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 18, 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 18, 2025.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, February 18, 2025
- First Name, Last Name, and Address

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WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

A. Update presentation on the Dallas County Inland Port Flood Planning Study by Dallas County Commissioner John Wiley Price and Halff Associates. — 6

Presentation on the Dallas County Inland Port Flood Planning Study

B. The City Council will receive a briefing on Hydromax USA's valve and hydrant maintenance services, discuss the information, and provide direction if necessary. — 7

Valve and Hydrant Maintenance Briefing

C. Briefing on 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. — 8 - 28

Toyota Property

EXECUTIVE SESSION

1. City Council shall convene into closed executive session pursuant to Section 551.072, 551.087 and 551.071 to deliberate (1) the purchase, exchange, lease, or value of real properties, being located north and west of SH 67, east of Main Street, and south of Camp Wisdom Rd; and (2) an offer to sell or purchase real property located on Wheatland Road, west of SH 67 and east of Cedar Ridge Drive, to deliberate an offer and consider an economic development incentive regarding such land; and to seek legal advice from City Attorney regarding such real property and incentive. — 29 - 30

Executive Session - Real Property

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 - Pastor Chris Gutierrez with Arise Church
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 31 - 32

Proclamation for CTE 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 below City Council Regular and Special Meetings. 33 - 43

City Council - 21 Jan 2025 - Minutes
Special Called Meetings - 04 Feb 2025 - Minutes
City Council - 04 Feb 2025 - Minutes

B. Consider a Resolution authorizing an option(s) for a sole source procurement and agreement with ASTERRA USA for satellite leak detection and field investigation services for a one-year term, with the option to renew for up to four additional one-year terms, for a total contract amount not to exceed $300,000.00 over the five years, subject to the appropriation of funding and exercise of renewal by City Council. 44 - 48

Satellite Leak Detection and Field Investigation with ASTERRA USA

C. Consider a Resolution awarding bids and authorizing cooperative purchasing agreements with Blagg Tire Wholesale, The Goodyear Tire & Rubber Company, Southern Tire Mart LLC, and T&W Tire, LLC, for tires, tubes, supplies, and equipment through BuyBoard Contract #729- 49 - 319

24 and Duncanville Tire, for a one-year term with the option to renew for up to four additional one-year terms, not exceeding a total contract amount of $250,000.00 per vendor over the five years, subject to the exercise of contract renewals and City Council appropriation.

Tires and Related Services Purchases

D. Consider a Resolution authorizing an expenditure not to exceed $175,000 with Tyler Technologies Incorporated, for Annual Software Support and Maintenance. 320 - 369

Tyler Technologies, Incorporated - Software System Annual Renewal

E. Consider a resolution awarding RFP 25-0002 Towing and Impoundment Services, and authorizing an indefinite-delivery/indefinite-quantity master services agreement(s) with the firms outlined in Exhibit A to provide the contracted services of the City's towing, storage, and recovery services, from February 18, 2025, through February 17, 2030, not exceeding a total contract amount per firm of $250,000.00 over the potential five-year period. 370 - 476

Towing and Impoundment Services

F. Consider a resolution requesting the procurement of New In Blue ticket writing and Review The Blue rating Software and authorizing an expenditure in the amount not to exceed $84,000.00 for the initial year from the Federal Asset Forfeiture Fund. Subsequent years of expenditures will be placed in the Police Department's operating budget with an expenditure amount not to exceed $24,000.00. 477 - 552

New In Blue - Ticket Writing

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

B. 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. 553 - 575

Toyota Property

6. STAFF AND BOARD REPORTS

A. City Council to receive a briefing on proposed Charter amendment(s) 576 - 577

City Council Briefing on Proposed Charter Amendment

B. Receive Police Department 2024 Racial Profiling Report. 578 - 623

2024 Racial Profiling Report

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, February 13, 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 - 18 Feb 2025

TITLE:
Update presentation on the Dallas County Inland Port Flood Planning Study by Dallas County Commissioner John Wiley Price and Halff Associates.

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
Shahad Mohammed, Assistant Director of Public Works

BACKGROUND/HISTORY:
Dallas County Commissioner Price and Halff Associates will provide a briefing on the Dallas County Inland Port Flood Planning Study. This briefing will specifically focus on updates to the scope of work related to the City of Duncanville. The discussion will cover the project objectives, potential impacts on the city's infrastructure, coordination efforts, project timeline, and the next steps.

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 - 18 Feb 2025

TITLE:
The City Council will receive a briefing on Hydromax USA's valve and hydrant maintenance services, discuss the information, and provide direction if necessary.

Vision Statement:

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STAFF RESPONSIBLE:
Matt Bryant, Director of Public Works

BACKGROUND/HISTORY:
The Utilities Division of Public Works seeks to partner with Hydromax USA ("Hydromax") to enhance our valve and hydrant maintenance efforts. Hydromax will collaborate with us to develop a comprehensive assessment and maintenance program that addresses our city's unique needs. This initiative will feature a thorough inventory and mapping of all valves and fire hydrants, along with access to a web-based platform for tracking our data. Partnering with Hydromax for these services will significantly enhance the Utilities Division's operational efficiency.

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

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 18 Feb 2025

TITLE:
Briefing on 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:

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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 zoning designation for the subject property is General Office/Retail (GOR). Within this zoning designation, a hotel requires approval of a Specific Use Permit (SUP). The Comprehensive Plan future land use recommendation for this property is retail/commercial. According to the Comprehensive Plan, retail/commercial establishments have goods for purchase by the public and generate sales tax revenue. Retail uses require high visibility locations such as along arterial roadways. Examples of retail uses include clothing stores, dry cleaners, and branch banks. Commercial uses are more intense than retail establishments, yet they also provide goods and services for the public. Examples of commercial establishments include hotels, restaurants, and big box retailers. Thus, the proposed use of Residence Inn, a Marriott brand, for the first development phase would align with the recommendations of the current adopted Comprehensive Plan.

According to the Purchase Sale Agreement, the property will not be sold to the buyer until there is a mutually acceptable redevelopment plan for the entire site. The plan must obtain City Council approval. The buyer has 180 days to assemble a master redevelopment plan for the parcel and present it to the city for consideration and approval.

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. Other actions as directed by Council.

ATTACHMENTS:
Duncanville.PSA.KKMDInvestments LLC 4923-2335-4650 v.1

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"); and, subject to the deed restrictions for nonpermitted uses on the Property as set forth herein.

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;

3.310. As a condition precedent to the closing, the developer shall provide a Development Plan for the entire site, obtain the necessary zoning or land use regulation(s) necessary to use, construct, and maintain the property; and, agree to a list of non-permitted uses as deed restrictions to the Property which are as follows:

a. single family residential uses
b. live-work units
c. multi-family residential uses
d. any industrial uses
e. any manufacturing use
f. assisted living
g. drive thru (only)
h. home occupation

i. adult day services
j. child care facilities
k. community center
l. driving school
m. local utility distribution lines
n. medical clinic or office or facility
o. place of worship
p. public facility, use or utility
q. school, primary or secondary (public or private)
r. wireless communication tower
s. country club
t. park, public or private
u. appliance rental and repair
v. funeral home
w. pawn shop
x. personal care
y. plumbing shop
z. postal mart
aa. retail convenience store w and w/o restaurant)
bb. sign
cc. tattoo
dd. tobacco
ee. animal services
ff. furniture repair
gg. laundry
hh. laundry mat
ii. sign manufacturing
jj. auto repair
kk. car wash
ll. fuel station
mm. parking lot

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") with agreed to deed restrictions as set forth herein; 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. <u>Seller's Covenants</u>.

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 - 18 Feb 2025

TITLE:
City Council shall convene into closed executive session pursuant to Section 551.072, 551.087 and 551.071 to deliberate (1) the purchase, exchange, lease, or value of real properties, being located north and west of SH 67, east of Main Street, and south of Camp Wisdom Rd; and (2) an offer to sell or purchase real property located on Wheatland Road, west of SH 67 and east of Cedar Ridge Drive, to deliberate an offer and consider an economic development incentive regarding such land; and to seek legal advice from City Attorney regarding such real property and incentive.

Vision Statement:

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

Pillar:

- **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

BACKGROUND/HISTORY:
City Council shall convene into closed executive session pursuant to Section 551.072, 551.087 and 551.071 to deliberate (1) the purchase, exchange, lease, or value of real properties, being located north and west of SH 67, east of Main Street, and south of Camp Wisdom Rd; and (2) an offer to sell or purchase real property located on Wheatland Road, west of SH 67 and east of Cedar Ridge Drive, to deliberate an offer and consider an economic development incentive regarding such land; and to seek legal advice from City Attorney regarding such real property and incentive.

POLICY EXPLANATION:
City Council shall convene into closed executive session pursuant to Section 551.072, 551.087 and 551.071 to deliberate (1) the purchase, exchange, lease, or value of real properties, being located north and west of SH 67, east of Main Street, and south of Camp Wisdom Rd; and (2) an offer to sell or purchase real property located on Wheatland Road, west of SH 67 and east of Cedar Ridge Drive, to deliberate an offer and consider an economic development incentive regarding such land; and to seek legal advice from City Attorney regarding such real property and incentive.

FUNDING SOURCE:

ORG and Object Number
NA

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 - 18 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 18th day of February 2025.

Mayor, The City of Duncanville

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Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, January 21, 2025

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, January 21, 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 Don McBurnett
Mayor Pro Tem Jeremy Koontz
Councilmember Karen Cherry-Brown
Mayor Greg Contreras
Councilmember Kyle Pennebaker

COUNCIL ARRIVING AT:

COUNCIL ABSENT: Councilmember Joe Veracruz

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 7:01 p.m.

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

A. ***Life School Project Update***
Presented by Economic Development Director Victor Barrera.

B. ***City Council to receive a briefing on the current Municipal Materials Management Agreement for Solid Waste, Recycling, Bulky Waste and Brush Collection and Transport Services; provide direction to staff to begin the process for renewal or a new contract for September 2026.***
Presented by Assistant Utilities Superintendent David Dunn.

C. ***City Council to receive a briefing on the 2025 Project Roadmap***
Presented by Project Manager Angel Deal.

EXECUTIVE SESSION

The Executive Session was called into session at 8:58 p.m. and Mayor Contreras read the items into record.

The Council closed the Executive Session at 9:55 p.m.

1. ***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 I20, west of Cockrell Hill Rd., and north of Wheatland Rd., and pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same.***
2. ***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***

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the Texas Government Code, to seek legal advice from the City Attorney on the same topic.

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

Councilmember McBurnett delivered the Invocation.

Mayor Contreras led the Pledge of Allegiance and Texas Pledge.

1. REPORTS

A. ***Mayor's Report.***

Mayor Contreras thanked the Chamber of Commerce for their work in putting together the Celebrate Duncanville event last Thursday. He thanked the council for participating in the State of the City video and Alex Hamby and Francisco Ramos for putting the video together.

B. ***Councilmembers' Reports***

Mayor Pro Tem Koontz informed everyone that the Chess Club at the Library began last week. It is for all levels. He encouraged citizens to take advantage of the programs at the library. He also spoke of taking part in the Texas Wildlife Advisory Committee and he highlighted the state parks and encouraged citizens to visit them. Councilmember Pennebaker informed everyone the Recreation Center membership drive is going on now and that the Master Plan Update Survey has been extended to February 28th. He encouraged all to participate. Councilmember Gooden thanked Mayor Contreras for including the council in the State of the City video. She then congratulated this year's Woman of the Year Karen Contreras. Councilmember McBurnett requested extra time. He then praised Karen Contreras for receiving the Woman of the Year Award. He then read the obituary for Robert (Bob) Lee who had 39 years of service to the City of Duncanville.

Mayor Pro Tem Jeremy Koontz made a motion to allow Councilmember McBurnett to extend his time, Councilmember At-Large DeMonica Gooden seconded the motion. The vote was cast 6 for, 0 against, with Councilmember Joe Veracruz absent.

C. ***City Manager's Report.***

City Manager Finch complimented the staff on the team preparation for the ice storm by staying in their office overnight to ensure citizen needs were met.

2. PROCLAMATIONS AND PRESENTATIONS

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:

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- 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. The following spoke during the Citizens Input Period:

Chandler Magann
1118 Bradley Dr.
fire hazard mulch piles

Donald Smith
302 N. Hastings St
Purchase of Ben Franklin

4. CONSENT AGENDA

A. ***Consider the Minutes of the December 17, 2024, City Council Regular December 5th, and December 17th 2024 Special Meetings.***

B. ***Consider an Ordinance providing for the appointment and contracts for a Presiding Municipal Court Judge and Associate Municipal Court Judges for the Municipal Court of Duncanville; authorizing the Mayor to execute said contracts; and authorizing funding from the General Fund for said contracts.***

ORD 2534

C. ***Consider a Resolution confirming the City Manager's appointment of Christopher Shaw (serve 1 year term) and Steven Flanagan (serve 3 year term) as members of the City of Duncanville Civil Service Commission.***

RES 2025-408

D. ***Council to approve of the Conservation Fund Policy.***
Councilmember Gooden requested to remove the word increasing from a section of the policy and to update the rate.

RES 2025-410

E. ***Consider a Resolution authorizing the award of RFP #18-107 for the Official Newspaper Designation to Rambler Texas Media, without a competitive process as allowed by Texas Government Code 252.022 (16), in the annual amount not to exceed $16,000, for an initial one-year period, with the option to extend the agreement for two (2) additional one-year periods with not-to-exceed expenditure amount of $48,000.00.***

RES 2025-405

F. ***Consider a Resolution authorizing Change Order 1 for the FY23 Pipebursting Project in an expenditure amount of $59,429.15, not exceeding a total contract amount of $507,693.65.***

RES 2025-401

G. ***Consider a Resolution authorizing the City Manager to execute Change Order 1 in an expenditure amount of $66,375.00 for the FY22 Pipebursting Project with Vortex Companies, LLC, using the previously authorized contingency of $99,999.63, not exceeding a total contract amount of $1,099,995.88.***

RES 2025-400

H. ***Consider a Resolution awarding a bid and authorize a cooperative purchasing agreement with Siddons-Martin Emergency Group for fire engine parts and repair services through Houston-Galveston Area***

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Council Contract FS12-23 for a one-year term with the option to renew for up to four additional one-year terms in an estimated expenditure amount not to exceed $1,105,127.00 over the five years, subject to the exercise of contract renewal and City Council appropriation.

RES 2025-402

I. ***Consider a Resolution awarding RFQ 24-0028 Stormwater Management Services to Freese and Nichols, Inc. through the City's competitive qualifications process for stormwater management program services and authorizing a contract for a one-year term with the option to renew for up to four additional one-year terms for a total contract amount not to exceed $395,507.00, subject to the exercise of contract renewals and City Council appropriation.***

RES 2025-403

J. ***Consider a Resolution awarding RFQ 25-0001 On-Call Traffic Engineering Services and authorizing indefinite-delivery/indefinite-quantity master service agreements with the firms outlined in Exhibit A to provide traffic engineering services to the City of Duncanville for a one-year term with the option to renew for up to four additional one-year terms, not exceeding a total contract amount of $300,000.00 per firm over the three years, subject to the exercise of contract renewals and City Council appropriation.***

RES 2025-406

K. ***Consider adopting the Complete Streets Policy.***
Mayor Contreras asked if this policy would help move the Danieldale project forward. City Manager Finch stated this will help us with grant opportunities.

RES 2025-411

L. ***Consider Resolution 2025-407 to accept the Dog Park Master Plan.***

RES 2025-407

M. ***Wheatland Plaza PD Amendment***

ORD 2535

N. ***Consider a Resolution to authorize a contract with CentralSquare Technologies for the management of residential and business alarm services.***

RES 2025-409

Councilmember Don McBurnett made a motion to approve the consent agenda, Councilmember Karen Cherry-Brown seconded the motion. The vote was cast 6 for, 0 against, with Councilmember Joe Veracruz absent.

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

B. ***Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to Succeed Forever Community Transformation in an amount not to exceed $7,950 for exterior signage for The Outlet Thrift Store located at 914 S. Cedar Ridge Drive, Duncanville, Texas 75137***
Presented by Economic Development Coordinator Marcela Perez. Applicant Emily Dock was available to answer questions. Councilmembers Cherry-Brown and Gooden thanked the applicant for bringing her business to Duncanville.

RES 2025-404

Draft

Mayor Pro Tem Jeremy Koontz made a motion to approve the item as stated, Councilmember Don McBurnett seconded the motion. The vote was cast 6 for, 0 against, with Councilmember Joe Veracruz absent.

C. ***Consider a Resolution that authorizes the City Manager to execute the Purchase and Sale Agreement (PSA) of 302 N. Main Street, along with the closing documents and any other necessary paperwork, following approval as to form by the City Attorney and establishing an effective date.***

Presented by Victor Barrera. Councilmember Gooden asked where the funds for the purchase of this property coming from. Mr. Barrera stated we would like the funds to come from the sale of real estate. Mayor Pro Tem Koontz commented that the purchase of this building is to protect the assets and have some opportunity to preserve the building's character and promote strategic investment in Main Street.

RES 2025-412

Councilmember At-Large DeMonica Gooden made a motion to approve the item as stated, Councilmember Karen Cherry-Brown seconded the motion. The vote was cast 6 for, 0 against.

6. STAFF AND BOARD REPORTS

A. ***Present a report to City Council for the Special Event - 2024 Holiday Lights in the Park and Parade***

Presented by Executive Liaison Sofine Lewis and Event Manager Devon Handley. Councilmembers Gooden, McBurnett, and Mayor Contreras congratulated them on a well-done event. City Manager Finch complemented Ms. Lewis and Ms. Handley on a well-organized event.

B. ***Report on the American Rescue Plan Act (ARPA) Funds and Projects***

Presented by Budget Administrator Jennifer Otey. Mayor Pro Tem Koontz asked it all funded have been used for the purpose intended. Ms. Otey stated all funds were used including the money received from interest from investments and grants received.

C. ***Receive a presentation summarizing the Police Department and Neighborhood Services collaboration of a neighborhood sweep in the Candlelight Subdivision.***

Presented by Police Lieutenant Chad Berger, Assistant Public Works Director Shahad Mohammad, and Neighborhood Services Officers Joseph Scott and Lawrence Bass.

D. ***Present the Police Department's Quarterly Report.***

Presented by Police Chief Matt Stogner.

Mayor Contreras recessed the Regular Session to convene into Executive Session at 8:52 pm.

Mayor Contreras reconvened the Regular Session at 9:56 pm.

ADJOURNMENT

The meeting was adjourned at 9:56 p.m.

ATTEST:

_____

CITY SECRETARY

Draft

Duncanville Special Called Meeting Minutes
Tuesday, February 4, 2025

CALL TO ORDER

A special meeting of the Duncanville City Council was called to order on Tuesday, February 4, 2025, at 5:00 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:

RECEIVE PUBLIC COMMENTS

No public comments

1. DISCUSSION

A. ***Receive a presentation from the Chairman of the Arts Commission on the creation of the Duncanville Arts and Cultural District. Council discussion on the proposed cultural district, and direction if needed.***

Arts Commission Chair Ron Thompson gave a presentation on the parameters and qualifications to apply for the cultural district designation. Mayor Pro Tem Koontz stated he reviewed the cultural district application and compared it to other Texas cities that have received the designation. He then stated most of these cities started with the downtown area. Mayor Contreras spoke on cultural corridors and requested more information on them. The council agreed on naming the cultural district Armstrong Park Cultural District. The proposed boundaries were discussed and the council agreed it should be expanded in the future if the designation is approved.

ADJOURNMENT

The meeting was adjourned at 5:58 p.m.

ATTEST:

_____
CITY SECRETARY

Draft

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, February 4, 2025

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, February 4, 2025, at 6:02 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

A. ***City Council to receive a briefing on police software, New in Blue.***
Presented by Police Chief Matt Stogner and Mike Wilson with New In Blue.

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.***
Presented by Public Works Director Matt Bryant and Andy Puentes, Sales Representative with Asterra USA.

EXECUTIVE SESSION

Mayor Contreras recessed the Briefing Session at 6:50 p.m. for the City Council to convene into Executive Session.

Mayor Contreras closed the Executive Session at 7:06 p.m. and reconvened the Briefing Session.

The Briefing Session was adjourned at 7:09 p.m.

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.***

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 Regular Session in the Council Chambers at 7:17 p.m. with Mayor Contreras presiding.

Councilmember Veracruz delivered the Invocation.

Mayor Contreras led the Pledge of Allegiance and Texas Pledge.

1. REPORTS

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A. ***Mayor's Report.***
Mayor Contreras commented he feels good things are coming for the city departments and the council. He thanked everyone for the things to be accomplished.

B. ***Councilmembers' Reports***
Councilmember Cherry-Brown commented that she attended Senator Jasmine Crocket's swearing-in where the Duncanville choir performed. She thanked the mayor for the proclamation she presented to this year's Zulu Queen at the event hosted at the Pelican House. Councilmember McBurnett mentioned many of the events in Duncanville. He informed everyone of the District 2 Town Hall meeting on Thursday, February 27th. He also mentioned the mayor's recent birthday.

C. ***City Manager's Report.***
City Manager Finch thanked the council for participating in the State of the City video. He encouraged everyone to take a look at the new city calendar on the website. He also thanked the public works team for their work on the burst water main today and their work on getting the generator installed at city hall.

2. PROCLAMATIONS AND PRESENTATIONS

A. ***Proclamation for Duncanville ISD Career and Technical Education (CTE) Month***
Read by Councilmember Gooden.

B. ***Proclamation in recognition of Black History Month.***
Read by Mayor Pro Tem Koontz. He also read a poem by Langston Hughes.

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. The following spoke during the Citizens Input Period:

Gail Sliger
1405 S. Main Street
Sale of Toyota property

Thomas Lackey
1818 Seabrook
Cultural District

Emily Bridges (email)
418 Oleander St.

Draft

Library

4. CONSENT AGENDA

A. ***Consider the Minutes for the January 7, 2025, City Council Regular Meeting and January 14, 2025, Joint Meeting.***

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.***

RES 2025-415

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***
City Manager Finch stated the amount for this item should be $46,700.00

RES 2025-413

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.***

RES 2025-414

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.***

RES 2025-416

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

RES 2025-421

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.***

RES 2025-419

Mayor Pro Tem Jeremy Koontz made a motion to approve the consent agenda with the amended amount to item 5C, Councilmember Don McBurnett seconded the motion. The vote was cast 7 for, 0 against.

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

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.***

Draft

Presented by Marketing and Communications Director Alex Hamby. Mayor Contreras commented there was no change to the name Armstrong Park. There was discussion on extending the cultural district in the future. Mayor Pro Tem Koontz stated he is not opposed to establishing a cultural district and would like it to include the downtown area. He does not want us to lose faith in the downtown area. He stated other cities who have established a cultural district started in the downtown area.

RES 2025-423

Councilmember At-Large DeMonica Gooden made a motion to approve the item with the name Armstrong Park Cultural District and establish the boundaries set by the Arts Commission (Armstrong Park and property owned by the city), Councilmember Kyle Pennebaker seconded the motion. The vote was cast 6 for, 1 against (Mayor Pro Tem Jeremy Koontz).

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.***
Mayor Contreras requested an executive session on this item and moved it to item 6C.

D. ***Consider a Resolution approving the contract for third-party operations with Library Systems & Services for the Duncanville Public Library.***
Presented by City Manager Finch. Mayor Contreras and Councilmember Gooden asked questions and clarified items in the contract. Councilmember McBurnett asked Mr. Finch to provide two to three largest benefits. Mr. Finch stated it will provide a bigger network of exposure to other libraries and practices as many employees have only worked in the Duncanville library. This would open the opportunity for new programs and additional expertise in the library. Mayor Pro Tem Koontz commented he would like to have discussions about the vision for the library and would like to delay the transition. Councilmember McBurnett commented that this group would take the load off the city manager.

RES 2025-420

Councilmember Don McBurnett made a motion to approve the item as stated, Mayor Pro Tem Jeremy Koontz seconded the motion. The vote was cast 6 for, 1 against (Mayor Pro Tem Jeremy Koontz).

6. STAFF AND BOARD REPORTS

A. ***Receive the Parks and Recreation Department Quarterly Report***
Presented by Parks and Recreation Director Bart Stevenson.

B. ***Monthly Financial Report as of December 31, 2024***
Presented by Budget Administrator Jennifer Otey.

Mayor Contreras recessed the Regular Session at 8:35 p.m. to convene into Executive Session to consult with the city attorney. The Executive Session convened at 8:42 p.m.

Mayor Contreras closed the Executive Session at 9:22 p.m.

Mayor Contreras reconvened the Regular Session at 9:23 p.m.

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.***
Presented by Economic Development Director Victor Barrera.

TABLED

Draft

Councilmember Joe Veracruz made a motion to table this item with direction from the city council on restricted uses, Councilmember At-Large DeMonica Gooden seconded the motion. The vote was cast 7 for, 0 against.

ADJOURNMENT

The meeting was adjourned at 9:49 p.m.

ATTEST:

_____

CITY SECRETARY

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 18 Feb 2025

TITLE:
Consider a Resolution authorizing an option(s) for a sole source procurement and agreement with ASTERRA USA for satellite leak detection and field investigation services for a one-year term, with the option to renew for up to four additional one-year terms, for a total contract amount not to exceed $300,000.00 over the five years, subject to the appropriation of funding and exercise of renewal by City Council.

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 seeks to partner with ASTERRA USA ("ASTERRA") to significantly improve our leak detection efforts. Currently, limited staff and equipment hinder our ability to locate leaks efficiently, resulting in resource and revenue loss. Utility personnel typically respond to water leaks after they are informed of a significant rupture or when a small leak that has gone undetected finally becomes evident.

ASTERRA has created a patented algorithm for detecting leaks in freshwater distribution networks. This technology identifies areas of interest for further investigation and includes an online dashboard for tracking and scheduling repairs. Using satellite imagery and advanced data collection techniques, this technology aims to pinpoint areas where drinking water is lost due to our aging infrastructure. Furthermore, ASTERRA's agreements with neighboring cities provide Duncanville with significant cost savings by sharing satellite leak detection data among multiple municipalities using a single satellite orbit.

Enhancing our leak detection efforts can lead to several benefits, including:

- Increased leak detection: ASTERRA's technology is expected to improve leak identification, allowing timely repairs.

- Improved resource allocation: More accurate detection will enable personnel to focus on priority areas, optimizing staff and equipment use.
- Reduced water loss: Addressing leaks efficiently can minimize water loss and help recover lost revenue.
- Lower repair costs: Early leak identification may prevent extensive damage, reducing emergency repair costs.
- Better planning: Data from ASTERRA can inform future maintenance and infrastructure upgrades.
- Enhanced customer service: Faster responses to leaks can improve resident satisfaction by minimizing disruptions.

POLICY EXPLANATION:
City Council is requested to approve a contract with ASTERRA totaling $300,000.00. The estimated expenditure amounts per fiscal year are $60,000.00 for FY2024-2025 through FY2028-2029, subject to future appropriations, as outlined below. This authorization should cover all leak detection and field investigation services over the next five years.

FY2024-2025: $60,000.00
FY2025-2026: $60,000.00
FY2026-2027: $60,000.00
FY2027-2028: $60,000.00
FY2028-2029: $60,000.00

FUNDING SOURCE:

ORG and Object Number
02312000-700450 (Water & Sewer Services/Contractual Services)

Available Budget	**Purchase Amount**	**After Encumber**
$316,887.50	$60,000.00	$256,887.50

ACTION ALTERNATIVES:
1. Approve.
2. Disapprove.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - ASTTERRA USA Sole Source Memo
Resolution No. - 2025-425 - Satellite Leak Detection and Field Investigation with ASTERRA USA

Attachment 1

City of Duncanville
203 E. Wheatland Rd
Duncanville, TX 75116
972.780.4900 P | 972.780.4949 F
www.duncanvilletx.gov

Duncanville
City of Champions

Memo

Date	February 18, 2025
To	Mayor and Council
Thru	Douglas Finch, City Manager
Thru	Elton D. Brock, Chief Procurement Officer
From	Matt Bryant, Director of Public Works
Subject	Sole Source for ASTERRA USA // Satellite Leak Detection

Request:

Approve a sole source contract with ASTERRA USA for satellite leak detection and field investigation for a period of one-year with the option for four additional one-year renewals.

Justification:

The Utilities division of Public Works desires to vastly improve its leak detection efforts by contracting with ASTERRA USA to utilize satellite imagery and data collection concepts to identify areas of interest for the loss of drinking water from our aging infrastructure. Under current conditions, limited staff and equipment has prohibited our ability to efficiently find leaks resulting in the loss of resources and revenue. Utilities personnel are commonly reactive to water leaks, resulting in a repair after the mainline has significantly ruptured, or unknown small leak finally surface after traveling the path of least resistance underground for possibly weeks or months.

ASTERRRA USA has developed a unique and patented algorithm for the detection of leaks in freshwater distribution networks to provide their customers with concentrated areas of interest, which we can then have investigated further to pinpoint the exact location of a subsurface water leak. An online dashboard would also be accessible to staff for tracking and scheduling the repair of the leaks identified.

Another benefit to utilizing the services of ASTERRA USA is their existing agreements with numerous neighboring cities. This results in a significant discount for the City of Duncanville, as ASTERRA USA would have the ability provide satellite leak detection data to a group of several cities with a single satellite orbit.

RESOLUTION NO. 2025-425

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN OPTION(S) FOR A SOLE SOURCE PROCUREMENT AND AGREEMENT WITH ASTERRA USA FOR SATELLITE WATERLINE LEAK DETECTION AND FIELD INVESTIGATION SERVICES FOR A ONE-YEAR TERM, WITH THE OPTION TO RENEW FOR UP TO FOUR ADDITIONAL ONE-YEAR TERMS, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $300,000.00 OVER THE FIVE YEARS, SUBJECT TO THE APPROPRIATION OF FUNDING AND EXERCISE OF RENEWAL BY CITY COUNCIL; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville desires to continue its commitment to making infrastructure improvements to the City's utility infrastructure; and

WHEREAS, the Procurement Office has determined that a sole source exception exists under state law; and

WHEREAS, the City Council of Duncanville, TX, desires to authorize an agreement with ASTERRA USA for satellite leak detection and field investigation services via sole source procurement for a one-year term, with the option to renew for up to four additional one-year terms, for a total contract amount not to exceed $300,000.00 over the five years, subject to the exercise of contract renewals and City Council appropriation.

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

SECTION 1. The City Council of Duncanville, Texas, hereby authorizes option(s) for a sole source procurement and agreement with ASTERRA USA for satellite waterline leak detection and field investigation for a one-year term, with the option to renew for up to four additional one-year terms, for a total contract amount not to exceed $300,000.00 over the five years, subject to the appropriation of funding and exercise of renewal by City Council.

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 18th day of February, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 18 Feb 2025

TITLE:
Consider a Resolution awarding bids and authorizing cooperative purchasing agreements with Blagg Tire Wholesale, The Goodyear Tire & Rubber Company, Southern Tire Mart LLC, and T&W Tire, LLC, for tires, tubes, supplies, and equipment through BuyBoard Contract #729-24 and Duncanville Tire, for a one-year term with the option to renew for up to four additional one-year terms, not exceeding a total contract amount of $250,000.00 **per vendor** over the five years, subject to the exercise of contract renewals and City Council appropriation.

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:
Matt Bryant, Director of Public Works

BACKGROUND/HISTORY:
The Equipment Services Division of the Public Works Department is responsible for maintaining, servicing, and repairing City-owned vehicles and equipment. To support its operations, the city procures tires and related services from various retailers. Each year, funds are allocated for the tire and service requirements for vehicle and equipment maintenance.

POLICY EXPLANATION:
City Council is requested to approve five separate agreements with Blagg Tire Wholesale, Duncanville Tire, The Goodyear Tire & Rubber Company, Southern Tire Mart LLC, and T&W Tire, LLC. A multiple-vendor award allows for choice and flexibility in choosing vendors and mitigates the risk of having only one source to rely on for tires and associated services. Services/supplies under these agreements will be ordered as needed based on the agreement terms.

The BuyBoard agreement expires on February 28, 2027. It is expected to be renewed before that date. However, if it is not renewed, staff will request the City Council's approval of new tires and associated services agreements.

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 voluntarily participate in these cooperative arrangements.

Additionally, Staff wishes to establish an agreement with Duncanville Tire, the only local vendor to respond to our request for information on supplying tires to our municipality.

It is estimated that tire expenditures for the remainder of fiscal year 2024-2025 will be approximately $50,000.00.

FUNDING SOURCE:

ORG and Object Number
01066700-700663 (Equipment Services/Vehicle Maintenance)

Available Budget	**Purchase Amount**	**After Encumber**
$117,151.79	$50,000.00	$67,151.79

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove.
3. Other actions as directed by Council.

ATTACHMENTS:

Attachment 1 - Letter to Duncanville Tire Businesses
Attachment 2- Ord. No. 2475 - Procurement of Local Preference
Attachment 3 - Blagg Tire
Attachment 4 - Goodyear
Attachment 5 - Southern Tire Mart
Attachment 6 - T&W Tire
Resolution No. - 2025-428 - Tire Purchases with Exhibit

Attachment 1

Duncanville
City of Champions

January 9, 2025

Re: Local Procurement of Tires

Dear Manager,

The City of Duncanville Equipment Services Division would like to inquire about an opportunity to do business with local tire shops within the City of Duncanville.

Please refer to the questionnaire included with this notice, which is comprised of some standards we would require, as well as some current pricing requests. All eligible responses will be brought to the City Council for approval.

Please respond no later than **5:00 pm on Friday, January 17, 2025**. Eligible responses must include a fully filled out and signed questionnaire. Responses received after 5:00 pm of January 17, 2025 will be ineligible.

Please submit your response in the following manner:

Hand Delivery	**USPS**	**Email**
330 Shady Trail Drive Duncanville, TX 75137	330 Shady Trail Drive Duncanville, TX 75137	Subject Line – **Local Procurement of Tires** breanna.davis@duncanvilletx.gov

If you have any questions, please coordinate with the Public Works Executive Assistant, Breanna Davis. Ms. Davis can be reached at breanna.davis@duncanvilletx.gov.

Matt Bryant
Director of Public Works

Duncanville
City of Champions

330 Shady Trail Drive
Duncanville, TX 75137
972.780.5018 P | 972.780.4949 F
matt.bryant@duncanvilletx.gov

Attachment 1

1. Does your business accept Purchase Orders with 30-day remittance?

YES NO

2. Does your business have the ability to deliver tires to the Duncanville Municipal Service Center?

YES NO

If yes, what is the associated fee for that service?

_____ per _____
(price) (unit of measure)

3. Does your business have the ability to collect used tires from the Duncanville Municipal Service Center for proper disposal?

YES NO

If yes, what is the associated fee for that service?

_____ per _____
(price) (unit of measure)

4. Does your business have the ability to provide tire repairs and replacements in the field?

YES NO

If yes, what is the associated fee for that service?

_____ per _____
(price) (unit of measure)

In addition to the questions above, please provide your current pricing for our commonly used tires:

(Price per Tire)

275 55/20	_____	Pursuit tires (Firestone or Goodyear only)
265 65/17	_____	Pursuit tires (Firestone or Goodyear only)
265 60/17	_____	Pursuit tires (Firestone or Goodyear only)
245 75/17	_____	
245 70/17	_____	
235 70/17	_____	
255 65/18	_____	
265 60/17	_____	
275 55/18	_____	
225 70/19.5	_____	
275 65/18	_____	
265 70/17	_____	

Completed by: _____

Job Title: _____

Company Name: _____

Phone Number: _____

Email Address: _____

Location Address: _____

ORDINANCE NO. 2475

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 2 "ADMINISTRATION", BY ADDING ARTICLE V "PROCUREMENT"; PROVIDING A PENALTY CLAUSE; SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas (the "City") desires to formally constitute procurement function in the Code of Ordinances; and

WHEREAS, state law provides that local preference to award a bid to a qualified entities that have a principal place of businesses located in the municipality; and

WHEREAS, the City Council of the City has determined that amending said sections of the Code of Ordinances promotes local economy, provides local jobs and increases tax revenues of the City and its residents.

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

SECTION 1. That the City Council of the City of Duncanville, Texas hereby approves and amends the Code of Ordinances, Chapter 2 "Administration", by adding Article V "Procurement" to hereinafter read as follows:

"CHAPTER 2 - ADMINISTRATION

ARTICLE I. – IN GENERAL

. . . . .

ARTICLE V. – PROCUREMENT

Sec. 2-90. The City shall have a procurement department for the purpose of purchase and requisition of goods, service and other property in accordance with state law.

Sec. 2-91. Consideration of location of bidder's principal place of business awarding competitive bids and/or procurement.

(a) This section applies only to a competitive bid under Section 271.001 et seq, Tex. Loc.Gov. Code to purchase real property or personal property that is not affixed to real property.

(b) In purchasing under this section any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for construction services in an amount of less than $100,000 or a contract for other purchases in an amount of less than $500,000 with:

(1) the lowest bidder; or

(2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.

(c) This section does not prohibit a municipality from rejecting all bids.

(d) This section does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153."

SECTION 2. *Penalty.* Any person who violates any provision of this Ordinance shall be guilty of an offense and be punished by a fine not to exceed Two Thousand Dollars ($2,000). Each and every day such violation is continued shall be deemed to constitute a separate offense.

SECTION 3. *Severability.* If any section, article, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereto any persons or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. *Conflict of Ordinances*. That all provisions of the Ordinances of the City of Duncanville, Texas, conflicting with the provisions of this Ordinance be, and the same are hereby amended, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. *Savings Clause.* All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances affecting dangerous and substandard buildings within the City which are pending or have accrued at the time of the effective date of

this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 6. This Ordinance shall become effective from and after its date of passage in accordance with the law.

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 18 day of April, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Juanita Willman, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

CITY OF DUNCANVILLE TEXAS

LOCAL GOVERNMENT CODE

TITLE 8. ACQUISITION, SALE, OR LEASE OF PROPERTY

SUBTITLE C. ACQUISITION, SALE, OR LEASE PROVISIONS APPLYING TO MORE THAN ONE TYPE OF LOCAL GOVERNMENT

CHAPTER 271. PURCHASING AND CONTRACTING AUTHORITY OF MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER LOCAL GOVERNMENTS

SUBCHAPTER A. PUBLIC PROPERTY FINANCE ACT

Sec. 271.9051. CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS IN CERTAIN MUNICIPALITIES. (a) This section applies only to a municipality that is authorized under this title to purchase real property or personal property that is not affixed to real property.

(b) In purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for construction services in an amount of less than $100,000 or a contract for other purchases in an amount of less than $500,000 with:

(1) the lowest bidder; or

(2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.

(c) This section does not prohibit a municipality from rejecting all bids.

(d) This section does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153.

Attachment 3

Vendor Contract Information Summary

Vendor	FastLap LLC dba Blagg Tire Wholesale
Contact	Perry Leonard
Phone	817-454-4183
Email	pleonard@carconceptsinc.com
TIN	88-3727929
Address Line 1	411 W Dallas Road
Vendor City	Grapevine
Vendor Zip	76051
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Company Truck
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	5, 6, 7, 10, 11, 14, 15
States	Texas
Contract Name	Tires, Tubes, Supplies and Equipment
Contract No.	729-24
Effective	03/01/2024
Expiration	02/28/2027
Accepts RFQs	Yes

12/16/2024 12:14 PM

Attachment 3

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

January 24, 2024

Sent Via Email: pleonard@carconceptsinc.com

Perry Leonard
Blagg Tire Wholesale
411 W Dallas Road
Grapevine, TX 76051

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 729-24, Tires, Tubes, Supplies and 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 March 1, 2024, through February 28, 2025, 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. 729-24 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 bids@buyboard.com.

Sincerely,

Stacy Finn

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

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PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Tires, Tubes, Supplies and Equipment	**Proposal Due Date/Opening Date and Time** October 26, 2023, at 4:00 PM
Proposal Invitation Number 729-24	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term March 1, 2024, through February 28, 2025, with two possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** February 2024

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.

Car Concepts Commercial, LLC dba Blagg Tire Wholesale	September 30, 2023
Name of Proposing Company	Date
411 W Dallas Road	Perry Leonard
Street Address	Signature of Authorized Company Official
Grapevine, Texas 76051	Perry Leonard
City, State, Zip	Printed Name of Authorized Company Official
8174818055	COO/President
Telephone Number of Authorized Company Official	Position or Title of Authorized Company Official
NA	84-4511427
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;

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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): _____

_____

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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

PL

Initial: _____

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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.

Initial: PL

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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:** PL

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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
Melonie Perry, Contract Admin.

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

Manufacturers change products at times while removing products from their line up. These new products may impact pricing, but not discount levels.

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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.**

Initial: PL

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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.)

Initial: PL

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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:** PL

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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.

Initial: PL

Attachment 3

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: PL

Attachment 3

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: PL

Attachment 3

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

Car Concepts Commercial LLC dba Blagg Tire Wholesale

Company Name

Perry Leonard

Signature of Authorized Company Official

Perry Leonard COO/President

Printed Name and Title

September 30, 2023

Date

Attachment 3

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:

Car Concepts Commercial LLC dba Blagg Tire Wholesale

*(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: 84-4511427

*(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.)*

Blagg Tire Wholesale, Blagg Tire Commercial, Blagg Tire & Service

Attachment 3

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.

BLAGG TIRE & SERVICE, LLC

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) ► 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.

604 S MAIN ST

Requester's name and address (optional)

6 City, state, and ZIP code

GRAPEVINE, TX 76051

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	5	–	1	4	5	8	6	2	1

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** ► Lori Mosher **Date** ►

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.*

Attachment 3

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: $ 3,000,000. (The period of the 12-month period is 01.01.23 / 12.31.23). 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			
2. T-PASS (State of Texas)	Y		Multiple Customers
3. OMNIA Partners			
4. Sourcewell (NJPA)	Y		School Districts
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other NASPO Current Buyboard	Y		Multiple Customers

☐ **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 (%):** _____

Explanation: Manufacturer Discounts vary by Supplier

Attachment 3

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.	Denton County	Alan	940.349.2533	alan.andino@dentoncounty.gov	current award	
2.	City of Coppell	Josh	972.462.5173	jcantrell@coppelltx.gov	current award	
3.	Town of Flower Mound	Julie	972.874.6434	julie.lowery@flower-mound.com	current award	
4.	City of Cleburne					
5.	City of Grapevine	Eden	817.410.3388	ehernandez@grapevinetexas.gov	current award	

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.)

Attachment 3

Friday, February 2, 2024

Company Profile – Car Concepts Commercial, LLC dba Blagg Tire Wholesale

Blagg Tire has existed for 37 years in Grapevine Texas. The commercial division was separated into its own entity in December 2017 to become Blagg Tire Wholesale. We are a full-service provider of tires and automotive repair services working with agencies throughout the DFW area. Blagg services customers though the Buyboard along with other state supported contracts. Our experienced team of associates understand the government business and know how to manage supply, pricing, delivery, and po management.

Our tire brands include:
Goodyear
Bridgestone Firestone
Continental General
Michelin

Blagg is committed to timely delivery and communication to ensure the correct products are sourced for our customers. Most tires are delivered the same day depending on need and supply. Blagg makes every effort to provide the best service.

Our hours are 7A-5P Monday – Friday. Our contact is 817.481.8055.

Blagg also has a total of 10 retail stores across the DFW area which allows members to utilize the same pricing and service as the wholesale operation. These are all listed on the Buyboard website.

Best regards,
Perry

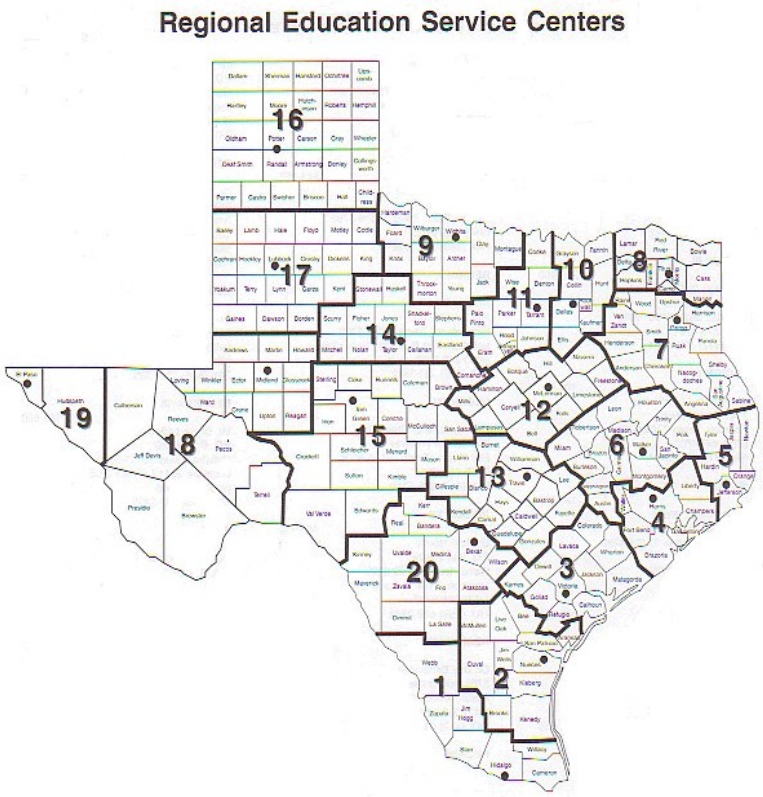
Perry Leonard
President/COO
Car Concepts Commercial, LLC
Blagg Tire Wholesale
817.454.4183

Attachment 3

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 xx
8	Mount Pleasant
9	Wichita Falls
10	Richardson xx
11	Fort Worth xx
12	Waco
13	Austin
14	Abilene
15	San Angelo
16	Amarillo
17	Lubbock
18	Midland
19	El Paso
20	San Antonio

Perry Leonard

Attachment 3

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 xx
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

Perry Leonard

Attachment 3

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

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

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

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

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

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

Attachment 3

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.

Car Concepts Commercial LLC dba Blagg Tire Wholesale	729-24
Name of Vendor	Proposal Invitation Number
Perry Leonard	Perry Leonard
Signature of Authorized Company Official	Printed Name of Authorized Company Official

September 30, 2023

Date

Attachment 3

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)
See attached listing of our 11 locations that can service the contract file name "CCI Locations for Perry"		

Attachment 3

Blagg Tire & Service LLC
75-1458621
Blagg Tire & Service
Richard Daughtrey - Store Director
mgr.blagg@blaggtire.com
604 S. Main St.
Grapevine, TX 76051
817-481-4578
www.blaggtire.com

CCI Automotive, LLC
75-2341926
Kinney's Automotive
Wes Darwish - Store Director
mgr.kinneys@kinneysauto.com
624 E. Pipeline Rd
Hurst, TX 76053
817-282-2244
www.kinneysauto.com

Rick's Independent Car Kare Service, LLC
75-2448491
Rick's Independent Car Care
Richie Martin – Store Director
mgr.ricks1@ricks-inc.com
1605 W. Irving Blvd.
Irving, TX 75061
972-438-6548
www.ricks-inc.com

Burnett Family Tire – Canton LLC
38-4020234
Burnett Family Tire - Canton
Justin Prow – Store Director
mgr.canton@bftirepros.com
28072 State Hwy 64
Canton, TX 75103
903-567-3200
www.burnettfamilytire.com

Lead Contact All Locations
Perry Leonard – 817.454.4183
pleonard@carconceptsinc.com

CCI Automotive, LLC
75-2341926
Downtown Garage
Earnest Eckert – Store Director
mgr.dtg@downtown-garage.com
110 Carroll St.
Ft. Worth, TX 76107
817-332-8773
www.downtown-garage.com

JCC Jordan, LLC
46-1794284
Jordan's Car Care – Rowlett
Steve Jordan - Store Director
mgr2@jordanscarcare.com
4300 Lakeview Pkwy
Rowlett, TX 75088
972-475-8300
www.jordanscarcare.com

Burnett Family Tire – Mabank LLC
81-4377105
Burnett Family Tire - Mabank
Jayden Toliver – Store Director
mgr.mabank@bftirepros.com
1418 S 3rd St.
Mabank, TX 75147
903-887-8002
www.burnettfamilytire.com

CCI Ridgeway, LLC
46-3357923
Oppel Tire & Service
Rae Moore – Store Director
mgr.oppel@oppeltire.com
102 N Ridgeway
Cleburne TX 76033
817-641-4401
www.oppeltire.com

CCI Reeds Car Care, LLC
46-5136982
Rick's Car Care #2
Richie Martin – Store Director
mgr.ricks2@ricks-inc.com
227 S Beltline Rd.
Irving, TX 75060
972-790-9366
wwww.ricks-inc.com

CCI Automotive Keller, LLC
47-1943700
Blagg Tire & Service – Keller
Reggie Smith – Store Director
mgr.btkeller@blaggtire.com
248 Keller Pkwy
Keller, TX 76248
817-431-9332
www.blaggtire.com

Car Concepts Commercial, LLC
84-4511427
Blagg Tire – Commercial
Terry Kozich – Fleet Solutions Director
mgr.btw@blaggtire.com
411 W Dallas Rd.
Grapevine, TX 76051
817-481-8055

Attachment 3

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 Code

_____ _____

Phone Number | Fax Number

_____ _____

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

Attachment 3

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.

