been working diligently and closely with the engineering consultant to update the design.

To resolve this issue, a revised mechanical room layout (MR-2) was developed. However, due to 60 to 90-day lead times for the required replacement pumps and variable frequency drives (VFDs), the necessary equipment could not be procured in time to meet the original opening schedule within the 2025 season.

Aquatic Design Group, the project's aquatic engineering consultant, prepared the revised pump room layout (MR-2) to address the hydraulic deficiencies. The updated design includes the relocation of existing 75HP pumps, the addition of two new 125HP Grundfos pumps, and the reconfiguration of the piping and electrical systems to improve flow performance and operational reliability.

Change Order No. 4 includes the following major components, as detailed in the revised construction drawings:

- *Plumbing Modifications:*
    - Relocation of two 75HP pumps to new booster positions
    - Installation of two new 125HP Grundfos pumps
    - Installation of 12" butterfly valves and check valves
- *Electrical Modifications:*
    - Rewiring switchgear and pumps
    - Installation and programming of two 125HP VFDs
    - Relocation of existing 75HP VFDs
    - Installation of new conduit, breakers, and wiring

Change Order Summary to Date:

- Change Orders #1 and #2 were presented and approved in December 2024.
- Change Order #3 was standard release of remaining contingency with no additional approval needed.
- Change Order #4 is represented within this memo for consideration by City Council.

Original Contract	$3,096,771.00	Base contract for NRH2O Nitro Blast Construction (completed)
Change Order #1	$40,821.50	Geotechnical borings, materials testing, and demolition at slide tower top (completed)
Change Order #2	$209,178.50	Magmeter upgrades, pump replacements, roof hatch refurbishments, and contingency allocation (completed)
Change Order #3	($368.51)	Release of remaining contingency funds (completed)
Change Order #4	$453,349.52	MR-2 mechanical room redesign: pump relocations, new VFDs, electrical and plumbing upgrades
Total Contract	$3,799,751.01	Original Contract plus all change orders

Recommendation:

Authorize the City Manager to execute Change Order No. 4 with CGC General Contractors, Inc., contract #32500004 in the amount of $453,349.52 for the NRH2O Family Water Park Nitro Blast construction.

CGC

Proposal

Date: 10/8/2025

To: City North Richland Hills
ATTN: Michael Wilson

Item:

Installation of new pump room design. See attached drawing.

Cost Breakdown:

NRH2O Pump Room Changes					
WBS	**Description**	**QTY**	**UoM**	**Price Per**	**Total Costs**
Plumbing	Plumbing pipe changes per MR-2 on 4 Pumps	LS		$ -	$ 259,908.82
	Relocate 75HP Pump to Track 1 Booster 2				
	Relocate 75HP Pump to Track 2 Booster 2				
	F&I Grundfos 125 HP Pump to Track 1 Booster 1				
	F&I Grundfos 125 HP Pump to Track 2 Booster 1				
	Titan Check Valves - 4				
Electrical	Rewire Switchgear and Pumps as Required per MR-2	LS			$ 125,544.23
	F&I 2 125 HP VFD				
	Relocate 75HP VFD's per MR-2				
	F&I Breakers for 2 125 HP Motors				
	F&I New Conduit and Wire from Switchgear to 125 HP VFD's and 75 HP VFD's				
	F&I New Conduit and Wire from VFD's Mentioned Above to Motors				
	Programming of VFD's to Parameters Provided on MR-2				
Demo	2 30HP and VFDs Pumps from Pump Room	LS			INCLUDED
GC's	Bonding				$ 6,809.44
	GL Insurance				$ 3,191.00
	OCP & Builders Risk Insurance				$ 1,695.00
	Temp Toilet				$ 525.00
	PM Labor				$ 3,848.80
	Super Labor				$ 7,306.73
	Fuel				$ 426.00
	Dumpster (2)				$ 3,000.00
				Overhead (5%)	$ 20,547.25
				Profit (5%)	$ 20,547.25
			Total		$ 453,349.52

Total…… $453,349.52

Austin Dyer – Vice President

CGC General Contractors, Inc.
3212 Friendly Lane, Haltom City, Tx 76117
Phone: 682 730-6933

Date: *October 06, 2025*

To: **CGC General Contractors**
Project: **NRH2O**
Project Address: **9001 BLVD 26 North Richland Hills, TX 76180**

Change Order Request # 005 REV 1

inCon-trol Water Systems is pleased to provide the following change order for the NRH2O project at 9001 BLVD 26 North Richland Hills, TX 76180

Change Order Scope of Work:

- Install plumbing per revised drawing MR-2 on 4 pumps
  - Relocate 75HP Pump to Track#1 Booster#2
  - Relocate 75HP Pump to Track#2 Booster#2
  - Furnish & Install(F&I) Grundfos 125HP Pump to Track#1 Booster#1
  - Furnish & Install Grundfos 125HP Pump to Track#2 Booster#1
  - Check valves should be installed in mechanical space as there is a drain line on the manifold to allow for winterization. Installing the check valves in the baffle tank area as indicated on the plan will require each check valve to be removed for winterization/drainage of the associated discharge line.
  - Titan CV90-DI with NSF rated coating Check valves included in lieu of Flomatic(not manufactured in 12")
- Rewire Switchgear and pumps as required per revised layout drawing MR-2
  - F&I 2 EA 125 HP Variable Frequency Drive(VFD)
  - Relocate 75HP VFDs as indicated on MR-2
  - F&I breakers for 2 EA 125HP Motors
  - F&I new conduit and wire from switchgear to 2 EA 125HP VFDs and 2 EA 75HP VFDs
  - F&I new conduit and wire from VFDs mentioned above to corresponding motors
  - 1 day programming of VFDs to parameters provided on MR-2
- Remove (2) 30HP pumps from pump room (location designated by ownership).
- Permits excluded.

Plumbing Sub-Total:$259,908.82
Electrical Sub-Total:$125,544.23
TOTAL: $385,453.05

inCon-trol Construction, LLC:

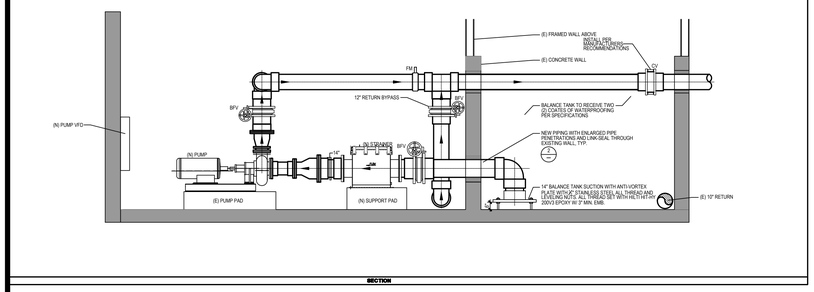
Name: Chris Yonts
Signature: _____
Title: Project Manager
Date: October 06, 2025

Customer:

Name: _____
Signature: _____
Title: _____
Date: _____

410 Interchange, McKinney, TX 75071
tel 214.733.8828 • fax 214.544.9555
www.incontrolwatersystems.com

Initial: Customer _____ inCon-trol Construction, LLC _____



SECTION

GENERAL NOTES

1. THE PIPING SYSTEM SHALL HAVE DIRECTION OF FLOW ARROWS INDICATED ON THE PIPES.
2. PUBLIC POOLS SHALL HAVE A FLOW DIAGRAM OF THE POOL'S PIPING SYSTEM WITH OPERATION INSTRUCTIONS.
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5. ALL BELOW GRADE POOL PIPING SHALL BE SCHEDULE 40 PVC AND ALL ABOVE GRADE POOL PIPING SHALL BE SCHEDULE 80 PVC.

LEGEND

FM	=	FLOWMETER — 6 / SP-3
PG/VG	=	VACUUM / PRESSURE GAUGE — 5 / SP-3
PS	=	PIPE SUPPORT — 4 / SP-3
BFV	=	BUTTERFLY VALVE
CV	=	CHECK VALVE

EQUIPMENT LIST

3/SP-3 (1) TRACK #1 BOOSTER PUMP #2: 'PACO' #8012-3; TYPE 'LF' SPLIT-CASE END SUCTION PUMP; 1780 RPM, 460V, 3PH; 75HP; RATED AT 1,800 GPM @ 93 FT. TDH; 84% EFFICIENT; PREMIUM EFFICIENCY TEFC MOTOR; EPOXY COAT ALL WET SURFACES. 'PACO', 'AURORA' OR EQUAL. ONE (1) TOTAL. PROVIDE WITH PENTAIR ACCUDRIVE #AD750X-4603-N4X VARIABLE SPEED DRIVE, ONE (1) TOTAL; 25.6" x 9.5" x 10.3" DEEP. COORDINATE MOUNTING LOCATION TO MAINTAIN REQUIRED CLEARANCES, 460V 3PH.

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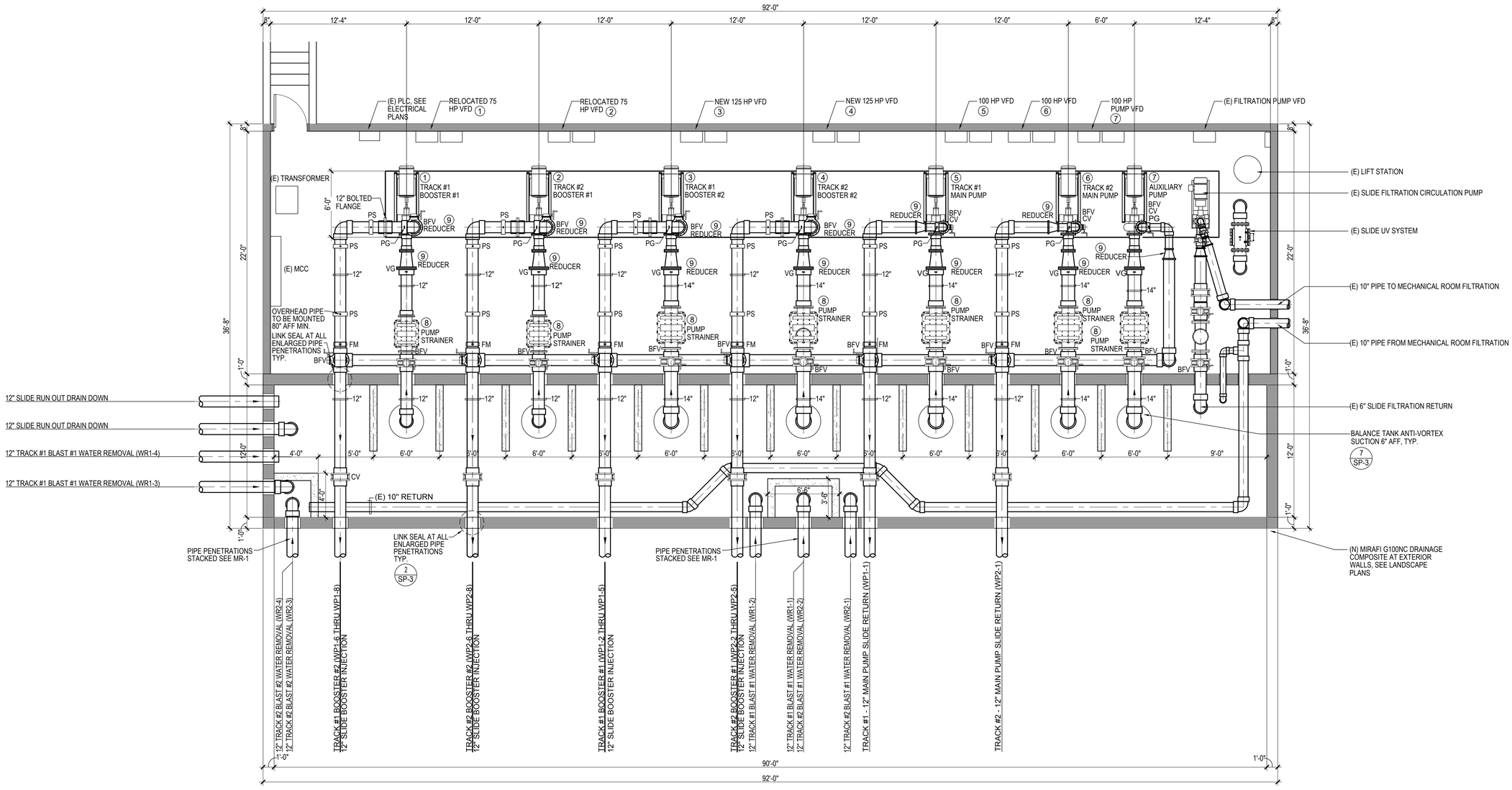
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NORTH

MECHANICAL ROOM PLAN

1/4" = 1'-0"

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NRH
CITY OF NORTH RICHLAND HILLS

AQUATIC DESIGN GROUP
2226 Faraday Ave. Carlsbad, CA 92008
AquaticDesignGroup.com
760.438.8400

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PROJECT INFORMATION

NRH2O SLIDE REPLACEMENT

- NORTH RICHLAND HILLS, TEXAS

REVISIONS

NO.	DATE	DESCRIPTION
Δ1	8-20-25	PUMP/PLUMBING MODIFICATIONS

LOGO

SEAL

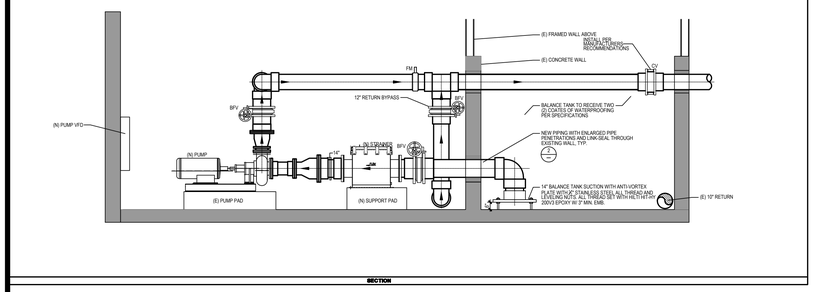
DRAWING TITLE

MECHANICAL ROOM ADG / OWNER REVISION PROPOSAL

PROJECT NO.	2022.162
DRAWN BY	KK
CHECKED BY	AP
DATE	05/03/2024

DRAWING NO.

