Duncanville City Council Meeting Agenda

City Council Briefing Room and City Council Chamber
Duncanville City Hall
203 E. Wheatland Road
Duncanville, TX 75116
(972) 780-5017

Tuesday, February 4, 2025
6:00 P.M. - Work Session/Briefing
7:00 P.M. - Regular Session
or immediately following the 6:00 pm Work Session/Briefing

The Duncanville City Hall is accessible to people with disabilities. If you need assistance in participating in this meeting due to a disability as defined under the ADA, please call 972-780-5017 or email city.secretary@duncanvilletx.gov at least three (3) business days prior to the scheduled meeting to request an accommodation.

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purposes of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

Pursuant to Texas Government Code 551.127, one or more members of the governing body may appear via videoconference call. The presiding officer and a quorum of the City Council must be physically present at the above stated location.

The City of Duncanville reserves the right to reconvene, recess or align the Regular Session or called Executive Session or order of business at any time prior to adjournment at the direction and agreement of Mayor and Council.

This is an open meeting conducted in-person and will be broadcast by website and social media channels.

To view the live meeting or previous meetings click on the link below.
https://duncanvilletx.new.swagit.com/views/454/

To submit a comment via email the following information is required:

- Submit a comment by 4:00 p.m. on Tuesday, February 4, 2025.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, February 4, 2025
- First Name, Last Name, and Address

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

A. City Council to receive a briefing on police software, New in Blue. 6 - 7
New in Blue software

B. The City Council will receive a briefing on ASTERRA USA's satellite leak detection and field investigation services, discuss the information, and provide direction if necessary. 8 - 9
Satellite Leak Detection and Field Investigation Briefing

EXECUTIVE SESSION

1. City Council shall convene into closed executive session pursuant to Section 551.071 Texas Government Code to seek legal advice from the City Attorney relating to legal matters and actions with boards and commissions. 10
Executive Session

REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M. OR IMMEDIATELY FOLLOWING THE 6:00 PM WORK SESSION/BRIEFING)

CALL TO ORDER
INVOCATION
PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

The Mayor’s Report, the Councilmembers' Reports, and the City Manager's Report are informational only. There is no Council deliberation or action taken on any of these items.

A. Mayor's Report.

B. Councilmembers' Reports

C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

A. Proclamation for Duncanville ISD Career and Technical Education (CTE) Month 11 - 12
Proclamation for CTE Month

B. Proclamation in recognition of Black History Month. 13 - 16
Proclamation in recognition of Black History Month

3. CITIZENS' INPUT

In-person citizen comments will be heard during the Regular Session. In keeping with the City Council's Rules of Procedure adopted on June 4, 2024, electronic mail comments will no longer be read aloud. Paper copies will be provided to the City Council at the dais. The comments will be made a part of the public record in the minutes.

"Pursuant to Section 551.007 of the Texas Gov't Code, any member of the public has the opportunity to address the City Council concerning any matter of public business or any posted agenda item; however, the Act prohibits the City Council from deliberating any issues not on the public agenda and such non-agenda issues may be referred to City staff for research and any future action; all persons addressing are subject to council adopted rules and limitations permitted by law"

At this time, two-minute comments will be taken from the audience on any topic. To address the Council, please submit a fully completed request card to the City Secretary prior to the beginning of the Citizens' Input portion of the Council meeting. In accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decisions at this time. Issues may be referred to City Staff for research and possible future action.

4. CONSENT AGENDA

The following may be acted upon in one motion. A City Councilmember may request items be removed from the Consent Agenda for individual consideration.

A.	Consider the Minutes for the January 7, 2025, City Council Regular Meeting and January 14, 2025, Joint Meeting. City Council - 07 Jan 2025 - Minutes Joint Meeting w/Library Board - 14 Jan 2025 - Minutes	17 - 24
B.	Consider a resolution awarding a bid and authorizing a cooperative purchasing agreement with Doosan Bobcat North America Inc. to purchase one Bobcat T66 T4 Compact Trac Loader through BuyBoard Cooperative Purchasing Agreement RFP 684-22 Ditching, Trenching, Debris/Scrap, and Other Utility Equipment in the expenditure amount of $107,626.03. Doosan Bobcat North America Inc.	25 - 138
C.	Consider a resolution awarding a bid and authorizing a cooperative purchasing agreement with Intelligent Marking USA, Inc. dba Turf Tank to purchase one Turf Tank 2, GPS painting robot, and software through BuyBoard Cooperative Purchasing Agreement RFP 706-23 Grounds Maintenance Equipment, Parts, and Supplies in the expenditure amount of $47,600.00 Turf Tank	139 - 222
D.	Consider a resolution awarding a bid and authorizing a cooperative purchasing agreement with Rush Truck Center to purchase four Ford F-350 Medium Duty Work Trucks through Buy Board Cooperative Purchasing Agreement RFP 723-23 Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Services in the expenditure amount of $345,186.38.	223 - 519

Rush Truck Centers of Texas, LP

E. Consider a resolution awarding a bid and authorizing a cooperative purchasing agreement with North Texas Trailers LLC to purchase one twenty-two-foot-long tilting bed trailer through BuyBoard Cooperative Purchasing Agreement RFP 687-22 Trailers, Optional Equipment, Parts, and Maintenance Repair Service in the expenditure amount of $14,074.10. 520 - 609

North Texas Trailers LLC

F. Consider a Resolution to approve the creation of the 2025 Bond Advisory Committee and authorize appointments by City Council to the Committee. 610 - 615

Creation of the 2025 Bond Advisory Committee and Member Appointments

G. Consider a Resolution of the City Council of the City of Duncanville, Texas, ordering a Joint Election to be held in the City of Duncanville on Saturday, May 3, 2025, for the purpose of electing a Councilmember At Large, one Councilmember from District 1, one Councilmember from District 3, and one Councilmember from District 5, all of whom shall serve two-year terms. 616 - 628

Election Order

5. ITEMS FOR INDIVIDUAL CONSIDERATION

A. Take any necessary action as a result of the Executive Session.

B. Consider a Resolution approving the establishment of a Duncanville Cultural District Steering Committee, name of the Cultural District, and boundaries of the Cultural District. 629 - 632

Cultural District, Cultural District Committee, and boundaries of the cultural district

C. Consider a Resolution approving the purchase and sale agreement by and between the City of Duncanville, Texas and KKMD Investments, LLC, for property located on the southeast corner of East IH-20 eastbound frontage road and N. Alexander Ave. 633 - 655

Toyota Property

D. Consider a Resolution approving the contract for third-party operations with Library Systems & Services for the Duncanville Public Library. 656 - 707

Library Systems & Services

6. STAFF AND BOARD REPORTS

A. Receive the Parks and Recreation Department Quarterly Report 708 - 727

Parks and Recreation Department Quarterly Report

B. Monthly Financial Report as of December 31, 2024 728 - 761

Receive the Monthly Financial Report as of December 31, 2024

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board

located outside the entrance to the City of Duncanville City Hall, next to the entryway doors, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanvilletx.gov and said Notice was posted **by** the following date and time: **Thursday, January 30, 2025 , by 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.

Chiquita Taylor, City Secretary

"Guns prohibited on these premises by state law unless licensed under Chapter 411, Tex. Gov. Code. Section 46.035 Texas Penal Code."

"Las armas de fuego están prohibidas en estas instalaciones por la ley estatal a menos que estén autorizadas bajo el Capítulo 411 del Código de Gobierno de Texas. Sección 46.035 del Código Penal de Texas."

STAFF REPORT

MEETING: City Council - 04 Feb 2025

TITLE:
City Council to receive a briefing on police software, New in Blue.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:
Matthew Stogner – Chief of Police

BACKGROUND/HISTORY:
The Duncanville Police Department currently relies on an outdated digital system for issuing citations. This system is limited in function, allowing only citation issuance without additional capabilities. Officers must carry both a ticket writer or a mobile phone and a mobile printer, which can be cumbersome. Additionally, syncing these devices is prone to technical issues, often resulting in printing failures or delays.

Beyond hardware limitations, the current system generates antiquated reports that do not support in-depth data searches. This restricts the department's ability to analyze citation trends, officer activity, and other key metrics that could enhance operations and resource allocation.

To improve efficiency and data management, the Police Department proposes replacing the current citation system with New In Blue, a modern, web- and app-based platform. Key benefits of this system include:

- No Printer Required – Instead of printed citations, the system generates a QR code that is provided to the violator. The violator can instantly access their citation via their mobile device.
- Streamlined Operations – Officers no longer need to manage multiple devices, reducing equipment failures and simplifying the citation process.
- Advanced Data Reporting – The system provides improved reporting and search capabilities, allowing the department to analyze enforcement activity more effectively.

As part of this upgrade, the Review The Blue feature would be implemented to enhance community feedback. Two days after an interaction involving a citation, written warning, field interview, tow record, or criminal trespass warning, the system will send the recipient a brief survey via text or email. This survey collects feedback on:

- The officer's performance and professionalism.
- The individual's perception of law enforcement.
- Their overall sense of safety in Duncanville.

This data will help the department assess officer interactions and community trust, providing valuable insights for continued improvement.

The department proposes funding this upgrade using Asset Forfeiture Funds, which aligns with the permissible use of these funds.

The contract for services will be brought back to the City Council for review on the February 18th City Council meeting.

POLICY EXPLANATION:
The Department of Justice has specific guidelines for what is and what is not permitted use. As specified in the Equitable Sharing guidelines, funds received can only be accounted for as revenue once expenditures are identified and made. The funds received will be recorded on the balance sheet as deferred revenue until used.

This contract has been reviewed by Procurement and can be accepted with no needed revisions. The proposed contract will exceed $50,000 and will be considered for approval on a future City Council Agenda.

FUNDING SOURCE:

ORG and Object Number
n/a

Available Budget	**Purchase Amount**	**After Encumber**
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:
n/a

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 04 Feb 2025

TITLE:
The City Council will receive a briefing on ASTERRA USA's satellite leak detection and field investigation services, discuss the information, and provide direction if necessary.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**

STAFF RESPONSIBLE:
Matt Bryant, Director of Public Works

BACKGROUND/HISTORY:
The Utilities Division of Public Works aims to significantly enhance its leak detection efforts by partnering with ASTERRA USA ("ASTERRA"). The proposed collaboration would leverage satellite imagery and data collection techniques to identify areas where drinking water is lost due to our aging infrastructure.

ASTERRA uses patent-protected technology for infrastructure condition assessment, pipe replacement modeling, and leak detection in urban and rural, water or sewage networks, using L-band synthetic aperture radar (SAR) mounted on a satellite. The technology is based on a proprietary algorithm that detects soil moisture resulting from treated water or wastewater leaks, through the analysis of SAR data. This is of considerable value to industry, governments, and citizens. Because the observation point is orbiting 390 miles above the Earth, this allows for simultaneous monitoring of pipes within a large network.

POLICY EXPLANATION:
N/A

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**
N/A	N/A	N/A

ACTION ALTERNATIVES:
N/A

STAFF REPORT

MEETING: City Council - 04 Feb 2025

TITLE:
City Council shall convene into closed executive session pursuant to Section 551.071 Texas Government Code to seek legal advice from the City Attorney concerning City Council liaison to boards and commissions under state law, city home rule charter, and City ordinances.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

STAFF RESPONSIBLE:
Robert Hager, City Attorney

BACKGROUND/HISTORY:
City Council shall convene into closed executive session pursuant to Section 551.071 Texas Government Code to seek legal advice from the City Attorney concerning City Council liaison to boards and commissions under state law, city home rule charter, and City ordinances.

POLICY EXPLANATION:
City Council shall convene into closed executive session pursuant to Section 551.071 Texas Government Code to seek legal advice from the City Attorney concerning City Council liaison to boards and commissions under state law, city home rule charter, and City ordinances.

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	Purchase Amount	After Encumber
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:
1. Other actions as directed by Council.

STAFF REPORT

MEETING: City Council - 04 Feb 2025

TITLE:
Proclamation for Duncanville ISD Career and Technical Education (CTE) Month

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Advance: Marketing Strategy of the City and Community Engagement Plan**
  - **Strengthen communication and engagement within the community while championing the City of Duncanville regionally, nationally, and internationally.**

STAFF RESPONSIBLE:
Chiquita Taylor, City Secretary
Ke'Ryne Smith, Executive Assistant to City Secretary Office

BACKGROUND/HISTORY:
Proclamation for Duncanville ISD Career and Technical Education (CTE) Month

POLICY EXPLANATION:
Proclamation for Duncanville ISD Career and Technical Education(CTE) Month

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	Purchase Amount	After Encumber
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:
1. Other actions as directed by Council.

ATTACHMENTS:
2025 Career & Technical Education Month

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, February has been designated National Career and Technical Education (CTE) Month; and,

WHEREAS, CTE offers students the opportunity to gain the academic, technical and employability skills necessary for career readiness; and,

WHEREAS, about 4,171 secondary students are enrolled in one or more career and technical education (CTE) courses in Duncanville School District; and,

WHEREAS, students in CTE programs participate in authentic, meaningful experiences and apply academic knowledge and skills from across the curriculum which improve the quality of their overall education; and,

WHEREAS, Duncanville is proud to support nine CTE student organizations – Business Professionals of America; DECA Texas Association; Future Business Leaders of America; Family, Career and Community Leaders of America; Texas HOSA-Future Health Professionals; SkillsUSA Texas; Texas Association of Future Educators; Texas FFA Association; and Texas Technology Student Association; and,

WHEREAS, CTE programs prepare students for a variety of careers by offering integrated programs of Study that link secondary and postsecondary education and significantly contribute to college readiness; and,

WHEREAS, ensuring that employers have access to a qualified workforce is crucial to the Texas economy.

NOW, THEREFORE, I, Greg Contreras, Mayor of the City of Duncanville, Texas do hereby call upon all citizens of Duncanville and upon all civic and community organizations to observe February 1 – 28, 2025, as

National Career and Technical Education Month

I call upon all Duncanville citizens to acknowledge the importance of CTE programs, become familiar with the outstanding programs delivered by exceptional CTE teachers in Duncanville and to enhance support for these programs to enhance college and career readiness for all Duncanville students.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed on this 4th day of February, 2025.

Mayor, The City of Duncanville

STAFF REPORT

MEETING: City Council - 04 Feb 2025

TITLE:
Proclamation in recognition of Black History Month.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Advance: Marketing Strategy of the City and Community Engagement Plan**
  - **Strengthen communication and engagement within the community while championing the City of Duncanville regionally, nationally, and internationally.**
- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:

Black History Month is an annual celebration of achievements by African Americans and a time for recognizing their central role in U.S. history. Also known as African American History Month, the event grew out of "Negro History Week," the brainchild of noted historian Carter G. Woodson and other prominent African Americans. The event was first celebrated during the second week of February 1926, selected because it coincides with the birthdays of both Abraham Lincoln (February 12) and abolitionist/writer Frederick Douglass (February 14). Since 1976, every U.S. president has officially designated the month of February as Black History Month. Other countries worldwide, including Canada and the United Kingdom, also devote a month to celebrating Black history.

When Carter G. Woodson established Negro History week in 1926, he realized the importance of providing a theme to focus the public's attention. The theme for 2025 is, "African Americans and Labor", a powerful reflection on the pivotal role that the hard work of African Americans has played in shaping our country's history.

POLICY EXPLANATION:
N/A

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
Proclamation - Black History Month 2025
Black History Month Fireside Chat Flyer

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, in 1976, Black History Month was formally adopted to honor and affirm the importance of Black History throughout our American experience; and

WHEREAS, the history of people of African heritage goes back thousands of years and includes some of the greatest, most advanced and innovative societies in the history of human existence; and

WHEREAS, African Americans have played a significant role in history, from the early days of the pioneers to our present day leaders in such industries as aerospace, finance, international trade, and government; and

WHEREAS, Black History Month is a time for all Americans to reflect on the rich history and teachings of African Americans whose contributions are vast and wide; and

WHEREAS, during Black History Month all Americans are encouraged to reflect on the rich history and teachings of African-Americans and bear witness to the progress, beauty, and achievements they have made throughout our region; and

WHEREAS, when Carter G. Woodson established Negro History week in 1926, he realized the importance of providing a theme to focus the public's attention; and

WHEREAS, the theme for 2025 is, "African Americans and Labor" a powerful reflection on the pivotal role that the hard work of African Americans has played in shaping our country's history.

NOW, THEREFORE, I, Greg Contreras, Mayor of the City of Duncanville, Texas do hereby proclaim February as

BLACK HISTORY MONTH

in the City of Duncanville and urge all citizens to join me in celebrating the collective ingenuity, creativity, cultures, and traditions of African Americans and encourage everyone to participate in events honoring the contributions of Black Americans.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 4th day of February, 2025.

Mayor, The City of Duncanville

Duncanville
City of Champions

BLACK HISTORY MONTH
FIRESIDE CHAT

Thursday, February 20
6:00 PM - 8:00 PM

Experience an engaging fireside chat with influential community leaders championing diversity, equity, and inclusion.

Light refreshments will be provided

D.L. Hopkins Jr. Senior Center

206 James Collins Blvd. Duncanville, TX

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Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, January 7, 2025

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, January 7, 2025, at 6:00 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT:

Councilmember At-Large DeMonica Gooden
Councilmember Joe Veracruz
Councilmember Don McBurnett
Mayor Pro Tem Jeremy Koontz
Councilmember Karen Cherry-Brown
Mayor Greg Contreras
Councilmember Kyle Pennebaker

COUNCIL ARRIVING AT:

COUNCIL ABSENT:

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

Mayor Contreras read the item into the record, and City Manager Finch reviewed each item.

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

The Briefing Session was adjourned at 6:57 p.m.

In the interest of time, the Executive Session was moved to after the Regular Session items.

A. ***City Council to receive a briefing on the latest updates from the Southwest Regional Communications Center (SWRCC).***
Presented by SWRCC Director, Tamara Bell.

B. ***City Council to receive a briefing on Star Transit providing services to the City of Duncanville.***
Presented by Kim Britton and Tommy Hendricks with Star Transit.

C. ***Council to receive a briefing on eliminating underused polling locations for the May 3, 2025 election***
Item moved to Staff and Board Reports item 6G.

D. ***The Duncanville Arts Commission has recommended to the City Council that Armstrong Park be designated as a Cultural District and named the Armstrong Park Cultural District. On October 29, 2024, the City Council requested community feedback. A digital survey was created by the Arts Commission in collaboration with city staff and was published on December 9, 2024, and distributed using social media and the city's email newsletter. The survey has received 87 responses.***
Item moved to Proclamations and Presentations item 2B.

EXECUTIVE SESSION

The Executive Session was called into session at 11:16 p.m. and Mayor Contreras read the item into the record.

The Council closed the Executive Session at 11:51 p.m.

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1. ***City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney on the same topic.***

2. ***City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located east of Main St., south of Davis, west of Cockrell Hill, and north of Danieldale, and pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same.***

3. ***City council shall convene into closed executive session pursuant to Section 551.074, Texas Government Code to deliberate the appointment, evaluation, duties, discipline or dismissal of a public officer; to wit, a member of the Type B, Board Member of the Duncanville Community Economic Development Corporation for non-participation.***

REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M. or immediately following the 6:00 pm Work Session/Briefing)

The City Council convened into the Regular Session in the Council Chambers at 7:10 p.m. with Mayor Contreras presiding.

Jane Graner of Trinity United Methodist Church delivered the Invocation.

Mayor Contreras led the Pledge of Allegiance and Texas Pledge.

1. REPORTS

A. ***Mayor's Report.***
Mayor Contreras commented on his excitement for the great things ahead for Duncanville.

B. ***Councilmembers' Reports***
Councilmember McBurnett thanked Interim Assistant City Manager David Kees for his service to the city and wished him the best on his new endeavors. He also gave best wishes for 2025 to the citizens of Duncanville.

C. ***City Manager's Report.***
City Manager Finch updated citizens on the impending inclement weather on Thursday and Friday. He stated a possible warming center will be opened at the Recreation Center if needed. He then thanked David Kees for his work in City Administration and wished him well on his new endeavor.

2. PROCLAMATIONS AND PRESENTATIONS

A. ***Receive a draft report and discuss the highlights of the Ladd Nature Preserve master plan.***
Presented by Parks and Recreation Director Bart Stevenson. Councilmember Gooden stated she was excited about the educational opportunities and the possibilities for the Ladd property. Mayor Pro Tem Koontz stated he would like to get a probable cause for each phase and asked about the next phase. Mr Stevenson stated the next phases are concept, permitting, and design. City Manager Finch stated he is expecting to have the final draft thirty days out.

B. ***The Duncanville Arts Commission has recommended to the City Council that Armstrong Park be designated as a Cultural District and named the Armstrong Park Cultural District. On October 29, 2024, the City Council requested community feedback. A digital survey was created by the Arts Commission in collaboration with city staff and was published on December 9, 2024, and distributed using social media and the city's email newsletter. The survey has received 87 responses.***
Presented by Marketing and Communications Director Alex Hamby. Mayor Pro Tem Koontz expressed his thoughts that the Arts Commission survey would be up to interpretation. He would like to look for boundaries outside of Armstrong Park and would like to incorporate housing in the district. Councilmember Gooden asked the council what they would like to see in the cultural district. Mayor Contreras stated the questions in the survey did not

Draft

clarify not renaming Armstrong Park. Councilmember Pennebaker would like copies of the results. After further discussion, Councilmember Gooden requested additional discussion on this topic in a workshop. This request was approved by a consensus of the council.

3. CITIZENS' INPUT

"Pursuant to Section 551.007 of the Texas Gov't Code, any member of the public has the opportunity to address the City Council concerning any matter of public business or any posted agenda item; however, the Act prohibits the City Council from deliberating any issues not on the public agenda and such non-agenda issues may be referred to City staff for research and any future action; all persons addressing are subject to council adopted rules and limitations permitted by law"

At this time, two-minute comments will be taken from the audience on any topic. To address the Council, please submit a fully-completed request card to the City Secretary prior to the beginning of the Citizens' Input portion of the Council meeting. In accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decisions at this time. Issues may be referred to City Staff for research and possible future action.

To view the live meeting or previous meetings click on the link below.
https://duncanvilletx.new.swagit.com/views/454/

To submit a comment via email the following information is required:

- Submit a comment by 4:00 p.m. on _
- Email citysecretary@duncanvilletx.gov
- Email title: Public Comment – _
- First Name, Last Name, and Address

Mayor Contreras read the item into the record. City Attorney Hager stated that personnel matters were not the responsibility of the council but of city management. Advised anyone speaking on a personnel matter could speak but their comments may not be helpful to the employee and could be used in case of an appeal.

The following spoke during the Citizens Input Period:

Erika Browning
442 E. Cherry St.
Cultural District; Beautification grants; public comments

Edna Rodriguez
615 Crestside Dr.
Water utility bill

Twyla Abdullah
Karsen Abdullah
1002 Olson Pl

Reese Edwards
226 Mizell St
landscaping ordinance; Ladd Nature Preserve

Patricia Ebert
115 S Greenstone Ln
Renovations of Library, Rec Center, and Sr. Center

4. CONSENT AGENDA

A. ***Consider a Resolution authorizing contractual legal services with Nichols Jackson for city attorney services for Robert Hager; and authorizing the City Manager to execute the necessary documents related to expenditures.***

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RES 2025-395

B. ***Consider a Resolution to approve the use of Hotel-Motel Funds to purchase an Emergency Response Cart to be used for Special Events.***

RES 2025-396

C. ***Consider a Resolution authorizing a contract renewal for food and beverage services with Ben E. Keith at the Duncanville Fieldhouse in an amount not to exceed $150,000.00 for Fiscal Year 2025.***

RES 2025-387

D. ***Consider a Resolution of the City Council of the City of Duncanville, Texas, authorizing the three (3) additional one (1) year periods for Janitorial and Portal Services at the Duncanville Fieldhouse with Global Building Maintenance Inc., as awarded through RFP 22-0032, for a total contract period not to exceed five years, and a unit bid amount with an estimated expenditure of $348,076.39 over the next three (3) years.***
RES 2025-394

E. ***Consider authorizing the Sale of Property of 4 Belmont Pl, Duncanville, Texas 75116; and authorizing the City Manager to execute the necessary documents.***

RES 2025-392

F. ***Consider a Resolution awarding RFQ 24-0031 Pre-Qualified Engineering and Architectural Services 3-Year Pool and authorizing indefinite-delivery/indefinite-quantity master service agreements with the firms outlined in Exhibit A to provide engineering and architectural services to the City of Duncanville from January 7, 2025, through January 7, 2028, not exceeding a total contract amount per firm of $300,000.00 over the three years.***
Item moved to Individual Consideration item 5J.

5. ITEMS FOR INDIVIDUAL CONSIDERATION

A. ***Take any necessary action as a result of the Executive Session.***
No action taken.

B. ***City Council to hold a public hearing on a request for an amendment to the Wheatland Plaza Planned Development***
Presented by Economic Development Director Victor Barrera and applicant Monte Anderson with Wheatland Plaza.

Mayor Contreras opened the public hearing at 8:34 pm.
Spoke in favor:
None

Spoke in opposition:
None

Councilmember Don McBurnett made a motion to closed the public hearing, Mayor Pro Tem Jeremy Koontz seconded the motion. The vote was cast 7 for, 0 against.

Mayor Contreras closed the public hearing at 8:36 pm.

Mayor Pro Tem Koontz requested to specifically add Townhomes as a permissible use although the ordinance already stated multi-family. Attorney

Draft

Hager suggested removing the communication tower as a permitted use from the Letter Of Request.

C. ***Consider authorization of a grant in the amount of $9,000 to the Fire Department for the City's Insurance Service Office (ISO) Rating Review***
Presented by Victor Barrera.

RES 2025-391

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember Kyle Pennebaker seconded the motion. The vote was cast 7 for, 0 against.

D. ***Consider approval of $11,390.00 Beautification Grant for Banner Replacement Project***
Presented by Economic Development Coordinator Marcela Perez and Assistant Parks and Recreation Director Tyler Agee.

RES 2025-388

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember Karen Cherry-Brown seconded the motion. The vote was cast 7 for, 0 against.

E. ***Consider approval of $4,960.00 Landscaping/Hanging Flower Basket Beautification Grant***
Presented by Marcela Perez.

RES 2025-389

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember Joe Veracruz seconded the motion. The vote was cast 7 for, 0 against.

F. ***Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to Cortina Worldwide, LLC, in an amount not to exceed $300,000.00 for a building located at 220 N. Main St, Duncanville, Texas 75116***
Presented by Victor Barrera and Monte Anderson with the applicant available on the phone to answer questions. Councilmember McBurnett proposed that the sales tax generated from catering would be designated for Duncanville and that Duncanville receive the sales tax from remodeling construction. Councilmember Pennebaker proposed to only consider the catering option as the construction is a one-time option.

RES 2025-398

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember Kyle Pennebaker seconded the motion. The vote was cast 7 for, 0 against.

G. ***Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to Sistergirls' Kitchen, LLC in an amount not to exceed $6,000 for exterior signage for a building located at 106 and 108 North Cedar Ridge Drive, Duncanville, Texas 75116***
Presented by Victor Barrera.

RES 2025-393

Mayor Pro Tem Jeremy Koontz made a motion to approve the item as stated, Councilmember Don McBurnett seconded the motion. The vote was cast 7 for, 0 against.

H. ***Consider a Resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to Ferrante Hair Studio in an amount not to exceed $10,500 for a building located at 807 S. Main Street, Duncanville, Texas 75137.***

Draft

Presented by Victor Barrera. Applicant Giuliano Ferrante was present to answer questions.

RES 2025-399

Mayor Pro Tem Jeremy Koontz made a motion to approve the item as stated, Councilmember Don McBurnett seconded the motion. The vote was cast 7 for, 0 against.

I. ***Consider appointments to fill vacancies on Boards and Commissions including Zoning Board of Adjustment, City Planning & Zoning Commission, Duncanville Community and Economic Development Corporation Board (DCEDC), Duncanville Neighborhood Vitality Commission, Library Advisory Board, and Multicultural Commission.***
Presented by City Secretary Chiquita Taylor.

RES 2025-397

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember At-Large DeMonica Gooden seconded the motion. The vote was cast 7 for, 0 against.

J. ***Consider a Resolution awarding RFQ 24-0031 Pre-Qualified Engineering and Architectural Services 3-Year Pool and authorizing indefinite-delivery/indefinite-quantity master service agreements with the firms outlined in Exhibit A to provide engineering and architectural services to the City of Duncanville from January 7, 2025, through January 7, 2028, not exceeding a total contract amount per firm of $300,000.00 over the three years.***
Presented by Public Works Director Matt Bryant. Mayor Pro Tem Koontz expressed his concerns about the architectural services part of the resolution. Mr. Finch explained the purpose of the addition of the architectural firm.

RES 2025-390

Mayor Pro Tem Jeremy Koontz made a motion to approve the consent agenda, Councilmember Don McBurnett seconded the motion. The vote was cast 7 for, 0 against.

6. STAFF AND BOARD REPORTS

A. ***Council briefing on proposed Ordinance relating to Automotive Repair, Council to provide feedback for further future review.***
Presented by Doug Finch and Neighborhood Services Officer Joseph Scott. Mayor Pro Tem Koontz and Councilmember Gooden stated their support of this ordinance.

B. ***City Council to receive a briefing on a proposed Complete Streets Policy***
Presented by Doug Finch.

C. ***City Council to receive briefing and discuss possible creation of a Charter Amendment Committee***
Presented by Doug Finch.

D. ***City Council to receive a briefing from the City Manager and discuss the possible creation of a 2025 Bond Committee.***
Presented by Doug Finch.

E. ***Council to receive a briefing on the possible creation of a Conservation Fund, and a Conservation Fund Policy; discussion with the City Manager and possibly provide direction.***
Presented by Doug Finch.

F. ***Monthly Financial Report as of November 30, 2024***
Presented by Budget Administrator Jennifer Otey.

G. ***Council to receive a briefing on eliminating underused polling locations for the May 3, 2025 election.***
Presented by Chiquita Taylor. A consensus of the council agreed to a reduction in polling locations.

Draft

Mayor Contreras recessed the Regular Session at 11:12 p.m. to convene into Executive Session.

Mayor Contreras reconvened the Regular Session at 11:52 p.m.

ADJOURNMENT

The meeting was adjourned at 11:52 p.m.

APPROVED:

_____

CITY SECRETARY

Draft

Duncanville City Council Joint Meeting with Library Board Minutes Tuesday, January 14, 2025

CALL TO ORDER

A joint meeting of the Duncanville City Council was called to order on Tuesday, January 14, 2025, at 6:32 p.m. in the Library Meeting Room at the Duncanville Library with a quorum to wit:

COUNCIL PRESENT:

Councilmember At-Large DeMonica Gooden
Councilmember Joe Veracruz.
Councilmember Don McBurnett
Mayor Pro Tem Jeremy Koontz
Councilmember Karen Cherry-Brown
Mayor Greg Contreras
Councilmember Kyle Pennebaker

COUNCIL ARRIVING AT:

COUNCIL ABSENT:

1. **Receive Public Comments**

   Patricia Ebert
   115 S. Greenstone
   Friends of the Library

   Ferne Weimer
   403 Oak Leaf Dr.
   Library programs

   Emily Bridges
   418 Oleander St.
   Library

   Mark Graham
   410 Santa Fe Trail
   Library programs

2. **Tour of the Library**
   Led by Assistant Library Director Hannah Olsen

3. **Discussion between the Council, the Library Board, Friends of the Library, and Library Systems & Services (LS&S) regarding the vision for the Duncanville Public Library**

   The presentation by LS&S was done before the discussion. LS&S exited the discussion after their presentation at 8:01 p.m.

   City Manager Finch opened the discussion by commenting on the evolution of libraries and asking how we can make the Duncanville Library better.

ADJOURNMENT

The meeting was adjourned at 9:17 p.m.

ATTEST:

_____
CITY SECRETARY

STAFF REPORT

MEETING: City Council - 04 Feb 2025

TITLE:
Consider a resolution awarding a bid and authorizing a cooperative purchasing agreement with Doosan Bobcat North America Inc. to purchase one Bobcat T66 T4 Compact Trac Loader through BuyBoard Cooperative Purchasing Agreement RFP 684-22 Ditching, Trenching, Debris/Scrap, and Other Utility Equipment in the expenditure amount of $107,626.03.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**

STAFF RESPONSIBLE:
Tyler Agee, Assistant Director of Parks and Recreation
Robert Hansen, Equipment Services Superintendent

BACKGROUND/HISTORY:

The City of Duncanville's Equipment Services Division of the Public Works Department manages the acquisition, maintenance, repair, and replacement of fleet vehicles and equipment used across City departments. Per the Fleet Rotation Schedule, fleet vehicles and equipment are scheduled for replacement every 10 years. Before replacement, each unit is assessed to determine if it can still be used.

The following 2005 Case Front End Loader 570MXT, used by the Parks and Recreation Department, is scheduled for replacement:

- Unit 7004-05

The unit will be replaced with a Bobcat T66 T4 Compact Trac Loader, which includes the latest specifications and attachments necessary for trenching, grading, debris handling, and other critical tasks required by the department.

The new Bobcat T66 T4 Compact Trac Loader will enhance the operational efficiency of the Parks and Recreation Department by incorporating advanced features, such as:

- A comfort package that includes an enclosed HVAC cab, heated adjustable seat, and sound reduction.
- High-flow hydraulics for optimized performance of attachments like augers, trenchers, and grapples.
- Robust attachments, including a stump grinder, soil conditioner, and pallet forks.

This equipment is designed for durability and performance, making it ideal for year-round operations.

Unit 7004-05 will not be auctioned off now but will instead be repurposed and used at the service center and by other departments.

POLICY EXPLANATION:
State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any state law requiring that the local government seek competitive bids to purchase the item. The Texas Local Government Code Chapters 271 and 791 allow government agencies to participate voluntarily in these cooperative arrangements.

Budget note. There are four items requested on this agenda from the same funding source. If all are approved the total purchase amount will be $514,486.51, leaving a balance of $758,949.

FUNDING SOURCE:

ORG and Object Number
415-700885

Available Budget	**Purchase Amount**	**After Encumber**
$1,273,435.51	$107,626.03	$1,165,809.48

ACTION ALTERNATIVES:

1. Approve the resolution to award the bid and authorize the cooperative purchasing agreement withDoosan Bobcat North America Inc. to purchase one Bobcat T66 T4 Compact Trac Loader through BuyBoard Cooperative Purchasing Agreement RFP 684-22 in the expenditure amount of $107,626.03.
2. Do not approve the resolution and provide alternative direction to staff.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2025-415 - Doosan Bobcat North America Inc. - Pdf

RESOLUTION NO. 2025-415

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING A BID AND AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH DOOSAN BOBCAT NORTH AMERICA INC. TO PURCHASE ONE BOBCAT T66 T4 COMPACT TRAC LOADER THROUGH BUYBOARD COOPERATIVE PURCHASING AGREEMENT RFP 684-22 IN THE EXPENDITURE AMOUNT OF $107,626.03, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to procure fleet equipment for citywide operations to ensure efficient and reliable maintenance of public spaces and facilities; and

WHEREAS, the BuyBoard Cooperative Purchasing Program has solicited sealed bids for Ditching, Trenching, Debris/Scrap, and Other Utility Equipment under RFP 684-22, and a contract was awarded to Doosan Bobcat North America Inc.; and

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with the BuyBoard Cooperative Purchasing Program; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award a bid and authorize a cooperative purchasing agreement with Doosan Bobcat North America Inc. to purchase one Bobcat T66 T4 Compact Trac Loader through BuyBoard Cooperative Purchasing Agreement RFP 684-22 in the expenditure amount of $107,626.03, attached hereto and incorporated herein as Exhibit A, and authorizes the City Manager to execute the necessary documents related to said expenditures.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The City Council of the City of Duncanville, Texas, hereby awards a bid and authorizes a cooperative purchasing agreement with Doosan Bobcat North America Inc. to purchase one Bobcat T66 T4 Compact Trac Loader through BuyBoard Cooperative Purchasing Agreement RFP 684-22 in the expenditure amount of $107,626.03, attached hereto and incorporated herein as Exhibit A, and authorizes the City Manager to execute the necessary documents related to said expenditures.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 4th day of February, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Quotation Number: **TL493634**
Quote Sent Date: **Jan 22 2025**
Expiration Date: **Feb 23 2025**
Prepared By: **Todd Lewis**
Phone: 214-869-6161
Email: tlewis@bobcatofdallas.com

Customer
City of Duncanville
Phone: +1 972 780 5062

Contact

Dealer
Bobcat of North Texas - Lewisville, Lewisville, TX
1302 SOUTH STEMMONS FREEWAY

Item Name	Item Number	Quantity	Price Each	Total
T66 T4 Bobcat Compact Track Loader	M0349	1		$66,405.00
Standard Equipment: 74.0 HP Tier 4 V2 Bobcat Engine Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Bobcat Standard Cylinder Cushioning - Lift, Tilt Engine/Hydraulic Performance De-rate Protection Glow Plugs (Automatically Activated) Horn		Instrumentation: Standard 5" Display (Rear Camera Ready) with Keyed Ignition, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, auto idle, and security lockouts. Lift Arm Support Lift Path: Vertical Lights, Front and Rear LED Operator Cab Includes: Adjustable Suspension Seat, Top and Rear Windows, Parking Brake, Seat Bar and Seat Belt Roll Over Protective Structure (ROPS) meets SAE-J1040 and ISO 3471 Falling Object Protective Structure (FOPS) meets SAE-J1043 and ISO 3449, Level I; (Level II is available through Bobcat Parts) Parking Brake: Spring Applied, Pressure Released (SAPR) Solid Mounted Carriage with 4 Rollers Tracks: Rubber, 12.6" Wide Counter Weights - 200lbs Telematics - Machine IQ Warranty: 2 years, or 2000 hours whichever occurs first			
Comfort Package *Included:* Comfort Package:, Enclosed HVAC Cab, Radio, Adjustable Heated Cloth Air Ride Seat, Power Bob-Tach, Solid Undercarriage, 5" Display, Premium Lights, Keyless Start, Two-Speed Travel, 7-Pin Attachment Control, Dual Direction Bucket Positioning, Rear Camera, Sound Reduction	M0349-P11-C07	1		
Selectable Joystick Controls	M0349-R01-C04	1		
15.7" C-Pattern Rubber Track *Included:* 15.7" C-Pattern Rubber Track	M0349-R09-C02	1		
High-Flow Hydraulics	M0349-R03-C03	1		
7" Touch Display	M0349-R08-C03	1		
74" Heavy Duty Bucket	7272680	1		1644.49
Bolt-On Cutting Edge, 74"	6718007	1		
20PH Auger Drive Unit	7501035	1		2881.16
Standard Duty Bit, 12" Single Flight (2" Hex)	7500767	1		

Auger Mounting Frame Kit - Bobtach	7508119	1		
4K Heavy Duty Pallet Fork Frame	7294305	1		1076.00
48" 4K Heavy Duty Pallet Fork Teeth	6540182	1		
LT313 Trencher	M7015	1		6846.08
CHAIN 3FT DS CC/6IN	M7015-R01-C03	1		
SGX 60 Stump Grinder	7112201	1		9757.64
Soil Conditioner, 72-in. Hydraulic Angle and Depth for High Flow machines 74" Industrial Grapple Bucket 7488345	7135944	1		10,158.16
$5573.00				
	Total for T66 T4 Bobcat Compact Track Loader			$104,341.53

Quote Total - USD	
Dealer P.D.I.	400.00
Freight Charges	1,525.00
Destination Charges	1,112.00
Dealer Assembly Charges	247.50
Quote Total - USD	$107,626.03

Notes:
BUYBOARD 685-22

Customer Acceptance:
Quotation Number: **TL493634** Purchase Order:_____

Authorized Signature:

Print:_____ Sign:_____

Date:_____ Email:_____ Tax Exempt: Y ☐ / N ☐

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

October 22, 2024

Sent via email to: heather.messmer@doosan.com

Heather Messmer
Doosan Bobcat North America Inc (formerly Clark Equipment Company)
250 East Beaton Dr.
West Fargo, ND 58078

Re: Ditching, Trenching, Debris/Scrap and Other Utility Equipment
BuyBoard Contract 684-22

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Ditching, Trenching, Debris/Scrap and Other Utility Equipment, Contract 684-22, for which the current term is set to expire November 30, 2024. At this time, the BuyBoard is renewing your contract through November 30, 2025. This will be the final renewal of this contract.

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.

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

final renewal v.02.13.2020

Endorsed by TASB TASA TML TEXAS Texas Association of School Boards TASBO

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

October 12, 2022

Sent Via Email: Jesse.rheault@doosan.com

Bobcat Company
Clark Equipment Company
250 East Beaton Drive
West Fargo, ND 58078

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 684-22, Ditching, Trenching, Debris/Scrap and Other Utility Equipment

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, 2022 through November 30, 2023, 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. 684-22 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. 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,

Lana Rybaski, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

Endorsed by TASB TASA TML TEXAS

October 12, 2022

Sent Via Email: Jesse.rheault@doosan.com

Bobcat Company
Clark Equipment Company
250 East Beaton Drive
West Fargo, ND 58078

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 684-22, Ditching, Trenching, Debris/Scrap and Other Utility Equipment

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, 2022 through November 30, 2023, 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. 684-22 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. 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,

Lana Rybaski, Bid Analyst
Texas Association of School Boards, Inc., Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021

P.O. Box 400, Austin, Texas 78767-0400
800.695.2919 • buyboard.com

BuyBoard PURCHASING COOPERATIVE

12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Ditching, Trenching, Debris/Scrap and Other Utility Equipment

Proposal Due Date/Opening Date and Time: June 16, 2022, at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Invitation Number: 684-22

Contract Term: December 1, 2022, through November 30, 2023, with two possible one-year renewals.

Anticipated Cooperative Board Meeting Date: October 2022

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.

Clark Equipment Company
Name of Proposing Company

6/14/2022
Date

250 East Beaton Drive
Street Address

Signature of Authorized Company Official

West Fargo, ND 58078
City, State, Zip

Jeremy Holck
Printed Name of Authorized Company Official

701-241-8759
Telephone Number of Authorized Company Official

Vice President Sales
Position or Title of Authorized Company Official

855-608-0681
Fax Number of Authorized Company Official

38-0425350
Federal ID Number

BuyBoard PURCHASING COOPERATIVE
12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial:

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

Initial: _____

BuyBoard PURCHASING COOPERATIVE
12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

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		
Clark Equipment Company	250 East Beaton Drive		
City	**State**	**Zip Code**	
West Fargo	ND	58078	

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

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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.

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NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☒ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial: _____

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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

BuyBoard accepted deviations.

☐ **No**; Deviations
☑ **Yes**; Deviations

List and fully explain any deviations you are submitting:

E.5 & E.6(a) - To the cost elements specifically mentioned (freight, delivery, handling, etc) in these paragraphs, Bobcat Company adds: any manufacturer imposed surcharges.

Initial

Clark Equipment Company
250 East Beaton Drive
West Fargo, ND 58078
T: 701-241-8700

November 21, 2022 Subj: 684-22

Exceptions:

As requested on the Deviation and Compliance, page 17 of the response packet, we request the ability to separately quote any manufacturer imposed material & logistics surcharges. Below is a sample of the revisions to subpart E.5 and E.6(a):

Paragraph two under subpart E.5 **Packaging, Transportation, and Delivery**

> Vendor is responsible for paying all freight, delivery, handling, manufacturer-imposed surcharges and other charges incurred in transporting and delivering products to a Cooperative member, and for the risk of loss until the product is delivered to and accepted by the Cooperative member. Freight, delivery, handling, surcharges and other charges incurred in transporting and delivering products to a Cooperative member are to be prepaid by Vendor. Vendor may collect the actual amount of such charges after delivery and acceptance, provided that the charges (a) are reasonable, (b) were disclosed to the Cooperative member, if requested, and in all instances in which the charges exceed ten percent (10%) of the total cost of the order, prior to shipment; (c) are itemized and shown separately on the member's invoice; and (d) are supported by appropriate documentation submitted with the invoice.

5. Paragraph (a) under subpart E.6 **Packing Lists, Invoices and Payments**

> Packing lists or other suitable shipping documents must accompany each shipment of tangible goods included in this Proposal Invitation and state: (a) Vendor's name and address; (b) Cooperative member's name and address or delivery location; (c) Cooperative member's Purchase Order number; (d) descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, and total number of containers; and (e) copies of all product warranties for the item(s) delivered. Vendor must submit separate invoices, in duplicate, on each Purchase Order after each delivery. Invoices must (a) contain the information stated above; (b) separately itemize any transportation, manufacturer-imposed surcharges and delivery charges, and include associated documentation; (c) include a properly signed copy of the delivery receipt; and (d) be mailed directly to the ordering Cooperative member. Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing and must not be separately itemized in the invoice.

If you think that this cost element would fit better in another areas of the terms please let me know.

Clark Equipment Company
250 East Beaton Drive
West Fargo, ND 58078
T: 701-241-8700

November 21, 2022

Subj: 684-22

Detailed Information Related to Discount %

Clark Equipment Company is the legal name for two brands offered under our proposal, Bobcat Company and Doosan Portable Power. We take pride in empowering operators to save time, effort and money while working in the toughest conditions and tightest situations. To support this commitment, we are pleased to offer our complete catalog of equipment deeply-discounted, off the published list prices. Our intent to be able to offer our complete line-up equipment to facility of construction equipment to the cooperative:

Clark Equipment Company dba Bobcat Company	
Skid Steer Loaders, Compact Track Loaders, Excavators and Telehandlers	24.0%
Compact Wheel loaders, Small Articulating loaders, Mini Track loaders and Tractors	20.0%
Utility Vehicles	18.0%
Toolcat™ Utility Work Machines	15.0%
Attachments	24.0%

Clark Equipment Company dba Doosan Portable Power	
Air Compressors	36.0%
Generators	36.0%
Light Towers	36.0%
Light Compaction Equipment	36.0%

The above discounts are to be applied to the Suggested List Price of the item, options and attachments. Parts, Non-OEM Parts or attachments, extended warranties or preventative maintenance plans may also be quoted but are not discounted. Freight, delivery, handling, surcharges and other charges incurred in transporting and delivering products may also be added to Cooperative Quotes.

Thank you for this opportunity to earn your business. If you have any questions, please don't hesitate to contact me at (701) 241-8759.

Respectfully,

Jesse Rheault
Government Contract Manager
Clark Equipment Company
Mobile: 701-630-5134

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VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initials

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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: The attached supporting documents may contain copyrighted materials, ©2022 Bobcat Company. All rights reserved.

(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:**

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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:

BuyBoard PURCHASING COOPERATIVE
12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

10. Procurement of Recovered Materials:
For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

■ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:
Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

■ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

■ **YES**, I agree. ☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:
For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

■ **YES**, I agree. ☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial:

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COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Clark Equipment Company
Company Name

Signature of Authorized Company Official

Jeremy Holck - Vice President Sales
Printed Name and Title

6/14/2022
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: Clark Equipment Company

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ■ Corporation ☐ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): Delaware

Federal Employer Identification Number: 38-0425350

(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.)*

Bobcat Company & Doosan Portable Power

Form **W-9**
(Rev. March 2024)
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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Doosan Bobcat North America, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

250 East Beaton Dr.

Requester's name and address (optional)

6 City, state, and ZIP code

West Fargo, N.D. 58078

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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

3	8	–	0	4	2	5	3	5	0

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** [signature] **Date** 7/25/2024

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0046

066133.368505.384133.29265 1 MB 0.561 693

DOOSAN BOBCAT NORTH AMERICA INC
% KATHLEEN MERKEL
250 E BEATON DR
WEST FARGO ND 58078-2656

066133

CUT OUT AND RETURN THE VOUCHER BELOW IF YOU HAVE AN INQUIRY OR A RESPONSE.
DO NOT USE IF YOU ARE MAKING A PAYMENT.

The IRS address must appear in the window.

0423605625

BODCD-

Use for inquiries only
Letter Number: LTR0147C
Letter Date : 2023-09-27
Tax Period : 000000

*****5350

DOOSAN BOBCAT NORTH AMERICA INC
% KATHLEEN MERKEL
250 E BEATON DR
WEST FARGO ND 58078-2656

INTERNAL REVENUE SERVICE

OGDEN UT 84201-0046

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IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0046

In reply refer to: 0423605625
Sep. 27, 2023 LTR 147C 0
38-0425350 000000 00
00005882
BODC: LM

DOOSAN BOBCAT NORTH AMERICA INC
% KATHLEEN MERKEL
250 E BEATON DR
WEST FARGO ND 58078-2656

066133

Employer identification number: 38-0425350

Dear Taxpayer:

Thank you for your correspondence dated Aug. 21, 2023.

We have changed the name on your account as requested. The number shown above is valid for use on all tax documents.

You can get any of the forms or publications mentioned in this letter by visiting our website at IRS.gov/forms or by calling 800-TAX-FORM (800-829-3676).

If you have questions, you can call us at 800-829-0115.

If you prefer, you can write to us at the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number ( )_____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

Sincerely yours,

Ms. Miera

Ms. Miera
Department Manager, Entity

Enclosures:
Copy of this letter

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0046

In reply refer to: 0423605625
Sep. 27, 2023 LTR 147C 0
38-0425350 000000 00
00005882
BODC: LM

DOOSAN BOBCAT NORTH AMERICA INC
% KATHLEEN MERKEL
250 E BEATON DR
WEST FARGO ND 58078-2656

066133

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Telephone number ( )_____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

Sincerely yours,

Ms. Miera

Ms. Miera
Department Manager, Entity

Enclosures:
Copy of this letter

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "CLARK EQUIPMENT COMPANY", CHANGING ITS NAME FROM "CLARK EQUIPMENT COMPANY" TO "DOOSAN BOBCAT NORTH AMERICA, INC.", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF AUGUST, A.D. 2023, AT 1:45 O`CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

675820 8100
SR# 20233253060

Authentication: 204024106
Date: 08-23-23

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:45 PM 08/15/2023
FILED 01:45 PM 08/15/2023
SR 20233253060 - File Number 675820

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

CLARK EQUIPMENT COMPANY

(Pursuant to Sections 242 and 245 of the
General Corporation Law of the State of Delaware)

Clark Equipment Company, a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware, as from time to time amended,

DOES HEREBY CERTIFY:

1. That this corporation was originally incorporated under the name Delclark, Inc., and that the original Certificate of Incorporation of this corporation was filed with the Secretary of State of the State of Delaware on April 8, 1968 (as amended and restated to date, the "**Certificate of Incorporation**").

2. That the Board of Directors of this corporation duly adopted resolutions proposing to amend and restate the Certificate of Incorporation, declaring said amendment and restatement to be advisable and in the best interests of this corporation and its stockholders, and authorizing the appropriate officers of this corporation to solicit the consent of the stockholders therefor.

3. That the amendment and restatement of the Certificate of Incorporation, as set forth in such duly adopted resolutions of the Board of Directors of this corporation, is as follows:

ARTICLE I

The name of this corporation is Doosan Bobcat North America, Inc. (the "**Corporation**").

ARTICLE II

The address of the registered office of the Corporation in the State of Delaware is 251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808. The name of the registered agent of the Corporation at such address is Corporation Service Company.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (as amended from time to time, the "**DGCL**").

ARTICLE IV

A. Authorized Shares. The total number of shares of stock which the Corporation shall have authority to issue is One Hundred Fifty Thousand (150,000) shares, having a par value of $0.01 each. All of such shares shall be designated as "**Common Stock**".

B. Common Stock.

1. Voting. Each holder of the outstanding shares of Common Stock shall be entitled to one vote for each share of Common Stock held of record by such holder on any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of the stockholders of the Corporation (or by written consent of the stockholders in lieu of a meeting), or on any other matter requiring a stockholder vote.

2. Dividends. The holders of the outstanding shares of Common Stock shall be entitled to share, on a per share basis, in such dividends and other distributions of cash, property or shares of stock of the Corporation as may be declared by the board of directors of the Corporation (the "**Board of Directors**") from time to time with respect to the Common Stock out of any assets of the Corporation legally available therefor.

3. Liquidation Rights. Upon the voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of the outstanding shares of Common Stock shall be entitled to share, on a per share basis, in all assets of the Corporation of whatever kind legally available for distribution to the holders of Common Stock in connection therewith.

ARTICLE V

Subject to any additional vote required by this Amended and Restated Certificate of Incorporation or by the bylaws of the Corporation (as amended from time to time, the "**Bylaws**"), in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws.

ARTICLE VI

Subject to any additional vote required by this Amended and Restated Certificate of Incorporation, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws. Each director shall be entitled to one vote on any matter presented to the directors of the Corporation for their action or consideration at any meeting of the directors of the Corporation (or by written consent of the directors in lieu of a meeting), or on any other matter requiring a director vote.

ARTICLE VII

Elections of directors need not be by written ballot unless the Bylaws shall so provide.

ARTICLE VIII

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws.

ARTICLE IX

To the fullest extent that the DGCL or any other law of the State of Delaware (as they exist on the date hereof or as they may hereafter be amended) permits the limitation or elimination of the personal liability of directors, no director of the Corporation shall be personally liable either to the Corporation or to any stockholder of the Corporation for monetary damages for breach of fiduciary duty as a director. No amendment to or modification or repeal of this Article IX shall adversely affect any right or protection of a director of the Corporation existing hereunder with respect to any state of facts existing or act or omission occurring, or any cause of action, suit or claim that, but for this Article IX, would accrue or arise, prior to such amendment, modification or repeal. If, after this Amended and Restated Certificate of Incorporation is filed with the Secretary of State of the State of Delaware, the DGCL or any such other law is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the personal liability of a director of the Corporation to the Corporation and to any stockholder of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL or such other law, as so amended.

Whenever possible, each term and provision of this Article IX shall be interpreted in such a way as to be effective and valid under applicable law. If any term or provision of this Article IX is found to be illegal, or if the application thereof to any person or any circumstance shall to any extent be judicially determined to be invalid or unenforceable, the remainder of this Article IX, or the application of such term or provision to persons or circumstances other than those to which its application is judicially determined to be invalid or unenforceable, shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE X

A. Indemnification of Directors and Officers. Each person who was or is made a party to, or is threatened to be made a party to, or was or is involved in any action, suit or alternative dispute resolution procedure, or any other threatened, pending or completed proceeding, whether civil, criminal, administrative or investigative, including any action by or in the right of the Corporation (any of the foregoing, a "**Proceeding**"), by reason of the fact that he or she is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit

plans, whether the basis of such Proceeding is alleged action in an official capacity as such director, officer, employee or agent, or in any other capacity while serving as such director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent permitted by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, other expenses and losses, amounts paid or to be paid in settlement, and excise taxes or penalties arising under the Employee Retirement Income Security Act of 1974) incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent, and shall inure to the benefit of his or her heirs, executors and administrators.