35 years in business operating under Blagg Tire & Service, not involved in a transaction at this time.

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.

We have a full staff of qualified associates to manage the contract and the equipment as well.

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.

We have many current customers already that use BuyBoard, we will continue to solicite more customers through direct communication, email, marketing handouts trade shows and other opportunties

Attachment 3

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.

We are financially stable and not in any current litigation with any institution

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

Attachment 3

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: _____

Attachment 3

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) must be submitted with the Proposal or the Proposal will not be considered.* **Manufacturer Authorization Letters.**

Attachment 3

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: A Vendor proposing on Section I: Tire Products and Supplies; Specification Lines 1-3 shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

Section I: Tire Products and Supplies

1. Discount (%) off catalog/pricelist for **Tires and Tubes** (All Types of Cars, SUVs, School Buses, Trucks and Related Vehicles).
2. Discount (%) off catalog/pricelist for **Off-the-Road** (OTR, Earthmover) **Tires and Tubes.**
3. Discount (%) off catalog/pricelist for **Retread Tires and Tubes** (All Types of Cars, SUVs, School Buses, Trucks and Related Vehicles).
4. Discount (%) off catalog/pricelist for **Tire Foam Fill and Related Products.**
5. Discount (%) off catalog/pricelist for **All Other Tires and Related Products**.

Section II: Tire Equipment and Services

6. Discount (%) off catalog/pricelist for **Tire Mounting, Dismounting, Road Hazard, and Flat Repair Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles).
7. Discount (%) off catalog/pricelist for **Tire Valve Stems Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles).
8. Discount (%) off catalog/pricelist for **Tire Balancing Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles).
9. Discount (%) off catalog/pricelist for **Tire Alignment Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles).
10. Discount (%) off catalog/pricelist for **Tire Disposal and Recycling Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles).
11. Discount (%) off catalog/pricelist for **Mobile Lift Systems, Support Stands, and Jacks for Tire Repair and Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles).

Section III: Installation and Repair Service

12. **Hourly Labor Rate for Installation/Repair Service of Tire Related Equipment and Products,** not to exceed hourly labor rate for Installation/Repair Service of Tire Related Equipment and Products.

Attachment 3

Blagg Tire Wholesale Information

Contact: Perry Leonard
Address: 411 W Dallas Road
Grapevine, TX 76051
Phone: (817) 481-8055
Email: Pleonard@carconceptsinc.com
Web Address: www.blaggtire.com

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

Perry Leonard
Signature

pleonard@carconceptsinc.com
Email

Submitted at 10/19/2023 08:07:51 AM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 729-24, Tires, Tubes, Supplies and Equipment

Proposal-No-729-24.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

Buy Board New Tire Price List 02.29.2024-03.01.2025.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

Goodyear National Account Service Price Book 11-01-2023.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

Car Concepts Commercial 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.)

Manufacturer Authorization Letter(s)

Goodyear Authorized Dealer Letter_Blagg.pdf

REQUIRED - Upload Manufacturer Authorization Letter(s) in PDF format. A Vendor proposing on Section I: Tire Products and Supplies; Specification Lines 1-3 shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

IRS Form W-9 Request for Taxpayer Identification Number and Certification Attachment 3 W9 2018 - COMMERCIAL.pdf

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

Response Attachments

Michelin Authorized Dealer letter v24.doc

Michelin Authorized Dealer Letter

Authorization Letter.pdf

Continental General Authorization Letter

Authorized Government Supply Point Letter- Car Concepts.pdf

Bridgestone Firestone Authorization Letter

Government Base Price List (G3) PLT update Effective 8.1.2023 (5).xlsx

Continental General Price List

Michelin Price List_Texas BuyBoard RFP.xlsx

Michelin Price List

CCI locations for Perry.docx

Additional Locations to Service Members

Buy Board New Tire Price List 02.29.2024-03.01.2025.xlsx

Goodyear Price List with Discount Factors

W9 2018 - BLAGG.pdf

W9 Blagg Tire & Service

W9 2018 - CANTON.pdf

W9 - Burnett Family Tire Canton

W9 2018 - DTG.pdf

W9 - Downtown Garage FTW

W9 2018 - KELLER.pdf

W9 - Blagg Tire & Service Keller

W9 2018 - KINNEYS.pdf

W9 - Kinney's Automotive Service - Hurst

W9 2018 - MABANK.pdf

W9 - Burnett Family Tire Mabank

W9 2018 - OPPEL.pdf

Oppel Tire & Service Cleburne

W9 2018 - REEDS.pdf

Rick's Car Care #2 - Beltline Irving

W9 2018 - RICKS.pdf

Rick's Car Care #1 - Irving Blvd Irving

W9 2018 - ROWLETT.pdf

Jordan's Car Care - Rowlett

Scrap Tire Pricing.docx

Blagg Tire Wholesale Scrap Tire Pricing

2024 (Eff 3.1.24.pdf

Attachment 3

Bridgestone Firestone Price List

2024 (Eff 3.1.24).xlsx

Bridgestone Firestone Price List xls

Bid Attributes

1	**Federal Identification Number** Federal Identification Number 84-4511427
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)*

Attachment 3

6	**Minority Owned Business** Minority Owned Business ☐ *Minority Owned Business*
7	**Women Owned Business** Women Owned Business ☐ *Women Owned Business*
8	**Service-Disabled Veteran Owned Business** Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense) ☐ *Service-Disabled Veteran Owned Business*
9	**Certification Number** Certification Number *No response*
10	**Name of Certifying Agency** Certifying Agency *No response*
11	**Non-MWBE/HUB** My company has NOT been certified as a MWBE/HUB ☑ Non-HUB
12	**Vendor General Contact Information** Proposal/Contract General Contact Information
13	**Vendor Proposal/Contract Contact Name** Vendor Proposal/Contract Contact Name Perry Leonard
14	**Vendor Proposal/Contract Contact E-mail Address** Vendor Proposal/Contract Contact E-mail Address pleonard@carconceptsinc.com
15	**Vendor Proposal/Contract Mailing Address** Vendor Proposal/Contract Mailing Address 411 W Dallas Road
16	**Vendor Proposal/Contact Mailing Address - City** Vendor Proposal/Contact Mailing Address - City Grapevine
17	**Vendor Proposal/Contact Mailing Address - State** Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name) TX

Attachment 3

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

Vendor Proposal/Contact Mailing Address - Zip Code

76051

19 **Vendor Proposal/Contact Phone Number**

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

817-481-8055

20 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

No response

21 **Company Website**

Company Website (www.XXXXX.com)

www.blaggtire.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

pleonard@carconceptsinc.com

24 **Purchase Order Contact Name**

Purchase Order Contact Name

Perry Leonard

25 **Purchase Order Contact Phone Number**

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

817-454-4183

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

terry.kozich@blaggtire.com

28 **Alternate Purchase Order Contact Name** Attachment 3

Alternate Purchase Order Contact Name

Terry Kozich

29 **Alternate Purchase Order Contact Phone Number**

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

817-454-4183

30 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

31 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Yes

32 **Request for Quotes (RFQ)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

33 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

pleonard@carconceptsinc.com

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

Request for Quote (RFQ) Contact Name

Perry Leonard

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

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

817-454-4183

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

terry.kozich@blaggtire.com

Attachment 3

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

Alternate Request for Quote (RFQ) Contact Name

Terry Kozich

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

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

817-481-8055

40 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

No response

41 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

42 **Invoices**

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Service fee invoices and notices direct to company

43 **Invoice Company Name**

Invoice Company Name

Car Concepts Commercial LLC dba Blagg Tire Wholesale

44 **Invoice Company Department Name**

Invoice Company Department Name

Accounts Payable

45 **Invoice Contact Name**

Invoice Contact Name

Perry Leonard

46 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

411 W Dallas Road

Attachment 3

47	**Invoice Mailing Address - City** Invoice Mailing Address - City Grapevine
48	**Invoice Mailing Address - State** Invoice Mailing Address - State (Abbreviate State Name) TX
49	**Invoice Mailing Address - Zip Code** Invoice Mailing Address (Zip Code) 76051
50	**Invoice Contact Phone Number** Invoice Contact Phone Number (xxx-xxx-xxxx) 817-454-4183
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 pleonard@carconceptsinc.com
54	**Invoice Contact Alternate E-mail Address** Invoice Contact Alternate E-mail Address terry.kozich@blaggtire.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*

Attachment 3

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

Company Truck

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

Attachment 3

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

Blagg Tire Wholesale

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 not 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*

Attachment 3

79	**Region 4** Region 4 - Houston ☐ *Region 4*
80	**Region 5** Region 5 - Beaumont ☐ *Region 5*
81	**Region 6** Region 6 - Huntsville ☐ *Region 6*
82	**Region 7** Region 7 - Kilgore ☑ Region 7
83	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8*
84	**Region 9** Region 9 - Wichita Falls ☐ *Region 9*
85	**Region 10** Region 10 - Richardson ☑ Region 10
86	**Region 11** Region 11 - Fort Worth ☑ Region 11
87	**Region 12** Region 12 - Waco ☐ *Region 12*
88	**Region 13** Region 13 - Austin ☐ *Region 13*
89	**Region 14** Region 14 - Abilene ☐ *Region 14*
90	**Region 15** Region 15 - San Angelo ☐ *Region 15*

Attachment 3

91	**Region 16** Region 16 - Amarillo ☐ *Region 16*
92	**Region 17** Region 17 - Lubbock ☐ *Region 17*
93	**Region 18** Region 18 - Midland ☐ *Region 18*
94	**Region 19** Region 19 - El Paso ☐ *Region 19*
95	**Region 20** Region 20 - San Antonio ☐ *Region 20*
96	**State Service Designation** **State Service Designation - Refer to Form in Proposal Invitation.** As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.*** If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*
97	**Company Name** Company Name Blagg Tire Wholesale
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 not serve all states in the United States
99	**Alabama** Alabama ☐ *Alabama*

Attachment 3

100	**Alaska** Alaska ☐ *Alaska*
101	**Arizona** Arizona ☐ *Arizona*
102	**Arkansas** Arkansas ☐ *Arkansas*
103	**California** California (Public Contract Code 20118 & 20652) ☐ *California*
104	**Colorado** Colorado ☐ *Colorado*
105	**Connecticut** Connecticut ☐ *Connecticut*
106	**Delaware** Delaware ☐ *Delaware*
107	**District of Columbia** District of Columbia ☐ *District of Columbia*
108	**Florida** Florida ☐ *Florida*
109	**Georgia** Georgia ☐ *Georgia*
110	**Hawaii** Hawaii ☐ *Hawaii*
111	**Idaho** Idaho ☐ *Idaho*

Attachment 3

112	**Illinois** Illinois ☐ *Illinois*
113	**Indiana** Indiana ☐ *Indiana*
114	**Iowa** Iowa ☐ *Iowa*
115	**Kansas** Kansas ☐ *Kansas*
116	**Kentucky** Kentucky ☐ *Kentucky*
117	**Louisiana** Louisiana ☐ *Louisiana*
118	**Maine** Maine ☐ *Maine*
119	**Maryland** Maryland ☐ *Maryland*
120	**Massachusetts** Massachusetts ☐ *Massachusetts*
121	**Michigan** Michigan ☐ *Michigan*
122	**Minnesota** Minnesota ☐ *Minnesota*
123	**Mississippi** Mississippi ☐ *Mississippi*

Attachment 3

124	**Missouri** Missouri ☐ *Missouri*
125	**Montana** Montana ☐ *Montana*
126	**Nebraska** Nebraska ☐ *Nebraska*
127	**Nevada** Nevada ☐ *Nevada*
128	**New Hampshire** New Hampshire ☐ *New Hampshire*
129	**New Jersey** New Jersey ☐ *New Jersey*
130	**New Mexico** New Mexico ☐ *New Mexico*
131	**New York** New York ☐ *New York*
132	**North Carolina** North Carolina ☐ *North Carolina*
133	**North Dakota** North Dakota ☐ *North Dakota*
134	**Ohio** Ohio ☐ *Ohio*
135	**Oklahoma** Oklahoma ☐ *Oklahoma*

Attachment 3

136	**Oregon** Oregon ☐ *Oregon*
137	**Pennsylvania** Pennsylvania ☐ *Pennsylvania*
138	**Rhode Island** Rhode Island ☐ *Rhode Island*
139	**South Carolina** South Carolina ☐ *South Carolina*
140	**South Dakota** South Dakota ☐ *South Dakota*
141	**Tennessee** Tennessee ☐ *Tennessee*
142	**Texas** Texas ☑ Texas
143	**Utah** Utah ☐ *Utah*
144	**Vermont** Vermont ☐ *Vermont*
145	**Virginia** Virginia ☐ *Virginia*
146	**Washington** Washington ☐ *Washington*
147	**West Virginia** West Virginia ☐ *West Virginia*

148	**Wisconsin** Wisconsin ☐ *Wisconsin*

Attachment 3

149	**Wyoming** Wyoming ☐ *Wyoming*

Bid Lines

1 **Section I: Tire Products and Supplies**

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

Total: 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: A Vendor proposing on Section I: Tire Products and Supplies; Specification Lines 1-3 shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

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".

Net Price/D GY, BFS, Conti, Mi

Attachment 3

2 **Section I: Tire Products and Supplies**

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

Total: 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: A Vendor proposing on Section I: Tire Products and Supplies; Specification Lines 1-3 shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

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".

Net Price/D GY, BFS, Conti, Mi

3 **Section I: Tire Products and Supplies**

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

Total: 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: A Vendor proposing on Section I: Tire Products and Supplies; Specification Lines 1-3 shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

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

Attachment 3

Item Attributes

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

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

Net Price/D GY, BFS, Conti, Mi

4 **Section I: Tire Products and Supplies**

Discount (%) off catalog/pricelist for **Tire Foam Fill and Related Products**. 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

Item 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: Tire Products and Supplies**

Discount (%) off catalog/pricelist for **All Other Tires and Related Products**. 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.**

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".

Net Price/D GY, BFS, Conti, Mi

6	**Section II: Tire Equipment and Services** Attachment 3 Discount (%) off catalog/pricelist for **Tire Mounting, Dismounting, Road Hazard, and Flat Repair Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). 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.** 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". GY NA Service Price List
7	**Section II: Tire Equipment and Services** Discount (%) off catalog/pricelist for **Tire Valve Stem Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). 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.** 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". GY NA Service Price List

8	**Section II: Tire Equipment and Services** Attachment 3 Discount (%) off catalog/pricelist for **Tire Balancing Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). 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.** 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". GY NA Service Price List
9	**Section II: Tire Equipment and Services** Discount (%) off catalog/pricelist for **Tire Alignment Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). 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.** 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". GY NA Service Price List

10 **Section II: Tire Equipment and Services** Attachment 3

Discount (%) off catalog/pricelist for **Tire Disposal and Recycling Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). 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.**

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".

Scrap Tire Price List

11 **Section II: Tire Equipment and Services**

Discount (%) off catalog/pricelist for **Mobile Lift Systems, Support Stands, and Jacks for Tire Repair and Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). 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

Item 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

12 **Section II: Installation and Repair Service**

Hourly Labor Rate for Installation/Repair Service of Tire Related Equipment and Products - **Not to Exceed** hourly labor rate for Installation/Repair Service of Tire Related Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: $140.00 Total: $140.00

Response Total: $140.00

Attachment 3

Bridgestone Americas Tire Operations, LLC
200 4th Ave S
Nashville, TN 37201

October 3, 2023

RE: **Car Concepts Commercial, LLC**

SUBJECT: **Bridgestone Americas Tire Operations, LLC** – Acknowledgement of Authorized Government Sales Supply Point

Bridgestone Americas Tire Operations, LLC hereby acknowledges **Car Concepts Commercial, LLC** (Blagg Tire Wholesale) currently, as its authorized government sales supply point to solicit, sell, service, and deliver tires to approved government accounts eligible to purchase Bridgestone and Firestone products covered by the Bridgestone Americas Tire Operations, LLC Government Sales Policy.

Car Concepts Commercial, LLC (Blagg Tire Wholesale), 411 W Dallas Road, Grapevine, TX 76051, is authorized to receive payments for products and services unless otherwise directed.

If you have any questions concerning this matter, please reach out to us via email - govsales@bfusa.com.

Sincerely,

Candace Gregory

Candace Gregory
Manager, Business Operations Strategy & Planning
B2B Government, Utility Fleet, & Military Sales
Bridgestone Americas Tire Operations, LLC

Attachment 3



Car Concepts Commercial LLC and Blagg Tire Wholesale is authorized to resell Continental tires within the USA.

Marshall Prewitt
Government Key Account Manager
Phone: 704-430-1018
Email: marshall.prewitt@conti-na.com

Continental
1830 MacMillan Park Drive
Fort Mill, South Carolina 29707
Phone (704) 583-8165
Fax (704) 583-8815

Attachment 3

THE GOODYEAR TIRE & RUBBER COMPANY
Government Sales Channel

10/3/2023

To whom it may concern,

This letter shall serve as certification that Car Concepts Commercial, LLC doing business as Blagg Tire Wholesale is authorized by The Goodyear Tire & Rubber Company to sell, install, and service the tires on the Goodyear Government Program, including Buy Board Proposal #729-24. They are approved for all regions they bid on throughout the State of Texas.

Sincerely



Joe Scalfaro

Government Sales Manager
The Goodyear Tire & Rubber Company
200 Innovation Way #6461, Akron, OH 44316-0001
Phone: 330.796.3036
joseph_scalfaro@goodyear.com

Attachment 3

DATE: Aug 25, 2023

FM: Mike LeGare
Government Sales, Michelin NA, Inc.

RE: Michelin Authorized Dealer Network

This letter is to certify that Car Concepts Commercial, LLC. (411 W Dallas Rd, Grapevine, Texas, 76051) is a Michelin dealer and is authorized to sell off the Buyboard contract 636-21. Please feel free to reach out to me with any questions you might have.

Sincerely,

_____

Mike LeGare
Government Sales
Mike.Legare@michelin.com
Cell (636) 346-8739
Michelin North America, Inc.
P.O. Box 19001
Greenville, SC 29602

Attachment 4

Vendor Contract Information Summary

Vendor	The Goodyear Tire & Rubber Company
Contact	Chris Campbell
Phone	330-796-1394
Email	fincorvaia@goodyear.com
Vendor Website	www.goodyearctsc.com
TIN	34-0253240
Address Line 1	200 Innovation Way
Vendor City	Akron
Vendor Zip	44316
Vendor State	OH
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	N30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Company Truck
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
Certificate Number	N
Certifying Agency	N
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Tires, Tubes, Supplies and Equipment
Contract No.	729-24
Effective	03/01/2024
Expiration	02/28/2027
Accepts RFQs	Yes

12/16/2024 12:10 PM

Attachment 4

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

January 24, 2024

Sent Via Email: ct_govtsales@goodyear.com

Chris Campbell
The Goodyear Tire & Rubber Company
200 Innovation Way
Akron, OH 44316

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 729-24, Tires, Tubes, Supplies and 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 March 1, 2024, through February 28, 2025, 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. 729-24 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 bids@buyboard.com.

Sincerely,

Stacy Finn

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

Attachment 4

BuyBoard

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

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Tires, Tubes, Supplies and Equipment	**Proposal Due Date/Opening Date and Time** October 26, 2023, at 4:00 PM
Proposal Invitation Number 729-24	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term March 1, 2024, through February 28, 2025, with two possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** February 2024

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.

The Goodyear Tire & Rubber Company
Name of Proposing Company

10/23/2023
Date

200 Innovation Way
Street Address


Signature of Authorized Company Official

Akron, OH 44316
City, State, Zip

Chris Campbell
Printed Name of Authorized Company Official

330-796-1394
Telephone Number of Authorized Company Official

Senior Director, CTSC
Position or Title of Authorized Company Official

330-796-4276
Fax Number of Authorized Company Official

34-0253240
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;

Initials:

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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):

The Goodyear Tire & Rubber Company	200 Innovation Way	
Company Name	Address	
Akron	OH	44316
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? $ N/A 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: 

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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.

Initial: _____

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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.

Initial: _____

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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:

Vendor removed deviations.
Melonie Perry, Contract Admin.

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

List and fully explain any deviations you are submitting:

[redacted]

Initial:

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VENDOR CONSENT FOR NAME BRAND USE

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

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

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

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

OPT OUT:

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

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

Initial:

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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.)

Initial: _____

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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.

Initial: _____

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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.

Initial: 

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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: _____

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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

The Goodyear Tire & Rubber Company
Company Name

Signature of Authorized Company Official

Chris Campbell, Senior Director CTSC
Printed Name and Title

10/23/2023
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:

The Goodyear Tire & Rubber 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): Ohio

Federal Employer Identification Number: 34-0253240
*(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.)*

Attachment 4

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.

The Goodyear Tire & Rubber Company

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

dba Goodyear Commercial Tire & Service Centers

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) D

(Applies to accounts maintained outside the U.S.)

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

200 Innovation Way

6 City, state, and ZIP code

Akron, OH 44316-0001

Requester's name and address (optional)

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

3	4	–	0	2	5	3	2	4	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 ▶ David Rigotti Date ▶ 1/1/2023

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: $business confidential (The period of the 12-month period is _____/_____). 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)	Y	6 years	
5. E&I Cooperative	N		
6. Houston-Galveston Area Council (HGAC)	N		
7. Choice Partners	Y	multiple years	
8. The Interlocal Purchasing System (TIPS)	Y	3 years	
9. Other NASPO	Y	Since inception around 2012	

☐ **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 (%): varies by tire sizes & base price book **Proposed Discount (%):** varies by tire sizes & base price book

Explanation: Pricing determined upon competitive marketplace.

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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 Irving	Josh Gentry	972-721-2262	jgentry@cityofirving.org	(discounts & purchases are confidential)	
2.	City of Beaumont	Jeff Harville	409-842-5885	jeff.harville@beaumonttexas.gov	(discounts & purchases are confidential)	
3.	San Angela ISD	Abe Salazar	325-659-3608	abelardo.salazar@saisd.org	(discounts & purchases are confidential)	
4.	City of El Paso	Gasper Camposano	915-621-6833	camposanGX@elpasotexas.gov	(discounts & purchases are confidential)	
5.	City of Pearland	Jacoby Perkins	281-652-1916	jperkins@pearlandtx.gov	(discounts & purchases are confidential)	

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:

Government billing prices are independently determined for each government customer. Goodyear has supplied the State Purchasing Commission a copy of the current Net State Prices for the use of state government agencies or local government units.

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.)

Attachment 4

GOODYEAR
COMMERCIAL TIRE & SERVICE CENTERS

EXECUTIVE SUMMARY

The Goodyear Tire & Rubber Company started in 1898 with just 13 workers producing bicycle and carriage tires. From that first bicycle tire, Goodyear quickly grew to become the world's largest tire company, a title it earned in 1916 when it adopted the slogan "More people ride on Goodyear tires than on any other kind."

Today Goodyear has facilities across six continents and annual sales of more than $16 billion. In addition to Goodyear-brand tires, we produce several other well-respected international brand names including Dunlop, Kelly, Fulda, Sava and Debica, and our non-tire business provides rubber products and polymers for a variety of markets, including Goodyear Authorized Retreads.

Goodyear is one of the world's leading tire companies with operations in most regions of the world and one of the most recognized brand names. Together with its U.S. and international subsidiaries and joint ventures, Goodyear develops, manufactures, markets, and distributes tires for most applications. It also manufactures and markets rubber-related chemicals for various applications.

Goodyear is one of the world's largest operators of commercial truck service and tire retreading centers. In addition, it operates approximately 1,240 tire and auto service center outlets where it offers its products for retail sale and provides automotive repair and other services. Goodyear manufactures its products in 49 facilities in 22 countries. It has marketing operations in almost every country around the world.

Goodyear Commercial Tire & Service Centers ("Goodyear CT&SC") is an operating department of The Goodyear Tire and Rubber Company. Goodyear CT&SC is the nation's largest commercial tire distributor and retreader with over 180 locations across North America.

BUSINESS HEALTH

Goodyear's latest financial report statement and annual shareholder reports are available at our Investor website:

https://corporate.goodyear.com/en-US/investors/financial-reports.html

Goodyear's most recent Quarterly Earnings Release Press Conference may be heard at its investor relations website: http://investor.goodyear.com.

GOODYEAR CT&SC MANAGEMENT SUPPORT SERVICES

Goodyear Commercial Tire & Service Centers (GCT&SC) is the nation's largest commercial tire distributor and retreader with over 180 locations across North America. Our infrastructure gives us the unique ability to service large nation-wide fleets, regional, or hometown fleets, and government agencies, municipal governments or school districts of all sizes.

AVAILABLE SUPPLY POINT PRODUCTS AND SERVICES

Goodyear manufactured brands offered:

Attachment 4

- Goodyear new tires for automobile, light truck, Unisteel light commercial truck, Unisteel medium truck, and Off-road vehicles;
- Dunlop new tires for medium trucks; and
- Goodyear Authorized Retreads made with made with Goodyear manufactured materials, utilizing Goodyear proprietary deigns in retread plants approved under the Federal Government's Cooperative Plant Quality Certification process, for light commercial and medium truck vehicles.

Goodyear offers

- off-road tire retreads from qualified retread plants, and,
- farm and agricultural tires in Goodyear developed tread and tire designs made under license by Titan Tire Corporation.

Goodyear offered tire services include:

- Tire Service Technicians are trained according to the Tire Industry Association's (TIA) Commercial Tire Service training standards;
- OTR Technicians are trained and certified by TIA in the correct and safe procedures for servicing OTR tires;
- OTR Technicians that work in mines are trained and certified by MSHA in the correct and safe procedures for servicing OTR / Earthmover Tires in mine environments;
- Tire Mounting/ Dismounting for all size tires;
- Tire Repair - All repair materials are tested and approved by Goodyear;
- Service Technicians will be trained for the correct method to repair tire injury per Goodyear's "Service Tire Repair Process";
- Tire rotation procedures;
- Computerized tire balance in our service facility shop;
- Tire balancing using tire balance beads or balancing powder bags for medium truck tires during yard service or emergency tire highway service;
- Customer vehicle parking yard, terminal or maintenance yard on-site services for tire mounting, dismounting, flat repair or wheel services;
- Emergency On-Road Tire Service24-Hour, 7-Day availability –
    - Centrally dispatched – countrywide Service vehicle equipped for all weather conditions, with all calls made to our Emergency Road Service System (WERSS) – 1-800-345-8229;
- Wheel Refurbishing Wheels are blasted and inspected to identify unsafe conditions;
- Flat Proofing ("WingFil") - Service Technicians are trained and certified in the correct and safe procedures for installing flat proofing materials by Arnco.

CUSTOMER SALES REPORTING AND TIRE INVENTORY CONTROLS

Goodyear Commercial Tire & Service Centers' award winning, comprehensive Internet Technology tools allow every one of our customers an opportunity to utilize their sales, inventory and retreading data to better manage their tire costs.

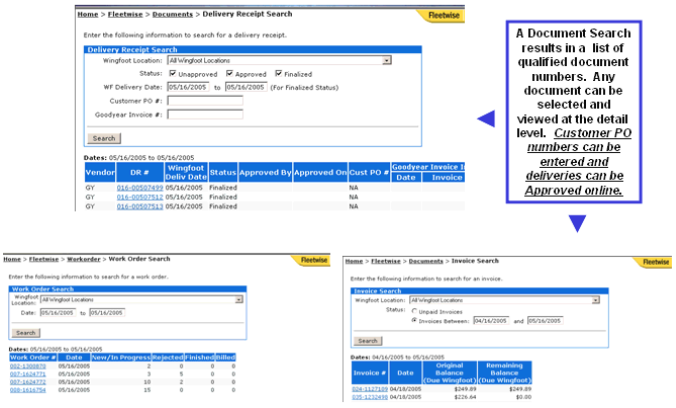
Goodyear CT&SC's exclusive "Fleetwise" Internet access site on www.goodyearctsc.com offers these reporting options:

Purchase Reports

- Billing Statement Search
- Invoice Purchase Summaries
- Purchase Trends and Graphs
- Invoice Search and Detail Retrieval
- Work Order Search and Detail Retrieval

Retread Production:

- Production Summary
- Repair Summary
- Reject Summary



Attachment 4

Road Service

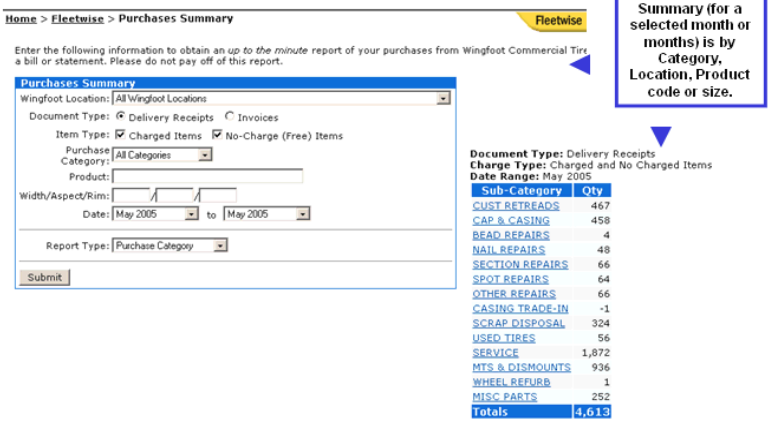
- Road Service Requests
- Road Service Summary

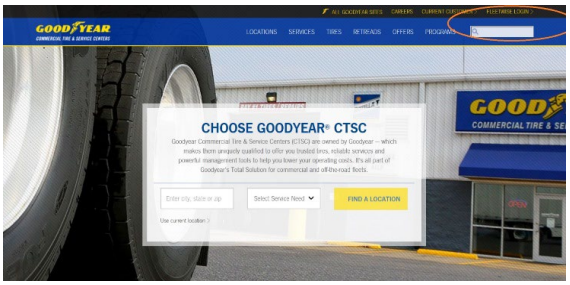
All Customer Information is secured behind a userid and password.

Userids and passwords are issued by the Goodyear CT&SC corporate offices at the request of the local Goodyear CT&SC sales location responsible for servicing the customer.

Each customer user id can be restricted to specific tools. This allows the customer to control how much data they want their associates to have access to.

Goodyear CT&SC recognizes the value of timely, accurate and complete information. Information that helps our customers better manage their tire and service needs.





Our Internet sites is:
www.goodyearctsc.com

Sign – in to Fleetwise Data for Customer

Attachment 4

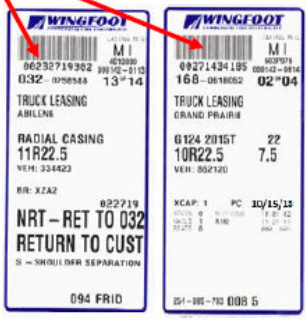
Goodyear CT&SC's Computerized New Tire & Retread Casing Control Systems

Goodyear CT&SC computerized customer casing, retread processing, and new tire inventory control based upon barcode controls.

New Tire receiving Station or Retread Plant casing production control entry Station and Barcode Reader



All new tires received to inventory or casings brought into retread production system are tagged – the tag is affixed to both sidewalls of the tire or casing.



- Barcoding eliminates manual keyboard errors
- The barcode is the link for controlling the inventory of new tires and the customer's casing data in production & reporting all data to the customer on Goodyear CT&SC's Fleetwise website.
- New tires received from manufacturer are received to inventory. An inventory barcode tag is placed on both sidewalls of each tire.
- Worn Tires ("Casings") received for retreading are identified with a barcode label when picked up from customer.
  - Same barcode is used on the production work order
- Each retreading step in production process has the customer's building spec's and instructions at the work station terminal.
- Customer retread requirements are controlled in production process for :
  - Casing DOT# for age allowed for retreading
  - Customer tread design preferences by type of casing or intended service
  - Special nail hole repair or section repair instructions
- Fleetwise website reporting is linked to scanned barcodes during billing process for
  - Purchases by category
  - Inventory levels
  - Work-in progress reports
  - Scrapped Tire and "RAR" tire reports

MANAGING RISK

Goodyear take a proactive approach to reduce risk, but we also work to create a corporate culture that values safety.

IDENTIFYING AND ELEMINATING SAFTY RISKS

We all live with a certain level of risk each day. Our everyday activities, including driving a car, playing a sport, cooking food, and working around the house and yard, all come with some risk. The key to staying safe is to control these risks as much as possible.

At Goodyear, our plants are designed and engineered with more advanced safety devices for the work being performed. From basic physical guards to presence-sensing devices, our associates are protected.

All of our plants support our drive to zero injuries and incidents by taking a proactive approach to identifying and eliminating safety risks. The photos on this page are some examples of the safety engineering of our equipment.

Attachment 4

While we work to identify and then implement measures to reduce risks in our facilities, we don't stop there. We also collaborate with our associates to develop a mindset where all associates act in a way that keeps them, and others around them, safe. We believe safeguarding our factories and machines is important, but it is also critical our associates accept safety as a value, both at work and at home.

SAFTY COMPLIANCE

Our management system includes the important component of auditing for adherence to legal and company requirements, as well as to manage system standards including International Organization for Standardization (ISO) 14001, Occupational Health and Safety Assessment Series (OHSAS) 18001 and the Occupational Safety and Health Administration (OSHA) Voluntary Protection Program (VPP). Our audit system includes self-audits, audits by internal audit teams and third-party auditors. Audit performance is also tracked as a key performance measure to help ensure we are continuously improving our environmental, health, safety and sustainability (EHS&S) systems.

WORLDWIDE ENVIROMENTAL HEALTH, SAFETY AND SUSTAINABILITY (EHS&S) SYSTEMS

Goodyear is committed to ensuring all our manufacturing facilities worldwide have safe and healthy operations with the goal of protecting the safety, health and well-being of associates, contractors, the surrounding communities and the environment.

To protect worker health, a risk assessment process is used to evaluate the potential hazards of materials used or considered for use in manufacturing. These risk assessments are performed by a Global Product Stewardship/Sustainability Team with the purpose of identifying health risks so they can be minimized or eliminated.

To assure healthy workroom air quality, all manufacturing facilities conduct routine exposure monitoring for potentially hazardous chemicals and/or physical agents. All Goodyear sites follow a standardized sampling protocol that is recognized by the professional industrial hygiene community. The protocol establishes statistical confidence pertaining to exposures in the workplace, characterized according to process operation, jobs performed, tasks and chemical/physical agent of concern. Goodyear facilities worldwide typically collect more than 5,000 industrial hygiene samples per year to help ensure exposures remain well below all recognized exposure criteria - regulatory and consensus - and thereby minimize health risks to associates.

GOODYEAR'S COMMITMENT TO PRIVACY

The Goodyear Tire & Rubber Company and its affiliates (collectively, "Goodyear") respect individual privacy and values the confidence of our associates, customers, vendors and others with whom we do business. Goodyear strives to process Personally Identifiable Information ("Pll") in a manner consistent with the laws of the countries in which we do business.

You are not required to provide any Pll to use this site. Any information you do provide through this site will be maintained in a reasonably secure manner and will only be used or disclosed in a manner consistent with the purposes for which you provide the information, or as otherwise disclosed to you, including as described in this policy. For more information on Goodyear's privacy policies and practices, please see the information within the following link. *(https:/lcorporate.goodvear.com/en-US/termsconditions-and-privacy-policv!global-privacv-policv.html).*

DISPUTE RESOLUTION

In the unlikely event that there should be a dispute that needs to be resolved, please contact the Goodyear Commercial Tire and Service Centers location in [loc]

Attachment 4

BuyBoard

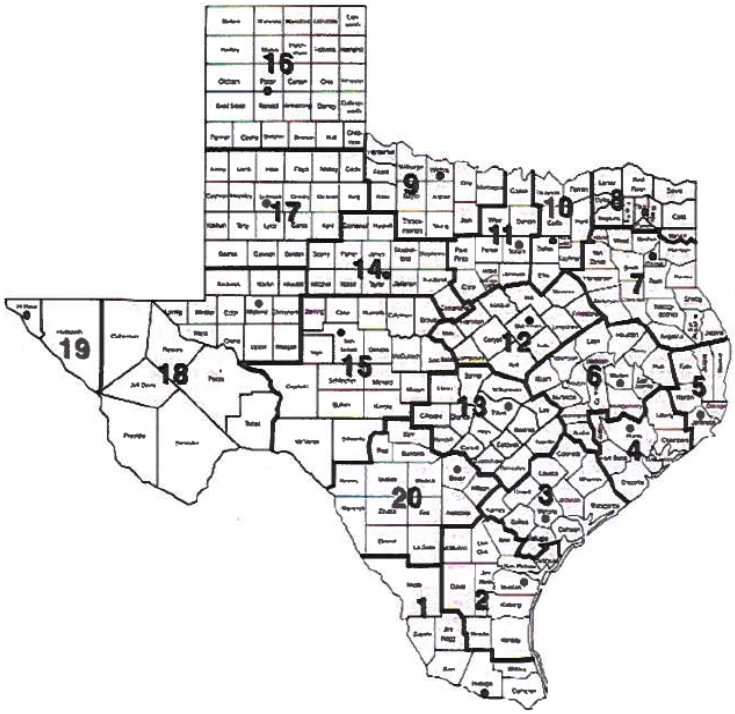
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TEXAS REGIONAL SERVICE DESIGNATION

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

Attachment 4

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

Attachment 4

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

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

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

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

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

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

Attachment 4

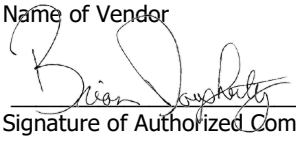
8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of 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.

The Goodyear Tire & Rubber Co.

Name of Vendor

Proposal Invitation Number



Signature of Authorized Company Official

Brian Dougherty

Printed Name of Authorized Company Official

7/16/2024

Date

Attachment 4

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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)
Goodyear Commercial Tire & Service Center	Diane Rushing, Center Manager	Address: 1255 W Cardinal Dr., Beaumont, TX 77705 Phone: (409)842-4719 Fax: (409)842-2177 Email: drushing@goodyear.com
Goodyear Commercial Tire & Service Center	Sandra Boggs, Office Manager	Address: 3160 Irving Blvd., Dallas, TX 75247 Phone: (214)630-1671 Fax: (214)630-4815 Email: sandra_boggs@goodyear.com
Goodyear Commercial Tire & Service Center	Nery Argueta, Center Manager	Address: 3702 La Reunion Parkway, Dallas, TX 75212 Phone: (469)310-0900 Fax: (469)310-0901 Email: nery_argueta@goodyear.com
Goodyear Commercial Tire & Service Center	Bradley Frazier, Center Manager	Address: 8501 Peterbilt Ave., Dallas, TX 75241 Phone: (972)224-5823 Fax: (972)224-3942 Email: bradley_frazier@goodyear.com
Goodyear Commercial Tire & Service Center	Terry Hamill, Center Manager	Address: 4981 Barthold Rd., Denton, TX 76207 Phone: (940)482-1784 Fax: (940)482-1841 Email: terry_hamill@goodyear.com
Goodyear Commercial Tire & Service Center	Kyle Grudza, Center Manager	Address: 2820 Market St., Garland, TX 75041 Phone: (972)278-3193 Fax: (972)278-8692 Email: kyle_grudza@goodyear.com
Goodyear Commercial Tire & Service Center	Thomas Lutner, Center Manager	Address: 11941 Cutten Rd., STE 600, Houston, TX 77066 Phone: (281)880-9378 Fax: (281)880-9927 Email: thomas_lutner@goodyear.com
Goodyear Commercial Tire & Service Center	Don Stewart, Center Manager	Address: 4411 Homestead Rd., Houston, TX 77028 Phone: (713)672-0007 Fax: (713)672-6370 Email: dstewart@goodyear.com
Goodyear Commercial Tire & Service Center	Juan Martinez, Assistant Manager	Address: 27705 Katy Frwy., Katy, TX 77494 Phone: (281)392-4000 Fax: (281)392-1348 Email: jjmartinez@goodyear.com
Goodyear Commercial Tire & Service Center	Ricky Barela, Center Manager	Address: 1810 S. Hwy 3, League City, TX 77573 Phone: (281)332-5511 Fax: (281)332-9672 Email: ricky_barelajr@goodyear.com

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Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)
Goodyear Commercial Tire & Service Center	Jason Brannon, Center Manager	Address: 3725 E. Loop Dr., Longview, TX 75602 Phone: (903)757-7677 Fax: (903)757-7097 Email: jbrannon@goodyear.com
Goodyear Commercial Tire & Service Center	Jackie Murry, Center Manager	Address: 6124 Reading Rd., Rosenberg, TX 77471 Phone: (281)232-6216 Fax: (281)232-6296 Email: jackie_murry@goodyear.com
Goodyear Commercial Tire & Service Center	Linzy Neal, Center Manager	Address: 2801 S Southwest Loop 323, Tyler, TX 75701 Phone: (903)593-0196 Fax:(903)593-4482 Email: linzy_neal@goodyear.com
Goodyear Commercial Tire & Service Center	Elmer Jones, Center Manager	Address: 1201 Sheppard Access Dr., Wichita Falls, TX 7306 Phone: (940)766-5324 Fax: (940)766-5353 Email: sjones@goodyear.com
Goodyear Commercial Tire & Service Center	Jerry Chambers, Center Manager	Address: 1789 E Hwy 80, Abilene, TX 79601 Phone: (325)677-4211 Fax: (325)677-0768 Email: jerrychambers@goodyear.com
Goodyear Commercial Tire & Service Center	Ronnie Villarreal, Center Manager	Address: 1134 S Navigation Blvd., Corpus Christi, TX 78405 Phone: (361)289-8251 Fax: (361)289-7774 Email: ronnie_villarreal@goodyear.com
Goodyear Commercial Tire & Service Center	Juan Dominguez, Center Manager	Address: 6501 N Expressway 281 Unit E, Edinburg, TX 78542 Phone: (956)316-4722 Fax: (956)316-4779 Email: juan_dominguez@goodyear.com
Goodyear Commercial Tire & Service Center	Filiberto Sotelo, Center Manager	Address: 1459 Bessemer Dr., El Paso, TX 79936 Phone: (915)599-1400 Fax: (915)590-4241 Email: fsotelo@goodyear.com
Goodyear Commercial Tire & Service Center	Brandon Fore, Center Manager	Address: PO Box 928, Elm Mott, TX 76640 Phone: (254)829-2556 Fax: (254)829-279 Email: bfore@goodyear.com
Goodyear Commercial Tire & Service Center	Marc Campuzano, Center Manager	Address: 3312 Dooling St., Fort Worth, TX 76111 Phone: (817)831-6258 Fax: (817)831-6250 Email: marc_campuzano@goodyear.com

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Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)
Goodyear Commercial Tire & Service Center	Cynthia Solis, Center Manager	Address: 11802 FM 1472 STE B, Laredo, TX 78045 Phone: (956)724-6294 Fax: (956)724-8994 Email: csolis@goodyear.com
Goodyear Commercial Tire & Service Center	Robert Davis, Center Manager	Address: 1709 Royston Ln., Round Rock, TX 78664 Phone: (512)990-5733 Fax: (512)252-1497 Email: robertdavis@goodyear.com
Goodyear Commercial Tire & Service Center	Blake Dresdow, Center Manager	Address: 8477 NE Loop 410, San Antonio, TX 78219 Phone: (210)661-9886 Fax: (210)666-0820 Email: bdresdow@goodyear.com
Goodyear Commercial Tire & Service Center	Christopher Street, Center Manager	Address: 9007 N US Hwy, Victoria, TX 77905 Phone: (361)465-4750 Fax: n/a Email: christopher_street@goodyear.com
Goodyear Truck Care Center	Jessie Campolla, General Manager	Address: 8815 E Interstate 40, Amarillo, TX 79118 Phone: (806)335-1656 Fax: (806)335-1630 Email: jessie_campolla@goodyear.com
Goodyear Truck Care Center	Marcelino Carrillo, General Manager	Address: 2015 Antonio St., Ste C, Anthony, TX 79821 Phone: (915)886-3252 Fax: (915)886-3305 Email: marc_carrillo@goodyear.com
Goodyear Truck Care Center	L. Reece Broussard, General Manager	Address: 1872 E Freeway, Baytown, TX 77521 Phone: (281)424-5555 Fax: (281)424-5557 Email: reece_broussard@goodyear.com
Goodyear Truck Care Center	Roberto Aguirre, General Manager	Address: 13390 S Unitec Dr., Laredo, TX 78045 Phone: (956)724-1211 Fax: (956)724-2632 Email: raguirre@goodyear.com
Goodyear Truck Care Center	Gregory Bradley, General Manager	Address: 10213 WCR 127, Midland, TX 79706 Phone: (432)561-5906 Fax: (432)561-5940 Email: gregory_bradley@goodyear.com
Goodyear Truck Care Center	Daniel Moreno, General Manager	Address: 1202 Sun Valley Rd., Robinson, TX 76706 Phone: (254)662-5500 Fax: (254)662-5503 Email: daniel_moreno@goodyear.com

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Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)
Goodyear Truck Care Center	Sterling Scott	Address: 1200-A S. Hillcrest Dr., Sulphur Springs, TX 75482 Phone: (903)439-6200 Fax: (903)439-6215 Email: sterling_scott@goodyear.com

Attachment 4

The Goodyear Tire & Rubber Company

Akron, Ohio 44316 – 0001

October 23, 2023

Texas BuyBoard Bid #729-24

The following awarded Goodyear Commercial Tire & Service Center locations for the bid referenced above are authorized by The Goodyear Tire & Rubber Company to sell, install and service the tires and retreads that are submitted as part of the included bid package. Please note, The Goodyear Tire & Rubber Company is the manufacturer for the tires that are proposed in the catalog.