MR-2



SECTION

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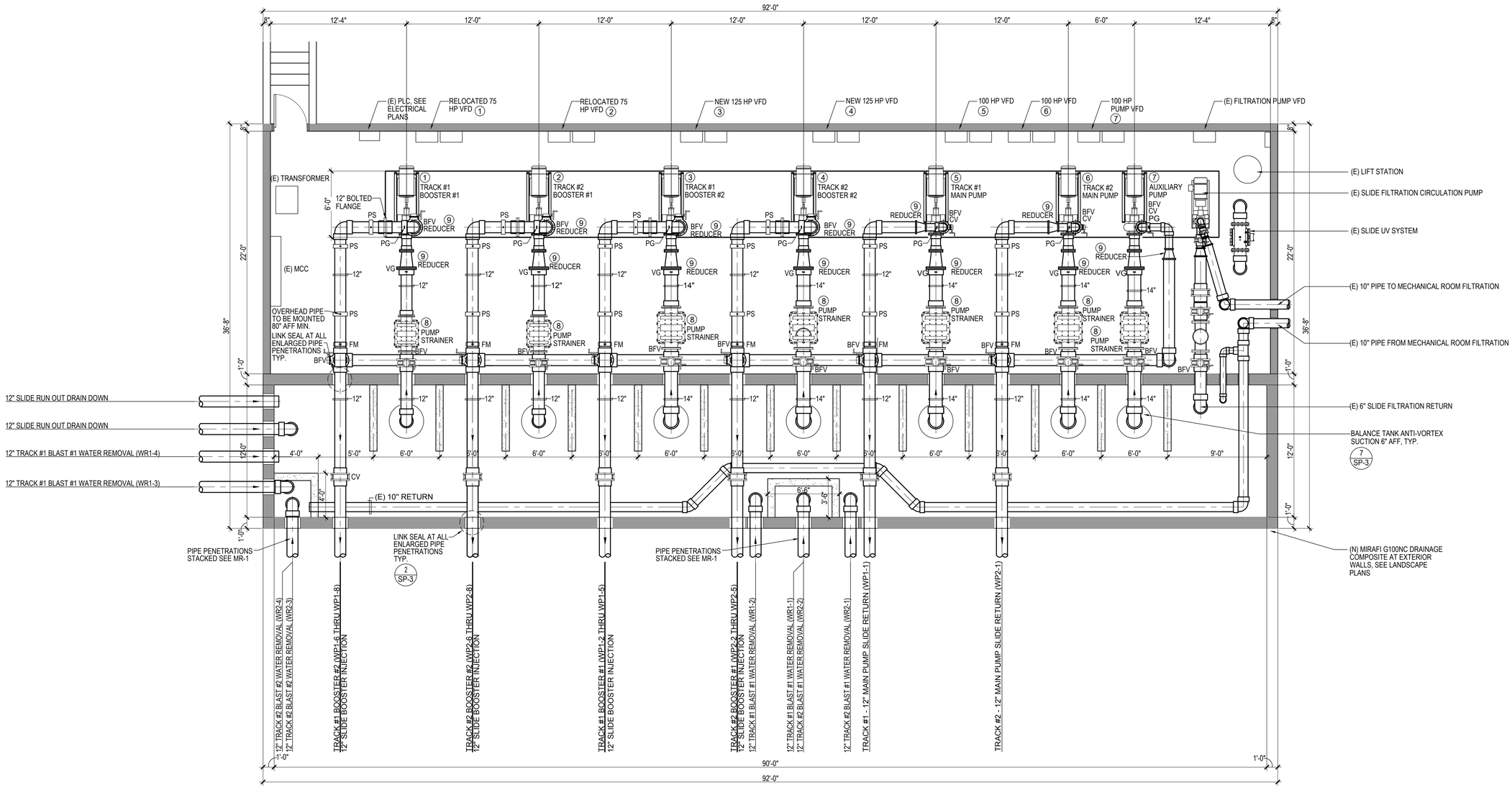
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1/4" = 1'-0"

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NRH
CITY OF NORTH RICHLAND HILLS

AQUATIC DESIGN GROUP
2226 Faraday Ave. Carlsbad, CA 92008
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760.438.8400

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PROJECT INFORMATION

NRH2O SLIDE REPLACEMENT

- NORTH RICHLAND HILLS, TEXAS

REVISIONS

NO.	DATE	DESCRIPTION
Δ1	8-20-25	PUMP/PLUMBING MODIFICATIONS

LOGO

SEAL

DRAWING TITLE

MECHANICAL ROOM ADG / OWNER REVISION PROPOSAL

PROJECT NO.	2022.162
DRAWN BY	KK
CHECKED BY	AP
DATE	05/03/2024

DRAWING NO.

MR-2

City Secretary Office
Official Record Copy

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made and entered by and between **CGC General Contractor's Inc.**, (hereinafter referred to as "Contractor"), and the **CITY OF NORTH RICHLAND HILLS, TEXAS,** a municipal corporation (hereinafter referred to as "City"), to be effective from and after the date hereinafter provided.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. The parties agree that the contract documents shall consist of the following:

1. This signed Construction Agreement;
2. General Conditions of RFP #24-028;
3. Project Information of RFP #24-028;
4. Project Conditions of RFP #24-028;
5. Contractor's Competitive Sealed Proposal Form - Base Bid/Proposal and Add Alternate Bid/Proposal I;
6. The following listed and numbered addenda: 1, 2, 3;
7. Contractor's 1295 Form;
8. Insurance Certificate(s)
9. Payment Bond;
10. Performance Bond;
11. Maintenance Bond;

These contract documents form the construction agreement and are a part of this construction agreement as if fully set forth herein. The contract documents are complementary and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency in any of the provisions of the contract documents, the inconsistency shall be resolved by giving precedence to the contract documents in the order in which they are listed above.

THE WORKS

II. The Contractor shall provide all labor, supervision, materials, and equipment necessary to perform all work required by the contract documents in connection with the construction of **NRH2O Family Water Park Nitro Blast Construction, RFP #24-028.**

TIME OF COMMENCEMENT; COMPLETION

III. The Contractor shall commence work within ten (10) calendar days after receiving from the City a Notice to Proceed. The contractor agrees that all work hereunder shall be complete within 195 calendar days from Notice to Proceed which will be the date of Substantial Completion.

City Secretary Office
Official Record Copy

CONTRACT SUM

IV. The City shall pay the Contractor in currently available funds for the performance of the work, subject to additions and deductions by change orders as provided in the contract documents, the amount of THREE MILLION, NINETY-SIX THOUSAND, SEVEN-HUNDERED, SEVENTY-ONE DOLLARS ($3,096,771.00). This sum includes the Base Bid/Proposal and Add Alternate Bid/Proposal I, as described in the Contractor's Competitive Sealed Proposal Form. Payment will be due upon completion of work and acceptance of the work by the City.

CHOICE OF LAW; VENUE

V. The parties agree that the laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this construction agreement and that the exclusive venue for any legal proceeding involving this construction agreement shall be Tarrant County, Texas. No additional work shall be authorized or charged for unless authorized by a change order signed by a person authorized by the City to do so. In the event of litigation between the parties, the prevailing party shall be entitled to reasonable attorney's fees that are necessary, equitable, and just, in accordance with applicable law, and as awarded by a court of competent jurisdiction.

INSURANCE

VI. The Contractor shall, at his own expense, maintain and keep in force insurance coverage in the minimum amounts as specified in the general conditions and specifications of RFP #24-028, with the City as an additional named insured providing primary coverage. Certificates of coverage, including workers' compensation insurance, must be submitted with the contract. Insurance coverage must also cover all subcontractors employed by the Contractor. Insurance coverage shall be written by companies approved by the State of Texas and acceptable to the Owner.

All required insurance certificates must be submitted prior to the commencement of work.

ENTIRE AGREEMENT; AMENDMENTS; BINDING EFFECT

VII. This construction agreement, including the contract documents listed in Paragraph I represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This construction agreement may be amended only by written instrument signed by both City and Contractor.

EFFECTIVE DATE

VIII. This construction agreement, shall be effective upon the date of execution by the City of North Richland Hills City Manager.

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IN WITNESS WHEREOF, the parties have executed this construction agreement upon the year and date indicated beneath their signatures hereto.

CITY OF NORTH RICHLAND HILLS

BY: Adrien Pelcuney
City Manager Designee
Adrien Pelcuney, Director of Parks + Recreation

DATE: 10/9/2024

ATTEST:

Traci Henderson
TRACI HENDERSON
ASSISTANT City Secretary

APPROVED AS TO FORM AND LEGALITY:

Bradley Anderle
Bradley Anderle, City Attorney

CGC General Contractors, Inc.

BY:

TITLE: VICE PRESIDENT

DATE: 9/27/24

ATTEST: Kristi Britt

TITLE: Senior Estimator

NRH Council Action Y/N
Date Approved 9-27-2024
Agenda No. F.1
Ord /Res No. —

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GENERAL CONDITIONS

In submitting this bid, the Bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order or contract and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

1. **BID TIME**
   It shall be the responsibility of each Bidder to ensure his/her bid are submitted to the Public Purchase website on or before **2:00 P.M. Tuesday, July 30, 2024**. The official time shall be determined by the Public Purchase Website. The Public Purchase Website will NOT allow bid responses to be uploaded after the closing time.

   All attached bid documents are to be returned completely filled out, totaled, and signed. The City of North Richland Hills will not accept any bid documents other than the attached.

2. **WITHDRAWING BIDS/PROPOSALS/QUOTES**
   Bids may be withdrawn at any time prior to the official opening; request for non-consideration of bids must be made in writing to the Purchasing Manager and received prior to the time set for opening bids. The bidder warrants and guarantees that his/her bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes. Bidder agrees that a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids.

3. **IRREGULAR BIDS/PROPOSALS/QUOTES**
   Bids will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City.

4. **REJECTION/DISQUALIFICATION**
   Bidders will be disqualified and/or their bids rejected, among other reasons, for any of the specific reasons listed below:
   a) Bid received after the time set for receiving bids as stated in the advertisement;
   b) Reason for believing collusion exists among the Bidders;
   c) Bid containing unbalanced value of any item; bid offering used or reconditioned equipment;
   d) Where the bidder, sub-contractor or supplier is in litigation with the City of North Richland Hills or where such litigation is contemplated or imminent;
   e) Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work, or having defaulted on a previous contract;
   f) Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires, or qualification statement;
   g) Bid containing special conditions, clauses, alterations, items not called for or irregularities of any kind, which in the Owner's opinion may disqualify the Bidder.

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However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City of North Richland Hills.

5. BID EVALUATION

Award of bid, if it be awarded, will be made to the lowest responsible bidder or may be awarded to the bidder that offers the goods and/or services at the *best value* for the City (Texas Local Government Code, 252.043). In determining the best value the City will consider the following:

a) The purchase price; terms and discounts; delivery schedule;
b) The reputation of the bidder and of the bidder's goods or services;
c) The quality of the bidders' goods or services;
d) The extent to which the bidder's goods or services meet the City specifications and needs;
e) The bidder's past relationship with the City;
f) Total long term cost to the city to acquire the bidder's goods or services;
g) Any relevant criteria specifically listed in the specifications;
h) Compliance with all State and local laws, General Conditions and Specifications;
i) Results of testing, if required;
j) Warranty and/or guarantee, maintenance requirements and performance data of the product requested;
k) City's evaluation of the bidder's ability to perform to specifications.

6. AWARD OF BID

The bid award will be made within sixty (60) days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the best bidder.

The City of North Richland Hills reserves the right to award bids whole or in part when deemed to be in the best interest of the City. Bidder shall state on bid form if their bid is "all or none", otherwise it shall be considered as agreeing to this section.

Information contained in submitted bid documents shall not be available for inspection until after the award has been made by the City Council. Requests for this information must be submitted in writing.

7. ASSIGNMENT

The successful bidder may not assign his/her rights and duties under an award without the written consent of the North Richland Hills City Manager. Such consent shall not relieve the assignor of liability in the event of default by his assignee.

8. SUBSTITUTIONS/EXCEPTIONS

Exceptions/variations from the specifications may be acceptable provided such variations, in each instance, is noted and fully explained in writing and submitted with bid. NO substitutions or changes in the specifications shall be permitted after award of bid without prior written approval by the Purchasing Manager.

9. DELIVERY/ACCEPTANCE

The delivery date is an important factor of this bid and shall be considered during the evaluation process. The City considers delivery time the period elapsing from the time the order is placed until the City receives the order at the specified delivery location. All

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material shall be delivered F.O.B. City of North Richland Hills to the address specified at the time of order. Acceptance by the City of North Richland Hills of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied, nor shall it be considered an acceptance of material not in accordance with the specifications thereby waiving the City of North Richland Hills right to request replacement of defective material or material not meeting specifications.

10. NOTICE OF DELAYS

Whenever the contractor encounters any difficulty which is delaying or threatens to delay timely performance, written notice shall immediately be given to the Purchasing Manager, stating all relevant information. Such notice shall not in any way be construed as a waiver by the City of any rights or remedies to which it is entitled by law. Delays in performance and/or completion may result in cancellation of agreement.

11. SALES TAX

The City of North Richland Hills is exempt from Federal Excise and State sales tax; therefore tax must not be added to bid.

12. TIE BIDS

In the event of a tie bid, State Law provides the bid or contract shall be awarded to the local bidder. In cases where a local bidder is not involved, tie bids shall be awarded by drawing lots at the City Council meeting, or as otherwise directed by the Mayor.

13. BRAND NAME OR EQUAL

If items are identified by a "brand name" description, such identification is intended to be descriptive, not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. As used in this clause, the term "brand name" includes identification of products by make and model.

Such products must be clearly identified in the bid as an equal product and published specifications of the equal products offered must be included with the bid reply.

Bids offering equal products will be considered for award if determined by the Purchasing Manager and the user department to be equal in all material respects to the brand name products referenced. The decision of acceptable "equal" items or variations in the specifications will solely be the City of North Richland Hills. Unless the bidder clearly indicates in his/her bid that he is offering an "equal" product, his bid shall be considered as offering the brand name product referenced in the invitation for bids.

14. REFERENCES

A minimum of three (3) references, preferably located within the Dallas/Fort Worth Metroplex, must be submitted with each bid. Company name, contact and phone number must be included with each reference.

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15. PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS

No employee of the City of North Richland Hills shall have a direct or indirect financial interest in any proposed or existing contract, purchase, work, sale or service to or by the City (CMA-074, Standards of Conduct, Section IV).

16. TERMINATION/NON PERFORMANCE

Continuing non-performance of the vendor in terms of Specifications shall be a basis for the termination of the contract by the City. The City of North Richland Hills reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1.) Meet delivery schedules or, 2.) Otherwise not perform in accordance with these specifications.

Breach of contract or default authorizes the City to award to another bidder, and/or purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

The contract may be terminated by either party upon written thirty (30) days' notice prior to cancellation without cause.

17. ATTORNEYS FEES

Neither party to this contract shall be entitled to attorney fees for any matter arising under this contract, whether for additional work, breach of contract, or other claim for goods, services, or compensation. All claims for attorney's fees are hereby WAIVED.

18. INDEMNITY

City shall not be liable or responsible for, and shall be saved and held harmless by Contractor from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including claims for copyright and patent infringement, and including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Contractor under this agreement, including claims and damages arising in part from the negligence of City, without; however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

It is the expressed intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by Contractor to indemnify and protect City from the consequences of City's own negligence, provided, however, that the indemnity provided for in this section shall apply only when the negligent act of City is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of City is the sole cause of the resultant injury, death, or damage, unmixed with the legal fault of another person or entity. Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of

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City, any claim or litigation brought in connection with any such injury, death, or damage.

The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and noncontributory as to any insurance maintained by the City for its own benefit, including self-insurance.

19. PERFORMANCE AND PAYMENT BONDS

In the event the total contract amount exceeds $100,000, the Contractor shall be required to execute a performance bond in the amount of one hundred (100) percent of the total contract price; if the total contract amount exceeds $50,000 the contractor shall be required to execute a payment bond in the amount of one hundred (100) percent of the total contact price, each in standard forms for this purpose, guaranteeing faithful performance of work and guaranteeing payment to all persons supply labor and materials or furnishing any equipment in the execution of the contract. It is agreed that this contract shall not be in effect until such performance and payment bonds are furnished and approved by the City of North Richland Hills. No exceptions to this provision allowed.

Unless otherwise approved in writing by the City of North Richland Hills, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

20. INTERLOCAL AGREEMENT

Successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of North Richland Hills.