B. Advancement of Expenses of Directors and Officers. The right to indemnification conferred in this Article X shall be a contract right and shall include the right of a director or officer to be paid by the Corporation the expenses (including attorneys' fees) incurred in defending any Proceeding described in Paragraph A of this Article X in advance of its final disposition; provided, however, that the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a Proceeding shall be made only upon delivery to the Corporation of an undertaking, which undertaking shall itself be sufficient without the need for further evaluation of any credit aspects of the undertaking or with respect to such advancement, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined by a final, non-appealable order of a court of competent jurisdiction that such director or officer is not entitled to be indemnified under this Article X or otherwise.

C. Enforcement of Claims. If (i) a claim under Paragraph A of this Article X is not paid in full by the Corporation within 60 days after a written claim, together with reasonable evidence as to the amount of such claim, has been received by the Corporation, or (ii) a claim under Paragraph B of this Article X is not paid in full by the Corporation within 20 days after a written claim, together with reasonable evidence as to the amount of such claim, has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim, and, if successful in whole or in part, the claimant shall also be entitled to be paid the expenses, including attorneys' fees, of prosecuting such suit. Neither the failure of the Corporation (including its Board of Directors or a committee thereof, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the claimant is proper in the circumstances because such claimant has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its Board of Directors or a committee thereof, independent legal counsel or its stockholders) that such claimant has not met such applicable standard of conduct, shall be a defense to the suit or create a presumption that such claimant has not met the applicable standard of conduct. In any suit to enforce a right to indemnification or to advancement of expenses hereunder, or by the Corporation to recover an advancement of expenses, the burden of proving

that the claimant is not entitled to such indemnification, or to such advancement of expenses, under this Article X or otherwise shall be on the Corporation.

D. Nonexclusive Rights. The right to indemnification and the payment of expenses incurred in defending a Proceeding in advance of its final disposition conferred in this Article X shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, provision of this Amended and Restated Certificate of Incorporation or of the Bylaws, agreement or vote of stockholders or disinterested directors, or otherwise.

E. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

F. No Impairment. The right to indemnification and the payment of expenses incurred in defending a Proceeding in advance of its final disposition conferred in this Article X shall not be eliminated or impaired by an amendment to this Amended and Restated Certificate of Incorporation or to the Bylaws after the occurrence of the act or omission that is the subject of the Proceeding for which indemnification or advancement of expenses is sought.

G. Severability. Whenever possible, each term and provision of this Article X shall be interpreted in such a way as to be effective and valid under applicable law. If any term or provision of this Article X is found to be illegal, or if the application thereof to any person or any circumstance shall to any extent be judicially determined to be invalid or unenforceable, the remainder of this Article X, or the application of such term or provision to persons or circumstances other than those to which its application is judicially determined to be invalid or unenforceable, shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XI

The Corporation expressly elects not to be governed by Section 203 of the DGCL.

ARTICLE XII

The Corporation renounces, to the fullest extent permitted by law, any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity. An "**Excluded Opportunity**" is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of, any director of the Corporation who is not an employee of the Corporation or any of its subsidiaries (each a "**Covered Person**"), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person's capacity as a director of the Corporation while such Covered

Person is performing services in such capacity. Any repeal or modification of this Article XII shall only be prospective and shall not affect the rights under this Article XII in effect at the time of the occurrence of any actions or omissions to act giving rise to liability.

* * *

4. That the foregoing amendment and restatement was approved by the holders of the requisite number of shares of this corporation in accordance with Section 228 of the DGCL.

5. That this Amended and Restated Certificate of Incorporation, which restates and integrates and further amends the provisions of this corporation's Certificate of Incorporation, has been duly adopted in accordance with Sections 242 and 245 of the DGCL.

[Signature Page Follows]

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation of Clark Equipment Company has been executed by a duly authorized officer of this corporation effective as of August 15, 2023.

Clark Equipment Company

By: /s/ Michael Ballweber
Michael Ballweber, President

12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · buyboard.com

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: $ 69 Million . (The period of the 12-month period is 1/1/2021 / 12/31/2021). 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	Medium Duty Eq.
5. E&I Cooperative	N	N	
6. Houston-Galveston Area Council (HGAC)	N	Y	Earth Moving Eq.
7. Choice Partners	N	N	
8. The Interlocal Purchasing System (TIPS)	N	N	
9. Other	Y	Y	NASPO - Construction Eq.

☐ **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 (%): 24 **Proposed Discount (%):** 24%

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Explanation: _____

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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	Sourcewell	Kelly McAllister	218-894-5468	Kelly.McAllister@sourcewell-mn.gov	24%	$49M
2.	NASPO	Bart Lemon	206-295-1598	blemmon@naspovaluepoint.org	24%	$19.2M
3.	State of Ohio	Terri Villavicencio	614-728-8590	terri.villavicencio@das.ohio.gov	24%	$5.4M
4.	State of Missouri	Tom Veasman	573-522-4404	Tom.Veasman@modot.mo.gov	24%	$2.9M
5.	State of Minnesota	Mike Sutton	(651) 201-3170	Michael.Sutton@state.mn.us	24%	$14M

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:

If allowed by the terms and conditions additional discounts may be considered.

*This bid opportunity is primarily for items that Bobcat Company considers to be attachments.

The discounts shown above are the attachment discounts.

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.)

If we are awarded a Contract under this Proposal Invitation, we'd like it to be clear that we're offering two different brands (outlined below) offering our full line of products (15 product lines in total plus 150+ attachment categories/tools) at varying discount levels. After award, we would value the opportunity to provide more formal structure based on the system's configuration/capabilities.

1. The renowned Bobcat brand is synonymous with durability and dependability. Tough, versatile, agile Bobcat® equipment has rightly earned the nickname "One Tough Animal."

   Product Summary:

Clark Equipment Company dba Bobcat Company	
Skid Steer Loaders, Compact Track Loaders, Excavators and Telehandlers	24.0%
Compact Wheel loaders, Small Articulating loaders, Mini Track loaders and Tractors	20.0%
Utility Vehicles	18.0%
Toolcat™ Utility Work Machines	15.0%
Attachments	24.0%

Whatever the job, Doosan Portable Power has the solution to fit your needs. From industry-leading air compressors, generators and light towers to our unrivaled customer service and support. Doosan Portable Power provides reliable equipment that is built to last, easy to operate and service, and performs on demand to move your business forward by maximizing uptime, increasing productivity and delivering a solid return on your investment. Doosan Portable Power – delivering powerful solutions for over 100 years.

Clark Equipment Company dba Doosan Portable Power	
Air Compressors	36.0%
Generators	36.0%
Light Towers	36.0%
Light Compaction Equipment	36.0%

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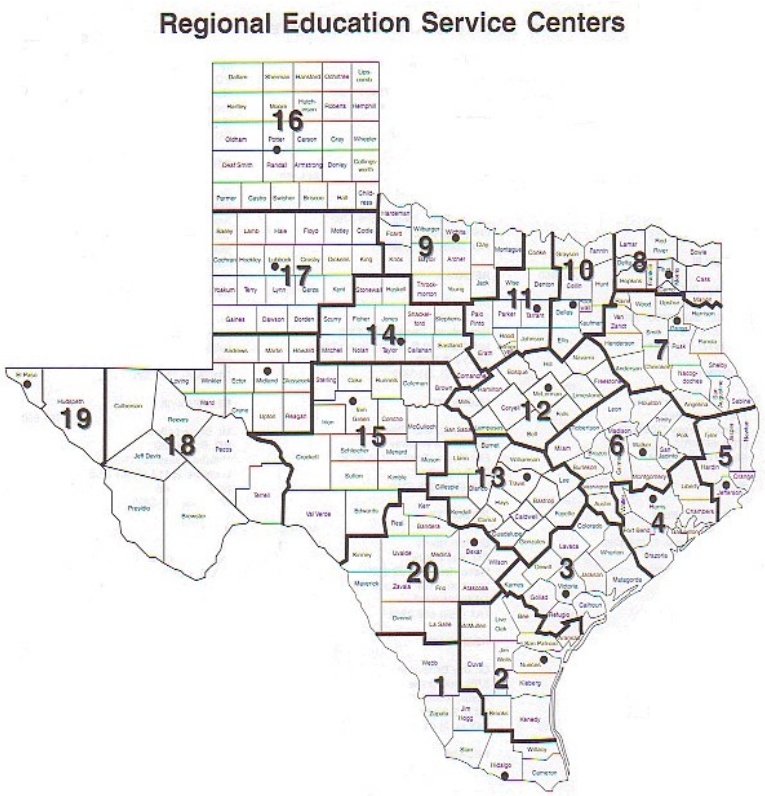
TEXAS REGIONAL SERVICE DESIGNATION

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
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit 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.

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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

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.

Clark Equipment Company
Name of Vendor

684-22
Proposal Invitation Number

Signature of Authorized Company Official

Jeremy Holck - Vice President Sales
Printed Name of Authorized Company Official

6/14/2022
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.***

Bobcat Dealerships: Please visit Bobcat.com/Dealer to locate the dealership closest to your location

Name	Telephone	Email	Address	City	State	Zip	Fax	Url
Bobcat of Abilene	325-673-7361	sales@bobcatcce.com	2257 SOUTH TREADWAY BLVD	ABILENE	TX	79602		http://www.bobcatofabilene.com
Bobcat of the Rio Grande Valley	956-782-5580	sales@bobcatcce.com	222 EAST FRONTAGE RD	ALAMO	TX	78516		https://www.bobcatcce.com
Bobcat of Amarillo	806-622-9593	sales@bobcatcce.com	12260 INTERSTATE 27	AMARILLO	TX	79119		https://www.bobcatcce.com
Bobcat of Beaumont	409-835-2200	bobcatsalesadmin@lylemachinery.com	1535 EAST CARDINAL DR.	BEAUMONT	TX	77705	409-835-2022	http://bobcat.lylemachinery.com
Bobcat of the Brazos Valley	979-314-9222	oagundez@bobcatofhouston.com	9640 East State Highway 21	Bryan	TX	77808		https://bobcatofhouston.com/brazosvalley/
Bobcat of North Texas - Cedar Hill	469-575-5339	tlewis@bobcatntx.com	616 JEALOUSE WAY	CEDAR HILL	TX	75104	972-293-8676	https://bobcatofdallas.com/
Bobcat of Houston/Conroe	936-890-6790	oagundez@bobcatofhouston.com	4209 NORTH FRAZIER STREET	CONROE	TX	77303	936-856-6132	https://bobcatofhouston.com/
Bobcat of Corpus Christi	361-887-8499	sales@bobcatcce.com	1502 CATHEAD RD	CORPUS CHRISTI	TX	78409		https://www.bobcatcce.com
Brinson Powersports, LLC	903-229-4330	lmcalister@brinsonautogroup.com	1931 E HWY. 31	CORSICANA	TX	75110		
Bobcat of El Paso	915-860-1145	james.napier@bobcatofelpaso.com	11179 ROJAS DR	EL PASO	TX	79935	915-860-1149	http://www.bobcatofelpaso.com
Bobcat of Waco	254-666-1669	sales@bobcatcce.com	16595 N. Interstate Hwy 35	Elm Mott	TX	76640		https://www.bobcatcce.com
Bobcat of North Texas - Fort Worth	817-654-2202	tlewis@bobcatntx.com	5633 MARK IV PKWY	FORT WORTH	TX	76131	817-457-9425	http://www.bobcatofdallas.com
Bobcat of Houston	281-477-8646	oagundez@bobcatofhouston.com	18340 NORTHWEST FWY	HOUSTON	TX	77065	281-477-8734	https://bobcatofhouston.com/
Bobcat of Houston/Pearland	713-413-2200	oagundez@bobcatofhouston.com	14525 ALMEDA SCHOOL ROAD	HOUSTON	TX	77047	713-412-2204	https://bobcatofhouston.com/
Lake Country Equipment	409-384-4693	jeff@lakecountryjasper.com	2152 North Wheeler St.	JASPER	TX	75951		
Bobcat of Pleasanton	830-580-4020	sales@bobcatcce.com	1900 HWY 97	JOURDANTON	TX	78026		
Ranchers ATV and Tractor	830-315-2330	sales@bobcatcce.com	2330 JUNCTION HWY	KERRVILLE	TX	78028		https://www.ranchersatv.com
Bobcat of North Texas - Lewisville	469-586-0000	tlewis@bobcatntx.com	1302 SOUTH STEMMONS FREEWAY	LEWISVILLE	TX	75067	972-221-3095	http://www.bobcatofdallas.com
Bobcat of Longview	903-758-5547	tlewis@bobcatntx.com	1511 WEST MARSHALL AVENUE	LONGVIEW	TX	75604	903-758-5540	http://www.bobcatofdallas.com
Bobcat of Lubbock	806-745-1322	sales@bobcatcce.com	3415 EAST SLATON RD	LUBBOCK	TX	79404		https://www.bobcatcce.com
Bobcat of Lufkin	936-634-3365	Roy@texastimberjack.com	6004 SOUTH FIRST STREET	LUFKIN	TX	75901	936-634-9636	https://www.texastimberjack.com/
Bobcat of Marble Falls	830-220-6070	sales@bobcatcce.com	3413 N. US HWY 281	Marble Falls	TX	78654		
Bobcat of North Texas - McKinney	214-307-7350	tlewis@bobcatntx.com	6029 N MCDONALD ST	MELISSA	TX	75454	214-307-7360	https://bobcatofdallas.com/
Bobcat of Midland - Odessa	432-685-9298	sales@bobcatcce.com	6111 E I-20	MIDLAND	TX	79706		https://www.bobcatcce.com
Pike Saw and Tool, LLC	936-564-3579	pikeandsawtool@gmail.com	2502 NW STALLINGS DR.	NACOGDOCHES	TX	75964		
Bobcat of North Texas - Paris	903-706-5216	tlewis@bobcatntx.com	2720 N. Main Street	Paris	TX	75460		https://bobcatofnorthtexas.com/
Bobcat of Austin	512-251-3415	sales@bobcatcce.com	2001 Louis Henna Blvd	ROUND ROCK	TX	78664	512-251-7135	https://www.bobcatcce.com
Bobcat of San Antonio	210-337-6136	sales@bobcatcce.com	11146 I.H. 35 NORTH	SAN ANTONIO	TX	78233	210-337-3739	https://www.bobcatcce.com
Bobcat of North Texas - Sherman	903-200-7129	tlewis@bobcatntx.com	4612 Texoma Parkway	Sherman	TX	75090		https://bobcatofnorthtexas.com/sherman/
Shiner Mower SuperStore	361-339-0640	mowersuperstorellc@gmail.com	524 N AVE G	SHINER	TX	77984		
Outpost Powersports, Inc.	409-385-6515	outpostpower@gmail.com	4220 US Hwy 96 N	Silsbee	TX	77656	409-385-6574	
Bobcat of North Texas - Stephenville	254-918-1088	tlewis@bobcatntx.com	4530 US HWY 281	STEPHENVILLE	TX	76401		
Bobcat of North Texas - Stephenville	254-918-1088	tlewis@bobcatntx.com	4530 US HWY 281	STEPHENVILLE	TX	76401		
Ledwell Machinery	903-838-1954	dbratt@ledwell.com	910 E Loop Drive	TEXARKANA	TX	75501	903-838-6542	http://bobcat.ledwellmachinery.com
Bobcat of Victoria	361-579-0922	sales@bobcatcce.com	4404 US 59 NORTH	VICTORIA	TX	77905		
Bobcat of North Texas - Weatherford	817-818-1600	tlewis@bobcatntx.com	1820 Mineral Wells Hwy	Weatherford	TX	76088		https://bobcatofnorthtexas.com/
Lipscomb Powersports	940-723-7547	jason@lipscombpowersports.com	4208 OLD JACKSBORO HWY	WICHITA FALLS	TX	76302	888-522-6541	

Doosan Portable Power Dealership Locator: https://www.doosanportablepower.com/na/en/support/find-a-dealer#gref

Name	Telephone	Address	City	State	Zip
AIR COMPRESSOR SOLUTIONS, AMARILLO, TX		1945 SE 11TH AVENUE	AMARILLO	TX	79102
NUECES POWER EQUIPMENT, CONVERSE, TX		4697 FM 1516 N	CONVERSE	TX	78109
NUECES FARM CENTER INC,CORPUS CHRISTI,TX	800-848-0790	7510 IH 37	CORPUS CHRISTI	TX	78469
SIERRA MACHINERY INC,EL PASO,TX	915-772-0613	939 HAWKINS STREET	EL PASO	TX	79915
AIR COMPRESSOR SOLUTIONS INC., EL PASO, TX		226 E. SUNSET ROAD	EL PASO	TX	79922
SIERRA MACHINERY INC,EL PASO,TX		939 HAWKINS STREET	EL PASO	TX	79915
SIX AND MANGO EQUIPMENT, FRISCO, TX	972-335-2731	8741 MAIN ST	FRISCO	TX	75034
UNITED RENTALS INC. 23J DEALER, HOUSTON TX	1-713-681-9221	2210 MCALLISTER ROAD	HOUSTON	TX	77092
NUECES FARM CENTER INC,LAREDO,TX	956-725-0066	101 OIL PATCH	LAREDO	TX	78043
AIR COMPRESSOR SOLUTIONS INC	432-335-5900	3001 KERMIT HIGHWAY	ODESSA	TX	79764
VENTURE DRILLING SUPPLY LLC,GEORGETOWN,TX	512-869-2974	16445 N INTERSTATE 35	PFLUGERVILLE	TX	78660
CENTRAL TEXAS EQUIPMENT CO, PFLUGERVILLE, TX	512-442-2371	1401 CENTRAL COMMERCE CIRCLE	PFLUGERVILLE	TX	78660
NUECES FARM CENTER INC,SAN BENITO,TX	956-361-0066	1 INDUSTRIAL WAY	SAN BENITO	TX	78586
NUECES FARM CENTER INC,VICTORIA,TX	361-576-0066	5201 US HWY 59 N	VICTORIA	TX	77905
NUECES FARM CENTER, VINTON, TX	915-541-0066	8241 S DESERT BLVD	VINTON	TX	79821

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

N/A

Designated Dealer Name | Designated Dealer Contact Person

Designated Dealer Address

City | State | Zip

Phone Number | Fax Number

Email address | Designated Dealer Tax ID Number* **(*attach W-9)**

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

75 Years - Bobcat Company is not currently for sale or involved in any transaction that would alter our ability to fulfill on this agreement.

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.

Bobcat Company has roughly 1000 independent dealers in more than I00 countries worldwide serving our customers through more than 3,000 sales specialists. Known for their dedication to the customer, Bobcat dealers provide outstanding customer service for long, reliable equipment performance.

The Bobcat Company Government Accounts Team oversees government programs for the company. Combined, the team of four has 32 years government contracting experience, led by the director of Government Accounts, Randy Fuss, who has 16 years of experience administering cooperatives.

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.

Bobcat Company intends to market the contract through several mediums.
a) Through internal and field staff promotions and in communication with government customers and dealers. b) Committed marketing staff for marketing material creation and promotional guidelines
c) Marketing material and literature that is current/up to date with current product and promotional offerings
d) Marketing Tactics; Print Media, Online Display Ads, E-Blasts, E-newsletter, Social Media
e) Bobcat Dealer Net for dealers to access government sales tools such as the BuyBoard Summary, product offering, explanation of benefits, and who to contact with quoting or ordering questions.

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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.

Bobcat created the first compact loader in 1958 and unleashed an entire industry. It started with a farmer who needed a compact machine that fit in his turkey barn. With over two and a half billion dollars in sales annually, today we are still breaking down barriers to productivity and profit with the world's best compact equipment. Our unique ability to devise new ways to do tough work, and do it fast, with a single, compact machine has unleashed generations of success for customers and dealers around the world. Bobcat Company's current corporate rating is B1/B+ and our Term Loan B Bond Rating is Ba3/BB. None of the adverse financial situations described above are known to exist.

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.

No.

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.

None.

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.

None.

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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: Clark Equipment Company - Opts out

_____
Signature of Vendor Authorized Representative

Printed Name: N/A

Title: N/A

Date: N/A

(*For Cooperative Administrator Use Only)*

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

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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** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) and* **Manufacturer Authorization Letters** *shall 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 shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted**.

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental" equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Section I: Ditching, Trenching and Utility Equipment (Environmental Products)-PURCHASE ONLY

1. Discount (%) off catalog/pricelist for **Brush Chippers, Accessories and Attachments.**
2. Discount (%) off catalog/pricelist for **Horizontal Grinders, Accessories and Attachments.**
3. Discount (%) off catalog/pricelist for **Stump Cutters, Accessories and Attachments.**
4. Discount (%) off catalog/pricelist for **Tub Grinders, Accessories and Attachments.**
5. Discount (%) off catalog/pricelist for **Tree Spades, Accessories and Supplies.**
6. Discount (%) off catalog/pricelist for **Tree Care Accessories and Supplies.**

Section II: Ditching, Trenching and Utility Equipment (Trenching/Plowing Products)-PURCHASE ONLY

7. Discount (%) off catalog/pricelist for **Concrete Cutters, Accessories and Attachments.**
8. Discount (%) off catalog/pricelist for **Hydrostatic Trenching Equipment, Accessories and Attachments.**
9. Discount (%) off catalog/pricelist for **Hydrostatic Rock Trenching Equipment, Accessories and Attachments.**
10. Discount (%) off catalog/pricelist for **Hydrostatic Trench Compactors, Accessories and Attachments.**
11. Discount (%) off catalog/pricelist for **Offset Trenchers, Accessories and Attachments.**
12. Discount (%) off catalog/pricelist for **Vibratory Plows, Accessories and Attachments.**

Section III: Ditching, Trenching and Utility Equipment (Trenchless Products)-PURCHASE ONLY

13. Discount (%) off catalog/pricelist for **Fluid Mixing Systems, Accessories and Attachments.**
14. Discount (%) off catalog/pricelist for **Hammerhead Mole Tools, Accessories and Attachments.**
15. Discount (%) off catalog/pricelist for **Horizontal/Directional Boring/Drilling Systems, Accessories and Attachments.**
16. Discount (%) off catalog/pricelist for **Pipe Bursting Equipment, Accessories and Attachments.**
17. Discount (%) off catalog/pricelist for **Trench Compactors, Accessories and Attachments.**
18. Discount (%) off catalog/pricelist for **Vacuum Excavation Systems, Accessories and Attachments.**

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19. Discount (%) off catalog/pricelist for **All Other Ditching, Trenching and Utility Equipment, Accessories and Attachments.**
20. Discount (%) off catalog/pricelist for **Repair Parts on All Types Ditching, Trenching, and Utility Equipment.**

Section IV: Ditching, Trenching and Utility Equipment-RENTAL ONLY (Rental Rate Sheet must be submitted with Proposal or Proposal will not be considered).

21. Discount (%) off catalog/pricelist for **RENTAL of All Types of Ditching, Trenching and Utility Equipment, Accessories and Attachments.**

Section V: Ditching, Trenching and Utility Equipment (Pre-Owned/Reconditioned/Retired Rental)-**PURCHASE ONLY**

22. Discount (%) off catalog/pricelist for **All Types of Pre-Owned/Reconditioned/Retired Rental Ditching, Trenching and Utility Equipment, Accessories and Attachments.**

Section VI: Debris/Scrap Processing Equipment-PURCHASE ONLY

23. Discount (%) off catalog/pricelist for **Demolition Equipment, Accessories and Attachments.**
24. Discount (%) off catalog/pricelist for **Disaster Equipment, Accessories and Attachments.**
25. Discount (%) off catalog/pricelist for **Landfill/Recycling Equipment, Accessories and Attachments.**
26. Discount (%) off catalog/pricelist for **Site and Right of Way Clearance Equipment, Accessories and Attachments.**
27. Discount (%) off catalog/pricelist for **All Other Debris/Scrap Processing Equipment, Accessories and Attachments.**
28. Discount (%) off catalog/pricelist for **Repair Parts on Debris/Scrap Processing Equipment, Accessories and Attachments.**

Section VII: Debris/Scrap Processing Equipment-RENTAL ONLY (Rental Rate Sheet must be submitted with Proposal or Proposal will not be considered).

29. Discount (%) off catalog/pricelist for **RENTAL of All Types of Debris/Scrap Processing Equipment, Accessories and Attachments.**

Section VIII: Debris/Scrap Processing Equipment (Pre-Owned/Reconditioned/Retired Rental)-**PURCHASE ONLY**

30. Discount (%) off catalog/pricelist for **All Types of Pre-Owned/Reconditioned/Retired Rental Debris/Scrap Processing Equipment, Accessories and Attachments.**

Section IX: Installation and Repair Service

31. Discount (%) off catalog/pricelist for **Maintenance Services** (monthly, quarterly, and/or yearly) of **Ditching, Trenching, Utility, and Debris/Scrap Processing Equipment**.
32. **Hourly Labor Rate for Installation/Repair Service of Ditching, Trenching and Utility Equipment**-Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
33. **Hourly Labor Rate for Installation/Repair Service of Debris/Scrap Processing Equipment**-Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Clark Equipment Company
250 East Beaton Drive
West Fargo, ND 58078
T: 701-241-8700

June 15, 2022

Subj: 684-22

The Local Government Purchasing Cooperative
Attn: Director of Cooperative Procurement
12007 Research Blvd.
Austin, TX 78759

Clark Equipment Company is pleased to respond to your Request for Proposals for Ditching, Trenching, Debris/Scrap and Other Utility Equipment. Clark Equipment Company leads the industry in the design, manufacture, marketing and distribution of compact equipment for construction, rental, landscaping, agriculture, grounds maintenance, government, utility, industry and mining. We strive to empower our customers to do their jobs more efficiently and effectively.

Clark Equipment Company is the legal name for two brands offered under our proposal, Bobcat Company and Doosan Portable Power. We take pride in empowering operators to save time, effort and money while working in the toughest conditions and tightest situations. To support this commitment, we are pleased to offer our complete catalog of equipment deeply-discounted, off the published list prices. Our intent to be able to offer our complete line-up equipment to facility of construction equipment to the cooperative:

Clark Equipment Company dba Bobcat Company	
Skid Steer Loaders, Compact Track Loaders, Excavators and Telehandlers	24.0%
Compact Wheel loaders, Small Articulating loaders, Mini Track loaders and Tractors	20.0%
Utility Vehicles	18.0%
Toolcat™ Utility Work Machines	15.0%
Attachments	24.0%

Clark Equipment Company dba Doosan Portable Power	
Air Compressors	36.0%
Generators	36.0%
Light Towers	36.0%
Light Compaction Equipment	36.0%

Thank you for this opportunity to earn your business. We look forward to continuing to serve the cooperatives' needs. If you have any questions, please don't hesitate to contact me at (701) 241-8759.

Respectfully,

Jesse R. Rheault

Jesse Rheault
Government Contract Manager
Clark Equipment Company
Mobile: 701-630-5134

Bobcat

Portable Power

Bobcat Company Information

Address: 250 East Beaton Drive
West Fargo, ND 58078
Phone: (701) 241-8700
Fax: (701) 280-7860
Toll Free: (800) 965-4232
Web Address: www.bobcat.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Jesse Rheault
Signature

jesse.rheault@doosan.com
Email

Submitted at 6/15/2022 3:55:18 PM

Requested Attachments

BuyBoard Proposal Invitation No. 684-22 Ditching, Trenching, Debris/Scrap and Other Utility Equipment — Proposal-No-684-22 (Signed).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.)

Company Profile — Company Profile.docx

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.)

Catalog/Pricelist — Bobcat April 2022 Price Pages.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.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed — Exceptions and Detailed Information Related to Discount.docx

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.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification — W-9 2022 - W-9 with DBAs.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Manufacturer Authorization Letter(s) — Manufacturer Authorization Letter.pdf

REQUIRED - Upload Manufacturer Authorization Letter(s)in PDF format. Manufacturers responding to this proposal invitation, in lieu of an authorization letter, must submit a response on company letterhead explaining that the company is a manufacturer of products proposed. Dealers responding to this Proposal Invitation should submit an approval letter from each manufacturer or a response on company letterhead explaining that the company is not required to submit an authorization letter.

Response Attachments

Doosan Portable Power 2022 Price Pages.pdf

Pricing

Bobcat - All Product Specifications.pdf

Bobcat Catalog

Doosan Portable Power - All Product Specifications.pdf

Doosan Portable Power Catalog

Bid Attributes

1 Federal Identification Number

Federal Identification Number

38-0425350

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 (Yes)*

7 **Women Owned Business**

Women Owned Business

☐ *Women Owned Business (Yes)*

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 (Yes)*

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 (Yes)*

12 **Vendor General Contact Information**

Proposal/Contract General Contact Information

13 **Vendor Proposal/Contract Contact Name**

Vendor Proposal/Contract Contact Name

Bobcat Company

14 **Vendor Proposal/Contract Contact E-mail Address**

Vendor Proposal/Contract Contact E-mail Address

Jesse.rheault@doosan.com

15 **Vendor Proposal/Contract Mailing Address**

Vendor Proposal/Contract Mailing Address

250 East Beaton Drive

16 **Vendor Proposal/Contact Mailing Address - City**

Vendor Proposal/Contact Mailing Address - City

West Fargo

17 **Vendor Proposal/Contact Mailing Address - State**

Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name)

ND

18 **Vendor Proposal/Contact Mailing Address - Zip Code**

Vendor Proposal/Contact Mailing Address - Zip Code

58078

19 **Vendor Proposal/Contact Phone Number**

Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)

701-630-5134

20 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

No response

21 **Company Website**

Company Website (www.XXXXX.com)

www.Bobcat.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

heather.messmer@doosan.com

24 **Purchase Order Contact Name**

Purchase Order Contact Name

Heather Messmer

25 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

701-241-8719

26 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

No response

27 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

jesse.rheault@doosan.com

28 **Alternate Purchase Order Contact Name**

Alternate Purchase Order Contact Name

Jesse Rheault

29 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

701-630-5134

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 (â€œRFQâ€)**

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

Heather.Messmer@doosan.com

34 **Request for Quote (RFQ) Contact Name**

Request for Quote (RFQ) Contact Name

Heather Messmer

35 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

7016305134

36 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

No response

37 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

Jesse.rheault@doosan.com

38 **Alternate Request for Quote (RFQ) Contact Name**

Alternate Request for Quote (RFQ) Contact Name

Jesse Rheault

39 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

7016305134

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 <u>only one (1)</u> 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

Bobcat Company

44 **Invoice Company Department Name**

Invoice Company Department Name

Government Sales

45 **Invoice Contact Name**
Invoice Contact Name
Heather Messmer

46 **Invoice Mailing Address**
Invoice Mailing Address (P.O. Box or Street Address)
250 East Beaton Drive

47 **Invoice Mailing Address - City**
Invoice Mailing Address - City
West Fargo

48 **Invoice Mailing Address - State**
Invoice Mailing Address - State (Abbreviate State Name)
ND

49 **Invoice Mailing Address - Zip Code**
Invoice Mailing Address (Zip Code)
58078

50 **Invoice Contact Phone Number**
Invoice Contact Phone Number (xxx-xxx-xxxx)
701-241-8719

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
heather.messmer@doosan.com

54 **Invoice Contact Alternate E-mail Address**
Invoice Contact Alternate E-mail Address
Jesse.rheault@doosan.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 Prepaid and Add to Invoice

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).

30 Days

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

Bobcat Company

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.

All Regions

76 **Region 1**

Region 1 - Edinburg

☐ *Region 1 (1)*

77	**Region 2** Region 2 - Corpus Christi ☐ *Region 2 (2)*
78	**Region 3** Region 3 - Victoria ☐ *Region 3 (3)*
79	**Region 4** Region 4 - Houston ☐ *Region 4 (4)*
80	**Region 5** Region 5 - Beaumont ☐ *Region 5 (5)*
81	**Region 6** Region 6 - Huntsville ☐ *Region 6 (6)*
82	**Region 7** Region 7 - Kilgore ☐ *Region 7 (7)*
83	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8 (8)*
84	**Region 9** Region 9 - Wichita Falls ☐ *Region 9 (9)*
85	**Region 10** Region 10 - Richardson ☐ *Region 10 (10)*
86	**Region 11** Region 11 - Fort Worth ☐ *Region 11 (11)*
87	**Region 12** Region 12 - Waco ☐ *Region 12 (12)*
88	**Region 13** Region 13 - Austin ☐ *Region 13 (13)*

89	**Region 14** Region 14 - Abilene ☐ *Region 14 (14)*
90	**Region 15** Region 15 - San Angelo ☐ *Region 15 (15)*
91	**Region 16** Region 16 - Amarillo ☐ *Region 16 (16)*
92	**Region 17** Region 17 - Lubbock ☐ *Region 17 (17)*
93	**Region 18** Region 18 - Midland ☐ *Region 18 (18)*
94	**Region 19** Region 19 - El Paso ☐ *Region 19 (19)*
95	**Region 20** Region 20 - San Antonio ☐ *Region 20 (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 Bobcat Company

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.** All States
99	**Alabama** Alabama ☐ *Alabama (AL)*
100	**Alaska** Alaska ☐ *Alaska (AK)*
101	**Arizona** Arizona ☐ *Arizona (AZ)*
102	**Arkansas** Arkansas ☐ *Arkansas (AR)*
103	**California** California (Public Contract Code 20118 & 20652) ☐ *California (CA)*
104	**Colorado** Colorado ☐ *Colorado (CO)*
105	**Connecticut** Connecticut ☐ *Connecticut (CT)*
106	**Delaware** Delaware ☐ *Delaware (DE)*
107	**District of Columbia** District of Columbia ☐ *District of Columbia (DC)*
108	**Florida** Florida ☐ *Florida (FL)*
109	**Georgia** Georgia ☐ *Georgia (GA)*

110	**Hawaii** Hawaii ☐ *Hawaii (HI)*
111	**Idaho** Idaho ☐ *Idaho (ID)*
112	**Illinois** Illinois ☐ *Illinois (IL)*
113	**Indiana** Indiana ☐ *Indiana (IN)*
114	**Iowa** Iowa ☐ *Iowa (IA)*
115	**Kansas** Kansas ☐ *Kansas (KS)*
116	**Kentucky** Kentucky ☐ *Kentucky (KY)*
117	**Louisiana** Louisiana ☐ *Louisiana (LA)*
118	**Maine** Maine ☐ *Maine (ME)*
119	**Maryland** Maryland ☐ *Maryland (ME)*
120	**Massachusetts** Massachusetts ☐ *Massachusetts (MA)*
121	**Michigan** Michigan ☐ *Michigan (MI)*

122	**Minnesota** Minnesota ☐ *Minnesota (MN)*
123	**Mississippi** Mississippi ☐ *Mississippi (MS)*
124	**Missouri** Missouri ☐ *Missouri (MO)*
125	**Montana** Montana ☐ *Montana (MT)*
126	**Nebraska** Nebraska ☐ *Nebraska (NE)*
127	**Nevada** Nevada ☐ *Nevada (NV)*
128	**New Hampshire** New Hampshire ☐ *New Hampshire (NH)*
129	**New Jersey** New Jersey ☐ *New Jersey (NJ)*
130	**New Mexico** New Mexico ☐ *New Mexico (NM)*
131	**New York** New York ☐ *New York (NY)*
132	**North Carolina** North Carolina ☐ *North Carolina (NC)*
133	**North Dakota** North Dakota ☐ *North Dakota (ND)*

134	**Ohio** Ohio ☐ *Ohio (OH)*
135	**Oklahoma** Oklahoma ☐ *Oklahoma (OK)*
136	**Oregon** Oregon ☐ *Oregon (OR)*
137	**Pennsylvania** Pennsylvania ☐ *Pennsylvania (PA)*
138	**Rhode Island** Rhode Island ☐ *Rhode Island (RI)*
139	**South Carolina** South Carolina ☐ *South Carolina (SC)*
140	**South Dakota** South Dakota ☐ *South Dakota (SD)*
141	**Tennessee** Tennessee ☐ *Tennessee (TN)*
142	**Texas** Texas ☐ *Texas (TX)*
143	**Utah** Utah ☐ *Utah (UT)*
144	**Vermont** Vermont ☐ *Vermont (VT)*
145	**Virginia** Virginia ☐ *Virginia (VA)*

146	**Washington** Washington ☐ *Washington (WA)*
147	**West Virginia** West Virginia ☐ *West Virginia (WV)*
148	**Wisconsin** Wisconsin ☐ *Wisconsin (WI)*
149	**Wyoming** Wyoming ☐ *Wyoming (WY)*

Bid Lines

1 **Section I: Ditching, Trenching and Utility Equipment (Environmental Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Brush Chippers, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 24%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

PROPOSAL NOTE 2: 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

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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".

Bobcat April 2022 Price Pages

2 **Section I: Ditching, Trenching and Utility Equipment (Environmental Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Horizontal Grinders, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 24%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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".

Bobcat April 2022 Price Pages

3 **Section I: Ditching, Trenching and Utility Equipment (Environmental Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Stump Cutters, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 24%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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".

Bobcat April 2022 Price Pages

4 **Section I: Ditching, Trenching and Utility Equipment (Environmental Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Tub Grinders, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal.

Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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

5 **Section I: Ditching, Trenching and Utility Equipment (Environmental Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Tree Spades, Accessories and Supplies.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 24%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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".

Bobcat April 2022 Price Pages

6 **Section I: Ditching, Trenching and Utility Equipment (Environmental Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Tree Care Accessories and Supplies.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 24%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

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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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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".

Bobcat April 2022 Price Pages

7 **Section II: Ditching, Trenching and Utility Equipment (Trenching/Plowing Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Concrete Cutters, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 24%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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".

Bobcat April 2022 Price Pages

8 **Section II: Ditching, Trenching and Utility Equipment (Trenching/Plowing Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Hydrostatic Trenching Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 24%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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".

Bobcat April 2022 Price Pages

9 **Section II: Ditching, Trenching and Utility Equipment (Trenching/Plowing Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Hydrostatic Rock Trenching Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 24%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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".

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10 **Section II: Ditching, Trenching and Utility Equipment (Trenching/Plowing Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Hydrostatic Trench Compactors, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 24%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total

equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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".

Bobcat April 2022 Price Pages

Alternate 1

Section II: Ditching, Trenching and Utility Equipment (Trenching/Plowing Products)-PURCHASE ONLY

Discount (%) off catalog/pricelist for **Hydrostatic Trench Compactors, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 36%

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".

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11 **Section II: Ditching, Trenching and Utility Equipment (Trenching/Plowing Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Offset Trenchers, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 24%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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".

Bobcat April 2022 Price Pages

12 **Section II: Ditching, Trenching and Utility Equipment (Trenching/Plowing Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Vibratory Plows, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 24%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and searchable 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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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".

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13 **Section III: Ditching, Trenching and Utility Equipment (Trenchless Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Fluid Mixing Systems, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 24%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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".

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14 **Section III: Ditching, Trenching and Utility Equipment (Trenchless Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Hammerhead Mole Tools, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 36%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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".

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15 **Section III: Ditching, Trenching and Utility Equipment (Trenchless Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Horizontal/Directional Boring/Drilling Systems, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 24%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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".

Bobcat April 2022 Price Pages

Alternate 1

Section III: Ditching, Trenching and Utility Equipment (Trenchless Products)-PURCHASE ONLY

Discount (%) off catalog/pricelist for **Horizontal/Directional Boring/Drilling Systems, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 36%

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".

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16 **Section III: Ditching, Trenching and Utility Equipment (Trenchless Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Pipe Bursting Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 24%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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".

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17 Section III: Ditching, Trenching and Utility Equipment (Trenchless Products)-PURCHASE ONLY

Discount (%) off catalog/pricelist for **Trench Compactors, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 24%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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".

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Alternate 1

Section III: Ditching, Trenching and Utility Equipment (Trenchless Products)-PURCHASE ONLY

Discount (%) off catalog/pricelist for **Trench Compactors, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 36%

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".

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18 **Section III: Ditching, Trenching and Utility Equipment (Trenchless Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Vacuum Excavation Systems, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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

19 **Section III: Ditching, Trenching and Utility Equipment (Trenchless Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **All Other Ditching, Trenching and Utility Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 24%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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".

Bobcat April 2022 Price Pages

Alternate 1

Section III: Ditching, Trenching and Utility Equipment (Trenchless Products)-PURCHASE ONLY

Discount (%) off catalog/pricelist for **All Other Ditching, Trenching and Utility Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 36%

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".

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20 **Section III: Ditching, Trenching and Utility Equipment (Trenchless Products)-PURCHASE ONLY**

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Discount (%) off catalog/pricelist for **Repair Parts on All Types Ditching, Trenching, and Utility**

Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 24%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

manufacturer to end user and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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".

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21 **Section IV: Ditching, Trenching and Utility Equipment-RENTAL ONLY** (Rental Rate Sheet must be submitted with

Proposal or Proposal will not be considered).

Discount (%) off catalog/pricelist for **RENTAL of All Types of Ditching, Trenching and Utility Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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 V: Ditching, Trenching and Utility Equipment (Pre-Owned/Reconditioned/Retired Rental)-PURCHASE ONLY

Discount (%) off catalog/pricelist for **All Types of Pre-Owned/Reconditioned/Retired Rental Ditching,**

Trenching and Utility Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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 VI: Debris/Scrap Processing Equipment-PURCHASE ONLY** (Rental Rate Sheet must be submitted with Proposal or Proposal will not be considered).

Discount (%) off catalog/pricelist for **Demolition Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

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Total: 24%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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".

Bobcat April 2022 Price Pages

Alternate 1

Section VI: Debris/Scrap Processing Equipment-PURCHASE ONLY (Rental Rate Sheet must be submitted with Proposal or Proposal will not be considered).

Discount (%) off catalog/pricelist for **Demolition Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 36%

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".

Doosan Portable Power 2022 Pri

24

Section VI: Debris/Scrap Processing Equipment-PURCHASE ONLY (Rental Rate Sheet must be submitted with Proposal or Proposal will not be considered).

Discount (%) off catalog/pricelist for **Disaster Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 24%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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".

Bobcat April 2022 Price Pages

Alternate 1

Section VI: Debris/Scrap Processing Equipment-PURCHASE ONLY (Rental Rate Sheet must be submitted with Proposal or Proposal will not be considered).

Discount (%) off catalog/pricelist for **Disaster Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 36%

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".

Doosan Portable Power 2022 Pri

25	**Section VI: Debris/Scrap Processing Equipment-PURCHASE ONLY** (Rental Rate Sheet must be submitted with Proposal or Proposal will not be considered).

Discount (%) off catalog/pricelist for **Landfill/Recycling Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 24%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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".

Bobcat April 2022 Price Pages

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Section VI: Debris/Scrap Processing Equipment-PURCHASE ONLY (Rental Rate Sheet must be submitted with Proposal or Proposal will not be considered).

Discount (%) off catalog/pricelist for **Site and Right of Way Clearance Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 24%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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".

Bobcat April 2022 Price Pages

27 **Section VI: Debris/Scrap Processing Equipment-PURCHASE ONLY** (Rental Rate Sheet must be submitted with Proposal or Proposal will not be considered).

Discount (%) off catalog/pricelist for **All Other Debris/Scrap Processing Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 24%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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".

Bobcat April 2022 Price Pages

Alternate 1

Section VI: Debris/Scrap Processing Equipment-PURCHASE ONLY (Rental Rate Sheet must be submitted with Proposal or Proposal will not be considered).

Discount (%) off catalog/pricelist for **All Other Debris/Scrap Processing Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 36%

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".

Bobcat April 2022 Price Pages

28 **Section VI: Debris/Scrap Processing Equipment-PURCHASE ONLY** (Rental Rate Sheet must be submitted with Proposal or Proposal will not be considered).

Discount (%) off catalog/pricelist for **Repair Parts on Debris/Scrap Processing Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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

29 **Section VII: Debris/Scrap Processing Equipment-RENTAL ONLY**

Discount (%) off catalog/pricelist for **RENTAL of All Types of Debris/Scrap Processing Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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

30 **Section VIII: Debris/Scrap Processing Equipment (Pre-Owned/Reconditioned/Retired Rental)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **All Types of Pre-Owned/Reconditioned/Retired Rental Debris/Scrap**

Processing Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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

31 **Section IX: Installation and Repair Service**

Discount (%) off catalog/pricelist for **Maintenance Services** (monthly, quarterly, and/or yearly) **of Ditching,**

Trenching, Utility, and Debris/Scrap Processing Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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

32 **Section IX: Installation and Repair Service - Hourly Labor Rate for Installation/Repair Service of Ditching, Trenching and Utility Equipment** -- Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products**.**

Quantity: 1 UOM: Hourly Labor Rate Price: $185.00 Total: $185.00

33 **Section IX: Installation and Repair Service - Hourly Labor Rate for Installation/Repair Service of Debris/Scrap Processing Equipment** -- Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: $185.00 Total: $185.00

Response Total: $370.00

Page 112 of 112

STAFF REPORT

MEETING: City Council - 04 Feb 2025

TITLE:
Consider a resolution awarding a bid and authorizing a cooperative purchasing agreement with Intelligent Marking USA, Inc. dba Turf Tank to purchase one Turf Tank 2, GPS painting robot, and software through BuyBoard Cooperative Purchasing Agreement RFP 706-23 Grounds Maintenance Equipment, Parts, and Supplies in the expenditure amount of $47,600.00

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**

STAFF RESPONSIBLE:
Tyler Agee, Assistant Director of Parks and Recreation
Robert Hansen, Equipment Services Superintendent

BACKGROUND/HISTORY:
The City of Duncanville's Equipment Services Division of the Public Works Department manages the acquisition, maintenance, repair, and replacement of fleet vehicles and equipment used across City departments. Per the Fleet Rotation Schedule, athletic field painting equipment is scheduled for replacement every seven years.

The 2013 Kromer Field Commander, which has reached the end of its useful life and was recently declared inoperable, is currently listed for auction. To replace this unit, the Turf Tank 2 GPS painting robot has been identified as a state-of-the-art solution for the Athletic Division of the Parks and Recreation Department.

The Turf Tank 2 is a highly efficient GPS-guided field painting system. Capable of autonomously painting precise field markings for various sports, it reduces time and labor significantly compared to manual methods. The device allows for consistent and accurate application, optimizing operations and freeing staff for other essential tasks. The investment in this technology aligns with the City's commitment to sustainable and efficient operations.

POLICY EXPLANATION:

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any state law requiring that the local government seek competitive bids to purchase the item. The Texas Local Government Code Chapters 271 and 791 allow government agencies to participate voluntarily in these cooperative arrangements.

Budget note. There are four items requested on this agenda from the same funding source. If all are approved the total purchase amount will be $514,486.51, leaving a balance of $758,949.

FUNDING SOURCE:

ORG and Object Number
415-700885

Available Budget	**Purchase Amount**	**After Encumber**
$1,273,435.51	$47,600.00	$1,225,835.51

ACTION ALTERNATIVES:

1. Approve the resolution to award the bid and authorize the cooperative purchasing agreement with Intelligent Marking USA, Inc. dba Turf Tank to purchase the Turf Tank 2 GPS painting robot and software through BuyBoard Cooperative Purchasing Agreement RFP 706-23 in the expenditure amount of $47,600.00.
2. Do not approve the resolution and provide alternative direction to staff.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2025-413 - Turf Tank - Pdf

RESOLUTION NO. 2025-413

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING A BID AND AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH INTELLIGENT MARKING USA, INC. DBA TURF TANK TO PURCHASE ONE TURF TANK 2 GPS PAINTING ROBOT AND SOFTWARE THROUGH BUYBOARD COOPERATIVE PURCHASING AGREEMENT RFP 706-23 IN THE EXPENDITURE AMOUNT OF $46,700.00, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to procure fleet equipment for citywide operations to ensure the efficient and accurate marking of athletic fields; and

WHEREAS, BuyBoard Cooperative Purchasing Program has solicited sealed bids for Grounds Maintenance Equipment, Parts, and Supplies under RFP 706-23, and a contract was awarded to Intelligent Marking USA Inc. dba Turf Tank; and

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with the BuyBoard Cooperative Purchasing Program; and

WHEREAS, the 2013 Kromer Field Commander, currently listed for auction, has exceeded its useful life and is inoperable; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award a bid and authorize a cooperative purchasing agreement with Intelligent Marking USA, Inc. dba Turf Tank to purchase one Turf Tank 2 GPS Painting Robot and software through BuyBoard Cooperative Purchasing Agreement RFP 706-23 in the expenditure amount of $46,700.00, attached hereto and incorporated herein as Exhibit A, and authorizes the City Manager to execute the necessary documents related to said expenditures.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The City Council of the City of Duncanville, Texas, hereby awards a bid and authorizes a cooperative purchasing agreement with Intelligent Marking USA, Inc. dba Turf Tank to purchase one Turf Tank 2 GPS Painting Robot and software through BuyBoard Cooperative Purchasing Agreement RFP 706-23 in the expenditure amount of $46,700.00, attached hereto and incorporated herein as Exhibit A, and

authorizes the City Manager to execute the necessary documents related to said expenditures.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 4th day of February, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

TURF TANK®

[TX] Duncanville Parks And Recreation - Plus Outright Purchase

[TX] Duncanville Parks And Recreation
203 East Wheatland Road
Duncanville, TX 75116
United States

Reference: 20231019-114754216
Quote created: October 19, 2023
Quote expires: March 28, 2025
Quote created by: Tonnell Wilson
Regional Territory Manager
tonnell.wilson@turftank.com

Tyler Agee
Assistant Director of Parks and Recreation
tyler.agee@duncanvilletx.gov
+19727805072

Comments

BuyBoard Reference Number: **No. 706-23, Grounds Maintenance Equipment, Parts, and Supplies**

Tabulation Report for No. 706-23, Grounds Maintenance Equipment, Parts, and Supplies

EXHIBIT "A"

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
US - Turf Tank Two Plus Package - Outright Purchase Includes: - GPS Paint Robot + GPS Package (Includes Android Tablet) - Continuous Software Improvements - Free Form Text Creation - Standard Geometry Package - Extended Geometry Package - Paint: $2,000 Allotment of Paint (White) - (2) Robot Batteries - Customer Support: Normal Business Hours (Mon-Fri) - Hardware Warranty Program: Limited (Excludes Consumables) - Standard Turf Tank Accessories		1	$51,000.00	$45,000.00 after $6,000.00 discount
US - Turf Tank Two Plus Package - Customer Care Plan Includes: - Customer Support: Normal Business Hours (Mon-Fri) - Hardware Warranty: Limited (Excludes Consumables) - Continuous Software Improvements - $2,000 Allotment of Paint (White)		1	$3,999.00 / year	$3,999.00 / year
US - Turf Tank Two Plus Package - Upfront Implementation Cost Includes: - Configuration & Shipping of Robot - Secure Inventory & Lock in Installation Date - Product Training & Online Resources		1	$1,700.00	$1,700.00

EXHIBIT "A"

Annual subtotal	$3,999.00
One-time subtotal	$46,700.00 after $6,000.00 discount
Customer Care Plan Included Year One	($3,999.00)
Total	**$46,700.00**

Purchase terms & Comments

Invoice	**Invoice Details**
Implementation Fee Invoice & First Invoice	**Implementation Fee & Subscription or Purchase Invoice** will be issued at date of shipment with net 18 payment terms. The invoice will be emailed to the billing contact on file and will be from billing@turftank.com.
Renewal Invoices	**Subscription Renewal Invoices** will be emailed to the billing contact on file 30-days prior to the subscription date with net 30 payment terms.

***Sales Tax** is not included in the above quote. If you are not tax-exempt you will be subject to sales tax on your invoices. If you are tax-exempt, we will need to collect and validate your tax-exempt certificate.

Signature

EXHIBIT "A"

Signature

Date

Printed name

Questions? Contact me

Tonnell Wilson
Regional Territory Manager
tonnell.wilson@turftank.com

Turf Tank
3330 Cobb Parkway NW
Suite 324-380
Acworth, GA 30101
United States

EXHIBIT "A"

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

April 17, 2023

Sent Via Email: ryan.stubbe@turftank.com

Ryan Stubbe
Turf Tank (Intelligent Marking USA, Inc.)
8790 F Street, Suite 830
Omaha, NE 68127

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 706-23, Grounds Maintenance Equipment, Parts, and Supplies

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 June 1, 2023, through May 31, 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. 706-23 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

EXHIBIT "A"

April 17, 2023

Sent Via Email: ryan.stubbe@turftank.com

Ryan Stubbe
Turf Tank (Intelligent Marking USA, Inc.)
8790 F Street, Suite 830
Omaha, NE 68127

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 706-23, Grounds Maintenance Equipment, Parts, and Supplies

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 June 1, 2023, through May 31, 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. 706-23 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

P.O. Box 400, Austin, Texas 78767-0400
800.695.2919 • buyboard.com

EXHIBIT "A"

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PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Grounds Maintenance Equipment, Parts, and Supplies

Proposal Due Date/Opening Date and Time: February 9, 2023, at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Invitation Number: 706-23

Anticipated Cooperative Board Meeting Date: April 2023

Contract Term: June 1, 2023, through May 31, 2024, with two possible one-year renewals.

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.

Turf Tank	2/6/2023
Name of Proposing Company	Date
8790 F Street, Suite 830	
Street Address	Signature of Authorized Company Official
Omaha, NE 68127	Ryan Stubbe
City, State, Zip	Printed Name of Authorized Company Official
877-396-4094	VP of Sales - North America
Telephone Number of Authorized Company Official	Position or Title of Authorized Company Official
	82-4931662
Fax Number of Authorized Company Official	Federal ID Number

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PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: RS

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5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s):_____

_____

Initial: RS

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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	
Turf Tank	8790 F St., Suite 830	
City	**State**	**Zip Code**
Omaha	NE	68127

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: RS

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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.

EXHIBIT "A"

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NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**

☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☒ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

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Initial: ES

EXHIBIT "A"

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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:

Initial: RS

EXHIBIT "A"

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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.**

EXHIBIT "A"

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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.)

EXHIBIT "A"

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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.

EXHIBIT "A"

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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:** RS

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.

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: RS

EXHIBIT "A"

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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.

EXHIBIT "A"

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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

Turf Tank

Company Name

Signature of Authorized Company Official

Ryan Stubbe, VP of Sales

Printed Name and Title

2.6.2023

Date

EXHIBIT "A"

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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: Intelligent Marking USA, Inc.
*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☒ Corporation ☐ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): _____

Federal Employer Identification Number: 82-4931662
(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.)*

Turf Tank

EXHIBIT "A"

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.

Intelligent Marking USA Inc.

2 Business name/disregarded entity name, if different from above

Turf Tank

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) _____

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.