1	DISTRICT	LOC #	Non-Sig	Address	CITY	STATE	ZIP	Phone	Fax Number	Key	Service Offering
2	06 - EAST	14	184802	1255 W CARDINAL DR	BEAUMONT	TX	77705	409-842-4719	409-842-2177	Traditional Store	New Tires & Retreads
3	06 - EAST	8	184796	3160 IRVING BLVD	DALLAS	TX	75247	214-630-1671	214-630-4815	Traditional Store	New Tires & Retreads
4	06 - EAST	342	118429	3702 LA REUNION PARKWAY	DALLAS	TX	75212	469-310-0900	469-310-0901	Traditional Store	New Tires & Retreads
5	06 - EAST	272	182741	3702 LA REUNION PARKWAY	DALLAS	TX	75212	469-310-0900	469-310-0901	Retread Plant	No Service
6	06 - EAST	168	184485	8501 PETERBILT AVE	DALLAS	TX	75241	972-224-5823	972-224-3942	Traditional Store	New Tires & Retreads
7	06 - EAST	233	163737	4981 BARTHOLD RD	DENTON	TX	76207	940-482-1784	940-482-1841	Traditional Store	New Tires & Retreads
8	06 - EAST	286	135047	2820 MARKET ST	GARLAND	TX	75041	972-278-3193	972-278-8692	Traditional Store	New Tires & Retreads
9	06 - EAST	294	135946	11941 CUTTEN RD STE 600	HOUSTON	TX	77066	281-880-9378	281-880-9927	Traditional Store	New Tires & Retreads
10	06 - EAST	170	184487	4411 HOMESTEAD RD	HOUSTON	TX	77028	713-672-0007	713-672-6370	Traditional Store	New Tires & Retreads
11	06 - EAST	16	184804	27705 KATY FRWY	KATY	TX	77494	281-392-4000	281-392-1348	Traditional Store	New Tires & Retreads
12	06 - EAST	273	182388	27705 KATY FRWY	KATY	TX	77494	281-392-4000	281-392-1348	Retread Plant	No Service
13	06 - EAST	11	184799	1810 S HWY 3	LEAGUE CITY	TX	77573	281-332-5511	281-332-9672	Traditional Store	New Tires & Retreads
14	06 - EAST	38	184825	3725 E LOOP DR	LONGVIEW	TX	75602	903-757-7677	903-757-7097	Traditional Store	New Tires & Retreads
15	06 - EAST	253	150807	6124 READING RD	ROSENBERG	TX	77471	281-232-6216	281-232-6296	Traditional Store	New Tires & Retreads
16	06 - EAST	15	184803	2801 S SOUTHWEST LOOP 323	TYLER	TX	75701	903-593-0196	903-593-4482	Traditional Store	New Tires & Retreads
17	06 - EAST	275	133428	1201 SHEPPARD ACCESS DR	WICHITA FALLS	TX	76306	940-766-5324	940-766-5353	Traditional Store	New Tires & Retreads
18	07 - WEST	423	155579	8815 E INTERSTATE 40	AMARILLO	TX	79118	806-335-1656	806-335-1630	On highway	Full Service
19	07 - WEST	418	160246	2015 ANTONIO ST STE C	ANTHONY	TX	79821	915-886-3252	915-886-3305	On Highway	Full Service
20	07 - WEST	436	150787	1872 E FREEWAY	BAYTOWN	TX	77521	281-424-5555	281-424-5557	On Highway	Full Service
21	07 - WEST	429	156611	13390 S UNITEC DR	LAREDO	TX	78045	956-724-1211	956-724-2632	On Highway	Full Service
22	07 - WEST	433	152491	10213 WCR 127	MIDLAND	TX	79706	432-561-5906	432-561-5940	On Highway	Full Service
23	07 - WEST	421	154425	1202 SUN VALLEY RD	ROBINSON	TX	76706	254-662-5500	254-662-5503	On highway	Full Service
24	07 - WEST	445	148769	1200-A S HILLCREST DR	SULPHUR SPRINGS	TX	75482	903-439-6200	903-439-6215	On Highway	Full Service
25	14 - WEST	33	184821	1789 E HWY 80	ABILENE	TX	79601	325-677-4211	325-677-0768	Traditional Store	New Tires & Retreads
26	14 - WEST	50	184836	3601 HIGHWAY 21 E	BRYAN	TX	77808	979-778-8283	979-778-1163	Traditional Store	New Tires & Retreads
27	14 - WEST	39	184826	1134 S NAVIGATION BLVD	CORPUS CHRISTI	TX	78405	361-289-8251	361-289-7774	Traditional Store	New Tires & Retreads
28	14 - WEST	41	184828	6501 N EXPRESSWAY 281 UNIT E	EDINBURG	TX	78542	956-316-4722	956-316-4779	Traditional Store	New Tires & Retreads
29	14 - WEST	57	184844	1459 BESSEMER DR	EL PASO	TX	79936	915-599-1400	915-590-4241	Traditional Store	New Tires & Retreads
30	14 - WEST	330	160118	1459 BESSEMER DR	EL PASO	TX	79936	915-599-1400	000-000-0000	Retread Plant	No Service
31	14 - WEST	224	173397	P O BOX 928	ELM MOTT	TX	76640	254-829-2556	254-829-2797	Traditional Store	New Tires & Retreads
32	14 - WEST	203	184488	3312 DOOLING ST	FORT WORTH	TX	76111	817-831-6258	817-831-6250	Traditional Store	New Tires & Retreads
33	14 - WEST	40	184827	11802 FM 1472 STE B	LAREDO	TX	78045	956-724-6294	956-724-8994	Traditional Store	New Tires & Retreads
34	14 - WEST	42	184829	1709 ROYSTON LN	ROUND ROCK	TX	78664	512-990-5733	512-252-1497	Traditional Store	New Tires & Retreads
35	14 - WEST	17	184805	8477 NE LOOP 410	SAN ANTONIO	TX	78219	210-661-9886	210-666-0820	Traditional Store	New Tires & Retreads
36	14 - WEST	262	182389	8477 NE LOOP 410	SAN ANTONIO	TX	78219	210-661-9886	210-666-0820	Retread Plant	No Service
37	14 - WEST	348	120013	9007 N US HWY 59	VICTORIA	TX	77905	361-465-4750	000-000-0000	Traditional Store	New Tires & Retreads

These dealers are not assigned territories by The Goodyear Tire & Rubber Company, they may choose to sell tires and related services wherever they wish.

Sincerely,

Chris Campbell
Senior Director, CTSC

Attachment 4

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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 Code

Phone Number

Fax Number

Email address

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

Attachment 4

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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.

The Goodyear Tire & Rubber Company was founded in 1898 and currently has over 200 locations across North America. The Goodyear Tire & Rubber Company is not currently 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.

Sales associates are trained in Goodyear commercial tire sales programs. Tire technicians are trained to TIA Standards.

Personnel available for tire labor, delivery & installation, & for vehicle alignment & mechanical repair - 120+

Personnel available for product selection (center managers, assistant managers, sale representatives) 60+

Personnel to assist Cooperative Members with product & technical issues 30+

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.

Goodyear Commercial Tire & Service Centers will directly contact ISDs, Counties, and other Eligible governmental customers in Texas throughout commercial sales locations.

Attachment 4

BuyBoard

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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 Goodyear Tire & Rubber Company is a publicly traded company that is one of the top 200 companies as ranked by Fortune Magazine. Attached to the proposal is Goodyear's executive summary. Goodyear has $1,000,000 Works' Compensation coverage and a self-insured retention of $3,000,000 for general liability. Additionally, Goodyear maintains various insurance coverages.

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.

The Goodyear Tire & Rubber Company is a publicly held company.

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.

This question is not practical to answer as Goodyear is a publicly traded company

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.

This question is not practical to answer as Goodyear is a publicly traded company. Goodyear does not track nor can it warrant, the employment status of its shareholders or their relatives or the relatives of our associates.

Attachment 4

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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: _____

Attachment 4

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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: A Vendor proposing on Section I: Tire Products and Supplies; Specification Lines 1-3 shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

Section I: Tire Products and Supplies

1. Discount (%) off catalog/pricelist for **Tires and Tubes** (All Types of Cars, SUVs, School Buses, Trucks and Related Vehicles).
2. Discount (%) off catalog/pricelist for **Off-the-Road** (OTR, Earthmover) **Tires and Tubes.**
3. Discount (%) off catalog/pricelist for **Retread Tires and Tubes** (All Types of Cars, SUVs, School Buses, Trucks and Related Vehicles).
4. Discount (%) off catalog/pricelist for **Tire Foam Fill and Related Products.**
5. Discount (%) off catalog/pricelist for **All Other Tires and Related Products**.

Section II: Tire Equipment and Services

6. Discount (%) off catalog/pricelist for **Tire Mounting, Dismounting, Road Hazard, and Flat Repair Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles).
7. Discount (%) off catalog/pricelist for **Tire Valve Stems Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles).
8. Discount (%) off catalog/pricelist for **Tire Balancing Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles).
9. Discount (%) off catalog/pricelist for **Tire Alignment Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles).
10. Discount (%) off catalog/pricelist for **Tire Disposal and Recycling Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles).
11. Discount (%) off catalog/pricelist for **Mobile Lift Systems, Support Stands, and Jacks for Tire Repair and Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles).

Section III: Installation and Repair Service

12. **Hourly Labor Rate for Installation/Repair Service of Tire Related Equipment and Products,** not to exceed hourly labor rate for Installation/Repair Service of Tire Related Equipment and Products.

Attachment 4

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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) must be submitted with the Proposal or the Proposal will not be considered.* **Manufacturer Authorization Letters.**

Attachment 4

Wingfoot Commercial Tire Systems, LLC Information

Address: 200 Innovation Way
Akron, OH 44316
Phone: (800) 643-7330
Fax: (479) 788-6486

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

Chris Campbell
Signature

ct_govtsales@goodyear.com
Email

Submitted at 10/25/2023 01:37:16 PM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 729-24, Tires, Tubes, Supplies and Equipment

Compiled Buy Board Bid 10-25-2023.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

Buy Board New Tire Price List 02.29.2024-03.01.2025.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

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

letter head Executive Summary.doc

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.)

Manufacturer Authorization Letter(s)

Manufacturer Authorization.pdf

REQUIRED - Upload Manufacturer Authorization Letter(s) in PDF format. A Vendor proposing on Section I: Tire Products and Supplies; Specification Lines 1-3 shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

IRS Form W-9 Request for Taxpayer Identification Number and Certification

W9 1-1-2023.pdf

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

Response Attachments

Attachment 4

Buy Board Retread Price List 02.29.2024-03.01.2025.pdf

Retread Price Book

Copy of Service Labor Buyboard 2024_2025.pdf

Service Labor Price Book

Tire Disposal Fees.pdf

Tire Disposal Fees

Bid Attributes

1	**Federal Identification Number** Federal Identification Number 34-0253240
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** Attachment 4 A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. **I certify that my company has been certified as a MWBE/HUB in the following categories**: *(Please check all that apply)*
6	**Minority Owned Business** Minority Owned Business ☐ *Minority Owned Business*
7	**Women Owned Business** Women Owned Business ☐ *Women Owned Business*
8	**Service-Disabled Veteran Owned Business** Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense) ☐ *Service-Disabled Veteran Owned Business*
9	**Certification Number** Certification Number *No response*
10	**Name of Certifying Agency** Certifying Agency *No response*
11	**Non-MWBE/HUB** My company has NOT been certified as a MWBE/HUB ☑ Non-HUB
12	**Vendor General Contact Information** Proposal/Contract General Contact Information
13	**Vendor Proposal/Contract Contact Name** Vendor Proposal/Contract Contact Name The Goodyear Tire & Rubber Company/Chris Campbell
14	**Vendor Proposal/Contract Contact E-mail Address** Vendor Proposal/Contract Contact E-mail Address ct_govtsales@goodyear.com
15	**Vendor Proposal/Contract Mailing Address** Vendor Proposal/Contract Mailing Address 200 Innovation Way

Attachment 4

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

Vendor Proposal/Contact Mailing Address - City

Akron

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

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

OH

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

Vendor Proposal/Contact Mailing Address - Zip Code

44316

19 **Vendor Proposal/Contact Phone Number**

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

330-796-1394

20 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

No response

21 **Company Website**

Company Website (www.XXXXX.com)

www.goodyearctsc.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

ct_govtsales@goodyear.com

24 **Purchase Order Contact Name**

Purchase Order Contact Name

Chris Campbell

25 **Purchase Order Contact Phone Number**

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

330-796-1394

Attachment 4

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

No response

28 Alternate Purchase Order Contact Name

Alternate Purchase Order Contact Name

No response

29 Alternate Purchase Order Contact Phone Number

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

No response

30 Alternate Purchase Order Contact Extension Number

Alternate Purchase Order Contact Extension Number

No response

31 Purchase Orders Contact Information

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Yes

32 Request for Quotes (RFQ)

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

33 Request for Quote (RFQ) E-mail Address

Request for Quote (RFQ) E-mail Address

ct_govtsales@goodyear.com

34 Request for Quote (RFQ) Contact Name

Request for Quote (RFQ) Contact Name

Chris Campbell

35 Request for Quote (RFQ) Contact Phone Number

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

330-796-1394

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 *No response*
38	**Alternate Request for Quote (RFQ) Contact Name** Alternate Request for Quote (RFQ) Contact Name *No response*
39	**Alternate Request for Quote (RFQ) Contact Phone Number** Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) *No response*
40	**Alternate Request for Quote (RFQ) Contact Extension Number** Alternate Request for Quote (RFQ) Contact Extension Number *No response*
41	**Invoices** Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.
42	**Invoices** **Please choose <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 The Goodyear Tire & Rubber Company
44	**Invoice Company Department Name** Invoice Company Department Name Goodyear Commercial Tire & Service Center

Attachment 4

45	**Invoice Contact Name** Invoice Contact Name Chris Campbell
46	**Invoice Mailing Address** Invoice Mailing Address (P.O. Box or Street Address) 200 Innovation Way
47	**Invoice Mailing Address - City** Invoice Mailing Address - City Akron
48	**Invoice Mailing Address - State** Invoice Mailing Address - State (Abbreviate State Name) OH
49	**Invoice Mailing Address - Zip Code** Invoice Mailing Address (Zip Code) 44316
50	**Invoice Contact Phone Number** Invoice Contact Phone Number (xxx-xxx-xxxx) 330-796-1394
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 ct_govtsales@goodyear.com
54	**Invoice Contact Alternate E-mail Address** Invoice Contact Alternate E-mail Address *No response*
55	**Billing Agent Company Name** Billing Agent Company Name *No response*
56	**Billing Agent Department Name** Billing Agent Department Name *No response*

Attachment 4

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 Company Truck

Attachment 4

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).

N30

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

Goodyear CTSC

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*

Attachment 4

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

Attachment 4

89	**Region 14** Region 14 - Abilene ☐ *Region 14*
90	**Region 15** Region 15 - San Angelo ☐ *Region 15*
91	**Region 16** Region 16 - Amarillo ☐ *Region 16*
92	**Region 17** Region 17 - Lubbock ☐ *Region 17*
93	**Region 18** Region 18 - Midland ☐ *Region 18*
94	**Region 19** Region 19 - El Paso ☐ *Region 19*
95	**Region 20** Region 20 - San Antonio ☐ *Region 20*
96	**State Service Designation** **State Service Designation - Refer to Form in Proposal Invitation.** As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.*** If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*
97	**Company Name** Company Name Goodyear CTSC

Attachment 4

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 not serve all states in the United States
99	**Alabama** Alabama ☐ *Alabama*
100	**Alaska** Alaska ☐ *Alaska*
101	**Arizona** Arizona ☐ *Arizona*
102	**Arkansas** Arkansas ☐ *Arkansas*
103	**California** California (Public Contract Code 20118 & 20652) ☐ *California*
104	**Colorado** Colorado ☐ *Colorado*
105	**Connecticut** Connecticut ☐ *Connecticut*
106	**Delaware** Delaware ☐ *Delaware*
107	**District of Columbia** District of Columbia ☐ *District of Columbia*
108	**Florida** Florida ☐ *Florida*
109	**Georgia** Georgia ☐ *Georgia*

Attachment 4

110	**Hawaii** Hawaii ☐ *Hawaii*
111	**Idaho** Idaho ☐ *Idaho*
112	**Illinois** Illinois ☐ *Illinois*
113	**Indiana** Indiana ☐ *Indiana*
114	**Iowa** Iowa ☐ *Iowa*
115	**Kansas** Kansas ☐ *Kansas*
116	**Kentucky** Kentucky ☐ *Kentucky*
117	**Louisiana** Louisiana ☐ *Louisiana*
118	**Maine** Maine ☐ *Maine*
119	**Maryland** Maryland ☐ *Maryland*
120	**Massachusetts** Massachusetts ☐ *Massachusetts*
121	**Michigan** Michigan ☐ *Michigan*

Attachment 4

122	**Minnesota** Minnesota ☐ *Minnesota*
123	**Mississippi** Mississippi ☐ *Mississippi*
124	**Missouri** Missouri ☐ *Missouri*
125	**Montana** Montana ☐ *Montana*
126	**Nebraska** Nebraska ☐ *Nebraska*
127	**Nevada** Nevada ☐ *Nevada*
128	**New Hampshire** New Hampshire ☐ *New Hampshire*
129	**New Jersey** New Jersey ☐ *New Jersey*
130	**New Mexico** New Mexico ☐ *New Mexico*
131	**New York** New York ☐ *New York*
132	**North Carolina** North Carolina ☐ *North Carolina*
133	**North Dakota** North Dakota ☐ *North Dakota*

Attachment 4

134	**Ohio** Ohio ☐ *Ohio*
135	**Oklahoma** Oklahoma ☐ *Oklahoma*
136	**Oregon** Oregon ☐ *Oregon*
137	**Pennsylvania** Pennsylvania ☐ *Pennsylvania*
138	**Rhode Island** Rhode Island ☐ *Rhode Island*
139	**South Carolina** South Carolina ☐ *South Carolina*
140	**South Dakota** South Dakota ☐ *South Dakota*
141	**Tennessee** Tennessee ☐ *Tennessee*
142	**Texas** Texas ☐ *Texas*
143	**Utah** Utah ☐ *Utah*
144	**Vermont** Vermont ☐ *Vermont*
145	**Virginia** Virginia ☐ *Virginia*

Attachment 4

146	**Washington** Washington ☐ *Washington*
147	**West Virginia** West Virginia ☐ *West Virginia*
148	**Wisconsin** Wisconsin ☐ *Wisconsin*
149	**Wyoming** Wyoming ☐ *Wyoming*

Bid Lines

1 **Section I: Tire Products and Supplies**

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

Total: 47%

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: A Vendor proposing on Section I: Tire Products and Supplies; Specification Lines 1-3 shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

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".

Buy Board New Tire Price List

Attachment 4

2 **Section I: Tire Products and Supplies**

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

Total: 30%

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: A Vendor proposing on Section I: Tire Products and Supplies; Specification Lines 1-3 shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

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".

Buy Board New Tire Price List

3 **Section I: Tire Products and Supplies**

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

Total: 73.76%

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: A Vendor proposing on Section I: Tire Products and Supplies; Specification Lines 1-3 shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

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

Attachment 4

Item Attributes

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

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

Buy Board Retread Price List

4 **Section I: Tire Products and Supplies**

Discount (%) off catalog/pricelist for **Tire Foam Fill and Related Products**. 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.**

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".

Copy of Service Labor Buyboard

5 **Section I: Tire Products and Supplies**

Discount (%) off catalog/pricelist for **All Other Tires and Related Products**. 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.**

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".

Copy of Service Labor Buyboard

6 **Section II: Tire Equipment and Services** Attachment 4

Discount (%) off catalog/pricelist for **Tire Mounting, Dismounting, Road Hazard, and Flat Repair Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). 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.**

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".

Copy of Service Labor Buyboard

7 **Section II: Tire Equipment and Services**

Discount (%) off catalog/pricelist for **Tire Valve Stem Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). 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.**

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".

Copy of Service Labor Buyboard

8	**Section II: Tire Equipment and Services** Attachment 4 Discount (%) off catalog/pricelist for **Tire Balancing Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). 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.** 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". Copy of Service Labor Buyboard
9	**Section II: Tire Equipment and Services** Discount (%) off catalog/pricelist for **Tire Alignment Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). 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.** 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". Copy of Service Labor Buyboard

10 **Section II: Tire Equipment and Services** Attachment 4

Discount (%) off catalog/pricelist for **Tire Disposal and Recycling Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). 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.**

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".

Tire Disposal Fee Word Doc.

11 **Section II: Tire Equipment and Services**

Discount (%) off catalog/pricelist for **Mobile Lift Systems, Support Stands, and Jacks for Tire Repair and Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). 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

Item 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

12 **Section II: Installation and Repair Service**

Hourly Labor Rate for Installation/Repair Service of Tire Related Equipment and Products - **Not to Exceed** hourly labor rate for Installation/Repair Service of Tire Related Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: $132.00 Total: $132.00

Response Total: $132.00

Attachment 5

Vendor Contract Information Summary

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

12/16/2024 12:15 PM

Attachment 5

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

January 24, 2024

Sent Via Email: gov-sales@stmtires.com

Richard Conwill
Southern Tire Mart LLC
800 Highway 98
Columbia, MS 39429

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 729-24, Tires, Tubes, Supplies and 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 March 1, 2024, through February 28, 2025, 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. 729-24 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 bids@buyboard.com.

Sincerely,

Stacy Finn

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

Attachment 5

January 24, 2024

Sent Via Email: gov-sales@stmtires.com

Richard Conwill
Southern Tire Mart LLC
800 Highway 98
Columbia, MS 39429

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 729-24, Tires, Tubes, Supplies and 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 March 1, 2024, through February 28, 2025, 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. 729-24 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 bids@buyboard.com.

Sincerely,

Stacy Finn, 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

Attachment 5

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

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Tires, Tubes, Supplies and Equipment	**Proposal Due Date/Opening Date and Time** October 26, 2023, at 4:00 PM
Proposal Invitation Number 729-24	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term March 1, 2024, through February 28, 2025, with two possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** February 2024

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.

Southern Tire Mart, LLC. Name of Proposing Company	10-22-23 Date
800 HWY 98 Street Address	 Signature of Authorized Company Official
Columbia, MS. 39429 City, State, Zip	Richard Conwill Printed Name of Authorized Company Official
601-424-3215 Telephone Number of Authorized Company Official	Director of Government Sales Position or Title of Authorized Company Official
601-651-0655 Fax Number of Authorized Company Official	06-1689011 Federal ID Number

Attachment 5

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:

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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): _____

_____

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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.**

Southern Tire Mart, LLC. employs 1,000 plus in the state of Texas.

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		
Southern Tire Mart, LLC.	800 HWY 98		
City	**State**	**Zip Code**	
Columbia	MS	39429	

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: _____

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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:

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

List and fully explain any deviations you are submitting:

Initial:

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VENDOR CONSENT FOR NAME BRAND USE

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

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

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

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

OPT OUT:

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

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

Initial: _____

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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.)

Initial: _____

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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.

Initial: _____

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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: 

Attachment 5

Attachment 5

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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

Southern Tire Mart, LLC.

Company Name

Signature of Authorized Company Official

Richard Conwill Director of Government Sales

Printed Name and Title

10-22-23

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: _____)

State of Incorporation (if applicable): Mississippi

Federal Employer Identification Number: 06-1689011
*(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.)*

Southern Tire Mart, LLC.

Attachment 5

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.
Southern Tire Mart, LLC

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) ► S

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.
800 Highway 98

Requester's name and address (optional)

6 City, state, and ZIP code
Columbia, MS 39429

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
0 6 - 1 6 8 9 0 1 1

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 ► Lynn Hayden Date ► 10/5/23

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.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

Attachment 5

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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: $ 20,155,200 . (The period of the 12-month period is 10/2022 / 09/2023). 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	Y	Y 2012-2023	Tires
2. T-PASS (State of Texas)			
3. OMNIA Partners		Y 2021-2022	Tires
4. Sourcewell (NJPA)	Y	Y 2021-2023	Tires
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)	Y	Y 2015-2023	Tires
9. Other NASPO	Y	Y 2016-2023	Tires

☐ **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 (%): Varies by brand and segment **Proposed Discount (%):** Varies by brand and segment

Explanation: _____

Attachment 5

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12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

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 price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	City of Houston	Jeff Meekins	832-393-8743	Jeff.Mekens@houstontx.gov	NETS	$ 805,185.25
2.	Cypress-Fairbanks ISD	Jennifer Chiu	281-897-4583	jennifer.chiu@cfisd.net	NETS	$ 429,093.00
3.	Katy ISD	Gloria Truskowski	281-396-6260	ap@katyisd.org	NETS	$ 216,095.89
4.	Humble ISD	Melinda Sappington	281-641-8999	melinda.sappington@humbleisd.net	NETS	$ 122,721.44
5.	Alvin ISD	Mickie Dietrich	281-824-0567	mdietrich@alvinisd.net	NETS	$ 116,545.68

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** ☒ **NO** ☐ If YES, please explain:

PRICING OFFERED THROUGH BUYBOARD IS USUALLY BETTER THAN THE NET PRICING OFFERED FOR INDIVIDUAL CONTRACTS.

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Southern Tire Mart, LLC
Company Name

Signature of Authorized Company Official

Richard Conwill
Printed Name

Attachment 5

Southern Tire Mart

Southern Tire Mart
Government Sales
800 Highway 98
Columbia, MS 39429

(877) 786-4681 Office
(601) 651-0655 Fax

gov-sales@stmtires.com
www.stmtires.com

Southern Tire Mart, LLC (STM) is the largest independently owned commercial tire dealer and retread manufacturer in the United States. In the past 19 years, we have expanded our business to operate fifteen Bandag manufacturing facilities, 100+ commercial service locations and have over 3,500 employees located in 15 states with annual sales exceeding $2,000,000,000.00. With our strategically located facilities, we can effectively service most, if not all, of your needs throughout the state.

Our employees are dedicated to providing customers with the most innovative and highest quality service in the industry. We make fleet maintenance simple through advanced technology, detailed reporting and innovative communication. The staff is well trained and knowledgeable and will be able to aid customers with any service need 24 hours a day, seven days a week. We will always strive to meet our customer's budget needs, while consistently exceeding expectations.

The accolades mentioned below indicate STM's commitment to customer service in the transportation industry (commercial and government customers alike).

•2021 Tire Dealer of the Year Award
•2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014 North American Commercial Tire Dealer (Top 10 dealers ranked by Modern Tire Dealer/Tire Business)
•2021, 2020 2019, 2018, 2017, 2015 North American Retreader (Top 10 dealers ranked by Modern Tire dealer/Tire Business)

Several of our stores house a retreading facility, which incorporates the Bandag Retreading procedure. The Bandag Retreading process is highlighted below:

•Initial Inspection – the tire will be visually inspected and marked for visible defects followed by and electronic inspection to find all "through-the tire" penetrations in the crown and sidewall areas.

•Shearography- this step determines the condition of casing.

•Buffing plus zipper damage inspection- the casing will be inflated to operational pressure to remove the worn tread surface, truing for roundness, preparing the surface for a new tread.

•Repair – damages identified during the inspection of the tires will be repaired with structurally sound materials that will return the casing to a useful life.

Solutions Provider to the Transportation Industry

Attachment 5

Southern Tire Mart

Southern Tire Mart
Government Sales
800 Highway 98
Columbia, MS 39429

(877) 786-4681 Office
(601) 651-0655 Fax

gov-sales@stmtires.com
www.stmtires.com

•Tread Building and Cushion Extrusion – Bandag uses a one step process to extrude an uncured bonding layer for the new tread to adhere to. When the tread is applied, it is automatically centered on the casing, matching the end splices.

•Curing – the uncured tire will be encased in an elastic envelope in preparation for curing. The enveloped tire will be cured in an autoclave-type device, applying heat and pressure over time, causing the bonding layer cure, permanently adhering the new tread to the prepared casing.

•Final Inspection – A visual, hands-on inspection from bead to bead, inside and out, is done by our skilled technicians to assure that the tire has been properly retreaded.

Bridgestone Bandag is the only Retread supplier that engineers, manufactures, and continuously supports its own line of equipment, available only to franchised dealers. Bandag equipment is designed to provide consistency of product, maximum efficiency, and safety. Bandag franchised dealers are required to utilize Bandag brand major equipment (Buffers, Builders, Chambers).

Equipment is supported throughout its life cycle by R&D and the Technical Services Group (Help desk call center & Field Technical Support Representative). Franchised dealers are provided Smart Resource funds generated from rubber purchases that are used to support equipment upgrades and other manufacturing enhancements to their retread facilities.

In contrast, Other Retread processes utilize equipment manufactured by third parties that provide limited support if any. No other Retread process has been able to duplicate this level of commitment to their franchised locations.

Thank you for allowing us the opportunity to submit our offer for the bid, and we welcome any questions you may have regarding the same.

Best Regards,

Richard Conwill
Director of Government Sales

Solutions Provider to the Transportation Industry

Attachment 5

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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	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.

Southern Tire Mart, LLC. will service states highlighted in yellow.

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 pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.
7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

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8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Southern Tire Mart, LLC.	729-24
Name of Vendor	Proposal Invitation Number
Signature of Authorized Company Official	Richard Conwill
	Printed Name of Authorized Company Official

10-22-23

Date

Attachment 5

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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)

Southern Tire Mart Store Directory 10/25/23

STORE #	STREET ADDRESS	CITY	STATE	ZIP	OFFICE	STORE MGR	MGR EMAIL
1	Call Center 800 Highway 98	Columbia	MS	39429	(877) 786-8473	Scott Williamson	Scott.Williamson@stmtires.com
99	800 Highway 98	Columbia	MS	39429	(601) 424-3200	Janet Price	Janet.Price@stmtires.com
134	7061 Bellville Road	Lake Park	GA	31636	(229) 559-1913	Jimmy Wessel	jimmy.wessel@stmtires.com
140	1505 Commerce Blvd	Midway	FL	32343	(850) 580-4010	Stacy Long	Stacy.Long@stmtires.com
142	7800 Pittman Ave	Pensacola	FL	32534	(850) 477-3330	Stephen Lamar	Stephen.Lamar@stmtires.com
144	7528 Penny Rd.	Panama City	FL	32404	(850) 914-0092	Scott Schriever	Scott.Schriever@stmtires.com
145	285 Sand Mine Rd.	DeFuniak Springs	FL	32433	(850) 951-2180	Todd Pope	Todd.Pope@stmtires.com
154	1314 Moultrie Road	Albany	GA	31705	(229) 920-3030	Codey Weaver	Codey.Weaver@stmtires.com
157	1400 Candler Rd	Gainesville	GA	30507	(678) 989-0924	Darrell Dawson	Darrell.Dawson@stmtires.com
158	2001 Industrial Pkwy	McDonough	GA	30253	(678) 432-5244	Austin Haeusler	austin.haeusler@stmtires.com
160	6200 Frontage Rd. @ I75	Forest Park	GA	30297	(404) 608-8111	Travis Allen	Travis.Allen@stmtires.com
162	6655 Corners Industrial Ct Ste B	Norcross	GA	30092	(770) 962-4882	Daniel Daugherty	daniel.daugherty@stmtires.com
855	75 Pinyon Rd. @ I20	Covington	GA	30016	(770) 787-5133	Torrell Fernanders	Torrell.Fernanders@stmtires.com
163	75 Pinyon Rd. @ I20	Covington	GA	30016	(770) 787-5133	Aaron Smith	Aaron.Smith@stmtires.com
165	4600 Fulton Industrial Blvd. SW	Atlanta	GA	30336	(404) 835-1374	Greg Boylan	Greg.Boylan@stmtires.com
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203	1854 East I65 Service Road North	Mobile	AL	36617	(251) 457-9915	Reggie Williamson	Reggie.Williamson@stmtires.com
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207	2514 Midpark Rd	Montgomery	AL	36109	(334) 263-0062	Trey Tolbert	Trey.Tolbert@stmtires.com
209	5400 Old Montgomery Hwy	Tuscaloosa	AL	35405	(205) 758-5527	Austin Parden	Austin.Parden@stmtires.com
857	3340 Vanderbilt Rd Ste 110	Birmingham	AL	35217	(205) 322-6602	Basil Reid	Basil.Reid@stmtires.com
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216	3715 Industrial Parkway	Jasper	AL	35501	(205) 384-3440	Tim Ellis	Tim.Ellis@stmtires.com
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250	12045 Shriners Blvd. @ I10	Biloxi	MS	39532	(228) 831-1200	Mike Scott	Mike.Scott@stmtires.com
252	6895 US Hwy 49	Hattiesburg	MS	39402	(601) 296-0322	Richard Broom	Richard.Broom@stmtires.com
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261	436 Hwy 49 South	Jackson	MS	39218	(601) 936-4702	George Kette	George.Kette@stmtires.com
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266	69801 Hwy 82 W	Greenwood	MS	38930	(662) 455-1592	Randy Sutton	Randy.Sutton@stmtires.com
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311	307 Ambassador Caffery Pkwy	Scott	LA	70583	(337) 267-8580	Greg Geary	Greg.Geary@stmtires.com
315	102 Dennis @ I10	Sulphur	LA	70665	(337) 882-0777	Brandon Ortego	Brandon.Ortego@stmtires.com
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333	2009 E Beebe Capps Expy	Searcy	AR	72143	(501) 268-1167	Don Draper	Don.Draper@stmtires.com
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335	12100 Valentine Rd. @ I40	Little Rock	AR	72117	(501) 955-5910	Gene Evans	Gene.Evans@stmtires.com
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STORE #	STREET ADDRESS	CITY	STATE	ZIP	OFFICE	STORE MGR	MGR EMAIL
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400	816 W Mockingbird Ln. @ I35	Dallas	TX	75247	(214) 631-7900	John Manuel	John.Manuel@stmtires.com
403	610 W Mockingbird Lane	Dallas	TX	75247	(214) 631-7990	Vernon Smith	Vernon.Smith@stmtires.com
405	35035 LBJ Fwy	Dallas	TX	75241	(214) 765-7099	Lazaro Somoza	Lazaro.Somoza@stmtires.com
871	1833 Mony St. @ I35	Ft. Worth	TX	76102	(817) 332-9000	Jacob Patterson	Jacob.Patterson@stmtires.com
410	1833 Mony St. @ I35	Ft. Worth	TX	76102	(817) 332-9000	James Allen	James.Allen@stmtires.com
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413	1411 Southland Dr.	Gainesville	TX	76240	(940) 665-3433	Daniel Ing	Daniel.Ing@stmtires.com
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417	2725 W Interstate 30	Greenville	TX	75402	(903) 527-4735	Travis Martin	Travis.Martin@stmtires.com
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420	3744 W Loop 281	Longview	TX	75604	(903) 759-3944	Danny Gauntt	Danny.Gauntt@stmtires.com
421	409 N Eastman Rd	Longview	TX	75602	(903) 236-9697	Danny Gauntt	Danny.Gauntt@stmtires.com
422	516 E NE Loop 323	Tyler	TX	75706	(903) 593-5555	David Pierce	David.Pierce@stmtires.com
423	5302 W 7th St.	Texarkana	TX	75501	(903) 832-5790	Lawrence Gilbert	Lawrence.Gilbert@stmtires.com
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459	1363 N Earl Rudder Fwy	Bryan	TX	77803	(979) 778-8683	Tyler Toomer	tyler.toomer@stmtires.com
462	1150 D Katy Fort Bend Rd	Katy	TX	77493	(281) 371-0394	Ryan Rasmussen	Ryan.Rasmussen@stmtires.com
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475	8823 I10 E	San Antonio	TX	78109	(210) 366-1111	Chris Scott	Christopher.Scott@stmtires.com
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478	625 FM 1917	Carrizo Springs	TX	78834	(830) 876-0005	John Balboa	John.Balboa@stmtires.com
479	2775 W Front St	Alice	TX	78332	(361) 449-2030	Toni Clark	Toni.Clark@stmtires.com
480	7133 I37	Corpus Christi	TX	78409	(361) 241-1300	Kirt McCabe	Kirt.Mccabe@stmtires.com
482	7605 US Hwy 59N	Victoria	TX	77905	(361) 576-4141	Rene Rangel	Rene.Rangel@stmtires.com
485	1101A Beltway Pkwy	Laredo	TX	78045	(956) 718-1050	Alex Peña	Alex.Pena@stmtires.com
486	345 W Exp 83	Pharr	TX	78577	(956) 702-9888	Robert Salinas	Robert.Salinas@stmtires.com
487	2411 E Sugar Cane Dr	Weslaco	TX	78599	(956) 968-8138	Michael Martinez	Michael.Martinez@stmtires.com
488	3314 S Exp 83	Harlingen	TX	78552	(956) 421-2511	Robert Salinas	Robert.Salinas@stmtires.com
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490	4113 E Slaton Hwy	Lubbock	TX	79404	(806) 748-5900	Doug Kern	Doug.Kern@stmtires.com
491	6294 E I40	Amarillo	TX	79118	(806) 379-8000	Clay Holland	Clay.Holland@stmtires.com
492	6629 I20	Abilene	TX	79563	(325) 690-0144	Mike Cooper	Michael.Cooper@stmtires.com
493	5669 Christoval Rd.	San Angelo	TX	76904	(325) 617-7710	Cody Beach	Cody.Beach@stmtires.com
495	12618 W I20 E	Odessa	TX	79765	(432) 563-5301	Ryan Norton	Ryan.Norton@stmtires.com
497	178 S Frontage Rd.	Pecos	TX	79772	(432) 447-2006	Klint McGehee	Klint.McGehee@stmtires.com
851	2023 Appaloosa Rd	Sunland Park	NM	88063	(575) 589-1100	Robert Hyder	Robert.Hyder@stmtires.com
498	998 Peyton Rd.	El Paso	TX	79928	(915) 532-2615	Ike Isaacson	Ike.Isaacson@stmtires.com
502	8301 Daytona Rd. NW	Albuquerque	NM	87121	(505) 344-1687	John Boyd	John.Boyd@stmtires.com
510	2023 Appaloosa Drive	Sunland Park	NM	88063	(575) 589-1100	Ike Isaacson	ike.isaacson@stmtires.com
515	2502 W Main	Farmington	NM	87401	(505) 327-4703	Joe Taylor	joe.taylor@stmtires.com
520	4515 National Parks Hwy	Carlsbad	NM	88220	(575) 236-4805	Justin Carroll	Justin.Carroll@stmtires.com
883	1641 2nd Ave	Greeley	CO	80631	(970) 454-4068	Daniel Cruz	Daniel.Cruz@stmtires.com
530	1641 2nd Avenue	Greeley	CO	80631	(970) 454-4068	John Lulich	john.lulich@stmtires.com
535	5365 Newport St	Commerce City	CO	80022	(303) 228-8944	Kyle Libhart	Kyle.Libhart@stmtires.com
538	1207 S Platte River Dr Unit C	Denver	CO	80223	(303) 777-0270	Tyler Nicholson	tyler.nicholson@stmtires.com
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543	4050 Club Manor Dr	Pueblo	CO	81008	(719) 543-0402	Dennis McKenzie	Dennis.Mckenzie@stmtires.com
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547	4358 6225 Rd	Montrose	CO	81401	(970) 240-1611	Clint Fletcher	Clint.Fletcher@stmtires.com
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610	4820 West Buckeye Rd.	Phoenix	AZ	85043	(602) 269-2509	Mitch Myers	Mitch.Myers@stmtires.com
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611	3801 W. Clarendon	Phoenix	AZ	85019	(602) 272-7601	Chris Leffler	Chris.Leffler@stmtires.com
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626	288 E Riverside Dr	St. George	UT	84790	(435) 673-4163	Jeremy McConnell	jeremy.mcconnell@stmtires.com
628	1130 S Carbon Ave	Price	UT	84501	(435) 637-4846	Tina Price	Tina.Price@stmtires.com
629	193 W Industrial Park Dr South	Salina	UT	84654	(435) 529-9876	Jed Maxwell	Jed.Maxwell@stmtires.com
630	150 N Draper Ln	Provo	UT	84601	(801) 374-2800	Chris Brewer	Chris.Brewer@stmtires.com
637	1630 Wall Ave	Ogden	UT	84404	(801) 627-5833	Mitch Campbell	Mitch.Campbell@stmtires.com
640	5345 W 2400 S	West Valley City	UT	84120	(801) 487-1087	Tim Lewis	Tim.Lewis@stmtires.com
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716	7118 Rosedale Hwy	Bakersfield	CA	93308	(661) 589-2893	Art Rubio	art.rubio@stmtires.com
717	14308 County Line Road	Delano	CA	93215	(661) 725-3387	Clay Lines	clay.lines@stmtires.com
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721	28 South Westwood Street	Porterville	CA	93257	(559) 788-2024	Bobby Bejarano	bobby.bejarano@stmtires.com
722	30467 Road 68	Visalia	CA	93291	(559) 651-2020	Richard Ojinaga	richard.ojinaga@stmtires.com
724	250 South F Street	Exeter	CA	93221	(559) 592-2734	Seth Short	seth.short@stmtires.com
725	2462 East Central Ave	Fresno	CA	93725	(559) 264-4982	Dave Schlaepfer	dave.schlaepfer@stmtires.com
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733	1743 E Pacheco	Los Banos	CA	93635	(209) 827-9433	Lee DaSilva	lee.dasilva@stmtires.com
734	317 Prosperity Blvd	Chowchilla	CA	93610	(559) 665-4952	Diego Gomez	diego.gomez@stmtires.com
735	1144 Terven Road	Salinas	CA	93901	(831) 783-1565	Paul Sandoval	Paul.Sandoval@stmtires.com
738	4575 Pacheco Blvd	Martinez	CA	94553	(925) 372-9056	Steven Smith	Steven.Smith@stmtires.com
745	777-795 Gable Way	El Cajon	CA	92020	(858) 758-7333	Mario Hernandez	Mario.Hernandez2@stmtires.com
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759	333 Glendale Ave	Sparks	NV	89431	(775) 355-8883	Justin Albion	Justin.Albion@stmtires.com
760	398 E Gish Rd	San Jose	CA	95112	(408) 350-1600	Bob Beristianos	Bob.Beristianos@stmtires.com
763	140 Hegenberger Loop	Oakland	CA	94621	(510) 569-8769	Bob Beristianos	Bob.Beristianos@stmtires.com
765	1401 Richards Blvd	Sacramento	CA	95811	(916) 447-4220	Dakota Jones	Dakota.Jones@stmtires.com
896	233 Bellevue Ave	Santa Rosa	CA	95407	(707) 545-8740	edro Salazar/Raul Godoy-Prad	Pedro.Salazar@stmtires.com
774	240 Ford Rd	Ukiah	CA	95482	(707) 462-3519	Kyle Coughtry	kyle.coughtry@stmtires.com
775	233 Bellevue Ave	Santa Rosa	CA	95407	(707) 545-8740	Mike Murray	mike.murray@stmtires.com
888	5345 W 2400 S	West Valley City	UT	84120	(801) 487-1087	Josh Murray	josh.murray@stmtires.com
894	2495 South K Street	Tulare	CA	93274	(559) 631-3220	Joel Garza	joel.garza@stmtires.com
901	4500 Home Run Blvd. Suite 300	Davenport	FL	33837	(689) 205-8700	Alex Budd	alex.budd@stmtires.com
905	91 Carson Rd N	Center Point	AL	35215	(205) 848-4300	Eric Bouler	Eric.Bouler@stmtires.com
910	40 Thames Ave.	Laurel	MS	39440	(601) 649-8104	Mike Johnson	Mike.Johnson@stmtires.com
912	5280 Meltech Dr, Suite 101	Memphis	TN	38118	(901) 794-2777	Rahn Clarke	rahn.clarke@stmtires.com
914	1060 Hawn Ave	Shreveport	LA	71107	(318) 532-6242	Kenny Sandlin	kenny.sandlin@stmtires.com
915	2951 N Great SW Pkwy Ste 100	Grand Prairie	TX	75050	(972) 352-2701	Mario Aguirre	mario.aguirre@stmtires.com
917	1100 Kirkley Blvd	Belton	TX	76513	(254) 933-1891	Jacob Montano	jacob.montano@stmtires.com
925	5500 W Reno Ave, Suite 400	Oklahoma City	OK	73127	(405) 803-8004	Trinidad Trejo	trini.trejo-guerrero@stmtires.com
930	11 Industrial Dr	Monett	MO	65708	(417) 235-7836	Lance Isbell	lance.isbell@stmtires.com
932	3900 Charbonneau Dr	St. Charles	MO	65708	(636) 724-6441	Jim Budd	jim.budd@stmtires.com
940	1701 Broadway Blvd. NE	Albuquerque	NM	87102	(505) 242-3654	Micheal Butts	Micheal.Butts@stmtires.com
950	3535 West Directors Row	Salt Lake City	UT	84104	(801) 977-3790	Chad Wright	chad.wright@stmtires.com
985	837 Industrial Ave	Tulare	CA	93274	(559) 686-5456	JR Arredondo	jr.arredondo@stmtires.com

Attachment 5

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

MANUFACTURER DEALER DESIGNATION

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

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

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

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

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

N/A

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)**

Attachment 5

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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.

Southern Tire Mart, LLC has been in business for over 20 years. STM is not currently for sale or involved in any transaction that would alter our business.

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.

2022 Revenue $ 2,000,000,000 with an 10% increase in the first 6 months revenue over last year. STM has a bonding capacity of $100,000,000. Please see attached insurance coverage limits. Neither of STM's owners have been a debtor party to bankruptcy, receivership or insolvency. Southern Tire Mart, LLC does not have shareholders, stockholders or officers.

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.

See attached

Attachment 5

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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.

2022 Revenue $ 2,000,000,000 with an 10% increase in the first 6 months revenue over last year.
STM has a bonding capacity of $100,000,000. Please see attached insurance coverage limits.
Neither of STM's owners have been a debtor party to bankruptcy, receivership or insolvency.
Southern Tire Mart, LLC does not have shareholders, stockholders or officers.

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

Attachment 5

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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: Southern Tire Mart, LLC.

_____

Signature of Vendor Authorized Representative

Printed Name: Richard Conwill

Title: Director of Government Sales

Date: 10-22-23

(*For Cooperative Administrator Use Only*)

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

Attachment 5

Southern Tire Mart LLC Information

Address:	800 HWY 98 Columbia Columbia, MS 39429
Phone:	(877) 786-4681
Fax:	(601) 651-0655
Toll Free:	(877) 786-4681
Email:	richard.conwill@stmtires.com
Web Address:	www.stmtires.com

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

Richard Conwill
Signature

gov-sales@stmtires.com
Email

Submitted at 10/24/2023 08:10:56 PM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 729-24, Tires, Tubes, Supplies and Equipment — BuyBoard Signed Pages (1).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 — STM Final Pricing 729-24.xlsx

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 — *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 — 2022 Bio Letter.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.)

Manufacturer Authorization Letter(s) — Authorization Letters.pdf

REQUIRED - Upload Manufacturer Authorization Letter(s) in PDF format. A Vendor proposing on Section I: Tire Products and Supplies; Specification Lines 1-3 shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

IRS Form W-9 Request for Taxpayer Identification Number and Certification Attachment 6 W-9.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

06-1689011

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)*

Attachment 5

6	**Minority Owned Business** Minority Owned Business ☐ *Minority Owned Business*
7	**Women Owned Business** Women Owned Business ☐ *Women Owned Business*
8	**Service-Disabled Veteran Owned Business** Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense) ☐ *Service-Disabled Veteran Owned Business*
9	**Certification Number** Certification Number *No response*
10	**Name of Certifying Agency** Certifying Agency *No response*
11	**Non-MWBE/HUB** My company has NOT been certified as a MWBE/HUB ☐ *Non-HUB*
12	**Vendor General Contact Information** Proposal/Contract General Contact Information
13	**Vendor Proposal/Contract Contact Name** Vendor Proposal/Contract Contact Name Richard Conwill
14	**Vendor Proposal/Contract Contact E-mail Address** Vendor Proposal/Contract Contact E-mail Address gov-sales@stmtires.com
15	**Vendor Proposal/Contract Mailing Address** Vendor Proposal/Contract Mailing Address 800 Highway 98
16	**Vendor Proposal/Contact Mailing Address - City** Vendor Proposal/Contact Mailing Address - City Columbia
17	**Vendor Proposal/Contact Mailing Address - State** Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name) MS

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

Vendor Proposal/Contact Mailing Address - Zip Code

39429

19 **Vendor Proposal/Contact Phone Number**

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

877-786-4681

20 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

No response

21 **Company Website**

Company Website (www.XXXXX.com)

www.stmtires.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

gov-sales@stmtires.com

24 **Purchase Order Contact Name**

Purchase Order Contact Name

Richard Conwill

25 **Purchase Order Contact Phone Number**

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

877-786-4681

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

richard.conwill@stmtires.com

28 **Alternate Purchase Order Contact Name** Attachment 5

Alternate Purchase Order Contact Name

No response

29 **Alternate Purchase Order Contact Phone Number**

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

No response

30 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

31 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Yes

32 **Request for Quotes (RFQ)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

33 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

gov-sales@stmtires.com

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

Request for Quote (RFQ) Contact Name

Richard Conwill

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

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

877-786-4681

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

No response

Attachment 5

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

Alternate Request for Quote (RFQ) Contact Name

No response

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

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

No response

40 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

No response

41 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

42 **Invoices**

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Service fee invoices and notices direct to company

43 **Invoice Company Name**

Invoice Company Name

Southern Tire Mart, LLC

44 **Invoice Company Department Name**

Invoice Company Department Name

Goverment Sales

45 **Invoice Contact Name**

Invoice Contact Name

Lynn Hayden

46 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

800 Highway 98

Attachment 5

47	**Invoice Mailing Address - City** Invoice Mailing Address - City Columbia
48	**Invoice Mailing Address - State** Invoice Mailing Address - State (Abbreviate State Name) MS
49	**Invoice Mailing Address - Zip Code** Invoice Mailing Address (Zip Code) 39429
50	**Invoice Contact Phone Number** Invoice Contact Phone Number (xxx-xxx-xxxx) 877-786-4681
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 gov-sales@stmtires.com
54	**Invoice Contact Alternate E-mail Address** Invoice Contact Alternate E-mail Address lynn.hayden@stmtires.com
55	**Billing Agent Company Name** Billing Agent Company Name Southern Tire Mart, LLC
56	**Billing Agent Department Name** Billing Agent Department Name Government Sales
57	**Billing Agent Contact Name** Billing Agent Contact Name Lynn Hayden
58	**Billing Agent Mailing Address** Billing Agent Mailing Address (P.O. Box or Street Address) *No response*

Attachment 5

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
Company Truck

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

69 **Vendor's Internal/Assigned Reference/Quote Number**
Vendor's Internal/Assigned Reference/Quote Number
729-24

Attachment 5

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

Southern Tire Mart, 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.