[X] Yes, we agree [ ] No, we do not agree

21. ELECTRONIC PROCUREMENT

The City of North Richland Hills has adopted policies and procedures complying with Local Government Code Section 252.0415, Section 271.906 and Section 2155.062. The City of North Richland Hills may receive submittals in electronic form in response to procurement requests. However, a bid that is submitted non-electronically by the due date and time will be accepted and then entered electronically by Purchasing after the bid opening.

22. COMPLIANCE WITH SB 89:

Vendor agrees per HB 89 of the 85th Texas Legislative Session, and in accordance with Chapter 2270 of the Texas Government Code, vendor has not and shall not boycott Israel at any time while providing products or services to the City of North Richland Hills.

[X] Yes, we agree [ ] No, we do not agree

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23. COMPLIANCE WITH SB 252:

Vendor agrees per SB 252 of the 85th Texas Legislative Session, and in accordance with Chapter 2252 of the Texas Government Code, vendor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of North Richland Hills.

[X] Yes, we agree [ ] No, we do not agree *

* By selecting no, vendor certifies that it is affirmatively excluded from the federal sanctions regime by the United States government and is not subject to the contract prohibition under Section 2252.154 of the Texas Government Code. Vendor shall provide sufficient documentation to the City of such exclusion prior to award of any contract for goods or services.

24. ETHICS AND COMPLIANCE POLICY

The City's Ethics and Compliance Policy can be found at The City of North Richland Hills Purchasing Division webpage - Or you may request a copy from the Purchasing Division. Acknowledgment - The City of North Richland Hills' Internal Ethics and Compliance Policy has been made available to me. I understand the expectations of ethical behavior and compliance with the law, and agree to adhere to the City's ethics policies.

https://www.nrhtx.com/DocumentCenter/View/389/Code-of-Ethics---PDF?bidId

[X] I agree
[ ] I do not agree

25. COMPLIANCE WITH CHAPTER 2274

Pursuant to Chapter 2274, Texas Government Code, Prohibition on Contracts with Companies Boycotting Certain Energy Companies, as enacted by S.B. 13, 87th Legislature, the City of North Richland Hills is prohibited from using public funds to contract with a for-profit Company as defined by Government Code 809.01 who boycotts energy companies. If Seller has more than 10 employees and this Contract has a value of $100,000 or more, by signing this agreement/contract, the Seller verifies that it does not discriminate against energy companies and will not discriminate during the term of the Contract. By submitting a bid response, Seller certifies compliance with these requirements.

26. COMPLIANCE WITH CHAPTER 2274

Pursuant to Chapter 2274, Texas Government Code, Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries, as enacted by S.B. 19, 87th Legislature, the City of North Richland Hills is prohibited from using public funds to contract with a for-profit Company as defined by Chapter 2274.001, who discriminates against firearm and ammunition industries. If Seller has at least 10 full-time employees and this Contract has a value of $100,000 or more, by signing this agreement/contract, the Seller agrees 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 Agreement. By submitting a bid response, Seller certifies compliance with these requirements. This section does not apply if Seller is a sole-source provider.

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27. DEPARTMENT OF TRANSPORTATION (TXDOT) RELATED BIDS

"The City of North Richland Hills, 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 contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award." Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the bidder. The City of North Richland Hills and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

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PROJECT INFORMATION

NRH$_2$O NITRO BLAST CONSTRUCTION

Introduction:

The City of North Richland Hills is accepting competitive sealed proposals from General Contractors who are interested and qualified to complete the demolition, grading, foundations, structural modifications, pump-room improvements, landscaping, irrigation, and electrical improvements necessary to prepare the site for installation of a new water-coaster attraction that has previously been purchased by the city and will be installed by ProSlide Technologies, Inc. in March, 2025. See "Project Scope" and "Exclusions" for a more detailed summary of the project scope.

Bid/Proposal Documents:

- Construction Documents - "NRH$_2$O Slide Replacement – Aquatic Design Group"

Project Scope:

- **Demolition and Removal** - The contractor will be responsible for demolishing, removing and disposing of catch pool, catch basins, bollards, paving, trees, concrete piers, and all associated piping, filtration and pumps as noted on the demolition plans.

- **Site Grading** - The contractor will be responsible for performing all preliminary and final site grading. The final site grading will be performed after work is completed by the slide manufacturer which is ProSlide and is expected to occur in April 2024.

- **Foundations for tower and slide support columns** - The contractor is responsible for all below-grade foundation work associated with supporting the tower and slide support columns. Included is drilling piers where applicable, providing spread footings where applicable, providing all reinforcement and concrete, and placing anchor bolts provided by the slide manufacturer.

- **Slide support column modifications and bracing** - The contractor is responsible for removing remaining mounting brackets and support arms from existing columns (C1, C2, C3, C4, C5). The contractor is also responsible for making modifications to existing steel columns and for the fabrication and installation of bracing anchorage stemming from piers BP1, BP2, BP3, and BP4.

- **Slide Mechanical** - The original catch pool for the existing slide will be demolished as the new slide will utilize a ProSplash "runout" that sits atop a concrete slab. The contractor will be responsible for installing all required slide mechanical, motors, valves, piping, filters, and fittings as shown on the plans.

- **Landscape and Irrigation** - The contractor will be responsible for all irrigation and associated landscape work per the contract documents. This will be performed after the final grading phase and all other work is essentially complete.

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- **Electrical** - The contractor will be responsible for all electrical improvements associated with this project in accordance with the plans and specifications.

Exclusions:
(These services are excluded from the proposal scope, and have already been purchased by the city from ProSlide Technology Inc.)

- Supply and installation of fiberglass waterslides
- Supply and installation of steel columns not noted to be modified or installed in the slide foundation plans.
- Supply and installation all above-grade support systems for the waterslides and service platforms.
- Supply and installation of all anchor bolts for pier connections to start towers, to be installed by the contractor.
- Supply and of CCTV hardware such as cameras, network video recorder, monitors, connectors and crimping tools (to be installed by contractor).
- ProSlide Technology Inc. will provide installation advisory service for the project when requested and will certify the slides prior to use by the general public.

Bid Security:

An electronic picture of the Bid Security must accompany each proposal. The Bid Security shall be a certified check or cashier's check drawn on a State or National Bank of the State of Texas, or a Bid Bond from an acceptable surety company. The Bid Bond shall be executed by a surety company acceptable to and approved by the Owner, and authorized to do business in the State of Texas. The Bid Security shall be in the amount of at least five percent (5%) of the greatest amount bid.

The amount of the Bid Security shall be considered liquidated damages for losses which the Owner will sustain by failure, neglect or refusal of the bidder to execute and deliver the Contract and required Surety Bonds to the Owner as required. These liquidated damages are not considered to be a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, since it is impractical and extremely difficult to fix actual damages resulting from the failure, neglect or refusal of the bidder to execute and deliver the Contract and required Surety Bonds.

If the bidder defaults in executing the Contract within then (10) days after written notification from the Owner of the award of the Contract to him, or in furnishing required Surety Bonds after notification of the Owner's intent to award the Contract to him, then the Bid Security shall be forfeited to the Owner.

City Secretary Office
Received Time and Date

PROJECT CONDITIONS

1. OWNER AND CONTRACTOR

The Owner and Contractor are those persons or organizations identified as such in the Agreement and are referred to throughout the contract documents as if singular in number and masculine in gender.

The Project Manager shall be understood to represent the Owner. The duties, responsibilities and limitations of authority of the Project Manager as the Owner's representative during construction are as set forth in the contract documents and shall not be extended or limited without written consent of the Owner.

2. CONTRACT DOCUMENTS

The contract documents shall consist of: The Signed Agreement; Maintenance, Performance and Payment Bonds (when required); insurance certificate; general conditions; Specifications; Plans; Addenda and all modifications thereof incorporated in any of the documents before the execution of the agreement.

The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the contract documents, priority of interpretation shall be in the following order: Signed contract agreement, performance and payment bonds, Contractor's proposal, Notice to Contractors, Specifications, Plans, and General Conditions of Agreement.

3. SUB-CONTRACTOR

The term Sub-Contractor, as employed herein, shall include only those having direct contract with the Contractor and it includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked. There are limitations on the amount of work that can be subcontracted. This provision prohibits a prime contractor from "brokering" (subletting all contract work). The Contractor is required to submit a request notifying the City of all Subcontractors to be used.

4. WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the Corporation for whom it is intended or if delivered at or sent by regular mail to the last business address known to him who gives the notice.

5. WORK

The Contractor is responsible for compliance with local, state, and federal regulations. The Contractor shall be responsible for registering with the City's Building Inspections Division and paying the appropriate fee. The Contractor shall obtain all permitting and request all inspections that are necessary for the completion of the work. The City will not charge for permits or inspections on this project. Regardless of the project type or location, the contractor will be responsible for filling out a Right of Way construction permit and filing it with Public Works (See attached at end of this document). Additionally, when work is performed in public ROW or easement that affects sewer, water, storm lines and streets, the contractor shall secure a maintenance bond in the amount of 20% of the value of work that affects the above mentioned infrastructure. Contractor to provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, services, insurance, and all water, fuel, transportation and other facilities necessary for the execution and

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completion of the work covered by the contract documents. All materials shall be new and workmanship shall be of a good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words that so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

6. SITE OBSERVATION BY PROJECT MANAGER/OWNER'S REPRESENTATIVE

The Project Manager/Owner's Representative shall make periodic visits to the site to familiarize him or her with the progress of the executed work and to determine if such work meets the requirements of the specifications and contract documents.

Any review of work in progress, or any visit or observation during construction by the Project Manager/Owner's Representative is agreed by the Contractor to be for the purpose of observing the extent and nature of work completed or being performed, as measured against the drawings and specifications constituting the contract, or for the purpose of enabling Contractor to more fully understand the plans and specifications so that the completed construction work will conform thereto, and shall in no way relieve the Contractor from full and complete responsibility for the proper performance of his work on the project.

Deviation by the Contractor from plans and specifications that may have been in evidence during any such visitation or observation by the Project Manager/Owner's representative, whether called to the Contractor's attention or not shall in no way relieve the Contractor from his responsibility to complete all work in accordance with said plans and specifications.

7. PROGRESS PAYMENTS FOR WORK

The Contractor shall submit monthly Applications for Payment to the Project Manager by the last day of the month, on AIA G702 for approval. Continuation sheets shall be submitted on AIA Form G703. If the Project Manager certifies the application, then they shall submit a Certificate for Payment to the Owner. Materials that are verified to be on the jobsite may also be incorporated into the Application for Payment. The Project Manager shall have seven (7) days from date of receipt from the Contractor of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Project Manager to the Contractor within thirty (30) days of receipt of the Certificate of Payment from the Project Manager, unless otherwise provided in the contract Documents. The contractor must complete and submit a Subcontractor and Material Supplier Payment Certification (second through final application) form prior to the approval of the next month's Certificate for Payment. Five percent (5%) retained earnings will be withheld from payment of completed work and shall be so indicated on each application for payment. The retained earnings will be paid to the Contractor upon final acceptance of the project by the Owner if all subcontractor work and supplier materials furnished for the project are complete and the subcontractors and suppliers final payments have been made in full. The contractor must complete and submit a Subcontractor and Material Supplier Payment Certification form prior to the project's final acceptance and payment of the retained earnings.

8. CONTRACTOR'S DUTY AND SUPERINTENDENCE

The Contractor shall give adequate attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent superintendent and any

necessary assistants. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor.

The Contractor is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing his work under this contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements. Likewise, the Contractor shall be solely responsible for the safety of himself, his employees and other persons, as well as for the protection of the safety of the improvements being erected and the property of himself or any other person, as a result of his operations hereunder.

Contractor shall be fully and completely liable, at his own expense, for design, construction, installation and use, or non-use, of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by him during construction.

9. CHARACTER OF WORKMEN

The Contractor agrees to employ only orderly and competent men and women, skillful in the performance of the type of work required under this contract; and agrees that whenever the Owner shall inform him in writing that any man or men on the work are, in his opinion, incompetent, unfaithful or disorderly, shall be discharged from the work and shall not again be employed on the work without the Owner's written consent.

10. PRELIMINARY APPROVAL

The Project Manager shall not have the power to waive the obligations of this contract for the furnishing of good material, or of his performing good work as herein described in full accordance with the plans and specifications. No failure or omission of the Project Manager to discover, object to or condemn defective work or material shall release the Contractor from obligations to fully and properly perform the contract, including without limitations, the obligation to at once tear out, remove and properly replace the same at any time prior to final acceptance upon discovery of said defective work or material; provided, however, that the Project Manager shall, upon request of the Contractor, inspect and accept or reject any material furnished.

Any questioned work may be ordered taken up or removed for re-examination by the Project Manager prior to final acceptance. If found not in accordance with the specifications for said work, all expenses of removing, re-examination and replacement shall be borne by the Contractor.

11. DEFECTS AND THEIR REMEDIES

It is further agreed that if the work or any material brought on the job site for use or selected for use, shall be deemed by the Project Manager as unsuitable or not in conformity with the specifications, the Contractor shall, after receipt of written notice from the Project Manager, remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract.

12. CHANGE ORDERS

The Contractor further agrees that the Owner may make such changes and alterations as the Owner may see fit in the form, dimensions, plans or materials for the work herein contemplated, or any

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part thereof, either before or after beginning of the construction, without affecting the validity of this contract and the accompanying Performance and Payment Bonds.

It is agreed that the quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the project Manager, to complete the work fully as planned and contemplated. All work is to be performed as provided for in the specifications. The Owner reserves the right to increase or decrease the amount of work to be done by any amount not to exceed twenty-five percent (25%) of the original contract amount. The Contractor shall submit a bid in writing to the Project Manager for approval of the work requested. The Owner reserves the right to reject the Contractor's bid on such extra work and secure such work to be done other that by said Contractor.

If the Owner approves the bid for the requested change in work, a change order will be executed. All change orders shall be approved in writing by the City of North Richland Hills' designated representative prior to work being executed.

13. KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE

The Owner shall furnish the Contractor with an adequate and reasonable number of copies of all plans and specifications without expense to him. The Contractor shall keep one copy of the same constantly accessible on the work with the latest versions noted thereon.

14. OWNERSHIP OF DRAWINGS

All drawings, specifications and copies furnished by the Project Manager shall not be reused on other work with the exception of the signed contract sets, are to be returned to him on request at the completion of work. All models are the property of the Owner.

15. RIGHT OF ENTRY

The Owner reserves the right to enter the property or location on which the work herein contracted for are to be constructed or installed, by such agent or agents as he may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as said Owner may desire.

16. DISCREPANCIES AND OMISSIONS

In the event of any discrepancies between the separate contract documents, the priority of interpretation defined under "Contract Documents" shall govern. In the event there is still any doubt as to the meaning and intent of any portion of the contract, specifications or drawings, the Project Manager shall define which is intended to apply to the work.

17. EQUIPMENT AND MATERIALS

The Contractor shall be responsible for the care, preservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, all means of construction, and any and all parts of the work, whether the Contractor has been paid, partially paid, or not paid for such work until the entire work is completed and accepted.

18. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

The Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provision of Federal, State, and Municipal safety laws, building and construction codes. The Contractor shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The

safety precautions actually taken and their adequacy shall be the sole responsibility of the Contractor, acting at his discretion as an independent contractor.

19. LOSSES FROM NATURAL CAUSES

Unless otherwise specified, all loss or damage to the Contractor arising out of the nature of the work to be done, from the action of the elements, from any unforeseen circumstances in the prosecution of the same, from any unusual obstructions or difficulties which may be encountered in the prosecution of the work shall be sustained and borne by the Contractor at his own cost and expense.