8790 F Street Suite 830

Requester's name and address (optional)

6 City, state, and ZIP code

Omaha, NE 68127

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

8	2	–	4	9	3	1	6	6	2

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 ▶ Saramii Hales Date ▶ 1/1/23

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.*

EXHIBIT "A"

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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: $ 0. (The period of the 12-month period is 1/1/22 / 12/31/22). 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		
2. T-PASS (State of Texas)	N		
3. OMNIA Partners	N		
4. Sourcewell (NJPA)	N		
5. E&I Cooperative	N		
6. Houston-Galveston Area Council (HGAC)	N		
7. Choice Partners	N		
8. The Interlocal Purchasing System (TIPS)	N		
9. Other	N		

☒ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): _____ **Proposed Discount (%):** _____

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Explanation: _____

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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	Manatee County Parks & Rec (FL)	David Shurmur	941-238-8621	dshurmur@mymanatee.org	Price Varied	5 Robots
2.	Fayetteville Parks & Recreation (AR)	Byron Humphry	479-841-5484	bhumphry@fayetteville-ar.gov	0% 2022 Pricing	1 Robot
3.	Goodyear Parks & Recreation (AZ)	Jeremy Fiugueroa	623-693-3650	jeremy.figueroa@goodyearaz.gov	4%	2 Robots
4.	Gilbert Unified School District (AZ)	Johnny Gutierrez	480-369-4536	johnny.gutierrez@gilbertschools.net	0% 2022 Pricing	1 Robot
5.	Arkansas State University (AR)	Nick Grevas	870-558-9039	ngrevas@astate.edu	0% 2022 Pricing	1 Robot

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** [x] **NO** [ ] If YES, please explain:

Although our pricing stays quite consistent across the board, we are very understanding in terms of our governmental organizations and their procurement processes. For example, if organization A's budget does not rollover until July, but is needing the robot in March, we will work with them to figure out a payment schedule that works for both parties to help them get their equipment when they need it.

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.)

Turf Tank

Straight lines to victory

Turf Tank revolutionizes the line marking industry with the invention of the world's first autonomous line marking robot for sports fields, the Turf Tank ONE. From small sports clubs and high schools to major colleges and professional teams, the robot helps sports facilities all over the world create pristine fields, while saving time and money.

Word File included with proposal online.

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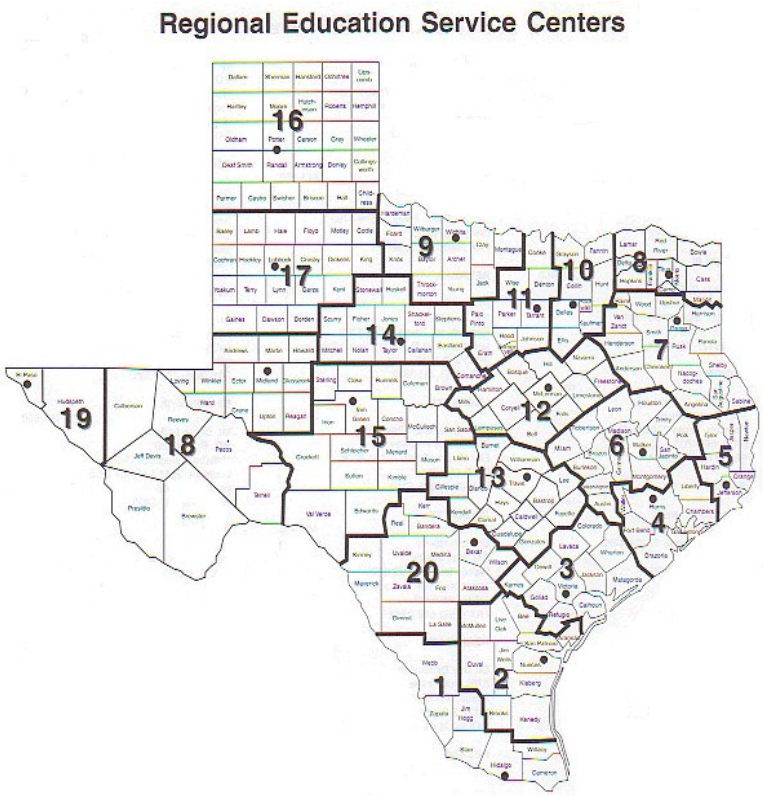
TEXAS REGIONAL SERVICE DESIGNATION

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.***

- ▪X 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
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit 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.

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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

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.

Intelligent Marking USA, Inc. dba Turf Tank	Proposal No. 706-23 Grounds Maintenance Equipment, Parts, and Supplies
Name of Vendor	Proposal Invitation Number
Signature of Authorized Company Official	Ryan Stubbe Printed Name of Authorized Company Official

2.6.2023

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)
Turf Tank Atlanta HQ	Ryan Stubbe VP of Sales	1775 West Oak Parkway, Suite 500 Marietta, GA 30062 877-396-4094 ryan.stubbe@turftank.com
Turf Tank Omaha Office	Ryan Stubbe VP of Sales	8790 F St., Suite 830 Omaha, NE 68127 877-396-4094 ryan.stubbe@turftank.com

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

_____

Designated Dealer Name | Designated Dealer Contact Person

_____

Designated Dealer Address

_____ _____ _____

City | State | Zip

_____ _____

Phone Number | Fax Number

_____ _____

Email address | Designated Dealer Tax ID Number* **(*attach W-9)**

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

1. Turf Tank has been incorporated in the United States, in the state of Georgia, since February of 2018 under Intelligent Marking USA, Inc. dba Turf Tank.

We are privately owned and are currently not for sale.

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.

2. Turf Tank's employee base in the United States is roughly 80 employees, with majority of those being resources located in the field within their given territories. We have 20 Regional Territory Sales Managers across the U.S. and roughly 16 Field Operations Engineers located across the country as well. Along with our field resources, we have an internal Customer Support team at our U.S. based headquarters in Marietta, GA, along with a team of eight Inside Sales Representatives out of Omaha, NE. All of our remote and in-person customer support is handled by the U.S. Operations 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.

3. Depending on location, a Cooperative member will be notified of our contract through one of our Regional Territory Sales Managers. This individual will fully support the transaction along with the coordination and implementation of the robotic line marking machine, the Turf Tank ONE. For during and post installation and training of the robot, the Cooperative member will have a dedicated Field Operations Engineer assigned to their account along with access to our internal Customer Support out of Marietta, GA. As far as an initial communication of our contract, we would likely send an email to our database of potential customers indicating our recent award of a BuyBoard contract. Being a part of a National Cooperative will be a huge win for our prospective base. This has been an on-going request in many recent transactions with government entities. With an agreement from BuyBoard, we can also use our social platforms to inform our potential clients on this opportunity.

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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.

4. We have roughly 1,500 customers in the United States at the beginning of 2022 with an ARR of over $10mm through 2023.

Over the last 7 years, we do not have any owners, principal shareholders or stockholders, or offices who have been a debtor party to a bankruptcy,

receivership, or insolvency proceeding.

See insurance coverage 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.

5. None

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.

6. None

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.

7. None

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VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: _____

_____
Signature of Vendor Authorized Representative

Printed Name: _____

Title: _____

Date: _____

(*For Cooperative Administrator Use Only)*

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

EXHIBIT "A"

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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 shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted**.

PROPOSAL NOTE 2: 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 3: Proposers responding to this Proposal Invitation for "**Pre-Owned/Reconditioned/Retired Rental**" equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

1. Discount (%) off catalog/pricelist for **Tractors, Equipment, Supplies, and Accessories** (20 to 200 Engine HP).
2. Discount (%) off catalog/pricelist for **Lawn and Garden Tractors, Equipment, Supplies, and Accessories.**
3. Discount (%) off catalog/pricelist for **Front Mowers, Equipment, Supplies, and Accessories.**
4. Discount (%) off catalog/pricelist for **Wide Area Mowers, Equipment, Supplies, and Accessories.**
5. Discount (%) off catalog/pricelist for **Zero Turn Mowers, Equipment, Supplies, and Accessories.**
6. Discount (%) off catalog/pricelist for **Walk Behind Mowers, Equipment, Supplies, and Accessories.**
7. Discount (%) off catalog/pricelist for **Golf and Turf Carts and Equipment, Supplies, and Accessories** (for uses in fleet, food/beverage, hospitality, maintenance, personal and transport).
8. Discount (%) off catalog/pricelist for **All (Utility) Terrain Vehicles, Equipment, Supplies, and Accessories.**
9. Discount (%) off catalog/pricelist for **Cutters and Shredders, Equipment, Supplies, and Accessories.**
10. Discount (%) off catalog/pricelist for **Sprayers, Supplies, and Accessories.**
11. Discount (%) off catalog/pricelist for **Scrapers, Supplies, and Accessories.**
12. Discount (%) off catalog/pricelist for **Hand-Held Grounds Maintenance Equipment, Supplies, and Accessories.**
13. Discount (%) off catalog/pricelist for **Landscape and Turf Care Attachments.**
14. Discount (%) off catalog/pricelist for **Parking Lot/Sidewalk Sweepers, Supplies, and Accessories.**
15. Discount (%) off catalog/pricelist for **Turf Maintenance Sweepers and Equipment, Supplies, and Accessories.**
16. Discount (%) off catalog/pricelist for **Outdoor Scrubbers, Supplies, and Accessories.**
17. Discount (%) off catalog/pricelist for **Hydroseeding Equipment, Supplies, and Accessories.**
18. Discount (%) off catalog/pricelist for **Bark and Straw Blowers and Crimper Equipment, Supplies, and Accessories.**

19. Discount (%) off catalog/pricelist for **All Other Types of Grounds Maintenance Equipment, Supplies and Accessories.**
20. Discount (%) off catalog/pricelist for **Ground Maintenance Equipment Repair Parts.**
21. Discount (%) off catalog/pricelist for **Ground Maintenance Equipment Service Agreements.**

Section II: Grounds Maintenance Equipment-RENTAL ONLY (Rental Rate Price Sheet must be submitted with Proposal or Proposal will not be considered).

22. Discount (%) off catalog/pricelist for **Rental of All Types of Grounds Maintenance Equipment, Accessories and Attachments.**

Section III: Grounds Maintenance Equipment (Pre-Owned/Reconditioned/Retired Rental)-PURCHASE ONLY (Pre-Owned/Reconditioned/Retired Rental catalog/pricelist must be submitted with Proposal or Proposal will not be considered).

23. Discount (%) off catalog/pricelist for **Pre-Owned/Reconditioned/Retired Rental of All Grounds Maintenance Equipment.**

Section IV: Installation and Repair Service

24. **Hourly Labor Rate for Installation/Repair Service of Grounds Maintenance Equipment and Related Products** - Not to Exceed hourly labor rate for Installation/Repair Service Grounds Maintenance Equipment and Related Products

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THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 1

Proposal Invitation No. 706-23
Grounds Maintenance Equipment, Parts, and Supplies

The following addendum is issued to Proposal Invitation 706-23, Grounds Maintenance Equipment, Parts, and Supplies and shall become a permanent part of the Proposal Invitation document:

PROPOSAL DUE DATE
The proposal deadline has been extended for this proposal invitation until **February 21, 2023, at 4:00 P.M.**

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: Turf Tank

Address: 8790 F St., Suite 830

Signature of Authorized Company Official: _____ Title: _____

Telephone Number: 877.396.4094 Date: 2/6/2023

EXHIBIT "A"

Turf Tank Information

Contact: Ryan Stubbe
Address: 8790 F St., Suite 830
Omaha, NE 68127
Phone: (877) 396-4094
Email: ryan.stubbe@turftank.com
Web Address: www.turftank.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Ryan Stubbe — *Signature*

ryan.stubbe@turftank.com — *Email*

Submitted at 2/20/2023 12:05:28 PM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 706-23 Grounds Maintenance Equipment, Parts, and Supplies — BuyBoard Proposal - Turf Tank One+.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.)

Catalog/Pricelist — BuyBoard Catalog - Grounds Maintenance - Turf Tank Pricelist - PURCHASE ONLY.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 (Rental Rate Price Sheet for Line Item No. 22 must be submitted with Proposal or Proposal will not be considered) — BuyBoard Catalog - Grounds Maintenance - Turf Tank Pricelist - RENTAL ONLY (1).pdf

In Excel or PDF format, upload Rental Rate Price Sheet for Line Item No. 22. Must be submitted with Proposal or Proposal will not be considered 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 (Pre-Owned/Reconditioned/Retired Rental Catalog/Pricelist for Line Item No. 23 catalog/pricelist must be submitted with Proposal or Proposal will not be considered) — BuyBoard Catalog - Grounds Maintenance - Turf Tank Pricelist - No Bid (1).pdf

In Excel or PDF format, upload Pre-Owned/Reconditioned/Retired Rental catalog/pricelist for Line Item No. 23. Must be submitted with Proposal or Proposal will not be considered 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.)

Addendum No. 1 EXHIBIT "A" Addendum-No-1-for-706-23.pdf

REQUIRED - In PDF format, upload addendum document available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed *No response*

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 Turf Tank - Company Description.docx

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 W9 2023.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Bid Attributes

1	**Federal Identification Number** Federal Identification Number 82-4931662
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

EXHIBIT "A"

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 (Yes)*
7	**Women Owned Business** Women Owned Business ☐ *Women Owned Business (Yes)*
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 (Yes)*
9	**Certification Number** Certification Number N/A
10	**Name of Certifying Agency** Certifying Agency N/A
11	**Non-MWBE/HUB** My company has NOT been certified as a MWBE/HUB ☑ Non-HUB (Yes)
12	**Vendor General Contact Information** Proposal/Contract General Contact Information

EXHIBIT "A"

13	**Vendor Proposal/Contract Contact Name** Vendor Proposal/Contract Contact Name Ryan Stubbe
14	**Vendor Proposal/Contract Contact E-mail Address** Vendor Proposal/Contract Contact E-mail Address ryan.stubbe@turftank.com
15	**Vendor Proposal/Contract Mailing Address** Vendor Proposal/Contract Mailing Address 8790 F Street, Suite 830
16	**Vendor Proposal/Contact Mailing Address - City** Vendor Proposal/Contact Mailing Address - City Omaha
17	**Vendor Proposal/Contact Mailing Address - State** Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name) NE
18	**Vendor Proposal/Contact Mailing Address - Zip Code** Vendor Proposal/Contact Mailing Address - Zip Code 68127
19	**Vendor Proposal/Contact Phone Number** Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx) 877-396-4094
20	**Vendor Proposal/Contact Extension Number** Vendor Proposal/Contact Extension Number N/A
21	**Company Website** Company Website (www.XXXXX.com) https://turftank.com/us/
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

EXHIBIT "A"

23	**Purchase Order E-mail Address** Purchase Order E-mail Address ryan.stubbe@turftank.com
24	**Purchase Order Contact Name** Purchase Order Contact Name Ryan Stubbe
25	**Purchase Order Contact Phone Number** Purchase Order Contact Phone Number (xxx-xxx-xxxx) 877-396-4094
26	**Purchase Order Contact Extension Number** Purchase Order Contact Extension Number N/A
27	**Alternate Purchase Order E-mail Address** Alternate Purchase Order E-mail Address alex.dixon@turftank.com
28	**Alternate Purchase Order Contact Name** Alternate Purchase Order Contact Name Alex Dixon
29	**Alternate Purchase Order Contact Phone Number** Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx) 712-890-9665
30	**Alternate Purchase Order Contact Extension Number** Alternate Purchase Order Contact Extension Number N/A
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** EXHIBIT "A" Request for Quote (RFQ) E-mail Address ryan.stubbe@turftank.com
34	**Request for Quote (RFQ) Contact Name** Request for Quote (RFQ) Contact Name Ryan Stubbe
35	**Request for Quote (RFQ) Contact Phone Number** Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) 877-396-4094
36	**Request for Quote (RFQ) Contact Extension Number** Request for Quote (RFQ) Contact Extension Number N/A
37	**Alternate Request for Quote (RFQ) E-mail Address** Alternate Request for Quote (RFQ) E-mail Address alex.dixon@turftank.com
38	**Alternate Request for Quote (RFQ) Contact Name** Alternate Request for Quote (RFQ) Contact Name Alex Dixon
39	**Alternate Request for Quote (RFQ) Contact Phone Number** Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) 712-890-9665
40	**Alternate Request for Quote (RFQ) Contact Extension Number** Alternate Request for Quote (RFQ) Contact Extension Number N/A
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**.

EXHIBIT "A"

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

Turf Tank

44 **Invoice Company Department Name**

Invoice Company Department Name

Finance & Accounting

45 **Invoice Contact Name**

Invoice Contact Name

Lindsey Weaver

46 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

8790 F Street, Suite 830

47 **Invoice Mailing Address - City**

Invoice Mailing Address - City

Omaha

48 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

NE

49 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

68127

50 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

877-396-4094

EXHIBIT "A"

51	**Invoice Contact Extension Number** Invoice Contact Extension Number N/A
52	**Invoice Contact Fax Number** Invoice Contact Fax Number (xxx-xxx-xxxx) N/A
53	**Invoice Contact E-mail Address** Invoice Contact E-mail lindsey.weaver@turftank.com
54	**Invoice Contact Alternate E-mail Address** Invoice Contact Alternate E-mail Address ryan.stubbe@turftank.com
55	**Billing Agent Company Name** Billing Agent Company Name N/A
56	**Billing Agent Department Name** Billing Agent Department Name N/A
57	**Billing Agent Contact Name** Billing Agent Contact Name N/A
58	**Billing Agent Mailing Address** Billing Agent Mailing Address (P.O. Box or Street Address) N/A
59	**Billing Agent Mailing Address - City** Billing Agent Mailing Address - City N/A
60	**Billing Agent Mailing Address - State** Billing Agent Mailing Address - State (Abbreviate State Name) N/A
61	**Billing Agent Mailing Address - Zip Code** Billing Agent Mailing Address - Zip Code N/A
62	**Billing Agent Contact Phone Number** Billing Agent Contact Phone Number (xxx-xxx-xxxx) N/A

EXHIBIT "A"

63	**Billing Agent Contact Extension Number** Billing Agent Contact Extension Number N/A
64	**Billing Agent Fax Number** Billing Agent Fax Number N/A
65	**Billing Agent Contact E-mail Address** Billing Agent Contact E-mail Address N/A
66	**Billing Agent Alternative E-mail Address** Billing Agent Alternative E-mail Address N/A
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).* Invoices are due at installation and training of the Turf Tank One+ Robot.
69	**Vendor's Internal/Assigned Reference/Quote Number** Vendor's Internal/Assigned Reference/Quote Number N/A
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. N/A
71	**Electronic Payments** Are electronic payments acceptable to your company? Yes
72	**Credit Card Payments** Are credit card payments acceptable to your company? Yes

EXHIBIT "A"

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

Turf Tank

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.

All Regions

76 **Region 1**

Region 1 - Edinburg

☐ *Region 1 (1)*

77 **Region 2**

Region 2 - Corpus Christi

☐ *Region 2 (2)*

78 **Region 3**

Region 3 - Victoria

☐ *Region 3 (3)*

79 **Region 4**

Region 4 - Houston

☐ *Region 4 (4)*

80 **Region 5**

Region 5 - Beaumont

☐ *Region 5 (5)*

81 **Region 6**

Region 6 - Huntsville

☐ *Region 6 (6)*

82 **Region 7**

Region 7 - Kilgore

☐ *Region 7 (7)*

EXHIBIT "A"

83	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8 (8)*
84	**Region 9** Region 9 - Wichita Falls ☐ *Region 9 (9)*
85	**Region 10** Region 10 - Richardson ☐ *Region 10 (10)*
86	**Region 11** Region 11 - Fort Worth ☐ *Region 11 (11)*
87	**Region 12** Region 12 - Waco ☐ *Region 12 (12)*
88	**Region 13** Region 13 - Austin ☐ *Region 13 (13)*
89	**Region 14** Region 14 - Abilene ☐ *Region 14 (14)*
90	**Region 15** Region 15 - San Angelo ☐ *Region 15 (15)*
91	**Region 16** Region 16 - Amarillo ☐ *Region 16 (16)*
92	**Region 17** Region 17 - Lubbock ☐ *Region 17 (17)*
93	**Region 18** Region 18 - Midland ☐ *Region 18 (18)*
94	**Region 19** Region 19 - El Paso ☐ *Region 19 (19)*

EXHIBIT "A"

95	**Region 20** Region 20 - San Antonio ☐ *Region 20 (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 Turf Tank
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.** All States
99	**Alabama** Alabama ☐ *Alabama (AL)*
100	**Alaska** Alaska ☐ *Alaska (AK)*
101	**Arizona** Arizona ☐ *Arizona (AZ)*
102	**Arkansas** Arkansas ☐ *Arkansas (AR)*
103	**California** California (Public Contract Code 20118 & 20652) ☐ *California (CA)*

EXHIBIT "A"

104	**Colorado** Colorado ☐ *Colorado (CO)*
105	**Connecticut** Connecticut ☐ *Connecticut (CT)*
106	**Delaware** Delaware ☐ *Delaware (DE)*
107	**District of Columbia** District of Columbia ☐ *District of Columbia (DC)*
108	**Florida** Florida ☐ *Florida (FL)*
109	**Georgia** Georgia ☐ *Georgia (GA)*
110	**Hawaii** Hawaii ☐ *Hawaii (HI)*
111	**Idaho** Idaho ☐ *Idaho (ID)*
112	**Illinois** Illinois ☐ *Illinois (IL)*
113	**Indiana** Indiana ☐ *Indiana (IN)*
114	**Iowa** Iowa ☐ *Iowa (IA)*
115	**Kansas** Kansas ☐ *Kansas (KS)*

EXHIBIT "A"

116	**Kentucky** Kentucky ☐ *Kentucky (KY)*
117	**Louisiana** Louisiana ☐ *Louisiana (LA)*
118	**Maine** Maine ☐ *Maine (ME)*
119	**Maryland** Maryland ☐ *Maryland (MD)*
120	**Massachusetts** Massachusetts ☐ *Massachusetts (MA)*
121	**Michigan** Michigan ☐ *Michigan (MI)*
122	**Minnesota** Minnesota ☐ *Minnesota (MN)*
123	**Mississippi** Mississippi ☐ *Mississippi (MS)*
124	**Missouri** Missouri ☐ *Missouri (MO)*
125	**Montana** Montana ☐ *Montana (MT)*
126	**Nebraska** Nebraska ☐ *Nebraska (NE)*
127	**Nevada** Nevada ☐ *Nevada (NV)*

EXHIBIT "A"

128	**New Hampshire** New Hampshire ☐ *New Hampshire (NH)*
129	**New Jersey** New Jersey ☐ *New Jersey (NJ)*
130	**New Mexico** New Mexico ☐ *New Mexico (NM)*
131	**New York** New York ☐ *New York (NY)*
132	**North Carolina** North Carolina ☐ *North Carolina (NC)*
133	**North Dakota** North Dakota ☐ *North Dakota (ND)*
134	**Ohio** Ohio ☐ *Ohio (OH)*
135	**Oklahoma** Oklahoma ☐ *Oklahoma (OK)*
136	**Oregon** Oregon ☐ *Oregon (OR)*
137	**Pennsylvania** Pennsylvania ☐ *Pennsylvania (PA)*
138	**Rhode Island** Rhode Island ☐ *Rhode Island (RI)*
139	**South Carolina** South Carolina ☐ *South Carolina (SC)*

EXHIBIT "A"

140	**South Dakota** South Dakota ☐ *South Dakota (SD)*
141	**Tennessee** Tennessee ☐ *Tennessee (TN)*
142	**Texas** Texas ☐ *Texas (TX)*
143	**Utah** Utah ☐ *Utah (UT)*
144	**Vermont** Vermont ☐ *Vermont (VT)*
145	**Virginia** Virginia ☐ *Virginia (VA)*
146	**Washington** Washington ☐ *Washington (WA)*
147	**West Virginia** West Virginia ☐ *West Virginia (WV)*
148	**Wisconsin** Wisconsin ☐ *Wisconsin (WI)*
149	**Wyoming** Wyoming ☐ *Wyoming (WY)*

Bid Lines

EXHIBIT "A"

1 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Tractors, Equipment, Supplies, and Accessories** (20 to 200 Engine HP).
Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: 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 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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

EXHIBIT "A"

2 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Lawn and Garden Tractors, Equipment, Supplies, and Accessories**.
Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: 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 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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

EXHIBIT "A"

3 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Front Mowers, Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: 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 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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

EXHIBIT "A"

4 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Wide Area Mowers, Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: 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 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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

EXHIBIT "A"

5 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Zero Turn Mowers, Equipment, Supplies, and Accessories**. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: 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 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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

EXHIBIT "A"

6 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Walk Behind Mowers, Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: 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 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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

EXHIBIT "A"

7 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Golf and Turf Carts and Equipment, Supplies, and Accessories** (for uses in fleet, food/beverage, hospitality, maintenance, personal and transport). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: 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 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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

EXHIBIT "A"

8 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **All (Utility) Terrain Vehicles, Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: 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 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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

EXHIBIT "A"

9 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Cutters and Shredders, Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: 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 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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

EXHIBIT "A"

10 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Sprayers, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: 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 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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

EXHIBIT "A"

11 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Scrapers, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: 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 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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

EXHIBIT "A"

12 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Hand-Held Grounds Maintenance Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: 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 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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

EXHIBIT "A"

13 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Landscape and Turf Care Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: 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 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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

EXHIBIT "A"

14 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Parking Lot/Sidewalk Sweepers, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: 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 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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

EXHIBIT "A"

15 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Turf Maintenance Sweepers and Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: 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 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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

EXHIBIT "A"

16 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Outdoor Scrubbers, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: 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 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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

EXHIBIT "A"

17 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Hydroseeding Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: 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 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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

EXHIBIT "A"

18 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Bark and Straw Blowers and Crimper Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: 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 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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

EXHIBIT "A"

19 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **All Other Types of Grounds Maintenance Equipment, Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: 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 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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".

Turf Tank Pricelist - 5%

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EXHIBIT "A"

20 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Ground Maintenance Equipment Repair Parts.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: 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 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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".

Turf Tank Pricelist - 10%

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EXHIBIT "A"

21 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Ground Maintenance Equipment Service Agreements.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: 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 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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".

Turf Tank Pricelist - 0%

Page 78 of 82

EXHIBIT "A"

22	**Section II: Grounds Maintenance Equipment RENTAL ONLY** (Rental Rate Price Sheet must be submitted with Proposal or Proposal will not be considered). Discount (%) off catalog/pricelist for **Rental of All Types of Grounds Maintenance Equipment, Accessories and** **Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered. Total: 0% Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** **PROPOSAL NOTE 2:** 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 3:** Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools. 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

EXHIBIT "A"

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".

Turf Tank Pricelist - 0%

EXHIBIT "A"

23	**Section III: Grounds Maintenance Equipment (Pre-Owned/Reconditioned/Retired Rental)-PURCHASE ONLY** (Pre-Owned/Reconditioned/Retired Rental catalog/pricelist must be submitted with Proposal or Proposal will not be considered). Discount (%) off catalog/pricelist for **Pre-Owned/Reconditioned/Retired Rental of All Grounds Maintenance Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered. ***No Bid***

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: 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 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

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

EXHIBIT "A"

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 II: Installation and Repair Service**

Hourly Labor Rate for Installation/Repair Service of Grounds Maintenance Equipment and Related Products - **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: $100.00 Total: $100.00

Response Total: $100.00

STAFF REPORT

MEETING: City Council - 04 Feb 2025

TITLE:
Consider a resolution awarding a bid and authorizing a cooperative purchasing agreement with Rush Truck Center to purchase four Ford F-350 Medium Duty Work Trucks through Buy Board Cooperative Purchasing Agreement RFP 723-23 Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Services in the expenditure amount of $345,186.38.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**

STAFF RESPONSIBLE:
Tyler Agee, Assistant Director of Parks and Recreation
Robert Hansen, Equipment Services Superintendent

BACKGROUND/HISTORY:
The City of Duncanville's Equipment Services Division of the Public Works Department manages the acquisition, maintenance, repair, and replacement of fleet vehicles and equipment used across City departments. Per the Fleet Rotation Schedule, fleet vehicles are scheduled for replacement every seven years. Before replacing the units, they are assessed to determine if they can still be used.

The following four Ford Medium and Heavy Duty Work Trucks, used by the Parks and Recreation Department, are scheduled for replacement and have been determined to be inoperable:

- Unit 502-15 – Currently inoperable
- Unit 501-13 – Currently inoperable
- Unit 718-08 – Currently inoperable
- Unit 731-08 – Currently inoperable

To replace these vehicles, the City will procure four 2025 Ford F-350 Medium Duty Work Trucks with specialized upfits tailored to the Parks and Recreation Department's operational needs. The specifications include:

1.(2) Ford F-350 Stake Body Trucks

- 10’ x 96” flatbed with 42” removable slat side
- 1,600 lb. liftgate
- Rugby SR4016-ED hoist for 17-ton lifting capacity
- Toolboxes and manual tarp system

2. (1) Ford F-350 with Landscape Dumping Bed

- 10’ x 96” dumping flatbed with 42" stationary sides
- Heavy-duty steel construction with reinforced corners
- Rugby SR4016-ED hoist for enhanced dumping capacity

3. (1) Ford F-350 Solid Body Bed Truck

- 9’ x 96” flatbed with 42” stationary sides and rear barn door
- Rugby SR4016-ED hoist for 17-ton lifting capacity
- Toolboxes and backup camera

These new vehicles will improve the department's efficiency in transporting materials, debris, and equipment necessary for maintaining city parks, athletic fields, and public spaces. The addition of stake-side and dumping bed features allows for safer and more effective loading, unloading, and transport of materials.

The old units will be auctioned off to help offset the cost of the replacement models, with proceeds going to the Fleet Replacement Fund.

POLICY EXPLANATION:
State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any state law requiring that the local government seek competitive bids to purchase the item. The Texas Local Government Code Chapters 271 and 791 allow government agencies to participate voluntarily in these cooperative arrangements.

Furthermore, we believe the procurement of these specialty vehicles from Rush Truck Center in Dallas represents the best value to the city due to the urgency of the purchase and the guaranteed delivery date that meets the FY 2025 deadline for receiving purchases. While the city does receive a slight discount by utilizing the Texas State Municipal Contract, other vendors could not guarantee delivery of the 2025 specialty vehicles, as they require ordering and manufacturing directly from the manufacturer, which would exceed the fiscal year deadline.

Budget note. There are four items requested on this agenda from the same funding source. If all are approved the total purchase amount will be $514,486.51, leaving a balance of $758,949.

FUNDING SOURCE:

ORG and Object Number
415-700885

Available Budget	**Purchase Amount**	**After Encumber**

$1,273,435.51	$345,186.38	$928,249.13

ACTION ALTERNATIVES:

1. Approve the resolution to award the bid and authorize the cooperative purchasing agreement with Rush Truck Center to purchase four Ford F-350 Medium Duty Work Trucks through BuyBoard Cooperative Purchasing Agreement RFP 723-23 in the expenditure amount of $345,186.38.
2. Do not approve the resolution and provide alternative direction to staff.
3. Other actions as directed by Council.

ATTACHMENTS:

Resolution No. - 2025-414 - Rush Truck Centers of Texas, LP - Pdf

RESOLUTION NO. 2025-414

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING A BID AND AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH RUSH TRUCK CENTER TO PURCHASE FOUR FORD F-350 MEDIUM DUTY WORK TRUCKS THROUGH BUYBOARD COOPERATIVE PURCHASING AGREEMENT RFP 723-23 IN THE EXPENDITURE AMOUNT OF $345,186.38, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to procure fleet equipment for citywide operations to ensure efficient and reliable maintenance of public spaces and facilities; and

WHEREAS, the BuyBoard Cooperative Purchasing Program has solicited sealed bids for Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Services under RFP 723-23, and a contract was awarded to Rush Truck Center; and

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with the BuyBoard Cooperative Purchasing Program; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award a bid and authorize a cooperative purchasing agreement with Rush Truck Center to purchase four Ford F-350 Medium Duty Work Trucks through BuyBoard Cooperative Purchasing Agreement RFP 723-23 in the expenditure amount of $345,186.38, attached hereto and incorporated herein as Exhibit A, and authorizes the City Manager to execute the necessary documents related to said expenditures; and

WHEREAS, the City of Duncanville believes that the procurement of these specialty vehicles from Rush Truck Center in Dallas represents the best value to the city due to the urgency of the purchase and the guaranteed delivery date that meets the FY 2025 deadline to receive purchases; and

WHEREAS, while the City does receive a slight discount by utilizing the Texas State Municipal Contract, other vendors could not guarantee delivery of the 2025 specialty vehicles, as they would need to be ordered and built by the manufacturer, causing delays beyond the fiscal year deadline.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The City Council of the City of Duncanville, Texas, hereby awards a bid and authorizes a cooperative purchasing agreement with Rush Truck Center to purchase four Ford F-350 Medium Duty Work Trucks through BuyBoard Cooperative Purchasing Agreement RFP 723-23 in the expenditure amount of $345,186.38, attached hereto and incorporated herein as Exhibit A, and authorizes the City Manager to execute the necessary documents related to said expenditures.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 4th day of February, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Quotation Summary Worksheet
EXHIBIT "A"

City of Duncanville, Texas
Purchasing Office

INSTRUCTIONS FOR COMPLETION:

1) Per City Policy, purchases between $3,000 and $25,000 require at least three (3) vendor quotes.
2) Vendor quotes must be in writing (i.e. Vendor Quotation form; Vendor email; Internet Quote, etc.).
3) All awards should be made to the vendor whose proposal offers the "best value" to the City.
4) Awards based on "best value" may consider various factors, including but not limited to:
(a) Price / Total Cost of Ownership, (b) Product/Service Quality, (c) Availability, (d) Vendor/Product Reputation, (e) Vendor's Ability to Meet City's Needs,
(f) Client References, (g) Cooperative Contract, (h)Past Experience with City, and/or (i) any other relevant factor that ensures best value to the City.
5) Upon consideration of all factors, if all bids meet the District's needs, the award should be made to the lowest bidder.
6) Purchases in excess of $25,000 shall be brought to Purchasing for evaluation.

Place "X" for selected vendor:				X				No Bid					
	Requistion #:			VENDOR #1		VENDOR #2		VENDOR #3		Vendor #4		Vendor #5	
Informal Bids Tabulation Summary	Vendor Name:			Rush Truck Center		Rockdale Ford		Silsbee Ford					
	Quoted By (Contact Name):			Aaron Davis		jake Schobinger		Rick Brown					
	Email			davisa@rushenterprise.com		jchobinger#usaautomotivepartners.com		rbrown.silsbeefleet@gmail.com					
Parks Fleet Replacement	Phone			(972) 268-4857		(979) 429-8847		(409) 659-1555					
	ITEM	QTY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
	1	1	ea	$0.00	$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
Ford F350 10' Crew Cab	2	1	ea	$61,611.80	$61,611.80	$61,530.00	$61,530.00	$61,044.60	$61,044.60	$0.00	$0.00	$0.00	$0.00
Knapheide Uplifting landscpae bed	3	1	ea	$22,437.65	$22,437.65	$22,437.65	$22,437.65	$22,437.65	$22,437.65		$0.00		$0.00
Knapheide Uplifting Dump bed	4	1	ea	$20,669.95	$20,669.95	$20,669.95	$20,669.95	$20,669.95	$20,669.95		$0.00		$0.00
Knapheide Uplifting Stake bed	5	1	ea	$22,289.79	$22,289.79	$22,289.79	$22,289.79	$22,289.79	$22,289.79		$0.00		$0.00
Airbag suspension Upfiting	6	1	ea	$2,813.00	$2,813.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00		$0.00		$0.00
	7		ea		$0.00		$0.00		$0.00		$0.00		$0.00
	8		ea		$0.00		$0.00		$0.00		$0.00		$0.00
	9		ea		$0.00		$0.00		$0.00		$0.00		$0.00
	10		ea		$0.00		$0.00		$0.00		$0.00		$0.00
	11		ea		$0.00		$0.00		$0.00		$0.00		$0.00
	12		ea		$0.00		$0.00		$0.00		$0.00		$0.00
*** DISCLOSURE NOTICE: By signing below, I hereby certify that all quotes recorded include all the firms that have been contacted for bids and their replies are reflected accurately on this form.**			**SUBTOTAL**		**$129,822.19**		**$129,427.39**		**$128,941.99**		**$0.00**		**$0.00**
			SHIPPING COST										$100.00
			TOTALS		**$129,822.19**		**$129,427.39**		**$128,941.99**		**$0.00**		**$100.00**
	PAYMENT TERMS												
	F.O.B. SHIPPING TERMS												
	DELIVERY DATE												

All awards should be made based on"Best Value" to the City. Please write a short summary below of why the vendor chosen is the best value if it is not the lowest bid.

For this purchase, the preferred vendor is Rush Truck Center due to them being able to meet the guaranteed delivery deadline of FY2025. Based on the price spreadsheet the Texas State Pricing agreement gives us slightly better pricing but due to the urgency of the purchase Rush Truck Center would be the best value. Price breakdown outlines the 3 components evaluated in these quotes being the Truck Chassis specific to meet park department personnel demands, Airbag suspension upfiting, and Knapheide truck beds.

*** Name of Person Completing this Form:** Tyler Agee - AD Parks and Recreation *** Signature:** Tyler Agee

NOTE: THE COMPLETED & SIGNED TABULATION FORM AND COPIES OF ALL QUOTES MUST BE ATTACHED TO THE PURCHASE REQUISITION.

Form version 6.6.19

Rush Truck Center, Dallas Light and Medium Duty
4000 Irving Boulevard
Dallas, TX 75247
214-631-2050

EXHIBIT "A"

Customer Proposal Letter

City of Duncanville
PO BOX 380280
Duncanville, TX 75138

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2025 Make Ford Model F-350 Stock # TBD Serial # TBD

Additional Vehicle Details: BUY BOARD CONTRACT 724-23
2025 Ford F-350 Crew Cab 4x4 XL Chassis - White Ext - Vinyl Int - 7.3L Gas - Auto - 14000 GVWR - 120V outlet - Trailer Brake Controller - B/U Alarm - B/U Camera - XL Chrome - Equipped with Air Bags with Wireless Remote - Knapheide 9' Dump Body with 16" Drop Sides - Cab Protector- Pull Tarp - ICC bumper with 12k Hitch and 7 way plug - 2 Under body tool boxes - 4 pt Amber Strobes - Delivery to City of Duncanville

		Total
Quantity		
Truck Price per Unit	$ 84,994.75	$ 84,994.75
F.E.T. (Factory & Dealer Paid)	$ 0.00	
Net Sales Price	$ 84,994.75	$ 84,994.75
Optional Extended Warranty(ies)		
State Sales Tax		
Documentary Fee	$ 0.00	$ 0.00
Total Sales Price	$ 84,994.75	$ 84,994.75
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	$ 84,994.75	$ 84,994.75

Sales Representative _____ Signature | Aaron Davis Printed Name | Date

Purchaser _____ Signature | _____ Printed Name / Title | Date

Accepted by Sales Manager or General Manager _____ Signature | _____ Printed Name | Date

Quote good until 2/22/2025

Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer and Dealer reserves the right to change Quotation Total to reflect any price increases from Manufacturer. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer reserves right to adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

(1) Includes subscription period for # of specified months. (2) Customer's use of RushCare Service is governed by the RushCare User Agreement located at https://www.rushtruckcenters.com/rushcare-user-agreement. (3) Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematics Service. (4) Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.

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214-631-2050

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		Total
Quantity		
Truck Price per Unit	$ 86,714.59	$ 86,714.59
F.E.T. (Factory & Dealer Paid)	$ 0.00	
Net Sales Price	$ 86,714.59	$ 86,714.59
Optional Extended Warranty(ies)		
State Sales Tax		
Documentary Fee	$ 0.00	$ 0.00
Total Sales Price	$ 86,714.59	$ 86,714.59
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	$ 86,714.59	$ 86,714.59

Sales Representative _____ Signature | Aaron Davis Printed Name | _____ Date

Purchaser _____ Signature | _____ Printed Name / Title | _____ Date

Accepted by Sales Manager or General Manager _____ Signature | _____ Printed Name | _____ Date

Quote good until 2/22/2025

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		Total
Quantity		
Truck Price per Unit	$ 86,714.59	$ 86,714.59
F.E.T. (Factory & Dealer Paid)	$ 0.00	
Net Sales Price	$ 86,714.59	$ 86,714.59
Optional Extended Warranty(ies)		
State Sales Tax		
Documentary Fee	$ 0.00	$ 0.00
Total Sales Price	$ 86,714.59	$ 86,714.59
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	$ 86,714.59	$ 86,714.59

Sales Representative _____ Signature | Aaron Davis Printed Name | _____ Date

Purchaser _____ Signature | _____ Printed Name / Title | _____ Date

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		Total
Quantity		
Truck Price per Unit	$ 86,762.45	$ 86,762.45
F.E.T. (Factory & Dealer Paid)	$ 0.00	
Net Sales Price	$ 86,762.45	$ 86,762.45
Optional Extended Warranty(ies)		
State Sales Tax		
Documentary Fee	$ 0.00	$ 0.00
Total Sales Price	$ 86,762.45	$ 86,762.45
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	$ 86,762.45	$ 86,762.45

Sales Representative _____ Signature | Aaron Davis Printed Name | _____ Date

Purchaser _____ Signature | _____ Printed Name / Title | _____ Date

Accepted by Sales Manager or General Manager _____ Signature | _____ Printed Name | _____ Date

Quote good until 2/22/2025

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EXHIBIT "A"

Vendor Contract Information Summary

Vendor	Rush Truck Centers of Texas, L.P.
Contact	Colton Kruse
Phone	(830) 302-5219
Phone Extension	5219
Email	krusec@rushenterprises.com
Vendor Website	www.rushtruckcenters.com
TIN	74-2786264
Address Line 1	555 IH 35 South, Suite 500
Vendor City	New Braunfels
Vendor Zip	78130
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	NET30 see Exhibit A: Paym
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Services
Contract No.	723-23
Effective	12/01/2023
Expiration	11/30/2026
Accepts RFQs	Yes
Service Fee Note	Vehicle purchase orders are subject to a $400 service fee

EXHIBIT "A"

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

EXHIBIT "A"

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

P.O. Box 400, Austin, Texas 78767-0400
800.695.2919 • buyboard.com

DocuSign Envelope ID: B1588BBC-0690-4955-990F-922D97CDAE7A

EXHIBIT "A"

BuyBoard

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

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

EXHIBIT "A"

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

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

DocuSign Envelope ID: B1588BBC-0690-4955-990F-922D97CDAE7A

EXHIBIT "A"

BuyBoard®
P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

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

Initial: RN

DocuSign Envelope ID: B1588BBC-0690-4955-990F-922D97CDAE7A

EXHIBIT "A"

BuyBoard
P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

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 KN

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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.

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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.

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Initial: _____

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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☑ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

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VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☑ **NO,** I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES,** I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

DS

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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.

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10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: DS RN

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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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EXHIBIT "A"

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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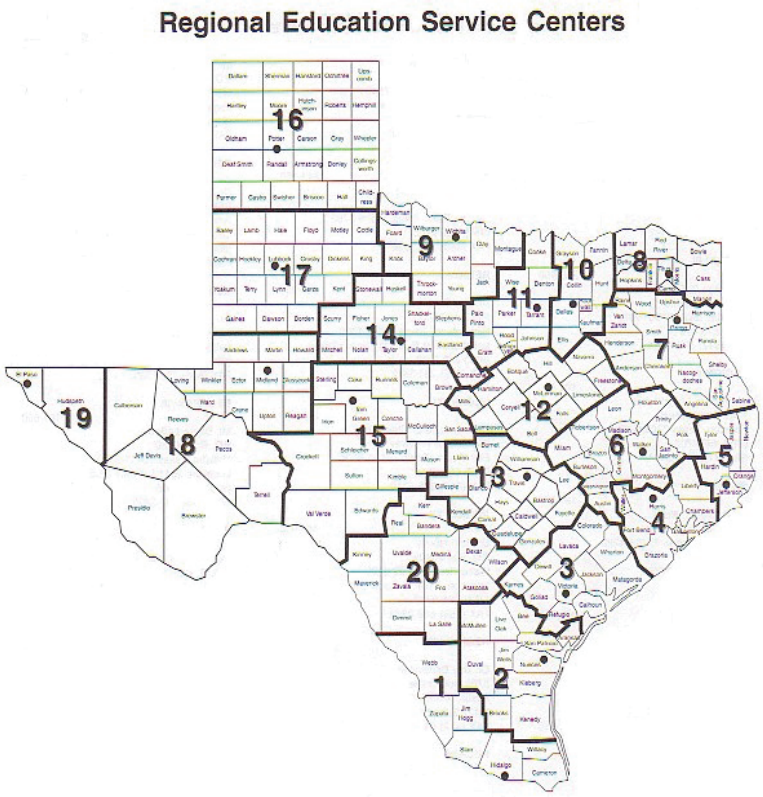
TEXAS REGIONAL SERVICE DESIGNATION

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 be in the state 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	723-23
Name of Vendor	Proposal Invitation Number
DocuSigned by: Robb Nixon 878FDE39520D49F...	Robb Nixon
Signature of Authorized Company Official	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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EXHIBIT "A"

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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EXHIBIT "A"

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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EXHIBIT "A"

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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EXHIBIT "A"

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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EXHIBIT "A"

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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EXHIBIT "A"

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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EXHIBIT "A"

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, Lewiston
529 22nd Street North
Lewiston, ID 83501 (Nez Perce County)
(208) 748-7100
(208) 746-1356

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, Twin Falls
537 Arlen Drive
Jerome, ID 83338 (Jerome County)
(208) 732-7800
(208) 733-9421 Fax

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EXHIBIT "A"

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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EXHIBIT "A"

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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EXHIBIT "A"

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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EXHIBIT "A"

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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EXHIBIT "A"

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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EXHIBIT "A"

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 Truck Center, Hickory
2340 US Highway 70 SW
Hickory, NC 28602 (Catawba County)
(828) 449-2700
(828) 449-2747 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

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EXHIBIT "A"

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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EXHIBIT "A"

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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EXHIBIT "A"

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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EXHIBIT "A"

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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EXHIBIT "A"

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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EXHIBIT "A"

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, Springville
195 North 2000 West
Springville, UT 84663 (Utah County)
(801) 704-8500
(801) 491-2231 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

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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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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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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 "A"

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"

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 "A"

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: Mitsubushi 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: Mitsubushi 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.

DocuSign Envelope ID: B1588BBC-0690-4955-990F-922D97CDAE7A

EXHIBIT "A"

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

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.

DocuSign Envelope ID: B1588BBC-0690-4955-990F-922D97CDAE7A

EXHIBIT "A"

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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.

EXHIBIT "A"

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*

EXHIBIT "A"

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

EXHIBIT "A"

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

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Line 263--NPR-HD Crew - Diesel.pdf
Line 263--NPR-HD Crew - Diesel

EXHIBIT "A"

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

EXHIBIT "A"

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** EXHIBIT "A" 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*

EXHIBIT "A"

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

EXHIBIT "A"

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

EXHIBIT "A"

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

EXHIBIT "A"

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

EXHIBIT "A"

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*

EXHIBIT "A"

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** EXHIBIT "A" **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*

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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*

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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*

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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*

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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*

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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*

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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

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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

EXHIBIT "A"

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

EXHIBIT "A"

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

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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

EXHIBIT "A"

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

EXHIBIT "A"

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

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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

EXHIBIT "A"

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.**

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

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

EXHIBIT "A"

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

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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

EXHIBIT "A"

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

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.**

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

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.**

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

EXHIBIT "A"

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

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

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

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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

EXHIBIT "A"

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

EXHIBIT "A"

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

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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

EXHIBIT "A"

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

EXHIBIT "A"

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.**

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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

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

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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

EXHIBIT "A"

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.**

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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

EXHIBIT "A"

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

EXHIBIT "A"

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

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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** EXHIBIT "A" 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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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

EXHIBIT "A"

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

EXHIBIT "A"

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

EXHIBIT "A"

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.**

EXHIBIT "A"

Section 25: Isuzu Vehicles

Base 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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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

EXHIBIT "A"

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

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

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

EXHIBIT "A"

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

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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

EXHIBIT "A"

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

EXHIBIT "A"

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

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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

EXHIBIT "A"

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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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

EXHIBIT "A"

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

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

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

EXHIBIT "A"

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 **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.

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

183 **Section 34: Mitsubishi 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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

186 **Section 34: Mitsubishi 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: Mitsubishi 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

EXHIBIT "A"

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: Mitsubushi 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: Mitsubushi 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

EXHIBIT "A"

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

190 **Section 35: Mitsubushi 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

191 **Section 35: Mitsubushi 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

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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

EXHIBIT "A"

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

EXHIBIT "A"

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

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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

EXHIBIT "A"

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

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

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

EXHIBIT "A"

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

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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

EXHIBIT "A"

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

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.**

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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

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

EXHIBIT "A"

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

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

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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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.**

EXHIBIT "A"

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.**

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Section 19: Hino Vehicles (Addendum No.1) EXHIBIT "A"

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.**

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Section 19: Hino Vehicles (Addendum No.1) EXHIBIT "A"

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.**

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Section 19: Hino Vehicles (Addendum No.1) EXHIBIT "A"

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)** EXHIBIT "A" 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)** EXHIBIT "A"

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)** EXHIBIT "A" 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)** EXHIBIT "A"

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.**

EXHIBIT "A"

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.**

EXHIBIT "A"

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) EXHIBIT "A"

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 EXHIBIT "A"

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)** EXHIBIT "A"

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)** EXHIBIT "A"

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.**

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Section 25: Isuzu Vehicles (Addendum No. 1) EXHIBIT "A"

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.**

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Section 25: Isuzu Vehicles (Addendum No. 1) EXHIBIT "A"

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)** EXHIBIT "A"

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)** EXHIBIT "A" 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)** EXHIBIT "A" 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

EXHIBIT "A"

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.

EXHIBIT "A"

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: B2290

GENERAL DISTINGUISHING NUMBER:

MOTOR VEHICLE DIVISION 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 EXHIBIT "A"

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.

EXHIBIT "A"

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

DEPARTMENT OF PUBLIC SAFETY
BUREAU OF MOTOR VEHICLES

MIKE DEWINE
GOVERNOR

THOMAS STICKRATH
DIRECTOR

REGISTRAR
OHIO BUREAU OF MOTOR VEHICLES

BMV 4416 1/19 [17601163]

EXHIBIT "A"

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 EXHIBIT "A"

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
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PHYSICAL LOCATION:
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ADDITIONAL LOCATION(S): For used vehicle sales only

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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.

PRO

EXHIBIT "A"

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

EXHIBIT "A"

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.

Hino Motors Sales U.S.A., Inc. 45501 Twelve Mile Road, Novi MI 48377 Phone 248 699-9300 Fax 248 699-9310 www.hino.com

EXHIBIT "A"

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.

EXHIBIT "A"

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

EXHIBIT "A"

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

EXHIBIT "A"

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

EXHIBIT "A"

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

PETERBILT MOTORS COMPANY
A PACCAR COMPANY
1700 WOODBROOK STREET DENTON, TEXAS 76205-7864
940-591-4000 FAX: 940-591-4260

EXHIBIT "A"

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 "A"

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

STAFF REPORT

MEETING: City Council - 04 Feb 2025

TITLE:
Consider a resolution awarding a bid and authorizing a cooperative purchasing agreement with North Texas Trailers LLC to purchase one twenty-two-foot-long tilting bed trailer through BuyBoard Cooperative Purchasing Agreement RFP 687-22 Trailers, Optional Equipment, Parts, and Maintenance Repair Service in the expenditure amount of $14,074.10.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**

STAFF RESPONSIBLE:
Tyler Agee, Assistant Director of Parks and Recreation
Robert Hansen, Equipment Services Superintendent

BACKGROUND/HISTORY:
The City of Duncanville's Equipment Services Division of the Public Works Department manages the acquisition, maintenance, repair, and replacement of fleet vehicles and equipment used across City departments. Per the Fleet Rotation Schedule, fleet equipment is assessed and replaced every seven years to ensure safe and efficient operations.

The Parks and Recreation Department recently acquired a new Bobcat T66 for use in various maintenance and improvement projects across the city. To transport this equipment safely and efficiently, a twenty-two-foot-long tilting bed trailer is required.

The proposed trailer, purchased from North Texas Trailers, meets all towing standards for the Bobcat T66, including proper weight distribution, securement points, and durability for heavy-duty use. The tilting bed design allows for easy and secure loading and unloading, reducing the risk of accidents and minimizing damage to equipment. This investment will ensure that the Bobcat T66 can be safely stored and transported between work sites, improving operational efficiency and supporting the department's goals.

POLICY EXPLANATION:

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any state law requiring that the local government seek competitive bids to purchase the item. The Texas Local Government Code Chapters 271 and 791 allow government agencies to participate voluntarily in these cooperative arrangements.

Budget note. There are four items requested on this agenda from the same funding source. If all are approved the total purchase amount will be $514,486.51, leaving a balance of $758,949.