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

Attachment 5

79	**Region 4** Region 4 - Houston ☑ Region 4
80	**Region 5** Region 5 - Beaumont ☑ Region 5
81	**Region 6** Region 6 - Huntsville ☑ Region 6
82	**Region 7** Region 7 - Kilgore ☑ Region 7
83	**Region 8** Region 8 - Mount Pleasant ☑ Region 8
84	**Region 9** Region 9 - Wichita Falls ☑ Region 9
85	**Region 10** Region 10 - Richardson ☑ Region 10
86	**Region 11** Region 11 - Fort Worth ☑ Region 11
87	**Region 12** Region 12 - Waco ☑ Region 12
88	**Region 13** Region 13 - Austin ☑ Region 13
89	**Region 14** Region 14 - Abilene ☑ Region 14
90	**Region 15** Region 15 - San Angelo ☑ Region 15

Attachment 5

91	**Region 16** Region 16 - Amarillo ☑ Region 16
92	**Region 17** Region 17 - Lubbock ☑ Region 17
93	**Region 18** Region 18 - Midland ☑ Region 18
94	**Region 19** Region 19 - El Paso ☑ Region 19
95	**Region 20** Region 20 - San Antonio ☑ Region 20
96	**State Service Designation** **State Service Designation - Refer to Form in Proposal Invitation.** As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.*** If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*
97	**Company Name** Company Name Southern Tire Mart, 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.** I will not serve all states in the United States
99	**Alabama** Alabama ☑ Alabama

Attachment 5

100	**Alaska** Alaska ☐ *Alaska*
101	**Arizona** Arizona ☑ Arizona
102	**Arkansas** Arkansas ☑ Arkansas
103	**California** California (Public Contract Code 20118 & 20652) ☑ California
104	**Colorado** Colorado ☑ Colorado
105	**Connecticut** Connecticut ☐ *Connecticut*
106	**Delaware** Delaware ☐ *Delaware*
107	**District of Columbia** District of Columbia ☐ *District of Columbia*
108	**Florida** Florida ☑ Florida
109	**Georgia** Georgia ☑ Georgia
110	**Hawaii** Hawaii ☐ *Hawaii*
111	**Idaho** Idaho ☐ *Idaho*

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112	**Illinois** Illinois ☐ *Illinois*
113	**Indiana** Indiana ☐ *Indiana*
114	**Iowa** Iowa ☐ *Iowa*
115	**Kansas** Kansas ☐ *Kansas*
116	**Kentucky** Kentucky ☐ *Kentucky*
117	**Louisiana** Louisiana ☑ Louisiana
118	**Maine** Maine ☐ *Maine*
119	**Maryland** Maryland ☐ *Maryland*
120	**Massachusetts** Massachusetts ☐ *Massachusetts*
121	**Michigan** Michigan ☐ *Michigan*
122	**Minnesota** Minnesota ☐ *Minnesota*
123	**Mississippi** Mississippi ☑ Mississippi

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124	**Missouri** Missouri ☐ *Missouri*
125	**Montana** Montana ☐ *Montana*
126	**Nebraska** Nebraska ☐ *Nebraska*
127	**Nevada** Nevada ☑ Nevada
128	**New Hampshire** New Hampshire ☐ *New Hampshire*
129	**New Jersey** New Jersey ☐ *New Jersey*
130	**New Mexico** New Mexico ☑ New Mexico
131	**New York** New York ☐ *New York*
132	**North Carolina** North Carolina ☐ *North Carolina*
133	**North Dakota** North Dakota ☐ *North Dakota*
134	**Ohio** Ohio ☐ *Ohio*
135	**Oklahoma** Oklahoma ☑ Oklahoma

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136	**Oregon** Oregon ☐ *Oregon*
137	**Pennsylvania** Pennsylvania ☐ *Pennsylvania*
138	**Rhode Island** Rhode Island ☐ *Rhode Island*
139	**South Carolina** South Carolina ☑ South Carolina
140	**South Dakota** South Dakota ☐ *South Dakota*
141	**Tennessee** Tennessee ☑ Tennessee
142	**Texas** Texas ☑ Texas
143	**Utah** Utah ☑ Utah
144	**Vermont** Vermont ☐ *Vermont*
145	**Virginia** Virginia ☐ *Virginia*
146	**Washington** Washington ☐ *Washington*
147	**West Virginia** West Virginia ☐ *West Virginia*

148	**Wisconsin** Wisconsin ☐ *Wisconsin*

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149	**Wyoming** Wyoming ☐ *Wyoming*

Bid Lines

1 **Section I: Tire Products and Supplies**

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

Total: 50%

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: A Vendor proposing on Section I: Tire Products and Supplies; Specification Lines 1-3 shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

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".

STM - BFG Goodrich Pass/LT

Alternate 1

Section I: Tire Products and Supplies

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

Total: 57%

Item Attributes

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

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

Bridgestone - Passenger

Attachment 5

Alternate 2

Section I: Tire Products and Supplies

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

Total: 63%

Item Attributes

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

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

Bridgestone - Light Truck

Alternate 3

Section I: Tire Products and Supplies

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

Total: 54%

Item Attributes

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

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

Bridgestone - Medium Truck

Alternate 4

Section I: Tire Products and Supplies

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

Total: 10%

Item Attributes

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

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

Carlisle Tires

Alternate 5

Section I: Tire Products and Supplies

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

Total: 63%

Item Attributes

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

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

Bridgestone - OTR

Attachment 5

Alternate 7

Section I: Tire Products and Supplies

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

Total: 49%

Item Attributes

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

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

Continental - Passenger and LT

Alternate 8

Section I: Tire Products and Supplies

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

Total: 41%

Item Attributes

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

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

Continental - Medium Truck

Alternate 9

Section I: Tire Products and Supplies

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

Total: 57%

Item Attributes

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

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

Firestone - Passanger

Alternate 10

Section I: Tire Products and Supplies

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

Total: 63%

Item Attributes

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

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

Firestone - Light Truck

Attachment 5

Alternate 11

Section I: Tire Products and Supplies

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

Total: 54%

Item Attributes

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

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

Firestone - Medium Truck

Alternate 15

Section I: Tire Products and Supplies

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

Total: 41%

Item Attributes

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

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

General - Medium Truck

Alternate 16

Section I: Tire Products and Supplies

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

Total: 50%

Item Attributes

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

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

Michelin - Pass/Light Truck

Alternate 17

Section I: Tire Products and Supplies

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

Total: 1%

Item Attributes

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

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

Hankook Net Pricing

Attachment 5

Alternate 18

Section I: Tire Products and Supplies

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

Total: 10%

Item Attributes

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

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

Toyo Tire Pricing

Alternate 19

Section I: Tire Products and Supplies

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

Total: 50%

Item Attributes

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

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

Uniroyal Pass/Light Truck

Alternate 20

Section I: Tire Products and Supplies

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

Total: 0%

Item Attributes

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

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

Yokohama Net Pricing

Alternate 21

Section I: Tire Products and Supplies

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

Total: 1%

Item Attributes

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

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

Yokohama Tires

Attachment 5

Alternate 22

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

Total: 49%

Item Attributes

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

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

General Pass/Light Truck

Alternate 23

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

Total: 10%

Item Attributes

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

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

Trelleborg

2

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

Total: 63%

Item 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: A Vendor proposing on Section I: Tire Products and Supplies; Specification Lines 1-3 shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

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

Attachment 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".

Bridgestone - OTR

Alternate 1

Section I: Tire Products and Supplies

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

Total: 67%

Item Attributes

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

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

Bridgestone - AG

Alternate 2

Section I: Tire Products and Supplies

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

Total: 63%

Item Attributes

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

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

Firestone OTR

Alternate 3

Section I: Tire Products and Supplies

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

Total: 67%

Item Attributes

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

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

Firestone Industrial

Attachment 5

3 **Section I: Tire Products and Supplies**

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

Total: 70%

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: A Vendor proposing on Section I: Tire Products and Supplies; Specification Lines 1-3 shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

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".

Bandag Retreads

4 **Section I: Tire Products and Supplies**

Discount (%) off catalog/pricelist for **Tire Foam Fill and Related Products**. 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

Item 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: Tire Products and Supplies** Attachment 5 Discount (%) off catalog/pricelist for **All Other Tires and Related Products**. 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 **Item 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*
6	**Section II: Tire Equipment and Services** Discount (%) off catalog/pricelist for **Tire Mounting, Dismounting, Road Hazard, and Flat Repair Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). 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.** 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". STM Service

7	**Section II: Tire Equipment and Services** Attachment 5 Discount (%) off catalog/pricelist for **Tire Valve Stem Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). 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.** 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". STM Service
8	**Section II: Tire Equipment and Services** Discount (%) off catalog/pricelist for **Tire Balancing Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). 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.** 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". STM Service

9	**Section II: Tire Equipment and Services** Attachment 5 Discount (%) off catalog/pricelist for **Tire Alignment Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). 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.** 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". STM Service
10	**Section II: Tire Equipment and Services** Discount (%) off catalog/pricelist for **Tire Disposal and Recycling Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). 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 **Item 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 II: Tire Equipment and Services** Attachment 5 Discount (%) off catalog/pricelist for **Mobile Lift Systems, Support Stands, and Jacks for Tire Repair and Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). 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 **Item 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*
12	**Section II: Installation and Repair Service** **Hourly Labor Rate for Installation/Repair Service of Tire Related Equipment and Products** - **Not to Exceed** hourly labor rate for Installation/Repair Service of Tire Related Equipment and Products. Quantity: 1 UOM: Hourly Labor Rate ***No Bid***

Response Total: $0.00

Attachment 5

Bridgestone Americas Tire Operations, LLC
535 Marriott Drive
Nashville, TN 37214-0991

APPROVED GOVERNMENT ACCOUNTS

SUBJECT: Bridgestone Americas Tire Operations, LLC – Acknowledgement of Authorized Government Sales Supply Point

Bridgestone Americas Tire Operations, LLC hereby acknowledges Southern Tire Mart LLC, 800 Hwy 98, Columbia, MS 39429, currently, as its authorized government sales supply point to solicit, sell, service, and deliver tires to approved government accounts eligible to purchase Bridgestone and Firestone products covered by the Bridgestone Americas Tire Operations 2017 Government Sales Policy.

Southern Tire Mart LLC, 800 Hwy 98, Columbia, MS 39429, is authorized to receive payments for products and services unless otherwise directed.

If you have any questions concerning this matter, please contact Vicky Dunbar at 800-543-7522, ext. 3693, or email address is dunbarvicky@bfusa.com .

Sincerely,

Vicky Dunbar
Manager
Government Sales
Consumer Tire Replacement Sales Group

Attachment 5

Tuesday, July 25, 2017

Continental Tire, the America's manufactures the following brands;

Continental Tire & General Tire

We authorize Southern Tire Mart and any other Continental. I Approved Vendors that are approved vendors of the Texas Buy Board and Purchasing Collaborative to stock and sell our products to any member agency participatir _ ,_.,...,= Buy Board.

Matthew Palumbo

Account Manager

Continental Tire

1830 MacMillian Park Dr

Fort Mill, SC 29707

Attachment 5

TOYO TIRES ®
dr1Ven to perfarm

APPROVED GOVERNMENT ACCOUNTS

SUBJECT: Toyo Tire U.S.A. Corp. -Acknowledgement of Authorized Government Sales Supply Point

Toyo Tire U.S.A. Corp. hereby acknowledges Southern Tire Mart LLC, 800 Hwy 98, Columbia, MS 39429, currently, as its authorized government sales supply point to solicit, sell, service, and delivery tires to approved government accounts eligible to purchase Toyo Tires products covered by the Toyo Tire U.S.A. Corp. Sales Policy.

Southern Tire Mart LLC, 800 Hwy 98, Columbia, MS 39429, is authorized to receive payments for products and services unless otherwise directed.

Sincerely,

Randy Gaetz

Sr. Vice President of Sales

Toyo Tire U.S.A. Corp.

Attachment 5

YOKOHAMA TIRE CORPORATION
1 MacArthur Place, Suite 800
Santa Ana, CA 92707
PHONE: (714) 870-3800 (800) 423-4544

To whom it may concern,

Southern Tire Mart, LLC is a licensed distributor/dealer with all rights and authority to sell and represent all Yokohama Tire branded products to include medium truck, passenger/light truck and off the road commercial in the U.S.A.

Dan Funkhouser
Sr. Director of Commercial Sales
Yokohama Tire Corporation

Attachment 6

Vendor Contract Information Summary

Vendor	T & W Tire
Contact	Ryan Woodard
Phone	405-590-0862
Email	rwoodard@tandwtire.com
TIN	73-1290906
Address Line 1	25 N. Council Rd.
Vendor City	Oklahoma City
Vendor Zip	73148
Vendor State	OK
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 10th
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	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 20
States	Kansas, Louisiana, Missouri, Oklahoma, Texas
Contract Name	Tires, Tubes, Supplies and Equipment
Contract No.	729-24
Effective	03/01/2024
Expiration	02/28/2027
Accepts RFQs	Yes
Quote Reference Number	T&WTire2024

12/16/2024 12:01 PM

Attachment 6

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

January 24, 2024

Sent Via Email: rwoodard@tandwtire.com

Ryan Woodard
T & W Tire
PO Box 82546
Oklahoma City, OK 73148

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 729-24, Tires, Tubes, Supplies and 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 March 1, 2024, through February 28, 2025, 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. 729-24 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 bids@buyboard.com.

Sincerely,

Stacy Finn

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

Attachment 6

January 24, 2024

Sent Via Email: rwoodard@tandwtire.com

Ryan Woodard
T & W Tire
PO Box 82546
Oklahoma City, OK 73148

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 729-24, Tires, Tubes, Supplies and 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 March 1, 2024, through February 28, 2025, 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. 729-24 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 bids@buyboard.com.

Sincerely,

Stacy Finn, 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

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PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Tires, Tubes, Supplies and Equipment	**Proposal Due Date/Opening Date and Time** October 26, 2023, at 4:00 PM
Proposal Invitation Number 729-24	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term March 1, 2024, through February 28, 2025, with two possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** February 2024

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.

T+W Tire LLC
Name of Proposing Company

9/1/2023
Date

25 N. Council Rd
Street Address

Signature of Authorized Company Official

Oklahoma City, OK 73127
City, State, Zip

Ryan Woodard
Printed Name of Authorized Company Official

405-590-0862
Telephone Number of Authorized Company Official

Government Sales
Position or Title of Authorized Company Official

405-495-7528
Fax Number of Authorized Company Official

73-1290906
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: fw

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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):

T&W Tire LLC — Company Name
25 N. Council Rd. — Address
Oklahoma City — City
OK — State
73127 — 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? $ N/a or N/a %

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: [signature]

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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.

Initial: _____

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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.

Initial: _____

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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:

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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.**

Initial: _____

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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.)

Initial: _____

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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: Price sheets & Logo's as Each Company has Copyright on their brand designs & names

(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.

Initial: _____

Attachment 6

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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.

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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

T & W Tire, Co
Company Name

Signature of Authorized Company Official

Ryan Woodard - Government Sales
Printed Name and Title

9/20/2023
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:
T+W Tire 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): _____

Federal Employer Identification Number: 73-1290906
*(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.)*
T+W Tire

Attachment 6

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.

T & W TIRE LLC

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) ► 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.

P O BOX 82546

Requester's name and address (optional)

6 City, state, and ZIP code

OKLAHOMA CITY, OK 73148

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	3	–	1	2	9	0	9	0	6

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** ► R Williams **Date** ► 1/17/2023

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.*

Submit electronic

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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: $ 250,000,000 + (The period of the 12-month period is 2022 / 2023). 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)	Y		
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 (%):** _____

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.	City of Lancaster	Eric Contreras	214-929-7965	econtreras@lancaster-tx.com		
2.	Garland ISD	Misty Roberts	214-940-3970	msroberts@garlandisd.net		
3.	City of Denton	James Brown	940-349-8442	willie_brown@napastore.com		
4.	City of Richardson	Jon Altimore	972-744-4433	jon.altimore@cor.gov		
5.						

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.)

Attachment 6

T & W Tire is a family-owned full-service commercial tire company. We began in 1987 with five locations in Oklahoma. We have grown to 29 locations throughout TX, OK, MO, LA, and KS. We specialize in serving the tire needs of commercial fleets, owner/operator trucking companies, delivery companies, construction companies, earth mover businesses, road builders, companies serving the oil and gas industry, farmers and ranchers, concrete companies, industrial warehouse companies as well as individuals buying tires for their passenger car or light truck.

We have a full line of Michelin® truck tire retread products as well as industrial foam filling services available in most of our locations. We currently have four retread plants. We offer our customers the convenience of handling all their tire needs. Many of our tire centers can do front-end alignment and front-end repair on commercial over-the-road trucks. We offer the same services for passenger cars and light trucks.

Our tire centers are located throughout TX, OK, MO, LA, and KS, check for a location near you.

Attachment 6

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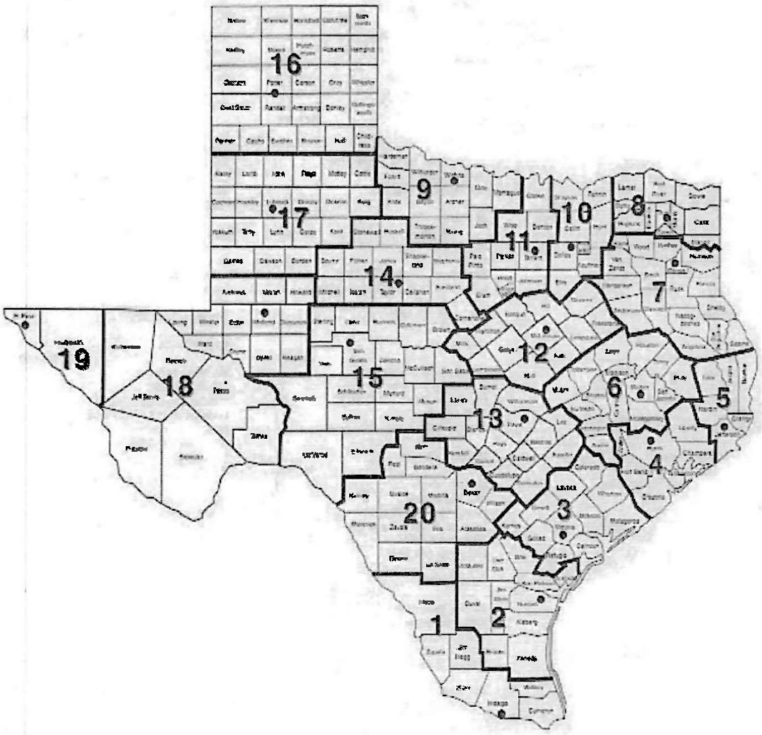
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TEXAS REGIONAL SERVICE DESIGNATION

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

Attachment 6

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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 pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.
7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

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8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

T+W Tire LLC
Name of Vendor

729-24
Proposal Invitation Number

Signature of Authorized Company Official

Ryan Woodard
Printed Name of Authorized Company Official

9/20/2023
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)
T+W Tire #202	Eddie Valdez evaldez@tandwtire.com	3101 N. Houston School Rd Lancaster, TX 75134 972-228-8280
T+W Tire #204	John Tucker Jtucker@tandwtire.com	5300 Lone Star Blvd Ft. Worth, TX 76106 817-295-0493
T+W Tire #206	Phil Rodgers prodgers@tandwtire.com	5834 I H-10 East San Antonio, TX 78219 210-661-8271
T+W Tire #208	Cassandra Ayala cayala@tandwtire.com	14202 Transportation Blvd. Laredo, TX 78045 956-722-3409
T+W Tire #209	Lynn Caskey lcaskey@tandwtire.com	3130 E. Pasadena Fwy Pasadena, TX 77503 713-920-5024
T+W Tire #210	Filberto Alvarado falvarado@tandwtire.com	3302 Spur 54 Harlingen, TX 78550 956-412-0690
T+W Tire #211	Rodolfo Rodriguez rrodriguez@tandwtire.com	403 E. Expressway 83 Pharr, TX 78577 956-283-8887
T+W Tire #213	Ryan Campbell rcampbell@tandwtire.com	6080 SE Loop 281 Longview, TX 75602 903-218-8318
T+W Tire #214	Justin Hall jhall@tandwtire.com	5011 Jacksboro Hwy Wichita Falls, TX 76302 940-767-8212
T+W Tire #215	Billy Hutchison bhutchison@tandwtire.com	1908 Chico Hwy Bridgeport, TX 76426 940-683-3558

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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)
T+W Tire #216	Brian Benson bbenson@tandwtire.com	945 S. Loop 340 Robinson, TX 76706 254-662-6600
T+W Tire #219	Billy Mensch bmensch@tandwtire.com	9230 E US Hwy 290 Austin, TX 78724 512-251-6800

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MANUFACTURER DEALER DESIGNATION

N/A

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 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.

   40+ Years. Company is 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.

   523 Employees

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.

   We will communicate to our store managers and sales team. This accounts for apprx 100 individuals who will then go out to the members to communicate our sales and special offer.

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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.

Company is in strong financial standing with all Vendors and has an annual audit conducted by an outside auditing Company. No Bankruptcies

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.

N/A

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.

N/A

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.

N/A

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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) must be submitted with the Proposal or the Proposal will not be considered.* **Manufacturer Authorization Letters.**

Attachment 6

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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: A Vendor proposing on Section I: Tire Products and Supplies; Specification Lines 1-3 shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

Section I: Tire Products and Supplies

1. Discount (%) off catalog/pricelist for **Tires and Tubes** (All Types of Cars, SUVs, School Buses, Trucks and Related Vehicles).
2. Discount (%) off catalog/pricelist for **Off-the-Road** (OTR, Earthmover) **Tires and Tubes.**
3. Discount (%) off catalog/pricelist for **Retread Tires and Tubes** (All Types of Cars, SUVs, School Buses, Trucks and Related Vehicles).
4. Discount (%) off catalog/pricelist for **Tire Foam Fill and Related Products.**
5. Discount (%) off catalog/pricelist for **All Other Tires and Related Products.**

Section II: Tire Equipment and Services

6. Discount (%) off catalog/pricelist for **Tire Mounting, Dismounting, Road Hazard, and Flat Repair Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles).
7. Discount (%) off catalog/pricelist for **Tire Valve Stems Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles).
8. Discount (%) off catalog/pricelist for **Tire Balancing Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles).
9. Discount (%) off catalog/pricelist for **Tire Alignment Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles).
10. Discount (%) off catalog/pricelist for **Tire Disposal and Recycling Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles).
11. Discount (%) off catalog/pricelist for **Mobile Lift Systems, Support Stands, and Jacks for Tire Repair and Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles).

Section III: Installation and Repair Service

12. **Hourly Labor Rate for Installation/Repair Service of Tire Related Equipment and Products,** not to exceed hourly labor rate for Installation/Repair Service of Tire Related Equipment and Products.

Attachment 6

t&w tire Information

Address: 1908 chico hwy
bridgeport, TX 76426
Phone: (940) 683-3558
Fax: (940) 683-4535
Toll Free: (800) 966-4306

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

Ryan Woodard
Signature

rwoodard@tandwtire.com
Email

Submitted at 10/26/2023 10:07:41 AM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 729-24, Tires, Tubes, Supplies and Equipment — T&WTireBuyboardDocs2024.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 — T&WTire-Apollo-BB2024.xlsx

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 — *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 — TW Tire 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.)

Manufacturer Authorization Letter(s) — Michelin Authorized Dealer Letter - All 3 Brands.pdf

REQUIRED - Upload Manufacturer Authorization Letter(s) in PDF format. A Vendor proposing on Section I: Tire Products and Supplies; Specification Lines 1-3 shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

IRS Form W-9 Request for Taxpayer Identification Number and Certification — W-9 TWTireLLC.pdf

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

Response Attachments

Attachment 6

T&WTire-Mastertrack-BB2024.xlsx
CATALOG/PRICELIST

T&WTire-Michelin-BFG-BB2024.xlsx
CATALOG/PRICELIST

T&WTire-Uniroyal-BB2024.xlsx
CATALOG/PRICELIST

T&WTire-Transporter-BB2024.xlsx
CATALOG/PRICELIST

T&WTire-Goodyear-Dunlop-BB2024.xlsx
CATALOG/PRICELIST

T&WTire-Michelin-Camso-BB2024.xlsx
CATALOG/PRICELIST

T&WTire-GoodyearOTR-BB2024.xlsx
CATALOG/PRICELIST

T&WTire-Retread-BB2024.xlsx
CATALOG/PRICELIST

T&WTire-Service-BB2024.xlsx
CATALOG/PRICELIST

T&WTire-Gyr-Pass-LtTruck-2024.xlsx
CATALOG/PRICELIST

T&WTire-Mich-BFG-Unir-Pass-LtTruck-BB2024.xlsx
CATALOG/PRICELIST

Apollo Vredestein Brands - Authorized Letter - TW Tire - Texas.pdf
AUTHORIZATION LETTER

MastertrackAuthletter2023-10-23.pdf
AUTHORIZATION LETTER

Goodyear GOVT Authorized Dealer Letter_TW TIRE LLC (1).pdf
AUTHORIZATION LETTER

Transporter Authorization Letter.pdf
AUTHORIZATION LETTER

Conti-Gen-Manufacturer Authorization.pdf
AUTHORIZATION LETTER

T&WTire-Continental Farm.xlsx
CATALOG/PRICELIST

T&WTire-Continental Pass-LT.xlsx
CATALOG/PRICELIST

T&WTire-Conti OTR Radial.xlsx
CATALOG/PRICELIST

T&WTire-Conti-Truck.xlsx
CATALOG/PRICELIST

Bid Attributes

Attachment 6

1 Federal Identification Number

Federal Identification Number

73-1290906

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*

Attachment 6

7	**Women Owned Business** Women Owned Business ☐ *Women Owned Business*
8	**Service-Disabled Veteran Owned Business** Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense) ☐ *Service-Disabled Veteran Owned Business*
9	**Certification Number** Certification Number *No response*
10	**Name of Certifying Agency** Certifying Agency *No response*
11	**Non-MWBE/HUB** My company has NOT been certified as a MWBE/HUB ☑ Non-HUB
12	**Vendor General Contact Information** Proposal/Contract General Contact Information
13	**Vendor Proposal/Contract Contact Name** Vendor Proposal/Contract Contact Name Ryan Woodard
14	**Vendor Proposal/Contract Contact E-mail Address** Vendor Proposal/Contract Contact E-mail Address rwoodard@tandwtire.com
15	**Vendor Proposal/Contract Mailing Address** Vendor Proposal/Contract Mailing Address PO Box 82546
16	**Vendor Proposal/Contact Mailing Address - City** Vendor Proposal/Contact Mailing Address - City Oklahoma City
17	**Vendor Proposal/Contact Mailing Address - State** Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name) OK
18	**Vendor Proposal/Contact Mailing Address - Zip Code** Vendor Proposal/Contact Mailing Address - Zip Code 73148

19 **Vendor Proposal/Contact Phone Number** Attachment 6

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

405-495-0280

20 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

No response

21 **Company Website**

Company Website (www.XXXXX.com)

www.tandwtire.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

rwoodard@tandwtire.com

24 **Purchase Order Contact Name**

Purchase Order Contact Name

Ryan Woodard

25 **Purchase Order Contact Phone Number**

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

405-590-0862

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

gstigall@tandwtire.com

28 **Alternate Purchase Order Contact Name**

Alternate Purchase Order Contact Name

Gregg Stigall

Attachment 6

29	**Alternate Purchase Order Contact Phone Number** Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx) 405-495-0280
30	**Alternate Purchase Order Contact Extension Number** Alternate Purchase Order Contact Extension Number *No response*
31	**Purchase Orders Contact Information** All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders. **Please select options below for receipt of Purchase Orders and provide the requested information:** • Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract. Yes
32	**Request for Quotes (RFQ)** Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:
33	**Request for Quote (RFQ) E-mail Address** Request for Quote (RFQ) E-mail Address rwoodard@tandwtire.com
34	**Request for Quote (RFQ) Contact Name** Request for Quote (RFQ) Contact Name Ryan Woodard
35	**Request for Quote (RFQ) Contact Phone Number** Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) 405-590-0862
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 gstigall@tandwtire.com
38	**Alternate Request for Quote (RFQ) Contact Name** Alternate Request for Quote (RFQ) Contact Name Gregg Stigall

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

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

405-495-0280

40 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

No response

41 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.**

42 **Invoices**

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Service fee invoices and notices direct to company

43 **Invoice Company Name**

Invoice Company Name

T&W Tire LLC

44 **Invoice Company Department Name**

Invoice Company Department Name

Accounts payable

45 **Invoice Contact Name**

Invoice Contact Name

Susan Delk

46 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

PO Box 82546

47 **Invoice Mailing Address - City**

Invoice Mailing Address - City

Oklahoma City

Attachment 6

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

49 **Invoice Mailing Address - Zip Code**
Invoice Mailing Address (Zip Code)
73148

50 **Invoice Contact Phone Number**
Invoice Contact Phone Number (xxx-xxx-xxxx)
405-495-0280

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
sdelk@tandwtire.com

54 **Invoice Contact Alternate E-mail Address**
Invoice Contact Alternate E-mail Address
gstigall@tandwtire.com

55 **Billing Agent Company Name**
Billing Agent Company Name
T&W Tire LLC

56 **Billing Agent Department Name**
Billing Agent Department Name
Accounts receivable

57 **Billing Agent Contact Name**
Billing Agent Contact Name
Susan Delk

58 **Billing Agent Mailing Address**
Billing Agent Mailing Address (P.O. Box or Street Address)
PO Box 82546

59 **Billing Agent Mailing Address - City**
Billing Agent Mailing Address - City
Oklahoma City

Attachment 6

60 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

OK

61 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

73148

62 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

405-495-0280

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

sdelk@tandwtire.com

66 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

gstigall@tandwtire.com

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).

Net 10th

69 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

T&WTire2024

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

Attachment 6

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

T&W Tire 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.

I will not 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

Attachment 6

81	**Region 6** Region 6 - Huntsville ☑ Region 6
82	**Region 7** Region 7 - Kilgore ☑ Region 7
83	**Region 8** Region 8 - Mount Pleasant ☑ Region 8
84	**Region 9** Region 9 - Wichita Falls ☑ Region 9
85	**Region 10** Region 10 - Richardson ☑ Region 10
86	**Region 11** Region 11 - Fort Worth ☑ Region 11
87	**Region 12** Region 12 - Waco ☑ Region 12
88	**Region 13** Region 13 - Austin ☑ Region 13
89	**Region 14** Region 14 - Abilene ☑ Region 14
90	**Region 15** Region 15 - San Angelo ☑ Region 15
91	**Region 16** Region 16 - Amarillo ☑ Region 16
92	**Region 17** Region 17 - Lubbock ☐ *Region 17*

Attachment 6

93	**Region 18** Region 18 - Midland ☐ *Region 18*
94	**Region 19** Region 19 - El Paso ☐ *Region 19*
95	**Region 20** Region 20 - San Antonio ☑ Region 20
96	**State Service Designation** **State Service Designation - Refer to Form in Proposal Invitation.** As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.*** If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*
97	**Company Name** Company Name T&W Tire 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.** I will not serve all states in the United States
99	**Alabama** Alabama ☐ *Alabama*
100	**Alaska** Alaska ☐ *Alaska*
101	**Arizona** Arizona ☐ *Arizona*

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102	**Arkansas** Arkansas ☐ *Arkansas*
103	**California** California (Public Contract Code 20118 & 20652) ☐ *California*
104	**Colorado** Colorado ☐ *Colorado*
105	**Connecticut** Connecticut ☐ *Connecticut*
106	**Delaware** Delaware ☐ *Delaware*
107	**District of Columbia** District of Columbia ☐ *District of Columbia*
108	**Florida** Florida ☐ *Florida*
109	**Georgia** Georgia ☐ *Georgia*
110	**Hawaii** Hawaii ☐ *Hawaii*
111	**Idaho** Idaho ☐ *Idaho*
112	**Illinois** Illinois ☐ *Illinois*
113	**Indiana** Indiana ☐ *Indiana*

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114	**Iowa** Iowa ☐ *Iowa*
115	**Kansas** Kansas ☑ Kansas
116	**Kentucky** Kentucky ☐ *Kentucky*
117	**Louisiana** Louisiana ☑ Louisiana
118	**Maine** Maine ☐ *Maine*
119	**Maryland** Maryland ☐ *Maryland*
120	**Massachusetts** Massachusetts ☐ *Massachusetts*
121	**Michigan** Michigan ☐ *Michigan*
122	**Minnesota** Minnesota ☐ *Minnesota*
123	**Mississippi** Mississippi ☐ *Mississippi*
124	**Missouri** Missouri ☑ Missouri
125	**Montana** Montana ☐ *Montana*

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126	**Nebraska** Nebraska ☐ *Nebraska*
127	**Nevada** Nevada ☐ *Nevada*
128	**New Hampshire** New Hampshire ☐ *New Hampshire*
129	**New Jersey** New Jersey ☐ *New Jersey*
130	**New Mexico** New Mexico ☐ *New Mexico*
131	**New York** New York ☐ *New York*
132	**North Carolina** North Carolina ☐ *North Carolina*
133	**North Dakota** North Dakota ☐ *North Dakota*
134	**Ohio** Ohio ☐ *Ohio*
135	**Oklahoma** Oklahoma ☑ Oklahoma
136	**Oregon** Oregon ☐ *Oregon*
137	**Pennsylvania** Pennsylvania ☐ *Pennsylvania*

Attachment 6

138	**Rhode Island** Rhode Island ☐ *Rhode Island*	
139	**South Carolina** South Carolina ☐ *South Carolina*	
140	**South Dakota** South Dakota ☐ *South Dakota*	
141	**Tennessee** Tennessee ☐ *Tennessee*	
142	**Texas** Texas ☑ Texas	
143	**Utah** Utah ☐ *Utah*	
144	**Vermont** Vermont ☐ *Vermont*	
145	**Virginia** Virginia ☐ *Virginia*	
146	**Washington** Washington ☐ *Washington*	
147	**West Virginia** West Virginia ☐ *West Virginia*	
148	**Wisconsin** Wisconsin ☐ *Wisconsin*	
149	**Wyoming** Wyoming ☐ *Wyoming*	

Bid Lines

1 **Section I: Tire Products and Supplies** Attachment 6

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

Total: 50%

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: A Vendor proposing on Section I: Tire Products and Supplies; Specification Lines 1-3 shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

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".

T&WTire-Apollo-BB2024

Alternate 2

Section I: Tire Products and Supplies

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

Total: 10%

Item Attributes

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

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

T&WTire-Mastertrack-BB2024

Alternate 4

Section I: Tire Products and Supplies

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

Total: 60%

Attachment 6

Item Attributes

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

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

T&WTire-Michelin-BFG-BB2024

Alternate 5

Section I: Tire Products and Supplies

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

Total: 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".

T&WTire-Uniroyal-BB2024

Alternate 6

Section I: Tire Products and Supplies

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

Total: 10%

Item Attributes

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

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

T&WTire-Transporter-BB2024

Alternate 7

Section I: Tire Products and Supplies

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

Total: 60%

Item Attributes

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

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

T&WTire-Goodyear-Dunlop-BB2024

Alternate 8

Section I: Tire Products and Supplies

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

Total: 48%

Attachment 6

Item Attributes

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

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

T&WTire-Gyr-Pass-LtTruck-2024

Alternate 10

Section I: Tire Products and Supplies

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

Total: 50%

Item Attributes

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

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

T&WTire-Mich-BFG-Unir-Pass-Lt

Alternate 11

Section I: Tire Products and Supplies

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

Total: 0%

Item Attributes

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

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

T&WTire-Continental Pass-LT

Alternate 12

Section I: Tire Products and Supplies

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

Total: 0%

Item Attributes

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

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

T&WTire-Conti-Truck

2 **Section I: Tire Products and Supplies** Attachment 6

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

Total: 50%

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: A Vendor proposing on Section I: Tire Products and Supplies; Specification Lines 1-3 shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

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".

T&WTire-Michelin-Camso-BB2024

Alternate 1

Section I: Tire Products and Supplies

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

Total: 30%

Item Attributes

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

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

T&WTire-GoodyearOTR-BB2024

Alternate 2

Section I: Tire Products and Supplies

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

Total: 54%

Attachment 6

Item Attributes

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

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

T&WTire-Continental Farm

Alternate 3

Section I: Tire Products and Supplies

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

Total: 38%

Item Attributes

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

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

T&WTire-Conti OTR Radial

3 **Section I: Tire Products and Supplies**

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

Total: 50%

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: A Vendor proposing on Section I: Tire Products and Supplies; Specification Lines 1-3 shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

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".

T&WTire-Retread-BB2024

Attachment 6

4	**Section I: Tire Products and Supplies** Discount (%) off catalog/pricelist for **Tire Foam Fill and Related Products**. 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 **Item 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: Tire Products and Supplies** Discount (%) off catalog/pricelist for **All Other Tires and Related Products**. 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 **Item 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*

6 **Section II: Tire Equipment and Services** Attachment 6

Discount (%) off catalog/pricelist for **Tire Mounting, Dismounting, Road Hazard, and Flat Repair Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 50%

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

Item Attributes

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

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

T&WTire-Service-BB2024

7 **Section II: Tire Equipment and Services**

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

Total: 50%

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

Item Attributes

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

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

T&WTire-Service-BB2024

8	**Section II: Tire Equipment and Services** Attachment 6 Discount (%) off catalog/pricelist for **Tire Balancing Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). Catalog/Pricelist MUST be included or proposal will not be considered. Total: 50% 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 **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". T&WTire-Service-BB2024
9	**Section II: Tire Equipment and Services** Discount (%) off catalog/pricelist for **Tire Alignment Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). Catalog/Pricelist MUST be included or proposal will not be considered. Total: 50% 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 **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". T&WTire-Service-BB2024

10 **Section II: Tire Equipment and Services** Attachment 6

Discount (%) off catalog/pricelist for **Tire Disposal and Recycling Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). 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

Item 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 II: Tire Equipment and Services**

Discount (%) off catalog/pricelist for **Mobile Lift Systems, Support Stands, and Jacks for Tire Repair and Service** (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). 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

Item 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

12 **Section II: Installation and Repair Service**

Hourly Labor Rate for Installation/Repair Service of Tire Related Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Tire Related Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

Response Total: $0.00

Attachment 6

APOLLO TYRES LTD

Letter or Authorization,

To Whom It May Concern:

T&W Tire is an authorized Apollo Tires distributor in the state of Texas. T&W is authorized to sell, service, and provide warranty administration of Apollo products in the state of Texas.

T&W Tire is also an authorized Vredestein distributor in the state of Texas. T&W tire is authorized to sell, service, and provide warranty administration of Vredestein products in the state of Texas.

T&W Tire is a long standing commercial, PLT, and OHT dealer with quality retreads and outstanding service. Apollo Tyres LTD is proud to have T&W as a partner in the market.

Please contact Brad Persons, Head of Sales, if you have any questions.

Thank you for your time,



Brad Persons
Director of OEM Sales
Office: 770-296-1399
Email: brad.persons@apollotyres.com

apollo TIRES | VREDESTEIN TIRES

Attachment 6

Continental

Monday, October 23, 2023

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

RE: Manufacturer's Authorization Letter, in response to Texas BuyBoard Proposal Invitation No. 729-24 – Tires, Tubes, Supplies and Equipment

Continental AG has manufactured tires since 1871 (152 Years). A global manufacturer that produces rubber products and automobile tires since 1898. In 1904, Continental presents the world's first automobile tire with a patterned tread. In 1943 Continental filed a patent application for tubeless tires. In 1960 Continental started mass production of radial tires. In 1987 Continental acquired North American tire manufacturer General Tire, Inc. We currently work with most original equipment manufacturers. Continental today produces innovative solutions in tire technology. Intelligent products and services related to tires and the promotion of sustainability complete the product portfolio.

Continental Tire, the Americas LLC partners with a large dealer network to provide high quality tires in the Passenger/Light Truck, Commercial Truck and Specialty segments. We will provide our current catalog of products in all ten requested product segments per the agreement, for all participating State of Texas agencies and entities of the Texas BuyBoard (Texas Cooperative)

Continental Tire, the Americas LLC authorizes the following independent tire Dealer
T&W Tire Co (A Partnership)
25B North Council Rd
Oklahoma City, Ok 73127

to sell, install, and service the branded products of Continental and General Tire.

Further, Continental Tire, the Americas LLC authorizes this dealer to service and supply branded products to all and only state Agencies of Texas, referred to as the Texas Cooperative. Continental Tire will not be participating and/or servicing all other states, named in the State Service Designation document.

Continental Tire, the Americas LLC
Government Sales Department
Fort Mill, SC 29708

Internal

Attachment 6

THE GOODYEAR TIRE & RUBBER COMPANY
Government Sales Channel

10/23/2023

To whom it may concern,

This letter shall serve as certification that T & W Tire LLC is authorized by The Goodyear Tire & Rubber Company to sell, install, and service the tires on the Goodyear Government Program, including Buy Board Proposal #729-24. They are approved for all regions they bid on throughout the State of Texas.

Sincerely



Joe Scalfaro

Government Sales Manager
The Goodyear Tire & Rubber Company
200 Innovation Way #6461, Akron, OH 44316-0001
Phone: 330.796.3036
joseph_scalfaro@goodyear.com

Attachment 6



4045 Willow Lake BLVD

Memphis TN, 38118

10/23/2023

FM: Michael Bajier, SVP Sales and Marketing, UTC inc.

RE: Travelstar and Mastertrack authorized brands dealer

This letter is to certify that T&W Tire (25 Counsil RD, OK City, OK 73127) is a authorized dealer selling the Mastertrack and Travelstar brands in KS, MO, TX and OK, as well as, has authorization to sell from any of UTC's three U.S. warehouses.

Sincerely,

Michael A Bajier

Michael Bajier

Senior Vice President

Sales and Marketing

UNICORN TIRE, 4045 Willow Lake BLVD, Memphis, TN 38118

MOBILE: (314) 568-4394

E-MAIL: michaelbajier@unicorntire.com

Attachment 6

October 24, 2023

TO: Government and Utility Purchasing Officials

RE: T & W Tire, LLC.
Oklahoma, OK

FM: Michelin Government and Military Sales Department

This letter is to certify that T & W Tire, LLC. (25 N Council Rd, Oklahoma City, OK 73127) is a Michelin, BFGoodrich, and Uniroyal dealer and is authorized to sell using the Buyboard contract 636-21 and 729-24. Please feel free to reach out to me with any questions you might have.

Many thanks for your interest in our products and services.

Sincerely,

David K. Chapman
Director, Government and Military Sales
Michelin North America, Inc.
(202) 423-1571
David.chapman@michelin.com

Michelin North America, Inc.
One Parkway South
Post Office Box 19001
Greenville, South Carolina 29602-9001

Attachment 6

TIRE PARTNERS
★OF TEXAS★

10/24/2023

To whom it may concern,

This letter is to serve as confirmation that T & W Tire LLC is authorized by Tire Partners of Texas LLC to sell the tire brands Transporter and Trazano in the state of Texas.

Sincerely,

Rob Rasanen

10.24.2023 9:13am

4900 LANGDON RD SUITE 300 DALLAS TX 75241
T (605)366-3395 U SUPPORT@TIREPARTNERSOFTEXAS.COM

RESOLUTION NO. 2025-428

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING BIDS AND AUTHORIZING REQUIREMENTS AGREEMENT(S) WITH BLAGG TIRE WHOLESALE, THE GOODYEAR TIRE & RUBBER COMPANY, SOUTHERN TIRE MART LLC, AND T&W TIRE, LLC, FOR TIRES, TUBES, SUPPLIES, AND EQUIPMENT, THROUGH BUYBOARD CONTRACT #729-24, AND, DUNCANVILLE TIRE, BASED ON THE UNIT PRICELIST IN EXHIBIT A, FOR A ONE-YEAR TERM WITH THE OPTION TO RENEW FOR UP TO FOUR ADDITIONAL ONE-YEAR TERMS, NOT EXCEEDING A TOTAL CONTRACT AMOUNT OF $250,000.00 PER VENDOR OVER THE FIVE YEARS SUBJECT TO THE EXERCISE OF CONTRACT RENEWALS AND CITY COUNCIL FUTURE APPROPRIATION; AND, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ISSUE THE APPROPRIATE PURCHASE ORDERS AND OTHER NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to procure tires and installation services for city vehicles and equipment; and

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with the Local Government Purchasing Cooperative (BuyBoard) for products and services; and

WHEREAS, BuyBoard has taken sealed bids for Tires, Tubes, Supplies, and Equipment, and contracts were awarded to Blagg Tire Wholesale, The Goodyear Tire & Rubber Company, Southern Tire Mart LLC, and T&W Tire, LLC; and

WHEREAS, one local vendor, Duncanville Tire, has proven its ability to supply necessary tires to our city; and

WHEREAS, the City Council of Duncanville, Texas, desires to award bids and authorize cooperative purchasing agreements with Blagg Tire Wholesale, The Goodyear Tire & Rubber Company, Southern Tire Mart LLC, and T&W Tire, LLC, for tires, tubes, supplies, and equipment through BuyBoard Contract #729-24 and Duncanville Tire, for a one-year term with the option to renew for up to four additional one-year terms, not exceeding a total contract amount of $250,000.00 per vendor over the five years, subject to the exercise of contract renewals and City Council appropriation.

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

SECTION 1. The City Council of Duncanville, Texas, hereby awards bids and authorizes a requirements agreement(s) with Blagg Tire Wholesale, The Goodyear Tire & Rubber Company, Southern Tire Mart LLC, and T&W Tire, LLC, for tires, tubes, supplies, and equipment through BuyBoard Contract #729-24, and Duncanville Tire, based on the unit pricelist depicted in Exhibit A, for a one-year term, with the option to renew for up to four additional one-year terms, not exceeding a total contract amount of $250,000.00 per vendor over the five years, subject to the exercise of contract renewals and City Council future appropriation; and authorizes the City Manager or Designee to execute the appropriate purchase orders and other 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 18th 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

City of Duncanville, Texas
Procurement and Contracting

INSTRUCTIONS FOR COMPLETION:

1) Per City Policy, purchases between $3,000 and $25,000 require at least three (3) vendor quotes preferably from minority-women owned businesses (MWBE).
2) Vendor quotes must be in writing (i.e. Vendor Quotation form; Vendor email; Internet Quote, etc.).
3) If you have contacted a vendor, and the vendor does not respond in an adequte time period (5 days), then include the vendor's name and record that as a "no bid"
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 City's needs, the award should be made to the lowest bidder, and most responsible.
6) Purchases in excess of $25,000 shall be emailed to Purchasing for evaluation assistance.