20. PROTECTION OF ADJOINING PROPERTY

Contractor shall take proper means to protect all adjacent or adjoining properties in any way encountered which might be injured or seriously affected by any process of construction to be undertaken under the Agreement. Contractor shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. The Contractor agrees to indemnify, save and hold harmless the Owner and Project Manager against any claim or claims for damages due to the injury to any adjacent or adjoining property arising or growing out of performance of the contact. Any such indemnity shall not apply to any claim of any kind arising out of the existence or character of the work.

21. LAWS AND ORDINANCES

The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations, which in any manner effect the contract or the work. If the Contractor observes that the plans and specifications are at variance therewith, he shall promptly notify the Project Manager in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Project Manager, he shall bear all costs arising there from.

22. WAGE RATES

The successful contractor shall be required to comply with Chapter 2258 of the Government Code with respect to the payment of prevailing wage rates. Chapter 2258 states contractors and subcontractors shall not pay less than the prevailing wage rate to all laborers, workmen, and mechanics employed by them in the execution of the contract. Contractors should familiarize themselves with the entire provision of this law and the penalties provided for its violation before submitting their bids.

No portion of this provision shall be construed to prohibit the payment of more than the stated wage rate to any laborer, workman or mechanic employed on the project. It shall be the responsibility of the Contractor to maintain an adequate work force whether higher wages are required or not.

The State of Texas has adopted the Federal Davis-Bacon wage rates for the use in Texas pursuant to and in accordance with the Texas Government Code, Section 2258.022. The U.S. Department of Labor web site may be accessed at www.access.gpo.gov. to obtain the appropriate wage rates to be used in Tarrant County, Texas.

It shall be the responsibility of the successful contractor to obtain the proper wage rates for Tarrant County for the type of work defined in the bid specifications.

The City will audit the contractor and all sub-contractors employed by contractor to ensure they are paying the prevailing wage rate weekly. Contractor and all sub-contractors must submit certified payrolls on a weekly basis per the Contractor's Application that must be filed prior to bidding. In the event an audit is performed, the contractor shall be required to supply a certified copy of the records showing the prevailing wage rates have been met.

23. TIME AND ORDER OF COMPLETION

It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the Contractor shall be allowed to prosecute his work at such times and seasons, in such order of precedence, and in such manner as shall be most conducive to economy of construction; provided, however, that the order and the time of prosecution shall be such that the work shall be substantially completed as a whole and in part, in accordance with this contract, the plans and specifications, and within the time of completion designated in the Proposal.

The Contractor shall submit, at such times as may reasonably be requested by the Project Manager, schedules which shall show the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the several parts of the work, and estimated dates of completion of the several parts.

24. EXTENSION OF TIME

Contractor shall give the Project Manager immediate notice in writing of any delay in completion of project. If the Owner decides an extension of time is justified, the Project Manager shall issue a written extension of time for completing the work. Extension shall be sufficient to compensate for the delay.

25. LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE WORK ON TIME

The Contractor agrees that, from the compensation otherwise to be paid, The Owner may retain the sum of One Thousand Dollars ($1,000) for each calendar day after the agreed Date of Substantial Completion that the work remains not substantially complete, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Contractor to complete the work at the time stipulated in the contract. This sum is not to be construed in any sense a penalty.

26. PRICE OF WORK

The Owner agrees to pay the Contractor for furnishing of all necessary labor, equipment and material, and the satisfactory completion of all work, the prices set forth in the Proposal hereto attached, which has been made a part of this contract. All materials embraced in the completion of this Contract must be in full conformity with the specifications and stipulations herein contained.

27. USE OF COMPLETED PORTIONS

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, and use shall not be deemed an acceptance of any work not completed in accordance with the contract documents.

The Contractor shall notify the Project Manager when, in the Contractor's opinion, the contract is "substantially completed" and when so notifying the Project Manager, the Contractor shall furnish to the Project Manager in writing a detailed list of unfinished work.

The Project Manager will review the Contractor's list of unfinished work and will add thereto such items as the contractor has failed to include. The "substantial completion" of the structure or facility shall not excuse the Contractor from performing all of the work undertaken, whether of a minor or major nature, and thereby completing the structure of facility in accordance with the contract documents.

28. PAYMENTS WITHHELD

The Owner may, on account of subsequently discovered evidence, withhold or nullify any certificate to such extent as may be necessary to protect himself from loss on account of:

(1) Defective work not remedied.
(2) Claims filed or reasonable evidence indicating probable filing of claims.
(3) Failure of the Contractor to make payments properly to Sub-Contractors or for material or labor.
(4) Damage to another contractor.
(5) Reasonable doubt that the work can be completed for the unpaid balance of the contract amount.
(6) Reasonable indication the work will not be completed within contract time.

When the above grounds are removed or the Contractor provides a Surety Bond satisfactory to the Owner, which will protect the Owner in the amount withheld, payment shall be made for amounts withheld because of them.

29. ABANDONMENT BY CONTRACTOR

If the Contractor shall fail to commence work within ten (10) calendar days after written notice to commence is served on Contractor or if the Contractor stops work or fails to pursue work in a timely fashion and fails to resume and pursue work in a timely fashion within ten (10) calendar days of a written notice of work stoppage or failure to pursue work in a timely fashion, or if the Contractor fails to comply with orders consistent with the contract documents, the Owner may declare the contract abandoned and direct the surety on the performance bond with a written notice to complete the work. A copy of the notice to the surety shall be served on the Contractor.

After receiving the notice of abandonment, the Contractor shall not remove any materials or supplies from the job site.

After the contract is declared abandoned, the Owner shall be entitled to pursue any legal remedy and to seek damages for breach of contract from the Contractor and, to the extent that it fails to honor its obligations under the performance bond, from the surety on the bond.

COMPETITIVE SEALED PROPOSAL FORM
NRH$_2$O FAMILY WATER PARK NITRO BLAST CONSTRUCTION

Date: 08/06/2024 Bidder: CGC General Contractors, INC.

City of North Richland Hills
4301 City Point Drive
North Richland Hills, Texas, 76180
RFP#24-028

The undersigned, understands that this form is a Competitive Sealed Proposal and that the selection of the Contractor will be based on the best value to the City, per section 5 of the General Conditions. Also, having examined the Documents, comprising the General Conditions, Project Conditions, Project Information, Drawings, and Specifications, being sufficiently familiar with the site of the proposed Work, and being familiar with the conditions of this Contract, hereby proposes to furnish all labor, materials, equipment and services, in accordance with all Contract Documents, necessary to complete the project:

A. **BASE BID/PROPOSAL (TAX EXEMPT):** Cost of labor, materials and equipment required to construct the Green Extreme Replacement - Construction Project in accordance with the listed Bid Documents and Project Scope.

Three Million Eighty Nine Thousand and Ninety One DOLLARS
($ 3,089,091.00).

NOTE: Bid amounts shall be shown in words and numbers. In case of ambiguity or conflict, the amount shown in words shall prevail. This is a lump sum bid. The below price breakdown listed is for evaluation purposes only.

Mobilization	$ 0
Site Preparation/Demolition	$ 18,000.00
Site Grading	$ 42,500.00
Storm Drain Improvements	$ Included in Concrete Line Item
Modifications to Slide Tower/Rescue Tower/Columns C1-C5	$ 606,670.00
Concrete Flatwork and Foundations	$ 155,580.00
Site Plumbing	$ 1,603,933.00
Pump Room Electrical	$ Included in Electrical Improvements Line Item
Pump Room Plumbing	$ Included in Site Plumbing Line Item
Pump Room Roofing	$ 54,075.00
Pump Room Waterproofing	$ Included in Pump Roofing Line Item
Electrical Improvements	$ 170,000.00
Landscape/Irrigation	$ 34,648.00

B. **ADD ALTERNATE BID/PROPOSAL I (TAX EXEMPT):** Cost of labor, materials and equipment required to construct modify the existing concrete tower to convert existing concrete treads and landing to T-1700 decking, in accordance with Structural Drawings.

Seven Thousand Six Hundred Eighty DOLLARS
($ 7,680.00).

NOTE: Bid amounts shall be shown in words and numbers. In case of ambiguity or conflict, the amount shown in words shall prevail.

C. **ALLOWANCES:** NONE required for this project.

D. **ADDENDA:** Bidder acknowledges receipt of Addenda as follows:

No. 1 Date July 24,2024
No. 2 Date August 2, 2024
No. 3 Date August 9, 2024

E. **SUBCONTRACTORS:** The undersigned Bidder has predicated his bid costs on and plans to use the following subcontractors: Note: Owner must approve a change in subcontractors prior to contract execution.

Demolition: Demolition Specialties, LP

Foundations: Texas Concrete

Steel Modifications/Welding: Tin-Man

Tower Modifications: Tin-Man

Pump Room Mechanical/Plumbing: 3DC Services

Electrical: Empire Electric Company, LLC.

Landscape/ Irrigation: Five Star Landscaping

Other: USA Shades Presidio Roofing

F. **REFERENCES (Minimum of 3):**

Project Name: Argyle Fire Lane

Name of Owner's Organization Argyle ISD

Description: The project consisted of the addition of a new parking lot and fire lane to Argyle Intermediate School.

Company's Responsibilities: The new fire lane addition involved the installation automatic barrier gates,

vehicle detectors, access control units, and Owner furnish hydrants. Additional improvement included erosion control, pavement markings, landscaping, irrigation, and storm drainage.

Completion Date: 5/3/2024

Project Owner Contact Name, Phone and e-mail (**must** be current): Jeffrey Koehn, 817-819-2249, Jeffrey.koehn@argyleisd.com

Contract Amount: $1,235,000 Superintendent: Noah Fleet

Project Name: Bill Allen Memorial Park

Name of Owner's Organization City of The Colony

Description: Reconstruction of Bill Allen Memorial Park.

Company's Responsibilities: Involved 4,610 sf of site prep/demolition, tree protection, erosion control, addition of 1,740 sf of sidewalks, 6,490 sf of synthetic play turf, playground equipment, ADA access, retaining walls, drainage, landscaping & irrigaton.

Completion Date: 8/2024

Project Owner Contact Name, Phone and e-mail (**must** be current): Calvin Lehmann, 972-624-3956

Contract Amount: $197,970 Superintendent: Noah Fleet

Project Name: Emily Fowley Library Renovation

Name of Owner's Organization: City of Denton

Description: Renovations to Emily Fowler Central Library include a conference room and three study rooms.

Company's Responsibilities: Scope includes the removal and replacement of new storefront and glazing, doors, and hardware, plumbing, and electrical. Removal of HVAC ductwork, air devices, and exhaust fans and replace with new exhaust fans, ductwork, and devices.

Completion Date: 6/1/2024

Project Owner Contact Name, Phone, and e-mail (**must** be current): Jared Green

940-349-7723

Contract Amount: $135,534 Superintendent: Noah Fleet

Project Name: Gragg Interior Renovation

Name of Owner's Organization Child Care Associates

Description: Site and interior demolition for interior renovation and exterior improvements.

Company's Responsibilities: Interior renovations included but not limited to, metal fabrication, millwork, gypsum assemblies, acoustical ceilings, doors and hardware, new flooring finishes and teller window units, toilet and accessories, fire protection, plumbing, HVAC, electrical, fire alarm expansion, and intrusion detection system. Exterior improvements included pavement markings, decorative fencing, concrete paving, site utilizes, and landscape.

Completion Date: 7/1/2024

Project Owner Contact Name, Phone and e-mail (**must** be current): Joshua Schmidt,

817-301-7109, Joshua.Schmidt@childcareassociates.org

Contract Amount: $1,955,000 Superintendent: Tashauna Tyra

G. **UNIT PRICE PROPOSAL:** None

H **PROJECT COMPLETION:** The above specified project shall be completed within _____ consecutive calendar days from date of Notice to Proceed, including overtime on weekends, noting allowance for inclement weather and provisions for liquidated damages as provided for in Supplementary Conditions. The undersigned Bidder agrees to pay liquidated damages in the amount of $1,000 per day to Owner for each calendar day of delay until work is substantially completed. This sum is not to be construed in any sense as a penalty.

I. **INSURANCE AND BONDS:** If the undersigned Bidder is notified within sixty (60) days after Bid opening of the acceptance of this Bid and a contract to be awarded, he agrees to provide within ten (10) calendar days after date of Contract award a current certificate of insurance certifying the required insurance coverage (see attachment 'A' for additional requirements). In addition, Bidder agrees to execute the contract for the above mentioned compensations on the standard forms referenced in the Bidding Documents, and if required, further agrees to execute a surety bond for the above work.

J. **TAXES:** The City of North Richland Hills is a tax-exempt entity. Bid amounts as stated above do not include any sales taxes and any other taxes for all labor, materials and appliances.

CGC General Contractors, INC.
Firm Name

VP
Signature of Officer – Title

3212 Friendly Lane
Street Address

*Seal
(If Bidder is a Corporation)

Haltom City TX 76117
City State Zip

(214) 458 - 2088
(Area Code) Telephone Number

NRH

CITY OF NORTH RICHLAND HILLS

Purchasing

Wednesday, July 24, 2024

RFP 24-028 NRH2O NITRO BLAST CONSTRUCTION

ADDENDUM ONE:

1) Replace bid documents to remove the word "Draft".
2) Extend the bid deadline to Tuesday, August 6 at 2pm.
3) Extend the deadline for questions to Tuesday, July 30 at 12pm.
4) Add sheet E5.00 "Panel Schedules" to the bid documents.
5) Revise sheet DP-1 "Demolition Plan" of the bid documents for clarity. Highlighted "Remaining Concrete Post/Base" locations and labeled their diameter.

THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR RFP RESPONSE.

Acknowledge receipt of this addendum by inserting this page with your RFB response. This addendum form is a part of the contract documents, and it so modifies, amends, deletes and/or adds to the original RFB document.

Name and Address of Company:

CGC General Contractors, Inc.

3212 Friendly Lane Haltom City, TX 76117

Authorized Representative:

Signature: _____

Name: Austin Dyer

Title: Vice President

Phone: 682-730-6933

Email: austind@cgctexas.com

NRH

CITY OF NORTH RICHLAND HILLS

Purchasing

Friday, August 2, 2024

RFP 24-028 NRH2O NITRO BLAST CONSTRUCTION

ADDENDUM TWO:

1) Extend the bid deadline to Tuesday, August 13 at 2pm.
2) Extend the deadline for questions to Tuesday, August 6 at 12pm.
3) Add Geotechnical Report to the bid documents.

THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR RFP RESPONSE.

Acknowledge receipt of this addendum by inserting this page with your RFB response. This addendum form is a part of the contract documents, and it so modifies, amends, deletes and/or adds to the original RFB document.

Name and Address of Company:

CGC General Contractors, Inc.

3212 Friendly Lane Haltom City, TX 76117

Authorized Representative:

Signature: _____

Name: Austin Dyer

Title: Vice President

Phone: 682-730-6933

Email: austind@cgctexas.com

NRH

Purchasing

CITY OF NORTH RICHLAND HILLS

Friday, August 9, 2024

RFP 24-028 NRH2O NITRO BLAST CONSTRUCTION

ADDENDUM THREE:

1) Add MEP-10001 BLAST MEP Supplement
2) Add MEP-100131 Launch Logic CCTV System
3) Add MEP-100141 Launch Logic Dispatch System

THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR RFP RESPONSE.