FUNDING SOURCE:

ORG and Object Number
415-700885

Available Budget	**Purchase Amount**	**After Encumber**
$1,273,435.51	$14,074.10	$1,259,361.41

ACTION ALTERNATIVES:

1. Approve the resolution to award the bid and authorize the cooperative purchasing agreement with North Texas Trailers LLC to purchase one twenty-two-foot tilting bed trailer through BuyBoard Cooperative Purchasing Agreement RFP 687-22 in the expenditure amount of $14,074.10.
2. Do not approve the resolution and provide alternative direction to staff.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2025-416 - North Texas Trailers LLC - Pdf

RESOLUTION NO. 2025-416

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING A BID AND AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH NORTH TEXAS TRAILERS LLC TO PURCHASE ONE TWENTY-TWO-FOOT-LONG TILTING BED TRAILER THROUGH BUYBOARD COOPERATIVE PURCHASING AGREEMENT RFP 687-22 IN THE EXPENDITURE AMOUNT OF $14,074.10, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to procure fleet equipment for citywide operations to ensure the safe and efficient transportation of heavy equipment; and

WHEREAS, the BuyBoard Cooperative Purchasing Program has solicited sealed bids for Trailers, Optional Equipment, Parts, and Maintenance Repair Services under RFP 687-22, and a contract was awarded to North Texas Trailers LLC; and

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with the BuyBoard Cooperative Purchasing Program; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award a bid and authorize a cooperative purchasing agreement with North Texas Trailers LLC to purchase one twenty-two-foot-long tilting bed trailer through BuyBoard Cooperative Purchasing Agreement RFP 687-22 in the expenditure amount of $14,074.10, attached hereto and incorporated herein as Exhibit A, and authorizes the City Manager to execute the necessary documents related to said expenditures.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The City Council of the City of Duncanville, Texas, hereby awards a bid and authorizes a cooperative purchasing agreement with North Texas Trailers LLC to purchase one twenty-two-foot-long tilting bed trailer through BuyBoard Cooperative Purchasing Agreement RFP 687-22 in the expenditure amount of $14,074.10, attached hereto and incorporated herein as Exhibit A, and authorizes the City Manager to execute the necessary documents related to said expenditures.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 4th day of February, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

NORTH TEXAS TRAILERS

Quote Only
North Texas Trailers LLC
3901 E. Loop 820 South
Ft. Worth, TX 76119
(817) 496-3800 Fax: (817) 496-3814

Ref # 26260
Date: 04/22/2024
Sales Person: James M Gorrell
Sales Person Email: ftwsales3@ntxtrailers.com

Customer: **City of Duncanville**
Address:

County:

Home: (214) 918-2578

Email: jonathan.deleon@duncanvilletx.gov

Description of Purchase

New 2024 MAXXD G8X10222 8.5X22 TANDEM AXLE 16K GRAVITY TILT TRAILER - CITY OF DUNCANVILLE - G8X10222

VIN	Ext Color #	Int Color.	Mileage	Weight	GVW	Length	Width
	Black				16000	22	102

Optional Equipment & Accessories

** BuyBoard Contract# 687-22 **
** NET 30 **

G8X10222 -- 12,966.34
A74 - 8k Axles -- 1466.63
D50 - 6ft Stationary Deck -- 0.00
N16 - Wrap Tongue with Toolbox -- 233.33
Y04 - Fork Pockets -- 455.00
BuyBoard Discount -- (-1209.70
Prep/TempTag/Insp/Doc -- 162.50
---
* Requires Signed PO to Secure Order

Trade:

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

Selling Price Summary

Sales Price	$15,121.30
Discount	$1,209.70
Rebate	$0.00
Trade Allowance(s)	$0.00
Optional Equipment & Accessories	$0.00
Net Selling Price	$13,911.60
Prep Fee	$100.00
Road & Bridge Fee	$0.00
Title Certificate	$0.00
License Fee	$0.00
Program Fee	$0.00
e-Tag Fee	$5.00
Document Fee	$50.00
Dealer Inventory Tax	$0.00
Inspection Fee	$7.50
N/A	
N/A	
Motor Vehicle Tax	$0.00
Trade Payoff(s)	$0.00
Total Amount Due	$14,074.10
Less Down Payment	$0.00
Less Deposit	$0.00
Balance or Amount Financed	$14,074.10

Manager Signature Date

Buyer Signature Date

Buyer Signature Date

Loan Information

Finance Company:
Address:

APR: 0.00%
Term: 0 months

Monthly Payment
$0.00

EXHIBIT "A"

Terms & Conditions

POTENTIAL PRICE INCREASE(S) POLICY__

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

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

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

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

CUSTOMER INITIALS: _____

EXHIBIT "A"

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

October 22, 2024

Sent via email to: shane@ntxtrailers.com

Shane Ehrsam
North Texas Trailers LLC
955 East Hwy 121 South
Lewisville, TX 75057

Re: Trailers, Optional Equipment, Parts and Maintenance Repair Service
BuyBoard Contract 687-22

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Trailers, Optional Equipment, Parts and Maintenance Repair Service, Contract 687-22, for which the current term is set to expire November 30, 2024. At this time, the BuyBoard is renewing your contract through November 30, 2025. This will be the final renewal of this contract.

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.

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

final renewal v.02.13.2020

Endorsed by TASB TASA TML TEXAS Municipal League TASBO

EXHIBIT "A"

October 12, 2022

Sent Via Email: shane@ntxtrailers.com

Shane Ehrsam
North Texas Trailers LLC
955 E Hwy 121
Lewisville, TX 75057

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 687-22, Trailers, Optional Equipment, 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, 2022 through November 30, 2023, 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. 687-22 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. 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,

Leigh A Clover

Leigh Clover, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

EXHIBIT "A"

October 12, 2022

Sent Via Email: shane@ntxtrailers.com

Shane Ehrsam
North Texas Trailers LLC
955 E Hwy 121
Lewisville, TX 75057

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 687-22, Trailers, Optional Equipment, 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, 2022 through November 30, 2023, 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. 687-22 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. 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,

Leigh Clover, Bid Analyst
Texas Association of School Boards, Inc., Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021

P.O. Box 400, Austin, Texas 78767-0400
800.695.2919 • buyboard.com

EXHIBIT "A"

BuyBoard PURCHASING COOPERATIVE

12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Trailers, Optional Equipment, Parts and Maintenance Repair Service

Proposal Due Date/Opening Date and Time: July 14, 2022, at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Invitation Number: 687-22

Anticipated Cooperative Board Meeting Date: October 2022

Contract Term: December 1, 2022, through November 30, 2023, with two possible one-year renewals.

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.

North Texas Trailers LLC	7/8/22
Name of Proposing Company	Date
955 E Hwy 121	
Street Address	Signature of Authorized Company Official
Lewisville, TX 75057	Shane Ehrsam
City, State, Zip	Printed Name of Authorized Company Official
972-482-2283	Owner & CEO
Telephone Number of Authorized Company Official	Position or Title of Authorized Company Official
972-316-4526	20-8322084
Fax Number of Authorized Company Official	Federal ID Number

EXHIBIT "A"

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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:

EXHIBIT "A"

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5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Initial: _____

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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☑ I certify that my company is a **Resident Proposer.**
☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☒ Yes ☐ No

Initial: _____

EXHIBIT "A"

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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.

EXHIBIT "A"

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NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**

☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☒ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

_____

_____

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial: _____

EXHIBIT "A"

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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.

EXHIBIT "A"

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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:

EXHIBIT "A"

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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.**

EXHIBIT "A"

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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.)

EXHIBIT "A"

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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:** _____

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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.

EXHIBIT "A"

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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

North Texas Trailers LLC

Company Name

Signature of Authorized Company Official

Shane Ehrsam, Owner & CEO

Printed Name and Title

7/8/22

Date

EXHIBIT "A"

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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: North Texas Trailers LLC

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☐ Corporation ■ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 20-8322084

(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.)*

North Texas Trailers LLC

EXHIBIT "A"

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.
North Texas Trailers, LLC.

2 Business name/disregarded entity name, if different from above
North Texas Trailers

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) ▶ P

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) _____

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.
955 E Hwy 121

Requester's name and address (optional)

6 City, state, and ZIP code
Lewisville, TX 75057

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
20-8322084

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 ▶ [signature] Date ▶ 01-01-2022

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: $ 438800. (The period of the 12-month period is July 2021 / July 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)	N	N	
5. E&I Cooperative	N	N	
6. Houston-Galveston Area Council (HGAC)	N	Y - 3 years	#TR11-18 Supply of Trailers-Equipment, Cargo & Specialty
7. Choice Partners	N	N	
8. The Interlocal Purchasing System (TIPS)	Y	Y - 3 years	RFP 191001 Heavy Duty Equipment
9. Other	Y	Y- 3 years	Refuse Bodies

☐ **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 (%): 5 **Proposed Discount (%):** 5 & 8

Explanation: We are able to provide a deeper discount from one of our manufacturers due to total sales volume.

EXHIBIT "A"

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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 Frisco	David Kendrick	972-292-5837	dkendrick@friscotexas.gov	5%	$10,000+
2.	City of Dallas	Norma Alvarez	214-670-6731	norma.alvarez@dallascityhall.com	5%	$10,000+
3.	Town of Flower Mound	Billy Sterner	940-368-0665	bill.sterner@flower-mound.com	5%	$10,000+
4.	City of Grand Prarie	Jayson Ramirez	972-237-8501	jrramirez@gptx.org	5%	$50,000+
5.	City of Dallas Sanitation Services	Matthew Libbey	469-332-7115	matthew.libbey@dallascityhall.com	5%	$10,000+

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.)

EXHIBIT "A"

North Texas Trailers Company Profile

Founded in 2007, North Texas Trailers LLC (NTT) is a full-service dealership that offers sales, service, parts, and rentals for all types of utility and cargo trailers. NTT offers trailer brands that include Wells Cargo, Pace, Cargo Express, MAXX-D, Kwikload, and Rockin' S. NTT holds first right of refusal, protected territory rights for new locations that sell Wells Cargo products within the Dallas Ft. Worth (DFW) metro area. Additionally, NTT has negotiated exclusive distribution rights of the Kwikload Trailer product line for the entire state of Texas. In essence, NTT is working a very successful partnership with Kwikload Trailers acting as its sales force. NTT's parts and service offering includes a full line of trailer parts and normal trailer service as well as custom trailer modifications for all types of utility and cargo trailers. NTT also owns the largest utility and cargo trailer rental fleet in the DFW market.

NTT offers the highest quality manufactured trailers on the market at the best prices. For customers who are seeking to purchase a trailer or prefer a custom-built model, NTT offers endless options with a no hassle sales strategy.

NTT's over-the-counter parts departments are second to none in the DFW area. Between all NTT stores, $150,000 - $200,000 of parts inventory are always on hand. In the trailer parts business, if you do not have the right part in stock when the customer's trailer breaks down you will lose the sale. NTT's years of experience allows the Company to stock high volume, multi-turn parts inventory available for customers when they need it. NTT's rental fleet is unmatched in DFW because it is comprised of the highest quality Wells Cargo trailers and a mixture of Texas Bragg and MAXX-D utility trailers

The common success drivers for NTT's cargo and utility trailer sales, parts and service, and rental fleet is a focus on customer satisfaction, customization, and product diversification. This, coupled with NTT's nimbleness to make strategic additions of new brands, has allowed NTT to become one of DFW's largest trailer, parts/service, and rental dealer.

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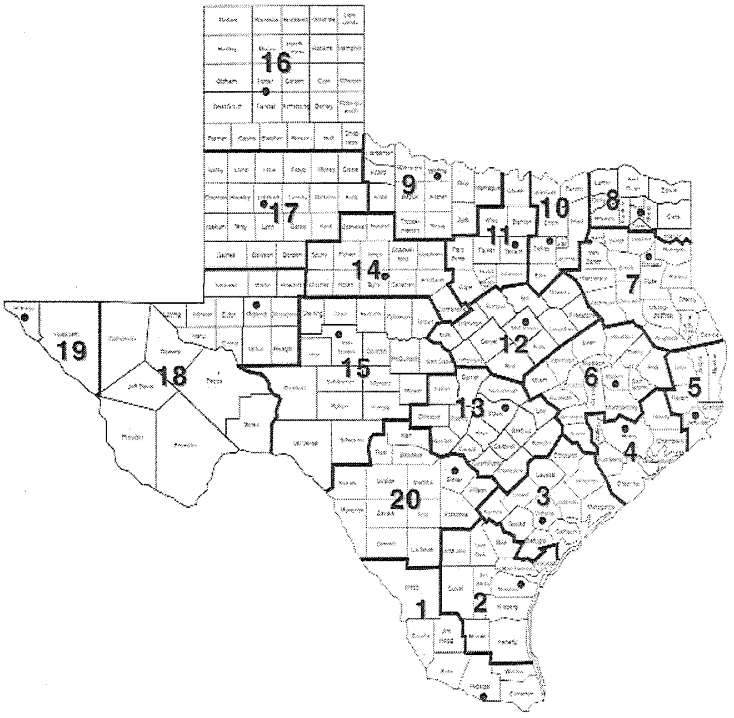
TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

Regional Education Service Centers



Region and Headquarters

1 Edinburg
2 Corpus Christi
3 Victoria
4 Houston
5 Beaumont
6 Huntsville
7 Kilgore
8 Mount Pleasant
9 Wichita Falls
10 Richardson
11 Fort Worth
12 Waco
13 Austin
14 Abilene
15 San Angelo
16 Amarillo
17 Lubbock
18 Midland
19 El Paso
20 San Antonio

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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** at least five (5) business days prior to the Proposal Due Date.) ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- ✓ I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit 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.

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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

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.

North Texas Trailers LLC	687-22
Name of Vendor	Proposal Invitation Number
Signature of Authorized Company Official	Shane Ehrsam
	Printed Name of Authorized Company Official

7/8/22

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)
North Texas Trailers - Fort Worth	James Gorrell	3901 E Loop 820 S. Fort Worth, TX 76119 / 817-496-3800 / ftwsales3@ntxtrailers.com
North Texas Trailers - McKinney	Sheila Sandlin	1030 N McDonald St. McKinney, TX 75059 / 972-547-4040 / mcksales5@ntxtrailers.com
North Texas Trailers - Lewisville	Tom McWilliams	955 E Hwy 121 Lewisville, TX 75057 / 972-219-1318 / lewsales3@ntxtrailers.com

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name _____ Designated Dealer Contact Person _____

Designated Dealer Address _____

City _____ State _____ Zip _____

Phone Number _____ Fax Number _____

Email address _____ Designated Dealer Tax ID Number* **(*attach W-9)** _____

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

North Texas Trailers was founded in 2007 and has been in business for more than 15 years.

North Texas Trailers is not for sale and is not going to be acquired.

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.

Most of North Texas Trailers employee staff have more than 5 years of tenure at North Texas Trailers and many of them have 15 or more years in the trailer industry. Our employees are familiar with BuyBoard requirements and already work with many BuyBoard members.

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.

North Texas Trailers sales staff routinely contact buyers and purchasing agents by email to inform them that we are an approved BuyBoard vendor and our approved manufacturers that we represent are listed on BuyBoard. North Texas Trailers has also attended purchasing events during the year to meet buyers and setup in person meetings to ensure they get the correct products they are looking for.

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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.

The company is extremely financially sound and has all the capability to service perform this contract.

No current or past owners, principal shareholders or offices have ever been a debtor part to a bankruptcy or the like.

We are insured up to $2,000,000.

North Texas Trailers is consistently ranked within the Top 10 North American dealers for all the brands which we offer.

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.

NO

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.

None

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.

None

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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: North Texas Trailers LLC

_____

Signature of Vendor Authorized Representative

Printed Name: Shane Ehrsam

Title: Owner & CEO

Date: 7/8/22

(For Cooperative Administrator Use Only)

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

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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** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) and* **Manufacturer Authorization Letters** *shall be submitted with the Proposal or the Proposal will not be considered.*

EXHIBIT "A"

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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 shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted**.

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Section I: Trailers

1. Discount (%) off catalog/pricelist for **All Types of Utility Trailers** (Min. 2,000 lb. load capacity rated at 60 MPH, DOT approved lights and standard manufacturer's equipment).
2. Discount (%) off catalog/pricelist for **Base Model Tag Trailer** (18,000 to 40,000 lb. load capacity rated at 60 MPH, DOT approved lights and standard manufacturer's equipment).
3. Discount (%) off catalog/pricelist for **Base Model Rigid Gooseneck Trailer** (70,000 to 100,000 lb. load capacity rated at 60 MPH, DOT approved lights and standard manufacturer's equipment).
4. Discount (%) off catalog/pricelist for **Base Model Hydraulic Detachable Gooseneck Trailer** (70,000 to 100,000 lb. load capacity concentrated in any 16' rated at 60 MPH, DOT approved lights and standard manufacturer's equipment).
5. Discount (%) off catalog/pricelist for **Base Model Belly Dump Trailer** (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment, SEI, slide and go tarp).
6. Discount (%) off catalog/pricelist for **Base Model Dump Pup Trailer** (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment, ABS brakes, short or long tongue, steel disc wheels).
7. Discount (%) off catalog/pricelist for **Base Model End Dump Trailer** (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment, min. 10-gauge floor, min. 12 gauge sides).
8. Discount (%) off catalog/pricelist for **Base Model Livestock/Agriculture Trailer** (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment).
9. Discount (%) off catalog/pricelist for **Base Model Flatbed Trailer** (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment).
10. Discount (%) off catalog/pricelist for **Base Model Landscape Trailer** (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment).
11. Discount (%) off catalog/pricelist for **Base Model Enclosed Cargo Trailer** (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment).
12. Discount (%) off catalog/pricelist for **Base Model Concession/Food Trailer** (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment).
13. Discount (%) off catalog/pricelist for **Base Model Auto/Equipment Towing Trailer** (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment).
14. Discount (%) off catalog/pricelist for **All Other Types of Trailers.**

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Section II: Optional Equipment for Trailers

15. Discount (%) off catalog/pricelist for **Optional Equipment and Upgrade Options for All Types of Trailers.**

Section III: Repair Parts and Supplies

16. Discount (%) off catalog/pricelist for **Repair Parts and Supplies for All Types of Trailers.**

Section IV: Installation and Repair Service

17. **Hourly Labor Rate for Installation/Maintenance Repair Service of Trailers** - Not to Exceed hourly labor rate for Installation/Maintenance Repair Service of Equipment and Products

EXHIBIT "A"

NORTH TEXAS TRAILERS LLC Information

Address: 955 E. HWY 121
LEWISVILLE, TX 75057
Phone: (972) 219-1318
Fax: (972) 316-4526
Toll Free: (817) 496-3800
Web Address: WWW.NORTHTEXASTRAILERS.COM

By submitting your response, you certify that you are authorized to represent and bind your company.

Shane Patrick Ehrsam — *Signature*

shane@ntxtrailers.com — *Email*

Submitted at 7/14/2022 10:10:18 AM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 687-22 Trailers, Optional Equipment, Parts and Maintenance Repair Service — NTT Proposal 687-22.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.)

Catalog/Pricelist — MAXXD 2022 Catalog.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.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed — Pricing Exceptions and Labor Rate.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 — North Texas Trailers Company Profile 2022.docx

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 — Lewisville 2022 W9.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Manufacturer Authorization Letter(s) — NTT Authorized Letter - MAXXD.pdf

REQUIRED - Upload Manufacturer Authorization Letter(s)in PDF format. Manufacturers responding to this proposal invitation, in lieu of an authorization letter, must submit a response on company letterhead explaining that the company is a manufacturer of products proposed. Dealers responding to this Proposal Invitation should submit an approval letter from each manufacturer or a response on company letterhead explaining that the company is not required to submit an authorization letter.

Response Attachments

EXHIBIT "A"

PACE American - Catalog.pdf

Alternate Catalog/Pricelist

Rockin' S Trailer Pricing Book V11.xlsx

Alternate Catalog/Pricelist

Franchise Letter Wells Cargo North Texas Trailers.docx

Alternate Manufacturer Authorization Letter

NTT Authorized Letter - PACE American.pdf

Alternate Manufacturer Authorization Letter

NTT Authorized Letter - Rockin S.pdf

Alternate Manufacturer Authorization Letter

Wells Cargo Catalog.pdf

Alternate Catalog/Pricelist

North Texas Trailers - Trailer Parts Price List.pdf

Trailer Parts Catalog/Pricelist

Bid Attributes

1	**Federal Identification Number** Federal Identification Number 20-8322084
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

EXHIBIT "A"

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 (Yes)*
7	**Women Owned Business** Women Owned Business ☐ *Women Owned Business (Yes)*
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 (Yes)*
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 (Yes)
12	**Vendor General Contact Information** Proposal/Contract General Contact Information

13	**Vendor Proposal/Contract Contact Name** EXHIBIT "A" Vendor Proposal/Contract Contact Name Shane Ehrsam
14	**Vendor Proposal/Contract Contact E-mail Address** Vendor Proposal/Contract Contact E-mail Address shane@ntxtrailers.com
15	**Vendor Proposal/Contract Mailing Address** Vendor Proposal/Contract Mailing Address 955 E Hwy 121
16	**Vendor Proposal/Contact Mailing Address - City** Vendor Proposal/Contact Mailing Address - City Lewisville
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 75057
19	**Vendor Proposal/Contact Phone Number** Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx) 972-482-2283
20	**Vendor Proposal/Contact Extension Number** Vendor Proposal/Contact Extension Number *No response*
21	**Company Website** Company Website (www.XXXXX.com) www.northtexastrailers.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

EXHIBIT "A"

23 Purchase Order E-mail Address

Purchase Order E-mail Address

shane@ntxtrailers.com

24 Purchase Order Contact Name

Purchase Order Contact Name

Shane Ehrsam

25 Purchase Order Contact Phone Number

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

972-482-2283

26 Purchase Order Contact Extension Number

Purchase Order Contact Extension Number

No response

27 Alternate Purchase Order E-mail Address

Alternate Purchase Order E-mail Address

ftwsales3@ntxtrailers.com

28 Alternate Purchase Order Contact Name

Alternate Purchase Order Contact Name

James Gorrell

29 Alternate Purchase Order Contact Phone Number

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

214-998-1166

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.

No

32 Request for Quotes (â€œRFQâ€)

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** EXHIBIT "A" Request for Quote (RFQ) E-mail Address shane@ntxtrailers.com
34	**Request for Quote (RFQ) Contact Name** Request for Quote (RFQ) Contact Name Shane Ehrsam
35	**Request for Quote (RFQ) Contact Phone Number** Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) 972-482-2283
36	**Request for Quote (RFQ) Contact Extension Number** Request for Quote (RFQ) Contact Extension Number *No response*
37	**Alternate Request for Quote (RFQ) E-mail Address** Alternate Request for Quote (RFQ) E-mail Address ftwsales3@ntxtrailers.com
38	**Alternate Request for Quote (RFQ) Contact Name** Alternate Request for Quote (RFQ) Contact Name James Gorrell
39	**Alternate Request for Quote (RFQ) Contact Phone Number** Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) 214-998-1166
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**.

EXHIBIT "A"

42	**Invoices** **Please choose <u>only one (1)</u> 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 North Texas Trailers LLC
44	**Invoice Company Department Name** Invoice Company Department Name Accounting
45	**Invoice Contact Name** Invoice Contact Name Accounting
46	**Invoice Mailing Address** Invoice Mailing Address (P.O. Box or Street Address) 955 E Hwy 121
47	**Invoice Mailing Address - City** Invoice Mailing Address - City Lewsiville
48	**Invoice Mailing Address - State** Invoice Mailing Address - State (Abbreviate State Name) TX
49	**Invoice Mailing Address - Zip Code** Invoice Mailing Address (Zip Code) 75057
50	**Invoice Contact Phone Number** Invoice Contact Phone Number (xxx-xxx-xxxx) 972-219-1318

EXHIBIT "A"

51	**Invoice Contact Extension Number** Invoice Contact Extension Number *No response*
52	**Invoice Contact Fax Number** Invoice Contact Fax Number (xxx-xxx-xxxx) 972-316-4526
53	**Invoice Contact E-mail Address** Invoice Contact E-mail lewacct1@ntxtrailers.com
54	**Invoice Contact Alternate E-mail Address** Invoice Contact Alternate E-mail Address shane@ntxtrailers.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** EXHIBIT "A" 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 Prepaid and Add to Invoice
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).* Net 30 Days
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

EXHIBIT "A"

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

North Texas Trailers LLC

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.

All Regions

76 **Region 1**

Region 1 - Edinburg

☐ *Region 1 (1)*

77 **Region 2**

Region 2 - Corpus Christi

☐ *Region 2 (2)*

78 **Region 3**

Region 3 - Victoria

☐ *Region 3 (3)*

79 **Region 4**

Region 4 - Houston

☐ *Region 4 (4)*

80 **Region 5**

Region 5 - Beaumont

☐ *Region 5 (5)*

81 **Region 6**

Region 6 - Huntsville

☐ *Region 6 (6)*

82 **Region 7**

Region 7 - Kilgore

☐ *Region 7 (7)*

EXHIBIT "A"

83	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8 (8)*
84	**Region 9** Region 9 - Wichita Falls ☐ *Region 9 (9)*
85	**Region 10** Region 10 - Richardson ☐ *Region 10 (10)*
86	**Region 11** Region 11 - Fort Worth ☐ *Region 11 (11)*
87	**Region 12** Region 12 - Waco ☐ *Region 12 (12)*
88	**Region 13** Region 13 - Austin ☐ *Region 13 (13)*
89	**Region 14** Region 14 - Abilene ☐ *Region 14 (14)*
90	**Region 15** Region 15 - San Angelo ☐ *Region 15 (15)*
91	**Region 16** Region 16 - Amarillo ☐ *Region 16 (16)*
92	**Region 17** Region 17 - Lubbock ☐ *Region 17 (17)*
93	**Region 18** Region 18 - Midland ☐ *Region 18 (18)*
94	**Region 19** Region 19 - El Paso ☐ *Region 19 (19)*

EXHIBIT "A"

95	**Region 20** Region 20 - San Antonio ☐ *Region 20 (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 North Texas Trailers LLC
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.** All States
99	**Alabama** Alabama ☐ *Alabama (AL)*
100	**Alaska** Alaska ☐ *Alaska (AK)*
101	**Arizona** Arizona ☐ *Arizona (AZ)*
102	**Arkansas** Arkansas ☐ *Arkansas (AR)*
103	**California** California (Public Contract Code 20118 & 20652) ☐ *California (CA)*

EXHIBIT "A"

104	**Colorado** Colorado ☐ *Colorado (CO)*
105	**Connecticut** Connecticut ☐ *Connecticut (CT)*
106	**Delaware** Delaware ☐ *Delaware (DE)*
107	**District of Columbia** District of Columbia ☐ *District of Columbia (DC)*
108	**Florida** Florida ☐ *Florida (FL)*
109	**Georgia** Georgia ☐ *Georgia (GA)*
110	**Hawaii** Hawaii ☐ *Hawaii (HI)*
111	**Idaho** Idaho ☐ *Idaho (ID)*
112	**Illinois** Illinois ☐ *Illinois (IL)*
113	**Indiana** Indiana ☐ *Indiana (IN)*
114	**Iowa** Iowa ☐ *Iowa (IA)*
115	**Kansas** Kansas ☐ *Kansas (KS)*

EXHIBIT "A"

116	**Kentucky** Kentucky ☐ *Kentucky (KY)*
117	**Louisiana** Louisiana ☐ *Louisiana (LA)*
118	**Maine** Maine ☐ *Maine (ME)*
119	**Maryland** Maryland ☐ *Maryland (ME)*
120	**Massachusetts** Massachusetts ☐ *Massachusetts (MA)*
121	**Michigan** Michigan ☐ *Michigan (MI)*
122	**Minnesota** Minnesota ☐ *Minnesota (MN)*
123	**Mississippi** Mississippi ☐ *Mississippi (MS)*
124	**Missouri** Missouri ☐ *Missouri (MO)*
125	**Montana** Montana ☐ *Montana (MT)*
126	**Nebraska** Nebraska ☐ *Nebraska (NE)*
127	**Nevada** Nevada ☐ *Nevada (NV)*

EXHIBIT "A"

128	**New Hampshire** New Hampshire ☐ *New Hampshire (NH)*
129	**New Jersey** New Jersey ☐ *New Jersey (NJ)*
130	**New Mexico** New Mexico ☐ *New Mexico (NM)*
131	**New York** New York ☐ *New York (NY)*
132	**North Carolina** North Carolina ☐ *North Carolina (NC)*
133	**North Dakota** North Dakota ☐ *North Dakota (ND)*
134	**Ohio** Ohio ☐ *Ohio (OH)*
135	**Oklahoma** Oklahoma ☐ *Oklahoma (OK)*
136	**Oregon** Oregon ☐ *Oregon (OR)*
137	**Pennsylvania** Pennsylvania ☐ *Pennsylvania (PA)*
138	**Rhode Island** Rhode Island ☐ *Rhode Island (RI)*
139	**South Carolina** South Carolina ☐ *South Carolina (SC)*

EXHIBIT "A"

140	**South Dakota** South Dakota ☐ *South Dakota (SD)*
141	**Tennessee** Tennessee ☐ *Tennessee (TN)*
142	**Texas** Texas ☐ *Texas (TX)*
143	**Utah** Utah ☐ *Utah (UT)*
144	**Vermont** Vermont ☐ *Vermont (VT)*
145	**Virginia** Virginia ☐ *Virginia (VA)*
146	**Washington** Washington ☐ *Washington (WA)*
147	**West Virginia** West Virginia ☐ *West Virginia (WV)*
148	**Wisconsin** Wisconsin ☐ *Wisconsin (WI)*
149	**Wyoming** Wyoming ☐ *Wyoming (WY)*

Bid Lines

1 **Section I: Trailers** EXHIBIT "A"

Discount (%) off catalog/pricelist for **All Types of Utility Trailers** (Min. 2,000 lb. load capacity rated at 60 MPH, DOT

approved lights and standard manufacturer's equipment). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 8%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

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".

MAXXD 2022 Catalog

EXHIBIT "A"

Alternate 1

Section I: Trailers
Discount (%) off catalog/pricelist for All Types of Utility Trailers (Min. 2,000 lb. load capacity rated at 60 MPH, DOT approved lights and standard manufacturer's equipment). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

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".

Rockin' S 2022 Catalog

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2 **Section I: Trailers** EXHIBIT "A"

Discount (%) off catalog/pricelist for **Base Model Tag Trailer** (18,000 to 40,000 lb. load capacity rated at 60 MPH, DOT

approved lights and standard manufacturer's equipment). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 8%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

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".

MAXD 2022 Catalog Pg 14-31

EXHIBIT "A"

3 **Section I: Trailers**

Discount (%) off catalog/pricelist for **Base Model Rigid Gooseneck Trailer** (70,000 to 100,000 lb. load capacity rated

at 60 MPH, DOT approved lights and standard manufacturer's equipment)**.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

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

4 **Section I: Trailers** EXHIBIT "A"

Discount (%) off catalog/pricelist for **Base Model Hydraulic Detachable Gooseneck Trailer** (70,000 to 100,000 lb.

load capacity concentrated in any 16' rated at 60 MPH, DOT approved lights and standard manufacturer's equipment)**.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

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

5 **Section I: Trailers** EXHIBIT "A"

Discount (%) off catalog/pricelist for **Base Model Belly Dump Trailer** (various cubic yard sizes, DOT approved lights

and standard manufacturer's equipment, SEI, slide and go tarp). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

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

EXHIBIT "A"

6 **Section I: Trailers**

Discount (%) off catalog/pricelist for **Base Model Dump Pup Trailer** (various cubic yard sizes, DOT approved lights and

standard manufacturer's equipment, ABS brakes, short or long tongue, steel disc wheels). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

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 I: Trailers** EXHIBIT "A" Discount (%) off catalog/pricelist for **Base Model End Dump Trailer** (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment, min. 10-gauge floor, min. 12 gauge sides). Catalog/Pricelist MUST be included or proposal will not be considered. Total: 8% Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted. 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 **PROPOSAL NOTE 2:** 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. **PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED. **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". MAXD 2022 Catalog Pg 32-47

EXHIBIT "A"

Alternate 1

Section I: Trailers
Discount (%) off catalog/pricelist for Base Model End Dump Trailer (various cubic yard sizes, DOT approved lights and
standard manufacturer's equipment, min. 10-gauge floor, min. 12 gauge sides). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

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".

Rockin' S 2022 Catalog

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8 **Section I: Trailers** EXHIBIT "A"

Discount (%) off catalog/pricelist for **Base Model Livestock/Agriculture Trailer** (various cubic yard sizes, DOT

approved lights and standard manufacturer's equipment)**.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

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 I: Trailers** EXHIBIT "A"

Discount (%) off catalog/pricelist for **Base Model Flatbed Trailer** (various cubic yard sizes, DOT approved lights and

standard manufacturer's equipment). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 8%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

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".

MAXXD 2022 Catalog

EXHIBIT "A"

Alternate 1

Section I: Trailers
Discount (%) off catalog/pricelist for Base Model Flatbed Trailer (various cubic yard sizes, DOT approved lights and
standard manufacturer's equipment). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

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".

Rockin' S 2022 Catalog

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10

Section I: Trailers EXHIBIT "A"

Discount (%) off catalog/pricelist for **Base Model Landscape Trailer** (various cubic yard sizes, DOT approved lights

and standard manufacturer's equipment). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 8%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

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".

MAXD 2022 Catalog

EXHIBIT "A"

Alternate 1

Section I: Trailers
Discount (%) off catalog/pricelist for Base Model Landscape Trailer (various cubic yard sizes, DOT approved lights
and standard manufacturer's equipment). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 8%

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".

Rockin' S 2022 Catalog

11 **Section I: Trailers** EXHIBIT "A"

Discount (%) off catalog/pricelist for **Base Model Enclosed Cargo Trailer** (various cubic yard sizes, DOT approved

lights and standard manufacturer's equipment)**.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

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".

PACKAGE Catalog

EXHIBIT "A"

Alternate 1

Section I: Trailers
Discount (%) off catalog/pricelist for Base Model Enclosed Cargo Trailer (various cubic yard sizes, DOT approved
lights and standard manufacturer's equipment). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

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".

Wells Cargo Catalog

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12 **Section I: Trailers** EXHIBIT "A"

Discount (%) off catalog/pricelist for **Base Model Concession/Food Trailer** (various cubic yard sizes, DOT approved

lights and standard manufacturer's equipment)**.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

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

PROPOSAL NOTE 2: 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.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

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

13 **Section I: Trailers** EXHIBIT "A"

Discount (%) off catalog/pricelist for **Base Model Auto/Equipment Towing Trailer** (various cubic yard sizes, DOT

approved lights and standard manufacturer's equipment). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 8%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

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

PROPOSAL NOTE 2: 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

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PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

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".

MAXD 2022 Catalog

EXHIBIT "A"

Alternate 1

Section I: Trailers
Discount (%) off catalog/pricelist for Base Model Auto/Equipment Towing Trailer (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

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".

Rockin' S 2022 Catalog

Alternate 2

Section I: Trailers
Discount (%) off catalog/pricelist for Base Model Auto/Equipment Towing Trailer (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

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".

PACE American - Catalog

Alternate 3

Section I: Trailers
Discount (%) off catalog/pricelist for Base Model Auto/Equipment Towing Trailer (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

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".

Wells Cargo Catalog

14 **Section I: Trailers**

EXHIBIT "A"

Discount (%) off catalog/pricelist for **All Other Types of Trailers.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 8%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

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

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

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manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

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member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

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".

MAXXD 2022 Catalog

EXHIBIT "A"

Alternate 1

Section I: Trailers
Discount (%) off catalog/pricelist for All Other Types of Trailers. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

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".

Rockin' S 2022 Catalog

Alternate 2

Section I: Trailers
Discount (%) off catalog/pricelist for All Other Types of Trailers. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

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".

PACE American - Catalog

Alternate 3

Section I: Trailers
Discount (%) off catalog/pricelist for All Other Types of Trailers. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

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".

Wells Cargo Catalog

15 **Section II: Optional Equipment for Trailers** EXHIBIT "A"

Discount (%) off catalog/pricelist for **Optional Equipment and Upgrade Options for All Types of Trailers.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 8%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

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

PROPOSAL NOTE 2: 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

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member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

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".

MAXXD 2022 Catalog

EXHIBIT "A"

Alternate 1

Section II: Optional Equipment for Trailers
Discount (%) off catalog/pricelist for Optional Equipment and Upgrade Options for All Types of Trailers. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

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".

Rockin' S 2022 Catalog

Alternate 2

Section II: Optional Equipment for Trailers
Discount (%) off catalog/pricelist for Optional Equipment and Upgrade Options for All Types of Trailers. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

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".

PACE American - Catalog

Alternate 3

Section II: Optional Equipment for Trailers
Discount (%) off catalog/pricelist for Optional Equipment and Upgrade Options for All Types of Trailers. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

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".

Wells Cargo

16 **Section III: Repair Parts and Supplies** EXHIBIT "A"

Discount (%) off catalog/pricelist for **Repair Parts and Supplies for All Types of Trailers.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

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:

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

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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.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

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".

NTX Trailers Parts Catalog

17	**Section IV: Installation and Repair Service** EXHIBIT "A" **Hourly Labor Rate for Installation/Repair Service of Trailers**-**Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products. Quantity: 1 UOM: Hourly Labor Rate Price: $135.00 Total: $135.00	

Response Total: $135.00

EXHIBIT "A"

MAXX-D
TRAILERS

9/12/2022

This is to confirm that Maxey Trailers Mfg., Inc. and MAXXD Trailers are the same business. MAXXD is our DBA name. Please feel free to contact me with any questions or anything further you are needing.

Thank you,

Norma Rempel
Controller

maxxdtrailers.com
7075 FM 36 N

EXHIBIT "A"

MAXX-D TRAILERS

6/29/2022

Maxey Trailers Mfg., Inc. has authorized North Texas Trailers, LLC located at 955 E Highway 121, Lewisville, TX 75057 to sell, as an authorized facility, the complete line of products manufactured by said company above. This agreement will be valid until terminated by either party at will, by written submission 30 days prior to the date of termination.

Thank you,

Norma Rempel
Controller

(844) 4 MAXX-D
maxxdtrailers.com
7075 FM 38 N
Brookston, TX 75421

EXHIBIT "A"

MAXX-D TRAILERS

6/29/2022

Maxey Trailers Mfg., Inc. has authorized North Texas Trailers, LLC located at 3901 E Loop 820 South, Fort Worth, Texas 76119 to sell, as an authorized facility, the complete line of products manufactured by said company above. This agreement will be valid until terminated by either party at will, by written submission 30 days prior to the date of termination.

Thank you,

Norma Rempel
Controller

(844) 4T-MAXXD
maxxdtrailers.com
7075 FM 38 N
Brookston, TX 75421

EXHIBIT "A"

MAXX-D TRAILERS

6/29/2022

Maxey Trailers Mfg., Inc. has authorized North Texas Trailers, LLC located at 1030 N McDonald St, Mckinney, Texas 75069 to sell, as an authorized facility, the complete line of products manufactured by said company above. This agreement will be valid until terminated by either party at will, by written submission 30 days prior to the date of termination.

Thank you,

Norma Rempel
Controller

(844) 11-MAXD
maxxdtrailers.com
7075 FM 38 N
Brookston, TX 75421

EXHIBIT "A"

June 23, 2022

To Whom It May Concern:

This letter is intended to serve as notice that:

North Texas Trailers
955 E Hwy 121
Lewisville, TX 75057

is authorized to sell trailers manufactured by LGS Industries under the brand name of Pace American. This agreement can be terminated by either party, with a 30-day notice.

If you should have any questions regarding this matter, please feel free to contact me at the number shown below.

Best Regards,

Wes Dowd

Wes Dowd
Sales Manager
Mc Gregor, Texas
(254) 236-6750

(254) 236-6750 Tf: (866) 622-0858 1700 Bluebonnet Pkwy. McGregor, TX 76657 looktrailers.com

LOOK Trailers is a family-focused company; building industry-leading products while making safety, innovation and customer service our highest priorities.

EXHIBIT "A"

Rockin' S Trailer

4544 FM 1402
Mount Pleasant, TX 75455
903-204-9370

To Whom It May Concern:

North Texas Trailers is an authorized dealer for Rockin' S Trailer. Rockin' S Trailer is a utility trailer manufacture based out of Mount Pleasant, TX. North Texas Trailers is also authorized to do any warranty or service on our products. North Texas Trailers has a protected 30 mile radius from each of their locations. Any questions or concerns give us a call.

Thanks

Temo Saldana
Owner

EXHIBIT "A"

1503 McNaughton Ave

Elkhart, IN 46514

June 22, 2022

To Whom It May Concern:

This letter is to confirm that North Texas Trailers, is an authorized Wells Cargo Dealer.

Trailers for North Texas Trailers will be manufactured out of the Wells Cargo plant located at 600 Texas Central Prwy Waco Tx

The Wells Cargo brand is owned by American Cargo Group, whose business address is 1503 McNaughton Avenue, Elkhart, IN 46514.

American Cargo Group facilities are located as follows: Bristol, IN; Elkhart, IN; McAdoo, PA; Waco, TX; and Ogden, UT.

If you have any questions, please contact me.

Sincerely,

Karen Wills

Office: 574-607-3347

karen.wills@americancargogroup.com

American Cargo Group

STAFF REPORT

MEETING: City Council - 04 Feb 2025

TITLE:
Consider a Resolution to approve the creation of the 2025 Bond Advisory Committee and authorize appointments by City Council to the Committee.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**
- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**
- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

STAFF RESPONSIBLE:
Douglas Finch, City Manager
Sofine Lewis, Executive Liaison to the City Manager

BACKGROUND/HISTORY:
In 2024, the City of Duncanville made significant strides in implementing the capital improvement projects approved through the 2018 bond election. These initiatives focused on addressing critical infrastructure needs within the city, prioritizing improvements to parks, roads, public safety facilities, and service infrastructure. As these projects progressed, it became evident that the City must continue planning for future growth and further development to ensure its infrastructure remains resilient and capable of serving the needs of a dynamic and growing community.

To facilitate this long-term planning, the City of Duncanville took essential steps by commissioning comprehensive facility assessments from Huitt Zollars and Matrix Consulting Group. These independent analyses serve as foundational documents that will guide future capital planning and

facility development in Duncanville. The assessments focus on evaluating the current state of key facilities, identifying areas for improvement, and providing actionable recommendations for the City's next phases of development. This proactive approach to facility management ensures that Duncanville's infrastructure can accommodate future needs while adhering to high standards of public service.

With these planning efforts underway and recognizing the importance of engaging the community in the decision-making process, the creation of a 2025 Bond Committee is being proposed. The committee's primary responsibility will be to provide advise to Council on the identification, prioritization, and development of new capital improvement projects for a possible bond election in November 2025. This committee will ensure that future bond initiatives align with the City's long-term goals, the assessments provided by Huitt Zollars and Matrix Consulting Group, and the community's evolving needs. By involving diverse stakeholders in the decision-making process, the 2025 Bond Committee will provide transparency, foster public engagement, and ensure that the City's investments reflect the aspirations of the Duncanville community for years to come.

This committee will also play a vital role in determining how to fund key infrastructure upgrades, balancing fiscal responsibility with the need to support the City's growth and quality of life. Through careful planning and collaboration, the 2025 Bond Committee will help shape Duncanville's future, securing resources for vital infrastructure improvements that will benefit the community for decades.

POLICY EXPLANATION:

Proposed 2025 Bond Advisory Committee: Policy Explanation

As part of Duncanville's ongoing efforts to plan for its future, the City recognizes the importance of evaluating key infrastructure needs that support the growth of the community while maintaining a high level of service to residents. In light of the City's current and anticipated demands on facilities and infrastructure, it is proposed that the City Council establish the **Duncanville Citizen Bond Advisory Committee** as an ad hoc committee tasked with evaluating these needs and making informed recommendations to the City Council on potential capital improvement projects to be presented to voters in the November 2025 bond election.

Purpose and Charge of the Committee:

The purpose of the Duncanville Citizen Bond Advisory Committee is to engage community members in a transparent, collaborative process that prioritizes infrastructure investments and guides the City's decision-making regarding the 2025 bond election. The charge of the Committee will include the following:

1. **Should the City Council call for a bond election?**
   The committee will evaluate the necessity of a bond election in light of the City's current and future needs, and recommend to the City Council whether it is appropriate to place a bond measure on the ballot for consideration by the public.
2. **Should a portion of bond capacity be dedicated to infrastructure, facilities, and health and safety? If so, how much?**
   The committee will assess the City's infrastructure and facility needs, including areas that affect health and safety. Based on these assessments, the committee will determine what portion of the bond capacity should be allocated to these critical areas and propose an appropriate funding level.
3. **Consider the amount of bonding capacity available and the potential impact on the city tax rate.**
   The committee will analyze the available bonding capacity, the cost of proposed projects, and the potential impact on the City's tax rate. They will provide recommendations to the City

Council on whether the overall tax rate should be reduced, maintained, or increased to fund the proposed bond initiatives.

4. **Consider the recommendations of the Comprehensive Plan and other planning documents.**
   The committee will take into account the Duncanville Comprehensive Plan, as well as other planning documents, to ensure that the proposed capital projects align with the City's long-term vision and priorities for growth, sustainability, and quality of life.
5. **What other needs should be considered?**
   The committee will evaluate any additional needs or priorities that should be considered for funding through the bond election, ensuring that no critical infrastructure or community service needs are overlooked.

In addition to planning documents, specifically explore Identified Needs for Consideration:

1. **Expansion of the Police Facility:**
   Expanding the Police Department facility is essential to accommodating the growing public safety demands of Duncanville. The expansion will provide officers and staff with the space and resources necessary to maintain high levels of service. This improvement is crucial in supporting the City's commitment to ensuring safety and security for residents.
2. **Construction of a Third Fire Station:**
   A third fire station on the west side of Duncanville is necessary to reduce response times and enhance public safety coverage. As identified in the findings by Matrix Consulting Group, the current fire stations are unable to meet ideal response times in certain parts of the City. The addition of a third station will ensure rapid emergency response, especially given the growing demand for emergency medical services (EMS).
3. **Expansion and Renovation of the Service Center:**
   As Duncanville's infrastructure needs grow, the City's Service Center must be expanded and renovated to support the City's operational and maintenance demands. The Service Center plays a vital role in the City's ability to manage and maintain public infrastructure effectively. Modernizing this facility will improve operational efficiency and help meet long-term maintenance requirements.

Committee Composition:

The Duncanville Citizen Bond Advisory Committee will consist of **nine members**, with representation from key city groups and leadership, ensuring diverse input and expertise:

- One individual nominated by each member of the **Duncanville City Council**.
- One member nominated by the **Planning & Zoning Commission**.
- One member nominated by the **Duncanville Community & Economic Development Corporation (DCEDC) Board**.

The **City Manager** and/or their designee will serve as the liaison between the committee and the City Council, ensuring that the committee's findings are aligned with the City's strategic priorities and can be implemented effectively.

Committee Process and Timeline:

The committee will meet regularly to review community feedback, evaluate potential projects, and develop recommendations for the City Council. The process will include:

- Public meetings and forums to gather input from residents and stakeholders on infrastructure needs and priorities.
- Consideration of both short-term and long-term projects that align with the Comprehensive Plan and other city documents.
- Review of the financial implications of proposed bond projects, including potential impacts on the City's tax rate and available funding.

The committee is charged with **reporting its findings to the City Council by July 2025**, enabling the City Council to make informed decisions about the potential bond election to be held in November 2025.

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:

1. Approve the creation of the 2025 Bond Advisory Committee and member appointments.
2. Do not approve the creation of the 2025 Bond Advisory Committee and member appointments.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2025-421 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, TO APPROVE THE CREATION OF THE 2025 BOND ADVISORY COMM - Pdf

RESOLUTION NO. 2025-421

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, TO APPROVE THE CREATION OF THE 2025 BOND ADVISORY COMMITTEE AND ITS MEMBER APPOINTMENTS.

WHEREAS, The City of Duncanville made substantial progress in 2024 on the capital improvement projects approved through the 2018 bond election;

WHEREAS, As the City of Duncanville continues to evolve, it is crucial to evaluate the future needs of our facilities to ensure we are well-equipped to meet the demands of our expanding community;

WHEREAS, Creating a 2025 Bond Advisory Committee will assist with evaluating current and future needs based on the completed facility needs assessment;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The City Council of the City of Duncanville hereby establishes the 2025 Bond Advisory Committee and member appointments to evaluate community needs and recommend to City Council potential capital improvement projects to be presented to voters.

SECTION 2. The composition of the 2025 Bond Advisory Committee shall consist of nine members, as follows:
* One individual nominated by each member of the City Council;
* One member nominated by the Planning & Zoning Commission;
* One member nominated by the Duncanville Community & Economic Development Corporation (DCEDC) Board.

The City Manager and/or their designee will serve as a non-voting liaison to the committee.

SECTION 3. Identified needs for consideration by the committee include:
* Expansion of the Police Facility to accommodate growing public safety demands;
* Construction of a third Fire Station to address response time and service capacity;
* Expansion and renovation of the Service Center to support increasing infrastructure needs.

SECTION 4. The committee is tasked with submitting its recommendations to the City Council by July 2025.

SECTION 5. This Resolution shall become effective immediately upon its passage.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 04 Feb 2025

TITLE:
Consider a Resolution of the City Council of the City of Duncanville, Texas, ordering a Joint Election to be held in the City of Duncanville on Saturday, May 3, 2025, for the purpose of electing a Councilmember At Large, one Councilmember from District 1, one Councilmember from District 3, and one Councilmember from District 5, all of whom shall serve two-year terms.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:
Chiquita Taylor, City Secretary

BACKGROUND/HISTORY:
The City Council will at its February 4, 2025, City Council Meeting, call for an Election of Officers to be held on Saturday, May 3, 2025 for the following City Council Places; At Large, Councilmember District 1, Councilmember District 3, and Councilmember District 5. The Resolution orders the Election and provides for all statutory and Home Rule Charter requirements for the conduct of a General Election of Officers to be held jointly through a contract with Dallas County Elections.

The contract with Dallas County Elections will be considered at the next regularly scheduled City Council Meeting.

Election Day will be Saturday, May 3, 2025.

POLICY EXPLANATION:
The Resolutions in English, Spanish, and Vietnamese will authorize the ordering of the Election on May 3, 2025, to elect four City Councilmembers; At Large, Councilmember District 1, Councilmember District 3, and Councilmember District 5 in keeping with the City of Duncanville City Charter and in

accordance with the Texas Election Code. The resolution in Vietnamese is being translated and will be provided to the public and via any requisite election documentation.

FUNDING SOURCE:

ORG and Object Number
01011200-700231

Available Budget	**Purchase Amount**	**After Encumber**
$60,120.00	$37,720.77	$22,399.23

ACTION ALTERNATIVES:

1. Approve
2. Other actions as directed by Council.

ATTACHMENTS:
Res - Ordering Election 2025
Res - Ordering Election 2025 - Spanish

A RESOLUTION OF THE CITY OF DUNCANVILLE, TEXAS

RESOLUTION NO. 2025-419

ELECTION OF MUNICIPAL OFFICERS

Duncanville, Texas

May 3, 2025

ELECTION ORDER FOR JOINT ELECTION

BE IT REMEMBERED THAT on this 4th day of February 2025, at a meeting of the City Council of the City of Duncanville, Texas, a quorum being present, the meeting was called to order and the Council issued the following order:

WHEREAS, the City has or will enter into an agreement with Dallas County and other political subdivisions to hold the election as a Joint Election;

NOW, THEREFORE, IT IS ORDERED that an election be held in the City of Duncanville, Texas on the 3rd day of May 2025, the same being the first Saturday of said month, for the following purpose:

To elect Councilmember At-Large for a two (2) year term, one Councilmember from District 1 for a two (2) year term, one Councilmember from District 3 for a two (2) year term, and one Councilmember from District 5 for a two (2) year term.

The candidate for each such office receiving a majority of all votes cast for all candidates for such office shall be elected to serve such term or until his or her successor is duly elected and qualified.

In the event any candidate for any one of said offices fails to receive a majority of all votes cast for all the candidates for such office, a run-off election shall be called as provided for by the Charter of the City and the State Election Code; and, will be held on June 7, 2025. The Dallas County Elections Administrator will conduct the run-off

election.

The local polling places/voting centers for said election shall be established by Joint Election Agreement and notice as required by law of said election shall provide the said location of all lawful polling place/voting centers, persons may vote anywhere in the County for early voting and election day.

The polls shall be open on election day from 7:00 a.m. to 7:00 p.m.; and hours for early voting are set forth herein.

Qualified voters shall vote for a candidate for Councilmember AtLarge, and only for a Councilmember candidate seeking election within that voter's single member district.

The election shall be held as a Joint Election pursuant to a Joint Election Agreement and Election Services Contract by and between the City of Duncanville, Dallas County and other political subdivisions. (The "Agreement").

Notice of said election shall be published once in the official newspaper of the City not earlier than the 30th day or later than the 10th day before Election Day and shall be posted on the Bulletin Board used to publish notice of City Council Meetings not later than the 21st day before Election Day. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and the person posting the notice shall make a record at the time of posting stating the date and place of posting.

Pursuant to the above-mentioned Joint Election Agreement, the Dallas County Elections Administrator shall serve as Election Administrator for the election.

Presiding Election Judges and an Alternate Presiding Election Judge appointed to serve at said polling places shall be those election officials furnished by the Elections Administrator from the list of proposed election judges in accordance with the Joint Election to the agreement or as otherwise selected pursuant to the terms of the agreement.

An Early Voting Ballot Board is hereby created pursuant to Section 87.001 of the Texas Election Code. The Early Voting Ballot Board shall be made up of members appointed in the manner stated in the agreement and the Presiding Judge and Alternate Presiding Judge of the Early Voting Ballot Board shall be the election officials listed in the agreement.

EARLY VOTING

Heider Garcia, Elections Administrator, is the appointed early voting clerk in compliance with Section 271.006 of the Texas Election Code. Other deputy early voting clerks will be appointed as needed to process early voting mail and to conduct early voting at the branch locations. Early voting shall also be conducted at the main early voting polling place or any County Branch Early Voting location.

Early voting by personal appearance will be conducted on weekdays beginning Tuesday, April 22, 2025, and continuing through Friday, April 25, 2025, between 8 a.m. and 5 p.m.; Saturday, April 26, 2025, between 7 a.m. and 7 p.m.; Sunday, April 27, 2025, between 12 p.m. and 6 p.m.; Monday, April 28, 2025, and Tuesday, April 29, 2025, between 7 a.m. and 7 p.m. as provided in the Joint Election Agreement. Any qualified voter for the Joint Election may vote early by personal appearance at either the main early voting location or at any of the branch locations.

MAIN EARLY VOTING POLLING PLACE:

-- GEORGE L ALLEN SR. COURTS BUILDING:
600 Commerce Street
Dallas, Texas 75202

BRANCH EARLY VOTING POLLING PLACES:

-- DUNCANVILLE LIBRARY/COMMUNITY CENTER
201 James Collins Blvd.
Duncanville, Texas 75116

Other locations within Dallas County are available on the County Elections Department Website.

EARLY VOTING BY MAIL

Applications for early voting ballot by mail should be submitted to:

Heider Garcia, Elections Administrator
Dallas County Elections Department,
1520 Round Table Drive
Dallas, TX 75247
Email: evapplications@dallascounty.org
(Scanned version of an original application)
Fax: 214-819-6301

An application may be submitted any time during the year of the election. The deadline for which applications for ballots by mail must be received by the early voting clerk is April 22, 2025 (the eleventh day before Election Day). The deadline for an FPCA is the same as an application for ballot by mail.

All requests for early voting ballots by mail that are received by the City of Duncanville will be transported by runner on the day of receipt to Heider Garcia, Elections Administrator, Dallas County Elections Department, 1520 Round Table Drive, Dallas, Texas 75247.

The City Secretary shall present such returns to the City Council for canvassing of said election. The canvass of said election return shall be conducted by the City Council in accordance with state law.

DULY ORDERED by the City Council of the City of Duncanville, Texas, this the 4th day of February 2025.