Informal Bids Tabulation Summary	Requistion #:			VENDOR #1		VENDOR #2		VENDOR #3		Vendor #4		Vendor #5		Vendor #6		Vendor #7		Vendor #8		Vendor #9		Vendor #10	
	Vendor Name:			Blagg Tire Wholesale		Goodyear		Southern Tire Mart		T&W Tire		Duncanville Tire Center		Duncanville Tire Shop		Elizondos Semi-Truck Road Service		Firestone Complete Auto Care		JB Tire Shop		Top Choice Tire and Autocare	
	Quoted By (Contact Name):			BuyBoard		BuyBoard		BuyBoard		BuyBoard		Gary Mitchell		No Response		No Response		No Response		No Response		No Response	
	Enter "X" for selected vendor																						
PRODUCT/SERVICE DESCRIPTION	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	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
275 55/20 (Firestone or Goodyear Only)	1	1	ea	$134.50	$134.50	$135.00	$135.00	$157.32	$157.32	-	-	$364.00	$364.00		$0.00		$0.00		$0.00		$0.00		$0.00
265 65/17 (Firestone or Goodyear Only)	2	1	ea	-	-	-	-	$125.69	$125.69	-	-	-	-		$0.00		$0.00		$0.00		$0.00		$0.00
265 60/17 (Firestone or Goodyear Only)	3	1	ea	$114.00	$114.00	$115.00	$115.00	$126.89	$126.89	-	-	$214.00	$214.00		$0.00		$0.00		$0.00		$0.00		$0.00
245 75/17	4	1	ea	$150.00	$150.00	$151.00	$151.00	$151.95	$151.95	$190.00	$190.00	$116.00	$116.00		$0.00		$0.00		$0.00		$0.00		$0.00
245 70/17	5	1	ea	$118.74	$118.74	$138.00	$138.00	-	-	$173.28	$173.28	$98.00	$98.00		$0.00		$0.00		$0.00		$0.00		$0.00
235 70/17	6	1	ea	$142.00	$142.00	$142.00	$142.00	$116.85	$116.85	$194.93	$194.93	$102.00	$102.00		$0.00		$0.00		$0.00		$0.00		$0.00
255 65/18	7	1	ea	$156.45	$156.45	$140.06	$140.06	$122.84	$122.84	$147.44	$147.44	$108.00	$108.00		$0.00		$0.00		$0.00		$0.00		$0.00
265 60/17	8	1	ea	$141.00	$141.00	$115.00	$115.00	$131.10	$131.10	$145.92	$145.92	-	-		$0.00		$0.00		$0.00		$0.00		$0.00
275 55/18	9	1	ea	$252.65	$252.65	-	-	-	-	-	-	-	-		$0.00		$0.00		$0.00		$0.00		$0.00
225 70/19.5	10	1	ea	$285.00	$285.00	$285.00	$285.00	$297.59	$297.59	$244.99	$244.99	$138.00	$138.00		$0.00		$0.00		$0.00		$0.00		$0.00
275 65/18	11	1	ea	$144.00	$144.00	$144.73	$144.73	$129.39	$129.39	$228.00	$228.00	$126.00	$126.00		$0.00		$0.00		$0.00		$0.00		$0.00
265 70/17	12	1	ea	$135.00	$135.00	$135.03	$135.03	$177.39	$177.39	$150.48	$150.48	$115.00	$115.00		$0.00		$0.00		$0.00		$0.00		$0.00
Passenger or Light Truck Tire Disposal	13	1	ea									$2.50	$2.50		$0.00		$0.00		$0.00		$0.00		$0.00

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 18 Feb 2025

TITLE:
Consider a Resolution authorizing an expenditure not to exceed $175,000 with Tyler Technologies Incorporated, for Annual Software Support and Maintenance.

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:
Clayton Ganzer, Director of Information Technology

BACKGROUND/HISTORY:

The City of Duncanville first engaged with Tyler Technologies in 2018 as part of an effort to consolidate software platforms under a single pane of glass. At the time, city administration felt that the various disparate software programs created excessive delays and compatibility issues, and Tyler Technologies offered a software suite specifically designed for all aspects of municipal administration while ensuring native integration of all processes. Due to staff turnover throughout the years and some ambiguity in Tyler Technologies' billing, the city is evaluating the licenses and modules that we currently have with Tyler to ensure that the city's investment is as optimal as possible. Since this process will take time, this resolution will only authorize a one-year term, but afterwards we intend to pursue a multi-year agreement in the interest of optimal savings.

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 for the purchase of the item. Sourcewell contracts are competitively bid to increase and simplify the purchasing power of entities across the State of Texas. The Texas Local Government Code Chapters 271 and 791 allows for government agencies to voluntarily participate in these cooperative arrangements.

FUNDING SOURCE:

ORG and Object Number
01011400-700233

Available Budget	**Purchase Amount**	**After Encumber**
$252,090.71	$175,000	$77,090.71

ACTION ALTERNATIVES:

1. Approve funding in the amount of $175,000 for the Tyler Technologies, Incorporated Annual Software Support and Maintenance Agreement.
2. Do not approve funding for the Tyler Technologies, Incorporated Annual Software Support and Maintenance Agreement.
3. Other actions as directed by Council.

ATTACHMENTS:
Tyler Tech Contract 060624
Resolution No. 2025-427 - Tyler Technologies Maintenance Renewal

Docusign Envelope ID: B675DE70-B0FB-45CC-AE4A-09C01A21EA0C

060624-TTI

Solicitation Number: RFP #060624

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Tyler Technologies, Inc., 5101 Tennyson Pkwy., Plano, TX 75024 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Software Solutions and Related Services for Public Sector and Education Administration from which Supplier was awarded a contract in Categories 1, 2, 3, 4, and 5.

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

1. TERM OF CONTRACT

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

EXPIRATION DATE AND EXTENSION. This Contract expires October 25, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances; provided, however, that any additional extension will be upon written agreement by Supplier.

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

Docusign Envelope ID: B675DE70-B0FB-45CC-AE4A-09C01A21EA0C

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. WARRANTIES. During the term of a current Maintenance or SaaS Agreement, Supplier makes the following warranties:

a. Tyler Software Warranty – Supplier's software will substantially conform to the functional descriptions of the Supplier software contained in Supplier's Proposal, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through Supplier's maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in Supplier's then-current documentation.
b. Tyler Services Warranty – Supplier warrants that it will perform services in a professional, workmanlike manner, consistent with industry standards. In the event Supplier provides services that do not conform to this warranty, Supplier will re-perform the services at no additional cost
c. Third Party Warranties – Unless otherwise indicated, Supplier does not warrant the condition of any third-party products or services resold through Supplier's reseller agreement. Supplier will pass through any third-party warranties it receives for such items and will reasonably cooperate and coordinate for access to warranty service for third-party items Supplier resells.

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

Docusign Envelope ID: B675DE70-B0FB-45CC-AE4A-09C01A21EA0C

3. PRICING

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

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

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

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

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to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract. The foregoing notwithstanding, Supplier may (i) require execution of a software and services agreement in a form substantially similar to the one included with Supplier's Proposal and/or (ii) require agreement to terms required by third-party product providers.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone

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agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Supplier commits any material breach of this Contract or the additional terms agreed to between Supplier and a Participating Entity, subject to the terms of an executed software and services agreement between the Supplier and the Participating Entity.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's

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responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary,

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Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute.

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include

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liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

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

Minimum Limits:
$1,000,000 each accident, combined single limit

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

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

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

Minimum limits:
$2,000,000 per occurrence

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$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier as respects this Contract. The policy provision(s) or endorsement(s) must further provide that coverage is primary for claims under Supplier's commercial general liability policy that are caused, in whole or in part, by Supplier as respects this Contract and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Except to the extent the damage or injury is caused by Sourcewell, Supplier waives subrogation rights against Sourcewell on claims under Supplier's commercial general liability, automobile liability, and workers' compensation and employee liability policies that arise out of or relate to this Contract and are between Supplier and Sourcewell. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

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19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

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

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

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regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

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O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

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060624-TTI

Sourcewell	Tyler Technologies, Inc.
Signed by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Tina Mize 7A932F08A2384D5...
By: _____	By: _____
Jeremy Schwartz	Tina Mize
Title: Chief Procurement Officer	Title: Group General Counsel
Date: 11/13/2024 | 4:32 PM CST	Date: 11/13/2024 | 4:27 PM CST

Docusign Envelope ID: B675DE70-B0FB-45CC-AE4A-09C01A21EA0C

RFP 060624 - Software Solutions and Related Services for Public Sector and Education Administration

Vendor Details

Company Name:	Tyler Technologies
Does your company conduct business under any other name? If yes, please state:	Maine
Address:	1 Tyler Drive Yarmouth, Maine 04096
Contact:	Ehren Morse
Email:	ehren.morse@tylertech.com
Phone:	800-772-2260 4662
Fax:	207-712-6025
HST#:	75-2303920

Submission Details

Created On:	Thursday April 18, 2024 06:47:48
Submitted On:	Thursday June 13, 2024 09:02:59
Submitted By:	Ehren Morse
Email:	ehren.morse@tylertech.com
Transaction #:	d904b570-f6ec-473c-ba06-9a71327912da
Submitter's IP Address:	163.116.144.109

Docusign Envelope ID: B675DE70-B0FB-45CC-AE4A-09C01A21EA0C

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Tyler Technologies, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Tyler understands and agrees that it will be solely responsible for the equipment, products and services, including those of its subsidiary entities, provided under a resulting contract. Tyler has included equipment, products and services of the following subsidiary entities in this proposal: NIC Services, LLC, Rapid Financial Solutions, LLC, U.S. e-Direct, LLC and NICUSA, LLC.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	GKHLE5VNFMZ3	*
5	Proposer Physical Address:	5101 Tennyson Pkwy, Plano TX 75024	*
6	Proposer website address (or addresses):	www.tylertech.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Tina Mize, Group General Counsel, 7701 College Blvd., Overland Park, KS 66603, tina.mize@tylertech.com, 913-489-5239	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ehren Morse, Sales Operations Manager 1 Tyler Drive, Yarmouth Maine, ehren.morse@tylertech.com, 800-772-2260 ext. 4662	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Gia Davis, VP Sales Enablement 1 Tyler Drive, Yarmouth Maine, gia.davis@tylertech.com, 800-772-2260	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Tyler Technologies has paved the way for digital transformation in the public sector with integrated software and technology services. Our end-to-end solutions empower government entities at the local, state, and federal levels to operate efficiently and transparently in their interactions with the public and in their collaboration with each other. By connecting data and processes across disparate systems, we transform how clients turn data into actionable insights and solutions for their communities. Our mission, vision, and values inherently support sustainable operations. Guided by our Connected Communities vision, we support thriving communities with our integrated product solutions to build a digital foundation that enhances data access, engagement, and transparency. Tyler aims to provide the technology needed for seamless information exchange among government entities, schools, and residents across geographic, agency, and departmental boundaries. Through streamlined processes and solutions, we are driven to help overcome data and resource sharing challenges in the public sector, contributing to improved connectivity, efficiency, and agility. At Tyler, we imagine a world where all city, county, and regional government services are connected within a healthy digital infrastructure. By seamlessly connecting data, people, and processes across departments and geographic boundaries, the public sector can tackle society's unprecedented challenges while increasing resident engagement with government. Only Tyler delivers the exclusive public sector focus, depth and breadth of solutions, industry experience, and intentional innovation that will drive the public sector forward. What are our values? Purpose - we are purpose driven. Tyler has built its brand by delivering value for clients, creating a strong workplace culture, ensuring transparency in our operations, and empowering strong, vibrant communities. We take great pride in the Tyler brand and what it stands for. Respect - we respect our resources. Respect for the environment is more than a mindset; it requires real investment and focus. In 2023, we concentrated on strengthening our sustainability initiatives while ensuring operational excellence. Our successes are a testament to the dedication of Tyler team members, who embody our mission and bring our sustainability priorities to life. Community - we are committed to building community. A spirit of community is a common thread that runs through every interaction, inside and outside our organization. For our communities, this means generous giving through the Tyler Foundation, our endowment for charitable giving. It also means continuing our unique relationship with Both Ends Believing, Tyler's nonprofit partner benefiting children in institutional care around the world. For our company, this means support for the wellness and fulfilment of our employees, as well as for a wide range of causes they care about. For our clients and shareholders, this means providing peace of mind by investing in security, compliance, and privacy initiatives that meet or exceed software industry standards. We publish specific guidance on these programs on the Compliance page of our website. Integrity - we refuse to compromise on integrity. Every aspect of our business begins and ends with integrity. In adhering to corporate governance standards, integrity is our guiding principle and our number one requirement for success - with our team members, our clients, our shareholders, and even with our competitors. We consider integrity to be at the heart of our success and uphold it daily through careful listening, thoughtful analysis, and responsible decision making. Company Background Tyler Technologies is the largest and most established provider of integrated software and technology services focused on the public sector. Tyler's end-to-end solutions empower local, state, and federal government entities to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions are transforming how clients gain actionable insights that solve problems in their communities. Tyler empowers government and schools to create safer, smarter, and more vibrant communities through integrated solutions ranging from Appraisal & Tax, Civic Services, Courts & Justice, Data & Insights, ERP, Land & Official Records to Public Safety and K-12 Education and has been exclusively focused on the public sector since 1997. Tyler was founded in 1966, incorporated in Delaware in November 1989 and is a publicly traded corporation on the NYSE (TYL) and is headquartered in Plano, TX, with 28 office locations across the U.S. and Canada. With a client retention rate of 98%, Tyler has more than 4,000 successful installations across 13,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations. Our Products With decades of exclusive public sector experience, Tyler is the market leader providing integrated software and services. Subject matter experts and in-depth products result in a sustainable client partnership that delivers the industry's most comprehensive solution. We provide the industry's broadest line of software products and offer clients a single source for all their information technology needs in several major areas: Public Administration : Appraisal & Tax, Civic Services, ERP, Land & Official Records, Regulatory Outdoor Recreation, Courts & Public Safety : Corrections, Courts & Justice, Public Safety Health and Human Services : Environmental Health & Disability & Benefits K1-12 Education : School ERP, Student Information, Student Transportation Transformative Technology: Data & Insights, Civic Experience, Cybersecurity, Payments, Productivity Tools We are known for long-standing client relationships, functional and feature-rich products, and the latest technology. In addition to software products, Tyler provides related professional services including installation, data conversion, consulting, training, customization, support, disaster recovery, and application and data hosting. Public Sector Focus Tyler's business units have provided software and services to customers for more than fifty years and have long-standing reputations in the local government market for quality products and customer service. Tyler is the largest company in the United States focused solely on providing software solutions to the public sector. While many of our competitors compete in multiple vertical markets, Tyler is singularly focused on the public sector. Tyler recognizes that the public sector is generally stable, risk averse, and craves community accessibility, security, and transparency. That is why local government and school entities seek reliable and efficient software and services from Tyler-a vendor who is professional, reputable, dedicated, and achieves results. Tyler has the experience to understand the unique requirements of the public sector, the necessary resources to invest in its products, and the ability to deliver quality services. Our Experience Tyler Technologies' solutions offer the widest breadth of products in the industry, the latest technology available, and an integrated system that can operate in diverse offices throughout a jurisdiction. More importantly, Tyler's vision and skill in executing that vision is what ultimately leads to a successful implementation and long-term solution for our customers. Our experienced team consists of industry leaders that keep our team moving and making sure we can give you the tools to succeed.

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11	What are your company's expectations in the event of an award?	Tyler is excited to continue our partnerahip with Sourcewell. Tyler is committed to growing contract usage over the contract term and working with Sourcewell on goal setting and approach. As Tyler continues to innovate and empower the public sector, Tyler has continued to increase usage of the contract with Sourcewell across its divisions as well as increase the offerings available to Sourcewell's members. As a leader in the industry, we understand the importance of maximizing the value of a streamlined procurement process. Tyler has built a strong partnership with Sourcewell and seeks to continue to maximize the value of this partnership in the future. Our collaborative marketing efforts have worked effectively to promote awareness of the contract. Our team of dedicated professionals is committed to delivering exceptional service and ensuring the success of our clients.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Tyler consistently maintains a solid balance sheet, strong cash flow and low debt, experiencing consistent revenue growth. In 2023, Tyler achieved total revenues of $1.95 billion representing 7.4% year-over-year organic growth. Tyler is committed to continual research and development. These investments are spread widely across our solutions suites, enhancing our products and services that will match the changing demands of our clients, strengthen our market position, and support future growth. We recorded research and development expense of $109.6 million in 2023, $105.2 million in 2022, and $93.5 million in 2021. Though our increased R&D investment has created a short-term headwind to margin expansion, we believe the long-term results from new and enhanced products will strengthen our ability to compete and succeed. As we move into the future, we will continue to invest strategically as opportunities arise; however, we expect R&D investments to continue to grow over time, expanding in line with revenue growth. In June of 2023 Tyler introduced our Tyler 2030 vision, which supports Tyler's drive to be the most trusted and indispensable partner for the public sector in the digital government era. This vision becomes a reality when we continue to focus on what's most important. Tyler 2030 aligns our organization and drives focus areas including leveraging our large installed base, expanding into new markets, completing our cloud transition, and growing our payments business. We will achieve these goals while building a world-class corporate culture maintained by the best and brightest employees in the industry. Tyler's continued success validates our strategy of a singular focus on serving mission- critical needs of the public sector, backed by a strong balance sheet and strategic investments that bolster our market leadership. This singular focus is executed through a diverse range of products and services. Tyler's commitment to providing essential software and services to support the public sector remains stronger than ever. Please visit tylertech.irpass.com/Annual_Report_Financials to view our current annual report This has also been supplied with our proposal..	*
13	What is your US market share for the solutions that you are proposing?	Tyler is a leading provider of software to local governments in a market with significant modernization potential, representing a total addressable market of $37-50 billion (if including the federal government).	*
14	What is your Canadian market share for the solutions that you are proposing?	Tyler has an established presence in Canada with an increasing footprint and pipeline for new business. Multiple business units have existing clients in Canada and a strategic focus on increasing market share.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Tyler has never petitioned for bankruptcy protection and as described above is very proud of it's financial strength with consisten long term revenue growth.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Tyler is best described as a manufacturer and service provider. A great benefit to Sourcewell members is that Tyler not only develops and supports our software in house, but also has an impressive implementation team that works directly with our clients to ensure a smooth implementation. These internal teams work together seamlessly to ensure that all our products and services offered provide the best solutions to the public sector's evolving needs. Tyler offers a variety of solutions designed specifically for the public sector. From ERP and community development to public safety and school transportation, we provide solutions for all the public sector's needs. For Sourcewell members, that means one partner - one company to work with and solutions that were designed to work seamlessly together.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The scope of services provided by Tyler does not include required licenses or certifications. Our proposal otherwise includes information related to certifications held by some of our personnel.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Tyler is not and has not been suspended or debarred from procurements in its various markets at any time over the past ten years.	*

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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Tyler has earned a reputation as an industry leader based on our products and commitment to our clients. These factors, along with our financial strength and industry partnerships, have earned us numerous accolades. Innovative and Strong • Newsweek's "America's Greatest Workplaces for Diversity" • Government Technology Magazine's "GovTech Top 100" • Dallas Business Journal's "North Texas Fastest-Growing Public Companies" • 2023 Esri Cornerstone Partner • Forbes' "America's Best Large Employers" • Forbes' "America's Best Employers for Diversity" • Forbes' "Best Employers for Women" • Forbes' "Best Midsize Employers" • Forbes' "Most Innovative Growth Companies" • Forbes' "America's Best Small Companies" • Fortune's "100 Fastest-Growing Companies" • Barron's 400 Index ranking, a measure of "Most Promising Companies in America" • Software Magazine's "Software 500" ranking of the world's largest software and service suppliers • Dow Jones Sustainability Index (DJSI) North America Employer of Choice • Mainebiz's "Best Places to Work in Maine" (15+ years) • The Dallas Morning News' "Top Workplaces D-FW" (10 years) • Dayton Daily News' "Top Workplaces in the Dayton Metro Area" • Lubbock Avalanche-Journal's "Best of Lubbock" • Detroit Free Press' "Top Workplaces" • Phoenix Business Journal's "Best Places to Work" • The Atlanta Journal-Constitution's "Top Workplaces" • The Washington Post's "Top Workplaces" • Albany Business Review's "Best Places to Work" • The Washington Post's "Top Workplaces" • The Denver Post's "Best Midsized Companies to Work for in Colorado" • Mississippi Business Journal's "Best Places to Work" • NJBIZ's "Best Places to Work in New Jersey"
20	What percentage of your sales are to the governmental sector in the past three years	93-95% are focused on the governmental sector.
21	What percentage of your sales are to the education sector in the past three years	5-7% are focused on the Education sector.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell is our primary contract vehicle Tyler-wide for local government and education. Tyler products are also sold through these cooperatives: TX DIR, NASA SEWP, NASPO,TIPS, CES, MESC, and 1GPA.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Tyler's federal division leverages GSA IT-70 and our Data & Insights division leverages GSA schedule 70-GS 35F-0119Y.

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Benton County, WA	Debbie Calhoun, Financial Services Manager	509-783-1310
City of EL Cajon, CA	Sara Diaz, Director of Information Technology	619-820-8345
City of Riverton, UT	Kevin Hicks, Administrative Services Director	801-718-0064

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Not Disclosed	Government	Texas - TX	Courts	259	63,572,233
Not Disclosed	Government	Illinois - IL	Courts	56	38,610,814
Not Disclosed	Government	North Carolina - NC	Courts & Public Safety	126	31,320,092
Not Disclosed	Government	Maryland - MD	Courts & Data & Insights	43	24,433,415
Not Disclosed	Government	Washington - WA	Courts & Data & Insights	76	20,249,916

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

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26	Sales force.	Tyler's organization is broken down into specific business units with focused and tenured sales teams successfully supporting each business unit. Sales departments are strategically structured with ample resources that focus on Tyler's existing clients and staff that focus exclusively on prospective new clients. Tyler is very proud of and benefits from its sales force being healthily tenured. This meaningfully supports the effectiveness of our sales organization, our consultative approach to selling and our clients' satisfaction when conducting business with Tyler. This undoubtedly helps to drive Tyler's client retention rate of 98%. In Tyler's largest division the average tenure of our sales team is 13 years and on average across the organization sales resources have spent 9+ years working at Tyler and many have had careers with applicable experience doing business with the public sector. Additionally, 45% of Tyler's employees have worked in the public sector. Our sales organization consists of nearly 400 resources who help to successfully operate Tyler's sales functions and support our growing customer base with knowledge and focus on each product that is purchased by our customers. Tyler product divisions are divided into five focused solution groups: Courts & Justice, Health & Human Services, K-12 Education, Public Administration and Transformative Technology. Tyler has offices across the United States to accommodate our growing employee & customer base and provide exceptional regional support for our existing clients. Tyler is headquartered in Plano, Texas. We have offices throughout the U.S., two in Canada, and one in the Philippines. With Sourcewell expansion into Canada, Tyler looks to continue to build on this partnership and leverage this contract and Sourcewell's partnerships to expand business in Canada going forward. Tyler has a growing number of clients in Canada. Internal and external sales employees are cognizant of the effectiveness and purchasing vehicles and are specifically trained on the process for utilizing Sourcewell so they can provide information efficiently and effectively to our client and prospective clients. Tyler's clients have utilized the Tyler/Sourcewell contract more than any other means of cooperative purchasing, and Tyler looks to continue to grow the partnership and the volume of business that leverages this procurement method.
27	Dealer network or other distribution methods.	Tyler does not leverage a dealer network. We have proven success selling direct to our customers
28	Service force.	Tyler’s support & implementation service force make up more than 40% of Tyler’s employee base Tyler has decades of project management experience in implementing complex integrated systems. During this time, Tyler’s methodology has been built on best practices and its project management team has accumulated over 100 years of collective project management experience. Tyler’s project management methodology addresses nine management areas: Integration, Scope, Time, Cost, Quality, Human Resources, Communications, Risk, and Change. Successful planning, coordination, and execution of these areas is critical for successful implementations, and this is why they are defined in The Project Management Body of Knowledge (PMBOK) put forth by the Project Management Institute (PMI). Tyler project managers are very familiar with this standard methodology—many of our project managers are certified Project Management Professionals (PMPs). From system setup and configuration to data conversion and complete end-user training, our expert staff ensures your software is delivered and implemented on schedule and within budget. That's more than a goal for Tyler. It's an expectation. Our proven implementation process is based on three important areas: experience, people, and sound methodology. • Experience matters. With thousands of successful implementations for public sector clients of all sizes, we produce outcomes that exceed expectations. • People make the difference. Everyone who touches an implementation project is a Tyler professional who has deep knowledge of the product they are implementing. • Sound methodology. Our certified teams follow the principles of the Project Management Institute (PMI), a recognized leader in the science of project management. When it comes to learning new technology, one size does not fit all. That's why we customize our training services to meet your exact needs. Having the right training not only maximizes your staff's use of Tyler products, but competence also creates confidence. • Data Academy delivers on-site data analytics training and workshops. • Group Training brings clients together for seminars across the nation. • Onsite Training combines classroom-style and hands-on practice. • Online Tyler Community puts answers and insights at your fingertips. • Tyler Connect is our premier annual user training and networking event. • Tyler University provides formalized online training programs Ongoing Professional Product Support True long-term success means being able to leverage that technology investment over the long term. Our software support services are designed to answer questions, resolve issues, and ensure your Tyler products are running at peak performance. • Live U.S.-based telephone support through a toll-free hotline • Online Tyler Community, a user-driven software support community • Web chat and virtual support tools for quick, real-time virtual assistance
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members will work closely with their appropriate sales representative to determine necessary products and services. Tyler’s sales representative will create a quote compliant with Tyler’s Sourcewell contract. All quotes are audited by sales managers and logged in Tyler’s CRM system

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30	Describe your strategy related to implementation, integration, and use of implementation partners.	At Tyler, we believe your software should be delivered and successfully implemented on schedule and within budget, meeting clearly defined goals. That's more than an objective for us — it's an expectation. Our implementation process is based on three foundations: • Experience — we have completed more than -40,000 installations in more than 13,000 Client sites • In-house expertise — we don't outsource implementation tasks • Leadership — we adhere to Project Management Institute (PMI) methodology Tyler uses PMI's globally recognized scientific approach to project management to plan and manage all implementations. These principles are deployed by Tyler's greatest asset — our deeply experienced, in-house experts. Guided by these principles, we deliver a well-planned implementation that pairs an understanding of your organization's current needs and practices with Tyler's best business processes, role-based business intelligence, and unique user interfaces that increase efficiency and productivity. Leveraging your Tyler software to improve overall operations is an investment, but the ultimate return is tied directly to a successful implementation. Our ordered, closely monitored, and controlled implementation maximizes your return with a standardized process designed for success. Tyler's implementation process demonstrates our long-term commitment to you. We empower you with best practices that allow you to use your products successfully at the time of go-live, while positioning your organization to be prepared to consume the new technology developments that Tyler offers through its philosophy of perpetual releases and upgrades. With decades of experience and with thousands of successful implementations, Tyler ensures an outcome that exceeds expectations. From the first meeting to the final sign-off, Tyler is with you every step of the way. The key to any successful project is communication. With Tyler, each person in your implementation process plays a critical role, and we know getting people involved early, and keeping them engaged, produces greater overall success. That's why the implementation team, consisting of the client's executive sponsor, the client's project manager, and Tyler's project manager, work together to establish a plan to meet your specific needs, challenges, and schedule for the entire project. Tyler's project manager coordinates each implementation with the support and expertise of Tyler's implementation consultants. Clear roles and responsibilities are assigned to key staff on your project team and your assigned Tyler implementation consultants. This ensures the implementation is successful, and all users have the opportunity to sign off on the project's completion. These key project resources work together to help your implementation process progress as planned. We focus much of our attention on project planning because it is central to the success of implementation. In collaboration with your project manager, your Tyler project manager will customize a detailed project plan to meet your specific needs, challenges, and schedule. This ensures not only that the project is manageable to team members, but also that areas of critical importance are addressed as needed. Your project management plan will include a project schedule and plans for scope management, quality management, resource management, risk management, and communication management. At Tyler, planning is much more than just creating a list of tasks to accomplish or a calendar of benchmarks to meet. Together, we'll determine the work that needs to be performed for each module, expectations for each project team member, acceptable and agreed-upon testing and quality assurance benchmarks, schedules for system go-live, and an organized flow for all questions, comments, and concerns. This plan is your guide — for the tasks to be completed, the checklists to follow, and the expectations of the people involved. Once approved, the detailed steps ensure we meet the goals and objectives of the project. Inherent in the plan are control points — critical stops — that verify commitment to and understanding of the project. The purpose of these control points is to make sure all needs have been met, each team member has accomplished assigned tasks, and the agreed-upon project plan followed. To ensure effective communication throughout the entire client organization, the Tyler implementation team hosts an official and informative stakeholder meeting. This meeting brings together all participants — from the core implementation team to all end users and the executive sponsor. Employees have a chance to learn about the implementation process, including why a new software system is being implemented. At this time, expectations are discussed. Using Tyler's change management process, each aspect of the project is addressed — facilitating a smooth and efficient process. Design for the Future: Assess and Define Once your project plan has been created, approved, and is ready for execution — what's next? While some implementation approaches may dictate that data conversion or user training comes next in the implementation process, Tyler's team of experts perform a current and future state analysis of your business environment before a single decision is made on how to configure your new solution. We start by performing a solution orientation of the software, allowing project team members to become familiar with key concepts and processes. This provides a preliminary knowledge transfer of the system. Next, Tyler's consultants take a detailed look at your current business processes and determine your challenges, goals, and objectives to establish an understanding of your available options. We collaborate on decisions that may result in business process changes to best meet your needs and optimize the use of your Tyler applications. This approach is a unique way of helping you update your policies and procedures while creating the overall system design — before moving forward in the implementation process. It ensures we meet your expectations and establish agreed-upon processes upfront. Once the system design is paired with the project plan, the rest of the process moves forward in a structured and efficient manner. Training and data conversion proceed because careful planning and testing reduces apprehension about go-live or post-live.

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31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer satisfaction is of the utmost importance to Tyler. That's why we've designed our customer support model to ensure that issues that arise are resolved within a timely manner. Tyler provides online and continuing education resources on its support website at www.tylertech.com/client-support. Support Organization Tyler technical support is organized by business process. Our product-specific teams allow support staff to focus on a distinct group of products and services by business process so they can handle calls quickly and accurately. The support product manager is responsible for the day-to-day operations of the team and ensures delivery of exceptional technical support to our clients. The team analysts and leads are responsible for assisting the team with client issues and providing ongoing team training. Technical support specialists are responsible for diagnosing and resolving client issues in a timely and courteous manner. Contacting Us to Make a Support Request The most efficient way to reach us is to log a support request online through Tyler's online support incidents at www.tylertech.com/client-support. You can log a case for support anytime. All data is available in real-time. Your existing contact information defaults when you create a new support case. You provide: Description, Priority, Product suite, group, and module. Best practice is to enter as the product suite and to start with the application module for all issues - the application support team will collaborate with other groups as needed for resolution. The case create-form provides unlimited space for you to describe the question or problem in detail, and you can attach files or screen capture that may be helpful to support. Use the My View screen capture tool to record the issue and attach it to the support case. As you enter your request, potential solutions are offered in the Answer Panel to the right of the case entry form. If you do not find an answer while entering your request, continue with the submit. The case is routed to the team with the experts best matched to your request. Once submitted, you will receive an automated email that includes the case number for reference. A Focus on Client Success Our mission is to deliver superior service by providing a timely response, issue resolution, and operational support, resulting in a high-level of client satisfaction. Unlike some companies who outsource their application support to a third party, Tyler offers a complete solution of customer support services provided by our in-house experts. When you contact technical support, your request is responded to by a technical support specialist who begins working on the request at first contact. Every contact from you is logged into our customer relationship management system. This system tracks the history of each case, including the time of first contact, priority of the issue, description of the request, support recommendations, client feedback, and resolution. A list of cases is available in real time on Tyler's support website. Case Priorities To best assist clients, we triage and monitor cases by priority. The case priority is based on your needs and deadlines. Priority identifies the impact of the issue and sets expectations for support and for you. You are responsible for communicating the priority of the case and must contact support if the priority of an issue changes. Support resources are available 8:00 AM to 5:00 PM across four standard time zones (EST, CST, MST, and PST). Tyler has established escalation paths and severity levels that range from Critical to Non-Critical. Critical priority means an issue is severe and requires immediate resolution. A critical issue is one where there is a complete work stoppage, or a loss of multiple essential system functions for all users. Tyler aims for resolution in 1 day or less. High priority issues are ones where there is a repeated, consistent failure of essential functionality affecting more than one user, or the loss or corruption of data; your system is operational, but an essential piece of functionality is not working. Tyler aims for resolution in 10 days or less. Medium priority issues are non-severe issues that Tyler aims to resolve in 30 days or less. Non-Critical priority issues are a lower priority and you will work with Support as time permits. Tyler aims for resolution in 60 days or less. Critical Issues If you are experiencing a severe work stoppage that requires immediate resolution, you can log a critical case through the portal, or you can call Tyler's toll-free number. If all technicians are on the line assisting other clients, you can press "0" to be redirected to the operator to page the team. Following-up on Open Cases You can monitor the status of an open issue in Tyler's online support incidents. In the portal, you can review support's last action on the case and enter new information to share with support. You can request an update by entering a note on the case in the portal, or by calling support and speaking with the assigned technician. Escalating a Support Case If your situation or issue priority has changed, or if you feel you are not receiving the service you need, please contact the appropriate support product manager to escalate. The manager will follow up on your open issue and determine the necessary action.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Tyler is willing and able to sell our best of breed products across the United States. We provide solutions to support all sizes of entities in the public sector and pride ourselves on providing unparalleled support to each customer with a growing array of support services to ensure that our clients' needs are met expeditiously and resolved quickly. This is appreciated by our clients and supports our client retention rate of 98%. Tyler Technologies' singular focus has been providing software and technology services to the public sector. We engage with multiple levels of technology, from back-office systems of record that feed, access and aggregate data, to process integration with workflows across systems, to the applications that provide better access to government for community residents. We provide end-to-end software and services options designed to accommodate each client's unique situation, whether they're moving from manual processes or already engaged in advanced digital workflow. We deliver solutions in multiple ways. From locally installed, client-hosted systems to secure reliable cloud-based offerings, we facilitate hosting environments that work best for our clients. We envision a dynamic future. Our visions of helping our clients create connected communities - where data, processes, and people work together to make communities safer, smarter, and more responsive - is multilayered, with a long-term roadmap for connecting data between departments and agencies and across jurisdictions and geographical boundaries. We are accountable to multiple stakeholders, including public servants, community residents, our employees, and our shareholders, and we take our responsibilities to each of these groups very seriously. We empower the people who serve the public in multiple ways every day. Tyler's 5,500+ employees work hard every day to support our 44,000+ installations in 13,000 locations. We have public sector clients in all 50 states plus Canada, the Caribbean, Australia, Europe, and other international locations. Moreover, Tyler offers the widest range of solutions for the public sector, including: Appraisal & Tax, Civic Services, Corrections, Courts & Justice, Cybersecurity, Data & Insights, ERP Financial, Health and Human Services, Land & Official Records, Public Safety, Regulatory, School Financial, Student Information & Student Transportation.

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33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Tyler's Enterprise Permitting & Licensing, MyCivic, Data & Insights, School Transportation, Enterprise Justice, SceneDoc, and Enterprise Assessment & Tax products are all marketed in Canada with dedicated sales resources focusing on this market and continuing to build market share. Specific to Tyler's A&T division , Tyler's experience is both deep and broad in terms of its footprint within Canada. We have been providing property assessment solutions to the Canadian market since 1992, starting with the Province of Nova Scotia. The Province of Newfoundland initially installed the Tyler solution in 1998. Along with these longtime clients, Tyler has implemented its iasWorld CAMA solution for British Columbia Assessment (BCA). BCA is widely regarded as one of the most advanced assessment agencies in the world, assessing nearly two million properties with a total assessed value nearing $1.3 trillion. BCA selected Tyler's iasWorld after a competitive review process to help improve assessment quality, reduce operational and overhead costs, enhance data flow between agencies and improve employee productivity. In addition, Tyler implemented the iasWorld solution in the City of Calgary. The City chose Tyler's iasWorld solution due to our experience in Canada, our appraisal expertise, the overall financial strength of the company, and our singular focus on the public section. Tyler is supporting the City of Calgary's vision of becoming a leading annual market value assessment jurisdiction.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Tyler is intent on marketing its software & service solutions across all states in the US and across Canada.	*
35	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Tyler provides solutions predominantly to Schools, Cities, Counties, Special Districts, States and Federal Organizations and is intent on marketing its solutions to these organizations across al of Sourcewell's applicable entity sectors.	*
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions on Tyler's ability to conduct business in Hawaii, Alaska, or other US territories.	*

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Table 7: Marketing Plan

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	As a proud Sourcewell partner, Tyler Technologies actively embraces and promotes this partnership to our clients and prospects. Tyler's broad portfolio of solutions empowers the public sector to deliver quality and efficient service to their constituency - through software that provides greater transparency and accessibility, sustainable office practices, and secure data that is easy to manage and maintain. Through our Sourcewell partnership, we can deliver on this mission one step further by helping the public sector make critical software procurement decisions while reducing stress and allowing them to find a solution at the most competitive price point. To drive awareness of the Sourcewell agreement, we have strategically integrated the partnership into our corporate marketing strategy in several ways, including the following: • Tyler has developed multiple collateral resources that speak to the advantages of using Sourcewell as a procurement tool. Our Tyler Technologies Sourcewell Flyer lives in our customer-facing resource center on Tylertech.com. We've also created a brochure titled "Making the Right Long-Term Decision: A Six-Step Approach to Purchasing New Technology" which discusses the various ways agencies begin the procurement process, which speaks to utilizing a purchasing agent like Sourcewell to help save significant time, paperwork, administration fees, and legal costs. Our Munis ERP Case Study directly references the benefits of using a Sourcewell contract in the words of Tyler's client the city of Redding, California. All these resources are available on our website Tylertech.com, but are also Google indexed, making them accessible to anyone looking for resources on these subjects or active keywords. • Our Tyler Technologies Sourcewell Flyer is also available in our sales enablement platform which enables our marketing and sales organization to send important decision- making assets to prospects and clients. • Tyler promotes Sourcewell at hundreds of trade shows nationwide every year, including industry-leading events like GFOA, where our Sourcewell banner is placed proudly in our Tyler-branded booth. Because the Sourcewell brand is so highly regarded within the public sector, this helps strengthen the brand identity of both Sourcewell and Tyler in the eyes of public sector decision makers and allows them to feel confident in the value they are receiving in the partnership. • Tyler's annual Connect client user conference draws over 6,000 government officials and decision makers in attendance. Tyler offers Sourcewell access to our Connect conference, a valuable opportunity to interact with and promote to Tyler's client base. In continuing the partnership, Tyler is open and willing to explore further opportunities where the brand missions align, including: • Upon award of contract, Tyler will produce and distribute a press release to all pertinent media outlets, and the news will be amplified via our social media channels. • Once a year, Tyler will create a thought leadership piece on the significance, benefits, and value of cooperative procurement agreements. This piece will be stored in the resource center on Tylertech.com and will be amplified via social media channels. • Tyler will continue to integrate mentions of the Sourcewell partnership into existing collateral and presentations, further promoting the partnership to both clients and prospects during webinars or in product collateral. • Tyler will incorporate Sourcewell branding into our virtual trade show exhibitor booth at various events throughout the year. When we can attend events in-person, we will incorporate the Sourcewell banner into our booth design where applicable.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	As part of our corporate marketing strategy, Tyler Technologies is active on social media platforms including Twitter, LinkedIn, Facebook, and Instagram. We strategically use each platform to amplify key corporate messages through mediums like blog posts, press releases, and downloadable assets as links with UTMs. Digital marketing is a priority at Tyler Technologies, and we continue to grow our influencer network to include key partners and influential voices within our industry and verticals. Tyler is consistently featured prominently in industry and mainstream publications that reach decision makers in target markets. Tyler Technologies and Sourcewell, in this partnership, can leverage and amplify each other's industry expertise on social media, in print, and on digital platforms to hit all prospective audiences. With a continued partnership, Tyler will look to Sourcewell to continuously market the value of their program and the applicability of cooperative procurement to their customer base. Sourcewell should continue to elevate their image in the marketplace, attracting valuable prospects for both brands, through opportunities like trade shows and events. Tyler reps propose usage of the Sourcewell contract when clients are intent on purchasing from cooperative vehicles for procurement of their software and services. Usage volume of the Sourcewell contract exceeds that of all other contracts and our clients appreciate the expeditious process and ease of use of the contract.
39	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	With a continued partnership, Tyler will look to Sourcewell to continuously market the value of their program and the applicability of cooperative procurement to their customer base. Sourcewell should continue to elevate their image in the marketplace, attracting valuable prospects for both brands, through opportunities like trade shows and events. Tyler reps propose usage of the Sourcewell contract when clients are intent on purchasing from cooperative vehicles for procurement of their software and services. Usage volume of the Sourcewell contract exceeds that of all other contracts and our clients appreciate the expeditious process and ease of use of the contract.
40	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Tyler provides e-procurement solutions to its clients. Tyler's eProcurement solutions increase efficiency by streamlining the purchasing process, resulting in shorter processing times. The easy flow of information and the ability to customize processes ensures purchasing requirements and needs are met while improving the organization's purchasing power. Tyler has provided an eprocurement punch-out to vendor-hosted websites in Tyler's Enterprise ERP Purchasing and Requisition applications. This makes Munis eProcurement even more useful. Vendor punch-out allows for online shopping on a vendor's website which can be accessed and launched directly from the ERP Requisition application. When accessed, ERP users can shop the vendor's website, creating a virtual shopping cart of items. For example, a ERP user shops on the Staples.com website and builds a shopping cart of items. Once shopping is complete, the virtual shopping cart of items is instantly transferred to Munis and automatically populates a ERP requisition. Once the virtual shopping cart has been transferred to a ERP requisition, the regular ERP requisition process will be enforced. This includes allocating the requisition line items to GL accounts, checking and enforcing available budgets, following ERP requisition workflow and eventually converting to a purchase order. Once a purchase order has been created, sites have the optional functionality to electronically submit the created purchase order to the vendor. Currently, Tyler's own products currently are not offered via an e-procurement ordering process but Tyler is continually looking for ways to improve processes and methods for purchasing Tyler's products. The purchase of Tyler's software and service solutions is a consultative process which involves working with our customers to determine their needs and determining how best they can utilize Tyler's solutions to optimize business at their organization's operations. Tyler has a long history partnering with Sourcewell to improve procurement timelines to provide best in class software and services to the Public Sector.

Table 8: Value-Added Attributes

Line Item	Question	Response *

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41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities.	Tyler offers a comprehensive array of training services and tools to promote optimized usage and best empower those who utilize Tyler software. Tyler uses PMI's globally recognized scientific approach to project manage implementations. Tyler provides hands-on learning in your own labs. Your resources receive consultative knowledge transfer sessions that are a combination of lecture and hands-on education, using your organization's own data. Tyler believes in a train-the-trainer approach to implementation. This approach allows your resources (i.e. power users and functional leads) to be involved in the initial training and software configuration while limiting the amount of time that end users are involved in the project. The power users and functional leads are then involved in training the end user community after all configuration is complete, which helps to increase adoption, solidify knowledge transfer, and lessen resistance to training and process changes. A mutually developed education plan lays out the process of transferring knowledge between you and Tyler. The purpose of the education plan is to: • Communicate the process to stakeholders and functional leaders • Answer specific questions (where classrooms will be established, what database environment will be utilized, etc.) • Establish action items and link project personnel as owners • Define measurement criteria to ensure the plan has been successfully followed Your organization is set up for success with Tyler's train the trainer approach to training and education plan developed over years of industry experience. Additionally, we do offer Tyler-led end user training for circumstances where the train the trainer approach is not feasible. You may contact us at any time for training on future functionality, train new users, or refresh knowledge; However, your team will have access to the tools and services designed to support your internal training leads - TylerU, Tyler Community, client support, state user groups, annual user conference and Tyler Search. More information on these resources is provided below. Tyler has a longstanding track record delivering virtual implementation services. Tyler's standard approach, under normal circumstances, is to conduct roughly 25% of all project days on-site in your facilities. A typical day of training is from 9:00 to 4:30 (or 8:30 to 4:00), allowing for a break for lunch and short breaks in the morning and afternoon as needed. We've found that allowing users time to return to their daily responsibilities before and after classes or sessions allows for more productivity during the session. It also allows the Tyler Implementation staff time to prepare upon arrival and follow-up afterward. The start and stop times for the training will be discussed and agreed upon by Project Management during the planning portion of the project and will be published as standard session times throughout the project. Class size should be limited to twelve (12) users in attendance to the training is critical to gain hands-on experience with the system. Both teams collaborate on all aspects of training, discussed, and documented during the planning stage of the project. The expectation is for Tyler to provide one or more occurrence of each scheduled training. You will be responsible for the logistics of the training by completing such tasks as scheduling resources and ensuring facilities are available. These sessions are to be attended by your key staff members (i.e. functional leads and power users) so that they can then disseminate the information they learn to others in your organization if or when necessary. Our mission is to deliver superior service by providing a timely response, issue resolution and operational support, resulting in a high-level of client satisfaction. Unlike some companies who outsource their application support to a third party, Tyler offers a complete solution of customer support services provided by our in-house experts. Transparency is important, that's why every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident and each incident is assigned a priority number, which corresponds to your needs and deadlines. Clients can track the progress of these incidents online using Tyler's support portal. Tyler provides online and continuing education resources for our clients, including but not limited to the following resources. • Tyler Search - an online query tool that provides answers for your questions by culling through all Tyler's online resources using Knowledge Centered Service • Tyler Knowledgebase- a documentation library in a single, easily accessible location • Tyler Community - Tyler's online forum available 24/7 • Tyler University- Tyler's e-learning solution to enhance support and training of your employees using your data • Tyler Release Management Console- Shows all release version information, with a summary of each release and associated enhancements, open, closed and non-critical issues • Online Help- context sensitive field help and procedural information to assist your team in completing program tasks • Answer Panel- As you begin entering your case details, Tyler Search presents results in the panel that matches your question. Answers provided are the most relevant to your question, regardless of the source of the information. • MyView- MyView is a screen capture tool to give Support more information to assist clients with a case. The recording is linked to the case and visible in the Online Support Incidents portal. • Online Support Portal- log or manage incidents and attach documentation and screenshots • GoToAssist & Bomgar- remote assistance from Support used to connect to your desktop • Phone- Tyler provides a dedicated 800 number that places no limits on who from your team may contact Support, or the number of calls placed • State User Groups - forums organized by Tyler staff and attended by existing clients to get the latest information on Tyler products • Annual Conference - Tyler Connect features online courses taught by Tyler subject matter experts hosted in a different city each year

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42	Describe any technological advances that your proposed products or services offer.	Tyler uses industry leading development tools and principles for our solutions. This provides Tyler clients with a business application infrastructure that enables the rapid and cost-effective creation of highly responsive enterprise-class software that's continually enhanced over time. Tyler's commitment to keeping our solutions up to date with the latest technological advances and providing most of those advances as part of our standard support agreement allows our clients to extend the benefits of their investment over a much longer term than with most software. In fact, most Tyler clients are running a state-of-the-art, public-sector solutions that they purchased 10, 15, or 20+ years ago, which now include features and functions that weren't imaginable when they originally purchased the system. Our clients benefit from a solution that is technologically innovative, and we're committed to keeping it that way. We invest significantly in research and development, and have a team dedicated to ensuring our solutions meet or exceed public sector requirements. Consequently, clients receive a product that continually meets their changing needs. Our research team monitors emerging trends and technologies that may impact or benefit our clients. Tyler solutions work because of the unique combination of Tyler's public sector expertise and because our solutions give clients the flexibility to choose options that best match the skills of their staff today and tomorrow. Our reliable, pioneering, and easy-to-use public sector solutions keep Tyler clients at the forefront. Technology is evolving at a faster pace than ever before, providing opportunities to transform the way the public sector works — from online bill pay and electronic filing to end-to-end case management and data analytics. Transformative technologies modernize and digitize government operations to help you deliver better, faster service to citizens. Tyler's software solutions are enhanced by transformative technologies, the pieces of a digital infrastructure which seamlessly works in the background to level up your ability to connect with citizens, protect your systems, streamline data, and improve operations and workflows – all resulting in saving time and money. We help you break down silos to create improved, connected communities built on transparency, accessibility, and insight with these agency-agnostic technologies, some of which are available for purchase within bundles and/or as standalone solutions and some pre-built into our solutions: Data & Insights Our Data & Insights solutions transform the way local government handles operations, uses resources, and serves and informs constituents with the goal of surfacing meaningful, easy-to-understand data to inform government decisions and citizens. Cybersecurity Rest assured that your information is protected with 24/7 advanced network surveillance. The experience of a dedicated cybersecurity analyst is paired with the latest threat intelligence and data analytics for maximum security. Any incidents are identified within minutes and are immediately followed by remediation steps and support. Civic Experience A comprehensive, single, real-time engaging civic app — connecting citizens to all the services, resources, and information your organization offers — helps you control the content you'd like to share while your citizens control when and how they'd like to interact with their government. Productivity Tools Our customized, electronic document management tools move employees from manual tasks to paperless ones with built-in strategic priority workflows, resulting in real-time, dollar savings while strengthening your data's integrity and accessibility. Platform Technologies Purpose-built for public sector case management, our low-code application development platform is flexible enough to manage everything from background checks to benefits programs to professional licensing — with workflows configured to your exact needs. From status determination through full life-cycle administration, it empowers organizations to efficiently and cost effectively track, share, manage, and analyze data to streamline and improve operations. Payments Our end-to-end payments solutions are purpose-built for governments and their constituents. From point-of-sale cashiering, bill presentment, and payment processing to reporting, reconciliation, and payouts, they empower local, state, and federal agencies to simplify payment operations and improve the payer experience.