Acknowledge receipt of this addendum by inserting this page with your RFB response. This addendum form is a part of the contract documents, and it so modifies, amends, deletes and/or adds to the original RFB document.

Name and Address of Company:

CGC General Contractors, Inc.

3212 Friendly Ln

Haltom City, TX 76117

Authorized Representative:

Signature: _____

Name: Austin Dyer

Title: Vice President

Phone: 682-730-6933

Email: austind@cgctexas.com

P O Box 820609 ★ North Richland Hills, Texas 76182-0609
4301 City Point Drive ★ (817) 427-6150 ★ Fax (817) 427-6165

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1194583

Date Filed:
07/31/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
CGC General Contractors, Inc.
Haltom City, TX United States

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

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.
24-028
NRH2O Nitro Blast Construction

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Austin Dyer, and my date of birth is [redacted].

My address is 3212 Friendly Lane (street), Haltom City (city), TX (state), 76117 (zip code), USA (country).

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

Executed in Tarrant County, State of Texas, on the 6th day of August (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

City Secretary Office
Official Record Copy

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1194583

Date Filed:
07/31/2024

Date Acknowledged:
09/27/2024

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

CGC General Contractors, Inc.
Tarrant, TX United States

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

North Richland Hills

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.

24-028
NRH2O Nitro Blast Construction

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/12/2024

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: Therese Iglesias	
HCDT Insurance Agency 2161 N.W. Military Hwy., #210 San Antonio TX 78213	PHONE (A/C, No, Ext): (210) 647-0134	FAX (A/C, No): (210) 647-0138
	E-MAIL ADDRESS: therese@hcdtbond.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Insurance Co	
	INSURER B : Continental Insurance Company	
	INSURER C : Texas Mutual Insurance Company	22945
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED: CGC General Contractors, Inc., 5419 Brewster St., San Antonio TX 78233

COVERAGES **CERTIFICATE NUMBER:** 23/24 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			7039992727	10/29/2023	10/29/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			7039992694	10/29/2023	10/29/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			7039992713	10/29/2023	10/29/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 6,000,000 $ 6,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001101229	10/29/2023	10/29/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

"For Bidding Purposes"

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY		NAMED INSURED
HCDT Insurance Agency		CGC General Contractors, Inc.
POLICY NUMBER		
Various		
CARRIER	NAIC CODE	
Various		EFFECTIVE DATE: 10/29/2023

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Blanket Additional Insured is included on the General Liability policy per endorsement CNA75079XX (3-22) for ongoing and completed operations to any person or organization when required by written contract to provide such status. Blanket Additional Insured in respects to Auto Liability is provided per endorsement CNA63359XX (04-2012) to any person or organizatoin when required by written contract to provide such status. Primary and Non-Contributory to an additional insured in respects to General Liability and Auto Liability is included per General Liability endorsement CNA75079XX (3-22) and Auto Liability CNA63359XX (04-2021) when required by written contract to provide such status. Blanket Waiver of Subrogation is included on the General Liability, Auto Liability and Workers Compensation policies to any person or organization when required by written contract to provide such status per General Liability endorsement CNA75079XX (3-22), Auto Liability CNA63359XX (04-2021) and Workers Compensation endorsement WC420204B. Blanket 30 Days Notice of Cancellation is included on the General Liability, Auto Liability and Workers Compensation policies providing advance notice if the policy is cancelled by the company other than for non-payment of premium, or 10 days notice after the policy is cancelled for non-payment of premium. Notice is sent to certificte holders with mailing addresses on file with the agent or the company. This endorsement does not provide for notice of cancellation to the certificate holder if the named insured requests cancellation. Umbrella Follow Form.

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McClatchy

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The Belleville News-Democrat
Bellingham Herald
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San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
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The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
19363	571029	Print Legal Ad-IPL01825170 - IPL0182517	Eva Ramirez	$74.76	1	31 L

Attention: Alicia Richardson
CITY OF NORTH RICHLAND HILLS
PO BOX 820609
NORTH RICHLAND HILLS, TX 761820609

treasury@nrhtx.com;thenderson@nrhtx.com

CITY OF
NORTH RICHLAND HILLS
NOTICE FOR REQUEST FOR PROPOSAL

The City of North Richland Hills is accepting responses for:
RFP 24-028 NRH2O NITRO BLAST CONSTRUCTION
RFP responses must be submitted by: 2:00 PM (CST) Tuesday, July 30, 2024
Those interested in participating in this competitive process may download the specifications from www.publicpurchase.com, or proposal forms may be obtained from the Purchasing Department at 4301 City Point Drive, North Richland Hills, TX 76180 Monday through Friday (8:00 AM to 5:00 PM).
All proposals must be submitted electronically via Public Purchase.
The City of North Richland Hills reserves the right to reject any and all RFP responses and act in the best interest of the City of North Richland Hills.
Eva Ramirez
Purchasing Manager
(817) 427-6150
IPL0182517
Jul 5,7 2024

THE STATE OF TEXAS
COUNTY OF TARRANT

Before me, a Notary Public in and for said County and State, this day personally appeared Mary Castro, Bid and Legal Coordinator for the Star-Telegram, published by the Star-Telegram, Inc. at Fort Worth, in Tarrant County, Texas; and who, after being duly sworn, did depose and say that the attached clipping of an advertisement was published in the above named paper on the listed dates:

2 insertion(s) published on:
07/05/24, 07/07/24

Mary Castro

Sworn to and subscribed before me this 8th day of July in the year of 2024

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

NRH

CITY OF NORTH RICHLAND HILLS

Office of the City Manager

October 7, 2024

Mayor and Council,

I will be out of town beginning at 8:00 a.m. on Tuesday, October 8th, and will return Friday, October 11th at approximately 5:00 p.m. Adrien Pekurney will be Acting City Manager during this time and can be reached at the office (817-427-6605) or on her cell (817-657-3786).

The Acting City Manager shall have the authority, during the time that she is acting as City Manager, to execute any and all documents to which I have been granted authority by the City Council, or by other law, to execute in my absence.

Sincerely,

Paulette Hartman

Paulette Hartman
City Manager

P.O. Box 820609 ★ North Richland Hills, Texas 76182-0609
www.NRHTX.com ★ (817) 427-6003 ★ Fax (817) 427-6016

CGC

Owner Change Order

Owner: North Richland Hills

Change Order Number: 001
Date: 10/24/24
CGC Job Number: 2410
Prime Contract Date: 10/10/24

Contractor:
CGC General Contractors
3212 Friendly Ln
Haltom City, Texas 76117

Project:
NRH2O Nitro Blast

A. Contract change

Provide all labor, material, equipment, services, and supplies to perform the following:

Testing lab services - $25,110.45
Tub Demo at Tower - $12,000.00
OHP 10% - $3,711.05

B. Subcontract summary

Original contract sum:	$ 3,096,771.00
Net change from previous change orders:	$ 0.00
Current Contract amount:	$ 3,096,771.00
This change order total:	$ 40,821.50
New Contract Amount:	$ 3,137,592.50
Total Cost of All Change Orders:	$ 40,821.50

C. Time: As a result of this change order, a time extension of 0 calendar days will be required.

D. Terms and Conditions:

1. Unless otherwise stated, all terms and conditions of the Contract remain unchanged .

E. Signature (this form not valid unless signed by both parties)

Contractor:
CGC General Contractors

By: _____
Name/Title AUSTIN ANDE - VP
Date: 10/28/24

Owner (or owner's representative):

By: Paulette Hartman
Digitally signed by Paulette Hartman
Date: 2024.10.28 13:53:34 -05'00'
Name/Title Paulette Hartman / NRH City Manager
Date: 10/28/24

CMJ Engineering

Estimate No.: 24-162
October 25, 2024

CGC General Contractors
Attn: Mr. Austin Dyer
3212 Friendly Lane
Haltom City, Texas 76117
email: AustinD@CGCTexas.com

ESTIMATE
CONSTRUCTION MATERIALS TESTING SERVICES FOR
NRH20 NITRO BLAST CONSTRUCTION
NORTH RICHLAND HILLS, TEXAS

Dear Mr. Dyer,

We are pleased to submit this estimate for providing construction materials engineering services on the above referenced project. **We understand we have been selected to provide these services based on our qualifications.**

Estimate - Defined

This is an ESTIMATE and should in no way be considered a lump sum proposal. CMJ will only bill for actual services performed. Services performed beyond the estimated items and quantities may exceed the estimated testing budget. Fewer services performed than estimated may be lower the estimated testing budget. The total testing cost is dependent upon the contractor's means and methods, such as the size of areas/amount of items ready for testing per site visit, size/rate of concrete placements, method of masonry grouting (once per day or several times per day, pumping or hand placement), etc. As the contractor typically schedules our services, the actual number of site visits required are beyond our control. Based on our experience, we have made assumptions as to the means and methods the individual contractors may choose to follow.

Scope of Work

Our scope of service is based on our review of the preliminary project plans and the contractor's construction schedule. We propose to service this project on a call out, as-needed basis. **All same-day service requests will be charged the greater of either $290 or our actual rescheduling costs based on the project's unit fees, for each site visit performed. Service requests may be made Monday through Friday 7:00 am to 5:00 pm and should be received 24-hours in advance but no later than 3:00 PM of the day prior to service. CMJ will make every effort to service same day service requests but cannot guarantee your request will be serviced without the required prior notice.**

Earthwork

Laboratory testing of existing subgrade and backfill materials; in-place moisture/density testing of same.

Drilled Piers
On site verification of initial pier start by a Project Manager or if required, a Geotechnical Engineer. Full time excavation observation, reinforcing steel observation, and concrete testing and observation. Post installation verification of pier reports by project management staff. Based on our review of the project geotechnical report we anticipate that the piers will be installed in subsurface conditions and have proposed the use of a Senior Pier Specialist Engineering Technician.

Cast-In-Place Concrete
Pre- and post-concrete placement reinforcing steel observation. On-site placement observation and testing to include slump, temperature, entrained air content, and the molding of test cylinders. Laboratory curing and testing of cylinders.

Structural Steel Observation
On-site visual observation and testing of field welded and bolted connections by AWS Certified Welding Inspector. On-site ultrasonic testing of full-penetration welds by ANSI Certified Non-Destructive testing technician as required.

Project Budget
Based upon our understanding of the project specifications, our unit fees and estimated quantities for this project will be as stated on the budget attachment. All fees for services performed which do not appear on the budget attachment will be based on our standard fee schedule. The final charges will be a function of the total services performed. All charges for laboratory services are F.O.B. our laboratory. **All same-day service requests will be charged the greater of either $290 or our actual rescheduling costs based on the project's unit fees, for each site visit performed.** The prices provided in the attached fee schedule will remain valid for forty-five (45) days from the date on this estimate, or for one year from that date if our services for this project are started within the forty-five (45) day period. Invoices will be submitted for these services on a monthly basis. These will be due and payable upon receipt. **CMJ will not supervise or direct work that is performed by the contractor or subcontractors and is not responsible for their means and methods utilized or the resultant outcome of their efforts.**

Closing
CMJ Engineering, Inc. appreciates the opportunity to submit this estimate. We have included the attached unit fees that correspond to our understanding of the required work scope that will be required of CMJ Engineering. Feel free to call us if you have any questions regarding our services or estimate. Following your authorization, we are ready to begin work and look forward to providing you with our services.

Respectfully,
CMJ ENGINEERING, INC.

Angie M. McCullough
Vice President

Greg Lester S.E.T.
Senior Project Manager

CMJ Engineering

7636 Pebble Drive
Fort Worth, Texas 76118
Tel: (817) 284-9400 Fax: (817) 589-9993

CGC General Contractors
Estimate No. 24-162
October 25, 2024

ESTIMATE
CONSTRUCTION MATERIALS TESTING SERVICES FOR
NRH20 NITRO BLAST CONSTRUCTION
NORTH RICHLAND HILLS, TEXAS

DESCRIPTION	NO	FEE	UNIT	AMOUNT
Earthwork				
Moisture/Density Relations (ASTM D698)	3	$ 207.00	each	$ 621.00
Liquid & Plastic Limit (ASTM D4318-B)	3	$ 72.00	each	$ 216.00
Laboratory Sieve Analysis (ASTM C117, D1140)	3	$ 82.00	each	$ 246.00
Laboratory Sieve Analysis (ASTM C136)	3	$ 98.50	each	$ 295.50
Earthwork Observation/Testing Including all Non-Test Pit				
In-Place Moisture/Density Testing by ASTM D6938 (Min. 4 Hours/Trip)	20	$ 85.50	hour	$ 1,710.00
Additional Fee-Test Pit In-Place Moisture/Density Testing	0	$ 18.00	each	$ -
Nuclear Density Gauge Fee (Daily)	4	$ 54.00	each	$ 216.00
Vehicle Trip Charge	5	$ 67.50	trip	$ 337.50
Estimated Total for Earthwork Services:				**$ 3,642.00**
Pier Observation				
Concrete Test Cylinders (ASTM C31/39 - 4" x 8" - Min. 5/Set)	40	$ 25.00	each	$ 1,000.00
Senior Pier Specialist (Min. 4 Hours/Trip)	64	$ 98.50	hour	$ 6,304.00
Senior Pier Specialist (Min. 4 Hours/Trip) - OVERTIME	16	$ 98.50	hour	$ 1,576.00
Project Management	5.65	$ 113.00	hour	$ 638.45
Senior Geotechnical Engineer (1.0 Hour Min. Charge)	0	$ 168.00	hour	$ -
Cylinder Pick Up	2	$ 178.50	each	$ 357.00
Vehicle Trip Charge	10	$ 67.50	trip	$ 675.00
Estimated Total for Pier Observation Services:				**$ 10,550.45**
Concrete Observation/Testing				
Concrete Test Cylinders (ASTM C31/39 - 4" x 8" - Min. 5/Set)	40	$ 25.00	each	$ 1,000.00
Concrete Testing Technician (Min. 3 hours/trip)	32	$ 59.50	hour	$ 1,904.00
Reinforcing Steel Observation without Testing (Min. 3 Hours/Trip)	24	$ 80.00	hour	$ 1,920.00
Cylinder Pick Up	8	$ 178.50	each	$ 1,428.00
Vehicle Trip Charge	16	$ 67.50	trip	$ 1,080.00
Estimated Total for Concrete Observation/Testing Services:				**$ 7,332.00**
Structural Steel Observation				
Structural Steel Observation by CWI (Min. 5 Hours/Trip)	30	$ 98.50	hour	$ 2,955.00
Ultrasonic Testing of Welds by ASNT/NDT (Min. 5 Hours/Trip)	0	$ 125.50	hour	$ -
Vehicle Trip Charge	6	$ 67.50	trip	$ 405.00
Estimated Total for Structural Steel Services:				**$ 3,360.00**

CMJ Engineering

7636 Pebble Drive
Fort Worth, Texas 76118
Tel: (817) 284-9400 Fax: (817) 589-9993

CGC General Contractors
Estimate No. 24-162
October 25, 2024

ESTIMATE
CONSTRUCTION MATERIALS TESTING SERVICES FOR
NRH20 NITRO BLAST CONSTRUCTION
NORTH RICHLAND HILLS, TEXAS

DESCRIPTION	NO	FEE	UNIT	AMOUNT
Hourly Office Services				
Senior Geotechnical Engineer (1.0 Hour Min Charge)	0	$ 168.00	hour	$ -
Project Manager - Initial Project Set-up	2	$ 113.00	hour	$ 226.00
Senior Engineering Technician (Min. 4 Hours/Trip)	0	$ 98.50	hour	$ -
Same-day Insufficient Notice Fee	0	$ 290.00	each	$ -
Estimated Total for Hourly Services:				**$ 226.00**
Estimated Total for Above Testing and Observation Services:				**$ 25,110.45**