APPROVED:

_____
GREG CONTRERAS, MAYOR

ATTEST:

_____
CHIQUITA TAYLOR, CITY SECRETARY

APPROVED AS TO FORM:

_____
ROBERT HAGER, CITY ATTORNEY

UNA RESOLUCIÓN DE LA CIUDAD DE DUNCANVILLE, TEXAS

RESOLUCIÓN NÚM. 2025-419

ELECCIÓN DE FUNCIONARIOS MUNICIPALES

Duncanville, Texas

3 de mayo del 2025

MANDATO PARA CONVOCAR ELECCIONES CONJUNTAS

SEA RECODADO QUE en este día 4 de febrero del 2025, en una reunión debidamente anunciada por el Concejo Municipal de Duncanville, Texas, con un quórum presente, y dicha junta fue convocada y el Concejo emitió la siguiente orden:

CONSIDERANDO QUE, el periodo del concejal General, Distritos 1, 3 y 5 respectivamente, vencerán en mayo de este año.

CONSIDERANDO QUE, la ciudad firmó o firmará un convenio como Elección Conjunta con el Condado de Dallas y otras subdivisiones políticas;

AHORA, POR LO TANTO, SE ORDENA que se convoque una elección en la Ciudad de Duncanville, Texas el próximo 3 de mayo del 2025, ejerciéndose la misma el primer sábado de dicho mes, con el propósito que se menciona a continuación:

Para elegir a un concejal General por un periodo de dos (2) años, a un concejal del Distrito 1 por un periodo de dos (2) años, un concejal para el Distrito 3 por un periodo de dos (2) años y un concejal del Distrito 5 por un periodo de (2) años.

El candidato a ocupar cada dicho puesto recibirá la mayoría de todos los votos contados entre todos los candidatos para dicho puesto, deberá ser electo para completar su periodo de servicio o hasta que su sucesor(a) sea debidamente electo(a) y llene las cualidades establecidas.

En caso de que cualquier candidato para dicho puesto no logre acumular la mayoría de todos los votos contados entre todos los candidatos a ocupar dicho puesto, se llevará a cabo una elección de desempate según se contempla en la Carta Constitutiva del Municipio y el Código Electoral del Estado; y, se llevará a cabo el 7 de junio del 2025. El Administrador Electoral del Condado de Dallas llevará a cabo la elección de desempate.

Las casillas electorales o centros de votación locales para la antedicha elección serán establecidas en el convenio de la Elección Conjunta y el aviso según lo exija la ley de dicha elección deberá proporcionar dicha ubicación de todos los lugares de votación/centros de votación legales, las personas pueden votar en cualquier parte del Condado para la votación anticipada y el día de la elección.

Las casillas electorales o centros de votación abrirán sus puertas a partir de las 7:00 a.m. y cerrarán hasta las 7:00 p.m.; y las horas para la votación anticipada se encuentran establecidas en el presente documento.

Los electores que cumplan con los requisitos votarán para elegir al concejal General, concejal de los Distritos 1, 3 y 5.

Las elecciones se llevarán a cabo como una Elección Conjunta por un convenio de Elecciones Conjuntas y al Contrato de Servicios Electorales firmados por y con la participación de la Ciudad Duncanville, el Condado de Dallas y otras subdivisiones políticas (el “Convenio”).

El aviso de dicha elección se publicará una vez en el periódico oficial de la Ciudad no antes del día 30 ni después del décimo día antes del Día de Elección y se fijará en el Tablón de Anuncios usado para publicar el aviso de Reuniones del Concilio de la Ciudad no más tardar del día 21 antes del Día de Elección. Una copia del aviso publicado que contiene el nombre del periódico y la fecha del aviso publicado será conservada como expediente de tal aviso, y la

persona que fija el aviso hará un expediente a la hora de la publicación que indica la fecha y el lugar de la publicación.

De conformidad con el Convenio de Elección Conjunta arriba mencionado, el Administrador Electoral del Condado de Dallas quedará nombrado como el Administrador Electoral para dichas elecciones.

Los jueces asignados para que presidan las elecciones y un juez alterno que presida las elecciones y que preste sus servicios en dichas casillas electorales o centros de votación, serán aquellos funcionarios electorales que sean nombrados por el Administrador Electoral entre una lista de jueces electorales propuestos en el Anexo del convenio, o de alguna otra manera seleccionados de conformidad con las cláusulas del convenio.

En cumplimiento con la Sección 87.001 del Código Electoral de Texas, por este medio se crea un Consejo Electoral para el Voto Anticipado. El Consejo Electoral para el Voto Anticipado deberá constar de los integrantes nombrados de la manera manifestada en el convenio; y el juez que lo presida y un juez alterno que presida el consejo para las elecciones anticipadas, serán aquellos funcionarios electorales mencionados en el convenio.

VOTACIÓN ANTICIPADA

Heider Garcia, el Administrador Electoral, es nombrado como secretario del voto anticipado apegándose a la Sección 271.006 del Código Electoral de Texas. Se nombrarán a otros delegados de las elecciones anticipadas, según se considere necesario, para procesar los votos anticipados por correo y llevar a cabo las elecciones anticipadas en las ramificaciones de las casillas electorales o centros de votación. Las elecciones anticipadas también podrán ejercerse en cualquier casilla electoral o centros de votación del Condado para ejercer el voto

anticipado.

El voto anticipado por presencia personal se llevará a cabo entre días hábiles a partir del martes, 22 de abril del 2025 y continuará hasta el viernes 25 de abril del 2025, entre las 8:00 a.m. y las 5:00 p.m., el sábado 26 de abril del 2025 entre las 8:00 a.m. y las 5:00 p.m., el domingo 27 de abril del 2025 entre las 12:00 p.m. y las 6:00 p.m., el lunes 28 ero de abril del 2025 entre las 7:00 a.m. y 7:00 p.m., y el martes 29 de abril del 2025 entre las 7:00 a.m. y 7:00 p.m. Cualquier elector cualificado para las Elecciones Conjuntas puede votar anticipadamente presentándose personalmente en el lugar principal de votación anticipada o en cualquiera de los centros de votación anticipada.

UBICACIÓN PRIMARIA PARA EL VOTO ANTICIPADO CASILLAS O CENTROS DE VOTACIÓN:

GEORGE L ALLEN SR. COURTS BUILDING:
600 Commerce Street
Dallas, Texas 75202

CENTRO DE VOTACION PARA VOTACION ADELANTADA:

DUNCANVILLE LIBRARY/COMMUNITY CENTER
201 James Collins Blvd.
Duncanville, Texas 75116

Localidades de votación adicionales dentro del Condado de Dallas están disponibles en el sitio web del Departamento de Elecciones del Condado.

VOTO ANTICIPADO POR CORREO

Las solicitudes de boletas electorales para votar anticipadamente por correo deberán enviarse por correo a:

Heider Garcia, Elections Administrator Dallas
County Elections Department,
1520 Round Table Drive
Dallas, TX 75247

Email: evapplications@dallascounty.org (Versión escaneada de una aplicación)
Fax: 214-819-6301

Se puede presentar una solicitud en cualquier momento durante el año de la elección. La fecha límite para la cual el secretario de votación anticipada debe recibir las solicitudes de boletas por correo es el 22 de abril del 2025 (once días antes del día de las elecciones). La fecha límite para una FPCA es la misma que para una solicitud de boleta por correo.

Todas las solicitudes de boletas de votación anticipada por correo recibidas por la ciudad de Duncanville serán transportadas por el corredor el día de la recepción a Heider Garcia, Administrador Electoral, Departamento Electoral del Condado de Dallas, 1520 Round Table Drive, Dallas, Texas 75247.

La Secretaria de la Ciudad presentará tales retornos al Consejo Municipal para el sondeo de dicha elección. El sondeo de la dicha elección la vuelta será conducido por el Consejo Municipal de acuerdo con la Ley del Estado."

DEBIDAMENTE ORDENADO por el Consejo Municipal de la ciudad de Duncanville, Texas este día 4 de febrero de 2025.

APROBADO:

_____
Greg Contreras, ALCALDE

ATESTIGUÓ:

_____
Chiquita Taylor, SECRETARÍA DE LA CIUDAD

APROBADO EN SU FORMA:

_____
Robert E. Hager, ABOGADO DE LA CIUDAD

STAFF REPORT

MEETING: City Council - 04 Feb 2025

TITLE:
Consider a Resolution approving the establishment of a Duncanville Cultural District Steering Committee, name of the Cultural District, and boundaries of the Cultural District.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Alex Hamby, Communications and Marketing Administrator

BACKGROUND/HISTORY:
On March 26, 2024, the Duncanville Arts Commission approved a recommendation to the City Council of the City of Duncanville to establish a Cultural District. During a June 25, 2024, Joint Meeting, the Duncanville Arts Commission presented the recommendation to the Duncanville City Council. During the October 29, 2024, City Council Special Meeting, the Duncanville City Council requested community input. Staff presented the responses to a community survey during the January 7, 2025, Regular Meeting of the Duncanville City Council.

POLICY EXPLANATION:
The establishment of a Cultural District in Duncanville is a significant step in enhancing the City's identity, stimulating economic growth, and fostering a vibrant, creative community. This initiative is inspired by the Texas Commission on the Arts' (TCA) program, authorized under H.B. 2208 of the 79th Legislature, which allows cities across Texas to create designated cultural districts. These districts serve as hubs for artistic, cultural, and economic activity, drawing on the unique assets of a community to drive innovation, tourism, and local pride.

Objective: The goal of a Duncanville Cultural District is to leverage the City's rich cultural resources to boost economic development, attract visitors, support local artists, and celebrate Duncanville's diverse cultural heritage. The district will act as a focal point for creativity and innovation, fostering partnerships between artists, businesses, and residents to ensure sustainable growth.

Consider a Resolution approving the establishment of the Duncanville Cultural District Steering Committee, name of the Cultural District, and boundaries of the Cultural District.

FUNDING SOURCE:

ORG and Object Number
0.00

Available Budget	**Purchase Amount**	**After Encumber**
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
Reso No 2025-423 - Cultural District.13025

RESOLUTION NO. 2025-423

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE ESTABLISHMENT OF A CULTURAL DISTRICT IN DUNCANVILLE, AND THE ESTABLISHMENT OF A STEERING COMMITTEE, AND BOUNDARIES OF THE CULTURAL DISTRICT

WHEREAS, the City of Duncanville recognizes the importance of establishing a cultural district to enhance community engagement, promote economic development, encourage tourism, and celebrate the arts and culture as essential components of the city's identity; and

WHEREAS, the Texas Commission on the Arts provides a framework and recommendations for the establishment and successful operation of cultural districts within the State of Texas; and

WHEREAS, the City Council of Duncanville acknowledges the need for a structured approach to develop and manage the proposed cultural district, ensuring representation from a wide array of stakeholders including City boards, commissions, staff, City Council members, business representatives, developers, state representatives, and community members;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DUNCANVILLE, TEXAS, THAT:

1. **Creation of the Steering Committee**:
   The City of Duncanville hereby establishes the Cultural District Steering Committee to oversee the development and implementation of the cultural district in accordance with the structure recommended by the Texas Commission on the Arts.

2. **Name and Boundaries of the Cultural District**:
   - The cultural district shall be named the _____.
   - The boundaries of the cultural district shall encompass _____**,** with consideration for future expansion as opportunities arise and as deemed appropriate by the Steering Committee and the Duncanville City Council.

3. **Membership and Appointments**:
   - The Steering Committee shall consist of representatives from City boards and commissions, City staff, members of the City Council, local businesses, property developers, state representatives, and community members.
   - The City Council shall appoint a Chair. The Chair shall oversee the organization of subcommittees and coordinate the work of the Steering Committee.

4. **Committee Responsibilities**:
   - The Steering Committee shall establish subcommittees, as recommended by the Texas Commission on the Arts, to focus on key areas of cultural district development:
     - **Organization Committee**: For governance and structural planning.
     - **Marketing Committee**: To promote and raise awareness of the cultural district.

        - **Cultural Resources Committee**: To identify and enhance existing cultural assets.
        - **Design Committee**: To plan and improve the physical and visual elements of the district.
        - **Business Development Committee**: To foster partnerships and support economic growth within the district.
    - An **Events Committee** shall also be created under the Marketing Committee to organize cultural events and activities.

5. **Implementation and Reporting**:
    - The Chair, in collaboration with the Steering Committee, shall develop a detailed structure and timeline for the cultural district's establishment.
    - The Steering Committee shall provide regular updates and recommendations to the City Council on the progress of the cultural district development.

6. **Dissolution of the Steering Committee**:
    - The Steering Committee shall remain in place until one of the following occurs:
        - The designation of the _____ Cultural District by the Texas Commission on the Arts is achieved.
        - The City Council decides to dissolve the Steering Committee at its discretion.
    - Upon the conclusion of its work, the Steering Committee may make formal recommendations to the City Council for the establishment of a permanent cultural district management entity or other organizations to continue the work of managing, sustaining, and growing the cultural district.

7. **Community Engagement**:
    - The Steering Committee shall prioritize inclusive community engagement, ensuring the cultural district reflects the diverse voices and needs of the Duncanville community.

STAFF REPORT

MEETING: City Council - 04 Feb 2025

TITLE:
Consider a Resolution approving the purchase and sale agreement by and between the City of Duncanville, Texas and KKMD Investments, LLC, for property located on the southeast corner of East IH-20 eastbound frontage road and N. Alexander Ave.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**

STAFF RESPONSIBLE:
Victor Barrera, Economic Development Director

BACKGROUND/HISTORY:
An experienced hotel developer has expressed interest in purchasing the property known as the Toyota Property. The developer would like to build a Residence Inn, a Marriott brand, as the first phase of the project. Additionally, the developer would like to develop a balance for the site. The property is being sold for $1,020,000.00 (based on an appraisal report). Upon execution of the agreement, the developer will provide $10,000 in earnest money. The inspection period will be one hundred eighty days from the effective date of the agreement.

POLICY EXPLANATION:
The city has been working on returning the subject property to productive use, which brings sales and property tax revenue to the town and creates jobs. The proposed initial investment in the construction of the hotel is anticipated to be $20M, and it will take 18-24 months to build all the improvements. This initial investment will be a catalyst for other investments in the property and surrounding properties. The proposal meets the city's economic development goals and objectives.

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:

1. Approve
2. Deny
3. Other actions as directed by Council.

ATTACHMENTS:

RES 2025-422 for PSA KKMD Investments
PSA 1.15.2024 - Council Revised 1.29.25

RESOLUTION NO. 2025-422

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CITY OF DUNCANVILLE, TEXAS AND KKMD INVESTMENTS, LLC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE AND SALE AGREEMENT ATTACHED HERETO AS EXHIBIT "A" AFTER THE CITY ATTORNEY HAS REVIEWED AND APPROVED SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Duncanville, Texas desires to sell a certain vacant tract of commercial land that is approximately 4.69 ± acres located on the southeast corner of East IH-20 eastbound frontage road and N. Alexander Ave, further identified as parcel number 65088337510030100, ("Property") to KKMD Investments, LLC. for an amount not to exceed One Million Twenty Thousand Dollars and Zero Cents ($1,020,000.00), pursuant to said Agreement attached herein as Exhibit "A"; and

WHEREAS, the City Manager is authorized to execute said Agreement after the City Attorney has reviewed and approved said Agreement.

WHEREAS, the City Council for the City of Duncanville, Texas has reviewed the Purchase and Sale Agreement and has determined it to be in the best interest of the City of Duncanville to enter said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The City Council approves the execution of the Purchase and Sale Agreement between the City of Duncanville (Seller) and KKMD Investments, LLC. (Buyer) for an amount not to exceed One Million Twenty Thousand Dollars and Zero Cents ($1,020,000.00), to purchase a tract of commercial land that is approximately 4.69 ± acres located on the southeast corner of East IH-20 eastbound frontage road and N. Alexander Ave, further identified as parcel number 65088337510030100, based on the terms and conditions set forth in said Agreement, which is attached hereto and incorporated herein by reference as Exhibit "A".

SECTION 2. That the City Manager of the City of Duncanville is authorized to execute said Purchase and Sale Agreement after approval by City Attorney as to form of said Agreement.

SECTION 3. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, this the 4th day of February 2025.

APPROVED:

_____
Douglas Finch, City Manager

ATTEST:

_____
Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____
Robert E. Hager, City Attorney

Exhibit A

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is executed this __ day of February, 2025 ("Effective Date") by and between **THE CITY OF DUNCANVILLE, TEXAS,** a Texas Home Rule Municipal Corporation, ("Seller") and **KKMD INVESTMENTS, LLC,** a Texas limited liability company (which together with its successors and assigns are referred to as "Buyer").

W I T N E S S E T H:

WHEREAS, Seller is the owner of the Property (as hereinafter defined); and

WHEREAS, Seller desires to sell, and Buyer desires to purchase the Property, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Sale-Purchase.

1.1 Seller hereby agrees to sell, transfer and convey to Buyer, and Buyer hereby agrees to purchase and accept from Seller, upon the terms and conditions hereinafter set forth, a certain tract located in the County of Dallas, City of Duncanville and the State of Texas, described in Exhibit A attached hereto and made a part hereof (the "Land"), together with all easements, rights of way, privileges, appurtenances, strips and gores of land, water rights and other interests, rights and benefits thereunto belonging, and to all public or private streets, roads, avenues, alleys, or passageways, open or proposed, on or abutting such portion of the Land, and other rights, if any, pertaining thereto (collectively, the "Property").

1.2 Seller's Cooperation. Seller shall cooperate with Buyer in all reasonable respects in connection with Buyer's due diligence investigations, including but not limited to:

1.2.1 Providing access to all environmental reports, engineering studies, soil tests, permits, approvals, and other property-related documentation within five (5) business days of the Effective Date;

1.2.2 Facilitating access to the Property for Buyer's consultants and representatives;

1.2.3 Executing any necessary authorizations for Buyer to communicate with governmental authorities regarding the Property; and

1.2.4 Providing any additional information reasonably requested by Buyer regarding the Property.

1.7 Due Diligence Materials. The Inspection Period shall not commence until Seller has delivered all required due diligence materials to Buyer. Seller shall provide written notice to Buyer upon delivery of all such materials, and Buyer shall have five (5) business days to confirm receipt or notify Seller of any missing items.

2. **Purchase Price**.

2.1. The purchase price for the Property (the "Purchase Price") shall be One Million Twenty Thousand Dollars and Zero Cents ($1,020,000.00) as established by the appraisal attached hereto as Exhibit B.

2.2. Within ten (10) business days after the execution and delivery of this Agreement by Buyer, Buyer shall deposit with MH Title, Attn: Kim Nguyen, 5560 Tennyson Pkwy, Ste. 280, Plano, Texas 75025, Telephone (469) 304-4635 (in such capacity, the "Escrow Agent") the amount of **Ten Thousand and 00/100 Dollars ($10,000.00)** as earnest money (the "Earnest Money"), by wire transfer of immediately available federal funds. The Earnest Money will be held in escrow by the Escrow Agent and disbursed in accordance with the terms and provisions of this Agreement. The Earnest Money will be credited at the Closing against the Purchase Price. After expiration of the Inspection Period as extended, the Earnest Money shall be "at risk" and non-refundable to the Buyer but will apply as a credit against the Purchase Price.

Notwithstanding anything herein to the contrary, a portion of the Earnest Money in the amount of TEN and 00/100 DOLLARS ($10.00) will be non-refundable and will be distributed to Seller upon any termination of this Agreement as full payment and independent consideration for Seller's performance under this Agreement (the "Independent Contract Consideration"). If this Agreement is properly terminated by Buyer pursuant to a right of termination granted to Buyer by any provision of this Agreement **or if Buyer does not deliver its Notice to Proceed to Seller prior to the expiration of the Inspection Period, as extended,** the Earnest Money, less the Independent Contract Consideration, will be promptly returned to Buyer, and the parties will have no further rights or obligations under this Agreement (except for any that, by the explicit provisions of this Agreement, expressly survive the termination of this Agreement). Notwithstanding the foregoing, the Independent Contract Consideration shall be non-refundable to Buyer, retained by Seller and applied to the Purchase Price at Closing. Seller acknowledges the sufficiency of the Independent Contract Consideration.

2.3 If the contemplated transaction is consummated in accordance with this Agreement, the Earnest Money and all interest earned thereon, less the Independent Contract Consideration, will be applied to the Purchase Price at Closing. If the transaction is not so consummated, the Earnest Money and all interest earned thereon, will be held and delivered by Title Company as provided in this Agreement.

Buyer's failure to deliver any required notice pursuant to this Section 2 within applicable time period shall be deemed Buyer's election to terminate this Agreement. If the Appraisal is not delivered within forty-five (45) days after the Effective Date, Buyer shall have the right to either (x) terminate this Agreement or (y) engage an appraiser at Seller's expense to complete the Appraisal.

3. Closing.

3.1. Inspection Period.

3.1.1. Buyer shall have from the Effective Date until the date which shall be the first business day which is **One Hundred and Eighty Days (180)** days after the Effective Date (such period, the "Inspection Period") to carry out its due diligence investigations and inspections pertaining to the Property and otherwise to determine if the Property is suitable for Buyer ("Investigations"). Seller agrees that it shall fully cooperate with Buyer in connection with any and all Investigations and promptly provide information and copies of all contracts pertaining to the Property requested by Buyer during the Inspection Period to the extent either accessible by Seller or otherwise in Seller's possession or control, including, (i) operating information of the Property for the prior three (3) years reflecting: (a) ad valorem taxes both real and personal, (b) annual insurance premiums for fire, extended coverage, workmen's compensation, vandalism, and malicious mischief, general liability, rents and other forms of insurance, and (c) expenses incurred for water, electricity, natural gas, and other utility charges; (ii) all engineering, foundation, soil and environmental reports, and surveys; (iii) title policies/commitments; (iv) zoning/flood plain information; (v) termite certificates; and (vi) all property licenses, construction drawings, permits, and warranties.

3.1.2. Before the expiration of the Inspection Period, Buyer shall deliver to Seller its proposed plan for the development of the Property ("Development Plan") including proposed site plan indicating layout of any roads or walkways, location of utilities, pad sites, green spaces, parking, and proposed uses. Development Plan shall include written commitment from both Buyer and Marriot International, Inc. for the construction of a Marriot Residence Inn, or higher classification, during the first phase of construction. Buyer must have written approval of its Development Plan from the Seller's City Council before proceeding with closing. Development Plan shall also include written confirmation of a commitment of a premium brand hotel as determined by the Seller's City Council. In the event Buyer fails to deliver a Development Plan acceptable to Seller, in Seller's reasonable discretion, by 11:59 p.m. Central Time on the final day of the Inspection Period, this Agreement shall automatically terminate without further action required by either party. Upon such termination, the Title Company shall promptly return the Earnest Money to Buyer, less the Independent Consideration, which shall be paid to Seller as consideration for this Agreement.

3.1.3. If, in its sole and absolute discretion, Buyer determines that the Property is satisfactory to Buyer, then Buyer shall deliver to Seller written notice to Seller (the "Notice to Proceed") of Buyer's acceptance of the Property at any time on or before 11:59 p.m. Central Standard Time on the last day of the Inspection Period. If Buyer fails to deliver the Notice to Proceed to Seller as set forth in this Section 3.1.2, then this Agreement will automatically terminate, in which event: (a) Buyer shall be absolutely and unconditionally entitled to a full refund of the Earnest Money less the Independent Contract Consideration and Escrow Agent is directed to refund to Buyer the Earnest Money less the Independent Contract Consideration, (b) this Agreement shall terminate, and (c) neither party to this Agreement shall have any further rights or obligations hereunder, except for the Post-Termination Obligations (as hereinafter defined), which shall survive such termination.

3.1.4. Notwithstanding the foregoing, Buyer, in its sole and absolute discretion, shall have two (2) options to extend the Inspection Period for a period of ninety (90) consecutive days each, *provided, however*, that Buyer provides notice of its election to Seller and the Title Company on or before the expiration of the Inspection Period, as extended.

3.1.5. Upon one (1) business day's prior notice from Buyer, Seller will allow Buyer, Buyer's principals and employees (collectively the "Buyer Group") and Buyer's third-party agents, contractors and vendors (collectively, "Buyer Representatives"), to enter upon the Property at reasonable times to conduct Investigations. Buyer Representatives shall have the right to enter the Property for its Investigations throughout the term of the Agreement.

3.1.6. The Property must be restored substantially to its present condition after any such tests, at Buyer's sole expense, ordinary wear and tear excepted. **BUYER HEREBY INDEMNIFIES SELLER AGAINST AND AGREES TO DEFEND AND HOLD SELLER HARMLESS FROM ALL CLAIMS, COSTS, EXPENSES, INJURIES, ACCIDENTS OR DAMAGE CAUSED BY BUYER OR BUYER'S INSPECTING AGENTS DURING BUYER'S INSPECTIONS, WHICH OBLIGATIONS SURVIVE CLOSING AND ANY TERMINATION OF THIS AGREEMENT, ANY OTHER PROVISION HEREOF TO THE CONTRARY NOTWITHSTANDING; PROVIDED HOWEVER, THE FOREGOING INDEMNITY SHALL NOT APPLY TO: (A) THE DISCOVERY OR DISTURBANCE OF ANY PRE-EXISTING CONDITIONS ON THE PROPERTY; (B) ORDINARY WEAR AND TEAR; (C) ANY CLAIMS ARISING FROM THE NEGLIGENCE OR MISCONDUCT OF SELLER OR ITS REPRESENTATIVES; (D) ANY DIMINUTION IN VALUE RESULTING FROM DISCOVERED CONDITIONS; OR (E) ANY CONDITIONS THAT EXISTED PRIOR TO BUYER'S ENTRY ONTO THE PROPERTY.**

3.2. Closing Date. The consummation of the transactions contemplated hereby (the "Closing") shall take place in escrow with the Escrow Agent by mail away or at a mutually acceptable location as agreed to by Buyer and Seller on the date that is thirty (30) business days following the later of (i) the expiration of the Inspection Period, as extended, or (ii) Seller's acceptance of Buyer's Development Plan; or (iii) as

otherwise agreed to in writing by Buyer and Seller (the "Closing Date").

3.3. Conditions. All of Buyer's obligations hereunder are expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Buyer, at Buyer's option), and in the event that any of the conditions set forth below has not so been fully satisfied or waived, then Buyer shall have the right, in its discretion, to terminate this Agreement by notice to Seller, whereupon this Agreement shall terminate, the Earnest Money shall be returned to Buyer, and Seller and Buyer shall have no further obligations hereunder except for any obligations which expressly survive the termination of this Agreement ("Buyer's Conditions Precedent"):

3.3.1. Seller shall have timely performed, observed and complied in all material respects, with all of the obligations, covenants, agreement and conditions required to be performed, observed and complied with by Seller by the terms of this Agreement at or prior to the Closing;

3.3.2. All representations and warranties of Seller shall be true and correct, in all material respects, as of the date made, and as of the Closing Date with the same effect as if made on and as of such date;

3.3.3. All instruments and documents required on Seller's part to effectuate this Agreement and the transactions contemplated hereby, shall be delivered to Buyer and shall be in form and substance consistent with the requirements herein; and

3.3.4. The Title Company's commitment to issue the Owner Policy in the form required by the title insurance commitment, as the same may have been supplemented, in the full amount of the Purchase Price.

3.3.5. Receipt of all governmental approvals, permits, and entitlements necessary for Buyer's intended use of the Property, including but not limited to zoning, site plan approval, and building permits;

3.3.6. No material adverse change to the physical or environmental condition of the Property between the Effective Date and Closing;

3.3.7. No pending or threatened litigation, condemnation, or governmental proceeding affecting the Property;

3.3.8. Receipt of satisfactory environmental reports, including a Phase I Environmental Site Assessment and, if recommended, a Phase II Environmental Site Assessment;

3.3.9. Seller's delivery of an executed and recordable declaration of restrictions regarding the hospitality restriction on adjacent land in form and substance reasonably satisfactory to Buyer;

4. Apportionments.

4.1. The parties agree that the following shall be apportioned between Seller and Buyer at the Closing, as of 11:59 p.m. of the day immediately preceding the Closing Date on the basis of the actual number of days of the month that shall have elapsed as of the Closing Date and based upon the actual number of days in the month and a 365 day year, and the net aggregate amount thereof either shall be paid by Buyer to Seller or credited to Buyer towards the Purchase Price, as the case may be, at the Closing such that Seller shall be obligated for all such matters accruing up to the day immediately preceding the Closing Date and Buyer shall be responsible for such items first accruing as of the Closing Date.:

4.1.1. All ad valorem taxes and assessments, personal property taxes and assessments, and all other assessments with respect to the Property, or any portion thereof, for all periods prior to Closing must be paid by Seller at or prior to Closing. Taxes and assessments for the Property for the year of the Closing shall be prorated as of the Closing Date. If an exact determination of such taxes and assessments cannot be made at the Closing, the parties shall estimate the amount based on the amount of such taxes and assessments for the Property for the immediately preceding calendar year, and Purchaser and Seller will adjust the prorations in cash within 30 days after the actual assessment and taxes are known. Notwithstanding anything contained in this Agreement to the contrary, all ad valorem tax "roll-backs" or assessments with respect to any period prior to the Closing due to change in land use or ownership with respect to the Property acquired by Buyer must be paid by Seller. In connection with the tax proration, if actual tax and assessment figures for the year of Closing are not available on the Closing Date, then the proration of such taxes and assessments will be made using tax and assessment figures from the prior calendar year and such proration of taxes will be readjusted within thirty (30) days after the date such taxes and assessment figures are fixed.

4.1.2. Annual license, permit, franchise and inspection fees.

4.1.3. All other items (including, without limitation, utilities) customarily apportioned in connection with the sale of similar properties similarly located.

4.1.4. If the Property or any part thereof shall be or shall have been affected by any bond or special assessment prior to the Closing Date, such bond or special assessment shall be paid and discharged in full at Closing by Seller regardless of whether same may be payable in installments or otherwise.

5. Closing Documents.

5.1. At the Closing, Seller shall deliver to Buyer (or the Title Company, as applicable) the following, and it shall be a condition to Buyer's obligation to close that Seller shall have delivered the same to Buyer:

5.1.1. a Special Warranty Deed (the "Deed") to the Property from Seller, duly executed and acknowledged by Seller, in form reasonable acceptable to Buyer and the Title Company;

5.1.2. a general assignment of rights (the "General Assignment") executed by Seller;

5.1.3. "non-foreign person certification" that meets the requirements of Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended, or any successor statute thereto ("Code") executed by (or on behalf of) Seller and setting forth Seller's U.S. Taxpayer Identification Number, its office address, and its statement that it is not a "foreign person" as defined in Internal Revenue Code Section 1445(f)(3), as amended;

5.1.4. such documents (such as limited liability company resolutions, corporate resolutions or partnership authorizations and certified limited liability company, corporate or partnership organizational documents) as are reasonably required by the Title Company to evidence the authorization of the transactions contemplated by this Agreement (the foregoing shall only be delivered to the Title Company);

5.1.5. a certification by Seller that all representations and warranties made by Seller in this Agreement are true and correct in all material respects on the date of Closing; and

5.1.6. the Title Company's irrevocable commitment to issue a TLTA Owner Policy of Title

Insurance ("Owner Policy") to Buyer, at Seller's expense, for the Purchase Price insuring that, upon Closing, Buyer is the owner of indefeasible fee simple title to the Property subject only to the Permitted Title/Survey Exceptions and the standard printed exceptions included in a Texas Standard Form Owner Policy of Title Insurance. Without limiting the generality of the foregoing, the printed form exception for restrictive covenants must be deleted unless one or more restrictive covenants are included among the Permitted Title/Survey Exceptions; there must be no exception for rights of parties in possession or mechanics liens.

5.2. At the Closing, Buyer shall deliver to Seller (or the Title Company, as applicable) the following:

5.2.1. the Closing Funds;

5.2.2. a settlement statement executed by Buyer;

5.2.3. Buyer will deliver to Seller and the Title Company evidence satisfactory to Seller and the Title Company that the person or persons executing the Closing documents on behalf of Buyer have full right, power and authority to do so.

5.2.4. such other documents, instruments and/or deliveries as are required to be delivered by Buyer pursuant to the terms of this Agreement.

6. Title Insurance.

6.1. Within five (5) days after the Effective Date, Seller shall deliver to Buyer a copy of any existing surveys of the Property that Seller has in its possession, control, or access (the "Existing Survey") or a notice that same is not in Seller's possession, control, or access.

Within five (5) days following delivery of the Updated Survey, Seller at Seller's expense shall order a title insurance commitment ("Commitment") for an Owner's Policy of Title Insurance ("Title Policy", defined below) naming Buyer as the proposed insured and in the amount of the Purchase Price. The Commitment shall be endorsed or updated within fourteen (14) days before Closing. The Commitment shall require the Title Company to provide Buyer, at Closing, with a fully paid Owner's Title Insurance Policy covering the Property in the aggregate face amount of the total Purchase Price, subject to the preprinted exceptions set forth therein (which Title Policy shall be at Seller's expense excepting only the cost of deletion of the survey exception and any other endorsements, if requested by Buyer or Buyer's lender, will be at Buyer's expense). The Commitment and continuation thereof shall show Seller to be vested with indefeasible title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, restrictions, and other conditions except for the following:

6.1.1. Ad valorem real estate taxes for the year of closing and subsequent years, which are not yet due and payable.

6.1.2. All applicable zoning ordinances and regulations, none of which shall prohibit or otherwise interfere with Buyer's intended improvements (as hereinafter defined) and/or the current use of the Property.

6.1.3. Restrictions or matters appearing on the plat or otherwise common to the subdivision, none of which shall prohibit or otherwise interfere with Buyer's intended improvements and/or the current use of the Property.

Buyer has until the 15th day after Buyer's receipt of the Commitment and Survey (the "Title Review

Period") in which to notify Seller in writing (hereinafter referred to as the "Title Notice") of any objections Buyer may have to any such exceptions to Seller's title to the Property set forth in the Commitment and Title Documents (other than the Cure Items (hereinafter defined)) or any matters set forth on the Survey that are objectionable to Buyer (herein collectively referred to as the "Objections"). Any such matters to which Buyer does not object in such manner and within such time period (other than the Cure Items), or any Objections which are thereafter waived by Buyer in writing or deemed waived prior to Closing, are collectively the "Permitted Exceptions" and individually a "Permitted Exception" for purposes of this Agreement. Notwithstanding anything contained herein to the contrary, Buyer objects to, and Seller shall be obligated at Closing to discharge, the following (collectively, the "Cure Items"): (a) all mortgages, assignments of rents, assignments of leases, security agreements, liens other than the lien for taxes not yet due and payable, and other encumbrances, and (b) all real property and personal property taxes, mechanics' liens, judgment liens and tax and assessments, (c) exceptions relating to delivery of organizational documents, authority, resolutions, and good standing of Seller, (d) exceptions relating to payment of all utilities, and (e) matters customarily waived by submission of an Owner's Affidavit by Seller.

6.2. If Buyer timely delivers a Title Notice indicating any Objections, then Seller may, within 10 days after receipt of such Title Notice (the "Cure Period"), at Seller's sole discretion, either (i) remedy or remove, at Seller's expense, the Objections to the satisfaction of Buyer and provide to Buyer evidence thereof reasonably satisfactory to Buyer or (ii) notify Buyer in writing of the Objections that Seller will and will not remedy and remove prior to Closing to the satisfaction of Buyer. Seller will be deemed to have elected not to remedy or remove an Objection if no notice of agreement to cure is given Buyer within the Cure Period. In the event Seller is, or is deemed to be, unable or unwilling to remedy or cause the removal of any Objection, then Buyer has, as Buyer's sole remedies, the right, by delivering written notice thereof to Seller ("Election Notice") within five (5) business days following the end of the Cure Period, to (i) terminate this Agreement in its entirety in which case Buyer will receive a refund of the Earnest Money within five (5) business days from the date of the Election Notice and Seller and Buyer will be released from this Agreement, and, except as the terms otherwise provided in this Agreement that survive termination, have no further rights or obligations one to the other under this Agreement, or (ii) waive any such Objections by delivering written notice thereof to Seller and proceed as otherwise provided in this Agreement, without reduction of the Purchase Price. Notwithstanding the foregoing, Seller shall, at its sole cost and expense, discharge the Cure Items and promptly undertake and use reasonable efforts, to eliminate or modify all Objections made by Buyer. Seller agrees at or prior to Closing to remove by payment, bonding, or otherwise any lien against the Property capable of removal by the payment of money or bonding.

6.3. If Seller elects to cure or satisfy an Objection, but after its exercise of good faith efforts, fails to do so by the Closing Date, or if Seller fails to cure a Cure Item by the Closing Date, Buyer shall have the right to either (a) terminate this Agreement upon written notice of termination given no later than the scheduled Closing Date or (b) close the transaction and waive such objection without adjustment or abatement in the Purchase Price and with Buyer being deemed to have accepted such Objection as a Permitted Exception.

6.4. Buyer may, after the Title Review Period but prior to the Closing, notify Seller in writing (a "Title Update Notice") of any additional objections to title added to the Commitment or raised by the Title Company or shown in an update or revision to the Commitments and/or recertification or update to the Survey ("Additional Objections"), and such Additional Objections shall be treated in the same manner as Objections in this Section of this Agreement. Seller may extend the Closing Date for up to thirty (30) days in order to allow Seller to cure such Additional Objection(s), during which time Seller shall diligently attempt to cure such Additional Objection(s).

7. Disposition of Earnest Money.

7.1. If (a) Seller is unable to convey title in accordance with the terms of this Agreement, or (b) Buyer is entitled to and does elect to terminate this Agreement, or (c) if Buyer is not otherwise obligated to close according to the terms of this Agreement or (d) if Seller defaults in any of its obligations or covenants under this Agreement, then Buyer shall have the absolute and unconditional right to terminate this Agreement, and Seller and Buyer unconditionally agree to and Escrow Agent is directed to refund to Buyer the Earnest Money but not the Independent Contract Consideration (or such portion thereof as shall have been deposited with Escrow Agent) and (ii) if Buyer terminates this Agreement because of a Seller default, Seller shall pay to Buyer an amount equal to the documented out-of-pocket expenses in connection with the negotiation of this Agreement, Buyer's due diligence investigations and its pursuit of any financing with respect to its acquisition of the Property (the "Transaction Costs"). Buyer shall have all other rights and remedies available at law or in equity for any Seller default including without limitation the right to seek specific performance of this Agreement.

7.2. If Seller has fully complied with all of the terms, covenants and conditions of this Agreement, and the Title Company is ready, willing and able to guarantee title to Buyer in the form prescribed in this Agreement, and within the time limitations set forth in this Agreement, and Buyer fails or refuses to consummate this Agreement in accordance with the provisions of this Agreement, for any reason (other than the termination of this Agreement pursuant to any right to terminate this Agreement expressly set forth in this Agreement or Seller's failure to perform Seller's obligations under this Agreement), then Escrow Agent shall deliver to Seller the Earnest Money (or such portion thereof as shall have been deposited with Escrow Agent) to Seller.

8. Buyer's Default. If Buyer shall fail or refuse to perform Buyer's obligation to purchase the Property in accordance with this Agreement, other than due to Seller's default or termination hereof by Buyer pursuant to the applicable provisions hereof, Seller, as Seller's sole and exclusive remedy, shall have the right to cause Escrow Agent to deliver to Seller the Earnest Money (or such portion thereof as shall have been deposited with Escrow Agent), as and for Seller's liquidated damages (the parties hereto acknowledging that it would be difficult or impossible to accurately ascertain the amount of Seller's damages), whereupon this Agreement shall terminate and neither party shall have any further rights or obligations under this Agreement other than the obligations hereunder which explicitly state that they shall survive termination of the Agreement.

9. Seller's Default. If Seller shall default under this Agreement, then Buyer may either:

9.1. Deliver written notice to Seller that Buyer elects to terminate this Agreement, in which event the provisions of Section 7 of this Agreement shall apply to such termination and Buyer shall be unconditionally entitled to a full refund of the Earnest Money; or

9.2. Bring an action against Seller to seek specific performance of Seller's obligations hereunder. Notwithstanding the forgoing, if Buyer elects to bring an action against Seller to seek specific performance of Seller's obligations hereunder and the court declines to grant such specific performance, Buyer shall have the right to seek damages as well as the remedy set forth in Article 7 above.

10. Representations.

10.1. Seller hereby represents and warrants to Buyer and agrees with Buyer that, as of the Effective Date and as of the Closing Date:

10.1.1. Seller is a Type 4B Texas Economic Development Corporation duly organized, validly existing and in good standing under the laws of the State of Texas, and is (or will be by Closing) in good

standing under the laws of the State where the Property is located, and has all requisite power and authority to enter into this Agreement and all related agreements and perform its obligations hereunder;

10.1.2. The execution, delivery and performance of this Agreement by Seller (i) are within Seller's powers (ii) have been duly authorized by all necessary company action, and (iii) this Agreement and any other documents executed in connection herewith have been duly executed and delivered, and are legally valid obligations of Seller, enforceable in accordance with their terms;

10.1.3. except with respect to Buyer, Seller has not granted to any Person any option or other right to purchase the Property;

10.1.4. Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed a petition for voluntary bankruptcy or filed a petition or answer seeking reorganization or any arrangement or composition, extension or readjustment of its indebtedness, (iii) consented, in any creditor's proceeding, to the appointment of a receiver or trustee of Seller or any of its property or any part thereof, or (iv) been named as a debtor in an involuntary bankruptcy proceeding or received a written notice threatening the same;

10.1.5. no condemnation or eminent domain proceedings are pending or, to Seller's knowledge, have been threatened with respect to the Property;

10.1.6. Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code;

10.1.7. there are no contracts or agreements of any kinds or nature that affect the Property or Seller's right, title or interest therein and that will be binding upon Buyer after the Closing, including, without limitation, service contracts;

10.1.8. there is no action or proceeding pending, nor, to Seller's knowledge, threatened against or relating to (a) the Property, (b) this transaction or (c) Seller, which would affect Buyer or the Property after the Closing;

10.1.9. Seller has not received any notice that the Property and/or the present use and condition of the Property violate any applicable deed restrictions or other covenants, restrictions or agreements, site plan approvals, zoning or subdivision regulations, urban redevelopment plans, the laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions or requirements of any authorities governing or regulating the use and operation, or otherwise applicable to, the Property, as modified by any duly issued variances disclosed to Buyer in writing before the execution of this Agreement (collectively, the "Legal Requirements"), and Seller has not entered into any agreements with any authorities in connection with compliance with Legal Requirements;

10.1.10.No services, material or work have been supplied to Seller with respect to the Property for which payment has not been or as of Closing shall not have been made in full;

10.1.11.Seller has not retained anyone to file notices of protest against, or to commence actions to review, real property tax assessments against the Property; and

10.1.12.Seller is in compliance with all applicable anti-money laundering and anti-terrorist laws, regulations, rules, executive orders and government guidance, including the reporting, record keeping and compliance requirements of the Bank Secrecy Act, as amended by The International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001, Title III of the USA PATRIOT Act, and other

authorizing statutes, executive orders and regulations administered by OFAC (as hereinafter defined), and related Securities and Exchange Commission, SRO or other agency rules and regulations, and has policies, procedures, internal controls and systems that are reasonably designed to ensure such compliance. Neither: (i) Seller, any Affiliate of Seller or any Person controlled by Seller; nor (ii) any Person who owns a controlling interest in or otherwise controls Seller; nor (iii) if Seller is a privately held entity, any Person otherwise having a direct beneficial interest (other than with respect to an interest in a publicly traded entity) in Seller; nor (iv) any Person for whom Seller is acting as agent or nominee in connection with this investment, is a country, territory, Person, organization, or entity named on an OFAC List (as hereinafter defined), or is a prohibited country, territory, Person, organization, or entity under any economic sanctions program administered or maintained by OFAC. For the purposes of this Section 10, "OFAC" means the U.S. Department of the Treasury's Office of Foreign Assets Control and "OFAC List" is any list of prohibited countries, individuals, organizations and entities that is administered or maintained by OFAC, including: (i) Section 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001) issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), any related enabling legislation or any other similar executive orders, (ii) the List of Specially Designated Nationals and Blocked Persons maintained by OFAC), and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation, or (iii) a "Designated National" as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515.

10.1.13. The Property complies with all applicable building codes, zoning laws, ordinances, and regulations, and Seller has not received any notices of violation thereof;

10.1.14. There are no underground storage tanks on the Property, and to Seller's knowledge, no hazardous materials have been used, generated, stored, released, discharged or disposed of on, under or about the Property in violation of any environmental laws;

10.1.15. There are no leases, service contracts, maintenance agreements, or other agreements affecting the Property that will survive Closing or be binding on Buyer;

10.1.16. There are no special assessments, impact fees, development fees, or other similar charges pending or threatened against the Property;

10.1.17. All utilities necessary for Buyer's intended development of the Property are available at the property line with sufficient capacity for such development, or can be brought to the Property.

All references in this Agreement to the "knowledge of Seller" or "to Seller's knowledge" or similar qualifier refers only to the actual knowledge of the City Councitl of Seller.

10.2. Buyer hereby represents and warrants to Seller and agrees with Seller that, as of the Effective Date and as of the Closing Date:

10.2.1. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas, and is (or will be by Closing) in good standing under the laws of the State of Texas, and has all requisite power and authority to enter into this Agreement and all related agreements and perform its obligations hereunder;

10.2.2. Neither the execution nor the delivery of this Agreement by Buyer nor the consummation of the transactions contemplated by this Agreement will result in or constitute a violation or breach of any judgment, writ, injunction, order or decree issued against Buyer, or result in a violation or breach of any term or provision under any contract

or agreement to which Buyer is at present a party or by which Buyer is bound or result in or constitute a violation of any law, statute, ordinance, rule or regulation applicable to Buyer.

11. Seller's Covenants.

11.1. Seller agrees as follows:

11.1.1. Between the Effective Date and the Closing Date or earlier termination of this Agreement, Seller will provide or cause to be provided substantially such services with respect to the Property that have been provided by Seller in the past in accordance with Seller's customary practice.

11.1.2. Between the Effective Date and the Closing Date or earlier termination of this Agreement, Seller will maintain its present casualty and liability insurance with respect to the Property, if any, (which insurance may be effected under a blanket policy or policies of insurance) in accordance with Seller's past practice.

11.1.3. Between the Effective Date and the Closing Date, Seller will cause to be performed all normal operational repairs required to be made to the Property in order to maintain the Property in the condition of the Property as of the Effective Date, reasonable wear and tear and natural deterioration and damage by fire or other casualty or condemnation excepted, provided that the foregoing shall not have the effect of requiring Seller to make any repairs or replacements of a capital nature to the Property.

11.1.4. If, prior to or after Closing, Buyer reasonably determines that any offsite easements and right-of-way dedications, including roads, sewer, and water, required for the development of the Property in accordance with Buyer's development plans ("Offsite Easements") on, over, across, or under any adjacent or nearby land owned by Seller are required, Seller will grant such Offsite Easements to Buyer or to the applicable governmental authority or utility provider at Closing, all at no additional cost to Buyer. This covenant will survive Closing.

12. Condemnation and Destruction.

12.1. If, prior to the Closing Date, a Taking (as hereinafter defined) occurs, then (a) Seller shall notify Buyer in writing and by email to all email addresses in this Agreement of such fact and (b) Buyer shall have the right to terminate this Agreement by delivering notice of such termination to Seller on or before the earlier of the Closing Date or the date twenty (20) days after it receives such notice from Seller. In the event that Buyer fails to exercise such termination right within such twenty (20) day (or shorter) period, Buyer shall be deemed to have waived such termination right, in which event (x) Buyer shall not have any right or option to terminate this Agreement due to such Taking and this Agreement shall continue in effect, (y) at the Closing, Buyer shall accept the Property subject to such Taking or so much of the Property as remains thereafter, as the case may be, with no abatement of the Purchase Price, and (z) at the Closing, Seller shall assign and turn over to Buyer, and Buyer shall be entitled to receive and keep, all of Seller's interest in and to all awards for such Taking. In the event that Buyer delivers a notice of termination within such twenty (20) day (or shorter) period, the provisions of Section 7 of this Agreement shall apply to such termination.

12.2. If, prior to the Closing Date, a Non-Material Casualty (as hereinafter defined) occurs, then (i) Seller shall notify Buyer of such fact, (ii) Buyer shall not have any right or option to terminate this Agreement and this Agreement shall continue in effect, (iii) at the Closing Buyer shall accept the Property in the then "as is" condition of such Property with no abatement of the Purchase Price, and (iv) at the Closing, Seller shall assign and turn over to Buyer, and Buyer shall be entitled to receive and keep, all of Seller's interest in and to all insurance proceeds payable in connection with such Non-Material Casualty, and Buyer shall receive a credit against the Purchase Price at the Closing in the amount of any loss

deductible payable in connection with such insurance proceeds. If, prior to the Closing Date, a Material Casualty (as hereinafter defined) occurs, then (a) Seller shall notify Buyer of such fact and (b) Buyer shall have the right to terminate this Agreement by delivering notice of such termination to Seller on or before the earlier of the Closing Date or the date twenty (20) days after it receives such notice from Seller. If Buyer fails to exercise such termination right within such twenty (20) day (or shorter) period, Buyer shall be deemed to have waived such termination right, in which event (x) Buyer shall not have any right or option to terminate this Agreement due to such Material Casualty and this Agreement shall continue in effect, (y) at the Closing Buyer shall accept the Property in the then "as is" condition of the Property with no abatement of the Purchase Price, and (z) at the Closing, Seller shall assign and turn over to Buyer, and Buyer shall be entitled to receive and keep, all of Seller's interest in and to all insurance proceeds payable in connection with such Material Casualty, and Buyer shall receive a credit against the Purchase Price at the Closing in the amount of any loss deductible payable in connection with such insurance proceeds. In the event that Buyer delivers a notice of termination within such ten (10) day (or shorter) period, then the provisions of Section 7 of this Agreement shall apply to such termination.

12.3. Notwithstanding anything to the contrary set forth in this Section 13, Seller shall have no obligation to repair any damage or destruction to the Property caused by any Casualty or to otherwise restore the Property after any Taking, and Seller shall have no other obligation or liability of any kind or nature in respect of any Casualty or Taking affecting the Property.

12.4. As used herein, the following terms shall have the following meanings:

12.4.1. "Casualty" means the destruction of all or a portion of the Property by fire or other casualty.

12.4.2. "Material Casualty" means a Casualty affecting more than one percent (1%) of the Property.

12.4.3. "Non-Material Casualty" means any Casualty other than a Material Casualty.

12.4.4. "Taking" means any taking of any portion of the Property by condemnation or eminent domain.

13. Brokers.

13.1. The White Rock Realty ("White Rock") is a licensed real estate broker and is the agent of Buyer. Darshana Patel is the designated agent with White Rock. Seller will pay (i) White Rock a real estate commission of three percent (3%) of the Purchase Price at Closing. Notwithstanding anything to the contrary, the commission due in this paragraph is only applicable if the sale of the Property closes and only payable on gross sales price received by Seller in good funds. No commission shall be payable on any non-refundable earnest money if the Buyer does not close on the Property.

13.2. **SELLER AND BUYER HEREBY AGREE TO PAY, AND INDEMNIFY, DEFEND (BY COUNSEL SELECTED BY THE INDEMNIFIED PARTY) AND SAVE THE OTHER PARTY HARMLESS FROM AND AGAINST ALL LIABILITIES, COSTS, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM ANYONE OTHER THAN WHITE ROCK CLAIMING ANY REAL ESTATE COMMISSION, FINDER'S FEE OR ANY FEE PAYABLE IN CONNECTION WITH THE SALE AND PURCHASE OF THE PROPERTY, OR ANY PORTION THEREOF BY VIRTUE OF AN AGREEMENT WITH THE INDEMNIFYING PARTY. SUCH COVENANTS AND INDEMNITIES RELATING TO THE PAYMENTS IN THIS SECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT AND NOT BE MERGED THEREIN.**

14. Escrow.

14.1. The Title Company will not be liable: (i) to any of the parties for any act or omission to act except for its own gross negligence, bad faith or willful misconduct; (ii) for any legal effect, insufficiency, or undesirability of any instrument deposited with or delivered by the Title Company or exchanged by the parties hereunder, whether or not the Title Company prepared such instrument (except for the Commitment, the Owner Policy of any mortgage title policy); (iii) for any loss or impairment of funds that have been deposited in escrow while those funds are in the course of collection, or while those funds are on deposit in a financial institution, if such loss or impairment results from the failure, insolvency or suspension of a financial institution, unless the Title Company fails to move such funds to another financial institution in accordance with joint written instructions from Seller and Buyer to the Title Company, (iv) for the expiration of any time limit or other consequence of delay, unless a properly executed written instruction, accepted by the Title Company, has instructed the Title Company to comply with such time limit; or (v) for the default, error, action or omission of either Seller or Buyer to the escrow. The Title Company will be entitled to rely, in good faith, on any document or paper received by it, believed by the Title Company, in good faith, to be bona fide and genuine.

14.2. In the event of any dispute as to the disposition of the Earnest Money or any other monies held in escrow, the Title Company will give written notice to all parties advising same that, in the absence of written instructions signed by both Buyer and Seller received within the next ten (10) days, the Title Company may interplead the Earnest Money by filing an interpleader action in the District Court of the County where the Property is located (to the jurisdiction of which both parties hereby consent) or may continue to hold the Earnest Money and take no action until the Title Company receives such joint written instructions or an order of a court as to the disposition of same. If the Title Company receives the aforesaid written instructions, it will continue to hold the Earnest Money pursuant to such written instructions. If the Title Company does not receive the aforesaid written instructions, it may pay into the registry of the court the Earnest Money and any other monies held in escrow or may continue to hold the Earnest Money and take no action until the Title Company receives such joint written instructions or an order of a court as to the disposition of same, whereupon the Title Company will be relieved and released from any further liability as escrow agent hereunder. The Title Company will not be liable for the Title Company's compliance with any legal process, subpoena, writs, orders, judgments and decree of any court, whether issued with or without jurisdiction, and whether or not subsequently vacated, modified, set aside or reversed.

15. Closing Costs. Seller shall pay (a) all state, county, municipal and/or local conveyance taxes with respect to the transaction contemplated by this Agreement including without limitation documentary stamp taxes and surtaxes, (b) the title insurance premiums for the owner title policy, (c) any real estate commissions and (d) the escrow fees to Escrow Agent. Buyer shall pay (a) title endorsements requested by Buyer or its lender, (b) all due diligence costs, and (c) all recording fees and charges for the Deed. Each party hereto shall pay such party’s own legal fees and all of such party’s other expenses in connection with this transaction.