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43	Please describe your software innovation maturity related to the following technology areas: o Machine learning o Natural language processing o Virtual assistants/chatbots o Predictive analytics o Big data analytics o AI/Generative AI	Now, more than ever, the public sector is under pressure to do more with less. Generative AI (GenAI) is stepping up as the practical tool to meet this challenge head-on, delivering real value in an increasingly demanding environment. At Tyler Technologies, we're combining recent advancements in GenAI with our unparalleled expertise to provide solid, practical solutions that deliver three major benefits: • Improved Productivity: AI simplifies repetitive tasks such as data entry, freeing up your team for work that only humans can do. • Smarter Decision Making: AI swiftly transforms raw data into actionable insights, aiding you in making informed, evidence-based decisions. • Better Service Delivery: AI enhances how residents interact with government services, making them more accessible and user-friendly. By prioritizing practical, solutions-oriented AI applications, we're helping public sector agencies to operate more efficiently, make smarter decisions, and provide services that better meet the needs of the communities they serve. A sample of these solutions include: • Tyler's Cyber Security solutions employ the latest advancements in Generative AI to identify abnormal and potentially malicious patterns. • Tyler's AP Automation uses AI and machine learning (ML) through the invoice capture process by extracting text and structuring data such as tables and forms from documents. • Priority Based Budgeting leverages ML and AI to provide key stakeholders with the data and insights needed to overcome capacity gaps and align budgeting. • ARInspect leverages ML to help improve the efficiency and accuracy of field inspections. • CSI Solutions leverage AI to automate data entry and redaction from court documents, saving courts hundreds of thousands of dollars per year, while also increasing the accuracy of the filings. • Tyler's Data and Insights solutions use machine learning to help leading cities forecast their sales tax receipts. • Tyler's Public Safety solutions uses AI to automatically redact sensitive information from reports before those reports are shared with the public. • Tyler's DSD division is partnering with states across our portfolio to roll out innovative chatbots designed to help connect residents with all the services offered by the state, regardless of where they start on the state website. That division is also leveraging AI to help improve decision making and streamline existing workflows. We're not only delivering this technology with our solutions. We're also using this technology to better serve our clients. A sample of those solutions include: • AI is used within Tyler Community to help Tyler's support team gather information and quickly respond to clients. • Tyler's ticket reporting and resolution platform employs AI to get cases to the right places more efficiently with less effort from Tyler's clients. • Tyler's implementation teams are leveraging AI to reduce the time it takes to migrate data from existing systems, leading to faster implementations. While we recognize the enormous potential for positive impact, we also understand the serious concerns and risks associated with AI. As a leader in developing and delivering practical AI solutions for the public sector, we are committed to taking an intentional and thoughtful approach to AI development and deployment, ensuring that our solutions are built on ethical principles aligned with our core values. This commitment helps to safeguard against common concerns such as data privacy, transparency, and bias, ensuring our technology upholds the public trust and contributes to the greater good.

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44	Describe connectivity and integration capabilities between your offered solution(s) and other software systems.	With Tyler, information and data can be shared quickly and easily across local government agencies, departments, school districts, cities, and counties. When the flow of information becomes automated, paper usage is reduced, and operations are streamlined as data is shared in real time between offices. This means information can be shared in seconds, not minutes, which allows agencies like law enforcement to solve crimes faster and keep our communities safe. Family of Applications Tyler's best-of-breed applications have a common look, feel, and user experience. Designed to work together, as well an independently, with extended functionality that connects the applications together behind the scenes. A Common Foundation Tyler's applications work together across multiple jurisdictions sharing information and integrating workflow, tasks, and processes, opening the door for local governments and schools to connect to their communities like never before. Shared Data Tyler's cloud-based approach strengthens each agency's ability to communicate, collaborate, and make data- driven decisions quickly by sharing information across multiple departments and jurisdictions. Real-time information is at your fingertips, available when you need it. Connected Applications and Tailored Portals The public accesses data from tailored portals that pull information from multiple agencies allowing easy access to information and providing an easy way for residents to engage with state agencies, local government, and schools. Tyler solutions offer a variety of methods of interfacing with external third-party systems, including file-based import and exports and real-time web service integration through plug-and-play App Connectors, and API Toolkits and Connectors. File-based integration Multiple file-based interfaces are included, and all are integrated as part of the application, designed for end users. Unlike systems that require a database administrator to import or export data with their system, users can easily import or export data through point-and-click user interface. User-defined templates specify the data layout for a specific system, so users can quickly choose the appropriate template at the time of import/export. Templates for commonly used third-party systems are also included out of the box. File-based interfaces can be scheduled for one-time or recurring, automated processing. Imports can be configured with Workflow to send automated notifications or approval requests before the data updates a record. Workflow business rules can be set on a variety of data conditions specific to the imported data. This includes if data causes an account to go over budget, is over a certain dollar amount, or is related to a specific segment of your general ledger. Only after all workflow rules have been approved does the import update production data. Depending on the process, imports can also be rejected at the item or file level; rejected imports can be resubmitted at any time. Productivity Software Support Application data can be downloaded to a variety of formats including PDF, XLS, DOC, XML, and CSV. Any productivity suite capable of opening these file types can be used, such as Microsoft Office and Google Workspace. Data can also be uploaded to the system in these formats through the integrated import applications. Most output include hyperlinks to the corresponding application record for easy access. Most output can also be automatically archived to Content Manager for quick retrieval at any time. Some applications also include mail merge support, allowing users to easily create and maintain form templates for completely customized presentation of application data. Any SMTP/IMAP server can be used to send email notifications, such as Microsoft Exchange and Gmail. 'Plug-and-Play' Application Support Plug-and-play application support provides out-of-the-box integrations for a variety of third-party applications through pre-packaged web services. Tyler develops and maintains these integrations, requiring no development expertise from the client to configure. API Catalog API (Application Programming Interface) Toolkits and API Connectors add value to your organization by enabling you to create your own integrations to share data between Tyler and non-Tyler applications. API Toolkits contain all exposed resources (or endpoints) available in a specific Tyler application module such as Enterprise ERP General Ledger, Accounts Receivable, or Enterprise Asset Management. API Connectors contain a subset or cross-section of API Toolkit resources with the purpose of facilitating a specific type of integration such as third-party cashiering, IVR, or applicant tracking systems. The API Developer Portal is a powerful RESTful API gateway that makes accessing Tyler application data and processes through Toolkits and Connectors easy and intuitive. The Portal conforms to OpenAPI 3.0 and is secured with OAuth 2.0 through Tyler Identity. API resources include example calls and produce properly formatted commands, allowing you to easily exercise them against your data. The API Developer Portal features include: • Simplified, structured API documentation • Industry standard OpenAPI 3.0 interface • Authentication using OAuth 2.0 standard, offering multiple login flows to suit different app implementation scenarios. • Data models and examples for each resource • Produces HTTP URI and CURL commands to exercise resources from within the documentation and return data • Real-time validation • Standard HTTP status codes • Documentation to aid in identifying and understanding normal resources used to complete a given integration.
45	Describe your migration, customization, configuration, and upgrade processes.	Tyler applications are developed as commercial off-the-shelf (COTS) solutions and include various levels of configuration and customization. All configuration and customization tools are application-based allowing end-users and administrators alike to tailor the system to their specific business needs. In addition, by using application-based tools, all customizations are retained upon system upgrade eliminating timely re-tooling, conversions or re-programming typically required from other systems. Tyler maintains and supports all software source modifications with a proven release life cycle. Tyler applications are fully integrated out-of-the-box solution that offers various levels of configuration and customization. All configuration and customization tools are application-based allowing end-users and administrators alike to tailor the system to their specific business needs. In addition, by using application-based tools, all customizations are retained upon system upgrade eliminating timely re-tooling, conversions or re-programming typically required from other systems. Application configuration is maintained with built in toolsets, auxiliary programs, and parameter files for each module. This provides clients with the ability to highly customize the Tyler applications system to their specific operations without the need for custom programming efforts that can cause difficulty applying new releases. All configuration changes are stored in the customer database and not affected by new releases. Tyler maintains and supports all software source modifications to the system with a proven release life cycle. Installation & Upgrades Processes Tyler's industry leading technologies and features are continually enhanced through perpetual upgrades as part of our Evergreen Philosophy. Clients are provided with the flexibility to choose what and when application updates are applied as defined by Tyler's Release Life Cycle Policy. Application release upgrades are installed by Tyler's Systems Management support services at the request of the client. Most Tyler applications also include incremental software corrections between release upgrades. These updates are automatically deployed to non-production environments before automatically deployed to production. Release upgrades and update packages are cumulative, allowing to upgrade directly to latest release regardless of the version upgraded from. Applications upgrades are performed during off hours but are typically unavailable to end-users during upgrade process. This duration varies on several factors including update type, number of updates, and application database size. Tyler provides a dedicated Test environment for most application deployments. This environment is solely intended to install new updates for clients to familiarize themselves with new features and enhancements prior to installing to the Production environment.

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46	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Tyler is committed to conserving natural resources through implementing environmental initiatives and facilitating sustainable behavior. Our operational focus areas include energy efficiency, renewable energy procurement, water conservation, and waste minimization. We work to continually improve our awareness of our impacts, even as we grow. Our Environmental Task Force, comprised of multiple facility managers representing our divisional headquarters, organizes its work across three foundational pillars addressing our operational focus areas: • Energy-Optimized Operations - Ensuring energy efficient buildings and business operations through lighting, HVAC, insulation, power management, and renewable energy initiatives • Resource Efficiency - Saving and recycling resources including water, single-use waste, paper, and sustainable procurement initiatives • Green Planet Initiatives - Promoting environmental awareness through training, signage, office green team engagement, behavioral challenge programs, and biodiversity-related initiatives. Each year, Tyler Technologies measures our GHG emissions and energy consumption. We actively seek ways to reduce our carbon footprint, improve energy efficiency, and transition toward renewable energy resources where available. Tyler’s greenhouse gas inventory is conducted in accordance with the World Resources Institute’s (WRI) and World Business Council for Sustainable Development’s (WBCSD’s) GHG Protocol, including the GHG Protocol Corporate Accounting and Reporting Standard (Revised Edition), the Scope 2 Guidance and the Corporate Value Chain (Scope 3) Accounting and Reporting Standard. Tyler Technologies is also invested in the management and reporting of e-waste, which is material to our industry and impacts the environment and our operations. The scope of the 2023 e-waste metrics has been expanded to account for an acquisition that was completed in 2021, leading to significant changes to e-waste numbers compared to previous years. Tyler partners with Iron Mountain and other vendors to responsibly recycle e-waste and effectively divert it from landfills. In 2023, Tyler added 31 offices to the Iron Mountain program to consolidate waste management and reporting, including tracking over 62% of e-waste generated from our operations. Iron Mountain employs the U.S. Environmental Protection Agency’s (EPA’s) Waste Reduction Model (WARM) to estimate associated energy savings and carbon emissions avoidance. In 2023, this program enabled Tyler to recycle 66% of our equipment and remarket the remaining 34%. Mixed electronics, desktop computers, and portable electronic devices were our largest contributors by weight. Through the program, we avoided over 26 metric tons of GHG emissions in 2023, equivalent to preventing over 2,900 gallons of gasoline from being burned. In particular, our Yarmouth and Falmouth, Maine, offices recycled a total of 10,548 pounds of e-waste, saving more than 22,000 kilowatt-hours of electricity. Tyler is committed to conserving natural resources and addressing environmental concerns. Through education and best practices, Tyler works to promote environmental sustainability through green planet initiatives, energy- optimized operations, and resource efficiency. Green Planet Initiatives • Tyler’s Environmental Task Force and office Green Teams educate, empower, and promote environmental sustainability. • Onsite electric charging stations and shuttle services between offices reduce Scope 3 GHG emissions. • Remote software implementation provides paperless solutions for clients, reduces carbon footprint by 22,000 metric tons of carbon, and eliminates unnecessary business travel. • Annual greenhouse inventories assess Scope 1 and 2 (direct) GHG emissions and analyze Scope 3 (indirect) emissions. Energy-Optimized Operations • Energy consumption per employee is reduced by replacing incandescent lights with LED lights, adding window film to reduce heat gain, and installing light motion sensors. • Five out of seven of Tyler’s main facilities are on renewable energy plans and enable local providers to procure renewable energy credits. • Commercial solar power generation and storage project at Tyler’s Plano office generates cleaner energy and more than 450,000 kWH of energy per year. Resource Efficiency • Rainwater harvesting, rain sensors, and high efficiency plumbing reduces water consumption. • Eliminating non-recyclable products and implementing recycling programs reduces office waste. • Purchase decisions evaluate and incorporate Energy Star rating and conversation value guidance.
47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Our dedication to public sector and technology industry experts helps us provide the best products and services possible to help governments solve problems and strengthen communities. We’re committed to world-class service by investing resources in transformative partnerships. Tyler has Technology Partners and a Tyler Platform Alliance program. Tyler’s technology collaborations provide products and services that complement each other. Our cooperative agreements allow us to focus on what we do best while providing our clients with the strongest solutions for asset management, business intelligence, custom forms and statements, GIS mapping, online payments, online purchasing, and more. Our active memberships in digital security organizations reinforce our commitment to providing Tyler staff and clients the highest level of data security. Tyler’s technology partners include – AWS, Cloud Security Alliance, ESRI, International Association of Privacy Professionals (IAPP) Infinite Campus, Microsoft Tyler’s Platform Alliance is a partner program for organizations to develop, market, sell and implement solutions based on Tyler Technologies platform products – Application Platform & Data & Insights.
48	Describe your strategy related to ecosystem partners for additional functionalities or capabilities.	Our dedication to public sector and technology industry experts helps us provide the best products and services possible to help governments solve problems and strengthen communities. We’re committed to world-class service by investing resources in transformative partnerships. Tyler has Technology Partners and a Tyler Platform Alliance program. Tyler’s technology collaborations provide products and services that complement each other. Our cooperative agreements allow us to focus on what we do best while providing our clients with the strongest solutions for asset management, business intelligence, custom forms and statements, GIS mapping, online payments, online purchasing, and more. Our active memberships in digital security organizations reinforce our commitment to providing Tyler staff and clients the highest level of data security. Tyler’s technology partners include – AWS, Cloud Security Alliance, ESRI, International Association of Privacy Professionals (IAPP) Infinite Campus, Microsoft Tyler’s Platform Alliance is a partner program for organizations to develop, market, sell and implement solutions based on Tyler Technologies platform products – Application Platform & Data & Insights.
49	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Tyler partners with businesses in this category to supplement offerings and services targeted at the public sector. Tyler would not be applicable for these certifications.

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50	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We imagine that many of the solution providers evaluated by Sourcewell will have overlapping product and service offerings, but how many can say that they are solely focused on the public sector? Just one. Tyler - It's all we do. Our expertise in this area allows us to provide quality products and customer service that are in line with most needs in public sector software. Not to mention, many of our employees came directly from public sector roles - meaning our products are designed and supported by the people who know what the public sector needs. Solution areas: Public Administration: - Appraisal & Tax - Civic Services - ERP - Land & Official Records - Regulatory - Outdoor Recreation Courts & Public Safety - Corrections - Courts & Justice - Public Safety Health & Human Services - Environmental Health - Disability & Benefits K-12 Education - School ERP - Student Information - Student Transportation Transformative Technologies - Data & Insights - Civic Experience - Cybersecurity - Payments - Platform Technologies - Productivity Tools When you purchase software solutions from Tyler, you aren't just getting the latest software as of the date you sign your contract. You are also getting the benefit of perpetual upgrades as they happen. We deliver this without additional license fees. Both on-premises and SaaS clients receive new releases and upgrades for the life of their maintenance or subscription agreements. Our products are continually enhanced through a process of perpetual upgrades. This steady stream of significant yet manageable changes is deployed with minimal disruption to your operations. Our evergreen philosophy is a commitment to our clients. • Your investment in our products is long term. • Your product will continue to evolve and remain a market leader. • We are continuously enhancing our products with underlying technology. • We are constantly adding new features, adding value and increasing efficiency in the public sector workplace. • One of our core values is community, that's why we've created many spaces, digitally and in- person, to better connect our client base with each other. Resources like our online Tyler Community platform, annual Tyler Connect user conference, and product specific state user groups meetings allow clients and staff to gather, learn, and collaborate on a variety of topics and initiatives. Each year thousands of clients come to learn about Tyler, our products, and to connect with peers and staff. This premier event helps clients get the maximum use of their Tyler software. You learn more about existing or proposed functionality through dozens of classes over several days. Development product managers attend the event to share their plans for the next upgrade and to solicit feedback from clients. Our clients' input from past conferences continues to significantly impact the direction of software enhancements and changes. Client attendance each year ensures that appropriate needs are reflected in product development strategies. Connect is held in different locations every year to accommodate our geographically diverse client base and to provide fresh and exciting activities for our clients outside of the classes and labs. Tyler is proud of the tenure of our employees. Many employees have come directly from the public sector or have worked in roles at Tyler like implementation and support that provides them with firsthand experience and knowledge of what the public sector needs. This experience paired with the extensive hands on training provided makes our in-house experts excellent resources for our clients to rely on during implementation and beyond.

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51	If applicable, how does your solution facilitate increased citizen engagement and feedback in public sector processes?	Tyler Technologies provides various software solutions tailored for the public sector, which can significantly enhance citizen engagement and feedback in governmental processes. Here's how some of their products facilitate this: Online Portals: Tyler's software often provides robust online portals where citizens can access information, submit requests, and provide feedback on various government services, view bills and make payments. These portals streamline communication between citizens and government agencies, making it easier for citizens to engage with their local government. Online Payment Systems: Tyler provides online payment solutions that allow citizens to conveniently pay bills, fees, and taxes online, increasing engagement and participation in government services. Mobile Applications: Many of Tyler's solutions offer mobile applications, allowing citizens to engage with government services on-the-go. These apps often include features like reporting issues (e.g., potholes, graffiti) directly from a smartphone, providing feedback on public projects, or accessing important information about local events and services. Data & Insights: This data-driven digital transformation accelerates innovation, data sharing, and transparency. It helps in engaging citizens with interactive visualizations, dashboards and reports. Enterprise Permitting & Licensing: This platform allows citizens to apply for permits, plan reviews, licenses, and more, online at their convenience. MyCivic 311 Mobile App: This application provides citizens with a platform to report non-emergency issues, communicate directly with city and county staff, get updates on reported issues, and be informed of local government news and events. Municipal Justice: This software enables citizens to pay court obligations from anywhere, reducing foot traffic and wait times at the court. ERP Financials & Utility Billing: These applications allows citizens to easily pay utility bills online, improving customer service and efficiency. Online Dispute Resolution: An online dispute resolution tool that allows citizens to resolve disputes from anywhere at any time, without having to go to court. These are just few of the many tools and applications Tyler Technologies markets to increase and facilitate citizen engagement. Each application is designed to streamline processes, increase transparency, and make it easier for citizens to interact with their local government.
52	How does your solution support digital transformation initiatives within the public sector, including cloud adoption, mobile access, and digital service delivery?	Tyler is focused on digital transformation initiatives among its client base and well suited to help guide modernization strategies and the adoption of updated technology that will help our clients better serve the public. Tyler, the leader in public sector software, together with Amazon Web Services (AWS), the most flexible and secure cloud computing environment available today, sets the standard of public sector software in the cloud. Cloud technology solutions enable all levels of government to be more connected, secure, flexible, scalable, and efficient. Tyler supports our clients' cloud journeys. In the cloud, governments become equipped to deliver future technologies that will strengthen Tyler's Connected Communities vision. • Tyler's managed applications reduce the burden on client IT staff • Costs are predictable for the term of the subscription • Expenditures are lower overall compared to on-premises deployments • Increased remote access capabilities enable secure and flexible work arrangements from any internet connection, anywhere, anytime • Solutions run on AWS, built to guard against outages and incidents • Connectivity to applications is secured through market-leading authentication platforms • Client data is backed up and retained using federally compliant standards • Tyler's employees, skilled in the latest cloud technologies, provide 24/7 monitoring for infrastructure, performance, and security With Tyler's cloud solutions, our clients are able to accomplish greater goals with increased system availability, improved response times and data reliability without the maintenance. More than 11,500 Tyler clients leverage our cloud-based solutions and more than 6.4 million users rely on Tyler's e-service solutions to make payments, file court documents, submit permits, and interact with government. Tyler's collaboration with AWS helps to deliver better experiences for residents and further enables the public sector to use data as a strategic asset in the design, management, and delivery of programs. Adoption of key AWS services lays the groundwork for future cloud services in response to government and public sector needs. Tyler and AWS deliver efficient applications for governments and provide the benefits of the world's most broadly adopted public cloud to Tyler clients. Mobile Options: Tyler provides applications across multiple platforms, including mobile and touch screen tablets, offering end-users with on-the-go access from virtually anywhere. Responsive web applications automatically orient screen layout for optimal user experience, whether accessed from a desktop monitor or smartphone. Native mobile apps leverage device resources such as GPS or camera; and integrated store-and-forward functionality allow the use of apps without a data connection, and automatically syncs when back online. Many of the back-office browser applications are also accessible from mobile devices, and some are even optimized for touch providing near identical functionality regardless of the platform or device used.

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Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
53	Do your warranties cover all products, parts, and labor?	Tyler warrants its software and services as indicated in the software and services agreements included with our proposal. With few exceptions, Tyler does not warrant hardware or other 3rd party products but passes through those warranties to Participating Entities.	*
54	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our software warranty requires clients have an active Maintenance or SaaS agreement.	*
55	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Tyler software warranty support is provided remotely If we need to travel to a client site for warranty support, it will be at no charge to the client unless the onsite trip is caused by the client's failures to perform under the agreement. Warranty coverage for third party products and services is subject to the suppliers' terms.	*
56	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We can provide warranty service for our software and services throughout the United States and Canada. As noted above, warranty coverage for third party products and services is subject to the suppliers' terms	*
57	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	With very few exceptions, we do not offer warranties for third party software, hardware, or services.	*
58	What are your proposed exchange and return programs and policies?	Tyler Software: So long as the client has an active software maintenance or SaaS agreement, Tyler will cure Defects in its software, as defined in the applicable agreement, in accord with the applicable support call process. Tyler Services: In the event Tyler provides services not in accordance with appliable industry standards, Tyler will reperform those services at no additional cost to the client. 3rd Party Products: Warranty and exchange policies are determined by the applicable supplier and/or manufacturer. Tyler will reasonably coordinate support and warranty claims for 3rd party products resold by Tyler.	*
59	Describe any service contract options for the items included in your proposal.	Tyler does not warrant hardware or other 3rd party products but passes through those warranties to Participating Entities. Extended warranties can possibly be leveraged through those 3rd Party providers.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
60	Describe any performance standards or guarantees that apply to your services	At Tyler Technologies, our goal is to have enthusiastic customers for life. And we're constantly making investments in our technology, business operations and customer service to ensure that we're providing an outstanding customer experience that's second to none. Tyler offers a complete solution of customer support services provided by our in-house experts. To best assist clients, we triage and monitor support cases by priority. The case priority is based on the customer's needs and deadlines. Priority identifies the impact of the issue and sets expectations for support and the customer. Tyler adheres to an established SLA and support call process with resolution targets aligned with incident priority. In terms of software performance and benchmark testing: Tyler has a dedicated Performance Testing department and lab. Automated testing is performed across three primary testing areas: performance, load, and stress testing. • Performance Testing validates speed, scalability, and/or stability of the system. This allows Tyler to determine current capacity of the software and ensure most performance issues are resolved prior to software releases and updates. Performance testing also aids in determining precise hardware requirements and configurations. • Load Testing validates the system's performance under normal or peak workload (e.g., number of transactions, concurrent user sessions). Testing modules are created to include common tasks that may be run daily by clients to simulate a typical workload. All workloads are run simultaneously to simulate client usage. • Stress Testing validates the system's performance/behavior when pushed beyond normal/peak workloads. In addition, hardware failures simulations are included in these tests to evaluate bottlenecks and identify potential causes of the failure. Tyler utilizes a variety of client footprints to represent various configurations that make up our client base. These configurations range from consolidated environments running 1-2 modules to distributed systems running the entire application suite. There are no performance limitations of Tyler solutions and reasonable response times should be expected. Due to variety of factors that can affect the response time of the system, response times or performance levels for all functions cannot be strictly guaranteed. Tyler development and cloud operation departments make consistent efforts to monitor and improve system responsiveness based on user feedback, and work to guarantee benchmark performance at optimal levels for a wide range of municipalities and usage patterns large and small. Tyler's experienced professional services team can provide tailored recommendations specific to client business processes to optimize performance and user experience. Tyler Technologies warrants its service to its standard service level agreement (SLA). The SLA defines service availability (% of uptime), and recovery point objective (RPO) and recovery time objective (RTO) for Tyler cloud solutions. If a client is unable to access Tyler applications for any reason, opening a support ticket is all that is required to report, and track downtime counted against Tyler's SLA. For more details, refer to the included sample Service Level Agreement.	*
61	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Tyler's support services are documented in our current Support Call Process (Schedule 1 to Exhibit C of Tyler's LSA and SaaS agreements). Tyler's Service Level Agreement (Exhibit C to Tyler's SaaS agreement) outlines the information technology service levels that we provide to our clients to ensure the availability of the application services requested.	*

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62	Describe your data integrity and protection standards, data backup, recovery, and secure storage solutions.	Tyler applications use a combination of database constraints and robust application-level business logic to ensure data integrity. Due to the integrated nature of Tyler applications, single “master records” are shared across multiple products. This ensures one data record is maintained across multiple applications, eliminating the need to “sync” or manually entering duplicate data in multiple areas. Most data entry involved choosing records from pre-defined tables maintained by application administrators rather than entering data free form. Finally, Tyler applications follow best practice database rules for transaction rollbacks. Any in-flight transactions that are interrupted between a begin work and commit work, will roll back to the previous commit. Tyler solutions run on AWS state of the art data centers using innovative architectural and engineering approaches. Amazon has many years of experience in designing, constructing, and operating large-scale data centers. This experience has been applied to the AWS Cloud. AWS builds to guard against outages and incidents, and accounts for them in the design of their services; so, when disruptions do occur, their impact on customers and the continuity of services is as minimal as possible. AWS data centers operate in alignment with Tier III+ guidelines. More information regarding Uptime Institute guidelines employed can be found at: https://aws.amazon.com/compliance/uptimeinstitute/. As part of Tyler’s defined business continuity plan, full server snapshots are replicated across multiple Availability Zones. Availability Zones consist of one or more discrete data centers, each with redundant power, networking, and connectivity, and housed in separate facilities. They are connected to each other with fast, private fiber-optic networking, providing automatic fail-over for minimal disruption. Tyler employs a FIPS-compliant enterprise backup solution certified for CJIS and GovCloud use. Data transfer and storage is encrypted as defined in FIPS140-2 and FIPS140-3 standards over private connections within the AWS network. Backup of client production data occurs nightly and are retained as defined by application-specific retention policies. Data restoration requests must be submitted through the standard support ticketing process by client approved personnel only. Tyler Technologies warrants its service to its standard service level agreement (SLA). The SLA defines service availability (% of uptime), and recovery point objective (RPO) and recovery time objective (RTO) for data centers used for Tyler SaaS hosting. Tyler’s business continuity plan is tested annually, and backup restore tests are performed weekly. Further information regarding Tyler’s business continuity plan can be found in Tyler’s most recent Type 2 Service Organization Controls No. 2 (SOC 2) report. Tyler cloud solutions run on Amazon Web Services (AWS), the global leader in public cloud. Applications and data run across multiple Availability Zones for redundancy and business continuity. US client data is stored/backed up in multiple AWS US Regions. Canadian client data is typically stored in an AWS Canada Region. Tyler’s robust data security and privacy protocols are utilized to maintain a safe and secure environment for Tyler’s SaaS Services. To that end, Tyler agrees to comply with all federal and state laws and regulations on security and privacy that are applicable to the services Tyler is required to provide pursuant to an agreement resulting from this procurement. Tyler has defined security control processes in place audited at least yearly in accordance with the AICPA’s Statement on Standards for Attestation Engagements (“SSAE”) No. 18. In addition, Tyler has attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent. More information on Tyler Industry & Regulatory Compliance, including how to obtain a copy of Tyler’s SOC Report, can be found at: https://www.tylertech.com/about-us/compliance. Tyler’s dedicated application security team is dedicated to continuously reviewing and enhancing the security posture of Tyler’s products. Tyler uses enterprise level dynamic and static security scanning tools as part of our software development lifecycle. In addition, Tyler’s application security team executes manual assessments on Tyler products using a testing methodology based upon the OWASP Testing Framework. Additional industry standard security measures include in-transit and at rest data encryption, role-based access control based on NIST standards, and industry standard organizational and physical security controls. Tyler cloud solutions run on Amazon Web Services (AWS), the global leader in public cloud. The AWS Security Center provides up-to-date information on AWS audits by independent third-party auditors. These controls have met the needs of more than 8800 public sector organizations and 5.1 million users using Tyler cloud solutions. Any system security requirements must be mutually agreed to by Tyler and the Client.	*
63	What are your policies and governance features regarding large language models and generative AI?	Tyler is committed to the responsible use of AI and delivering solutions built on ethical principles aligned with our core values: Open, inspectable, and transparent. 1. Accountability: We hold ourselves accountable for the ethical development, deployment, and usage of AI technologies, ensuring that all decisions and actions related to AI are transparent, traceable, and subject to review. 2. Integrity: We conduct all AI-related activities with integrity and honesty, and are transparent about how AI technologies are developed, deployed, and used, providing clear explanations of AI-driven decisions and ensuring that stakeholders have access to information about the ethical considerations and impacts of AI. 3. Focus: We maintain a focus on the ethical implications and societal impacts of AI technologies, prioritizing the well-being and interests of individuals and communities in all AIrelated decision-making processes. 4. Inclusion: We promote diversity and inclusion in the development and usage of AI technologies by prioritizing fairness and equity in the design and implementation of AI systems, taking measures to mitigate biases, and ensuring AI systems are designed to serve the needs of all individuals, regardless of their backgrounds, identities, or characteristics. 5. Community: We contribute to the broader community by fostering collaboration and knowledge sharing, and by respecting user privacy and protect personal data in all AI-related activities, adhering to strict data protection standards and regulations to safeguard the confidentiality and security of individuals' information. 6. Growth: We embrace opportunities for growth and learning in AI ethics and best practices, investing in the professional development of our employees and promoting continuous improvement in our approach to ethical AI usage.	*
64	User Accessibility: How does your software ensure accessibility for all users, including those with disabilities, in compliance with standards?	Tyler applications intended for external users to our clients such as applicants, employees, retirees, residents, and vendors are designed using standards to support ADA accessibility requirements. Front-end UX components adhere to Web Content Accessibility Guidelines (WCAG) 2 A-AA compliance. Quality Assurance teams leverage several tools to validate compliance during development and testing including screen readers. Tyler continues to monitor Section 508, ADA, & WCAG compliance as a focal point of development activities.	*

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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
65	Describe your payment terms and accepted payment methods.	45 days following invoice date. Tyler accepts payment through ACH/EFT as well as credit cards and checks.	*
66	Describe any leasing or financing options available for use by educational or governmental entities.	While we do not offer leasing or financing options directly, Tyler has occasionally coordinated client requests in order to obtain funding for their procurements. Additionally, Tyler will reasonably cooperate with clients who have exigent financial restraints in order to structure payment terms that allocate the total cost of ownership over the term of the agreement.	*
67	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Tyler expects to use the standard Tyler contract applicable to each individual procurement in substantially the same form as those submitted with our proposal as they contain language specific to the software industry, such as license grant and intellectual property infringement. Tyler has included our standard License and Services Agreement ("LSA"), SaaS Agreement, Payment Processing Agreements, Commercial Terms, Data & Insights Terms, Disbursements Agreement, Recreation Management SaaS Agreement, and Platform Solutions Division Terms for reference. Exhibit C of Tyler's LSA includes our standard Maintenance and Support Agreement. Exhibit C of Tyler's SaaS agreement includes our Service Level Agreement. Exhibit D of Tyler's standard LSA and SaaS agreements include the various End User License Agreements that are applicable for the use of certain Tyler Software.	*
68	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Tyler accepts Visa/Mastercard. Changes can be five thousand dollars or less.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
69	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Tyler provides a broad range of best in class software solutions developed exclusively for the public sector. Additionally, Tyler offers comprehensive service offerings to the support the successful implementation of our products and continued optimization of our solutions at client sites so that they truly benefit and empower the users, their organization and their constituencies. The majority of Tyler's clients choose to host their solutions in the cloud. Tyler's subscription based pricing lowers the cost of entry by eliminating large up-front fees and spreading costs over time. Tyler provides comprehensive enterprise software that is configured specifically for each client's unique needs. The individual line items and MSRP prices are derived from a series of proprietary calculations. All pricing proposals offered to Sourcewell members will clearly show the MSRP and the applicable Sourcewell discount. This discount is limited to Tyler Software Licenses and Tyler Software License Subscriptions (SaaS) portions of the proposal and do not apply to services, annual maintenance, custom programming, third party products and services and other components of the client's proposal that are not listed as Tyler Software Licenses or Tyler Software Subscription. Tyler has provided detailed pricing schedules and the overall discount structure for the applications included in this response. Determining the needs of our customers and the software that will be suit their organization to optimize processes is a consultative process and pricing formulation is multi-factored and involves both software and service offerings. Tyler strives to work closely with all its prospects and clients to best understand their needs and propose services and solutions to appropriately serve their needs. Tyler's quotes to our customers will clearly present the actual list price and proposed discounts that have been expressed in Tyler's proposal.	*
70	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Tyler will discount then-current pricing by 10% for software licenses and SaaS fees for the initial term. Tyler's Data & Insights SaaS product offering fees will be discounted by 5% for the initial term. Cybersecurity services will also be discounted by 5%. Tyler's application platform solution This discount does not extend to transactional-priced applications, services pricing, (implementation-focused training, project management, product development services, service subscriptions), software maintenance, renewals, or hardware.	*
71	Describe any quantity or volume discounts or rebate programs that you offer.	Much of Tyler's pricing is based on a volume discount pricing construct. With an increase in the purchase amounts of licenses or users in our subscription-based pricing, the cost per license/user decreases. Clients may also choose to purchase a site license for many of our subscription arrangements which allows innumerable amounts of users access to Tyler's solution and is an appropriate and cost-savings approach for many of Tyler's clients.	*
72	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Not applicable to the products and services offered by Tyler.	*
73	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Elements associated with the cost of acquisition will be detailed on the quote and further supported by commentary on the quote and within the contract.	*
74	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery or shipping are additional costs and not covered by the Sourcewell agreement. All associated costs will be detailed in the clients proposal	*
75	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, delivery or shipping are additional costs and not covered by the Sourcewell agreement. All associated costs will be detailed in the clients proposal	*
76	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
77	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

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Table 13: Audit and Administrative Fee

Line Item	Question	Response *
78	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Tyler has a quoting tool that has been programmed to factor in automated discount minimums when sales resources are generating quotes associated with Sourcewell. The tool appropriately generates quotes that are then automatically posted in Tyler's CRM database. There is full transparency as to what was quoted for each client and quotes can easily accessed and reviewed for compliance. In CRM all quote components can be generated to pull all previous quarter activity to be reviewed and analyzed for compliance by sales, finance, and legal resources.
79	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Tyler has been a longtime partner of Sourcewell and past benchmarks will immediately inform current contract success. As stated earlier in Tyler's response, the mix of divisional usage has broadened substantially over the duration of Tyler's contract term and Tyler will continue to work to increase divisional usage. Tyler will montior revnenue growth, new client adoption, usage by rep, specific product procurement trends, and new territory expansion.
80	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Tyler is proposing a 2% admin fee on the contracted value of the first year of on- premise software licenses costs and software-related SaaS fees.

Table 14: Depth and Breadth of Offered Equipment Products and Services

Proposers including solutions offered within the scope of Categories 1, 2, 3, and 4 within its singular proposal must designate they are seeking award in **Category 5** in the Sourcewell Procurement Portal. Proposers seeking award in Category 1, 2, 3, or 4, as defined herein must make that designation below. Proposers may only receive an award within the Category(-ies) they designate. Sourcewell reserves the right to re-categorize any designation as it deems appropriate.

Line Item	Category Selection	Offering *
81	Category 1: Core Administrative Systems	(•) Yes ( ) No
82	Category 2: Education and Public Sector Information and Work Management	(•) Yes ( ) No
83	Category 3: Asset and Risk Management	(•) Yes ( ) No
84	Category 4: Public Engagement and Specialized Services	(•) Yes ( ) No
85	Category 5: Integrated Enterprise Solutions	(•) Yes ( ) No

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes Core Administrative Systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
86	Human Resources Software	(•) Yes ( ) No	Tyler offers comprehensive Human Resource software solutions which include but are not limited to:Tyler's Enterprise ERP, ERP Pro, School ERP Pro, Time & Attendance, Absence & Substitutes, and Workforce Case Management solutions
87	Financial Performance, Spend, or Expense Management Software	(•) Yes ( ) No	Tyler offers comprehensive Financial Software which include but are not limited to: Tyler's Enterprise ERP, ERP Pro, School ERP Pro, ACFR Statement Builder, Priority-Based Budgeting, Data & Insights
88	Accounts Payable, Accounts Receivable, Billing, or Revenue Collection Solutions	(•) Yes ( ) No	Tyler offers comprehensive Accounts Payable, Accounts Receivable, Billing and Revenue Collection solutions which include but are not limited to: Tyler's Enterprise ERP, ERP Pro, School ERP Pro & Payments, Cashiering, Disbursements, Revenue Mangement (Utilitiy Billing, RE/PP Tax, General, Permitting & Licensing, Courts & Public Safety collections.
89	Procure-to-Pay and Contract Management Systems	(•) Yes ( ) No	Tyler offers comprehensive Procurement solutions which include but are not limited to: Tyler's Enterprise ERP, ERP Pro, School ERP Pro, AP Automation, Req & PO solutions, integrated content management.

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Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 2 will be submitting in the broad category that includes Education and Public Sector Information and Work Management. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
90	Student Information System (SIS)	◉ Yes ○ No	Tyler offers a broad suite of solutions devloped for K-12 Education including by not limited to: School ERP Pro, Absence & Substitue, Student Tranportation, and SIS K-12 for Missouri.	*
91	Learning Management System (LMS)	◉ Yes ○ No	Tyler offers LMS features within its ERP solutions.	*
92	Work Management Software	◉ Yes ○ No	Tyler incorporates work management features into core applications, including but not limited to: Role tailored dashboards, workflow, robust reporting, scheduling.	*
93	Enterprise Content Management/Records Management	◉ Yes ○ No	Tyler offers robust records mangement and content management offerings.	*
94	Enrollment Management Systems	◉ Yes ○ No	Tyler offers comprehensive benefit enrollment management systems.	*

Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 3 will be submitting in the broad category that includes Asset and Risk Management. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
95	Computerized Maintenance Management System (CMMS)	◉ Yes ○ No	Tyler offers comprehensive CMMS solutions.	*
96	Facility Management Software	◉ Yes ○ No	Tyler offers Facility Management solutions.	*
97	Energy Management Software	◉ Yes ○ No	Tyler offers a comprehensive offerings for Utilities Billing & Asset Management.	*
98	Insurance and Risk Management	○ Yes ◉ No	.	*
99	Environmental, Health, and Safety (EHS) management	◉ Yes ○ No	Tyler offers broad and comprehensive Civic Services solutions which include but are not limited to: Environmental Health, Enterprise Permitting & Licensing software, Fire Prevention Software, Community Development, Business Management and Asset & Citizen Request software and services.	*

Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 4 will be submitting in the broad category that includes Public Engagement and Specialized Services . See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
100	Court, Corrections, and Justice System	◉ Yes ○ No	Tyler offers broad and comprehensive solutions which include but not are not limited to: Justice Plus, Municipal Justice, Municipal Jury Manager, Online Dispute Resolution, Enterprise Justice, eFile & Serve, Guide & File, Civil Process, Enterprise Corrections, Electronic Warrants, Enterprise Jury Manager, Enterprise Supervision, Correction Solutions, Agency Intelligence. Enforcement Mobile, Public Safety Pro, Fire Prevention Mobile, Enterprise Public Safety	*
101	Municipal Services, Inspections, Licensing, Grants, Tax, and Permitting Management Solutions	◉ Yes ○ No	Tyler offers broad and comprehensive solutions which include but not are not limited to: Enterprise Permitting & Licensing, Enterprise Environmental Health, Enterprise Asset Management, Enterprise Service Requests, Enterprise Assessment & Tax, Assessment & Tax Pro, Assessment & Tax Plus, Property & Recording Insights, Appraisal Services, Enterprise Records Management,, Enterprise ERP, ERP Pro, School ERP Pro,	*
102	Parks and Recreation Software	◉ Yes ○ No	Tyler offers broad and comprehensive solutions focused on Outdoor Recreation and Parks & Recreation solutions	*
103	Citizen Relationship/Engagement Management	◉ Yes ○ No	Tyler offers comprehensive Citizen Relationship/Engagement Management solutions including but not limited to robust customer focused portals, Data & Insight solutions focused on transparency and resident engagement, Civic Portfolio offerings.	*

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Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 5 will be submitting in the broad category that includes Integrated Enterprise Solutions. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
104	Comprehensive suites that encompass Enterprise Resource Planning (ERP) and at least one solution from EACH category 1-4 above	◉ Yes ○ No	Tyler offers a broad and comprehensive suite of solutions as part of Tyler's Civic Portfolio, ERP Portfolio, Property & Recording Portfolio, Courts & Public Safety Portfolio, K-12 Education, Outdoor Recreation, Regulatory and Tyler one Portfolio.	*

Table 20: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
105	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Tyler is offering broad and comprehensive innovative software, services and hardware that is necessary to operate Tyer's software solutions. Our software offerings are broken down into distinct solution groups. Tyler Technologies is committed to providing the best and broadest array of software and services to the public sector. Dedicated research and core development groups ensure Tyler remains focused on the needs of existing customers while also envisioning and executing on what prospects will expect from products and services in the future. Tyler's Evergreen Philosophy continually provides returns on our clients' investment by refreshing the features and underlying technology in a planned and non- disruptive approach. Public Administration Civic Portfolio - Enterprise Permitting & Licensing Enterprise Service Requests Enterprise Asset Management Parks & Recreation ERP Portfolio Workforce Case Management Time & Attendance ERP Pro Enterprise ERP Assets Mobile & Inventory Mobile Enterprise Forms Priority Based Budgeting ACFR Statement Builder Property & Recording Portfolio CA Valuation Appraisal Services Assessment & Tax Plus Enterprise Records Management Enterprise Assessment & Tax Assessment & Tax Pro Regulatory Portfolio State Regulatory Platform Regulatory Licensing & Permitting Cannabis Licensing Firearms POC Background Check Enterprise State Regulatory Outdoor Recreation Portfolio Recreation Licensing Parks & Recreation Recreation Management Courts & Public Safety Justice Portfolio CSI Justice Plus Municipal Justice Municipal Jury Manager Online Dispute Resolution Enterprise Justice eFile & Serve Guide & File Civil Process Enterprise Corrections Electronic Warrants Enterprise Jury Manager Enterprise Supervision Correction Solutions Public Safety Portfolio Agency Intelligence Enforcement Mobile Public Safety Pro Fire Prevention Mobile Enterprise Public Safety K-12 Education	*

		Schools Portfolio School ERP Pro Absence & Substitute Student Transportation Telematic GPS Tyler Drive Onboard iPaaS Tyler One Portfolio Application Platform My Civic Engagement Builder Content Hosting Statewide Digital Solutions Open Data Platform Disbursements Data Collect Mobile Data & Insights Cashiering Cybersecurity Hub Identity Meeting Manager Notify Payments	
106	Equipment and accessories related to the offering of systems or solutions described in subsections categories 1-5 above, including but not limited to, hardware, peripherals, and accessories	Tyler supplies hardware that supports operation of Tyler's software solutions.Hardware offerings include but are not limited to: POS cashiering hardware and components, Time Clocks, vehicle tablets, telematics devices, bar code printers, kiosk, mobile printers, mobile docking stations, asset label printers, scanners and related accessories.	*
107	Services related to the offering of systems or solutions described in categories 1-5, including, but not limited to, hosting, cloud migration, modernization, customization, integration, implementation, installation, maintenance, training, data collection, import, export and backup, record-keeping and reporting, mobile, cloud, and web-based applications or platforms, customer service, auditing, compliance, security, and technical and user support	Tyler offers a broad array of services to support installation, deployment, implementation, project management, software support and maintenance, data conversion, customization, integration, hosting, managed, upgrade, Cybersecurity, and training services.	*

Table 21: Exceptions to Terms, Conditions, or Specifications Form

Line Item 108. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	(•) Yes ( ) No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Tyler Techologies Pricing - Sourcewell - 2024.zip - Thursday June 13, 2024 08:59:31
- Financial Strength and Stability - 2023_Tyler_Technologies_Annual_Report.pdf - Tuesday June 11, 2024 09:29:55
- Marketing Plan/Samples - Marketing Samples.pdf - Wednesday June 12, 2024 06:02:00
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples - Tyler Agreements.zip - Thursday June 13, 2024 08:22:19
- Requested Exceptions - RFP_060624_Software_Solutions_ Public_Sector_Ed_Admin_Contract_Template Tyler Redline Exceptions 053124.pdf - Wednesday June 12, 2024 06:03:03
- Upload Additional Document - Tyler Technologies _Sourcewell Pricing_Discount Summary_.pdf - Wednesday June 12, 2024 16:05:51

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Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Tina Mize, Group General Counsel, Tyler Technologies

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

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File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 17 Software Solutions RFP 060624 Mon June 3 2024 10:31 AM	☑	1
Addendum 16 Software Solutions RFP 060624 Thu May 30 2024 10:38 AM	☑	4
Addendum 15 Software Solutions RFP 060624 Tue May 28 2024 02:32 PM	☑	2
Addendum_14_Software_Solutions_RFP_060624 Fri May 24 2024 03:00 PM	☑	4
Addendum_13_Software_Solutions_RFP_060624 Tue May 21 2024 04:25 PM	☑	1
Addendum_12_Software_Solutions_RFP_060624 Mon May 20 2024 06:33 PM	☑	1
Addendum 11 Software Solutions RFP 060624 Fri May 17 2024 03:19 PM	☑	2
Addendum 10 Software Solutions RFP 060624 Thu May 16 2024 01:38 PM	☑	4
Addendum 9 Software Solutions RFP 060624 Tue May 14 2024 03:18 PM	☑	2
Addendum 8 Software Solutions RFP 060624 Thu May 9 2024 12:50 PM	☑	1
Addendum 7 Software Solutions RFP 060624 Wed May 8 2024 01:39 PM	☑	1
Addendum 6 Software Solutions RFP 060624 Tue May 7 2024 12:00 PM	☑	2
Addendum 5 Software Solutions RFP 060624 Fri May 3 2024 01:56 PM	☑	1
Addendum 4 Software Solutions RFP 060624 Thu May 2 2024 12:30 PM	☑	1
Addendum 3 Software Solutions RFP 060624 Tue April 30 2024 03:17 PM	☑	1
Addendum 2 Software Solutions RFP 060624 Mon April 22 2024 02:21 PM	☑	1
Addendum 1 Software Solutions RFP 060624 Fri April 19 2024 02:53 PM	☑	1

Bid Number: RFP 060624

Vendor Name: Tyler Technologies

RESOLUTION NO. 2025-427

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING A BID AND AN AGREEMENT WITH TYLER TECHNOLOGIES INC THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH SOURCEWELL, AUTHORIZING AN EXPENDITURE OF AN AMOUNT NOT TO EXCEED $175,000 FOR SOFTWARE MAINTENANCE, UPDATES AND SUPPORT OF MUNICIPAL ADMINISTRATION SOFTWARE FROM TYLER TECHNOLOGIES INC; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS AND PAYMENT AFTER APPROVAL AS TO FORM BY THE CITY ATTORNEY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is desired to continue the use of Tyler Technologies Municipal Administration Software; and

WHEREAS, the Sourcewell purchasing cooperative has awarded contract #060624-TTI to Tyler Technologies, Inc; and

WHEREAS, the City of Duncanville may utilize the cooperative purchasing bid as permitted by law; and

WHEREAS, the City has an annual invoice obligation with Tyler Technologies for software maintenance and support; and

WHEREAS, the City will require additional updates, maintenance, implementation and training to continue the current utilization of these critical software operations;

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 approves awarding of a bid and an agreement with Tyler Technologies Inc. through a cooperative purchasing agreement with Sourcewell, and authorizes an expenditure in an amount not to exceed $175,000.00 for software maintenance, updates, and support for municipal administration software from Tyler Technologies, Inc. through the Sourcewell contract #060624-TTI.