Notes:

1. Project Management fees will be charged as follows: 2 hours for initial project setup, foundation reconciliation at 3 minutes per pier, compliance review and statement of same at 3 minutes per report with a 1 hour minimum, post-tensioning compliance review at 0.50 hours per page with a 1.0 hour minimum and a 79G/house pad compliance report review and letter at 10 minutes per lot, if CMJ is informed at the start of this project of this need. Should the client choose not to sign CMJ's agreement and instead request CMJ to sign the client's contract, any time spent reviewing/revising client's contract will be billed at the above listed project management hourly rate. All other services that would be requested of a project manager will be billed as same. All compliance letter requests shall be made with sufficient notice to allow for a minimum of 10 businesses to complete the required report reviews and letter completion.
2. Overtime rates of 1.5 times the regular rate will be charged for hours worked or services performed over eight (8) hours per day or before 7:00 a.m. and/or after 5:00 p.m. Monday thru Friday. All lab and field services performed on Saturday, will be billed at 1.5 times the regular rate and will be billed at 2.0 times the regular rate for Sundays and recognized holidays.
3. All laboratory test fees are F.O.B. our laboratory. Engineering technician minimums and vehicle trip charges will apply to all trips to the job-site including sample pickups and specimen pickups.
4. A minimum amount of technician time and a vehicle trip charge will be billed for each call out, sample pickup or specimen pickup unless noted otherwise. Technician time is charged portal-to-portal from our Fort Worth office.
5. 4"X8" concrete compression test specimens will be used per ACI 318 requirements unless instructed otherwise.
6. Structural steel observation at fabrication shop fees based on facilities located in the Dallas-Fort Worth metroplex area.
7. Additional tests not specified in this fee schedule will be quoted upon request, or based on our current fee schedule.
8. Vehicle trip charge in excess of 25 miles from CMJ's office will be based on $1.35/mile plus tolls, portal-to-portal our office.
9. Specimen collection fees as stated are either project specific or based on a maximum of 25 miles from CMJ.
10. All same-day service requests will be charged a minimum $290 insufficient notice fee or actual rescheduling costs if greater.
11. All test-pit moisture-density testing will be charged a $18.00 fee for each test in addition to standard hourly fee.
12. CMJ will not supervise or direct work that is performed by the contractor or subcontractors and is not responsible for their means and methods utilized or the resultant outcome of their efforts.

October 17, 2024

Mr. Austin Dyer
CGC General Contractors
3212 Friendly Ln
Haltom City, TX 76117

Re: NRH2O North Richland Hills, TX
Demolition

Demolition Specialties (DS) is pleased to submit our proposal for all labor, material, equipment and disposal for the above referenced project. Pricing is based on standard DS insurance policy. Below are our inclusions and exclusions that pertain to this quotation.

- **Scope of Work and Inclusions:**
  - DS has priced the project to have DS dumpsters to be within 25' of work area and to use machines to demo. 1 phase.
  - Demolition of fiberglass tubs, machinery and remaining portion of water slide

  Exclusions:
- Sales tax, permits, disconnects, landing work, new installations, site utilities, salvage for reuse, phasing, temporary services, installation of temporary protection, lay out, relocations, modifications, OT, patch and repair, prep work, scope and drawings other than listed herein.

Pricing: Base Bid $ 12,000.00

Demolition Specialties is grateful for the opportunity to bid this project and if you should have any questions concerning this quotation, please feel free to contact me on my cell or at the office. This proposal is valid for 30 days.

Respectfully submitted,

Hadley Ingersoll
Estimator/Project Manager
DEMOLITION SPECIALTIES
979-703-3391- Cell
972-438-3366 – Office

City Secretary Office
Official Record Copy

Owner Change Order

Owner: City of North Richland Hills

Change Order Number: 002
Date: 11/15/24
CGC Job Number: 2410
Prime Contract Date: 10/10/24

Contractor:
CGC General Contractors
3212 Friendly Ln
Haltom City, Texas 76117

Project:
NRH2O Nitro Blast

A. Contract change

Provide all labor, material, equipment, services, and supplies to perform the following:

Mag meters – 11 - $1,075.30 delta for each totaling $11,828.30 / 20HP pump install - $2,611.64 /-Flex Hose Galvanized Platted Flanged Connections - $9,391.95 / Refurbished Roof Hatch -2- $543.33 delta for each totaling $1,086.66 / OHP - 10% -$2,491.86
***See below for Owners Contingency

B. Subcontract summary

Original contract sum:	$ 3,096,771.00
Net change from previous change orders:	$ 40,821.50
Current Contract amount:	$ 3,137,592.50
This change order total:	$ 209,178.50
New Contract Amount:	$ 3,346,771.00
Total Cost of All Change Orders:	$ 250,000.00

C. Time: As a result of this change order, a time extension of 0 calendar days will be required.

D. Terms and Conditions:

1. Unless otherwise stated, all terms and conditions of the Contract remain unchanged .

Owner's Contingency: An Owner's Reserve amount set aside for use by the Owner for additions to the contractor's scope of work. The use of this funding will only be allowed with written authorization by the Owner. Any amount not used will be returned to the owner. - S181,768.09

E. Signature (this form not valid unless signed by both parties)

Contractor:
CGC General Contractors
By:
Name/Title
Date: 11/15/24

Owner (or owner's representative):
By:
Name/Title Paulette Hartman, City Manager
Date: 12/11/24

ATTEST:

Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY

~~Interim~~ City Attorney

NRH Council Action (Y) N

Date Approved 12-9-2024

Agenda No. B.13

Ord / Res No. —

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1245446

Date Filed:
12/04/2024

Date Acknowledged:

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

CGC General Contractors, Inc.
Haltom City, TX United States

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

City of North Richland Hills

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.

24-028
NRH20 Nitro Blast Construction, CHANGE ORDER #2

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Austin Dyer, and my date of birth is 08/10/1988.

My address is 3212 Friendly Ln (street), Haltom City (city), TX (state), 76117 (zip code), USA (country).

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

Executed in Tarrant County, State of Texas, on the 4th day of December (month) 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1245446

Date Filed:
12/04/2024

Date Acknowledged:
12/10/2024

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

CGC General Contractors, Inc.
Haltom City, TX United States

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

City of North Richland Hills

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.

24-028
NRH20 Nitro Blast Construction.

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Owner: City of North Richland Hills

Change Order Number: 022
Date: 7/25/25
CGC Job Number: 2406
Prime Contract Date: 7/10/24

Contractor:
CGC General Contractors
3212 Friendly Ln
Haltom City, Texas 76117

Project:
NRH20 Nitro Blast Slide Replacement

A. Contract change

Provide all labor, material, equipment, services, and supplies to perform the following:

Release of remainging contingency funds to client - $368.51

B. Subcontract summary

Original contingency sum:	$ 250,000.00
Net change from previous change orders:	($ 249,631.49)
Current Contingency amount:	$ 368.51
This change order total:	-$ 368.51
New Contingency Amount:	$ 0.00
Total Cost of All Change Orders:	($ 250,000.00)

C. Time: As a result of this change order, a time extension of 0 calendar days will be required.

D. Terms and Conditions:

1. Unless otherwise stated, all terms and conditions of the Contract remain unchanged .

E. Signature (this form not valid unless signed by both parties)

Contractor:
CGC General Contractors

By: Joseph Montero
Name/Title Joe Montero, PM
Date: 7/25/2025

Architect:
CGC General Contractors

By: _____
Name/Title _____
Date: _____

Owner (or owner's representative):

By: MICHAEL WILSON
Name/Title MICHAEL WILSON, PLA
Date: 8/14/2025

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1374974

Date Filed:
10/09/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
CGC General Contractors, Inc.
Haltom City, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP 24-028
NRH2.O Nitro Blast

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Austin Dyer, and my date of birth is [redacted]

My address is 3212 Friendly In, Haltom City, TX, 76117, USA.
(city) (state) (zip code) (country)

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

Executed in Tarrant County, State of TX, on the 9th day of October, 2025.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** October 27, 2025

SUBJECT: Consider Ordinance No. 3933, Amending Chapter 2-Administration, Article III-Boards, Commissions and Committees of the Code of Ordinances, City of North Richland Hills, Texas, adding a new Division 5-Advisory Committee on Senior Affairs.

PRESENTER: Alicia Richardson, City Secretary/Chief Governance Officer

SUMMARY:

Approve an ordinance establishing the creation of an Advisory Committee on Senior Affairs.

GENERAL DESCRIPTION:

On May 14, 2025, the City Council directed staff to research how area municipalities engage with their senior populations through advisory boards. In response, staff conducted a survey of 15 municipalities and presented the findings at the August 11, 2025, City Council meeting. The presentation included information on each board's purpose, membership structure, responsibilities, and overall charge. Additionally, staff highlighted local and county resources available to residents aged 55 and older that support well-being, community engagement, and access to assistance.

Following the presentation, the City Council directed staff to prepare an ordinance to establish a senior advisory committee. The importance of engaging and serving NRH's senior residents was further emphasized during the Council's Goals and Planning Session on August 28, 2025.

In accordance with City Council's direction, staff drafted and presented an ordinance during the October 13, 2025, work session. Ordinance No. 3933 was subsequently updated to reflect City Council input regarding committee membership and term lengths.

To support the launch of the new committee, the City will initiate a public outreach campaign to inform residents of the opportunity to apply for membership. This effort will include announcements through the City's website, social media platforms, and other communication channels to encourage broad community participation.

RECOMMENDATION:

Approve Ordinance No. 3933.

ORDINANCE NO. 3933

AN ORDINANCE OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, AMENDING CHAPTER 2 - ADMINISTRATION, ARTICLE III - BOARDS, COMMISSIONS AND COMMITTEES OF THE CODE OF ORDINANCES, CITY OF NORTH RICHLAND HILLS, TEXAS, ADDING A NEW DIVISION 5 – ADVISORY COMMITTEE ON SENIOR AFFAIRS; CREATION; MEMBERSHIP, APPOINTMENT, AND TERMS; PURPOSE; APPOINTMENT OF CHAIRPERSON; MEETING FREQUENCY; AMENDING SECTION 2-122(A), LIMITATION ON THE POWERS OF CERTAIN BOARDS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of North Richland Hills, Texas ("the City") is a home rule city acting under its power adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council recognizes the growing population of senior citizens and the importance of ensuring their voices are heard in shaping programs and services that affect their well-being; and

WHEREAS, the City Council seeks to align existing community resources with the needs of its aging population through structured civic engagement; and

WHEREAS, the City Council deems it necessary to amend the Code of Ordinances governing the City's Boards, Commissions, and Committees to establish an Advisory Committee on Senior Affairs.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS:

SECTION 1. The City Council hereby finds the recitals above to be true and correct, and such recitals are hereby incorporated into this Ordinance as if written herein.

SECTION 2. That Chapter 2 – Administration, Article III – Board, Commissions, and Committees, of the Code of Ordinances, City of North Richland Hills, Texas, be amended to add Division 5 – Advisory Committee on Senior Affairs to read as follows:

"§ 2-231. Creation of the Advisory Committee on Senior Affairs.

There is hereby established an Advisory Committee on Senior Affairs ("Committee") to enhance communication and outreach for the senior citizen population. The Committee is responsible for supporting through community education the senior-related programs and services available in North Richland Hills. The Committee serves in an advisory

capacity in matters pertaining to its senior citizens, helps identify the needs of senior citizens and enhance their quality of life, and uses all available resources to inform senior citizens of community services. The Committee shall serve purely in an advisory capacity with no judiciary power.

§ 2-232. Membership, Appointment and Term.

(a) The Committee shall consist of seven (7) residents of the City of North Richland Hills, who must be at least 55 years of age; two non-voting staff members, the city manager or their designee and the NRH Senior Center manager; and a member of the City Council, to be appointed by the mayor, to serve as a liaison.

(b) An ex-officio member from each of the following organizations – Community Enrichment Center Senior Network, Social Transportation for Seniors, Northeast Transportation Services (NETS), and Serving our Seniors (Mid-Cities Care Corps) may also serve on the Committee.

(c) Each member will serve in numbered places and the council member whose place-number coincides with the numbered place shall nominate a person to serve in that place. The actual appointment will be subject to the approval of the City Council. Members shall serve terms that are of the same length as the Mayor and Council members, unless appointed to fulfill a vacancy.

(d) No member shall serve more than three (3) consecutive terms.

§ 2-233. Purpose.

The purpose of the Committee is as follows:

(a) Promote awareness of existing resources and services available to seniors.

(b) Serve as a liaison between the senior community and the City of North Richland Hills by seeking input to enrich and enhance the health and quality of life of seniors in the community.

(c) To form partnerships in the community to educate, inform, and improve the quality of life for seniors.

(d) Collaborate with local organizations, the NRH Senior Center, nonprofits, and agencies serving older adults.

(e) Assist in promoting events and initiatives for seniors.

§ 2-234. Meetings.

(a) At the first regular meeting following the appointment of new Committee members by the City Council, the Committee shall select from the members a Chair and Vice-Chair for a one (1) year term and shall serve until their successors are appointed.

(b) Regular meetings shall be held quarterly, unless directed otherwise at the request of the Chair or City Council.

(c) Majority of regular members shall constitute a quorum (4 members present).

(d) All meetings of the Committee shall be in accordance with the Texas Open Meetings Act.

(e) Minutes of each meeting shall be approved by a majority of the Committee and forwarded to the City Secretary/Chief Governance Officer for file.

(f) The Committee shall receive reports from local resources and associations that serve the aging population on how their services have been utilized by the population, as well as from City departments on any projects or activities that may affect the senior citizen population.

§ 2-235. Reporting.

By October 1 of each year, the Committee shall submit a written report to the City Council on the status of its activities to date, findings, and trends and needs of the senior citizen population.

§ 2-236. Liaison Staff Member.

The city manager shall appoint a staff member who shall be responsible for coordinating meetings, posting agendas, providing access to relevant data and resources, and facilitating communication between the Committee and City Administration.

§ 2-237 through § 2-249. (Reserved)"

SECTION 3. That Chapter 2 – Administration, Article III – Board, Commissions, and Committees, Section 2-122(a), Limitation on the powers of certain boards, of the Code of Ordinances, City of North Richland Hills, Texas be amended to read as follows:

"(a) Application of section. This section shall pertain to the following boards and commissions of the city, which are advisory bodies to the City Council:

(1) Advisory Committee on Senior Affairs;
(2) Animal Control Shelter Advisory Committee;
(3) Keep North Richland Hills Beautiful Commission;
(4) Library Board;
(5) Parks and Recreation Board; and
(6) Teen Court Advisory Board."

SECTION 4. This Ordinance shall be cumulative of all provisions of the Code of Ordinances, City of North Richland Hills, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 5. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 6. This Ordinance shall be in full force and effect from and after its passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED on this 27th day of October, 2025.

CITY OF NORTH RICHLAND HILLS

_____
Jack McCarty, Mayor

ATTEST:

_____
Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

_____
Bradley A. Anderle, City Attorney

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** October 27, 2025

SUBJECT: Announcements

PRESENTER:

GENERAL DESCRIPTION:

At each Council meeting a member of the governing body announces upcoming events in the City and recognizes an employee that exemplifies the City's core values.