16. Notices. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made by e-mail (e-mail alone is sufficient notice method for all purposes) or (i) upon the date of personal delivery (if notice is delivered by personal delivery), or (ii) on the day one (1) Business Day after deposit with a nationally recognized overnight courier service (if notice is delivered by nationally recognized overnight courier service), and in any case addressed to the parties at the addresses set forth below (or to such other addresses as the parties may specify by due notice to the other) - notice to Buyer’s legal counsel shall not be deemed notice to Buyer:

If to Seller:

Duncanville Community and Economic Development Corporation
Attn: Marlon Goff, Board President and Victor Barrera, Economic Development Director
203 E Wheatland Rd
Duncanville, TX 75116
Email: victor.barrera@duncanvilletx.com

If to Buyer:
KKMD INVESTMENTS, LLC
5503 Statesman Lane
Frisco, Texas 75036
Email: mikepatel918@gmail.com and info@dpre-tx.net

17. **Successors and Assigns**. The provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the heirs, executors, administrators, successors and assigns of the respective parties. Buyer shall not have any right to assign this Agreement without the prior written consent of Seller (such consent shall be in Seller's sole discretion), and any such prohibited assignment shall be void. Notwithstanding the foregoing, Buyer shall have the right to assign this Agreement to an Affiliate of Buyer. For purposes of this Agreement, an "Affiliate" means any other entity directly or indirectly controlling or controlled by or under direct or indirect common control with Buyer. For purposes of this definition, "control" means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled: have meanings correlative to the foregoing.

18. **Counterpart Execution; Execution by Facsimile Transmission/.PDF Format**. This Agreement may be executed in more than one counterpart, each of which, when taken together, shall be deemed to be one (1) instrument. This Agreement may be executed by facsimile transmission or by email via .pdf format, in each case, with the same force and effect as originals. The parties agree that this Agreement may be electronically or digitally signed. The parties agree that the electronic or digital signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

19. **Ambiguities Not Construed Against Drafter**. Ambiguities in this Agreement shall not be construed against the party drafting this Agreement, notwithstanding any contrary rule of construction or interpretation at law or in equity.

20. **No Special Relationship Between Seller and Buyer**. Buyer and Seller acknowledge and agree that the relationship between Buyer and Seller is solely a commercial relationship, and the execution of this Agreement by Buyer and Seller shall not create (and neither Buyer nor Seller intends to create) any relationship of principal and agent between Buyer and Seller, or any partnership or joint venture relationship between Buyer and Seller. Neither Buyer nor Seller shall be deemed to be a fiduciary of the other party.

21. **Effective Date**. The effective date of this Contract (the "Effective Date") is the date upon which a fully signed Contract, together with the Earnest Money, is delivered to the Title Company.

22. **Choice of Law and Venue.** This Agreement will be construed under and in accordance with the laws of the State of Texas. Venue for any causes of action, controversy or dispute regarding this Agreement or the subject matter hereof will be in Dallas County, Texas. BUYER AND SELLER EACH HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH.

THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BUYER AND SELLER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. SELLER OR BUYER, AS APPLICABLE, IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY BUYER OR SELLER, AS APPLICABLE. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT.

23. **Release of Earnest Money.** In the event that pursuant to the provisions of this Agreement either Seller or Buyer is entitled to receive the, the other Party is obligated to execute promptly such direction or agreement as may be required by the Title Company incident to the disposition of such Earnest Money.

24. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance is, to any extent, determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each such term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

25. **Sole Agreement.** This Agreement constitutes the sole and only agreement of the Parties with respect to the Property and supersedes any prior understanding or written or oral agreements between the Parties respecting the subject matter of this Agreement and, except as otherwise provided in this Agreement, cannot be amended or modified except by written agreement signed by Seller and Buyer.

26. **Gender.** Words of any gender used in this Agreement will be held and construed to include any other gender and words in the singular number include the plural and vice versa unless the context requires otherwise.

27. **Attorney's Fees.** Each Party shall be responsible for its own attorney fees and expenses.

28. **Binding Effect.** This Agreement has no binding effect on either Party until executed by both Parties.

29. **Miscellaneous**.

29.1. Time is of the essence under this Agreement.

29.2. If any date set forth in this Agreement for the performance of any obligation by Buyer or Seller or for the delivery of any instrument or notice should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery will be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. For purposes of this paragraph, "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in Dallas County, Texas, for the observance thereof.

29.3. Section headings may not be used in construing this Agreement. Each Party acknowledges that such Party and its counsel, after negotiation and consultation, has reviewed and revised this Agreement. As such, the terms of this Agreement must be fairly construed and the usual rule of construction, to the effect that any ambiguities herein should be resolved against the drafting Party, may not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits hereto or thereto. The words "herein", "hereof", "hereunder", "hereby", "this Agreement" and other similar references will be construed to mean and include this Agreement and all amendments and supplements hereto unless the context clearly indicates or requires otherwise. Whenever the words "including", "include" or "includes" are used in this Agreement, they will be interpreted in a non-exclusive manner. Except as otherwise

indicated all Exhibit and Section references in this Agreement will be deemed to refer to the Exhibits and Sections in this Agreement.

29.4. Each Party must take any actions that may be required to comply with the terms of the USA Patriot Act of 2001, as amended, any regulations promulgated under the foregoing law, Executive Order No. 13224 on Terrorist Financing, any sanctions program administrated by the U.S. Department of Treasury's Office of Foreign Asset Control or Financial Crimes Enforcement Network) (the "Executive Order"), or any other Laws, regulations or executive orders designed to combat terrorism or money laundering, if applicable, to this Agreement. Each Party represents and warrants to the other Party that it is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury, as last updated prior to the date of this Agreement.

30. DISCLOSURES: Buyer is hereby provided the following notices required by law, or otherwise:

30.1. **Annexation Disclosures**. If the Property that is the subject of this Agreement is located outside the limits of a municipality, the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

30.2. **Notice of Water and Sewer Service**. Pursuant to Section 13.257 of the Texas Water Code, Seller provides Buyer with the following notice: The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area, there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. By signing this Agreement, the undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property. At the Closing, Buyer agrees to execute a separate copy of the foregoing notice with current information, in a form required by Section 13.257 of the Texas Water Code, to be subsequently recorded at Buyer's expense in the real property records of the county in which the Property is located.

30.3. **Utility District**. Buyer agrees that if the Property is situated in any utility district, Buyer will sign and acknowledge at or prior to the Closing, a statutory notice as required under Section 54.812 of the Texas Water Code.

30.4. **Pipelines**. If a transportation pipeline, including a pipeline for the transportation of natural gas, natural gas liquids, synthetic gas, liquefied petroleum gas, petroleum or a petroleum product or hazardous substance, is located on or within the Land, Seller shall give Buyer statutory notice regarding such pipeline(s) as required by Section 5.013 of the Texas Property Code.

30.5. **Public Improvement Districts**. If the Property is in a public improvement district, § 5.014, Property Code, requires Seller to notify Buyer as follows: As a Buyer of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the

due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

30.6. **Texas Agricultural Development District**. Seller has no knowledge whether the Property is located in a Texas Agricultural Development District. For additional information contact the Texas Department of Agriculture.

30.7. **1031 Exchange.** Buyer and Seller agree that, at either party's election, this transaction may be structured as an exchange of like-kind properties under Section 1031 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations and proposed regulations thereunder. The non-electing party shall reasonably cooperate with the electing party. **The electing party shall in all events be responsible for all costs and expenses related to the Section 1031 exchange and shall fully indemnify, defend and hold the non-electing party harmless from and against any and all liability, claims, damages, expenses (including attorneys' fees), proceedings and causes of action of any kind or nature whatsoever arising out of, connected with or in any manner related to such 1031 exchange that would not have been incurred by the non-electing party if the transaction were a purchase for cash.** The provisions of the immediately preceding sentence shall survive Closing. In no event shall (i) the non-electing party be obligated to undertake any obligations or liabilities that it would not have had if the electing party did not elect to structure the transaction as an exchange of like-kind property under Section 1031 of the Code of (ii) any Section 1031 exchange delay or be a condition to Closing.

31. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts beyond its reasonable control, including but not limited to, acts of God, strikes, lockouts, riots, acts of war or terrorism, epidemics, pandemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes, floods, or other disasters ("Force Majeure Event"). The party suffering a Force Majeure Event shall give notice to the other party and shall use reasonable efforts to minimize the impact of such Force Majeure Event. In the event of a Force Majeure Event, all deadlines under this Agreement shall be extended for a period equal to the delay caused by the Force Majeure Event.

32. Survival. The following provisions shall survive Closing and shall not be merged into the deed or any other closing documents: Sections 3.1.5 (Indemnification), 10.1 (Seller's Representations), 13 (Brokers), , and any other provisions that expressly state they survive Closing or should reasonably survive closing. This Section 32 shall survive Closing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the Effective Date.

SELLER:

The City of Duncanville

By: _____
Name: Doulgas E. Finch
Title: City Manager

BUYER:

KKMD INVESTMENTS, LLC,
a Texas limited liability company

By: _____
Name: Manish Patel
Title: Managing Member

EXHIBIT A
Description of the Land

STAFF REPORT

MEETING: City Council - 04 Feb 2025

TITLE:
Consider a Resolution approving the contract for third-party operations with Library Systems & Services for the Duncanville Public Library.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:
Douglas Finch, City Manager
Sofine Lewis, Executive Liaison to the City Manager

BACKGROUND/HISTORY:
The Duncanville Public Library has served the community as a vital educational and cultural resource for many years. As the city continues to grow, so do the demands for high-quality, accessible library services. In response to these growing needs, the City of Duncanville has explored various ways to enhance efficiency, improve service delivery, and maintain fiscal responsibility.

Library Systems & Services (LS&S) is a leading provider of third-party management and operational services for public libraries. LS&S specializes in managing public libraries and implementing best practices for library operations, technology, customer service, and program development. They have a proven track record with other municipalities and have expressed interest in partnering with Duncanville to operate and manage the Duncanville Public Library.

POLICY EXPLANATION:
1. Scope of Services Provided by LS&S:
   - LS&S would assume responsibility for the day-to-day operations of the Duncanville Public Library, including staffing, programming, facility management, and library collection development.
   - The LS&S model emphasizes data-driven decision-making to improve library services and ensure alignment with community needs.

- LS&S will work closely with the City to ensure the library's programs and services are tailored to Duncanville's unique demographic and educational goals.

2. Financial Impact:
   - LS&S's third-party operation proposal is expected to streamline costs through economies of scale, efficient staffing models, and centralized resources from its extensive network of libraries.
   - The City would be provided with detailed financial projections and cost savings estimates based on LS&S's experience with other similar contracts.
   - A review of current library expenses and comparisons with LS&S's proposed budget will be included to assess potential savings or increased efficiency.
3. Community Engagement:
   - LS&S has a robust track record of community engagement and program development, which would be critical in sustaining the library's role as a community hub.
   - They will gather feedback from Duncanville residents to ensure the library's programs, services, and resources reflect the community's needs and preferences.
4. Library Improvement and Technology:
   - LS&S has advanced knowledge of the latest library technologies and resources, which could improve patron access to information, library services, and digital resources.
   - LS&S would work on upgrading the library's IT infrastructure, expanding digital collections, and enhancing online services to make the library more accessible to all residents.
5. Risk and Transition Plan:
   - As with any third-party management agreement, the transition to LS&S management would need to be handled carefully to ensure a smooth operation and minimal disruption to library services.
   - The City would work with LS&S to establish a transition plan that includes staff training, public communications, and continued operations during the shift in management.

FISCAL IMPACT: AN AMOUNT NOT TO EXCEED $ 6,568,830

Period	Charges ("Operating Budget")		
	Annualized	**Monthly**	***Materials**
February 28, 2025 to September 30, 2025	$930,316	$77,527	$100,000
October 1, 2025 to September 30, 2026	$962,877	$80,240	$103,000
October 1, 2026 to September 30, 2027	$996,577	$83,048	$106,090
October 1, 2027 to September 30, 2028	$1,031,457	$85,955	$109,273
October 1, 2028 to September 30, 2029	$1,067,558	$88,963	$112,551
October 1, 2029 to September 30, 2030	$1,104,923	$92,077	$115,927

FUNDING SOURCE:

The purchase amount and available budget is dependent upon the start date. The remaining FY25 library budget, at that time, will cover the expense.

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**
Annual per Budget	Annual per Budget	Annual per Budget

ACTION ALTERNATIVES:

1. Approve the contract with Library Systems & Services.
2. Do not approve the contract for Library Systems & Services.
3. Other actions as directed by Council.

ATTACHMENTS:

Library Service Agreement - Ducanville TX Draft (1-27-25)
Resolution No. 2025-420 - Approve Contract with Library Systems _ Services for Duncanville Public Library

RESOLUTION NO. 2025-420

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH LIBRARY SYSTEMS & SERVICES, LLC FOR THIRD-PARTY OPERATION OF THE DUNCANVILLE PUBLIC LIBRARY FOR A TERM OF FIVE YEARS AND SEVEN MONTHS WITH A TOTAL EXPENDITURE NOT TO EXCEED $6,568,830; AND, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECCESSARY DOCUMENTS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Duncanville Public Library has served the community as a vital educational and cultural resource for many years. As the city continues to grow, so do the demands for high-quality, accessible library services.

WHEREAS, In response to these growing needs, the City of Duncanville has explored various ways to enhance efficiency, improve service delivery, and maintain fiscal responsibility.

WHEREAS, Library Systems & Services (LS&S) is a leading third-party management and operational services provider for public libraries.

WHEREAS, LS&S specializes in managing public libraries and implementing best practices for library operations, technology, customer service, and program development.

WHEREAS, LS&S has a proven track record with other municipalities and has expressed interest in partnering with Duncanville to operate and manage the Duncanville Public Library.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The City Council of Duncanville, Texas, authorizes the contract with Library Systems & Services for the City of Duncanville Public Library for a total expenditure not to exceed $ 6,568,830 for a period through September 30, 2030.

SECTION 2. The City Council of Duncanville, Texas hereby authorizes the City Manager, or his designee, to execute the appropriate and necessary documents.

SECTION 3. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 4th day of February, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

LIBRARY SERVICE DELIVERY AGREEMENT

This **LIBRARY SERVICE DELIVERY AGREEMENT** ("Agreement") is made as of the ____ day of _____, 2025 between: LIBRARY SYSTEMS & SERVICES, LLC, a Maryland limited liability company with a mailing address at 2600 Tower Oaks Drive, Rockville, Maryland 20852 ("LS&S"); and the CITY OF DUNCANVILLE, with a mailing address at 203 E Wheatland Rd, Duncanville, TX, 75116 ("Customer" or "CITY"). LS&S and Customer are each sometimes referred to herein as a "Party" and collectively, the "Parties".

The Parties agree as follows:

1. Services and Goods.

(a) Services. During the term of this Agreement, LS&S will use commercially reasonable efforts to provide the labor and administrative services described on Schedule A (collectively, "Services").

(b) Provision of Goods. LS&S may purchase goods ("Goods") for use in the management and operation of the Library (as defined below). At LS&S's sole discretion, LS&S may select the sources of the Goods. Title to all items purchased by LS&S shall at all times reside in Customer. If LS&S furnishes any goods to Customer, LS&S will use good faith efforts to extend the manufacturer's warranty, if any, to Customer.

2. Term and Termination.

(a) Term. This Agreement shall be in effect for a period of five (5) years and seven (7) months commencing on February 4th, 2025 ("Effective Date"), and continues in force until September 30, 2030 ("Expiration Date"), unless sooner terminated in accordance with this Section 2.

(b) Termination for Default. If either Party breaches any material provision of this Agreement and fails to correct the breach within thirty (30) days after receiving written notice specifying the breach (or, if the breach cannot be corrected within thirty (30) days, fails to progress diligently towards correction), then the other Party may terminate this Agreement by giving written notice to the breaching Party, except that LS&S shall have the right to terminate this Agreement if Customer fails to pay any amount due LS&S and such failure continues for ten (10) days after written notice thereof.

(c) Renewal. Subject to the termination provisions in accordance with this Section 2, this Agreement shall automatically renew and the Expiration Date extended for successive renewal periods equal in duration to the original term of this Agreement, unless written notice of intent to not renew is given by a Party at least six (6) calendar months prior to the Expiration Date.

(d) Effect of Termination. Upon any termination of this Agreement, each Party shall (i) immediately discontinue all use of the other Party's Confidential Information; (ii) delete the other Party's Confidential Information from its computer storage or any other media, including, but not limited to, online and off-line libraries; (iii) shall return to the other Party

or, at the other Party's option, destroy, all copies of such other Party's Confidential Information then in its possession (including the Documentation); and (iv) shall promptly pay all amounts due and remaining payable hereunder.

(e) Survival of Obligations. The provisions of Sections 5, 8(b), 9, and 10-12, as well as Customer's obligations to pay any amounts due and outstanding hereunder, shall survive termination or expiration of this Agreement.

3. Price and Payment.

(a) Price. LS&S shall perform the Services for the Charges (exclusive of any current or future taxes) set forth in Section E of Schedule A.

(b) Invoices. LS&S shall submit invoices for services or goods rendered and completed in accordance with the monthly amount set forth in Section D of Schedule A. Invoices shall be emailed to the CITY's Accounts Payable Department at accountspayable@duncanville.com with a proforma copy to the City's designated project manager or departmental point-of-contact. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds. LS&S agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by electronic funds transfer.

(i) Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number, if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. LS&S's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the CITY. Unless otherwise instructed in writing, the CITY may rely on the remittance address specified on LS&S's invoice.

(ii) Invoices for labor performed outside of the scope and but previously agreed to by the City with a written change order, shall be listed on the monthly invoice as a separate item. Invoices for labor shall include a copy of all timesheets with labor rate and deliverables clearly identified. Invoices shall also include a tabulation of work hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked.

Unless otherwise expressly authorized in the Contract, LS&S shall pass through All Subcontractor and other authorized expenses at actual cost without markup.

(iii) Federal excise taxes, State taxes, or CITY sales taxes must not be included in the invoiced amount. The CITY will furnish a tax exemption certificate upon request.

(c) Payments. The CITY may withhold or set off the entire payment or part of any payment otherwise due LS&S to such extent as may be necessary on account of:

(i) third party claims, which are not covered by the insurance which LS&S is required to pay provided the City receives notification of a valid claim or reasonable evidence indicating probable filing of such claims.

(ii) failure of LS&S to pay Subcontractors, or for labor, materials or equipment; damage to the property of the CITY or the CITY's agents, employees, or contractors, which is not covered by insurance required to be provided by LS&S;

(iii) reasonable evidence that LS&S's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay;

(iv) failure of LS&S to submit proper invoices, with all required attachments and supporting documentation; or

(v) failure of LS&S to comply with any material provision of the Agreement or perform the project in a satisfactory manner.

(vi) any sums owed to the CITY, for any reason including delinquent taxes.

Payments shall be made within 30 days of receipt of invoice by CITY, unless disputed by the CITY. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

(d) Funding and Non-Appropriation Clause. The awarding or continuation of this agreement is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Agreement. LS&S recognizes that the continuation of any multi-year contract after the close of, or during, any given fiscal year of the CITY, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the CITY providing for or covering such contract as an expenditure therein. Should funding not be approved by the CITY Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to elate shall be paid.

The CITY shall provide LS&S written notice of the failure of the CITY to make an adequate Appropriation for any fiscal year to pay the amounts due under the multi-year contract, or the reduction of any Appropriation to an amount insufficient to permit the CITY to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the CITY.

(e) Right to Inspect/Audit Records. LS&S agrees that CITY shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of LS&S involving transactions relating to this contract. LS&S agrees that CITY shall have access during normal working hours to all necessary LS&S facilities and shall be provided with adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give LS&S reasonable advance notice of intended audits no less than 3 business days. LS&S further agrees to include in subcontract(s), if any, a provision that any subcontractor or subcontractors agrees that CITY shall, until the expiration of one (1) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractors or subcontractors involving transactions to the subcontract and further, that CITY shall have access during normal working shall give the subcontractor's or subcontractors reasonable advance notice of intended audits no less than 3 business days.

4. Insurance.

(a) Insurance. During the term of this Agreement, LS&S shall maintain in force at its own expense commercial general liability insurance coverage of at least one million dollars ($1,000,000) each occurrence and two million dollars ($2,000,000) annual aggregate. LS&S also shall maintain workers compensation insurance providing the statutory benefits required by law. LS&S shall also provide and maintain in full force and effect during the term of this Contract, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting LS&S and CITY against liability from damages because of injuries, including death, suffered by any person or persons other than employees of LS&S, and liability for damages to property, arising from or growing out of LS&S's operations in connection with the performance of this Contract. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than Two Million Dollars ($2,000,000.00) for one (1) person, and not less than Two Million Dollars for any one (1) occurrence. Insurance covering damages to property shall be in the sum of not less than Two Million Dollars ($2,000,000.00) for any one (1) occurrence, and Two Million Dollars ($2,000,000.00) aggregate.

(b) Property Insurance. Customer will keep its buildings and their contents insured against loss, cost, damage or expense resulting from fire, explosion or any other casualty in an amount equal to the full replacement cost thereof ("Casualty Insurance"). If any loss, cost, damage or expense resulting from fire, explosion, or any other casualty or occurrence is incurred by Customer in connection with its buildings or their contents, then Customer hereby releases LS&S, its owners, officers, employees, agents and volunteers from any liability it may have on account of such loss, cost, damage or expense to the extent of any amount receivable by reason of such Casualty Insurance, and waives any right of subrogation which might otherwise have existed or accrued to any person on account thereof.

(c) A signed Certificate of Insurance, satisfactory to CITY, showing compliance with the requirements of this Section shall be furnished to CITY before any services are performed under this Contract to:

CITY of Duncanville
Attn: Chief Procurement Officer
PO Box 380280
Duncanville, TX 75138
(972) 780-5058
purchasing@duncanvilletx.gov

All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least **"A" by AM Best** or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the CITY.

5. Confidential Information and Intellectual Property.

(a) Confidential Information. In the performance of this Agreement, LS&S may be exposed to information regarding the identity of Customer's patrons, Customer may be exposed to

information regarding LS&S's proprietary library management techniques, and either Party may be exposed to other written or oral information, disclosed by either Party to the other, related to either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential(collectively, "Confidential Information"). Each Party shall: (1) use the same care to protect the other Party's Confidential Information from disclosure that such Party uses to protect its own information of like importance; (2) limit duplication of Confidential Information to the extent needed to perform this Agreement; and (3) disclose Confidential Information only to employees having a need to know in connection with performance of this Agreement, and who are informed of the contents of this provision prior to disclosure. This provision shall survive termination or expiration of this Agreement; and, on such termination or expiration, each Party shall return all Confidential Information, including all copies, to the owner of such information and, if requested, shall certify in writing that all such information has been returned. Because the damage resulting from a breach of this provision would be difficult or impossible to quantify and remedy at law, in case of such breach, or the threat of such breach, the Party whose Confidential Information is threatened to be disclosed shall be entitled to injunctive or other equitable relief.

(b) Exceptions. Notwithstanding the foregoing, the provisions of Section 5(a) above, shall not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (y) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

(c) Intellectual Property. Subject to the terms and conditions of this Agreement, LS&S hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable right and license to use the Documentation, as provided by LS&S, during the term of this Agreement, solely for Customer's internal business purposes. Customer shall not use the Documentation for any purposes beyond the scope of the license granted in this Agreement. Without limiting the generality of the foregoing, Customer shall not (i) market or distribute the Documentation; (ii) make any copies of the Documentation; (iii) assign, sublicense, sell, lease, or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under the license granted in this Section 5(c); or (iv) modify the Documentation, except with prior written consent of LS&S. The Parties acknowledge and agree that if Customer modifies or improves the Documentation, all such modifications or improvements shall be considered part of the Documentation, and shall be owned by LS&S, and Customer hereby assigns to LS&S all right and title to such modifications or improvements. Other than as set forth in this paragraph, nothing in this Agreement confers

any license or right to use any trademark, service mark, copyright or other intellectual property right, whether now owned or hereafter developed, of either Party. For the purposes of this Agreement, "Documentation" means the standard user manuals, instructions and related documentation made available by LS&S to Customer.

6. Customer's Obligations.

(a) Facilities, etc. Customer shall make available to LS&S without charge, solely for LS&S's use in performing the Services, all properties, facilities, furniture, furnishings, equipment, collections, supplies, records, files and data used or useful in the operation of the Library that are in Customer's possession, custody or control as of the date hereof. Customer reserves all ownership rights in such properties and LS&S shall return such properties to Customer, ordinary wear and tear excepted, at the termination or expiration of this Agreement.

Customer is responsible for the structure, improvements, maintenance, janitorial services and janitorial supplies, repairs and property insurance at the Library building (except for damage caused by LS&S). This includes the interior and exterior of the structure, all restrooms, electrical, building systems, and the heating and air conditioning system. LS&S shall work with LS&S Staff and Customer to ensure effective building maintenance by promptly identifying and reporting problems with the facilities.

Customer is responsible for maintaining the entire Library site, including landscaping and grounds maintenance.

(b) Security. Customer is responsible for providing security services for the Library and surrounding area. Customer is responsible for the configuration and maintenance of the security cameras and associated equipment and network at the Library. Library Staff shall be responsible for reviewing security camera "video" in the event of an incident and contacting law enforcement authorities as appropriate

(c) Utilities. Customer is responsible for payment of utilities at the library facilities, including electricity, gas, water, waste disposal and recycling, telecommunications and Internet access.

(d) Technology & Telecommunications. Customer is responsible for providing, maintaining and supporting the telecommunications network, servers and computers in the Library, including periodic replacement of aged or obsolete equipment as outlined in Schedule B. Should LS&S provide any technical services to Customer, such services shall be provided pursuant to a separate agreement.

(e) Policies. Customer shall be responsible for setting all policies that govern the operations of the Library.

7. Excluded Services.

Notwithstanding any other provision of this Agreement to the contrary, the Services shall not include, LS&S shall have no responsibility for and Customer shall be fully responsible for the following:

(a) Any goods or services, including payroll, that were rendered to Customer prior to the Effective Date.

(b) Unfair labor practices, grievances, or any claims or litigation whatsoever arising out of the hiring and/or firing, layoff, subcontracting, assignment, reassignment or discipline of any Library staff not employed by LS&S at the time of the relevant incident.

(c) Any worker's compensation or other claims arising from injuries sustained prior to the Effective Date by any Library staff not employed by LS&S at the time of such injuries.

(d) Any costs of any current or future employee benefits, including payroll taxes, retirement benefits, voluntary retirement incentives, pension contributions, employee buyouts or other similar programs adopted by Customer.

(e) Any future increases in wages and salaries mandated by Federal, State or Local regulations or legislation.

8. Warranties; Disclaimers.

(a) Warranty. LS&S warrants that it will perform the Services with at least the care, diligence and expertise generally accepted in the library service industry.

(b) Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY WARRANTED IN THIS AGREEMENT, THE SERVICES AND GOODS PROVIDED BY LS&S ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND LS&S EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, CONDITION, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, WORKMANSHIP, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY LS&S ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. LS&S DOES NOT WARRANT THAT THE SERVICES OR GOODS WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. CUSTOMER ACKNOWLEDGES THAT LS&S' OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF CUSTOMER ONLY.

9. Limitation of Liability. IN NO EVENT SHALL LS&S BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY,

BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF LS&S HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE CUMULATIVE LIABILITY OF LS&S TO CUSTOMER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE LESSER OF (I) THE ACTUAL DAMAGES SUFFERED BY THE AGGRIEVED PARTY, OR (II) FIVE HUNDRED THOUSAND DOLLARS ($500,000).

10. Indemnification for Injury and Performance. LS&S hereby agrees to protect, defend and indemnify the CITY, its officers, agents, servants, and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against third party suits, actions, claims, losses, liability, or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such third party suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any grossly negligent act, error, or omission of LS&S, its officers, employees, servants, agents or subcontractor's, or anyone else under LS&S's direction and control, and arising out of, occurring in connection with, resulting from or caused by the grossly negligent performance or failure of performance of any work or services called for by this Contract, or from conditions created by the grossly negligent performance or non-performance of said work or services. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, LS&S shall be obligated to indemnify CITY as provided herein in a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

11. Conflict of Interest.

LS&S shall not, directly or indirectly, acquire any interest which will conflict in any manner or degree with the performance of its services hereunder. In this connection, LS&S, its employees and consultants shall make no political contributions to any political campaign or initiative affecting the Customer, nor should the customer make such a request of LS&S to do so.

12. Notices

Any notice regarding the performance of services under this contract shall be considered delivered using regular U.S. mail services, email, or fax to the attention of the parties listed below:

Customer
Douglas Finch, City Manager
City of Duncanville
203 E Wheatland Rd
Duncanville, TX, 75116

LS&S
Todd Frager, CEO
2600 Tower Oaks Blvd. Suite 200,
Rockville, MD 20852

douglas.finch@duncanvilletx.gov Todd.Frager@LSSLibraries.com
Office: 301-540-5100

13. Miscellaneous.

(a) Independent Contractors. The relationship of the parties is that of independent contractors, and no partnership, joint venture, agency, employment, or other relationship is intended.

(b) Assignment. Neither Party may assign this Agreement to a third party not affiliated with such Party without the prior written consent of the other Party, except that LS&S may subcontract or delegate portions of the Services; provided, however, that in no case shall Customer be liable to any party other than LS&S, or for any amount in excess of the price specified on Schedule A, plus any additional charges permitted hereunder.

(c) Nondiscrimination, etc. LS&S shall not discriminate against any employee or applicant for employment because of race, color, sex, age, ancestry, medical condition (cancer or HIV Positivity including AIDS or ARC), national origin, sexual orientation, creed, religion, age, physical or mental disability, political affiliation, citizenship or any other characteristic prohibited by State or federal law.

(d) Nonsolicitation of Employees. Customer acknowledges and agrees that the employees and consultants of LS&S who perform the Services are a valuable asset to LS&S and are difficult to replace. Accordingly, Customer agrees that, during the Term of the Agreement, and for a period of one (1) year after the termination or expiration of this Agreement, it shall not offer employment or engagement (whether as an employee, independent contractor or consultant) to any LS&S employee or consultant who performs any of the Services.

(e) Force Majeure. The CITY of Duncanville, any Customer, and LS&S shall not be responsible for performance under the Agreement should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the CITY of Duncanville. In the event of an occurrence under this Section, LS&S will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and LS&S continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. LS&S shall promptly notify the CITY of Duncanville Chief Procurement Officer by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance..

(f) Customer's Representation. Customer represents and warrants that it has all necessary legal authority to enter into and perform this Agreement and that the person executing this Agreement on its behalf is legally authorized to do so.

(g) Notices. Notices required or permitted under this Agreement shall be effective upon the third (3rd) business day after deposit in First Class mail, or the next business day after deposit with a recognized overnight courier, or upon receipt if e-mailed or faxed to the respective e-mail addresses or fax numbers, if addressed to the parties' respective addresses and marked to the attention shown on the first page of this Agreement.

(h) Law and Enforceability; Dispute Resolution.

(i) The Agreement is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All Parties shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the CITY to seek and secure injunctive relief from any competent authority as contemplated herein. If any provision of this Agreement is conclusively determined to be illegal, invalid or unenforceable, then such provision shall be severed, and the remaining provisions of this Agreement shall be so construed to carry out, as nearly as legally permitted, the intentions of the parties.

(ii) If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such a meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties; in which event the parties may proceed directly to mediation as described below.

(iii) If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the CITY and LS&S agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Dallas County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The CITY and LS&S will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

(i) Non-Publicity. City of Duncanville and LS&S agree not to disclose the existence or contents of this Contract to any third party without the prior written consent of the other party except: (a) to its advisors, attorneys or auditors who have a need to know such information, (b) as required by law or court order, (c) as required in connection with the reorganization of a party, or its

merger into any other corporation, or the sale by a party of all or substantially all of its properties or assets, or (d) as may be required in connection with the enforcement of this Contract.

(j) Non-Waiver of Rights. Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

(k) No Waiver of Sovereign Immunity. The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the CITY of Duncanville of any immunities from suit or from liability that the CITY of Duncanville may have by operation of law.

(l) Business Prohibitions and Requirements. The business prohibitions and requirements set forth in Schedule D are incorporated by reference.

(m) Survival. The provisions of Sections 5 and 9 shall survive any termination or expiration of this Agreement.

(n) Entire Agreement. This Agreement contains the entire understanding of the parties on the subject matter hereof and supersedes all prior statements and agreements on that subject. No failure or delay by either Party in enforcing any provision of this Agreement shall operate as a waiver. This Agreement may be modified or waived only in writing signed by the Party against whom such modification or waiver is sought to be enforced.

Intending to be legally bound, the parties have caused this Agreement to be executed by their duly authorized representatives.

CITY OF DUNCANVILLE	**LIBRARY SYSTEMS & SERVICES, LLC**
By: _____	By: _____
Name: _____	Todd Frager
Title: _____	CEO

Schedule A

Library Service Delivery Agreement

A. Statement of Work

Library Systems & Services, LLC. ("LS&S") will administer the operations of the City of Duncanville's ("City") Public Library facilities (collectively "Library"), including the accounting for, purchase of, and payment for payroll services and goods; services from vendors for budgeted supplies; other direct operating expenditures; Library Materials (as defined herein); and Capital Items (as defined below) sufficient to operate the Library in accordance with the policies and guidelines approved by the City and as provided for herein.

LS&S shall provide, by and through its own employees or independent contractors ("LS&S Staff" or "Library Staff"), any labor LS&S deems necessary for the operation of the Library as required to perform under this Agreement. All costs of the LS&S Staff shall be paid by LS&S and are included in the Operating Budget (as defined below).

LS&S shall have the sole and absolute right for setting Library Staff compensation and benefits. City Employees currently working at the Library ("Current Employees") may apply and interview for positions with LS&S. City and LS&S agree that the hiring of Current Employees would be in the parties' best interests in order to retain existing institutional knowledge and expertise, and aid in the swift and smooth transition of operational management for both Current Employees and the general public. LS&S shall have the sole right to hire, manage, evaluate and/or terminate the employment of the Library Staff from time to time to perform work under this Agreement.

LS&S will provide the appropriate staffing levels to keep the Library open to the public at least for fifty four (54) hours per week. The Library will follow the published City Holiday Schedule plus any other holidays agreed upon writing by the City and LS&S. In addition, the Library will be closed one mutually agreed upon day each year for staff development day and/or staff training.

The hours of operation of the Library will be as follows, unless otherwise provided herein or agreed to by the parties:

Monday – Wednesday 10:00 AM – 8:00 PM
Thursday – Saturday 10:00 AM – 6:00 PM
Sunday - Closed

B. List of Services LS&S Agrees to Perform

1. General:

   a. Administer all aspects of the day-to-day operations of the Library, in accordance with generally accepted practices and principles of the public library profession.

   b. Periodically review program development, collections, and community development involvement activities, ensuring that programming, services, and collections are in line with community needs and input.

   c. Comply with all Texas laws and regulations pertaining to public library services.

   d. Represent the City of Duncanville at relevant library meetings, including but not limited to the annual Texas Library Association State Librarians' Meeting.

2. Community Relations:

   a. Develop and maintain effective working relationships with City staff, elected City officials, the Library Board, other advisory boards if any, other appointed officials, and community groups such as the Friends of the Library. A representative from LS&S shall be present at all Library Board and Friends of the Library meetings and should be present at City Council meetings on a routine basis and as requested.

   b. Utilize and potentially expand upon the existing marketing plan to promote all Library services to the residents of the City; effectively disseminate information; and promote use of the Library, resources, and services.

   c. Work cooperatively with Library support groups to coordinate Library-marketing efforts.

   d. Prepare, coordinate and disseminate relevant website and social media news releases following established standards and guidelines for professional appearance.

3. Fiscal Responsibility:

   a. Be responsible for the proper administration of the overall Library budget, of which the contracted services are a part. The City will provide the detailed annual budget for the current fiscal year that corresponds to the approved FY24-25 budget attached as Exhibit H. This will serve as the "Base Budget." LS&S is authorized to spend funds for the purpose of fulfilling this contract. City staff will provide LS&S with the approved budget on or before October first (1st) of each year.

   b. Be the City's principal liaison with the Texas State Library with respect to library statistical reporting and funding matters.

   c. Collect and account for fines and fees, and remit same to the City. All revenues resulting from Library operations and programs, including rents charged if any, shall belong to the City.

   d. Follow the City's prescribed financial reporting procedures related to but not limited to the following:

- Follow and provide any necessary documents pertaining to delinquent library patron accounts to the City
- Collection and deposit of room rental fees
- Collection and deposit of printer and copier fees
- Collection and deposit of fines, fees, and donations

e. All Library Staff responsible for handling cash receipts shall be trained in and adhere to City cash handling procedures.

f. Review all aspects of Library operation and service for efficiency and cost effectiveness, while making recommendations for changes as appropriate.

g. Continue to seek innovative means of adding value to the City at little or no additional cost, including the research of, and application for, grants. Grants must be submitted to the City's Grant Committee prior to application.

h. Make recommendations to the City on fine and fee schedules, and investigate and recommend supplemental revenue sources.

4. Management and Reporting:

a. Prepare and provide quarterly reports to the City and/or Library Board, describing Library activities and recommending changes in policies, procedures, and operations as necessary and appropriate.

b. Prepare and provide monthly statistical reports to the City and Library Board on Library activities. Prepare and provide a comprehensive report relating to Library services annually. These reports will be received by the City Manager or his/her designee and the Library Board.

c. LS&S shall identify a City Librarian who shall communicate with the City Manager or his/her designee and the Library Board on all matters relating to the Library. City Librarian will also serve as Library staff liaison to the Library Board, Friends of the Library and/or other Library support groups.

5. Staff Development and Coaching:

a. Provide orientation, training, and professional development of all Library Staff including, but not limited to, a staff development day each year.

b. Provide leadership and guidance to maximize Library Staff effectiveness in Library operations.

c. LS&S will provide harassment, discrimination, and retaliation training to all supervisory employees at a minimum of every two years or as otherwise required by law.

6. Public Services:

a. Provide prompt, friendly, and accurate assistance in the use of all Library services.

b. Provide prompt and accurate circulation, information, and reference services.

c. Provide requested material promptly.

d. Mirror and emulate the Duncanville Public Library's Mission, Vision and Values Statements.

e. Mirror and emulate a dress code policy for Library Staff similar to that of the City.

f. Comply with established City processes and protocols for Library volunteers, including required background checks. The City will determine the annual budget for background checks. LS&S will bill the costs of background checks for any volunteers that are not screened by the City directly.

g. Comply with all federal, state and local laws of any kind.

7. Circulating and Reference Materials:

a. In conjunction with adhering to the Collection Development Policy approved by the City, establish a Collection Development Plan ("Collection Plan") which identifies a comprehensive set of procedures to guide the retention of existing materials and selection of new materials to be consistent with local community needs and best library practices. This Collection Plan should outline a schedule for regular, ongoing weeding of the collection, how analytics will be used to determine budget allocations.

b. Review the Collection Plan on a regular basis to ensure it continues to reflect community needs. Written recommendations for any Collection Plan updates will be made with deference to local input with final decisions on any updates reasonably made by the City.

c. Provide in-depth collection development and management including a comprehensive analysis of the age; usage; relationship of print, non-print, and electronic resources; and imbalances in various areas utilizing evidenced based selection tools to allocate the materials budget.

d. Provide ongoing and systematic evaluation and refresh of existing materials, and recommend longer term collection growth in relation to the City's financial resources.

8. Inter-Library Loan Program:

a. To the extent this cost previously exists in the base budget; Maintain membership in library cooperative program with the cities of Cedar Hill, DeSoto, and Lancaster.

9. Programming:

a. Provide high-quality, effective educational, recreational, and cultural programs of interest to all age groups present in the community.

b. All programs currently in place will continue and be analyzed with recommendations provided for the long-range plan documents (Strategic Plan) and information on new program additions will be provided, in writing, to the City Manager or his/her designee. The City has the right to discontinue any of the current programs. The City Manager or his/her designee has the right to discontinue any of the current programs if funding is unavailable. To the extent the City Manager choose to continue the current programs during the Agreement term, LS&S agrees to provide the existing programming/events as of the execution date of this contract.

c. Conduct regular outreach efforts including visits to school classrooms, attend back-to-school nights, and present at meetings of community groups, school media tech meetings, service clubs, and other local organizations, in addition to hosting tours of the Library, to promote the

services, resources, and value of the Library. Partner with City departments to participate in City-sponsored community events.

d. Ensure that all non-City program providers are properly permitted and insured and appropriate waivers have been executed by all participants in conformance with established City policy.

10. Facilities and Equipment:

a. Work with City officials to ensure effective building maintenance by promptly identifying and reporting problems with the facility.

11. Systems:

a. IT support is provided through shared services and is the responsibility of the City. LS&S will be responsible for supporting the City IT Department and the City Library's Integrated Library System ("ILS") required to effectively operate the Library. The pricing schedule provided for in this Agreement includes an adequate number of ILS seat licenses to effectively operate the Library. If any new branch libraries or outlets are added in the future, the costs for the additional ILS seat licenses required to support those locations are not included in the pricing schedule. Additional licenses will be the responsibility of the City. Established procedures shall be followed and expanded upon for regular maintenance of the ILS, including but not limited to software upgrades recommended by the vendor, regular weeding of inactive accounts based on 5 years on inactivity, removal of inactive email addresses, and regular clean-up of bibliographic records.

b. Be responsible for supporting the City's IT acquisition and maintenance of any servers/hardware required for the ILS.

c. Be responsible for coordinating with the City IT on any contingency plans or alternative solutions for planned or unplanned circumstances when the ILS is unavailable.

d. Be responsible for reporting system outages and problems proactively via the use of the vendor's Support Portal and the City's IT Helpdesk system.

e. Advise the City as to recommendations in the area of automation that would enhance service and/or decrease overall operating costs. Technology professionals from LS&S will meet with technology professionals from the City on an annual basis to discuss new technologies and opportunities to streamline library operations.

f. Any equipment purchased by and belonging to LS&S and used for Library purposes must be asset tagged. It is the responsibility of LS&S to label any of its equipment accordingly. Any unlabeled equipment shall remain with the City

g. The use of City-supplied computer equipment and software as well as internet and e-mail use requires the appropriate, efficient, ethical, and legal utilization of City computer hardware and network resources. The use of computer hardware and network resources must support the City's objectives and be consistent with their missions.

12. Planning and Performance Monitoring:

a. Work in partnership with the City and Library Board on positioning the Library for the future by assisting all stakeholders in Space and Service Planning for the existing facility in order to optimize and expand the Library's capacity for collections, programs and related services.

LS&S will prepare, at no additional expense to City, a comprehensive Needs Assessment and will reach out and work with all local stakeholders to provide community outreach and education efforts for a public funding initiative. LS&S will establish short- and long-term goals and objectives, to be approved by the City reflecting a course of action that continually improves Library service, and administrative procedures and policies that meet the changing requirements of the Library.

b. LS&S will develop and implement a written Strategic Plan ("Strategic Plan") for the Library, in cooperation with the City, elected and appointed local officials, including the Library Board, community stakeholders, and the Library Staff. Using current professional standards and practice, the Strategic Plan will include, but not be limited to, a service needs assessment of Duncanville residents (sampling all demographic and geographic segments of the community), a five (5) year forecast of Library maintenance and growth, Library refurbishment plan and/or potential space planning alternatives, Library programming enhancements and/or additions to be phased in as recommended, and a comprehensive identification of recommended technology and library material needs. Also included within the Strategic Plan should be staffing resource requirements and budgetary analysis for each item addressed in the plan. The plan shall identify challenges and opportunities for the Library Staff and corresponding strategic responses, including specific, measurable goals and objectives. The Strategic Plan will be developed at least 180 days after the date of commencement of Agreement services provided in the Notice to Proceed and will be updated each year this Agreement is in effect within 30 days prior to the expiration of any current Strategic Plan. This Strategic Plan, when approved by the City, will help govern the direction and focus of the fulfillment of the mission of providing effective and efficient Library service to meet the personal, professional, and lifelong learning needs of the citizens served by the Library.

c. As part of the development of the Strategic Plan, City, the Library Board, and LS&S shall work cooperatively to develop core Library performance measurements.

C. Excluded Services.

LS&S shall have no responsibility for administration, purchase or payment of, or any liability or duty to defend claims for:

1. Any Capital Items, which shall mean any capital acquisitions, improvements or replacements of any of the properties, facilities, equipment, furniture, furnishings, fixtures or leasehold improvements of the Library, except that such Capital Items proposed by LS&S for its benefit shall be approved by Customer and paid for by LS&S.

2. Any amount of costs for unbudgeted repairs, maintenance, and/or upkeep of Capital Items owned by the City.

3. Any patron accommodations or structural improvements regarding the Library facilities required by the Americans with Disabilities Act (ADA) or any similar federal, state, or local regulations.

4. The City will be responsible for major facility projects and upgrades concerning Library buildings, grounds, building systems, landscaping, HVAC, lighting, telecommunications, Internet access, and will be responsible for any capital improvements at Library facilities.

5. The City will be responsible for providing routine maintenance, including landscaping, phone, waste removal, recycling, pest control, fire extinguishers, and alarms in Library facilities. This includes the interior and exterior of the structure, all restrooms, electrical, building systems, and the heating and air conditioning system. LS&S shall work with Library Staff, the Library Board

and City to ensure effective building maintenance by promptly identifying and reporting problems with the facilities.

6. City will be responsible for insuring the Library property, facilities, fixtures, and furnishing against all perils and risk of loss.

7. City is responsible for providing any security services and equipment for the Library and surrounding areas as may be desired by City. City is responsible for the configuration and maintenance of the security cameras and associated equipment and network at the Library.

8. The City will provide and, when necessary, replace, all necessary software, hardware and related peripherals, for use by Library Staff for Library operations only and for the service of the general public including periodic replacement of aged or obsolete equipment. City will provide day-to-day maintenance and servicing of said software, hardware, and related peripherals. The City will provide, maintain, and service computer networks and the telephone system/network and equipment. City will maintain valid and current licensing and maintenance on all equipment and systems.

9. Printers and Copiers. Customer is responsible for the support of all Customer provided printers and copiers. The Customer shall be responsible for the paper, toner, maintenance and repair costs of all printers and copiers.

10. Any increases in the minimum wage mandated by federal, state or local governments following the Effective Date are not included in the above compensation schedule and Customer will be responsible for reimbursing LS&S for such increases. The Parties acknowledge and agree that the minimum wage rates specified in Schedule C shall apply as of the Effective Date.

11. City will be responsible for any goods or services, including payroll, that were rendered to the City prior to the Effective Date.

12. City will be responsible for alleged unfair labor practices, grievances, or any claims or litigation whatsoever arising out of the hiring and/or firing, layoff, subcontracting, assignment, reassignment or discipline of any Library staff not employed by LS&S at the time of the relevant incident.

13. City will be responsible for any worker's compensation or other claims arising from injuries sustained prior to the Effective Date by any Library staff not employed by LS&S at the time of such injuries.

14. City will be responsible for any costs of any current or future employee benefits, including payroll taxes, retirement benefits, voluntary retirement incentives, pension contributions, employee buyouts or other similar programs adopted by City.

D. Library Materials and Materials Handling Fee

LS&S will provide high quality materials on a wide variety of subjects in varied formats for all age groups with a focus on demand driven collection, and according to the established Collection Development Policy. The responsibility for the Library Collection Development Policy will remain with the City, and all Library Materials selection and management will be the responsibility of LS&S. LS&S will negotiate favorable discounts and prices for the purchase of library materials in all formats. LS&S uses a centralized Collection Management Team (CMT) comprised of experts with decades of collection management experience and specialty knowledge combined with

insights LS&S proprietary comprehensive collection analytics platform (LibraryIQ). The CMT ensures significant efficiencies, cost savings, expedited materials and enhanced performance through strong back-office processes and vendor relationship management.

LS&S Collection Management services (collectively, "Library Materials") include:

- Acquisition, Cataloging and Processing
- Selection
- Inventory and Weeding
- LibraryIQ Platform

LS&S will place orders with the suppliers and perform the accounting functions related to those orders, including prompt payment of the invoices. LS&S's Collection Management fee is variable and based on a percentage of the City's total collection budget. LS&S shall include a fee of ten percent (10.0%) of the cost of the Library Materials ordered (" Materials Service Fee"). This service fee is charged on all-Library Materials, regardless of the format of content.

E. Operating Budget and Charges

Period	Charges ("Operating Budget")		
	Annualized	Monthly	* Materials
February 28, 2025 to September 30, 2025	$930,316	$77,527	$100,000
October 1, 2025 to September 30, 2026	$962,877	$80,240	$103,000
October 1, 2026 to September 30, 2027	$996,577	$83,048	$106,090
October 1, 2027 to September 30, 2028	$1,031,457	$85,955	$109,273
October 1, 2028 to September 30, 2029	$1,067,558	$88,963	$112,551
October 1, 2029 to September 30, 2030	$1,104,923	$92,077	$115,927

* Total cost of Library Materials is not included in the Operating Budget and shall include the Materials Handling Fee. After the first year, funding for Books and Materials shall be determined by the Customer annually. The above amounts reflect the minimum that LS&S recommends the Customer budget for Books and Materials. Expenditures for Books and Materials will be invoiced monthly as incurred and will include LS&S's Material Handling Fee.

Prior to three (3) months before the end of the last Period to which the amount of Charges have been agreed upon, the Parties shall begin to negotiate in good faith the amount of Charges that will apply to the next Period. If the Parties have not reached such agreement thirty (30) days before the end of such Period, then the new charge shall be equal to the Charge for the last month of such Period multiplied by twelve (12) or the number of Remaining Months, whichever is less, plus the percentage increase in the Employment Cost Index (ECI) in the immediately preceding twelve (12) month for the census region of the country in which the Library is located, or 4%, whichever is greater.

City employs the following four (4) individuals on a full time basis and will retain such employees on City's payroll, but such employees will work on the capacity of subcontractors for LS&S (each,

a "Subcontracted Employee") from the Effective Date until the date specified below for each Subcontracted Employee, under the supervision and direction of LS&S. While such Subcontracted Employees are engaged as subcontractors by LS&S, the Charges due to LS&S shall be credited in the amount specified for each Subcontracted Employee (i.e., the Charges will be reduced by the amounts specified below). City shall remain responsible and liable for all payroll and benefits for each Subcontracted Employee.

Subcontracted Employee	**Subcontract End Date**	**Charge Reduction Amount**
		$
		$
		$
		$

Schedule A-1

Consulting Engagement-Interim Director/Contract Employee Term

- LS&S shall furnish to customer an Interim Library Director, while conducting a national search for a Library Director. Upon the identification and approval of the customer of a suitable candidate for the Library Director role.
- The following initial temporary employee assignment term is established between Customer and LS&S: Four (4) weeks, commencing on the contract employees first day of assignment.
- This SOW will automatically renew for successive renewal contract employee terms of one week (7) days unless either Party notifies the other in writing at least seven (7) calendar days prior to the end of the current temporary employee term that this SOW shall not renew.

Other Terms

- LS&S reserves the right to replace with reasonable promptness the individual who shall serve as the Interim Director.
- LS&S will undertake a national marketing and search to seek the best candidates for the Customer. The Customer agrees to refer and forward all candidates it receives from any source to LS&S for consideration for this role. LS&S will process all referred candidates through the process in consideration for the role.
- Customer reserves the right to interview and approve the Library Director prior to LS&S extending an offer of employment on behalf of the Customer, provided that the Customer interviews are conducted in a timely manner, scheduled through LS&S and approval is not delayed.
- LS&S shall furnish an "Interim Library Director", on a temporary basis, until such time a candidate provided by LS&S has been selected and begins work under the terms of this agreement as the Library Director. The Interim Director shall begin work on a mutually agreeable date, which is currently projected to be on or around February 4, 2025.

Payment Schedule:

Interim Library Director

- For the services of the Interim Library Director furnished by LS&S: A fixed rate of Three Thousand One Hundred Twenty-Five dollars $3,125 per week will be billed by LS&S to Customer monthly, with all invoices due within thirty (30) days of receipt.
- Interim Library Director's travel or expenses will be directly reimbursed by LS&S.

Permanent Director Placement Fee

- LS&S will receive 25% of the hired library director's first-year gross annual salary, including bonuses if applicable. The fee becomes payable upon the candidate’s acceptance of an offer of employment with the Customer.

- Interim Directors and the placement of the permanent Director are covered by the operating budget and charges as listed in Schedule A, Section E. The Customer payments for the Interim Director will cease and the Director placement fee will be waived upon the start of the monthly payments for the operating budget and charges.

Schedule B
Technology Support Services

Section 1: Purpose

The purpose of this Schedule B is to set forth additional terms of the Agreement regarding the responsibilities of the Customer, acting through its Information Services Department and LS&S, acting through its employees assigned to operate the Library

Section 2: Definitions

The words and phrases used in this Schedule B shall have the same meaning as provided in the Agreement and/or Schedule A to the Agreement. In addition, the following words, phrases, and abbreviations shall have the following meanings:

"ILS" means Integrated Library System.

"IS Department" means Customer's Information Services Department.

"IS Director" means Customer Director of Information Services or designee.

"Library Director" means LS&S's employee serving in the position of Director of the Library.

"Library Staff" means LS&S's employees, including the Library Director, assigned by LS&S to perform the on-site services provided by LS&S to Customer pursuant to this Agreement.

"PC" is the abbreviation used for "personal computer."

"UPS" is the abbreviation for "uninterruptible power supply", which is a device that provides battery backup when the electrical power fails or drops to an unacceptable voltage level.

Section 3: Scope and Responsibilities

A. **Administration and Management**

(1) *Technology Coordination.* The IS Director will meet with the Library Director and LS&S Technology Representative approximately every six months, at a mutually agreeable date and time, to discuss technology needs, upcoming initiatives and any service or support concerns relating to Library operations.

(2) *Technology Procurements*. Customer shall be responsible for establishing the appropriate standards and providing update or refreshment schedules for Customer provided hardware and software. Any non-standard hardware or software request must be justified and approved by the IS Director. Customer shall be responsible for purchasing and replacing all Customer-provided computing hardware and associated peripherals, including desktop PC's, laptops, monitors, mice, keyboards, printers, copiers, fax machines, scanners, etc.

(3) *Vendor service agreements and contracts.* Customer shall be responsible for and will enter into and maintain applicable service agreements or support contracts on Customer-provided computer equipment. The Customer will be responsible for maintain equipment is good working order at all times. Licensing will be appropriate and valid for the Library systems and software. Maintenance agreements and software support agreements will be kept current and accessible for support requirements.

(4) *Technology planning and budgeting.* Library Staff and LS&S IT shall be responsible for preparing a written annual Technology Plan that defines the needs and technology solutions to meet those needs. Library shall solicit and receive comments and suggestions from Customer staff and other interested parties identified by the Customer in defining existing problems, necessary changes, and/or desired enhancements to technology services at the Library. LS&S, through the Library Director and LS&S IT, and Customer, through the IS Director, shall work together to review and define the Library's technology needs for purposes of long range planning, development of mid-year and fiscal year budgets and inclusion in the annually updated Technology Plan.