SECTION 2. The City Council of the City of Duncanville, Texas hereby authorizes the City Manager or designee to execute any necessary documents and payment for said purpose, after approval as to form by the City Attorney.

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 18th day of February, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 18 Feb 2025

TITLE:
Consider a resolution awarding RFP 25-0002 Towing and Impoundment Services, and authorizing an indefinite-delivery/indefinite-quantity master services agreement(s) with the firms outlined in Exhibit A to provide the contracted services of the City's towing, storage, and recovery services, from February 18, 2025, through February 17, 2030, not exceeding a total contract amount per firm of $250,000.00 over the potential five-year period.

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:
Matthew Stogner, Chief of Police
Adrian Tijerina, Assistant Chief of Police
Matt Bryant, Director of Public Works
Elton Brock, Chief Procurement Officer

BACKGROUND/HISTORY:
The City of Duncanville has outsourced the management and operation of its auto pound along with wrecker services for over three decades.

The scope of service includes, but is not limited to, 24-hour response to requests for services, towing of city property, safe and secure storage of towed vehicles, heavy-duty wrecker services, and custodian of related records.

POLICY EXPLANATION:
Sealed submissions of completed RFPs for Towing and Impoundment Services, Solicitation No. RFP 25-0002, for the City of Duncanville, Texas, were received by the Chief Procurement Officer by the due date. Two (2) companies submitted proposals and were initially evaluated by Staff. After the initial evaluation was conducted, staff determined to conduct a "**best and final (BAFO)**" offer process as allowed under Texas Government Code 252, the Municipal Procurement Act. The result of the BAFO process reduced the fees and expenses submitted originally significantly by both companies. A final ranking (Exhibit A) was conducted, giving pricing preference to the respondent who has a

business establishment in Duncanville, Texas as prescribed by Duncanville Ordinance 2475 (Exhibit B). It was recommended by Staff to award to both companies to provide continuity of services for the entire City of Duncanville.

The contract(s) has been drafted by the city's Chief Procurement Officer, reviewed and approved the content and format by the City's Police Department and Public Works Staff. (Exhibit C)

Staff requests the City Council's authorization of indefinite-delivery/indefinite-quantity master services agreements with the companies outlined in Exhibit A, to provide Towing and Impoundment Services for the City of Duncanville, and its residents. Services under these agreements will be ordered as needed, based on the agreement terms, with no guarantee of the amount of work.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Approved.
2. Disapprove.
3. Other actions as directed by Council.

ATTACHMENTS:

Resolution No. - 2025-418 - Towing and Impoundment Services - Pdf
Exhibit A - Evaluation Grid - 25-0002 Towing and Recovery Services
Ord. No. 2475 - Procurement of Local Preference
Exhibit C - 25-0002-A Towing and Impoundment Services Agreement - J and S Towing
Exhibit C - 25-0002-B Towing and Impoundment Services Agreement - 24 Hour Towing

RESOLUTION NO. 2025-418

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING RFP 25-0002 TOWING AND IMPOUNDMENT SERVICES, AND AUTHORIZING REQUIREMENT PROCUREMENT FOR TOWING AND CITY IMPOUNDMENT OF PERSONAL PROPERTY MASTER SERVICES AGREEMENTS BY AND AMONG THE CITY OF DUNCANVILLE, WITH 24 HOUR WRECKER SERVICE AND J AND S TOWING AND RECOVERY AS PROVIDED IN EXHIBIT A, TO PROVIDE SUCH SERVICES FROM FEBRUARY 18, 2025, THROUGH FEBRUARY 17, 2030, NOT EXCEEDING A TOTAL CONTRACT AMOUNT OF $250,000.00 PER COMPANY OVER THE POTENTIAL FIVE-YEAR TERM; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS AND/OR PURCHASE ORDERS AFTER APPROVAL AS TO FORM BY THE CITY ATTORNEY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas desires to continue its commitment to providing effective and necessary towing and impoundment services and award to the listed firm as highly qualified and achieving the “best value” for the expenditure of taxpayer funds; and

WHEREAS, the City of Duncanville has publicly advertised and obtained proposals for towing and recovery services; and recommends awarding to both companies for future towing and impoundment services; and

WHEREAS, the City Council of the City of Duncanville, Texas desires to award RFP 25-0002 Towing and Impoundment Services and authorize indefinite-delivery/indefinite-quantity master services agreements with the companies outlined in Exhibit A to provide such services to the City of Duncanville from February 18, 2025, through February 17, 2030, not exceeding a total contract amount of $250,000.00 per company over the potential five-year term; and

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

SECTION 1. That the City of Duncanville, Texas hereby awards RFP 25-0002 Towing and Impoundment Services; and, authorizes requirement procurement for towing and city impoundment of personal property master services agreements by and among the City of Duncanville, with 24 Hour Wrecker Service and J and S Towing and Recovery as provided in Exhibit A, to provide such services from February 18, 2025, through February 17, 2030, not exceeding a total contract amount of $250,000.00 per company over the potential five-year term.

SECTION 2. The City Manager is authorized to execute the appropriate and necessary documents and/or purchase orders after approval as to form by the City Attorney.

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 18th day of February, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

RFQ 25-0002 Towing and Storage Services

Evaluation Sheet

DESCRIPTION OF FACTORS	MAXIMUM SCORE	24 Hour Wrecker Service Lancaster, TX	J and S Towing and Recovery Duncanville, TX
Did the Firm meet the Mandatory minimum requirements?	YES / NO	Yes	Yes
1) The firm's past experience and performance on comparableservices. The quality of the Proposer's personnel to be assigned to the work and the quality of the Proposer's support personnel to be available. Submission of applicable References (from your submission of projects completed)	40	38	40
2. Pricing	60	60	57
		98	97
	RANKING:	1	2

Comments regarding the award score, if any: 24 hour Wrecker Service has the lower pricing, however, J and S Towing and Recovery is a local business, with a great performance history.

Evaluator's Name: Matt Stogner, Chief Of Police

Evaluator's Name: Adrian Tijerina, Assistant Chief of Police

Evaluator's Name: Matt Bryant, Director of Public Works

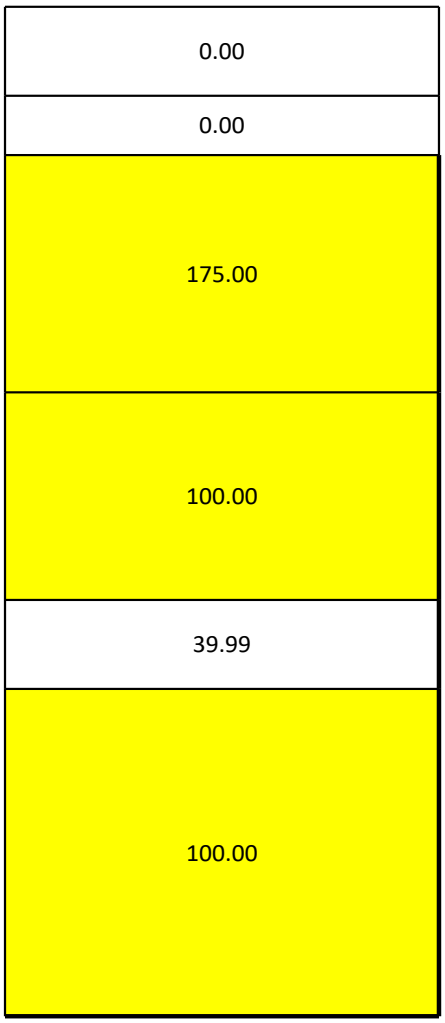
Evaluator's Name: Elton Brock - Chief Procurement Officer

BEST AND FINAL OFFERS

	J and S Towing and Recovery Duncanville, TX - Option A
Response time to Incident Calls from Duncanville Police Department to locations in the City limits of Duncanville. State in minutes.	**20**
The Scope of Work, Section 14 requires a one time fee for each vehicle impounded to be paid by the 10th of each month. A report shall be prepared and submitted with the payment. Please indicate the fee that is agreed to here:	**$25.00**
Light Wrecker Tow Charge – includes waiting time and clean-up time up to 30 minutes on scene, the use of a rollback, street/roadway clean-up, and the use of dollies. Chr towing from the scene of a wreck to a delivery point other than the Wrecker Services Pound within the City limits of Duncanville shall be the same as charges for delivery to the Storage lot. No transfer fee is authorized or allowed. This fee shall include light-duty vehicles, trucks, motorcycles, and utility trailers.	100.00
Additional Labor Charge for Street/Roadway/Rollover/Clean-up Time—After the first 30 minutes included with the Light Wrecker Tow Charge, additional time will be charged in 30-minute increments with unlimited manpower. This charge applies to off-road recovery and to upright a vehicle rollover.	50.00
Light Duty Storage–Per–Day Fee: This fee will be charged in twenty-four (24) hour increments from the time the vehicle is impounded.	22.85
Impound Fee – This fee includes the paperwork fee for each individual tow for all vehicle types.	22.85
Notification Fee—This fee applies to each vehicle that was not released from the Storage Lot and needs certified letters mailed before sale at auction for all vehicle types.	50.00
Outside City Limits Fee – This charge applies to all vehicles that need to be towed from the city limits to another location. The charge is based on the per mile from the city limits to the ultimate destination.	4.00
Sales Tax – this sales tax is accessed on the total invoice for the ***privately owned vehicles***	0.0825
Fee for Non-Emergency Unlock Service—A flat fee is charged for assistance in unlocking a vehicle in the city limits of Duncanville.	50.00

Fee for City Vehicle Tire Changes – A flat fee per call is charged for all tire changes for City vehicles.	0.00
Fee for City Vehicle/Equipment Tows within City limits	0.00
Heavy Duty Wrecker Charge—Incidents requiring a heavy-duty wrecker shall be charged on an hourly basis from the time dispatched to the time delivered to the Storage facility. The service will include street/roadway cleanup within the first hour, use of dollies, recovery, and winching. This service shall be paid at a rate of a minimum of one hour.	225.00
Additional Labor Charge for Street/Roadway/Rollover/Clean-up Time—After the first 30 minutes included with the Heavy-Duty Wrecker Tow Charge, additional time will be charged in 30-minute increments with unlimited manpower. This charge applies to off-road recovery and to upright a vehicle rollover	200.00
Heavy Duty Storage–Per–Day Fee: This fee will be charged in twenty-four (24) hour increments from the time the vehicle is impounded.	39.99
Hourly Rate for Blocker Truck Services - Block the scene from any oncoming hazards. These trucks are equipped with specialized equipment to keep first responders safe. Equipment should be equipped with large traffic indicator signs to make people aware of the hazard and usually have a fair amount of cones on them. The equipment should be able to absorb the impact of a speeding vehicle, and collapse in progressive stages, which reduces the impact forces on the striking vehicle occupants.	250.00

24 Hour Wrecker Service **Lancaster, TX**
20
$25.00
90.00
50.00
22.85
22.85
50.00
1.00
0.0825
50.00


0.00
0.00
175.00
100.00
39.99
100.00

J and S Towing and Recovery **Duncanville, TX - Option B**		
10% Citzen Discount - If a invidual shows us an ID with a Duncanville Address we will give		
Response Time Commitment	Initial Tow	20 Minutes
Light Duty Basic Tow Charge	Each	$50.00
Medium Duty Basic Tow Charge	Each	$100.00
Heavy Duty Basic Tow Charge	Each	$150.00
Light Duty Storage (Per TDLR Requirment)	25ft or less	$22.85
Heavy Duty Storage (Per TDLR Requirment)	Over 25ft	$39.99
Notification Fee	Each Impound	$50.00
Impound Fee	Each Impound	$22.85
Sales Tax	Each	$0.08
City Equipment Within City Limits	Each	$0.00
Admin Fee	Each Impound	$25.00
Additional Fees when applicable (Light Duty)		
Outside City Limit Tow	Each occurrence + mileage	$25 fee + $4 per loaded mile
Incident Management	Per Hour	$20
Callout Fee	Each	$30
Winching	Each	$20
Labor	Hourly per person	$20
Cleanup Fee	Per hour	$30
Oil Absorbent	Each (per bag)	$50
Fuel Surcharge	Each	$20
Offroad Recovery	Hourly	$20
Lockout Fee Inside City Limits	Each	$50.00
Additional Fees when applicable (Medium Duty)		
Outside City Limit Tow	Each occurrence + mileage	$30 fee + $5 per loaded mile
Incident Management	Per Hour	$20
Callout Fee	Each	$50
Winching	Each	$30
Labor	Hourly per person	$30
Cleanup Fee	Per hour	$50
Oil Absorbent	Each (per bag)	$50
Fuel Surcharge	Each	$30
Offroad Recovery	Hourly	$30
Driveline removal	Each	$75

Additional Fees when applicable (Heavy Duty)		
Outside City Limit Tow	Each occurrence + mileage	$50 fee + $6 per loaded mile
Incident Management	Per Hour	$80
Callout Fee	Each	$125
Winching	Each	$50
Labor	Hourly per person	$50
Cleanup Fee	Per hour	$50
Oil Absorbent	Each (per bag)	$50
Fuel Surcharge	Each	$50
Offroad Recovery	Hourly	$50
Driveline removal	Each	$75
Supervisor on scene	Hourly	$150
Additional Fees when applicable (Specialty Equipment)		
Rotator 50 ton	Hourly	$450
Rotator 75 ton	Hourly	$650
IM Response Unit	Hourly	$350
Air Cushion Recovery	Hourly	$1,250
Skid Steer	Hourly	$275
Mini Excavator (20k lbs)	Hourly	$350
Wheel Loader	Hourly	$400
Excavator (40k lbs)	Hourly	$400
RGN/Landoll	Hourly	$350
Forklift 5k	Hourly	$200
Forklift 10k	Hourly	$250
Forklift 15k	Hourly	$300
Roadway sweeper	Hourly	$175
Offroad winching unit	Hourly	$300
TMA Blocker Services (Per TXDOT TMA Requirements)		
Initial Callout	1st Hour	$250
Additional Time	Per half hour	$100

	J and S Towing and Recovery Duncanville, TX
Light Wrecker Tow Charge – includes waiting time and clean-up time up to 30 minutes on scene, the use of a rollback, street/roadway clean-up, and the use of dollies. Chr towing from the scene of a wreck to a delivery point other than the Wrecker Services Pound within the City limits of Duncanville shall be the same as charges for delivery to the Storage lot. No transfer fee is authorized or allowed. This fee shall include light-duty vehicles, trucks, motorcycles, and utility trailers.	150.00
Additional Labor Charge for Street/Roadway/Rollover/Clean-up Time—After the first 30 minutes included with the Light Wrecker Tow Charge, additional time will be charged in 30-minute increments with unlimited manpower. This charge applies to off-road recovery and to upright a vehicle rollover.	50.00
Light Duty Storage–Per–Day Fee: This fee will be charged in twenty-four (24) hour increments from the time the vehicle is impounded.	22.85
Impound Fee – This fee includes the paperwork fee for each individual tow for all vehicle types.	22.85
Notification Fee—This fee applies to each vehicle that was not released from the Storage Lot and needs certified letters mailed before sale at auction for all vehicle types.	50.00

Outside City Limits Fee – This charge applies to all vehicles that need to be towed from the city limits to another location. The charge is based on the per mile from the city limits to the ultimate destination.	4.00
Sales Tax – this sales tax is accessed on the total invoice for the ***privately owned vehicles***	0.0825
Fee for Non-Emergency Unlock Service—A flat fee is charged for assistance in unlocking a vehicle in the city limits of Duncanville.	50.00
Fee for City Vehicle Tire Changes – A flat fee per call is charged for all tire changes for City vehicles.	0.00
Fee for City Vehicle/Equipment Tows within City limits	0.00
Heavy Duty Wrecker Charge—Incidents requiring a heavy-duty wrecker shall be charged on an hourly basis from the time dispatched to the time delivered to the Storage facility. The service will include street/roadway cleanup within the first hour, use of dollies, recovery, and winching. This service shall be paid at a rate of a minimum of one hour.	225.00
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24 Hour Wrecker Service Lancaster, TX
90.00
50.00
22.85
22.85
50.00

1.00
0.0825
50.00
0.00
0.00
175.00
100.00
39.99

ORDINANCE NO. 2475

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 2 "ADMINISTRATION", BY ADDING ARTICLE V "PROCUREMENT"; PROVIDING A PENALTY CLAUSE; SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas (the "City") desires to formally constitute procurement function in the Code of Ordinances; and

WHEREAS, state law provides that local preference to award a bid to a qualified entities that have a principal place of businesses located in the municipality; and

WHEREAS, the City Council of the City has determined that amending said sections of the Code of Ordinances promotes local economy, provides local jobs and increases tax revenues of the City and its residents.

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

SECTION 1. That the City Council of the City of Duncanville, Texas hereby approves and amends the Code of Ordinances, Chapter 2 "Administration", by adding Article V "Procurement" to hereinafter read as follows:

"CHAPTER 2 - ADMINISTRATION

ARTICLE I. – IN GENERAL

. . . . .

ARTICLE V. – PROCUREMENT

Sec. 2-90. The City shall have a procurement department for the purpose of purchase and requisition of goods, service and other property in accordance with state law.

Sec. 2-91. Consideration of location of bidder's principal place of business awarding competitive bids and/or procurement.

(a) This section applies only to a competitive bid under Section 271.001 et seq, Tex. Loc.Gov. Code to purchase real property or personal property that is not affixed to real property.

(b) In purchasing under this section any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for construction services in an amount of less than $100,000 or a contract for other purchases in an amount of less than $500,000 with:

(1) the lowest bidder; or

(2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.

(c) This section does not prohibit a municipality from rejecting all bids.

(d) This section does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153."

SECTION 2. *Penalty.* Any person who violates any provision of this Ordinance shall be guilty of an offense and be punished by a fine not to exceed Two Thousand Dollars ($2,000). Each and every day such violation is continued shall be deemed to constitute a separate offense.

SECTION 3. *Severability.* If any section, article, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereto any persons or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. *Conflict of Ordinances*. That all provisions of the Ordinances of the City of Duncanville, Texas, conflicting with the provisions of this Ordinance be, and the same are hereby amended, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. *Savings Clause.* All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances affecting dangerous and substandard buildings within the City which are pending or have accrued at the time of the effective date of

this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 6. This Ordinance shall become effective from and after its date of passage in accordance with the law.

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 18 day of April, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Juanita Willman, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

CITY OF DUNCANVILLE TEXAS

LOCAL GOVERNMENT CODE

TITLE 8. ACQUISITION, SALE, OR LEASE OF PROPERTY

SUBTITLE C. ACQUISITION, SALE, OR LEASE PROVISIONS APPLYING TO MORE THAN ONE TYPE OF LOCAL GOVERNMENT

CHAPTER 271. PURCHASING AND CONTRACTING AUTHORITY OF MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER LOCAL GOVERNMENTS

SUBCHAPTER A. PUBLIC PROPERTY FINANCE ACT

Sec. 271.9051. CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS IN CERTAIN MUNICIPALITIES. (a) This section applies only to a municipality that is authorized under this title to purchase real property or personal property that is not affixed to real property.

(b) In purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for construction services in an amount of less than $100,000 or a contract for other purchases in an amount of less than $500,000 with:

(1) the lowest bidder; or

(2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.

(c) This section does not prohibit a municipality from rejecting all bids.

(d) This section does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153.

SERVICES AGREEMENT
CONTRACT NUMBER 25-0002 - A
(Towing and Impoundment Services – J and S Towing and Recovery)

This **SERVICES AGREEMENT** ("Agreement") is made and entered into by and between **J and S Towing and Recovery, Inc.,** hereinafter referred to as "CONTRACTOR," which is legally authorized to do business in the State of Texas, and the **City of Duncanville** ("CITY"), a Texas home rule municipal corporation, hereinafter referred to as "CITY," to be effective upon approval of the Duncanville City Council and subsequent execution of this Contract by the Duncanville City Manager or his duly authorized designee.

RECITALS

WHEREAS the CITY desires CONTRACTOR to perform specific work and services outlined in Section 1, Scope of Services, and **Exhibit A, Scope of Services, Deliverables, and Schedule,** of this contract; and

WHEREAS, the CONTRACTOR has expressed a willingness to perform said work and services, hereinafter referred to only as "services," specified in said Scope of Services and enumerated under Section 1 and **Exhibit A** of this contract; and

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, the CITY and the CONTRACTOR agree as follows:

Section 1. Services to be Provided
Upon issuance of a written Notice to Proceed by CITY, CONTRACTOR agrees to provide to CITY the necessary services, goods, and deliverables, as outlined in the "Scope of Services, Deliverables, and Schedule," "Scope," **Exhibit A** and incorporated herein. Exhibit A also includes the Schedule of Standard Fees.
SCHEDULE: The proposed services shall begin upon the date as mutually agreed to by the **City and Contractor**. The deliverables and schedule are included as **Exhibit A** and made a part hereto.

Section 2. Term of Contract
The term of this contract shall begin on the last date of execution hereof (the "Effective Date") and shall continue for a one (1) year period, with the option to extend the agreement for an additional four (4) one-year terms. The term(s) shall **automatically** be extended unless the agreement is terminated by either Party in accordance with Section 9 of this Agreement, as detailed in this Contract.

Section 3. Contractor Obligations
A. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Contract, as described in the Scope of Services, attached, and incorporated herein as **Exhibit A.** Should CITY require additional services not included under this Contract, the CONTRACTOR shall

make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by CITY, and without decreasing the effectiveness of the performance of services required under this Contract.

B. To the extent reasonably necessary for CONTRACTOR to perform the services under this Contract, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Contract with the prior written approval of CITY. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by CITY.

C. CONTRACTOR shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation, services, and management necessary to perform all work outlined in the Scope of Services, including the agreed-upon schedule.

Section 4. Invoices

A. The CONTRACTOR shall submit monthly invoices for work completed. Invoices shall be emailed to the City's Accounts Payable Department at accountspayable@duncanville.com, and a proforma copy will be sent 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 credit card or electronic funds transfer. The CONTRACTOR agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.

B. Proper invoices must include a unique invoice number, the purchase order or delivery order number, the master agreement number, if applicable, the department's name, and the name of the department's point of contact. Invoices shall be itemized. The CONTRACTOR's name, remittance address, and, if applicable, the tax identification number on the invoice must 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 the CONTRACTOR's invoice.

C. Invoices for labor performed outside the scope 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 rates and deliverables 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 worked.

D. Unless otherwise expressly authorized in the Contract, the CONTRACTOR shall pass through all Subcontractors and other authorized expenses at actual cost without markup.

E. 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.

Section 5. Payment

The total CONTRACTOR fee shall be specified in **Exhibit A** and **Section 5.** The total amount of the invoices on the project shall not exceed the contract amount of **Three-Hundred Thousand, and no dollars and no cents ($300,000.00)** for all services authorized in writing and adequately performed by CONTRACTOR by the Payment Schedule outlined in this Section unless amended in writing by the City. All fees paid to the CONTRACTOR by the CITY shall be based on invoices submitted by the CONTRACTOR for work performed and approved by the CITY. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds (EFT). The CONTRACTOR agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.
CITY agrees to pay:

This agreement is an Indefinite Quantity Indefinite Delivery (IDIQ), and all orders may be issued with an authorized City of Duncanville Purchase Order as a release to the Master Agreement. Absolutely no orders are guaranteed as a result of the award. All payments shall be approved only after receipt and acceptance of the deliverables, and all Payments shall be in accordance with the pricing established in Exhibit A.

The CITY may withhold or set off the entire payment or part of any payment otherwise due the CONTRACTOR to such extent as may be necessary on account of:

a. third-party claims not covered by the insurance the CONTRACTOR must pay provided the City receives notification of a valid claim or reasonable evidence indicating probable filing of such claims.
b. failure of the CONTRACTOR to pay Subcontractors 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 the CONTRACTOR;
c. reasonable evidence that the CONTRACTOR'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;
failure of the CONTRACTOR to submit proper invoices with all required attachments and supporting documentation or
d. failure of the CONTRACTOR to comply with any material provision of the Agreement or satisfactorily perform the project.
e. any sums owed to the CITY for any reason, including delinquent taxes.

Payments shall be made within 30 days of receipt of the invoice by the 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.

Section 6. Responsibilities

A. THE CONTRACTOR shall be responsible for the quality of goods and services furnished by CONTRACTOR under this Contract. CONTRACTOR shall complete the work with the skill and care ordinarily provided by similarly situated contractors in the same or similar locality and under the same or similar circumstances and license, as applicable. The CONTRACTOR shall, without additional compensation, correct or revise any service errors or deficiencies.

B. Neither CITY's review, approval, or acceptance of, nor payment for any of the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract. CONTRACTOR shall be and remain liable to CITY by applicable law for all damages to CITY caused by CONTRACTOR's negligent performance of any of the services furnished under this Contract.

C. The rights and remedies of CITY under this Contract are as provided by law and allowed by this contract.

Section 7. Time for Performance

A. CONTRACTOR shall perform all services as provided under this Contract properly, efficiently, and timely per CITY's requirements. As time is of the essence of this Contract, such services shall be completed in a timely manner after receiving a Notification to Proceed from CITY to CONTRACTOR.

B. In the event CONTRACTOR's performance of this Contract is delayed or interfered with by acts of the CITY or others, CONTRACTOR may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause, whatever shall be claimed or made to CONTRACTOR, unless CONTRACTOR shall have made written request upon CITY for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless CITY and CONTRACTOR have agreed in writing upon the allowance of additional time to be made.

Section 8. Documents

A. All surveys, studies, proposals, applications, drawings, plans, specifications, and other documents, including those in electronic form, prepared by CONTRACTOR and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents")

are intended for the use and benefit of CITY. CONTRACTOR and its consultants, subcontractors, agent(s), representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, CITY shall own, have, keep, and retain all rights, title, and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the CONTRACTOR) in and to all Project Documents, whether in draft form or final form, which are produced at CITY's request and in furtherance of this Agreement.

B. CITY shall have the right to publish, disclose, distribute, and otherwise use such deliverables, materials, and reports for those purposes for which they were intended. CITY shall have full authority to authorize CONTRACTOR(s), subcontractors, sub-subcontractors, CITY consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by CONTRACTOR in connection with this Agreement are "works for hire" and shall be the property of CITY. CITY shall have the right to publish, disclose, distribute, and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended. CONTRACTOR shall, upon completion of the services and full payment for the CONTRACTOR'S services by the CITY, or earlier termination and appropriate compensation as provided by this Agreement, provide CITY with reproductions of all materials, reports, and exhibits prepared by ENGINEER pursuant to this Agreement in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the CITY.

C. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data, or work items, etc.) prepared under this Agreement shall be submitted for approval by CITY. All instruments of service shall be sealed as may be applicable or required by law or by the CITY.

D. Acceptance and approval of the Project Documents by CITY shall not constitute nor be deemed a release of the responsibility and liability of CONTRACTOR, its employees, associates, agents, and CONTRACTORs for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings and specifications, or other documents prepared by CONTRACTOR, its employees, CONTRACTOR, agents and CONTRACTORs.

Section 9. Termination

CITY may suspend or terminate this Contract for cause or without cause at any time by giving written notice to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services, and CONTRACTOR will immediately terminate placing orders or entering into contracts for assistance, supplies, facilities, or material in connection with this contract and shall proceed to cancel all existing contracts promptly insofar as they are related to this contract. In the event suspension or termination is without cause, payment to CONTRACTOR, in accordance with the terms of this Contract, will be made on the basis of goods or services reasonably determined by CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon all goods or services being delivered to the CITY. Should the CITY require a modification of this Contract with the CONTRACTOR, in the event CITY and CONTRACTOR fail to agree upon a modification to this Contract, CITY shall have the option of terminating this Contract and CONTRACTOR's services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this Contract, for the goods or services reasonably determined by CITY to be properly performed by CONTRACTOR before such termination date.

Section 10. Insurance

A. CONTRACTOR shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of CONTRACTOR's employees, as required by law. CONTRACTOR 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 CONTRACTOR and CITY against liability from damages because of injuries, including death, suffered by any person or persons other than employees of CONTRACTOR, and liability for damages to property, arising from or growing out of CONTRACTOR's operations in connection with the performance of this Contract.

B. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than One Million Dollars ($1,000,000.00) for one (1) person and not less than One Million Dollars for any (1) occurrence. Insurance covering damages to property shall be in the sum of not less than One Million Dollars ($1,000,000.00) for any (1) occurrence and One Million Dollars ($1,000,000.00) aggregate.

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

And shall further indicate that each and every policy for liability insurance coverage as required herein includes a "Contractual Liability Coverage" endorsement covering the Contract under Section 10, hereof. Such Certificate of Insurance shall provide for thirty (30) days written notice to CITY prior to the cancellation or modification of any insurance referred to therein. On every renewal date of the required insurance policies, the CONTRACTOR shall issue a certificate of insurance and policy endorsements evidencing the required insurance herein and deliver them to the CITY. In addition, the CONTRACTOR shall, within ten (10) business days after written request, provide the CITY with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the CITY is a condition precedent to the payment of any amounts due to the CONTRACTOR by the CITY. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

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 and non-contributory to any other insurance coverage and/or self-insurance maintained by the CITY.

Section 11. Indemnification for Injury and Performance

CONTRACTOR hereby agrees to protect, defend, indemnify, and hold harmless the CITY, its officers, agents, servants, and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against 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 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 negligent act, error, omission or neglect of CONTRACTOR, its officers, employees, servants, agents or subcontractor's, or anyone else under CONTRACTOR's direction and control, and arising out of, occurring in connection with, resulting from or caused by the negligent performance or failure of performance of any work or services called for by this Contract, or from conditions created by the 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, the CONTRACTOR 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.

The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by CONTRACTOR under this agreement. This provision shall survive the termination of this agreement.

Section 12. Indemnification for Unemployment Compensation

CONTRACTOR agrees that it is an independent CONTRACTOR and not an

agent of the CITY and that CONTRACTOR is subject, as an employer, to all applicable Unemployment Compensation Statutes so as to relieve CITY of any responsibility or liability from treating CONTRACTOR's employees as employees of CITY for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. CONTRACTOR further agrees to indemnify and hold CITY harmless and reimburse it for any expenses or liability incurred under said Statutes in connection with employees of CONTRACTOR.

Section 13. Indemnification for Performance

CONTRACTOR shall defend and indemnify CITY against and hold CITY and the premises harmless from any and all claims, suits, or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation, and management costs incurred by CONTRACTOR in performing this Contract.

Section 14. Assignment-Delegation

The Contract shall be binding upon and ensure to the benefit of the CITY and the CONTRACTOR and their respective successors and assigns, provided, however, that no right or interest in the Contract shall be assigned and the CONTRACTOR shall delegate no obligation without the prior written consent of the CITY. Any attempted assignment or delegation by the CONTRACTOR shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm, or entity not a party hereto; it being the intention of the parties that there are no third-party beneficiaries to the Contract.

The Vendor shall notify the CITY's Chief Procurement Officer, in writing, of a company name, ownership, or address change for the purpose of maintaining updated CITY records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, a copy of the board of directors' resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

Section 15. Jurisdiction, Venue, Applicable Laws

The Contract 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 Contract. The laws of the State of Texas shall govern this Contract, and the venue for any action concerning this Contract 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.

Section 16. Interpretation

The parties intend the Contract to be a final, complete, and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the parties' intent that all provisions be construed to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

Section 17. Dispute Resolution

If a dispute arises from or relates to the Contract or the breach thereof, the parties agree to negotiate before prosecuting a suit for damages. However, this section does not prohibit filing 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.

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 the CONTRACTOR 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 the CONTRACTOR 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.

Section 18. Default

In the event CONTRACTOR fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the failure to commence the work, failure to diligently provide services in the quality or character of the service, failure to provide services in an efficient, timely, and careful manner, failure to provide or use an adequate number or quality of personnel to complete the work, failure to provide adequate equipment, or fail to perform any of the CONTRACTOR obligations under this contract, and the failure is not corrected within ten (10) days after written notice by CITY to CONTRACTOR, CITY may, at its sole discretion without prejudice to any other right or remedy:

A. Immediately terminate this contract and complete the work in any manner CITY deems acceptable, including engaging the services of other contractors, and shall be relieved of the payment of any further consideration to CONTRACTOR except for all work determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of CONTRACTOR to and from meetings called by CITY at which CONTRACTOR is required to attend, but shall not include any loss of profit of CONTRACTOR. In the event of such termination, CITY may proceed to complete the services in any manner deemed proper by CITY, either by the use of its own forces or by resubletting to others.

B. CITY may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of CONTRACTOR.

C. Any such act by the CITY shall not be deemed a waiver of any other right or remedy of the CITY.

Section 19. Adjustments in Services

No claims for extra services, additional services, modifications, or changes in the services will be made by CONTRACTOR without a written agreement with CITY prior to the performance of such services. The Contract can be modified or amended only in writing as signed by both parties. No pre-printed or similar terms on any the CONTRACTOR invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

Section 20. Execution becomes Effective

This Contract will be effective upon execution of the Contract by and between CONTRACTOR and CITY.

Section 21. Contract Amendments

This Contract contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Contract which have not been incorporated herein. This Contract may only be modified, amended,

supplemented, or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 22. Invalidity and Severability

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 23. Independent CONTRACTOR

It is understood and agreed by and between the parties that CONTRACTOR in satisfying the conditions of this Contract, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with CONTRACTOR's actions. All services to be performed by CONTRACTOR pursuant to this Contract shall be in the capacity of an independent CONTRACTOR, and not as an agent or employee of CITY. CONTRACTOR shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Contract. There is no intended third-party beneficiary to this Contract.

Section 24. Notice

Any notice required or permitted to be delivered hereunder may be sent by first class email, overnight, and courier to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to CITY:
City of Duncanville
Attn: Chief Procurement Officer
PO Box 380280
Duncanville, TX 75138
(972) 780-5850
purchasing@duncanvilletx.gov

If to CONTRACTOR:
J and S Towing and Recovery
1315 North Main Street
Duncanville, Texas 75116
214-533-5543
management@hbltowing.com

Section 25. Business Prohibitions and Requirements

1. **Prohibition on Contracts with Companies Boycott of Israel**
   By executing this contract, CONTRACTOR 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.

2. **Transactions with an Abortion Provider or Affiliate**
CONTRACTOR 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 Contractor, 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.

3. **Prohibition against doing business with Foreign Terrorist Organizations**
By executing this contract, CONTRACTOR 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.

4. **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.

5. **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.

6. **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 the CONTRACTOR 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 the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. CONTRACTOR 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.

Section 26. 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. CONTRACTOR 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 the CONTRACTOR 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.

Section 27. Revisions of Scope of Work and Workplan

In response to changes in needs of the project, CITY reserves the right to direct substantial revision to the scope of work initially agreed, including changes to the drawings, specifications, or other project documents after due approval by CITY, as CITY may deem necessary. In such event, CITY shall pay CONTRACTOR its regular compensation for services rendered in making such revisions, provided such

compensation is customarily reasonable. When CONTRACTOR is directed to make substantial revisions under this section of the contract, CONTRACTOR shall provide to CITY a written proposal for the entire costs involved and the completion time involved in providing the revisions. CITY shall not knowingly require any revision that is illegal or that violates the ethics of CONTRACTOR. Prior to CONTRACTOR undertaking any substantial revision as directed by CITY, CITY must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

Section 28. Right to Inspect/Audit Records

CONTRACTOR 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 CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that CITY shall have access during normal working hours to all necessary CONTRACTOR 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 CONTRACTOR reasonable advance notice of intended audits no less than 3 business days. CONTRACTOR 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.

The CONTRACTOR shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The CONTRACTOR shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The CONTRACTOR shall grant access to all books, records, and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Section 29. Successors and Assigns

CITY and CONTRACTOR each bind itself and its successors, executors, administrators and assigns to the other party of this contract and to the successor, executors, administrators and assigns of such other party in respect to all covenants of this contract. Neither CITY nor CONTRACTOR shall assign or transfer its interest herein without the prior written consent of the other.

Section 30. Disclosure of No Conflicts of Interest (Exhibit B)

By signing this contract, CONTRACTOR acknowledges to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed project and business relationships with abutting property owners. CONTRACTOR further agrees that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this contract and prior to final payment under the contract.

Section 31. Workforce

A. The CONTRACTOR shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The CONTRACTOR, its employees, subcontractors, and subcontractor's employees may not engage in, participate or respond to a solicitation. While in the course and scope of delivering goods or services under a City of Duncanville contract or on the CITY's property, a Contractor shall not:

1. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
2. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the CITY or the CITY's representative notifies the CONTRACTOR that any worker is incompetent, disorderly, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the CONTRACTOR shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the CITY's prior written consent.

Section 32. Compliance with Health, Safety, and Environmental Regulations.

The CONTRACTOR, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the services, including but not limited to those promulgated by the CITY and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The CONTRACTOR shall indemnify and hold the CITY harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of the CONTRACTOR's obligations under this paragraph.

Environmental Protection: The CONTRACTOR shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq*.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq*.).

Section 33. Immigration Control and Employment Verification

Employment eligibility verification: The Immigration 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 1-9. The CONTRACTOR warrants that CONTRACTOR is in compliance with IRCA during the term of this contract with the CITY. The CONTRACTOR warrants that the CONTRACTOR has included or will include a similar provision in all written contracts with any Subcontractor(s) engaged to perform services under this Contract.

Section 34. Non-Discrimination and Equal Employment Opportunity

CONTRACTOR shall not discriminate against anyemployee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training, including apprenticeship.

Section 35. Non-Suspension or Debarment Certification.

The CITY is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Duncanville Contracts. By accepting a Contract with the CITY, the CONTRACTOR certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Duncanville.

CONTRACTOR certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of Treasury, Office of Foreign Assets Control.

Section 36. Public Information Act.

Information, documentation, and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with the provisions of Section 2252.907 of the Texas Government Code, the CONTRACTOR is required to make any information created or exchanged with the CITY pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional cost to the CITY.

Section 37. Counterparts.

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

Section 38. Exhibits
The Exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 39. Survival of Obligations
Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Contract shall survive termination.

Section 40. Place and Condition of Work
The CITY shall provide the CONTRACTOR with access to the sites where the CONTRACTOR may perform the services in a timely and efficient manner, and in accordance with and subject to the applicable security laws, rules, and regulations. The CONTRACTOR acknowledges that it has satisfied itself as to the nature of the CITY's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor, and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the CONTRACTOR's obligations under the contract. The CONTRACTOR hereby releases and holds the CITY harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from the expected conditions.

The CONTRACTOR shall, at all times, exercise reasonable precautions for the safety of their employees, CITY Staff, participants, and others on or near the CITY's facilities.

Section 41. Headings
The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

Section 42. Buy American Act and Domestic Preference
As appropriate, and to the extent consistent with law, the CONTRACTO shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

The following federally funded requirements are applicable in accordance with the Buy-American Act.
A. Definitions. As used in this paragraph:
i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -
(1) For components purchased by the CONTRACTOR, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the CONTRACTOR, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
iii. "Domestic end product" means-
(1) An unmanufactured end product mined or produced in the United States; or
(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
v. "Foreign end product" means an end product other than a domestic end product.
vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
C. The CITY does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
D. The CONTRACTOR shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

Section 43. **Compliance with all State, Federal, and Local Laws**
The CONTRACTOR shall comply with all State, Federal (including Executive Orders), and Local laws, and requirements. The CONTRACTOR must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The CONTRACTOR shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

Section 44. **Federal. State. And local requirements**
CONTRACTOR shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978,

dealing with issuance of Form W-2's to common law employees. CONTRACTOR is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. CONTRACTOR shall ensure compliance with all federal and State tax laws and withholding requirements. The CITY of Duncanville shall not be liable to CONTRACTOR or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. CONTRACTOR shall indemnify the CITY of Duncanville and shall pay all costs, penalties, or losses resulting from CONTRACTOR's omission or breach of this Section.

Section 45. Drug-Free Workplace

The CONTRACTOR shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the CONTRACTOR shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

Section 46. Contractor Liability for Damage to Government Property

The CONTRACTOR shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the CONTRACTOR and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The CONTRACTOR shall notify the CITY of Duncanville Chief Procurement Officer in writing of any such damage within one (1) calendar day.

Section 47. Force Majeure

The CITY of Duncanville, any Customer, and the CONTRACTOR shall not be responsible for performance under the Contract 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, the CONTRACTOR will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and the CONTRACTOR continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The CONTRACTOR shall immediately 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.

Section 48. 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.

Section 49. **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.

Section 50. **Confidentiality**

In order to provide the deliverables to the CITY, CONTRACTOR may require access to certain of the CITY's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the CITY or its licensors consider confidential) (collectively, "Confidential Information"). CONTRACTOR acknowledges and agrees that the Confidential Information is the valuable property of the CITY and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the CITY and/or its licensors. The CONTRACTOR (including its employees, subcontractor's, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the CITY or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the CONTRACTOR promptly notifies the CITY before disclosing such information so as to permit the CITY reasonable time to seek an appropriate protective order. The CONTRACTOR agrees to use protective measures no less stringent than the CONTRACTOR uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

Section 51. **Non-Publicity**

City of Duncanville and Consultant agree not to disclose the existence or contents of this Agreement 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 Agreement.

Section 52. **No Warranty by City Against Infringements**

The CONTRACTOR represents and warrants to the CITY that: (i) the CONTRACTOR shall provide the CITY good and indefeasible title to the deliverables and (ii) the deliverables supplied by the CONTRACTOR in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the CONTRACTOR does not know of any valid basis for any such claims. The CONTRACTOR shall, at its sole expense, defend, indemnify, and hold the CITY harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the CITY's exercise anywhere in the world of the rights associated with the CITY's' ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the CONTRACTOR's breach of any of CONTRACTOR's representations or warranties stated in this Contract. In the event of any such claim, the CITY shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the CITY's behalf. Further, CONTRACTOR agrees that the CITY's specifications regarding the deliverables shall in no way diminish CONTRACTOR's warranties or obligations under this paragraph and the CITY makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of CONTRACTOR.

Section 53. Warranty-Services

The Contractor warrants and represents that all services to be provided the City of Duncanville under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Agreement, and all applicable Federal, State, and local laws, rules, or regulations.

A. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Agreement, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City of Duncanville. All costs incidental to such additional performance shall be borne by the Contractor. The City of Duncanville shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City of Duncanville's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City of Duncanville, then in addition to any other available remedy, the City of Duncanville may reduce the amount (or number) of services it may be required to purchase under the Agreement from the Contractor and purchase conforming services from other sources. In such event, the Contractor shall pay to the City of Duncanville upon demand the increased cost, if any, incurred by the

City of Duncanville to procure such services from another source.

Section 54. Byrd Anti-Lobbying Act Requirements

The CONTRACTOR hereby certifies, for contracts exceeding $100,000, that no federal appropriated funds from this contractual agreement shall not 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-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Section 55. 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, the CONTRACTOR 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).

Section 56. Solid Waste Disposal Act

In the performance of this contract, the CONTRACTOR 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. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Section 57. Claims

If any claim, demand, suit, or other action is asserted against the CONTRACTOR which arises under or concerns the Contract, or which could have a material adverse effect on the CONTRACTOR's ability to perform thereunder, the CONTRACTOR shall give written notice thereof to the CITY within ten (10) calendar days after receipt of notice by the CONTRACTOR. 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.

Section 58. Compliance with the Copeland Anti-Kickback Act

Contractor. The contractor 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.

Section 59. Prohibition on Contracting for Covered Telecommunications Equipment or Services

The CONTRACTOR 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, the CONTRACTOR shall be required to complete and submit Federal Form NDAA-899.

Section 61. SAM.gov Registration

CONTRACTOR 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. (**Exhibit F**)

Section 62. Historically Underutilized Business Requirements

If the awarded Contractor 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.**

Section 63. **Pass Down Language Requirement**

Provided the CONTRACTOR utilizes any subcontractors in performance of this agreement, the CONTRACTOR shall require the subcontractor to adhere and comply with the terms and conditions of this Contract, by incorporating such into a written agreement between the CONTRACTOR and the subcontractor.

Section 64. **Entire Contract**

This contract embodies the complete contract of the parties hereto, superseding all oral or written previous and contemporary contracts between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written contract of the parties.

Conflicts of Language: Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

1. Final negotiated contract
2. RFP/Bid documents
3. CITY's standard terms and conditions
4. Purchase order
5. Proposal documents and CONTRACTOR terms and conditions

(Signature follows this page)

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH A PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

This Agreement may be executed in multiple counterparts, including by fax or email, each an original, but all considered part of one Agreement. The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed original for all legal purposes. IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

CITY OF DUNCANVILLE, TEXAS	**J and S Towing and Recover, INC.**
_____	_____
Signature	Authorized Signature
Doug Finch	_____
Printed Name	Printed Name
City Manager	_____
Title	Title
972-780-5058	_____
Title	Phone Number
purchasing@duncanvilletx.gov	_____
Title	Email Address
	_____
	TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

Exhibit A – Scope of Services, Deliverables, and Schedule

This contract shall provide for towing and impound services for the City of Duncanville Fleet Management and Police Departments.

The services will include towing and impoundment services per the laws and provisions of Texas. The successful respondent shall be responsible for all wrecker operators to answer any call made by authorized City of Duncanville staff on a twenty-four (24) hour basis, seven (7) days a week. Calls shall be responded to within twenty (20) minutes on a consistent basis. The awarded contractor shall provide a single telephone number for calls to be made from the City, that is free of charge - Phone Number#_____.

The awarded contractor shall hold all items, materials, equipment, and vehicles towed at a location approved by the City of Duncanville. The storage location must be within a maximum of ten (10) miles radius of the Duncanville city limits and most preferably within the city limits of Duncanville, Texas.

SCOPE OF SERVICES:

(1) Contractor shall provide **twenty-four (24) hour service, including Sundays and holidays**. The contractor will have the minimum equipment required to maintain a **twenty (20) minute response time** for the towing services, which obligates the Contractor to always render the required services to the Duncanville Police Department and Fleet Management Department during any twenty-four (24) hour period.

(2) Contractor shall secure public liability, property damage insurance, and workers compensation in which the City of Duncanville shall be named as an additional insured with Contractor. Such insurance policies shall be maintained in full force and effect during all terms of the contract. Said insurance shall protect the City against any and all liability for death, injury, loss or damage against which Contractor has elsewhere in the contract undertaken to indemnify City. Such policies shall not have less than the following limits:

(2.1) Worker's Compensation
(a) Statutory Limits:
(b) Employers' Liability – Worker's compensation as required by Texas law with the policy endorsed to provide a waiver of subrogation as to the city, employer's liability insurance of not less than $100,000 for each accident.