Announcements:

Early voting for the November 4 election continues through this Friday, October 31. Polling locations include North Richland Hills City Hall and the Northeast Tarrant County Courthouse. You can find more information on NRHTX app or website.

Join us for a craft fair filled with handmade treasures created by talented senior crafters. The Senior Center's Craft Fair takes place on Wednesday, October 29 and Thursday, October 30, from 10 a.m. to 6 p.m. in the Grand Hall at the NRH Centre. See the calendar on the NRHTX app or website for more information.

Protect yourself from identity theft by having your financial statements and other personal documents shredded. The City of NRH is holding a shredding event on Saturday, November 1 in the parking lot of the BISD Plaza on Boulevard 26. The event begins at 9 a.m. and is open to NRH residents only. See the calendar on the NRHTX app or website for more information.

Kudos Korner:
Every Council Meeting, we spotlight our employees for the great things they do. Tonight we recognize:

Belinda Pruitt in the Water Office – We recently received a handwritten letter from a resident who wanted to recognize Belinda for her outstanding customer service. When the resident received an unusually high water bill, Belinda went above and beyond, reviewing the resident's hourly water usage data and introducing her to the EyeOnWater app. Thanks to her help, the issue was identified and resolved. The resident shared how much she appreciates living in a community where staff not only do their jobs, but go the extra mile. Great job, Belinda. Keep up the good work.

Docusign Envelope ID: 34D68F52-A290-4B9F-8250-9BC835DD9B27

Texas Department of Transportation

MEMO

September 16, 2025

To: Carl L. Johnson, P.E.
Chief Engineer

Through: Jessica Butler, P.E.
Director of Engineering & Safety Operations

DocuSigned by: Jessica Butler 00B7C02688034DD...

From: Duane S. Milligan, P.E.
Construction Division Director

DocuSigned by: 361344A1074C4B6...

Subject: Award of a Local Government Project, Tarrant County

Control: 0902-90-292
Project: STP 2025(946)TP
Highway: CS
Tarrant County

The above referenced pedestrian infrastructure project has been reviewed. The City of North Richland Hills and the Fort Worth District recommend awarding the contract to C. Green Scaping LP. The total amount of the low bid was $472,445.00, which is 16.9 percent under the engineer's estimate of $568,385.00. Funds for this project are allocated in accordance with the Federal Project Authorization and Agreement (FPAA). The city is responsible for any costs above the maximum authorized federal amounts.

Attached are the State Letter of Authority (SLOA) for locally let projects and the FPAA, indicating clearances for the following:

- Right of way
- Encroachments
- Relocation assistance
- Utilities
- Environmental

DocuSigned by: Carl L. Johnson, PE 2FE36139F0614C3... 9/22/2025

I concur with the recommendation.

We request your concurrence in the award of this project. If you have any questions, please call Duane S. Milligan, P.E., at 512/416-2456.

DocuSign Envelope ID: 34C2E397-97FB-471B-AF25-3DBB27D347AB

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM PROJECT

MPO-Selected Off-System

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project ("Agreement") is made between the State of Texas (State), acting through the Texas Department of Transportation, and the City of North Richland Hills (Local Government), acting through its duly authorized officials.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

WHEREAS, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as Smithfield Middle School Safe Routes to Schools (Project), and

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WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 116522 (MO) dated August 30, 2022 awarding funding for TASA projects in the TASA Program Call of the North Central Texas Council of Governments, including Project, and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated October 23, 2023, which is attached to and made a part of this Agreement as Attachment C, Resolution or Ordinance. A map showing the Project location appears in Attachment A, Project Location Map, which is attached to and made a part of this Agreement, and

NOW, THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

A. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided below.

B. Period of Performance.

1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Scope of Work and Use of Project

A. The scope of work for Project consists of constructing new sidewalks and crosswalks, pedestrian signalization and intersection improvements as shown in Attachment A.

B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds

The total estimated development cost of the Project is shown in Attachment B, Project Budget Estimate and Source of Funds (Attachment B).

A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in

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District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

accordance with applicable TxDOT procedures. Upon request, Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The total estimated project cost as shown in Attachment B incudes the Local Government's estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State's In-Kind Match Reporting form.

C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.

E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.

F. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government. If the Project was State-selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).

G. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

TxDOT:					Federal Highway Administration:	
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AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment B for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment B for State's estimated construction oversight and construction cost.

J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment B and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.

K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.

L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.

M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.

N. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.

O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor

with access to any information the state auditor considers relevant to the investigation or audit.

P. State will not pay interest on any funds provided by Local Government.

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

Q. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.

R. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.

S. If Local government is an Economically Disadvantaged County (EDC) and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

4. Termination of the Agreement

A. This Agreement may be terminated by any of the following conditions:
   1. By mutual written consent and agreement of all parties;
   2. By any party with 90 days written notice; or
   3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.

B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.

C. The Agreement may be terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination;

D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.

E. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
   1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.
   2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
   3. Local Government withdraws from participation in Project.
   4. State determines that federal funding may be lost due to Project not being implemented and completed.

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
6. A construction contract has not been awarded or construction has not been initiated within three years after the date that the Commission or MPO selected the project or by a letting date determined by the state and agreed to by the Local Government.
7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.

F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

5. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. At the State's discretion, State may reimburse Local Government for minor, incidental utility adjustments that are identified during the preliminary engineering phase if they are eligible for federal reimbursement. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if the following conditions are met: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

8. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

A. The **Local Government** is responsible for the identification and assessment of any environmental problems associated with the development of Project.

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

B. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.

C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, including any public hearing requirements that may be necessary when adding a bike lane.

D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

A. Architectural and engineering services for preliminary engineering will be provided by the **Local Government**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements.

B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.

D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

11. Construction Responsibilities

A. The **Local Government** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. To ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.

B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.

C. All contract change order review and approval procedures must be approved by State prior to start of construction.

D. If the Local Government is the responsible party, the State must review and approve change orders.

E. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.

F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.

G. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project

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CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.

C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.

D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

13. Right of Way and Real Property Acquisition

A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.

B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.

D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, or (2) Local Government, if the real property is not to be made part of the State Highway System. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.

E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.

F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.

H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.

J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment. For State-selected projects, this is outlined in 43 Tex. Admin. Code §11.417. The separate agreement

must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

K. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.

L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.

M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

14. Insurance

A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.

B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

15. Notices, Invoices, Payments, and Project Inquiries

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of North Richland Hills ATTN: City Manager 4301 City Point Drive North Richland Hills, TX 76180	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

Invoicing, payment, and project inquiries must be sent to the following e-mail address, which the State may change by sending written notice of the change to the Local Government:

ftw_district-invoices@txdot.gov

All invoicing, payment, and project inquiries must include the following information:

County: Tarrant
Local Government: City of North Richland Hills
CSJ No.: 0902-90-292
Project Name: Smithfield Middle School SRTS
Highway or Roadway: Main Street

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

19. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

20. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.
I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise ("**DBE**") Program requirements established in 49 CFR Part 26.
B. Local Government shall adopt, in its totality, State's federally approved DBE program.
C. Local Government shall set an appropriate DBE goal consistent with State's DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
D. Local Government shall follow all other parts of State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

Enterprise by Entity, and attachments found at web address: http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).

F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate."

28. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order
12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. 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.

30. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. Local Government agrees that it shall:

1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://sam.gov/SAM/pages/public/index.jsf
2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to State if:
   a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov .

C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____.*

D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS

DocuSigned by:
Kenneth Stewart
Signature

Kenneth Stewart
Typed or Printed Name

Director of Contract Services
Typed or Printed Title

11/14/2023
Date

THE LOCAL GOVERNMENT

DocuSigned by:
Mark Hindman
Signature

Mark Hindman
Typed or Printed Name

City Manager
Typed or Printed Title

11/14/2023
Date

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

ATTACHMENT A
PROJECT LOCATION MAP



- New Curb Ramp
- Updated Curb Ramp
- Bicycle Parking Station
- New Sidewalk
- Pedestrian Crossing Ahead sign
- Pedestrian Crossing sign w/ arrow & yield
- Pedestrian Crossing LED sign
- White Parallel Lines = New Crosswalk

Entire map area is within the attendance boundary of Smithfield Middle School

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TxDOT:					Federal Highway Administration:	
CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT ESTIMATE AND SOURCE OF FUNDS

LG Performs PE Work or Hires Consultant / LG Lets Project for Construction

Work Performed by Local Government ("LG")								
Description of Project Costs to be Incurred		**Total Project Cost Estimate**	**Federal Participation** Includes percentage for TDC apportionment on projects where applicable		**State Participation** Includes authorized EDC amounts		**Local Government Participation** Includes authorized EDC reduction/TDCs	
			%	**Cost**	**%**	**Cost**	**%**	**Cost**
Planning/Maps/Education/Non-CST		$0	0%	$0	0%	$0	0%	$0
Preliminary Engineering		$54,293	0%	$0	0%	$0	100%	$54,293
Environmental Cost		$12,000	0%	$0	0%	$0	100%	$12,000
Right of Way		$0	0%	$0	0%	$0	0%	$0
Utilities		$0	0%	$0	0%	$0	0%	$0
Construction Cost	$663,596							
Construction Engineering Cost	$0							
Eligible In-Kind Contribution Value	$0							
Total Construction Value (sum of construction cost and in-kind value)		$663,596	100%	$663,596	0%	$0	0%	132,719
Work by LG Subtotal		**$729,889**		**$663,596**		**$0**		**$66,293**
Work Performed by the State (Local Participation paid up front by LG to TxDOT)								
Preliminary Engineering[1]		$0	0%	$0	0%	$0	0%	$0
Environmental Cost[1]		$0	0%	$0	0%	$0	0%	$0
Right of Way[3]		$0	0%	$0	0%	$0	0%	$0
Utilities[2]		$0	0%	$0	0%	$0	0%	$0
Construction Cost[2]	$							
Eligible In-Kind Contribution Value	$	$0	0%	$0	0%	$0	0%	$0
Total Construction Value (sum of construction cost and in-kind value)								
Work by State Subtotal		**$0**		**$0**		**$0**		**$0**

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight

Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on projects where applicable		State Participation Includes authorized EDC amount		Local Government (LG) Participation Includes authorized EDC reduction	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering[1]	$2,715	0%	$0	0%	$0	100%	$2,715
Environmental Cost[1]	$600	0%	$0	0%	$0	100%	$600
Right of Way[1]	$1	0%	$0	0%	$0	100%	$1
Utilities[1]	$1	0%	$0	0%	$0	100%	$1
Construction[2]	$46,452	0%	$0	0%	$0	100%	$46,452
Direct State Costs Subtotal	$49,769	0%	$0	0%	$0	100%	$49,769
Indirect State Cost	$34,524		$0	100%	$34,524		$0
TOTAL PARTICIPATION	$814,182		$663,596		$34,524		$116,062
In-kind Contribution Credit Applied						0%	$0
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION							**$116,062**

- The estimated total participation by Local Government is $116,062.00, plus 100% of overruns.
- Total estimated payment by Local Government to State is $49,769.00.
- [1]Local Government's first payment of $3,317.00 is due to State within 30 days from execution of this contract.
- [2] Local Government's second payment of $46,452.00 is due to State within 60 days prior to the Construction contract being advertised for bids.
- [3]If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.
- The local match must be 20% or greater and may include eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- Transportation Development Credits (TDC) are being utilized in place of the Local Government's participation in the amount of 132,719.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are $663,596.00.

DocuSign Envelope ID: 34C2E397-97FB-471B-AF25-3DBB27D347AB

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION OF LOCAL GOVERNMENT

RESOLUTION NO. 2023-080

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, ACCEPTING AN ADVANCED FUNDING AGREEMENT (AFA) RELATING TO THE SMITHFIELD MIDDLE SCHOOL SAFE ROUTES TO SCHOOL PROGRAM; TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM (TASA); PROJECT CSJ 0902-90-292; AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF NORTH RICHLAND HILLS, EFFECTIVE OCTOBER 9, 2023.

WHEREAS, the City Council of the City of North Richland Hills, Texas has deemed it necessary and in the best interest of the citizens of the City of North Richland Hills to develop the Safe Routes to School project for the Smithfield Middle School area; and

WHEREAS, the Texas Transportation Commission passed Minute order No. 116522, dated August 16, 2023, awarding funding for TASA projects in the 2023 TASA Program Call of the North Central Texas Council of Governments, including the project described herein; and

WHEREAS, said project will enhance pedestrian safety at various intersections and street and sidewalks throughout the Smithfield Middle School Area; and

WHEREAS, the Advance Funding Agreement outlines each party's responsibilities in said project including costs; and

WHEREAS, the total estimated cost to be paid by the City is $116,062.00 with the Federal projects share being $663,596.00 and the state share being $34,524.00; and

WHEREAS, the Street Capital Projects Fund Reserve will provide funding for use in paying the City of North Richland Hills one-hundred percent engineering cost, and one-hundred percent construction cost overruns for said projects; and

WHEREAS, the City of North Richland Hills is willing to share in the cost of the NRH Active Transportation Projects for the Safe Routes to School program, in accordance with the Advance Funding Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, THAT:

SECTION 1. The City Council hereby finds that the recitals set forth above are true and correct and are incorporated into this Resolution as if written herein.

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TxDOT:					Federal Highway Administration:	
CCSJ #	0902-90-292	AFA ID	Z00005985		CFDA No.	20.205
AFA CSJs	0902-90-292				CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	30500			
Project Name	Smithfield Middle School SRTS				*AFA Not Used For Research & Development*	

SECTION 2. The City Council of the City of North Richland Hills, Texas hereby approves an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT).

SECTION 3. The City Council of the City of North Richland Hills, Texas hereby authorizes the City Manager to execute said AFA on behalf of the City of North Richland Hills, Texas.

SECTION 4. The Costs associated with the North Richland Hills Highway Safety Improvement Program from the Street Capital Projects Fund Reserve are hereby approved. This approval includes costs overruns on this project.

SECTION 5. This Resolution shall take effect and be in full force and effect from and after the date of its adoption, and it is so resolved; and all Resolutions of the City Council of the City in conflict herewith are hereby amended or repealed to the extent of such conflict.

PASSED AND APPROVED on this 23rd day of October, 2023.

CITY OF NORTH RICHLAND HILLS

By: _____
Oscar Trevino, Mayor

ATTEST:

_____
Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

_____
Maleshia B. McGinnis, City Attorney

APPROVED AS TO CONTENT:

_____
Caroline Waggoner, Assistant City Manager

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GOVERNMENT CONTRACT AND PURCHASING RIDER
FOR CONTRACTS WITH THE CITY OF NORTH RICHLAND HILLS, TEXAS

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the Contractor, Consultant, Vendor, or other party identified below (collectively "Contractor"), agrees that the terms and conditions herein shall govern all agreements with the City unless otherwise agreed to by **a specifically executed provision** within the contract or purchase order, provided same is permissible by law. The terms are conditions herein are BINDING and SUPERSEDE any and all other terms and conditions whether oral or written in any separate agreement or found on Contractor's website or other electronic platform.