(5) *Equipment inventory and lifecycle management*. The Customer IS Department shall be responsible for maintaining and updating inventories of Customer-owned technology assets, including the software loaded on all Customer-owned computers. The IS Department shall be responsible for picking up and properly preparing Customer-owned equipment for disposal, including a process for ensuring that all data is removed from the equipment. The IS Department will update the inventory and provide inventory revisions to the Library Director upon request.

(6) *Audit and Review of Third-Party Network Connections.* Any third-party systems or connections into the Customer's computer network must be pre-approved and will be subject to initial and periodic security review by the Customer. Any required corrective actions are to be implemented immediately, and closure is to be confirmed by the IS Director.

(7) *Internet content filtering management.* Customer shall be responsible for:

(a) Administering and monitoring the Internet Filter that serves the Library patron computers; and

(b) Providing annual support and maintenance costs associated with the filtering software for public terminals.

Library computers will be filtered for protection against Web-based threats, such as: malware, spyware, malicious sites, botnets and key loggers.

(8) *Library website and URL namespace.* LS&S shall be responsible for the setup and maintenance of the Library's content on the Library's web portal. Customer will maintain the annual renewal for the Library's URL namespace. The Customer shall be responsible for hosting the library website in accordance with service levels outlined below.

(9) *Support Requests.* Incidents or requests for support should be reported to the Customer IS Department Help Desk. The Customer is responsible for providing the necessary contact information, including a phone number, access to a ticketing portal, and an email address, where tickets can be submitted and where ongoing communication and follow-up can take place.

If the incident is urgent, users should call the Help Desk, rather than using the support portal or emailing. IS Department support hours being 8:00 A.M. to 6:00 P.M. Monday through Thursday and 8:00 A.M. to 5:00 P.M. on Friday central time (except on Customer holidays). For urgent issues and outages, Library Staff may request IS Department emergency support outside of the standard support hours.

(10) *Compliance with IT Department policies and procedures.* LS&S employees using Customer-provided computing technology and equipment will be expected to adhere to all Customer technology usage policies, requirements and standards.

(11) *Customer-provided user and email accounts.* The IS Department shall be responsible for creation and maintenance of all Customer domain user accounts and Customer e-mail accounts. The Library Director shall inform the IS Director as soon as possible after any staff terminations so that user access to core information technology resources can be revoked in a timely manner. To the extent feasible, the Library Director shall inform the IS Director in advance of any employment termination date of a Library Staff employee if there is reason to believe the employee whose separation from employment may result in a risk to the condition or security of the hardware, software, or data to which said employee has access. The Customer will make appropriate allowances for LS&S employees access to LS&S business systems such as Email, HQ, Timesheets, etc. for the purposes of conducting normal LS&S business operations. This may include the requirement to install non-Customer software or modify software to accommodate the normal operation.

(12) *Inventory Lists; Support Matrix*. IS Department staff and Library Staff and LS&S IT shall coordinate and cooperate in the preparation and maintenance of an inventory list of the hardware, installed software, and other computing technology equipment located in or assigned for use as part of Library operations. The inventory shall set forth the owner or provider of the hardware, software or equipment. IS Department staff and Library Staff shall also coordinate and cooperate with respect to development of a support matrix relating to the above inventory setting forth the party responsible for obtaining and/or providing support relative to the hardware, software, and/or equipment shown on the inventory. The initial inventory of installed software subject to this Paragraph (12) is agreed to be as set forth in Exhibit 1 to this Schedule B.

B. <u>Customer Facility</u>

(1) *Security cameras.* Customer is responsible for the configuration and maintenance of the security cameras and associated equipment and network at the Library. Library Staff shall be responsible for reviewing security camera "video" in the event of an incident and contacting law enforcement authorities as appropriate.

(2) *Technology equipment rooms*. The Customer IS Department is responsible for coordinating and working with Customer's Facilities Management Department to maintain power, UPS, air conditioning, environmental monitoring of the functioning equipment rooms.

(3) *Audio visual equipment.* Customer is responsible for providing maintenance and support for all new and existing audio/video, systems in use at the library. Support includes: projector lamps, supplies, parts, repairs, preventative maintenance and any necessary adjustments. LS&S shall be responsible for failures caused by improper operation, cleaning or maintenance; accidents, damage, misuse or abuse caused by a LS&S employee. The Customer will be responsible for providing appropriate documentation and training on the proper usage of the equipment.

C. <u>Library Automation System (Polaris)</u>

The Customer currently subscribes to Koha Integrated Library System (ILS). LS&S currently maintains Polaris on its Customers sites. **Should the Customer choose to migrate** to Polaris (ILS), the migration expense is not included in the current operating expenses. LS&S will be responsible for providing

and supporting the Customer's current (ILS), as well as other automation systems required for effective operation of the Library. LS&S shall be responsible for acquisition, licensing and maintenance of any service/hardware required for the Polaris automation systems.

D. Desktop Computing

(1) *General.* All Customer-owned desktops and laptops will have antivirus and desktop management agents installed, where applicable. Only software provided by or approved by the Customer shall be loaded on Customer-owned computers. IS Department staff will not be required to install any additional software provided by LS&S without proof of purchase or a copy of the license agreement. Any computer, server or network hardware provided by LS&S or any third-party must be pre-approved by the IS Department and must adhere to Customer standards before being connected to Customer-owned computer hardware or the Customer's data network. Library Staff shall be responsible for ensuring that all Customer-owned equipment is well maintained, operated in accordance with the manufacturer's instructions and the Customer's direction. LS&S shall be responsible for failures caused by improper operation, cleaning or maintenance; accidents, damage, misuse or abuse caused by a LS&S employee

(2) *Staff computers.* The Customer IS Department is responsible for the support of all Customer-provided computers which are designated for use by Library staff in performing their job functions. Support includes: installation of hardware and software, configuration, installation of operating system patches and updates, and troubleshooting of hardware, software or network connectivity problems. IS Department staff will provide assistance with supported applications which shall include: installation and updating of software; troubleshooting of common problems; and help with basic usage. IS Department staff will help users perform their job functions using computer technology but will not perform those functions for them. For example, IS Department will not create documents or design databases or web pages for users.

(3) *Patron computers.* Customer Staff is responsible for the support of all Customer provided computers which are designated for use by library patrons which shall include operating system patches and updates; the troubleshooting of hardware, software or network connectivity problems. IS Department staff will work in conjunction with Library Staff and LS&S IT to troubleshoot and resolve any connectivity issues that may be associated with the Customer-provided data network.

(4) *Other LS&S owned and provided hardware/software*. Library Staff shall be responsible for the support and maintenance of all LS&S-owned or provided hardware and/or software.

E. Server Hardware and Operating Systems

(1) *Customer provided Servers.* The Customer IS Department is responsible for the support of all Customer-provided servers which are housed at the Library or designated for use by Library Staff or patrons, which shall include: installation, configuration, installation of operating system patches and updates and the troubleshooting of hardware, software or network connectivity problems. Library Staff shall be responsible for the licensing, administration and maintenance of the business applications running on this hardware.

(2) *LS&S provided Servers.* LS&S shall be responsible for acquisition; licensing and maintenance of any LS&S-provided computing system or service. Any computer, servers or network hardware provided by LS&S or any third-party must be pre-approved by the IS

Director and adhere to Customer standards before being connected to Customer-owned computer hardware or the Customer's data network.

F. Telephony, Network, Internet, and Printers

(1) *Customer network connectivity (to facility and to staff).* The Customer IS Department is responsible for the maintenance and operation of all Customer-provided network equipment, including the configuration, support and maintenance of all routers, switches, firewalls and associated Ethernet and fiber connectivity.

(2) *Wireless network connectivity.* The Customer IS Department is responsible for the maintenance and operation of all Customer-provided wireless network equipment, including the configuration, support and maintenance of wireless access points and associated routers, firewalls and cabling.

(3) *Customer internet connectivity.* The Customer IS Department is responsible for the maintenance and operation of Customer-provided internet connectivity, including: modems, routers, switches and associated cabling. As of the Effective Date, Customer provides internet connectivity for the use of library patrons and Library Staff computers.

(4) *Telephone system.* The Customer IS Department is responsible for the maintenance and operation of all Customer provided voice communications equipment at the Library, including: VoIP/PBX equipment, handsets and associated cabling.

(5) *Printers and Copiers.* Customer Staff is responsible for the support of all Customer provided printers and copiers which are designated for use by library patrons. The Customer shall be responsible for the paper, toner, maintenance and repair costs of all printers and copiers for use by library patrons.

Exhibit 1 to Schedule B

Software used in Library:

Software	**Operational Responsibility**	**Financial Responsibility**
Koha	LS&S	LS&S
Deep Freeze on Enterprise Server	LS&S w/Customer IT support	Customer
Antivirus	Customer	Customer
Windows	LS&S w/Customer IT support	Customer
MS Office	LS&S w/Customer IT support	Customer

Exhibit 2 to Schedule B

Service Level Agreements

This section is reserved for guidelines on measurable service level objectives. The intent of service level definition is to understand the expectations for key library and technology services and mechanisms for measurement.

Technology Metrics

The metrics identified are critical to the reliable service delivery and operations of a library.

Measurement

- Response to Troubles or Trouble Tickets – Response to priority 1 issues will be 4 hours after notification. Once issues are acknowledged, the responsible party will act appropriately to resolve the issue. Priority 1 issues will receive the highest response and activity until resolved or downgraded. Responses to lower priority items will be based on acknowledge and assignment of action within a time that is appropriate to the condition or impact.
- Wi-Fi and Circuit Availability – access to communications is critical to normal operations of a library. Patron access to reliable communications is to be maintained at or above 98% availability during normal business/library hours.
- Wi-Fi and Circuit Throughput and bandwidth – Libraries provide a necessary public service to patron and staff via wireless and internet communications. It is expected that these services be monitored and measured to ensure patrons are not experiencing consistent delays and packet latency. As a benchmark, latency to the internet should be under 30 ms Round Trip delay as measured to the nearest server on a public network. Upload and Download speeds will be appropriate to the size of the library community and will be monitored and adjusted as needed.
- Patron Computers and Printers – access to patron computers, printers, and copies are to be maintained to 98 % availability. Patron computers are to be protected by anti-spam and anti-virus and locked down in such a manner as to allow for normal user interaction without allowing installation and modification.
- Staff Computers – access to LS&S library management systems is critical to the operations of a library. While staff systems have “off line” modes available with limited function, it is expected that all staff computers be maintained and provided at 99% availability. This availability is slightly higher than patron systems due to its role in the library. Updates to operating system are to be reviewed and applied routinely or minimally quarterly.
- Web Systems Availability – access to the library web site will be maintained to 98% availability.
- Security – systems integrity will be protected by firewalls, policies, and physical controls maintained by the Customer. Filters and changes to virus definitions are to be maintained and updated within 72 hours of release. Critical server updates are to be applied as per vendors release schedule.

Definitions

- Priority 1 issue is an out of service condition that impacts library operations and patron activity.
- Priority 2 issues are an equipment or process failure that is limited in scope or impact. Priority 2 issues can be a single system or process being out of service or impaired. Priority 2 impacts are limited as to scope and service delivery.
- Priority 3 issues are minor in scope or limited in span and impact. This can also include items that require order or installation.
- Notification – call, email, text, trouble ticket generation, or conversation indicating an issue.
- Response – initial notification and confirmation of an issue.
- Resolution – Ticket closure with satisfactory return to normal operations.

Schedule C
Minimum Wage Rates

Texas' state minimum wage rate is $7.25 per hour. This is the same as the current Federal Minimum Wage rate. The minimum wage applies to most employees in Texas, with limited exceptions including tipped employees, some student workers, and other exempt occupations.

Schedule D
Business Prohibitions and Requirements

A. Prohibition on Contracts with Companies Boycott of Israel

By executing this contract, LS&S verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

B. Transactions with an Abortion Provider or Affiliate

LS&S certifies that it is not an abortion provider nor an affiliate of such a provider as noted in Texas SB 22, codified in Texas Government Code Chapter 2272, and effective September 1, 2019. If this provision is violated by LS&S, Agreement and/or taxpayer resource transaction is voidable by CITY and Offeror agrees to defend and indemnify CITY against any action brought by the Office of the Attorney General for a violation of Section 2272.003. https://www.texasattorneygeneral.gov/abortion-provider-affiliate-transactions-prohibited#:~:text=Except%20as%20otherwise%20specified%20in,affiliate%20of%20an%20abortion%20provider.

C. Prohibition against doing business with Foreign Terrorist Organizations

By executing this contract, LS&S verifies that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies.

D. Discrimination Against Firearm & Ammunition Industries

Vendor certifies and verifies that (1)neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 2274.For purposes of this Agreement, the term ""Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.

E. Boycotting of Energy Companies

Vendor certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Agreement, the term "boycott energy company" shall have the meaning defined in the Texas Government Code Chapter 80.

F. Certificate of Interested Parties Electronic Filing (See Exhibit C)

No officer, employee, independent consultant, or elected official of the CITY who is involved in the development, evaluation, or decision-making process of the performance of any solicitation or contract shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation or proposal. Any violation of this provision, with the knowledge, expressed or implied, of LS&S shall render the Contract voidable by the CITY. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY of Duncanville may not enter into this contract unless LS&S submits a disclosure of interested parties (Form 1295) to the CITY at the time LS&S submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. LS&S will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908. https://www.ethics.state.tx.us/filinginfo/1295/

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

G. Federal Work Authorization Affidavit and Employment Verification

The lmmigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice Form I-9. LS&S warrants that LS&S is in compliance with IRCA during the term of this contract with the CITY. LS&S warrants that LS&S has included or will include a similar provision in all written contracts with any Subcontractor(s) engaged to perform services under this Contract. LS&S performs services for the CITY as a result of this Agreement and compensation for services may exceed the minimum set forth in Texas Government Code Section 2269.002, as amended from time to time. Pursuant to Texas Government Code Section 2269.002, for as long as this Agreement remains in effect, LS&S will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees ("E-Verify"). LS&S shall complete and execute the Service Provider E-Verify Compliance Affidavit attached as **Exhibit D** to this Agreement, or a similar affidavit that meets the requirements of the law.

If LS&S subcontracts any services described in this Agreement, LS&S shall require the subcontractor to attest to its compliance with Texas Government Code Section 2269.002, as amended from time to time, and complete and execute the Subcontractor to a Service Provider E-Verify Compliance Affidavit attached as **Exhibit D.1** or a similar subcontractor affidavit that meets the requirements of the law. LS&S shall maintain any completed affidavit and make a copy of it available to the CITY upon request. LS&S shall ensure that any subcontractor E-Verify affidavit becomes a part of its agreement with the subcontractor.

H. Byrd Anti-Lobbying Act Requirements

LS&S hereby certifies, for contracts exceeding $100,000, that no federal appropriated

funds from this contract shall be used to pay any person or organization for influencing or attempting to influence an officer, or employee of any Local, State, or Federal agency, or a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, loan, grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement, or any other award cover by 31 U.S.C. 1352.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit **Standard Form-XXX, "Disclosure Form to Report Lobbying**," in accordance with its instructions.

I. Clean Air Act Requirements

In accordance with the provisions of the Federal Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended, for contracts in excess of $150,000, LS&S certifies that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

J. Solid Waste Disposal Act

In the performance of this contract, LS&S shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule, meeting contract performance requirements; or at a reasonable price. LS&S also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

K. Claims

If any claim, demand, suit, or other action is asserted against LS&S which arises under or concerns the Contract, or which could have a material adverse effect on LS&S's ability to perform thereunder, LS&S shall give written notice thereof to the CITY within ten (10) calendar days after receipt of notice by LS&S. Such notice to the CITY shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the Duncanville Chief Procurement Officer. Personal delivery to the CITY is defined in the Notices section.

L. Compliance with the Copeland Anti-Kickback Act

LS&S shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

M. Prohibition on Contracting for Covered Telecommunications Equipment or Services

LS&S shall comply with Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 which prohibits the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Provided Technology is procured through this Contract, LS&S shall be required to complete and submit Federal Form NDAA-899.

N. SAM.gov Registration.

LS&S must have an active registration with the System for Award Management (www.SAM.gov) AND have been cleared (not suspended or debarred). Provide proof of SAM.gov registration along with your submission of SAM.gov registration must be submitted to the City of Duncanville Chief Procurement Officer.

O. Historically Underutilized Business Requirements

If the awarded LS&S is a prime contractor and is permitted by the City to use subcontractors, the following affirmative steps are required of the prime contractor:

Placing qualified small and minority businesses and women's business enterprises on

- solicitation lists.
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, and the State of Texas Historically Underutilized Businesses Program.
- **If you need assistance, you can contact the local MBDA Center in the DFW Area or choose the one closest to your community. Please use the following link: https://www.mbda.gov/mbda-programs.**

P. Pass Down Language Requirement

Provided LS&S utilizes any subcontractors in performing this contract, LS&S shall require the subcontractor to adhere to and comply with the terms and conditions of this Contract by incorporating such into a written contract between LS&S and the subcontractor.

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Exhibit A – Conflict of Interest Form

NOTICE TO VENDORS AND INSTRUCTIONS FOR CONFLICT-OF-INTEREST QUESTIONNAIRE

H.B. 914, passed during the 2005 Texas legislative session, became effective on January 1, 2006. The bill enacts Local Government Code Chapter 176. That bill requires a vendor that wishes to conduct business or be considered for business with the City of Duncanville to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict-of-interest questionnaire (FORM CIQ).

Section 176.006 requires disclosing a person's "affiliations or business relationships that might cause a conflict of interest." The term "affiliation" is not defined in Chap. 176. However, the general definition of "affiliation" would mean any association or connection. So any affiliation, including friendship, membership in some group or organization, residence in the same neighborhood, relationship by blood or marriage, or any other connection, must be disclosed.

How to fill out the Conflict-of-Interest Questionnaire form:

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person (you) trying to do business with the City of Duncanville. If the business is a corporation, partnership, etc., then each person who acts as an agent for the business in dealings with the City of Duncanville must complete this form.

2. Check box if the form is an update to a form previously completed. Updates are required by law by September 1 of each year in which the person submits a proposal, bid or response to the City of Duncanville or begins contract discussions or negotiations with the City of Duncanville. Updates are also required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate.

3. Describe how you are affiliated or related to a City of Duncanville employee, City Council member, or contractor with the City of Duncanville (such as an engineering or architectural firm) who makes recommendations to the City for awards. **If no affiliation or business relationship exists, state "None."**

4. Describe how you are affiliated with or related to a local government officer. **If no affiliation or business relationship exists, state "None."**

5. Complete this Section by listing the name of each local government officer with whom there is an affiliation or business relationship, and you checked the "Yes" box in Section 5 A, B, or C.

6. Describe <u>any other</u> affiliation or business relationship that might cause a conflict. If no conflicts check the #4 box as well.

7. **Signature box. Date and sign the form. <u>A signature is required from the person completing the form even if "None" entered in boxes 3, 4, & 6.</u>**

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person 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 government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government, Code.

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

1 **Name of vendor who has a business relationship with local governmental entity.**
Library Systems & Services, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

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

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section 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 named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☐ **X** **I have no Conflict of Interest to disclose.**

5

_____ _____
Signature of vendor doing business with the governmental entity Date

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Exhibit B – Form 1295 Instructions

Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY may not enter into this contract unless LS&S submits a disclosure of interested parties (Form 1295) to the CITY at the time LS&S submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

LS&S will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

LS&S shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on the signature page of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@duncanville.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Exhibit C– Texas House Bill 89 Verification Statement

For the City of Duncanville, Texas Agreements

I, Todd Frager, the undersigned representative of

Library Systems & Services, LLC

(hereafter referred to as company) do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

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

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

Exhibit D – Service Provider Verification Form

For the City of Duncanville, Texas Agreements

By executing this document, the undersigned Service Provider named below, which is an individual, firm, or corporation engaged in the physical performance of services in Texas under a contract with the **City of Duncanville** affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in Texas Government Code Section 2269, et. seq.

Furthermore, Service Provider will continue to use the federal work authorization program throughout the contract period and will contract for the performance of services in satisfaction of such contract only with subcontractors who present to Service Provider an affidavit containing the information required by Texas Government Code Section 2269, et. seq. The undersigned Service Provider attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

Service Provider: Project:

_____ _____

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

Executed on_____, 20___, in_____(city),_____(state).

_____ _____

BY: Service Provider Authorized Officer or Agent Date

_____

Printed Name and Title of Authorized Officer or Agent

Exhibit D.1 – Subcontractor to Service Provider Verification Form

For the City of Duncanville, Texas Agreements

By executing this document, the undersigned subcontractor named below, which is an individual, firm, or corporation engaged in the physical performance of services in Texas under a contract with the **The City of Duncanville**, affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in Texas Government Code Section 2269, et. seq. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period. The undersigned subcontractor attests that its federal work authorization user identification number and date of authorization are as follows:

_____

Federal Work Authorization User Identification Number Date of Authorization

_____ _____

Name of Subcontractor Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on_____, 20___, in_____(city), _____ (state).

_____ _____

BY: Subcontractor Authorized Officer or Agent Date

_____

Printed Name and Title of Authorized Officer or Agent

Exhibit E – SAM.GOV RECORD SUBMISSION

Insert System for Award Management (SAM) record search for company name and company principal (here)

Exhibit F – CERTIFICATE OF INSURANCE

Insert Company certificate of insurance (here)

Exhibit G – CERTIFICATION REGARDING LOBBYING

(To be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, 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 an 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 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.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Library Systems & Services, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____

Signature of Contractor’s Authorized Official

Todd Frager, CEO

Printed Name and Title of Contractor's Authorized Official

Date

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 employee of 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 follow-up 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 organizational level 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 (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., “RFQ-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.

(a) 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

Approved by OMB 0348-00

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change

Name and Address of Reporting Entity: _____Prime _____Subawardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
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 reported to the Congress semi-annually and 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)**

STAFF REPORT

MEETING: City Council - 04 Feb 2025

TITLE:
Receive the Parks and Recreation Department Quarterly Report

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:
Receive the Parks and Recreation Department Quarterly Report

POLICY EXPLANATION:
Receive the Parks and Recreation Department Quarterly Report

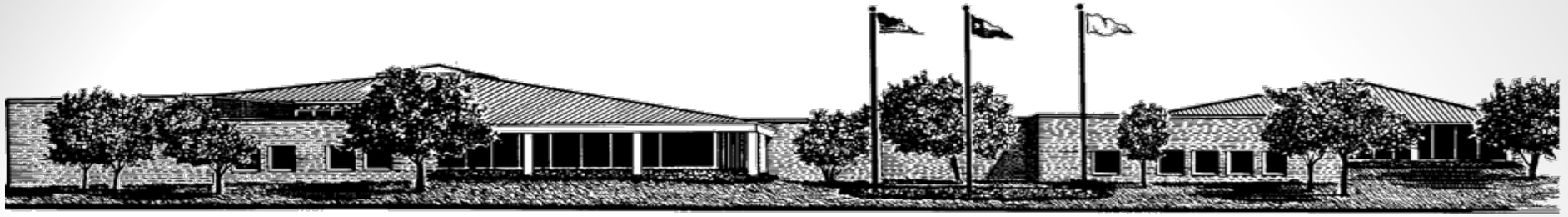
FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	Purchase Amount	After Encumber
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
2025-02-04 - Parks and Recreation Quarterly Report



City of Duncanville

PARKS AND RECREATION QUARTERLY REPORT

CITY COUNCIL MEETING
FEBRUARY 4, 2025
BART STEVENSON, DIRECTOR OF PARKS AND RECREATION

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

New Employees

- Recreation Center – Baron Brasfield, Recreation Manager

City of Duncanville

Park Maintenance Measurables

- The Park Maintenance Operations Division
  - 36 Playground Inspections
  - 48 Fitness equipment inspections
  - Facilitated 92 Pavillion Rentals for an estimated 73,119 guests
  - Resolved 8/10 See click fix request
  - Responded and repaired – 17 Vandalisms
  - Closed 27 work orders in response to repairs and maintenance
  - Started operating out of the old Fire Station Building
- The Irrigation Division
  - Assessed and inspected backflow prevention devices across all park irrigation systems, ensuring compliance and water safety.
  - Performed annual winterization of park Facilities, pumps, and irrigation systems to prevent damage due to cold weather months
  - Resolved over 9361 irrigation alarms
  - Closed the Armstrong Park Splashpad and completed the first Winterization routine.

City of Duncanville

Park Maintenance Measurables

- The Athletics Division
  - Hosted 97 ball field reservations for an estimated 2,111 participants
  - Installed and integrated the Perry Weather monitoring station at Armstrong Park, enhancing weather-related safety and field management
  - Prepped 227 fields for practices, games, and tournaments
  - Concluded Association Seasons and play to perform winter maintenance of playing surfaces and facility
- The Horticulture Division
  - Completed annual installation and removal of winter pansies throughout city-wide beds
  - Planted Tulip bulbs for spring sprouting
  - Completed Annual vegetative maintenance pruning shrubs, cutting perennial plants, and adding soil nutrients to ensure successful growth in the spring
  - Performed annual pesticide applications for planter beds

City of Duncanville

Park Maintenance Measurables

- Special Events/Projects
  - Assisted in the successful execution of the annual Holiday Lights Christmas Parade and Tree Lighting at Armstrong Park, bringing the community together for this cherished tradition.
  - Participated in the planning and operations for additional holiday and community events for the 2025 calendar year.
  - Completed installation of remote access to Harrington Park Gate Entrance
  - Began meeting and Planning for the Harrington Park Bond Renovation Project
  - Started planning and preparation for the Downtown Corridor Hanging Basket Project

City of Duncanville

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Keep Duncanville Beautiful Board

- Recognized Gahwena Coffee Station as the Winter Business Beautification Award (BBA) winner for their outstanding contribution to maintaining a clean and attractive property, and awarded 5 homes as Winter Curb Appeal winners, celebrating residents who enhance neighborhood aesthetics.
- Participated in the city's Annual Christmas Parade, held their Annual Board Retreat to plan upcoming events and objectives for the year, completed requirements for annual Tree City USA recognition for the 23rd year in a row, completed annual requirements and reporting for the Keep America Beautiful Presidents Circle Recognition and the Keep Texas Beautiful Gold Star Affiliate Recognition.
- Upcoming Events –
  - Community Cleanup – February 22nd
  - Annual Garden Workshop – March 8th
  - Household Hazardous Waster – March 22nd
  - Operation Clean Duncanville – April 5th
  - Don’t Mess with Texas Trash-Off at Parks – April 5th
  - Easter Eggstravaganza – April 12th
  - Community Cleanup – May 3rd

Community Clean-up
Saturday, February 22nd

Annual Garden Workshop
Saturday, March 8th

Community Clean-up
Saturday, May 3rd

Recreation Center Measurables

- Visits: November 2024 – January 2025
  - 265 new memberships
  - 172 renewed memberships
  - 11 new Silver Sneakers memberships
  - 1 renewed Silver Sneakers membership
  - 7,697
  - 1,336 day pass visits ($6,660.00)

- Programs
  - Pickleball
  - Karate
  - Yoga
  - Jazzercise
  - Tumbling
  - Cheerleading
  - Volleyball

- Programs Coming Soon
  - Archery
  - Brazilian United Soccer

City of Duncanville

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Recreation Center Measurables

- Recent Special Events/Programs
  - Family Field Day
  - Cookies with Santa
  - Family Game Night
  - Membership Drive
  - Pickleball Camp

- Upcoming Special Events/Programs
  - Daddy Daughter Dance – February 15th
  - Black History Month Fireside Chat – February 20th
  - Princess Tea Party – March 8th
  - Movies in the Park – April 5th
  - Easter Eggstravaganza – April 12th
  - Concerts in the Park – April 26th

City of Duncanville

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Daddy Daughter Dance
Saturday, February 15th

City of Duncanville

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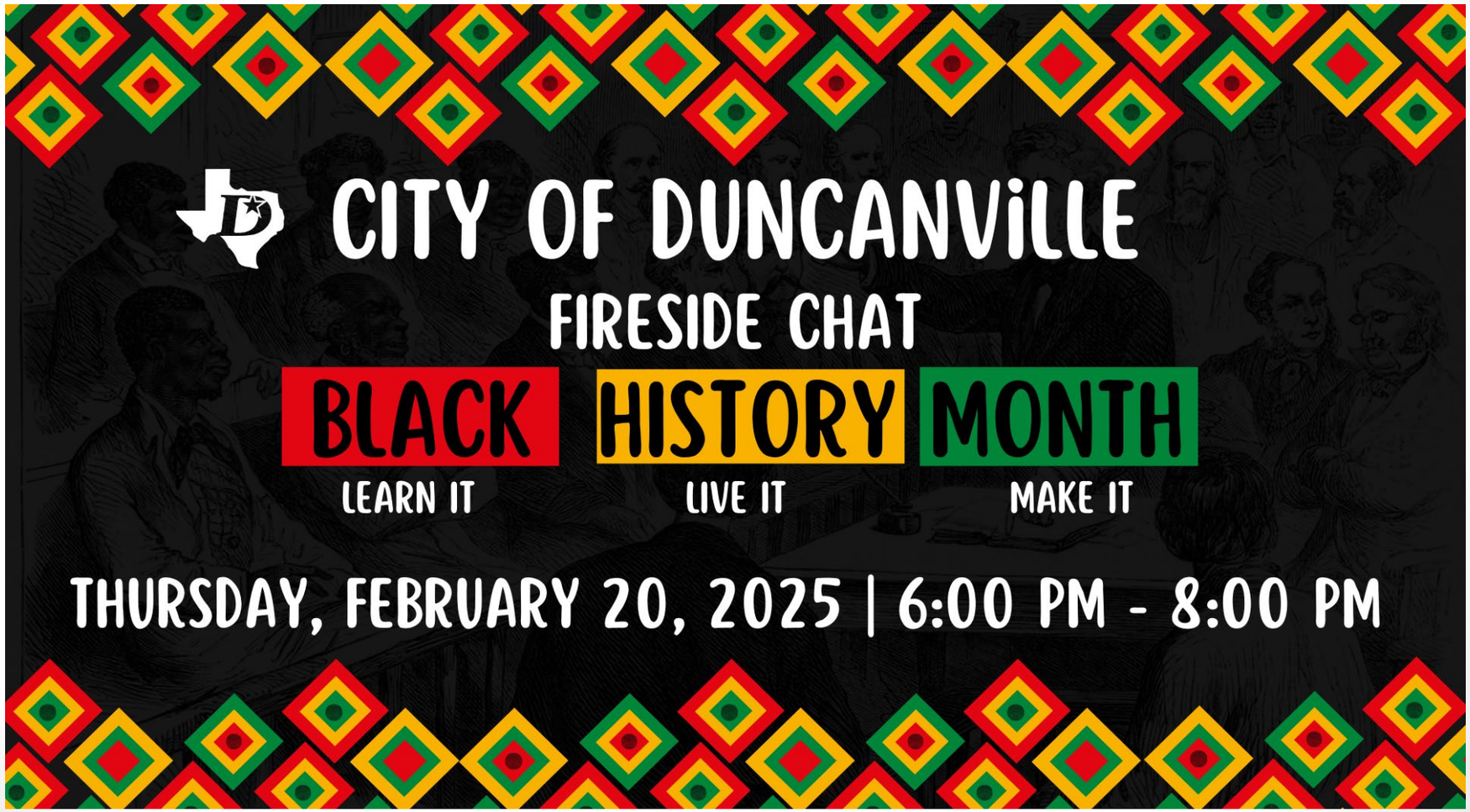
Black History Month Fireside Chat
Thursday, February 20th



Princess Tea Party
Saturday, March 8th

Easter Eggstravaganza
Saturday, April 12th

Concerts in the Park
Saturday, April 26th

City of Duncanville

Senior Center Measurables

- Visits: November 2024 – January 2025
  - 36 new and renewed memberships were sold throughout this quarter.
  - 2,332 visits

- Meals Served through DAAA/VNA Services
  - Dine-in lunch
  - 2,564
- Events
  - Veteran's Day Celebration
  - VNA Thanksgiving Lunch
  - Holiday Dinner and Dance
  - Bingo
  - Coffee with the Mayor
  - Game Night
  - Bagel Social
  - Monthly Birthday Celebration
  - Trips to museums, restaurants, and entertainment venues
  - Various performances including choir and live entertainment

City of Duncanville

Bond Election Projects and Planning

- Armstrong Park
  - Project is complete
  - City received the full grant amount from Texas Parks and Wildlife
- Harrington Park
  - Plans are 100% complete
  - Construction contract on December 3 Agenda
  - Construction to begin January 2025
  - Completion by December 2025
- Trails
  - Harrington-Waterview Bridge and Trail to be completed with the concession/restrooms at Harrington bond project
- Charles F. Ladd Nature Preserve Master Plan Update
- Dog Park Master Plan accepted on January 21, 2025

City of Duncanville

Questions?

STAFF REPORT

MEETING: City Council - 04 Feb 2025

TITLE:
Monthly Financial Report as of December 31, 2024

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:
Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:
The Finance Report is presented to provide actual revenues received and expenditures made compared to the budget. The report provides financial summary data on all city funds and narratives with five-year comparison graphs for key funds, including the General, Utility, Economic Development, and Fieldhouse funds.

POLICY EXPLANATION:
The month of December is the third month of fiscal year 2024-2025. Revenues and expenditures are unaudited and will be updated as the year progresses. Revenues and expenditures can fluctuate depending on the time of year, but the benchmark for revenues and expenditures compared to the budget is 25%. Overall revenue for all funds is 23.6% and 14.1% for expenditures.

FUNDING SOURCE:

ORG and Object Number
NA

Available Budget	Purchase Amount	After Encumber
NA	NA	NA

ACTION ALTERNATIVES:
No City Council action required.

ATTACHMENTS:
2024 12 Monthly Financial Report

CITY OF DUNCANVILLE
MONTHLY FINANCIAL REPORT

Fiscal Year 2024-2025
YEAR-TO-DATE OPERATIONS

AS OF DECEMBER 31, 2024

OCTOBER 1, 2024 - DECEMBER 31, 2024

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

Updated and Prepared by
FISCAL SERVICES DEPARTMENT
1/24/2025

FY 2024-2025 Financial Report as of December 31, 2024

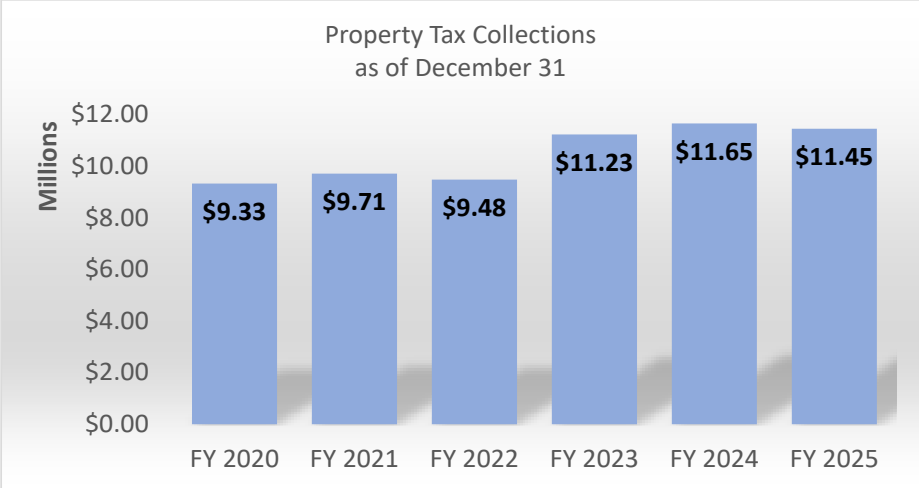
EXECUTIVE SUMMARY

The Duncanville Monthly Financial Report presents unaudited revenues and expenditures for the month of December 2024, compared to the budgetary numbers for fiscal year 2024-2025 and the actual numbers year-to-date for the fiscal year 2023-2024. The report provides financial summary data on all funds, including on-going Capital Improvement Projects. The General Fund is the primary operating fund for the City, so details of revenues by category and expenditures by the department are included in the financial statements. In addition, all other funds that are part of daily operations are included in brief to highlight each fund's revenues, expenditures, and fund balances.

December is the third month of the fiscal year. Revenues and Expenditures can vary throughout the year depending on time of collection or payments. The benchmark of budget usage is 25%. Overall, revenues collected are 23.6% and expenditures made are 14.1% of the budget.

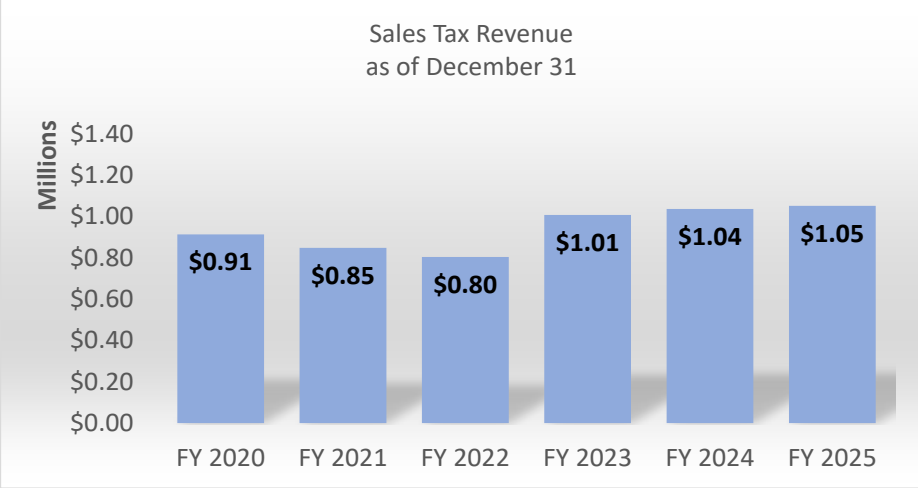
The charts throughout compare the revenues and expenditures to date, for the same period, for each fiscal year from FY 2020 to current.

PROPERTY TAX COLLECTIONS



The above chart shows total property tax collected including the debt portion and delinquent taxes. Property Taxes account for over 50 % of the total General Fund revenue budget. Total FY 2025 (for calendar year 2024) levy is $23.8 million. December – February time frame is the largest collection months for property tax.

SALES TAX COLLECTIONS



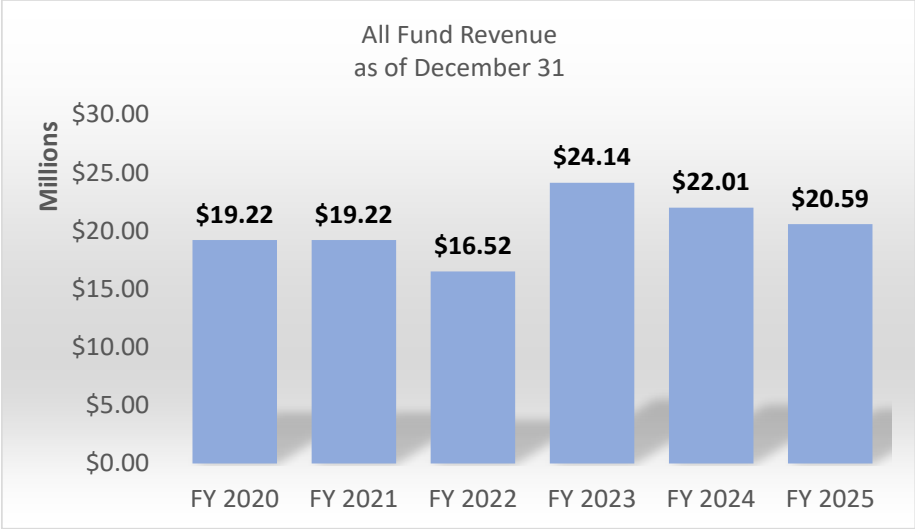
Sales tax accounts for 25% of the general fund revenue budget. Seventy-five percent (75%) or 0.015 cents of the collections goes to the General Fund for operations and property tax relief. The remaining 25% or 0.005 cents goes to Economic Development.

- Sales tax collections to date are for the month of October, received in December.
  - Collections are 0.67% higher than in the same period last year.
- The retail trade segment, which is approximately 43% of total collections, has continued to experience a negative change compared to the same time last year.
- HDL Companies quarterly report as of December 2024 forecasts a positive growth in the next two quarters for Construction & Manufacturing and General Retail groups; 0.5% - 1% growth forecasted.

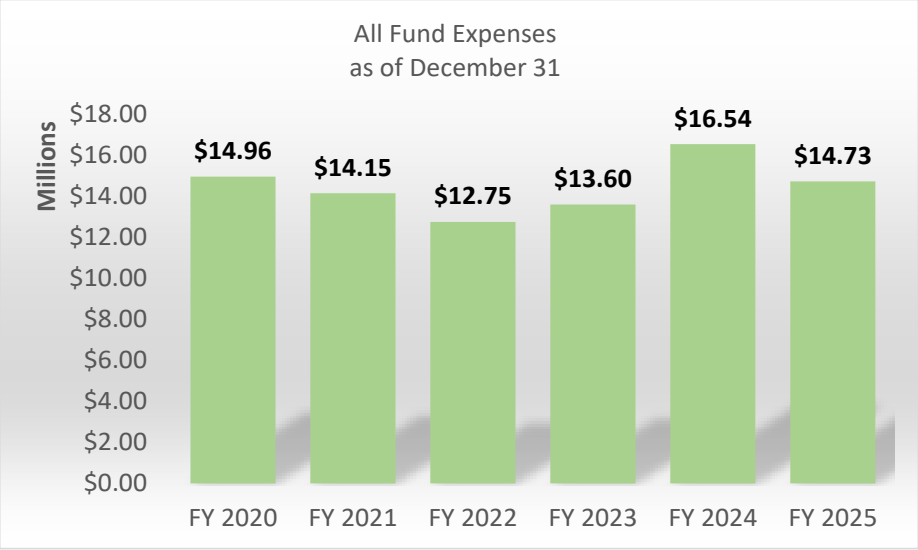
FY 2024-2025 Financial Report as of December 31, 2024

ALL FUNDS

Total revenue collected as of December 31 is $20.5 million. This is 23.6% of the total revenue budget for all funds. Revenue categories above 25% at this point in the year are property tax and interest income.



- Interest Income received to date is $778,663, 48.6% of the budget.

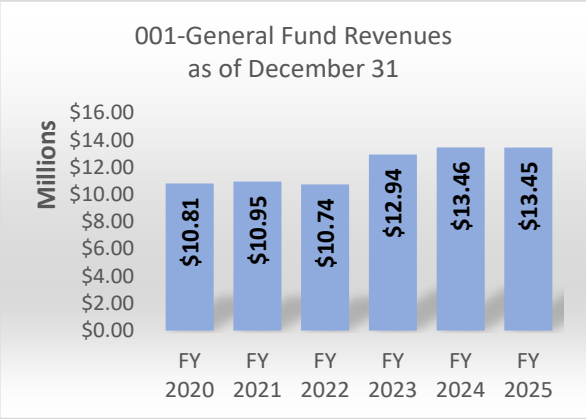


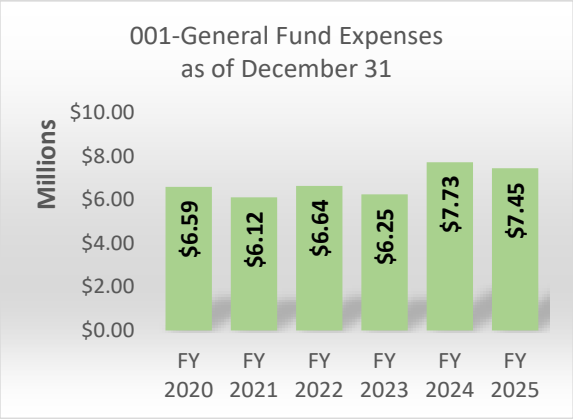
- Expenditures are 14.1% of the budget to date.

FY 2024-2025 Financial Report as of December 31, 2024

GENERAL FUND

The General Fund's unaudited ending fund balance for FY 2024 is $23.6 million. The excess over the 150 days maximum reserve is approximately $5 million. The numbers are preliminary until the FY 2024 audit is complete and remaining entries are made.





General Fund Revenue Highlights:

- General Fund revenues are currently at 31.7% of the budget. Franchise Fees and Intergovernmental revenues are quarterly based; sales tax revenue is two months behind.
- Interest revenue received is $163 thousand. This is 30% of the budget and 9.6% less than December of 2023.

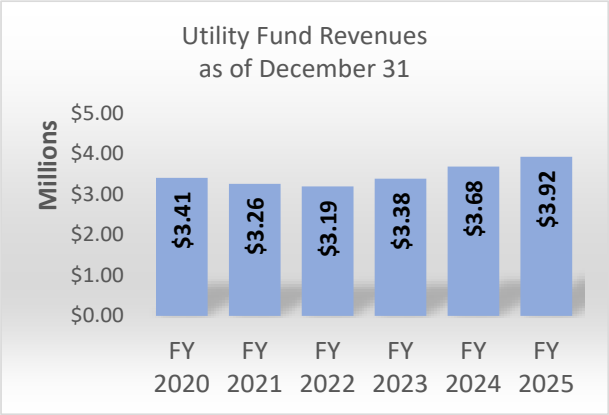
General Fund Expense Highlights:

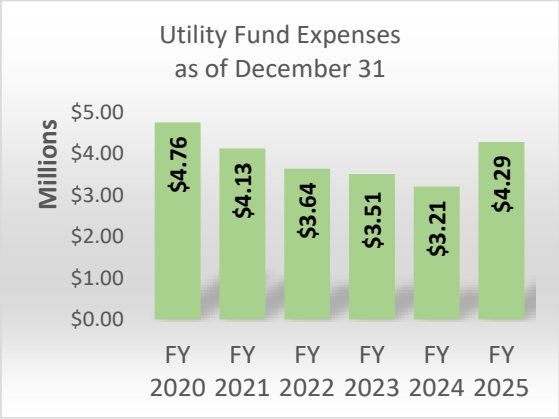
- Operating expenditures are 17.3% of the budget.
- December included the annual property tax revenue transfer to the Tax Incremental Financing Zone Fund. The amount transferred, $159 thousand is the captured value (the difference of the taxable value in 2017 and the value in 2024).

FY 2024-2025 Financial Report as of December 31, 2024

UTILITY FUND

The Utility Operating Fund's unaudited ending fund balance for FY 2024 is $11.6 million. The excess over the 150 days maximum reserve is approximately $2.4 million. The numbers are preliminary until the FY 2024 audit is complete.



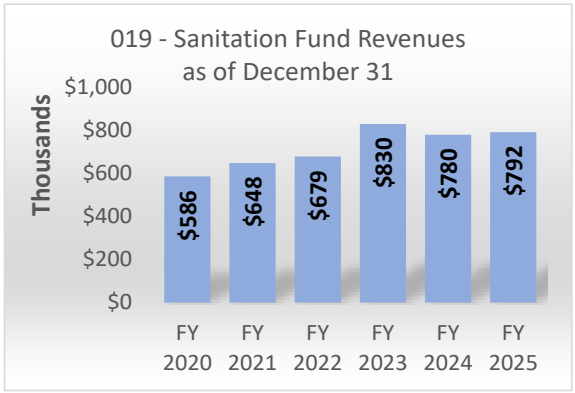


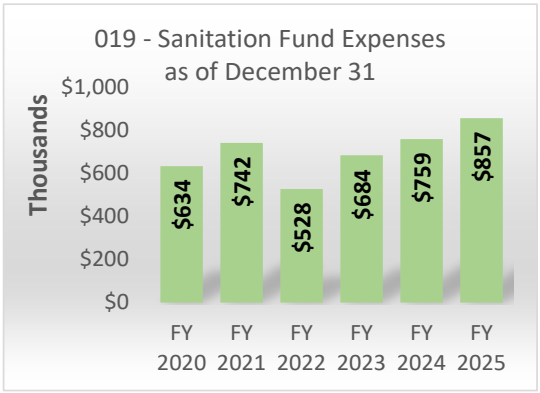
- Total revenue is 17.2% of the budget. Utility revenue is one month behind.
- Total expenditures are 18.9% of the budget. $2.8 million was spent with Trinity River Authority for wastewater treatment and Dallas Water Utilities for wholesale water.

SANITATION FUND

The Sanitation Fund beginning fund balance is $1.2 million.

- Total revenues are 16.4% of the budget. Utility revenue is one month behind.
- Total expenditures are 17.8% of the budget, including $774 thousand in garbage and landfill collection expenses.



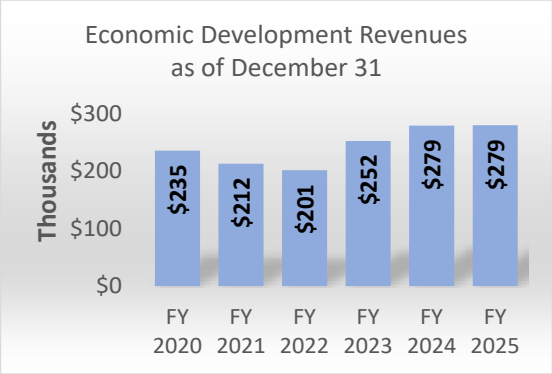


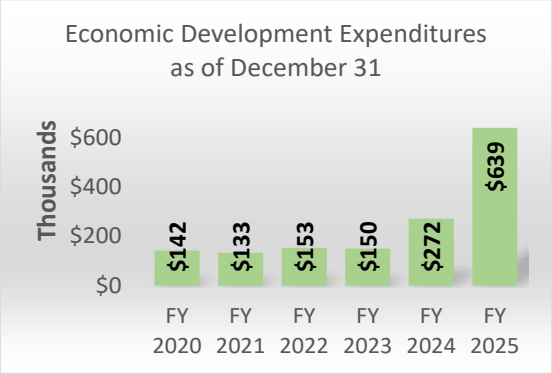
FY 2024-2025 Financial Report as of December 31, 2024

ECONOMIC DEVELOPMENT

The Economic Development unaudited beginning fund balance is $7.2 million

- Revenues are 8.5% of the budget. Investment income applied is $5,370. Interest was not previously budgeted.



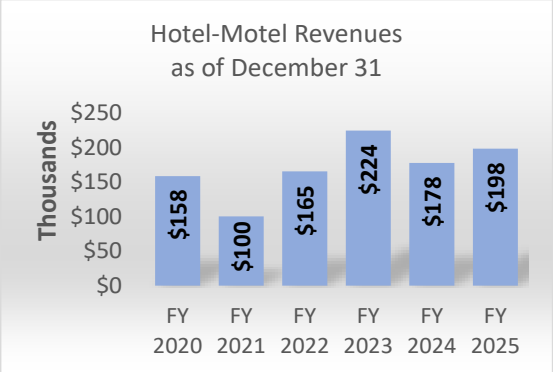


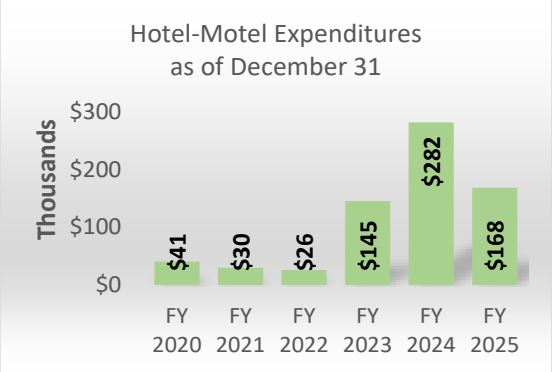
Total expenditures are 13.3% of the budget, including $273 thousand for business grants and $125,000 toward the Christmas event.

HOTEL – MOTEL

The Hotel-Motel unaudited beginning fund balance is $4.6 million.

- Revenues are 21.5% of the budget. Hotel-Motel revenue is paid quarterly.
- Total expenditures are 7.5% of the budget. Paid tax grants to date include Chamber, Hoopfest and Sky Elements for the Christmas drone show. $150 thousand paid to date.

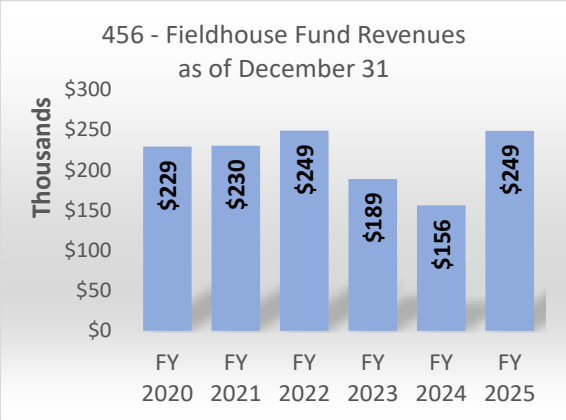


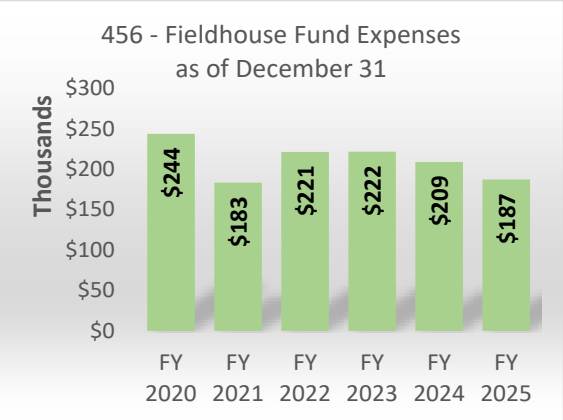


FY 2024-2025 Financial Report as of December 31, 2024

FIELDHOUSE FUND

The Fieldhouse Fund unaudited beginning fund balance is -$2 million.





- Total revenues are 11.6% of the budget.
  - The Fieldhouse is an Enterprise Fund and therefore operates with accrual accounting. This means revenue not yet earned, such as receiving a deposit for a future event, will not be reflected as revenue until after the event.

- Total expenditures are 9.2 % of the budget.

CONSTRUCTION PROJECTS UPDATE

Construction projects completed this quarter through December 31:

- Water main replacement – Wren & Oriole, I-20 Aerial Crossing - $1.3 million
- FY 2024 Pipebursting - $458,175
- Oriole Blvd. Sidewalk improvements - $548,266
- Lead line Inventory - $170,809
- Ten Mile Creek erosion - $1.6 million

FY 2024-2025 Financial Report as of December 31, 2024

HOW TO READ THE REPORT

The financial report includes snapshots of each fund. The larger funds such as the General Fund and the Utilities Fund include the revenue and expenses grouped into categories. Additionally, for the general fund there is a complete list of revenues by account and expenses by division. The smaller funds and CIP funds include the total revenue and total expenses only. The categories are explained on the next page.

COLUMNS	A	B	C	D	E	F	G	H
		CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
UNAUDITED REVENUES AND EXPENSES		YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue								
51 - SALES & OTHER TAXES		$197,757	$923,000	21.43%	$177,511	19.88%	$20,246	11.41%
55 - INTEREST		0	0	0.00%	0	0.00%	0	0.00%
59 - OTHER SOURCES		411	0	0.00%	0	0.00%	411	0.00%
Revenue Total		$198,168	$923,000	21.47%	$177,511	19.87%	$20,657	11.64%
Expense								
60 - SALARY AND BENEFITS		$3,174	$102,585	3.09%	$19,517	20.84%	($16,343)	-83.74%
72 - SUPPLIES & MATERIALS		0	7,658	0.00%	0	0.00%	0	0.00%
73 - CONTRACT & PROF SVCS		150,147	644,459	23.30%	253,628	36.22%	(103,482)	-40.80%
76 - CAPITAL OUTLAY		$0	$1,425,000	0.00%	$0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS		15,059	60,236	25.00%	8,904	25.00%	6,155	69.13%
79 - OTHER FINANCING USES		0	2,995	0.00%	0	0.00%	0	0.00%
Expense Total		$168,379	$2,242,933	7.51%	$282,050	33.64%	($113,670)	-40.30%
Net Income (Loss)		**$29,788**	**($1,319,933)**		**($104,539)**			

Column A: Lists the revenue and expense category.

Column B: Lists the year-to-date actuals as of the date of the report. The actuals are what was collected and booked into the financial system and the expenses paid as of the date of the report.

Column C: Lists the total budget for all accounts grouped in the category.

Column D: Lists the % of budget used. Simply, it's the actuals divided by the budget. It is a gage of financial performance, and an indication of the pace of collections or expenses compared to the benchmark.

Column E: Lists the prior fiscal year to date actuals. The purpose of this column is to compare how much was collected or expended for the same period in the previous year.

Column F: Lists the % of budget used for the same period in the previous year.

Column G: Lists the variance, or the difference, between what was collected or expended in the current year versus the previous year for the same period.

Column H: List the variance, or the difference, between the current and prior year for the same period in a percentage format. In the example above, to date, this fund shows to have spent $113 thousand less, or 40% less, compared to the same period last year.

ACCOUNT CATEGORY EXPLANATIONS

REVENUES:

1. 50 – Property Taxes: includes current year taxes, prior year taxes, and penalties and interest on delinquent taxes.
2. 51 – Sales & Other Taxes: includes Sales Tax, Hotel/Motel Occupancy Tax, and Mixed Beverage Tax.
3. 52 – Permits & Licenses: includes Building related permits, alarm permits, health inspections.
4. 53 – Fines and Fees: includes court fines, late payment penalties.
5. 54 – Intergovernmental Revenues: include revenues from grant awards, court awards, and reimbursements from other governmental agencies. For example, School Crossing Guards, Regional Emergency Management, CDBG (Community Development Block Grant) Neighborhood Service Officer.
6. 55 – Interest: includes interest earned from investments.
7. 56 – Franchise Fee Revenue: includes revenues received from gross receipts for utilities such as Gas, Electric, Cable, garbage collection. Companies such as Atmos and Oncor, submit franchise payments.
8. 57 – Charges for Service: includes memberships, rentals, water/sewer/garbage services, Fieldhouse rentals.
9. 58 – Transfers from Funds: includes funds received from other Funds.
10. 59 – Other Sources: includes all other revenues not categorized. Smaller revenue sources such as miscellaneous and reimbursements.

EXPENDITURES:

1. 60 – Salary and Benefits: includes all salary, benefit, workers compensation, and retiree medical insurance line items.
2. 72 – Supplies and Materials: includes line items for office supplies, direct materials, clothing, tools, janitorial supplies, postage, computer hardware and software.
3. 73 – Contractual and Professional Services: includes election expenses, contractual services such as the cost-sharing partnerships for the jail, animal shelter, and regional dispatch, membership dues, professional development, professional fees such as engineers for construction projects, and legal services.
4. 74 – Maintenance and Repair Services: includes maintenance/licensing agreements such as software support, building, grounds, vehicle maintenance.
5. 75 – Utilities: City facilities water, gas, and electrical.
6. 76 – Capital Outlay: includes purchase over $5000 to become a capitalized asset such as land, building improvements, infrastructure, equipment and vehicles.
7. 77 – Debt Services: includes principal and interest payments on debt.
8. 78 – Transfers to Funds: includes transfers out to other funds, IT and Fleet replacement contributions.
9. 79 – Other Financing Uses: includes training, hospitality, and employee appreciation expenses. In the Economic Development fund 012 – grants and development incentives are budgeted in this category.

ALL FUNDS
AS OF DECEMBER 31, 2024

	CURRENT YEAR - FY 2025				PRIOR YEAR - FY 2024		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	YTD Actual	Revised Budget	% of Revised Budget	YTD Remaining Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue								
50 - PROPERTY TAXES	$11,449,913	$24,454,564	46.82%	$13,004,651	$11,654,304	49.82%	($204,391)	-1.75%
51 - SALES & OTHER TAXES	1,256,740	14,154,629	8.88%	12,897,889	1,223,257	8.42%	33,483	2.74%
52 - PERMITS & LICENSES	183,077	671,500	27.26%	488,423	216,616	33.45%	(33,539)	-15.48%
53 - FINES & FEES	66,830	841,100	7.95%	774,270	80,800	21.40%	(13,970)	-17.29%
54 - INTERGOV REVENUES	81,436	605,996	13.44%	524,560	1,797,975	100.74%	(1,716,539)	-95.47%
55 - INTEREST	778,663	1,605,600	48.50%	826,937	863,406	992.42%	(84,742)	-9.81%
56 - FRANCHISE FEE REV	42,637	2,060,000	2.07%	2,017,363	67,091	3.23%	(24,454)	-36.45%
57 - CHARGES FOR SERVICES	5,331,503	31,251,673	17.06%	25,920,170	4,771,623	16.55%	559,880	11.73%
58 - TRANSFER FROM FUNDS	858,252	9,442,308	9.09%	8,584,056	836,364	8.95%	21,889	2.62%
59 - OTHER SOURCES	539,423	2,287,541	23.58%	1,748,118	496,233	20.41%	43,190	8.70%
Revenue Total	**$20,588,474**	**$87,374,911**	**23.56%**	**$66,786,437**	**$22,007,668**	**26.35%**	**($1,419,194)**	**-6.45%**
Expense								
60 - SALARY AND BENEFITS	$6,134,071	$32,088,717	19.12%	$25,954,647	$6,509,418	21.47%	($375,348)	-5.77%
72 - SUPPLIES & MATERIALS	540,917	4,442,870	12.17%	3,901,953	483,403	11.03%	57,514	11.90%
73 - CONTRACT & PROF SVCS	5,509,685	26,358,472	20.90%	20,848,786	4,235,831	16.93%	1,273,855	30.07%
74 - MAINT & REPAIR SVCS	339,836	2,073,017	16.39%	1,733,181	361,248	15.53%	(21,412)	-5.93%
75 - UTILITIES	230,273	1,246,694	18.47%	1,016,421	180,145	14.39%	50,128	27.83%
76 - CAPITAL OUTLAY	377,736	22,474,639	1.68%	22,096,903	3,437,791	12.17%	(3,060,055)	-89.01%
77 - DEBT SERVICES	0	2,024,506	0.00%	2,024,506	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	1,114,956	10,469,122	10.65%	9,354,166	1,131,286	10.75%	(16,330)	-1.44%
79 - OTHER FINANCING USES	479,903	3,510,580	13.67%	3,030,676	203,490	5.35%	276,413	135.84%
Expense Total	**$14,727,377**	**$104,688,617**	**14.07%**	**$89,961,240**	**$16,542,612**	**15.33%**	**$1,815,235**	**-10.97%**
Net Income (Loss)	**$5,861,097**	**($17,313,707)**			**$5,465,056**			

001 - GENERAL FUND
AS OF DECEMBER 31, 2024

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2025 CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PRIOR YEAR - FY 2024 PY-YTD Actual	% of Revised Budget	COMPARISON Variance PY-YTD $$	YTD Variance %
Revenue								
50 - PROPERTY TAXES	$9,280,248	$10,754,654	$22,939,008	46.88%	$10,894,385	49.72%	($139,731)	-1.28%
51 - SALES & OTHER TAXES	784,792	795,969	9,951,222	8.00%	786,441	7.67%	9,528	1.21%
52 - PERMITS & LICENSES	33,059	183,077	671,500	27.26%	216,616	33.45%	(33,539)	-15.48%
53 - FINES & FEES	18,928	60,708	813,600	7.46%	73,524	21.00%	(12,816)	-17.43%
54 - INTERGOV REVENUES	8,041	8,375	350,810	2.39%	5,446	1.57%	2,929	53.79%
55 - INTEREST	163,035	444,509	1,500,000	29.63%	491,788	726.42%	(47,279)	-9.61%
56 - FRANCHISE FEE REV	14,532	14,532	1,785,000	0.81%	2,542	0.14%	11,990	471.65%
57 - CHARGES FOR SERVICES	118,680	447,198	1,214,000	36.84%	251,052	21.88%	196,146	78.13%
58 - TRANSFER FROM FUNDS	233,056	699,167	2,802,670	24.95%	697,226	24.94%	1,941	0.28%
59 - OTHER SOURCES	21,792	41,034	469,250	8.74%	43,062	9.61%	(2,029)	-4.71%
Revenue Total	**$10,676,163**	**$13,449,222**	**$42,497,060**	**31.65%**	**$13,462,082**	**33.89%**	**($12,859)**	**-0.10%**
Expense								
60 - SALARY AND BENEFITS	$1,912,633	$5,359,259	$27,803,041	19.28%	$5,743,618	21.92%	($384,359)	-6.69%
72 - SUPPLIES & MATERIALS	187,624	439,624	2,861,245	15.36%	237,162	11.09%	202,463	85.37%
73 - CONTRACT & PROF SVCS	311,712	751,977	7,814,067	9.62%	872,491	11.27%	(120,514)	-13.81%
74 - MAINT & REPAIR SVCS	96,999	281,793	1,443,800	19.52%	299,133	17.14%	(17,340)	-5.80%
75 - UTILITIES	15,241	169,174	1,000,209	16.91%	155,640	15.85%	13,534	8.70%
76 - CAPITAL OUTLAY	0	64	585,346	0.01%	8,439	3.14%	(8,375)	-99.24%
78 - TRANSFER TO FUNDS	218,354	336,892	1,066,425	31.59%	352,316	30.87%	(15,425)	-4.38%
79 - OTHER FINANCING USES	28,176	109,666	522,496	20.99%	59,147	12.27%	50,519	85.41%
Expense Total	**$2,770,739**	**$7,448,449**	**$43,096,629**	**17.28%**	**$7,727,947**	**18.99%**	**($279,498)**	**-3.62%**
Net Income (Loss)	**$7,905,424**	**$6,000,774**	**($599,569)**		**$5,734,135**			

	FY 25 BUDGET
UNAUDITED BEGINNING FUND BALANCE	**$ 23,617,694**
UNAUDITED ENDING FUND BALANCE	**$ 23,018,125**
FUND BALANCE RESERVE REQUIREMENT	
% of Fund Balance to Expense Ratio	53.4%
# of Days Coverage	195
Reserve Minimum $$ (90 Days)	$ 10,626,566
Reserve Maximum $$ (150 Days)	$ 17,710,943
Excess over Maximum $$	**$ 5,307,182**

001 - GENERAL FUND
AS OF DECEMBER 31, 2024

UNAUDITED REVENUES	CURRENT YEAR - FY 2025				PRIOR YEAR - FY 2024		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
50 - PROPERTY TAXES								
501101 - CURRENT TAXES	$9,243,817	$10,685,678	$22,689,008	47.10%	$10,840,886	50.14%	($155,208)	-1.43%
501102 - DELINQUENT TAXES	24,551	46,508	150,000	31.01%	54,783	37.78%	(8,274)	-15.10%
501103 - PENALTIES AND INTEREST	11,879	22,468	100,000	22.47%	1,283	-0.89%	23,752	-1850.64%
50 - PROPERTY TAXES Total	**$9,280,248**	**$10,754,654**	**$22,939,008**	**46.88%**	**$10,894,385**	**49.72%**	**($139,731)**	**-1.28%**
51 - SALES & OTHER TAXES								
501201 - STATE SALES TAX CITY PORTION	$518,578	$526,029	$6,560,815	8.02%	$518,610	7.66%	$7,419	1.43%
501202 - SALES TAX PROPERTY TAX RELIEF	259,289	263,015	3,280,407	8.02%	259,305	7.66%	3,710	1.43%
501204 - ALCOHOLIC BEVERAGE TAX	6,925	6,925	110,000	6.30%	8,526	8.61%	(1,601)	-18.78%
51 - SALES & OTHER TAXES Total	**$784,792**	**$795,969**	**$9,951,222**	**8.00%**	**$786,441**	**7.67%**	**$9,528**	**1.21%**
52 - PERMITS & LICENSES								
502101 - BUILDING PERMITS	$21,062	$129,577	$350,000	37.02%	$113,524	32.44%	$16,053	14.14%
502102 - ELECTRICAL PERMITS	875	4,510	35,000	12.89%	11,210	41.52%	(6,700)	-59.77%
502103 - SOLICITOR LICENSES	0	300	500	60.00%	75	15.00%	225	300.00%
502106 - SIGN PERMITS	150	2,673	20,000	13.37%	5,300	29.44%	(2,627)	-49.56%
502108 - HEALTH FOOD INSPECTION FEES	1,925	18,973	71,000	26.72%	31,025	41.37%	(12,052)	-38.85%
502109 - PLUMBING AND AC PERMITS	2,375	15,108	60,000	25.18%	15,172	25.29%	(64)	-0.42%
502111 - ZONING & SPEC USE PERMIT	2,550	2,948	15,000	19.66%	1,900	15.83%	1,048	55.18%
502114 - RENTAL PROPERTY REGISTRATION	0	300	55,000	0.55%	24,650	44.82%	(24,350)	-98.78%
502120 - ALARM PERMITS	4,121	8,688	60,000	14.48%	13,510	30.02%	(4,823)	-35.70%
502122 - POOL OR SPA INSPECTION FEE	0	0	5,000	0.00%	250	5.00%	(250)	-100.00%
509607 - ANIMAL PERMITS	0	0	0	0.00%	0	0.00%	(0)	0.00%
52 - PERMITS & LICENSES Total	**$33,059**	**$183,077**	**$671,500**	**27.26%**	**$216,616**	**33.45%**	**($33,539)**	**-15.48%**
53 - FINES & FEES								
502107 - WRECKER AND STORAGE FEES	$0	$0	$0	0.00%	$0	0.00%	($0)	0.00%
503101 - MUNICIPAL COURT FINES	13,185	47,865	750,000	6.38%	55,812	20.30%	(7,947)	-14.24%
503102 - COURT RELATED FEES	5,335	11,212	50,000	22.42%	16,047	26.74%	(4,835)	-30.13%
503103 - SCHOOL CROSSING FEES	25	345	2,500	13.79%	735	29.38%	(390)	-53.06%
503201 - LIBRARY FINES	209	950	6,000	15.84%	830	16.59%	121	14.56%
503301 - FALSE ALARM FINES	175	325	5,000	6.50%	100	1.33%	225	225.00%
509609 - RETURN CHECK FEES	0	(0)	100	0.00%	0	0.00%	(0)	0.00%
53 - FINES & FEES Total	**$18,928**	**$60,698**	**$813,600**	**7.46%**	**$73,524**	**21.00%**	**($12,826)**	**-17.44%**

001 - GENERAL FUND
AS OF DECEMBER 31, 2024

UNAUDITED REVENUES	CURRENT YEAR - FY 2025				PRIOR YEAR - FY 2024		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
54 - INTERGOV REVENUES								
504102 - DISD SCHOOL CROSSING GUARDS	$0	$0	$50,310	0.00%	$0	0.00%	($0)	0.00%
504103 - DALLAS CNTY CROSSING GUARD REV	8,041	8,041	40,000	20.10%	4,765	11.91%	3,276	68.76%
504109 - REIMB FOR REG EMERG MANAGER	0	0	150,500	0.00%	0	0.00%	(0)	0.00%
507105 - SENIOR MEAL DONATIONS	0	334	0	0.00%	681	0.00%	(347)	-50.97%
508201 - FEDERAL GRANTS	0	0	50,000	0.00%	0	0.00%	(0)	0.00%
508203 - INTERGOV REIMBURSEMENT-CDBG	0	0	60,000	0.00%	0	0.00%	(0)	0.00%
508210 - INTERGOV REIMBURSEMNTS-CARE TM	0	0	0	0.00%	0	0.00%	(0)	0.00%
54 - INTERGOV REVENUES Total	**$8,041**	**$8,375**	**$350,810**	**2.39%**	**$5,446**	**1.57%**	**$2,929**	**53.79%**
55 - INTEREST								
505101 - INTEREST ON GOVT POOL INVEST	$71,882	$167,909	$1,000,000	16.79%	$190,653	11214.90%	($22,745)	-11.93%
505103 - CERT OF DEPOSIT INTEREST	17,745	52,636	100,000	52.64%	42,732	118.70%	9,904	23.18%
505106 - MONEY MARKET INTEREST	73,408	223,964	400,000	55.99%	258,402	861.34%	(34,438)	-13.33%
55 - INTEREST Total	**$163,035**	**$444,509**	**$1,500,000**	**29.63%**	**$491,788**	**726.42%**	**($47,279)**	**-9.61%**
56 - FRANCHISE FEE REV								
501301 - FRANCHISE FEE ELECTRIC	$14,532	$14,532	$1,150,000	1.26%	$0	0.00%	$14,532	0.00%
501302 - FRANCHISE FEE GAS	0	0	425,000	0.00%	0	0.00%	(0)	0.00%
501303 - FRANCHISE FEE TELEPHONE	0	0	70,000	0.00%	2,542	3.39%	(2,542)	-100.00%
501304 - FRANCHISE FEE CABLE TV	0	0	140,000	0.00%	0	0.00%	(0)	0.00%
56 - FRANCHISE FEE REV Total	**$14,532**	**$14,532**	**$1,785,000**	**0.81%**	**$2,542**	**0.14%**	**$11,990**	**471.65%**
57 - CHARGES FOR SERVICES								
502105 - EMERGENCY MEDICAL SERVICE	$105,394	$407,967	$900,000	45.33%	$176,005	19.56%	$231,962	131.79%
507102 - RECREATION FEES	9,575	26,345	250,000	10.54%	49,087	24.54%	(22,743)	-46.33%
507104 - SENIOR CENTER ANNUAL USER FEE	558	1,238	3,000	41.27%	840	38.18%	398	47.38%
507107 - RECREATION CENTER CLASSES	1,538	5,648	25,000	22.59%	7,251	45.32%	(1,602)	-22.10%
507108 - SPECIAL EVENTS	0	500	16,000	3.13%	11,750	73.44%	(11,250)	-95.74%
507109 - SENIOR CLASS/TRIPS	375	1,216	3,000	40.53%	1,797	59.90%	(581)	-32.33%
509603 - LIBRARY SERVICE FEES	1,240	4,284	17,000	25.20%	4,323	43.23%	(39)	-0.89%
509622 - MOWING LIEN REIMBURSEMENTS	0	0	0	0.00%	0	0.00%	(0)	0.00%
57 - CHARGES FOR SERVICES Total	**$118,680**	**$447,198**	**$1,214,000**	**36.84%**	**$251,052**	**21.88%**	**$196,146**	**78.13%**
58 - TRANSFER FROM FUNDS								
598002 - PILOT FEE TZ-CITY WWW UTILITY	$117,425	$352,274	$1,409,097	25.00%	$385,520	25.00%	($33,246)	-8.62%
599002 - TRANS FROM UTILITY FUND-002	90,564	271,691	1,086,766	25.00%	266,348	25.00%	5,343	2.01%
599010 - TRANS FROM HOTEL FUND-010	5,020	15,059	60,236	25.00%	8,904	25.00%	6,155	69.13%
599012 - TRANS FROM EDC FUND-012	20,048	60,143	240,571	25.00%	36,454	25.00%	23,689	64.98%
599230 - TRANS FROM JUVENILE FUND-230	0	0	6,000	0.00%	0	0.00%	(0)	0.00%
58 - TRANSFER FROM FUNDS Total	**$233,056**	**$699,167**	**$2,802,670**	**24.95%**	**$697,226**	**24.94%**	**$1,941**	**0.28%**

001 - GENERAL FUND
AS OF DECEMBER 31, 2024

UNAUDITED REVENUES	CURRENT YEAR - FY 2025				PRIOR YEAR - FY 2024		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
59 - OTHER SOURCES								
503202 - LIBRARY DONATIONS	$0	$0	$0	0.00%	$0	0.00%	($0)	0.00%
509101 - SALE OF FIXED ASSETS	0	0	0	0.00%	0	0.00%	(0)	0.00%
509105 - SALE OF MATERIALS	0	0	3,750	0.00%	0	0.00%	(0)	0.00%
509201 - INSURANCE RECOVERY	0	0	75,000	0.00%	3,474	0.00%	(3,474)	-100.00%
509601 - MISCELLANEOUS REVENUE	5,587	11,771	100,000	11.77%	6,624	6.62%	5,147	77.70%
509602 - CASH OVER AND SHORT	0	809	0	0.00%	517	0.00%	(1,326)	-256.44%
509604 - POLICE ACCIDENT REPORTS	363	705	3,500	20.15%	2,115	60.42%	(1,409)	-66.65%
509606 - AUCTION PROCEEDS	3,060	3,060	0	0.00%	0	0.00%	(3,060)	0.00%
509612 - CITY SERVICES REIMBURSEMENT	381	381	54,000	0.70%	1,106	1.91%	(726)	-65.59%
509613 - WORKERS COMP REIMBURSEMENT	0	0	45,000	0.00%	500	1.11%	(500)	-100.00%
509617 - LEASE INCOME	0	0	0	0.00%	0	0.00%	(0)	0.00%
509618 - GAS WELL OIL REVENUE	5,000	5,000	13,000	38.46%	1,649	12.68%	3,351	203.21%
509623 - CLAIM REIMBURSEMENTS	0	0	0	0.00%	212	0.00%	(212)	-100.00%
588888 - REVENUE SUSPENSE	0	0	0	0.00%	0	0.00%	(0)	0.00%
59 - OTHER SOURCES Total	**$21,792**	**$41,034**	**$469,250**	**8.74%**	**$43,027**	**9.60%**	**($1,994)**	**-4.63%**
Grand Total	**$10,676,163**	**$13,449,213**	**$42,497,060**	**31.65%**	**$13,462,047**	**33.89%**	**($12,834)**	**-0.10%**

001 - GENERAL FUND
AS OF DECEMBER 31, 2024

UNAUDITED EXPENSES	CURRENT YEAR - FY 2025				PRIOR YEAR - FY 2024		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
0101 - GENERAL GOV. SERVICES DEPT.								
01011000 - MAYOR AND COUNCIL	$878	$18,702	$92,610	20.19%	$26,347	22.41%	($7,646)	-29.02%
01011020 - MAYOR	0	1,429	8,500	16.81%	1,197	14.08%	232	19.40%
01011021 - DISTRICT 1	280	1,747	7,000	24.95%	45	0.64%	1,702	3781.27%
01011022 - DISTRICT 2	0	1,134	7,000	16.19%	42	0.61%	1,091	2574.66%
01011023 - DISTRICT 3	0	1,382	7,000	19.75%	0	0.00%	1,382	0.00%
01011024 - DISTRICT 4	939	3,441	7,000	49.15%	2,426	34.65%	1,015	41.85%
01011025 - DISTRICT 5	664	2,298	7,000	32.83%	157	2.24%	2,141	1363.75%
01011026 - DISTRICT AT LARGE	406	5,043	7,000	72.04%	1,088	15.54%	3,955	363.47%
01011100 - CITY ADMINISTRATION	55,416	137,096	949,093	14.44%	141,266	17.03%	(4,170)	-2.95%
01011200 - CITY SECRETARY	15,821	62,862	357,569	17.58%	43,462	11.46%	19,400	44.64%
01011300 - HUMAN RESOURCES	50,382	124,579	603,386	20.65%	104,133	21.03%	20,446	19.63%
01011400 - INFO TECHNOLOGY	45,908	170,787	1,326,552	12.87%	363,709	23.26%	(192,921)	-53.04%
01011500 - PUBLIC INFORMATION OFFICE	52,988	135,784	594,917	22.82%	84,062	16.90%	51,722	61.53%
01011600 - PUBLIC LIBRARY	84,710	222,150	1,160,399	19.14%	213,931	19.03%	8,220	3.84%
01011700 - CITY MARSHAL	6,966	19,778	120,577	16.40%	22,086	18.39%	(2,308)	-10.45%
0101 - GENERAL GOV. SERVICES DEPT. Total	**$315,356**	**$908,210**	**$5,255,604**	**17.28%**	**$1,003,951**	**19.39%**	**($95,741)**	**-9.54%**
0102 - FISCAL SERVICES DEPT.								
01022000 - ACCOUNTING & REPORTING	$95,450	$212,243	$1,266,538	16.76%	$232,018	25.16%	($19,775)	-8.52%
01022300 - MUNICIPAL COURT	32,933	89,359	577,916	15.46%	87,455	16.23%	1,904	2.18%
01022500 - PROCUREMENT OFFICE	19,360	51,464	273,070	18.85%	47,339	19.22%	4,125	8.71%
0102 - FISCAL SERVICES DEPT. Total	**$147,742**	**$353,066**	**$2,117,524**	**16.67%**	**$366,812**	**21.48%**	**($13,746)**	**-3.75%**
0103 - NEIGHBORHOOD & PLANNING DEPT.								
01036100 - BUILDING INSPECTION	$52,759	$126,490	$751,950	16.82%	$122,715	21.32%	$3,775	3.08%
01036401 - PLANNING SERVICES	7,988	37,661	238,779	15.77%	39,275	19.93%	(1,614)	-4.11%
01036500 - NEIGHBORHOOD SERVICES	26,838	71,331	464,410	15.36%	129,021	20.98%	(57,690)	-44.71%
01036580 - CDBG PROGRAM-NEIGHBORHOOD	6,444	17,364	90,616	19.16%	17,898	21.21%	(533)	-2.98%
0103 - NEIGHBORHOOD & PLANNING DEPT. Total	**$94,030**	**$252,847**	**$1,545,755**	**16.36%**	**$308,909**	**20.99%**	**($56,062)**	**-18.15%**
0104 - PARK AND RECREATION DEPT.								
01044000 - PARK & REC ADMINISTRATION	$22,606	$65,346	$312,811	20.89%	$59,783	20.61%	$5,563	9.31%
01044100 - REC PROGRAM ADMIN	32,737	84,017	539,577	15.57%	86,032	17.63%	(2,015)	-2.34%
01044200 - SPECIAL EVENTS ADMIN	3,184	13,161	102,950	12.78%	62,732	18.90%	(49,571)	-79.02%
01044300 - ATHLETIC PROGRAMMING	65,535	156,102	540,980	28.86%	62,415	13.77%	93,686	150.10%
01044500 - HORTICULTURE	14,193	41,430	213,329	19.42%	37,319	19.24%	4,111	11.02%
01044600 - PARK GROUNDS MAINTENANCE	129,816	354,946	1,870,952	18.97%	292,318	16.76%	62,629	21.42%
01044900 - SENIOR CENTER	18,265	53,372	279,510	19.09%	61,361	25.70%	(7,990)	-13.02%
0104 - PARK AND RECREATION DEPT. Total	**$286,336**	**$768,373**	**$3,860,109**	**19.91%**	**$661,960**	**17.70%**	**$106,414**	**16.08%**

001 - GENERAL FUND
AS OF DECEMBER 31, 2024

UNAUDITED EXPENSES	CURRENT YEAR - FY 2025				PRIOR YEAR - FY 2024		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
0105 - POLICE SERVICES DEPT.								
01055000 - POLICE ADMINISTRATION	$66,511	$402,725	$2,694,529	14.95%	$158,985	6.34%	$243,741	153.31%
01055100 - PATROL	461,251	1,236,812	6,274,594	19.71%	1,239,945	21.78%	(3,133)	-0.25%
01055200 - CRIMINAL INVESTIGATION	109,015	344,246	1,792,717	19.20%	304,910	18.57%	39,336	12.90%
01055300 - ANIMAL CONTROL	7,495	21,298	590,684	3.61%	85,834	14.85%	(64,536)	-75.19%
01055400 - SCHOOL GUARDS	8,598	24,941	100,620	24.79%	24,736	24.58%	205	0.83%
01055500 - CRIME PREVENTION	14,481	40,948	188,391	21.74%	36,881	21.94%	4,067	11.03%
01055600 - SWAT ORG	6,557	18,076	176,016	10.27%	8,296	5.68%	9,780	117.89%
01055700 - RECORDS	31,786	120,481	419,940	28.69%	79,784	21.07%	40,697	51.01%
01055900 - POLICE SPECIAL SERVICES	33,053	76,739	499,545	15.36%	54,720	13.18%	22,020	40.24%
0105 - POLICE SERVICES DEPT. Total	**$738,747**	**$2,286,268**	**$12,737,036**	**17.95%**	**$1,994,092**	**17.15%**	**$292,176**	**14.65%**
0106 - PUBLIC WORKS DEPT.								
01066000 - PUBLIC WORKS ENGINEERING/ADMIN	$43,757	$120,574	$571,365	21.10%	$103,305	16.63%	$17,269	16.72%
01066200 - STREET MAINTENANCE	94,761	297,266	3,493,621	8.51%	286,409	8.30%	10,857	3.79%
01066300 - TRAFFIC OPERATIONS	35,228	104,080	1,337,884	7.78%	85,652	7.71%	18,428	21.51%
01066700 - EQUIPMENT SERVICES	113,976	197,233	1,725,643	11.43%	228,925	17.07%	(31,691)	-13.84%
01066800 - BUILDING MAINTENANCE	61,214	185,763	1,094,952	16.97%	166,801	17.03%	18,963	11.37%
0106 - PUBLIC WORKS DEPT. Total	**$348,936**	**$904,917**	**$8,223,464**	**11.00%**	**$871,091**	**11.61%**	**$33,825**	**3.88%**
0107 - FIRE SERVICES DEPT.								
01077000 - FIRE ADMINISTRATION	$41,234	$130,219	$704,079	18.49%	$121,902	18.10%	$8,317	6.82%
01077100 - FIRE PREVENTION	28,409	77,715	413,095	18.81%	74,902	21.08%	2,813	3.76%
01077200 - FIRE SUPPRESSION	445,696	1,129,283	5,370,798	21.03%	1,192,241	23.23%	(62,958)	-5.28%
01077300 - ADVANCED LIFE SUPPORT	139,626	388,043	2,041,688	19.01%	346,146	19.14%	41,897	12.10%
01077500 - EMERGENCY MANAGEMENT ADMIN	16,589	43,164	238,572	18.09%	30,338	15.38%	12,826	42.28%
0107 - FIRE SERVICES DEPT. Total	**$671,553**	**$1,768,424**	**$8,768,232**	**20.17%**	**$1,765,529**	**21.62%**	**$2,895**	**0.16%**
0108 - NON-DEPARTMENTAL								
01088000 - GENERAL NON DEPARTMENTAL	$155,785	$194,090	$548,723	35.37%	$755,603	65.54%	($561,513)	-74.31%
0108 - NON-DEPARTMENTAL Total	**$155,785**	**$194,090**	**$548,723**	**35.37%**	**$755,603**	**65.54%**	**($561,513)**	**-74.31%**
0109 - USE OF FUND BALANCE								
01099000 - USE OF FUND BALANCE	$12,254	$12,254	$40,182	30.50%	$0	0.00%	$12,254	0.00%
0109 - USE OF FUND BALANCE Total	**$12,254**	**$12,254**	**$40,182**	**30.50%**	**$0**	**0.00%**	**$12,254**	**0.00%**
Grand Total	**$2,770,739**	**$7,448,449**	**$43,096,629**	**17.28%**	**$7,727,947**	**18.99%**	**($279,498)**	**-3.62%**

002 - WATER/SEWER UTILITY FUND
AS OF DECEMBER 31, 2024

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue							
53 - FINES & FEES	$1,435	$4,000	35.88%	$1,610	40.25%	($175)	-10.87%
54 - INTERGOV REVENUES	(0)	600	0.00%	0	0.00%	0	0.00%
55 - INTEREST	94,720	105,100	90.12%	102,200	597.66%	(7,480)	-7.32%
57 - CHARGES FOR SERVICES	3,818,371	22,670,060	16.84%	3,568,321	16.94%	250,050	7.01%
59 - OTHER SOURCES	8,601	67,777	12.69%	9,173	12.96%	(572)	-6.24%
Revenue Total	**$3,923,126**	**$22,847,537**	**17.17%**	**$3,681,304**	**17.40%**	**$241,823**	**6.57%**
Expense							
60 - SALARY AND BENEFITS	$440,539	$2,485,758	17.72%	$453,279	19.27%	($12,740)	-2.81%
72 - SUPPLIES & MATERIALS	44,470	635,274	7.00%	44,667	6.33%	(197)	-0.44%
73 - CONTRACT & PROF SVCS	3,030,880	11,022,103	27.50%	1,919,526	18.93%	1,111,353	57.90%
74 - MAINT & REPAIR SVCS	38,127	426,800	8.93%	51,045	13.03%	(12,918)	-25.31%
75 - UTILITIES	34,445	103,352	33.33%	12,084	9.73%	22,361	185.05%
77 - DEBT SERVICES	0	0	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	696,548	8,036,192	8.67%	725,749	8.62%	(29,202)	-4.02%
79 - OTHER FINANCING USES	1,427	22,250	6.41%	1,673	11.58%	(247)	-14.74%
Expense Total	**$4,286,435**	**$22,731,729**	**18.86%**	**$3,208,024**	**14.48%**	**$1,078,411**	**33.62%**
Net Income (Loss)	**($363,309)**	**$115,808**		**$473,279**			

	FY 25 BUDGET
UNAUDITED BEGINNING FUND BALANCE	**$ 11,663,932**
UNAUDITED ENDING FUND BALANCE	**$ 11,779,739**

FUND BALANCE RESERVE REQUIREMENT	
% of Fund Balance to Expense Ratio	51.8%
# of Days Coverage	189
Reserve Minimum $$ (90 Days)	$ 5,605,084
Reserve Maximum $$ (150 Days)	$ 9,341,807
Excess over Maximum $$	**$ 2,437,932**

UTILITY CIP FUNDS
AS OF DECEMBER 31, 2024

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
017 - UTILITY CAPITAL PROJECTS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$5,250,000	0.00%	$0	0.00%	($0)	0.00%
Expense	$170,930	$8,947,269	1.91%	$330,960	4.23%	($160,030)	-48.35%
Net Income (Loss)	**($170,930)**	**($3,697,269)**		**($330,960)**			

BEGINNING FUND BALANCE	**$ 3,693,449**
UNAUDITED ENDING FUND BALANCE	**$ 3,522,519**

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
018 - UTILITY METER REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$0	0.00%	$0	0.00%	$0	0.00%
Expense	$0	$0	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$0**	**($0)**		**($0)**			

BEGINNING FUND BALANCE	**$ 1,500,000**
ENDING FUND BALANCE	**$ 1,500,000**

010 - HOTEL TAX FUND
AS OF DECEMBER 31, 2024

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue							
51 - SALES & OTHER TAXES	$197,757	$923,000	21.43%	$177,511	19.88%	$20,246	11.41%
55 - INTEREST	0	0	0.00%	0	0.00%	0	0.00%
59 - OTHER SOURCES	411	0	0.00%	0	0.00%	411	0.00%
Revenue Total	**$198,168**	**$923,000**	**21.47%**	**$177,511**	**19.87%**	**$20,657**	**11.64%**
Expense							
60 - SALARY AND BENEFITS	$3,174	$102,585	3.09%	$19,517	20.84%	($16,343)	-83.74%
72 - SUPPLIES & MATERIALS	0	7,658	0.00%	0	0.00%	0	0.00%
73 - CONTRACT & PROF SVCS	150,147	644,459	23.30%	253,628	36.22%	(103,482)	-40.80%
76 - CAPITAL OUTLAY	$0	$1,425,000	0.00%	$0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	15,059	60,236	25.00%	8,904	25.00%	6,155	69.13%
79 - OTHER FINANCING USES	0	2,995	0.00%	0	0.00%	0	0.00%
Expense Total	**$168,379**	**$2,242,933**	**7.51%**	**$282,050**	**33.64%**	**($113,670)**	**-40.30%**
Net Income (Loss)	**$29,788**	**($1,319,933)**		**($104,539)**			

UNAUDITED BEGINNING FUND BALANCE	**$ 4,590,087**
UNAUDITED ENDING FUND BALANCE	**$ 4,619,875**

012 - ECONOMIC DEVELOPMENT
AS OF DECEMBER 31, 2024

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue							
51 - SALES & OTHER TAXES	$263,015	$3,280,407	8.02%	$259,305	7.66%	3,710	1.43%
55 - INTEREST	5,370	0	0.00%	19,228	0.00%	(13,857)	-72.07%
59 - OTHER SOURCES	10,900	0	0.00%	0	0.00%	10,900	0.00%
Revenue Total	**$279,285**	**$3,280,407**	**8.51%**	**$278,533**	**8.23%**	**$752**	**0.27%**
Expense							
60 - SALARY AND BENEFITS	$110,939	$634,791	17.48%	$99,251	17.64%	11,689	11.78%
72 - SUPPLIES & MATERIALS	10,768	150,122	7.17%	6,104	7.48%	4,664	76.41%
73 - CONTRACT & PROF SVCS	163,654	773,971	21.14%	18,150	3.30%	145,504	801.67%
74 - MAINT & REPAIR SVCS	7,964	84,600	9.41%	3,669	4.29%	4,295	117.05%
75 - UTILITIES	8,567	23,200	36.93%	6,035	26.01%	2,532	41.96%
76 - CAPITAL OUTLAY	0	0	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	61,729	784,865	7.86%	38,915	5.60%	22,814	58.63%
79 - OTHER FINANCING USES	275,655	2,365,280	11.65%	99,465	4.16%	176,190	177.14%
Expense Total	**$639,276**	**$4,816,829**	**13.27%**	**$271,588**	**6.05%**	**$367,688**	**135.38%**
Net Income (Loss)	**($359,991)**	**($1,536,422)**		**$6,945**			

UNAUDITED BEGINNING FUND BALANCE	**$ 7,273,816**
UNAUDITED ENDING FUND BALANCE	**$ 6,913,825**

015 - DRAINAGE FUND
AS OF DECEMBER 31, 2024

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue							
55 - INTEREST	$0	$0	0.00%	$0	0.00%	0	0.00%
57 - CHARGES FOR SERVICES	124,436	1,325,000	9.39%	89,737	11.50%	34,699	38.67%
59 - OTHER SOURCES	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	**$124,436**	**$1,325,000**	**9.39%**	**$89,737**	**11.50%**	**$34,699**	**38.67%**
Expense							
60 - SALARY AND BENEFITS	$0	$20,353	0.00%	$1,726	1.17%	(1,726)	-100.00%
72 - SUPPLIES & MATERIALS	26	16,805	-0.15%	1,988	9.74%	(2,013)	-101.30%
73 - CONTRACT & PROF SVCS	9,833	274,158	3.59%	129	0.03%	9,704	7545.61%
74 - MAINT & REPAIR SVCS	0	10,000	0.00%	0	0.00%	0	0.00%
75 - UTILITIES	58	215	26.83%	52	30.70%	6	11.59%
76 - CAPITAL OUTLAY	117,730	953,229	12.35%	124,365	6.48%	(6,635)	-5.33%
78 - TRANSFER TO FUNDS	0	0	0.00%	0	0.00%	0	0.00%
79 - OTHER FINANCING USES	0	5,210	0.00%	0	0.00%	0	0.00%
Expense Total	**$127,595**	**$1,279,970**	**9.97%**	**$128,258**	**5.15%**	**($664)**	**-0.52%**
Net Income (Loss)	**($3,159)**	**$45,030**		**($38,522)**			

BEGINNING FUND BALANCE	**$ 770,200**
ENDING FUND BALANCE	**$ 767,041**

019 - SANITATION FUND
AS OF DECEMBER 31, 2024

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2025 YTD Actual	CURRENT YEAR - FY 2025 Revised Budget	CURRENT YEAR - FY 2025 % of Revised Budget	PRIOR YEAR - FY 2024 PY-YTD Actual	PRIOR YEAR - FY 2024 % of Revised Budget	COMPARISON Variance PY-YTD $$	COMPARISON YTD Variance %
Revenue							
55 - INTEREST	$0	$500	0.00%	$0	0.00%	0	0.00%
56 - FRANCHISE FEE REV	28,105	230,000	12.22%	64,549	28.06%	(36,444)	-56.46%
57 - CHARGES FOR SERVICES	763,786	4,598,913	16.61%	715,160	16.05%	48,626	6.80%
59 - OTHER SOURCES	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	**$791,891**	**$4,829,413**	**16.40%**	**$779,708**	**16.64%**	**$12,182**	**1.56%**
Expense							
60 - SALARY AND BENEFITS	$56,374	$335,898	16.78%	$69,584	22.30%	(13,210)	-18.98%
72 - SUPPLIES & MATERIALS	6,185	21,535	28.72%	2,624	14.93%	3,561	135.73%
73 - CONTRACT & PROF SVCS	789,270	4,229,430	18.66%	682,371	16.67%	106,899	15.67%
74 - MAINT & REPAIR SVCS	0	10,500	0.00%	0	0.00%	0	0.00%
75 - UTILITIES	0	356	0.00%	91	25.62%	(91)	-100.00%
76 - CAPITAL OUTLAY	0	0	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	4,728	218,914	2.16%	4,426	2.03%	302	6.83%
79 - OTHER FINANCING USES	304	1,450	20.99%	333	55.44%	(28)	-8.52%
Expense Total	**$856,862**	**$4,818,083**	**17.78%**	**$759,428**	**16.33%**	**$97,433**	**12.83%**
Net Income (Loss)	**($64,971)**	**$11,330**		**$20,280**			

	FY 25 REVISED
UNAUDITED BEGINNING FUND BALANCE	**$ 1,325,961**
UNAUDITED ENDING FUND BALANCE	**$ 1,337,290**
FUND BALANCE RESERVE REQUIREMENT	
% of Fund Balance to Expense Ratio	27.8%
# of Days Coverage	101
Reserve Minimum $$ (90 Days)	$ 1,188,020
Reserve Maximum $$ (150 Days)	$ 1,980,034
Amount needed to reach maximum	**$ 642,744**

456 - FIELDHOUSE
AS OF DECEMBER 31, 2024

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue							
53 - FINES & FEES	$0	$0	0.00%	$0	0.00%	0	0.00%
57 - CHARGES FOR SERVICES	177,713	1,443,700	12.31%	147,353	10.62%	30,359	20.60%
58 - TRANSFER FROM FUNDS	0	537,950	0.00%	0	0.00%	0	0.00%
59 - OTHER SOURCES	71,038	159,000	44.68%	8,682	5.09%	62,356	718.24%
Revenue Total	**$248,751**	**$2,140,650**	**11.62%**	**$156,035**	**7.44%**	**$92,716**	**59.42%**
Expense							
60 - SALARY AND BENEFITS	$114,454	$631,291	18.13%	$112,507	19.63%	1,947	1.73%
72 - SUPPLIES & MATERIALS	8,515	287,695	2.96%	31,515	10.78%	(23,000)	-72.98%
73 - CONTRACT & PROF SVCS	34,503	412,144	8.37%	49,978	11.21%	(15,475)	-30.96%
74 - MAINT & REPAIR SVCS	11,952	48,754	24.52%	7,401	16.54%	4,552	61.50%
75 - UTILITIES	17,751	115,863	15.32%	6,244	5.27%	11,507	184.29%
77 - DEBT SERVICES	0	538,450	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	0	0	0.00%	975	25.00%	(975)	-100.00%
79 - OTHER FINANCING USES	0	2,450	0.00%	70	2.84%	(70)	-100.00%
Expense Total	**$187,175**	**$2,036,647**	**9.19%**	**$208,689**	**10.33%**	**($21,514)**	**-10.31%**
Net Income (Loss)	**$61,575**	**$104,003**		**($52,654)**			

UNAUDITED BEGINNING FUND BALANCE	**$ (2,031,330)**
UNAUDITED ENDING FUND BALANCE	**$ (1,844,155)**

SPECIAL REVENUE FUNDS
AS OF DECEMBER 31, 2024

008 - COMPREHENSIVE SELF INSURANCE	CURRENT YEAR - FY 2025 YTD Actual	Revised Budget	% of Revised Budget	PRIOR YEAR - FY 2024 PY-YTD Actual	% of Revised Budget	COMPARISON Variance PY-YTD $$	YTD Variance %
Revenue	$140,624	$560,025	25.11%	$139,885	24.96%	$739	0.53%
Expense	$541,167	$585,000	92.51%	$437,049	74.71%	$104,119	23.82%
Net Income (Loss)	**($400,543)**	**($24,975)**		**($297,164)**			
BEGINNING FUND BALANCE	**$ 553,370**						
UNAUDITED ENDING BALANCE	**$ 152,827**						

011 - ARTS FUND	CURRENT YEAR - FY 2025 YTD Actual	Revised Budget	% of Revised Budget
Revenue	$451	$138,450	0.33%
Expense	$0	$50,000	0.00%
Net Income (Loss)	**$451**	**$88,450**	
BEGINNING FUND BALANCE	**$ -**		
UNAUDITED ENDING BALANCE	**$ 451**		

013 - GRANTS AND DONATIONS	CURRENT YEAR - FY 2025 YTD Actual	Revised Budget	% of Revised Budget	PRIOR YEAR - FY 2024 PY-YTD Actual	% of Revised Budget	COMPARISON Variance PY-YTD $$	YTD Variance %
Revenue	$477	$222,461	0.21%	$509	0.12%	($32)	-6.23%
Expense	$16,437	$339,025	4.85%	$12,794	2.59%	$3,642	28.47%
Net Income (Loss)	**($15,959)**	**($116,564)**		**($12,285)**			
BEGINNING FUND BALANCE	**$ 438,180**						
UNAUDITED ENDING BALANCE	**$ 422,221**						

SPECIAL REVENUE FUNDS
AS OF DECEMBER 31, 2024

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
033 - TAX INCREMENT FINANCING FUND	**YTD Actual**	**Revised Budget**	**% of Revised Budget**	**PY-YTD Actual**	**% of Revised Budget**	**Variance PY-YTD $$**	**YTD Variance %**
Revenue	$159,085	$172,198	92.38%	$139,137	143.50%	$19,947	0.00%
Expense	$0	$2,750	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$159,085**	**$169,448**		**$139,137**			
BEGINNING FUND BALANCE	**$ 649,071**						
UNAUDITED ENDING BALANCE	**$ 808,156**						

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
041 - ONE TIME PROJECTS	**YTD Actual**	**Revised Budget**	**% of Revised Budget**	**PY-YTD Actual**	**% of Revised Budget**	**Variance PY-YTD $$**	**YTD Variance %**
Revenue	$0	$0	0.00%	$0	0.00%	$0	0.00%
Expense	$25,705	$250,000	10.28%	$195,922	0.00%	($170,217)	0.00%
Net Income (Loss)	**$25,705**	**$250,000**		**$195,922**			
BEGINNING FUND BALANCE	**$ 923,145**						
UNAUDITED ENDING BALANCE	**$ 897,440**						

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
050 - ASSET FORFEITURE	**YTD Actual**	**Revised Budget**	**% of Revised Budget**	**PY-YTD Actual**	**% of Revised Budget**	**Variance PY-YTD $$**	**YTD Variance %**
Revenue	$72,706	$36,800	197.57%	$1,792,529	4871.00%	($1,719,823)	-95.94%
Expense	$89,310	$566,500	15.77%	$42,802	5.22%	$46,508	108.66%
Net Income (Loss)	**($16,604)**	**($529,700)**		**$1,749,727**			
BEGINNING FUND BALANCE	**$ 3,516,755**						
UNAUDITED ENDING BALANCE	**$ 3,500,151**						

SPECIAL REVENUE FUNDS
AS OF DECEMBER 31, 2024

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
215 - PEG FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$45,000	0.00%	$0	0.00%	$0	0.00%
Expense	$7,811	$50,000	15.62%	$0	0.00%	$7,811	0.00%
Net Income (Loss)	**($7,811)**	**($5,000)**		**($0)**			

BEGINNING FUND BALANCE	$	**54,182**
UNAUDITED ENDING BALANCE	$	**46,371**

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
225 - COURT SECURITY FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$1,607	$8,000	20.09%	$1,923	24.03%	($315)	-16.40%
Expense	$1,536	$0	0.00%	$0	0.00%	$1,536	0.00%
Net Income (Loss)	**$72**	**$8,000**		**$1,923**			

BEGINNING FUND BALANCE	$	**66,970**
UNAUDITED ENDING BALANCE	$	**67,042**

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
230 - JUVENILE CASE MGR	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$1,720	$8,000	21.50%	$2,097	26.22%	($378)	-18.00%
Expense	$461	$7,500	6.14%	$0	0.00%	$461	0.00%
Net Income (Loss)	**$1,259**	**$500**		**$2,097**			

BEGINNING FUND BALANCE	$	**338**
UNAUDITED ENDING BALANCE	$	**1,597**

SPECIAL REVENUE FUNDS
AS OF DECEMBER 31, 2024

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
235 - COURT TECHNOLOGY	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$1,360	$7,500	18.14%	$1,647	21.96%	($287)	-17.40%
Expense	$0	$250	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$1,360**	**$7,250**					
BEGINNING FUND BALANCE	**$ 55,450**						
UNAUDITED ENDING BALANCE	**$ 56,810**						

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
758 - AMERICAN RESCUE PLAN	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$57,549	$0	0.00%	$50,464	0.00%	$7,085	14.04%
Expense	$58,299	$918,214	6.35%	$272,504	7.19%	($214,205)	-78.61%
Net Income (Loss)	**($751)**	**($918,214)**		**($222,041)**			
BEGINNING FUND BALANCE	**$ 1,251,533**						
UNAUDITED ENDING BALANCE	**$ 1,250,782**						

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF DECEMBER 31, 2024

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
005 - DEBT SERVICE FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$701,530	$1,515,556	46.29%	$766,432	51.64%	($64,902)	-8.47%
Expense	$0	$1,486,056	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$701,530**	**$29,500**		**$766,432**			
BEGINNING FUND BALANCE	**$ 655,835**						
UNAUDITED ENDING BALANCE	**$ 1,357,365**						

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
020 - STREET CIP	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$100,000	0.00%	$0	0.00%	$0	0.00%
Expense	$69,069	$154,486	44.71%	$614,837	45.05%	($545,768)	-88.77%
Net Income (Loss)	**$69,069**	**($54,486)**		**($614,837)**			
BEGINNING FUND BALANCE	**$ 60,885**						
UNAUDITED ENDING BALANCE	**$ (8,184)**						

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
024 - PARK CAPITAL IMPROVEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$0	0.00%	$0	0.00%	$0	0.00%
Expense	$0	$3,484,054	0.00%	$1,240,056	20.38%	($1,240,056)	-100.00%
Net Income (Loss)	**$0**	**($3,484,054)**		**$1,240,056**			
BEGINNING FUND BALANCE	**$ 3,556,115**						
UNAUDITED ENDING BALANCE	**$ 3,556,115**						

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF DECEMBER 31, 2024

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
025 - ALLEY IMPROVEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$200,000	0.00%	$0	0.00%	$0	0.00%
Expense	$0	$461,811	0.00%	$74,981	18.50%	($74,981)	-100.00%
Net Income (Loss)	**$0**	**($261,811)**		**$74,981**			
BEGINNING FUND BALANCE	**$ 299,551**						
UNAUDITED ENDING BALANCE	**$ 299,551**						

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
026 - CAPITAL IMPROVEMENT PROJECTS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$170,246	$0	0.00%	$193,215	0.00%	$0	0.00%
Expense	$11,250	$3,897,200	0.29%	$345,908	-8.46%	$357,158	-103.25%
Net Income (Loss)	**$158,996**	**($3,897,200)**		**$539,122**			
BEGINNING FUND BALANCE	**$ 7,806,264**						
UNAUDITED ENDING BALANCE	**$ 7,965,260**						

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
401 - FURNITURE REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$0	0.00%	$0	0.00%	$0	0.00%
Expense	$0	$25,000	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$0**	**($25,000)**		**$0**			
BEGINNING FUND BALANCE	**$ 80,000**						
UNAUDITED ENDING BALANCE	**$ 80,000**						

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF DECEMBER 31, 2024

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
410 - IT REPLACEMENT	**YTD Actual**	**Revised Budget**	**% of Revised Budget**	**PY-YTD Actual**	**% of Revised Budget**	**Variance PY-YTD $$**	**YTD Variance %**
Revenue	$0	$0	0.00%	$39,302	25.37%	$0	0.00%
Expense	$1,599	$132,275	1.21%	$0	0.00%	$1,599	0.00%
Net Income (Loss)	**$1,599**	**($132,275)**		**$39,302**			
BEGINNING FUND BALANCE	**$ 304,267**						
UNAUDITED ENDING BALANCE	**$ 302,668**						

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
415 - FLEET REPLACEMENT	**YTD Actual**	**Revised Budget**	**% of Revised Budget**	**PY-YTD Actual**	**% of Revised Budget**	**Variance PY-YTD $$**	**YTD Variance %**
Revenue	$266,692	$1,026,814	25.97%	$255,620	25.00%	$0	0.00%
Expense	$18,980	$2,025,918	0.94%	$1,079,599	53.34%	($1,060,619)	100.00%
Net Income (Loss)	**$247,712**	**($999,104)**		**$823,979**			
BEGINNING FUND BALANCE	**$ 2,261,548**						
UNAUDITED ENDING BALANCE	**$ 2,509,259**						

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
420 - SWAT REPLACEMENT	**YTD Actual**	**Revised Budget**	**% of Revised Budget**	**PY-YTD Actual**	**% of Revised Budget**	**Variance PY-YTD $$**	**YTD Variance %**
Revenue	$0	$83,000	0.00%	$0	0.00%	$0	0.00%
Expense	$652	$36,000	1.81%	$1,031	1.37%	($379)	-36.74%
Net Income (Loss)	**($652)**	**$47,000**		**$1,031**			
BEGINNING FUND BALANCE	**$ 11,903**						
UNAUDITED ENDING BALANCE	**$ 11,251**						