APPLICATION. This **GOVERNMENT CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF NORTH RICHLAND HILLS, TEXAS** ("Government Rider") applies to, is considered a part of, is incorporated into, and takes precedence over any conflicting provision in, or attached to, the Response to Solicitation or Bid, Contract or Purchase Order, Agreement for Purchase or Sale, Standard Terms and Conditions, Quote, Invoice, or other applicable agreement of the Contractor (collectively the "Agreement"), to which this Government Rider is attached and described as follows:

Title of Agreement with Additional Terms: [Texas Department of Information Resources DIR-CPO-5424 for Citywide lease of copiers]
Legal Name of Cooperative Contractor: [Konica Minolta Business Solutions U.S,A.]
Legal Name of Third-Party Contractor (if applicable) (if not applicable enter N/A): [Nova Technology Solutions LLC dba Novatech]
Description of Goods or Services ("Goods or Services"): [Citywide lease of copiers, usage and service]
Cooperative Agreement: [Texas Department of Information Resources (DIR)]
Total Contract Price: $[360,864.00]

Notwithstanding any language to the contrary in the attached Agreement between Contractor and the **City of North Richland Hills ("City")**, individually referred to as a "party" and collectively referred to as the "parties," the parties stipulate by evidence of execution of this Government Rider below by a representative of each party duly authorized to bind the parties hereto, that the parties hereby agree that the provisions in this Government Rider below shall be applicable to and shall modify and supersede the Agreement as set forth below:

SECTION 1. TIME FOR PAYMENT AND INTEREST. The City's payments under the Agreement, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251 of the Texas Government Code. Payment shall be due within thirty (30) days of (i) the date of the City's receipt of the goods under the Agreement; (ii) the date the performance of the services under the Agreement are completed; or (iii) the date the City receives an invoice for the goods or services, whichever is later. Interest on any overdue payment shall not exceed 1% plus the prime rate as published by the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. The City reserves the right to modify any amount due to the Contractor presented by invoice to the City if necessary to conform the amount to the terms of the Contract, the Texas Government Code or this Government Rider. To the extent the Agreement requires the City to agree to a higher rate of interest than allowed by law, or to incur penalties or late fees prior to 30 days before receipt of invoice or services, any such requirements shall be null and void, are hereby deleted from the Agreement and shall have no force or effect.

SECTION 2. INDEMNIFICATION; LIABILITY; NO FUTURE DEBT.

2.1 Multiyear Contracts. If the NRH City Council does not appropriate funds sufficient to make any payment for a fiscal year after the City's fiscal year in which the Agreement becomes effective, and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Agreement shall automatically terminate at the end of the fiscal year for which funds were appropriated, in accordance with Section 5, Article XI of the Texas Constitution. The City shall have the right to terminate the Agreement at the end of any City fiscal year, without any penalty to the City, if the City Council does not appropriate sufficient funds to continue the Agreement to the next fiscal year. The City shall provide Contractor with as much advance written notice of such termination as is reasonably possible, but not less than thirty (30) days.

2.2 No Future Debt. In compliance with Section 5, Article XI of the Texas Constitution, all payment obligations of the City hereunder are subject to the availability of funds. If such funds are not appropriated or become unavailable during the Term of the Agreement, or in any renewal year of the Agreement, the City shall have the right to terminate the Agreement, except for those portions of funds which have been appropriated prior to termination. To the extent the Agreement requires the City to agree to the creation of future debt for which funds are not appropriated, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

2.3 INDEMNIFICATION AND LIABILITY. CONTRACTOR SHALL BE LIABLE FOR, AND SHALL INDEMNIFY AND HOLD THE CITY ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, AND REPRESENTATIVES (collectively "CITY INDEMNITEES") HARMLESS FROM ANY INJURY, LOSS OR DAMAGE DUE TO, OR ARISING OUT OF, THE NEGLIGENT ACTS OR OMISSIONS OR INTENTIONAL MISCONDUCT OF CONTRACTOR. TO THE EXTENT THE AGREEMENT REQUIRES THE CITY TO INDEMNIFY, DEFEND AND/OR HOLD CONTRACTOR OR ANY OF ITS AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, VOLUNTEERS, OR REPRESENTATIVES (collectively the "CONTRACTOR INDEMNITEES") HARMLESS, THE CITY SHALL NOT BE REQUIRED TO DEFEND ANY CONTRACTOR INDEMNITEE UNDER THE AGREEMENT AND THE CITY SHALL ONLY INDEMNIFY OR HOLD ANY INDEMNITEE HARMLESS TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND ONLY TO THE EXTENT SUCH INJURY, LOSS, OR DAMAGE IS DUE TO THE NEGLIGENT ACTS OR OMISSIONS OR INTENTIONAL MISCONDUCT OF THE CITY. THE CITY SHALL NOT BE UNDER ANY OBLIGATION TO CREATE ANY SINKING FUND TO SATISFY ANY OBLIGATION TO INDEMNIFY UNDER THE AGREEMENT. NOTWITHSTANDING ANY OF THE FOREGOING, IN NO EVENT SHALL THE CITY'S LIABILITY EXCEED THE TOTAL AMOUNT OF FEES PAID BY THE CITY UNDER THE AGREEMENT FOR THE PREVIOUS TWELVE MONTH PERIOD. IN NO EVENT SHALL EITHER PARTY BE

LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER THE AGREEMENT. THIS PROVISION SHALL SUPERSEDE ANY OTHER PROVISION OF CONTRACTOR IN ANY SEPARATE AGREEMENT, TERMS AND CONDITIONS, QUOTE OR INVOICE.

SECTION 3. TERMINATION. Notwithstanding Section 2 above, and unless otherwise specifically agreed to by the parties, either party may terminate this Agreement by providing thirty (30) days prior written notice of such termination to the other party. Termination pursuant to this Section shall not relieve the Contractor of any obligation or liability that has accrued prior to cancellation. City shall pay Contractor for any services performed up to the effective date of such termination. **This Agreement is subject to termination, without penalty, at any time the City deems the Contractor to be non-compliant with contractual obligations.** Unless otherwise specifically agreed to by the parties in writing, to the extent the Agreement requires the City to (i) agree to a shorter termination period than thirty (30) days; (ii) agree to automatic renewals not included as a part of the "Term of the Agreement" listed above in this Government Rider; or (iii) incur a termination penalty, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 4. INSURANCE. The City is a Government entity under the laws of the state of Texas, and pursuant to Chapter 2259 of the Texas Government Code, "Self-Insurance by Government Units," the City is self-insured and therefore is not required to purchase insurance. The City shall not be required to purchase an insurance policy under this Agreement. Any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect. The City will provide a letter of self-insured status as requested by Contractor.

SECTION 5. CONFIDENTIALITY. The City is a Government entity under the laws of the State of Texas and all documents or information held or maintained by the City are subject to disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code (the "Act"). To the extent any provision in the Agreement attempts to prevent the disclosure of information that is subject to public disclosure under federal or Texas law, including any provision that prohibits disclosure of the terms and conditions of the Agreement, such provision is invalid. Any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 6. TAX EXEMPTION. The City shall not be liable to Contractor for any federal, state or local taxes for which the City is not liable by law, including state and local sales and use taxes, pursuant to Section 151.309 of Title 3, Texas Tax Code, and federal excise tax, pursuant to Subtitle D of the Internal Revenue Code. Accordingly, those taxes shall not be added to any goods or services under the Agreement. The City shall furnish a copy of the applicable tax exemption certificate upon request from Contractor. If the City is billed for any taxes not in compliance with this Section 6, the City shall be authorized to remit payment less the taxes imposed.

SECTION 7. GOVERNING LAW AND VENUE. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with the laws of the United States and the state of Texas, exclusive of conflicts of laws provisions. Venue for any suit brought under this Agreement shall be in a court of competent jurisdiction in Tarrant County, Texas. To the extent this Agreement is required to be governed by any state law other than Texas or venue in any jurisdiction other than Tarrant County, any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 8. ATTORNEYS' FEES; PENALTIES; LIQUIDATED DAMAGES: The City shall only be liable for attorneys' fees for breach of this Agreement to the extent such attorneys' fees are reasonable and necessary and equitable and just as authorized by Section 271.153 of the Texas Local Government Code. To the extent the attached Agreement requires the City to pay attorneys' fees for any action contemplated or taken, or to incur penalties or liquidated damages in any amount not authorized by Section 271.153, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 9. SOVEREIGN IMMUNITY. Nothing in the Agreement, or herein in this Government Rider, constitutes a waiver of the City's sovereign immunity. To the extent the Agreement requires the City to waive its rights or immunities as a government entity, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 10. ASSIGNMENT. To the extent the Agreement addresses the right to assign any rights or interest in the Agreement to another party, such right of assignment shall be reciprocal, and neither party shall have the right to assign or transfer any of its rights or interests in the Agreement without the express prior written consent of the other party. Notwithstanding, the Contractor shall have the right to assign the Agreement to any entity in which it is a recognized legal affiliate or subsidiary or which such entity obtains a majority interest without the consent of the City; however, Contractor shall give the City at least thirty (30) days' written notice of any such assignment or transfer of interest.

SECTION 11. RIGHT TO TRIAL BY JURY. The City reserves its right to settle disputes by trial by jury. Any such provision in the Agreement that requires the City to waive its right to a trial by jury shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 12. ALTERNATIVE DISPUTE RESOLUTION. To the extent the Agreement requires all disputes to be resolved by binding arbitration, any such provision shall be null and void, is hereby deleted from the Agreement and shall have no force or effect. Prior to instituting litigation under the Agreement, the parties may agree to mediation upon written mutual consent. Any such mediation shall be governed by the applicable rules of the American Arbitration Association, with mediation being held in Tarrant County, Texas. Each party shall share equally in the costs of the mediator, and shall be responsible for its own attorney's fees and expenses.

SECTION 13. LIMITATION ON CLAIMS. Any claim for breach of this Agreement shall be brought within four (4) years in accordance with Texas Civil Practices and Remedies Code Sec. 16.004 and Texas Business and Commerce Code Sec. 2.725. To the extent the Agreement requires a shorter period for limitation on claims, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 14. FORCE MAJEURE. Either party may terminate this Agreement and shall not be liable for any alleged damages or loss due to failure to perform its obligations under this Agreement if the performance is delayed or canceled by reason of a Force Majeure event, including but not limited to, war; civil commotion; acts of God; inclement weather; Government restrictions, regulations, or interferences; fires; labor strikes; material shortages; lockouts, national disasters; epidemics; pandemics; riots; transportation restrictions; or any other circumstances which are reasonably beyond the control of the party.

SECTION 15. RIGHT TO AUDIT. The City shall, until the expiration of three (3) years after final payment under the Agreement, have the right to access and the right to examine and photocopy any directly pertinent books, documents, papers and records, whether electronic or hardcopy (collectively "Records") of Contractor involving transactions under this Agreement to ensure compliance herewith. The City shall have the right to access Contractor's Records during normal working hours and shall provide Contractor with reasonable advance notice of intended audits, but not less than ten (10) business days.

SECTION 16. SUCCESSORS AND ASSIGNS. The parties each bind themselves and their successors, executors, administrators and assigns to this Agreement and to all covenants of this Agreement hereafter.

SECTION 17. CITY'S LOGO OR MARKS. The City's logo is protected by applicable federal and state copyright and trademark laws. Contractor may not use the City's name in a demeaning, obscene or detrimental manner as determined by the City in its sole discretion, and Contractor shall not use the City's logo in any manner, except as specifically approved by the City in writing.

SECTION 18. RIDER CONTROLLING: If any provisions of the attached Agreement, conflict with the terms herein of this Government Rider, are prohibited by applicable law, conflict with any applicable rule, regulation or ordinance of the City, the terms in this Government Rider shall control.

By signature below of an authorized representative, the parties hereby accept and agree to the terms and conditions set forth in this Government Rider.

CITY OF NORTH RICHLAND HILLS:

By: _____
Paulette A. Hartman
City Manager

Date: _____

[Nova Technology Solutions LLC dba Novatech]

DocuSigned by:
By: Scott Stahl
C211115E96C1443...
Name: Scott Stahl
Title: COO

Date: 10/10/2025

ATTEST:

By: _____
Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

By: _____
Bradley Anderle
City Attorney

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NORTH RICHLAND HILLS

(APPENDIX H TO THE PURCHASING POLICY AND PROCEDURES MANUAL)

CITY OF NORTH RICHLAND HILLS
COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement** (**"Customer Agreement"**) is entered into by and between **Nova Technology Solutions LLC dba Novatech.** (**"Reseller"**), an authorized Reseller of **Konica Minolta Business Solutions U.S.A., Inc.** (**"Vendor"**) and the **City of North Richland Hills,** (**"Customer"** or **"Authorized Customer"**), a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the **Texas Department of Information Resources (DIR)** ("Cooperative Entity") and Vendor, Contract No. **DIR-CPO-5424**, as amended, (the "Agreement") with an expiration date of **7/18/2027**. This Customer Agreement includes and shall be governed by (i) the terms and conditions of the Agreement, which are incorporated herein by reference and available online at https://dir.texas.gov/contracts/dir-cpo-5424 or upon request from Reseller, (iii) the attached Reseller Quote/Purchase Order No. **Quote # n/a**, if applicable, and (iii) the Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills Contracts, if applicable, all of which are attached hereto and/or incorporated herein by reference. Authorized Customer is eligible and desires to purchase Citywide lease of copiers, usage and service pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity and will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Reseller agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Reseller agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Reseller agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Reseller with reasonable advance notice of any intended audits.

Purchase Price - Payments under this Customer Agreement shall not exceed $ **360,864.00** ("Purchase Price").

Term - The Term of this Customer Agreement ("Term") shall be for one of the following as selected below (Select the type of contract that applies):

☐ ***Single Purchase Contract*** –The Term shall not exceed one (1) year, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☐ ***Supply / As Needed Contract*** – The Term shall be effective as of October 1st and shall expire on September 30th at the end of FY **26**. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☒ ***Multi-Year Contract*** – The Term shall be for **5** year(s) expiring on **11/30/2030**. This Customer Agreement may be renewed for **0 years.** Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds $50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty.

☐ ***Emergency Purchase*** – Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is $50,000 or more.

(Government Rider - Select if Vendor has additional terms and conditions that apply to this purchase)

☒ ***Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills, Texas*** – If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall separately execute the Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills, Texas ("Government Rider"). Such applicable terms and conditions as set forth in the Government Rider shall supersede any conflicting terms of the Vendor's terms and conditions, and such Government Rider shall control. The Government Rider is attached hereto, incorporated herein by reference and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this _____ day of _____ 20 **25**

.[Signature Page Follows]

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ACCEPTED AND AGREED:

CITY OF NORTH RICHLAND HILLS:

APPROVED: I certify that funds are currently available for this purchase.
☐ **(Check the box if $3,000 or less)**

By: _____
Xiomara Abad, Buyer

Department Director:

By: _____
Printed Name:
Department:

APPROVED:

By: _____ Date: _____
Paulette A. Hartman, City Manager

Or Designee:

By: _____ Date: _____
Name:
Title:

ATTEST:

By: _____
Alicia Richardson, City Secretary/Chief Governance Officer

By: _____
Crystal Dozier, Assistant City Secretary

NRH City Council Action: Y ☐ N ☐

Date Approved:

Agenda Item No:

Ord/Res No.

APPROVED TO FORM AND LEGALITY:

By: _____
Bradley Anderle, City Attorney

Nova Technology Solutions LLC dba Novatech :

DocuSigned by:
By: Scott Stahl
C41115E96C1443...
"Contact: Scott Stahl
Title: COO
Date: 10/10/2025