(2.2) Alternatively, a State of Texas Certificate of Self-Insurance may be furnished in lieu of a certificate evidencing Worker's Compensation Insurance. Employers who have rejected the Act, and have not been certified as self-insured employers, may not be eligible for a contract award.

(2.3) General Liability Combined bodily injury - $1,000,000 per occurrence and property damage with a $2,000,000 maximum.

(2.4) Auto Liability
(a) Bodily injury - $500,000
(b) Property damage - $300,000 or combined single limits. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with minimum limits of $300,000, combined single limit each occurrence, for property damage, such insurance to include coverage for loading and unloading hazards.

The City reserves the right to review the insurance requirements of this section during the effective period of the contract end to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor. A certificate from the insurance carrier of Contractor shall be delivered to the Chief Police of the City of Duncanville annually showing coverage and the City named as additional insured within fifteen (15) days after execution and acceptance of this contract by Contractor. The amount of such insurance shall not be deemed a limitation of the Contractor's agreement to indemnify the City. Copies of all such policies shall be deposited with the City. Said policy shall cover vehicles of other wrecker operators or subcontractors whose equipment may be used by the Contractor.

(3) The Contractor will furnish one telephone number to be maintained and answered **twenty-four (24) hours a day, 7 days a week, including holidays**, and sufficient personnel to perform the Contractor's obligations, which includes a **twenty (20) minute** response time.

(4) The contractor must furnish an updated list of drivers to the City of Duncanville; the Contractor hereby authorizes the Duncanville Police Department to conduct background investigations, including a driver history and criminal history check, regarding the suitability of the successful Contractor to represent the City. The City requests information on each employee who will handle any impounds or police vehicles, and the City may further request employees to be fingerprinted. The Contractor agrees that any individual employee who declines to submit to that procedure will not be used as a wrecker driver on City/police calls and will not be used to release or have access to impounded or police vehicles. The Contractor shall provide to the City the above-required information before hiring a new employee and agrees that the Contractor will not utilize the applicant/employee for City/police wrecker calls or to release impounded vehicles until and unless authorized to do so by the City. The Contractor agrees that should the City request that a particular applicant/employee **not be assigned to duties** under the Service Agreement, that request will be strictly enforced.

The contractor, all employees, and subcontractors must have a driver's license in good standing, a valid commercial driver's license, no more than three (3) moving violations within one year, and no more than five (5) moving violations within three (3) years. Duncanville Police reserves the right to run driver's licenses of operators at any time. The contractor must establish a drug testing policy for towing operations in compliance with Section 2308.158 of the Texas Occupations Code.

(5) The Contractor must have equipment sufficient to meet a thirty (30) minute response time

for a request of multiple tows. The contractor must have minimum equipment that includes at least one (1) tilt bed, one (1) single rail motorcycle trailer or ability to tow a motorcycle without damage, and the ability to tow commercial vehicles with 100,000-pound gross vehicle weight. Wrecker vehicles will include emergency flashing amber lights in front and rear, and equipped with, but not limited to, dollies, motorcycle slings, flags, flares, tire tools, fire extinguishers, buckets of sand, brooms, shovels, and all other tools reasonably necessary to perform the towing services usually customarily performed by wreckers of such size.

(6) Contractor shall be responsible for removing any broken glass, debris, or junk from, on or along any street or other public place when conducting consent or non-consent tow.

(7) All wrecker trucks must have dual rear wheels and have at least one (1) ton load capacity. Wreckers must contain in clearly visible view from both sides of the wrecker, the name of the wrecker service, address, and business owner. Wreckers must also be able to provide two-way communications with the **Southwest Regional Communication Center**.

(8) The Contractor will complete all necessary and statutory required notifications and shall maintain all records of operation reflecting the services rendered subject to review by the City during regular business hours. The contractor will communicate with and handle all insurance company and vehicle owner queries of towed and stored vehicles. The City shall maintain accurate records of all vehicles impounded. The contractor must send notices in compliance with all laws by certified mail, to the owners and/or lien holders, as required, of said vehicle within five (5) days of receiving a vehicle.

(9) The contractor shall maintain a vehicle storage facility that is regulated, permitted, and inspected by the State of Texas as outlined in the Texas Transportation Code. The storage facility shall be located within ten (10) miles of City of Duncanville, Texas, boundary. The storage facility shall have space adequate for storage of a minimum of 100 vehicles, adequate lighting, security measures that are considered to be “industry standard,” and the ability to provide twenty-four-hour, seven (7) day per week vehicle releases with one (1) hour release upon notification.

(10) The Contractor will also supervise the opportunity for vehicle owners to remove items from their vehicles and for inspection by insurance agents and repair personnel. Upon request by Duncanville Police, the contractor shall move vehicles to designated areas within the Vehicle Storage Facility for inspection. The City staff, the Duncanville Chief of Police or his designee(s) of the Duncanville Police Department, without prior notification, may inspect the storage facility at any time.

(11) The Contractor shall tow and store vehicles in a safe and secure manner. No impounded vehicle shall be released without written authorization from the Duncanville Police Department. No storage fee will be computed on a vehicle with a “hold” placed on it. Storage fees may only be computed after the Duncanville Police has officially released the “hold”. The Contractor will note the Duncanville Police Department official’s name, identification number, date and time that the release of hold is issued.

(12) Upon receipt of a complaint through the City or the Duncanville Police Department, from any source concerning claimed damage to a towed or stored vehicle or its contents, the Contractor shall, upon request of the City, submit a written report to the City, in a format

required by the Duncanville Police Department. Such report shall be provided within twenty-four (24) hours after receipt of a request and show all facts pertinent to the claim or complaint presented.

(13) The Contractor shall provide towing service for all City vehicles at no charge within the city limits of Duncanville and at a reduced rate of 50% of the quoted standard towing fee that applies to towing from outside the City of Duncanville boundaries. The contractor will incur the cost of specialized equipment used to transport any heavy piece of equipment for heavy vehicles.

(14) The Contractor will remit to the City of Duncanville Police Department an administrative **one-time fee of $25.00 per impoundment**. All fees will be paid by the 10th day of each calendar month upon execution of the Services Agreement to:

City of Duncanville
ATTN: Chief Financial Officer
203 E Wheatland RD
Duncanville, Texas 75116

(15) Any vehicle impounded under the provisions of the Contract may be sold at public sale in accordance with applicable State and local law. The contractor shall be responsible for the preparation, publication, posting, mailing costs, and dispatch of all notices and advertisements required under Chapters 683, 684, and 685 of the Texas Transportation Code, as amended, chapter 2303 of the Texas Occupations Code, or any other applicable law, to be given or provided by the Duncanville Police Department or as operator of the City designated vehicle storage facility with respect to impoundment, storage, release, destruction, auction, sale and disposal of any junked vehicle, abandoned motor vehicle or other vehicle impounded at the direction of Duncanville Police Department.

All proceeds from the sale of impounded vehicles shall be submitted to the City. A report of all vehicles impounded and sold, destroyed, or disposed of shall be submitted to the City's Finance Department every quarter, accompanied by a check, or money order, from the proceeds of any sale or auction as allowed under the applicable Texas Government Codes. The awarded contractor shall be allowed to deduct storage fees; however, those fees shall not exceed 25% of the sale of each vehicle impounded. The City shall retain 75% of the sale or auction of all impounded vehicles.

(16) Should the Duncanville Police Department conduct a civil seizure of a vehicle, the Contractor will store the vehicle until all court procedures have been completed, and the subject vehicle will be released back to the Duncanville Police Department at no charge.

(17) The Contractor is solely responsible for the costs for tow calls that the Duncanville Police disregard. A request for a tow truck can be canceled at any time prior to arrival at the requested site. A request for tow service will not be disregarded once the tow truck has arrived at the scene, unless a private wrecker (which was privately called) arrives simultaneously at the scene. Wreckers that are disregarded once they arrive may charge the person responsible for the vehicle one half of the basic towing fee, except when a privately called wrecker service arrives simultaneously.

(18) Contractor is to provide references, as required in this solicitation and acknowledges that these references will be a factor in the selection of a Contractor by the City.

(19) The Contractor is responsible for always maintaining an "Active" status with TxDOT in both Vehicle Storage Facility and Commercial Carrier categories.

(20) The Contractor is a representative of the City of Duncanville and the Duncanville Police Department while interacting with citizens whose vehicles have been impounded by the Duncanville Police Department. The contractor and his/her representative will always conduct themselves in a professional and courteous manner while interacting with Duncanville Police Department customers and citizens. Contractor shall take all reasonable steps to afford a good faith effort in resolving disputes between Contractor and vehicle owners.

(21) Contractor shall prepare and maintain a current computerized inventory listing, in a form format to be furnished by the Duncanville Police Department, and furnish as to be submitted and mailed to the Duncanville Police Department weekly that shows the following:

(a) Date and time vehicle towed and impounded, indicating if a "hold" is or is not in place on vehicle. Date "hold" released and by whom indicated on the form.
(b) Make, model, and year of the vehicle.
(c) License number (verified by Contractor).
(d) Vehicle identification number (verified by Contractor).
(e) General description of the vehicle and its condition upon being brought in with adequate notes as to any major defects and/or damage. (Applies only to the first time listed).
(f) An inventory of all loose personal property or articles in the vehicle where it is brought into vehicle storage facility. These contents, if unclaimed at the time the vehicle is sold at public auction, will remain with the vehicle. (Applies only to the first time listed).
(g) An inventory of vehicles claimed by owners, with a copy of receipts reflecting storage charges (if any) and payment for the storage charges in a manner designated by the City.
(h) Reason for impoundment

(22) The Contractor shall provide and maintain such records as may be required by the City from time to time. The City and the Duncanville Police Department shall provide or approve all forms, records, and notices used by the Contractor in providing the services hereunder. The Contractor shall maintain such records for a period of three (3) years following the termination of the contract. The City shall have the right to inspect and audit such records at any time during the Contractor's normal business hours. The provisions of this section shall survive termination of the contract. The contractor shall maintain books, accounts, and records of all vehicles impounded, towed, and stored at the Vehicle Storage Facility at the direction of the City and the Duncanville Police Department, including records of the sale, destruction, or other disposition. City may inspect such records, or the falsification of such records shall be grounds for immediate termination of contract.

(23) Duncanville Chief of Police or designee may release a vehicle without payment of storage or towing fees for reasons set forth in the Code of Ordinances of the City of Duncanville, including:

(a) a vehicle was taken into protective custody when the incident did not involve an arrest, violation, or vehicle accident.

(b) a vehicle is owned or belongs to an individual who is not a citizen of the United States, who does not permanently reside in the United States, and who is entitled to diplomatic immunity.
(c) Subsequent investigation results in a determination that there was no violation of law or that the arrested person did not commit a criminal offense or
(d) in extraordinary circumstances where the Chief of Police has determined a public necessity, emergency, or existence of exigent circumstances to ensure the public's safety.

(24) Contractor hereby agrees to protect, defend, indemnify and hold the City and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, demands, liability, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees and other expenses incurred by the City arising in favor of or asserted by any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of contract or the provision of services rendered hereunder. The contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, or suits at the sole expense of the Contractor. The contractor further agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against the Contractor of the City or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of the City from liability for claims, damages, or injuries to third parties or property arising from Contractor's performance.

(25) Rate adjustments will be considered by the City no more than once per year during the life of the contract. Rates will be adjusted by the Dallas Fort Worth CPI-U increase for the most recent twelve (12) month period immediately preceding the Rate Modification Date or Contract Anniversary Year. The contractor must request a rate review in writing with supporting documentation from the City. **Individual yearly rate increase requests of 5% or greater will require City Council approval.**

(26) The Contractor understands that the inability or failure to comply with any of the above-listed contractual standards will be grounds for immediate termination of the contract with the City of Duncanville

Duncanville
City of Champions

J and S Towing and Recovery Duncanville, TX	
Response time to Incident Calls from Duncanville Police Department to locations in the City limits of Duncanville. State in minutes.	**20**
The Scope of Work, Section 14 requires a one time fee for each vehicle impounded to be paid by the 10th of each month. A report shall be prepared and submitted with the payment. Please indicate the fee that is agreed to here:	**$25.00**
Light Wrecker Tow Charge – includes waiting time and clean-up time up to 30 minutes on scene, the use of a rollback, street/roadway clean-up, and the use of dollies. Chr towing from the scene of a wreck to a delivery point other than the Wrecker Services Pound within the City limits of Duncanville shall be the same as charges for delivery to the Storage lot. No transfer fee is authorized or allowed. This fee shall include light-duty vehicles, trucks, motorcycles, and utility trailers.	100.00
Additional Labor Charge for Street/Roadway/Rollover/Clean-up Time—After the first 30 minutes included with the Light Wrecker Tow Charge, additional time will be charged in 30-minute increments with unlimited manpower. This charge applies to off-road recovery and to upright a vehicle rollover.	50.00
Light Duty Storage–Per–Day Fee: This fee will be charged in twenty-four (24) hour increments from the time the vehicle is impounded.	22.85
Impound Fee – This fee includes the paperwork fee for each individual tow for all vehicle types.	22.85
Notification Fee—This fee applies to each vehicle that was not released from the Storage Lot and needs certified letters mailed before sale at auction for all vehicle types.	50.00
Outside City Limits Fee – This charge applies to all vehicles that need to be towed from the city limits to another location. The charge is based on the per mile from the city limits to the ultimate destination.	4.00
Sales Tax – this sales tax is accessed on the total invoice for the ***privately owned vehicles***	0.0825
Fee for Non-Emergency Unlock Service—A flat fee is charged for assistance in unlocking a vehicle in the city limits of Duncanville.	50.00
Fee for City Vehicle Tire Changes – A flat fee per call is charged for all tire changes for City vehicles.	0.00
Fee for City Vehicle/Equipment Tows within City limits	0.00
Heavy Duty Wrecker Charge—Incidents requiring a heavy-duty wrecker shall be charged on an hourly basis from the time dispatched to the time delivered to the Storage facility. The service will include street/roadway cleanup within the first hour, use of dollies, recovery, and winching. This service shall be paid at a rate of a minimum of one hour.	225.00
Additional Labor Charge for Street/Roadway/Rollover/Clean-up Time—After the first 30 minutes included with the Heavy-Duty Wrecker Tow Charge, additional time will be charged in 30-minute increments with unlimited manpower. This charge applies to off-road recovery and to upright a vehicle rollover	200.00
Heavy Duty Storage–Per–Day Fee: This fee will be charged in twenty-four (24) hour increments from the time the vehicle is impounded.	39.99
Hourly Rate for Blocker Truck Services - Block the scene from any oncoming hazards. These trucks are equipped with specialized equipment to keep first responders safe. Equipment should be equipped with large traffic indicator signs to make people aware of the hazard and usually have a fair amount of cones on them. The equipment should be able to absorb the impact of a speeding vehicle, and collapse in progressive stages, which reduces the impact forces on the striking vehicle occupants.	250.00

Exhibit B – 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 the box if the form is an update to a previously completed form. 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 any other 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. A signature is required from the person completing the form even if "None" entered in boxes 3, 4, & 6.**

Duncanville
City of Champions

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.**

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 ☐ **I have no Conflict of Interest to disclose.**

5

_____ _____

Signature of vendor doing business with the governmental entity Date

Exhibit C – 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 the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The CONTRACTOR 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 D – Texas House Bill 89 Verification Statement

For the City of Duncanville, Texas Agreements

I, _____(Person name), the undersigned representative

of _(Company or Business name)_____

_____

_____(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 E– 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

Duncanville
City of Champions

Exhibit F – SAM.GOV RECORD SUBMISSION

Insert System for Award Management (SAM) record search for company name and company principal (here)

Exhibit G – CERTIFICATE OF INSURANCE

Duncanville
City of Champions

Insert Company certificate of insurance (here)

Exhibit H – 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 the 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, _____, 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

_____
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 sub awardee 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 for 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 sub awardee, e.g., the first sub awardee 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 “Sub awardee,” 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 _____Sub awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub awardee,** 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)**

SERVICES AGREEMENT
CONTRACT NUMBER 25-0002 - B
(Towing and Impoundment Services – 24 Hour Wrecker Service, Inc.)

This **SERVICES AGREEMENT** ("Agreement") is made and entered into by and between **24 Hour Wrecker Service, Inc.,** hereinafter referred to as "CONTRACTOR," which is legally authorized to do business in the State of Texas, and the **City of Duncanville** ("CITY"), a Texas home rule municipal corporation, hereinafter referred to as "CITY," to be effective upon approval of the Duncanville City Council and subsequent execution of this Contract by the Duncanville City Manager or his duly authorized designee.

RECITALS

WHEREAS the CITY desires CONTRACTOR to perform specific work and services outlined in Section 1, Scope of Services, and **Exhibit A, Scope of Services, Deliverables, and Schedule,** of this contract; and

WHEREAS, the CONTRACTOR has expressed a willingness to perform said work and services, hereinafter referred to only as "services," specified in said Scope of Services and enumerated under Section 1 and **Exhibit A** of this contract; and

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, the CITY and the CONTRACTOR agree as follows:

Section 1. Services to be Provided
Upon issuance of a written Notice to Proceed by CITY, CONTRACTOR agrees to provide to CITY the necessary services, goods, and deliverables, as outlined in the "Scope of Services, Deliverables, and Schedule," "Scope," **Exhibit A** and incorporated herein. Exhibit A also includes the Schedule of Standard Fees.
SCHEDULE: The proposed services shall begin upon the date as mutually agreed to by the **City and Contractor**. The deliverables and schedule are included as **Exhibit A** and made a part hereto.

Section 2. Term of Contract
The term of this contract shall begin on the last date of execution hereof (the "Effective Date") and shall continue for a one (1) year period, with the option to extend the agreement for an additional four (4) one-year terms. The term(s) shall **automatically** be extended unless the agreement is terminated by either Party in accordance with Section 9 of this Agreement, as detailed in this Contract.

Section 3. Contractor Obligations
A. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Contract, as described in the Scope of Services, attached, and incorporated herein as **Exhibit A.** Should CITY require additional services not included under this Contract, the CONTRACTOR shall

make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by CITY, and without decreasing the effectiveness of the performance of services required under this Contract.

B. To the extent reasonably necessary for CONTRACTOR to perform the services under this Contract, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Contract with the prior written approval of CITY. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by CITY.

C. CONTRACTOR shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation, services, and management necessary to perform all work outlined in the Scope of Services, including the agreed-upon schedule.

Section 4. Invoices

A. The CONTRACTOR shall submit monthly invoices for work completed. Invoices shall be emailed to the City's Accounts Payable Department at accountspayable@duncanville.com, and a proforma copy will be sent 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 credit card or electronic funds transfer. The CONTRACTOR agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.

B. Proper invoices must include a unique invoice number, the purchase order or delivery order number, the master agreement number, if applicable, the department's name, and the name of the department's point of contact. Invoices shall be itemized. The CONTRACTOR's name, remittance address, and, if applicable, the tax identification number on the invoice must 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 the CONTRACTOR's invoice.

C. Invoices for labor performed outside the scope 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 rates and deliverables 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 worked.

D. Unless otherwise expressly authorized in the Contract, the CONTRACTOR shall pass through all Subcontractors and other authorized expenses at actual cost without markup.

E. 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.

Section 5. Payment

The total CONTRACTOR fee shall be specified in **Exhibit A** and **Section 5.** The total amount of the invoices on the project shall not exceed the contract amount of **Three-Hundred Thousand, and no dollars and no cents ($300,000.00)** for all services authorized in writing and adequately performed by CONTRACTOR by the Payment Schedule outlined in this Section unless amended in writing by the City. All fees paid to the CONTRACTOR by the CITY shall be based on invoices submitted by the CONTRACTOR for work performed and approved by the CITY. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds (EFT). The CONTRACTOR agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.
CITY agrees to pay:

This agreement is an Indefinite Quantity Indefinite Delivery (IDIQ), and all orders may be issued with an authorized City of Duncanville Purchase Order as a release to the Master Agreement. Absolutely no orders are guaranteed as a result of the award. All payments shall be approved only after receipt and acceptance of the deliverables, and all Payments shall be in accordance with the pricing established in Exhibit A.

The CITY may withhold or set off the entire payment or part of any payment otherwise due the CONTRACTOR to such extent as may be necessary on account of:

a. third-party claims not covered by the insurance the CONTRACTOR must pay provided the City receives notification of a valid claim or reasonable evidence indicating probable filing of such claims.
b. failure of the CONTRACTOR to pay Subcontractors 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 the CONTRACTOR;
c. reasonable evidence that the CONTRACTOR'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;
failure of the CONTRACTOR to submit proper invoices with all required attachments and supporting documentation or
d. failure of the CONTRACTOR to comply with any material provision of the Agreement or satisfactorily perform the project.
e. any sums owed to the CITY for any reason, including delinquent taxes.

Payments shall be made within 30 days of receipt of the invoice by the 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.

Section 6. Responsibilities

A. THE CONTRACTOR shall be responsible for the quality of goods and services furnished by CONTRACTOR under this Contract. CONTRACTOR shall complete the work with the skill and care ordinarily provided by similarly situated contractors in the same or similar locality and under the same or similar circumstances and license, as applicable. The CONTRACTOR shall, without additional compensation, correct or revise any service errors or deficiencies.

B. Neither CITY's review, approval, or acceptance of, nor payment for any of the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract. CONTRACTOR shall be and remain liable to CITY by applicable law for all damages to CITY caused by CONTRACTOR's negligent performance of any of the services furnished under this Contract.

C. The rights and remedies of CITY under this Contract are as provided by law and allowed by this contract.

Section 7. Time for Performance

A. CONTRACTOR shall perform all services as provided under this Contract properly, efficiently, and timely per CITY's requirements. As time is of the essence of this Contract, such services shall be completed in a timely manner after receiving a Notification to Proceed from CITY to CONTRACTOR.

B. In the event CONTRACTOR's performance of this Contract is delayed or interfered with by acts of the CITY or others, CONTRACTOR may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause, whatever shall be claimed or made to CONTRACTOR, unless CONTRACTOR shall have made written request upon CITY for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless CITY and CONTRACTOR have agreed in writing upon the allowance of additional time to be made.

Section 8. Documents

A. All surveys, studies, proposals, applications, drawings, plans, specifications, and other documents, including those in electronic form, prepared by CONTRACTOR and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents")

are intended for the use and benefit of CITY. CONTRACTOR and its consultants, subcontractors, agent(s), representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, CITY shall own, have, keep, and retain all rights, title, and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the CONTRACTOR) in and to all Project Documents, whether in draft form or final form, which are produced at CITY's request and in furtherance of this Agreement.

B. CITY shall have the right to publish, disclose, distribute, and otherwise use such deliverables, materials, and reports for those purposes for which they were intended. CITY shall have full authority to authorize CONTRACTOR(s), subcontractors, sub-subcontractors, CITY consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by CONTRACTOR in connection with this Agreement are "works for hire" and shall be the property of CITY. CITY shall have the right to publish, disclose, distribute, and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended. CONTRACTOR shall, upon completion of the services and full payment for the CONTRACTOR'S services by the CITY, or earlier termination and appropriate compensation as provided by this Agreement, provide CITY with reproductions of all materials, reports, and exhibits prepared by ENGINEER pursuant to this Agreement in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the CITY.

C. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data, or work items, etc.) prepared under this Agreement shall be submitted for approval by CITY. All instruments of service shall be sealed as may be applicable or required by law or by the CITY.

D. Acceptance and approval of the Project Documents by CITY shall not constitute nor be deemed a release of the responsibility and liability of CONTRACTOR, its employees, associates, agents, and CONTRACTORs for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings and specifications, or other documents prepared by CONTRACTOR, its employees, CONTRACTOR, agents and CONTRACTORs.

Section 9. Termination

CITY may suspend or terminate this Contract for cause or without cause at any time by giving written notice to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services, and CONTRACTOR will immediately terminate placing orders or entering into contracts for assistance, supplies, facilities, or material in connection with this contract and shall proceed to cancel all existing contracts promptly insofar as they are related to this contract. In the event suspension or termination is without cause, payment to CONTRACTOR, in accordance with the terms of this Contract, will be made on the basis of goods or services reasonably determined by CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon all goods or services being delivered to the CITY. Should the CITY require a modification of this Contract with the CONTRACTOR, in the event CITY and CONTRACTOR fail to agree upon a modification to this Contract, CITY shall have the option of terminating this Contract and CONTRACTOR's services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this Contract, for the goods or services reasonably determined by CITY to be properly performed by CONTRACTOR before such termination date.

Section 10. Insurance

A. CONTRACTOR shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of CONTRACTOR's employees, as required by law. CONTRACTOR 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 CONTRACTOR and CITY against liability from damages because of injuries, including death, suffered by any person or persons other than employees of CONTRACTOR, and liability for damages to property, arising from or growing out of CONTRACTOR's operations in connection with the performance of this Contract.

B. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than One Million Dollars ($1,000,000.00) for one (1) person and not less than One Million Dollars for any (1) occurrence. Insurance covering damages to property shall be in the sum of not less than One Million Dollars ($1,000,000.00) for any (1) occurrence and One Million Dollars ($1,000,000.00) aggregate.

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

And shall further indicate that each and every policy for liability insurance coverage as required herein includes a "Contractual Liability Coverage" endorsement covering the Contract under Section 10, hereof. Such Certificate of Insurance shall provide for thirty (30) days written notice to CITY prior to the cancellation or modification of any insurance referred to therein. On every renewal date of the required insurance policies, the CONTRACTOR shall issue a certificate of insurance and policy endorsements evidencing the required insurance herein and deliver them to the CITY. In addition, the CONTRACTOR shall, within ten (10) business days after written request, provide the CITY with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the CITY is a condition precedent to the payment of any amounts due to the CONTRACTOR by the CITY. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

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 and non-contributory to any other insurance coverage and/or self-insurance maintained by the CITY.

Section 11. Indemnification for Injury and Performance

CONTRACTOR hereby agrees to protect, defend, indemnify, and hold harmless the CITY, its officers, agents, servants, and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against 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 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 negligent act, error, omission or neglect of CONTRACTOR, its officers, employees, servants, agents or subcontractor's, or anyone else under CONTRACTOR's direction and control, and arising out of, occurring in connection with, resulting from or caused by the negligent performance or failure of performance of any work or services called for by this Contract, or from conditions created by the 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, the CONTRACTOR 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.

The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by CONTRACTOR under this agreement. This provision shall survive the termination of this agreement.

Section 12. Indemnification for Unemployment Compensation

CONTRACTOR agrees that it is an independent CONTRACTOR and not an

agent of the CITY and that CONTRACTOR is subject, as an employer, to all applicable Unemployment Compensation Statutes so as to relieve CITY of any responsibility or liability from treating CONTRACTOR's employees as employees of CITY for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. CONTRACTOR further agrees to indemnify and hold CITY harmless and reimburse it for any expenses or liability incurred under said Statutes in connection with employees of CONTRACTOR.

Section 13. Indemnification for Performance

CONTRACTOR shall defend and indemnify CITY against and hold CITY and the premises harmless from any and all claims, suits, or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation, and management costs incurred by CONTRACTOR in performing this Contract.

Section 14. Assignment-Delegation

The Contract shall be binding upon and ensure to the benefit of the CITY and the CONTRACTOR and their respective successors and assigns, provided, however, that no right or interest in the Contract shall be assigned and the CONTRACTOR shall delegate no obligation without the prior written consent of the CITY. Any attempted assignment or delegation by the CONTRACTOR shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm, or entity not a party hereto; it being the intention of the parties that there are no third-party beneficiaries to the Contract.

The Vendor shall notify the CITY's Chief Procurement Officer, in writing, of a company name, ownership, or address change for the purpose of maintaining updated CITY records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, a copy of the board of directors' resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

Section 15. Jurisdiction, Venue, Applicable Laws

The Contract 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 Contract. The laws of the State of Texas shall govern this Contract, and the venue for any action concerning this Contract 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.

Section 16. Interpretation

The parties intend the Contract to be a final, complete, and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the parties' intent that all provisions be construed to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

Section 17. Dispute Resolution

If a dispute arises from or relates to the Contract or the breach thereof, the parties agree to negotiate before prosecuting a suit for damages. However, this section does not prohibit filing 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.

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 the CONTRACTOR 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 the CONTRACTOR 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.

Section 18. Default

In the event CONTRACTOR fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the failure to commence the work, failure to diligently provide services in the quality or character of the service, failure to provide services in an efficient, timely, and careful manner, failure to provide or use an adequate number or quality of personnel to complete the work, failure to provide adequate equipment, or fail to perform any of the CONTRACTOR obligations under this contract, and the failure is not corrected within ten (10) days after written notice by CITY to CONTRACTOR, CITY may, at its sole discretion without prejudice to any other right or remedy:

A. Immediately terminate this contract and complete the work in any manner CITY deems acceptable, including engaging the services of other contractors, and shall be relieved of the payment of any further consideration to CONTRACTOR except for all work determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of CONTRACTOR to and from meetings called by CITY at which CONTRACTOR is required to attend, but shall not include any loss of profit of CONTRACTOR. In the event of such termination, CITY may proceed to complete the services in any manner deemed proper by CITY, either by the use of its own forces or by resubletting to others.

B. CITY may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of CONTRACTOR.

C. Any such act by the CITY shall not be deemed a waiver of any other right or remedy of the CITY.

Section 19. Adjustments in Services

No claims for extra services, additional services, modifications, or changes in the services will be made by CONTRACTOR without a written agreement with CITY prior to the performance of such services. The Contract can be modified or amended only in writing as signed by both parties. No pre-printed or similar terms on any the CONTRACTOR invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

Section 20. Execution becomes Effective

This Contract will be effective upon execution of the Contract by and between CONTRACTOR and CITY.

Section 21. Contract Amendments

This Contract contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Contract which have not been incorporated herein. This Contract may only be modified, amended,

supplemented, or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 22. Invalidity and Severability

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 23. Independent CONTRACTOR

It is understood and agreed by and between the parties that CONTRACTOR in satisfying the conditions of this Contract, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with CONTRACTOR's actions. All services to be performed by CONTRACTOR pursuant to this Contract shall be in the capacity of an independent CONTRACTOR, and not as an agent or employee of CITY. CONTRACTOR shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Contract. There is no intended third-party beneficiary to this Contract.

Section 24. Notice

Any notice required or permitted to be delivered hereunder may be sent by first class email, overnight, and courier to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to CITY:
City of Duncanville
Attn: Chief Procurement Officer
PO Box 380280
Duncanville, TX 75138
(972) 780-5850
purchasing@duncanvilletx.gov

If to CONTRACTOR:
24 Hour Wrecker Service, Inc.
Attn: Chris Tibbs, General Manager
616 North Jefferson Street
Lancaster, Texas 75146
cjtibbs@24hrwrecker.com

Section 25. Business Prohibitions and Requirements

1. **Prohibition on Contracts with Companies Boycott of Israel**
   By executing this contract, CONTRACTOR 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.

2. **Transactions with an Abortion Provider or Affiliate**
CONTRACTOR 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 Contractor, 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.

3. **Prohibition against doing business with Foreign Terrorist Organizations**
By executing this contract, CONTRACTOR 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.

4. **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.

5. **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.

6. **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 the CONTRACTOR 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 the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. CONTRACTOR 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.

Section 26. 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. CONTRACTOR 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 the CONTRACTOR 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.

Section 27. Revisions of Scope of Work and Workplan

In response to changes in needs of the project, CITY reserves the right to direct substantial revision to the scope of work initially agreed, including changes to the drawings, specifications, or other project documents after due approval by CITY, as CITY may deem necessary. In such event, CITY shall pay CONTRACTOR its regular compensation for services rendered in making such revisions, provided such

compensation is customarily reasonable. When CONTRACTOR is directed to make substantial revisions under this section of the contract, CONTRACTOR shall provide to CITY a written proposal for the entire costs involved and the completion time involved in providing the revisions. CITY shall not knowingly require any revision that is illegal or that violates the ethics of CONTRACTOR. Prior to CONTRACTOR undertaking any substantial revision as directed by CITY, CITY must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

Section 28. Right to Inspect/Audit Records

CONTRACTOR 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 CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that CITY shall have access during normal working hours to all necessary CONTRACTOR 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 CONTRACTOR reasonable advance notice of intended audits no less than 3 business days. CONTRACTOR 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.

The CONTRACTOR shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The CONTRACTOR shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The CONTRACTOR shall grant access to all books, records, and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Section 29. Successors and Assigns

CITY and CONTRACTOR each bind itself and its successors, executors, administrators and assigns to the other party of this contract and to the successor, executors, administrators and assigns of such other party in respect to all covenants of this contract. Neither CITY nor CONTRACTOR shall assign or transfer its interest herein without the prior written consent of the other.

Section 30. Disclosure of No Conflicts of Interest (Exhibit B)

By signing this contract, CONTRACTOR acknowledges to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed project and business relationships with abutting property owners. CONTRACTOR further agrees that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this contract and prior to final payment under the contract.

Section 31. Workforce

A. The CONTRACTOR shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The CONTRACTOR, its employees, subcontractors, and subcontractor's employees may not engage in, participate or respond to a solicitation. While in the course and scope of delivering goods or services under a City of Duncanville contract or on the CITY's property, a Contractor shall not:

1. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
2. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the CITY or the CITY's representative notifies the CONTRACTOR that any worker is incompetent, disorderly, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the CONTRACTOR shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the CITY's prior written consent.

Section 32. Compliance with Health, Safety, and Environmental Regulations.

The CONTRACTOR, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the services, including but not limited to those promulgated by the CITY and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The CONTRACTOR shall indemnify and hold the CITY harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of the CONTRACTOR's obligations under this paragraph.

Environmental Protection: The CONTRACTOR shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq*.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq*.).

Section 33. Immigration Control and Employment Verification

Employment eligibility verification: The Immigration 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 1-9. The CONTRACTOR warrants that CONTRACTOR is in compliance with IRCA during the term of this contract with the CITY. The CONTRACTOR warrants that the CONTRACTOR has included or will include a similar provision in all written contracts with any Subcontractor(s) engaged to perform services under this Contract.

Section 34. Non-Discrimination and Equal Employment Opportunity

CONTRACTOR shall not discriminate against anyemployee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training, including apprenticeship.

Section 35. Non-Suspension or Debarment Certification.

The CITY is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Duncanville Contracts. By accepting a Contract with the CITY, the CONTRACTOR certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Duncanville.

CONTRACTOR certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of Treasury, Office of Foreign Assets Control.

Section 36. Public Information Act.

Information, documentation, and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with the provisions of Section 2252.907 of the Texas Government Code, the CONTRACTOR is required to make any information created or exchanged with the CITY pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional cost to the CITY.

Section 37. Counterparts.

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

Section 38. Exhibits
The Exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 39. Survival of Obligations
Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Contract shall survive termination.

Section 40. Place and Condition of Work
The CITY shall provide the CONTRACTOR with access to the sites where the CONTRACTOR may perform the services in a timely and efficient manner, and in accordance with and subject to the applicable security laws, rules, and regulations. The CONTRACTOR acknowledges that it has satisfied itself as to the nature of the CITY's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor, and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the CONTRACTOR's obligations under the contract. The CONTRACTOR hereby releases and holds the CITY harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from the expected conditions.

The CONTRACTOR shall, at all times, exercise reasonable precautions for the safety of their employees, CITY Staff, participants, and others on or near the CITY's facilities.

Section 41. Headings
The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

Section 42. Buy American Act and Domestic Preference
As appropriate, and to the extent consistent with law, the CONTRACTO shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

The following federally funded requirements are applicable in accordance with the Buy-American Act.
A. Definitions. As used in this paragraph:
i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -
(1) For components purchased by the CONTRACTOR, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the CONTRACTOR, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
iii. "Domestic end product" means-
(1) An unmanufactured end product mined or produced in the United States; or
(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
v. "Foreign end product" means an end product other than a domestic end product.
vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
C. The CITY does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
D. The CONTRACTOR shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

Section 43. **Compliance with all State, Federal, and Local Laws**
The CONTRACTOR shall comply with all State, Federal (including Executive Orders), and Local laws, and requirements. The CONTRACTOR must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The CONTRACTOR shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

Section 44. **Federal. State. And local requirements**
CONTRACTOR shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978,

dealing with issuance of Form W-2's to common law employees. CONTRACTOR is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. CONTRACTOR shall ensure compliance with all federal and State tax laws and withholding requirements. The CITY of Duncanville shall not be liable to CONTRACTOR or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. CONTRACTOR shall indemnify the CITY of Duncanville and shall pay all costs, penalties, or losses resulting from CONTRACTOR's omission or breach of this Section.

Section 45. Drug-Free Workplace

The CONTRACTOR shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the CONTRACTOR shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

Section 46. Contractor Liability for Damage to Government Property

The CONTRACTOR shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the CONTRACTOR and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The CONTRACTOR shall notify the CITY of Duncanville Chief Procurement Officer in writing of any such damage within one (1) calendar day.

Section 47. Force Majeure

The CITY of Duncanville, any Customer, and the CONTRACTOR shall not be responsible for performance under the Contract 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, the CONTRACTOR will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and the CONTRACTOR continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The CONTRACTOR shall immediately 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.

Section 48. 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.

Section 49. **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.

Section 50. **Confidentiality**

In order to provide the deliverables to the CITY, CONTRACTOR may require access to certain of the CITY's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the CITY or its licensors consider confidential) (collectively, "Confidential Information"). CONTRACTOR acknowledges and agrees that the Confidential Information is the valuable property of the CITY and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the CITY and/or its licensors. The CONTRACTOR (including its employees, subcontractor's, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the CITY or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the CONTRACTOR promptly notifies the CITY before disclosing such information so as to permit the CITY reasonable time to seek an appropriate protective order. The CONTRACTOR agrees to use protective measures no less stringent than the CONTRACTOR uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

Section 51. **Non-Publicity**

City of Duncanville and Consultant agree not to disclose the existence or contents of this Agreement 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 Agreement.

Section 52. **No Warranty by City Against Infringements**

The CONTRACTOR represents and warrants to the CITY that: (i) the CONTRACTOR shall provide the CITY good and indefeasible title to the deliverables and (ii) the deliverables supplied by the CONTRACTOR in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the CONTRACTOR does not know of any valid basis for any such claims. The CONTRACTOR shall, at its sole expense, defend, indemnify, and hold the CITY harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the CITY's exercise anywhere in the world of the rights associated with the CITY's' ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the CONTRACTOR's breach of any of CONTRACTOR's representations or warranties stated in this Contract. In the event of any such claim, the CITY shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the CITY's behalf. Further, CONTRACTOR agrees that the CITY's specifications regarding the deliverables shall in no way diminish CONTRACTOR's warranties or obligations under this paragraph and the CITY makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of CONTRACTOR.

Section 53. Warranty-Services

The Contractor warrants and represents that all services to be provided the City of Duncanville under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Agreement, and all applicable Federal, State, and local laws, rules, or regulations.

A. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Agreement, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City of Duncanville. All costs incidental to such additional performance shall be borne by the Contractor. The City of Duncanville shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City of Duncanville's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City of Duncanville, then in addition to any other available remedy, the City of Duncanville may reduce the amount (or number) of services it may be required to purchase under the Agreement from the Contractor and purchase conforming services from other sources. In such event, the Contractor shall pay to the City of Duncanville upon demand the increased cost, if any, incurred by the

City of Duncanville to procure such services from another source.

Section 54. Byrd Anti-Lobbying Act Requirements

The CONTRACTOR hereby certifies, for contracts exceeding $100,000, that no federal appropriated funds from this contractual agreement shall not 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-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Section 55. 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, the CONTRACTOR 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).

Section 56. Solid Waste Disposal Act

In the performance of this contract, the CONTRACTOR 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. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Section 57. Claims

If any claim, demand, suit, or other action is asserted against the CONTRACTOR which arises under or concerns the Contract, or which could have a material adverse effect on the CONTRACTOR's ability to perform thereunder, the CONTRACTOR shall give written notice thereof to the CITY within ten (10) calendar days after receipt of notice by the CONTRACTOR. 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.

Section 58. Compliance with the Copeland Anti-Kickback Act

Contractor. The contractor 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.

Section 59. Prohibition on Contracting for Covered Telecommunications Equipment or Services

The CONTRACTOR 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, the CONTRACTOR shall be required to complete and submit Federal Form NDAA-899.

Section 61. SAM.gov Registration

CONTRACTOR 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. (**Exhibit F**)

Section 62. Historically Underutilized Business Requirements

If the awarded Contractor 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.**

Section 63. **Pass Down Language Requirement**

Provided the CONTRACTOR utilizes any subcontractors in performance of this agreement, the CONTRACTOR shall require the subcontractor to adhere and comply with the terms and conditions of this Contract, by incorporating such into a written agreement between the CONTRACTOR and the subcontractor.

Section 64. **Entire Contract**

This contract embodies the complete contract of the parties hereto, superseding all oral or written previous and contemporary contracts between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written contract of the parties.

Conflicts of Language: Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

1. Final negotiated contract
2. RFP/Bid documents
3. CITY's standard terms and conditions
4. Purchase order
5. Proposal documents and CONTRACTOR terms and conditions

(Signature follows this page)

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH A PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

This Agreement may be executed in multiple counterparts, including by fax or email, each an original, but all considered part of one Agreement. The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed original for all legal purposes. IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

CITY OF DUNCANVILLE, TEXAS	**24 Hour Wrecker Service, INC.**
_____	_____
Signature	Authorized Signature
Doug Finch	_____
Printed Name	Printed Name
City Manager	_____
Title	Title
972-780-5058	_____
Title	Phone Number
purchasing@duncanvilletx.gov	_____
Title	Email Address
	_____
	TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

Exhibit A – Scope of Services, Deliverables, and Schedule

This contract shall provide for towing and impound services for the City of Duncanville Fleet Management and Police Departments.

The services will include towing and impoundment services per the laws and provisions of Texas. The successful respondent shall be responsible for all wrecker operators to answer any call made by authorized City of Duncanville staff on a twenty-four (24) hour basis, seven (7) days a week. Calls shall be responded to within twenty (20) minutes on a consistent basis. The awarded contractor shall provide a single telephone number for calls to be made from the City, that is free of charge - Phone Number#_____.

The awarded contractor shall hold all items, materials, equipment, and vehicles towed at a location approved by the City of Duncanville. The storage location must be within a maximum of ten (10) miles radius of the Duncanville city limits and most preferably within the city limits of Duncanville, Texas.

SCOPE OF SERVICES:

(1) Contractor shall provide **twenty-four (24) hour service, including Sundays and holidays**. The contractor will have the minimum equipment required to maintain a **twenty (20) minute response time** for the towing services, which obligates the Contractor to always render the required services to the Duncanville Police Department and Fleet Management Department during any twenty-four (24) hour period.

(2) Contractor shall secure public liability, property damage insurance, and workers compensation in which the City of Duncanville shall be named as an additional insured with Contractor. Such insurance policies shall be maintained in full force and effect during all terms of the contract. Said insurance shall protect the City against any and all liability for death, injury, loss or damage against which Contractor has elsewhere in the contract undertaken to indemnify City. Such policies shall not have less than the following limits:

(2.1) Worker's Compensation
(a) Statutory Limits:
(b) Employers' Liability – Worker's compensation as required by Texas law with the policy endorsed to provide a waiver of subrogation as to the city, employer's liability insurance of not less than $100,000 for each accident.

(2.2) Alternatively, a State of Texas Certificate of Self-Insurance may be furnished in lieu of a certificate evidencing Worker's Compensation Insurance. Employers who have rejected the Act, and have not been certified as self-insured employers, may not be eligible for a contract award.

(2.3) General Liability Combined bodily injury - $1,000,000 per occurrence and property damage with a $2,000,000 maximum.

(2.4) Auto Liability
(a) Bodily injury - $500,000
(b) Property damage - $300,000 or combined single limits. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with minimum limits of $300,000, combined single limit each occurrence, for property damage, such insurance to include coverage for loading and unloading hazards.

The City reserves the right to review the insurance requirements of this section during the effective period of the contract end to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor. A certificate from the insurance carrier of Contractor shall be delivered to the Chief Police of the City of Duncanville annually showing coverage and the City named as additional insured within fifteen (15) days after execution and acceptance of this contract by Contractor. The amount of such insurance shall not be deemed a limitation of the Contractor's agreement to indemnify the City. Copies of all such policies shall be deposited with the City. Said policy shall cover vehicles of other wrecker operators or subcontractors whose equipment may be used by the Contractor.

(3) The Contractor will furnish one telephone number to be maintained and answered **twenty-four (24) hours a day, 7 days a week, including holidays**, and sufficient personnel to perform the Contractor's obligations, which includes a **twenty (20) minute** response time.

(4) The contractor must furnish an updated list of drivers to the City of Duncanville; the Contractor hereby authorizes the Duncanville Police Department to conduct background investigations, including a driver history and criminal history check, regarding the suitability of the successful Contractor to represent the City. The City requests information on each employee who will handle any impounds or police vehicles, and the City may further request employees to be fingerprinted. The Contractor agrees that any individual employee who declines to submit to that procedure will not be used as a wrecker driver on City/police calls and will not be used to release or have access to impounded or police vehicles. The Contractor shall provide to the City the above-required information before hiring a new employee and agrees that the Contractor will not utilize the applicant/employee for City/police wrecker calls or to release impounded vehicles until and unless authorized to do so by the City. The Contractor agrees that should the City request that a particular applicant/employee **not be assigned to duties** under the Service Agreement, that request will be strictly enforced.

The contractor, all employees, and subcontractors must have a driver's license in good standing, a valid commercial driver's license, no more than three (3) moving violations within one year, and no more than five (5) moving violations within three (3) years. Duncanville Police reserves the right to run driver's licenses of operators at any time. The contractor must establish a drug testing policy for towing operations in compliance with Section 2308.158 of the Texas Occupations Code.

(5) The Contractor must have equipment sufficient to meet a thirty (30) minute response time

for a request of multiple tows. The contractor must have minimum equipment that includes at least one (1) tilt bed, one (1) single rail motorcycle trailer or ability to tow a motorcycle without damage, and the ability to tow commercial vehicles with 100,000-pound gross vehicle weight. Wrecker vehicles will include emergency flashing amber lights in front and rear, and equipped with, but not limited to, dollies, motorcycle slings, flags, flares, tire tools, fire extinguishers, buckets of sand, brooms, shovels, and all other tools reasonably necessary to perform the towing services usually customarily performed by wreckers of such size.

(6) Contractor shall be responsible for removing any broken glass, debris, or junk from, on or along any street or other public place when conducting consent or non-consent tow.

(7) All wrecker trucks must have dual rear wheels and have at least one (1) ton load capacity. Wreckers must contain in clearly visible view from both sides of the wrecker, the name of the wrecker service, address, and business owner. Wreckers must also be able to provide two-way communications with the **Southwest Regional Communication Center**.

(8) The Contractor will complete all necessary and statutory required notifications and shall maintain all records of operation reflecting the services rendered subject to review by the City during regular business hours. The contractor will communicate with and handle all insurance company and vehicle owner queries of towed and stored vehicles. The City shall maintain accurate records of all vehicles impounded. The contractor must send notices in compliance with all laws by certified mail, to the owners and/or lien holders, as required, of said vehicle within five (5) days of receiving a vehicle.

(9) The contractor shall maintain a vehicle storage facility that is regulated, permitted, and inspected by the State of Texas as outlined in the Texas Transportation Code. The storage facility shall be located within ten (10) miles of City of Duncanville, Texas, boundary. The storage facility shall have space adequate for storage of a minimum of 100 vehicles, adequate lighting, security measures that are considered to be “industry standard,” and the ability to provide twenty-four-hour, seven (7) day per week vehicle releases with one (1) hour release upon notification.

(10) The Contractor will also supervise the opportunity for vehicle owners to remove items from their vehicles and for inspection by insurance agents and repair personnel. Upon request by Duncanville Police, the contractor shall move vehicles to designated areas within the Vehicle Storage Facility for inspection. The City staff, the Duncanville Chief of Police or his designee(s) of the Duncanville Police Department, without prior notification, may inspect the storage facility at any time.

(11) The Contractor shall tow and store vehicles in a safe and secure manner. No impounded vehicle shall be released without written authorization from the Duncanville Police Department. No storage fee will be computed on a vehicle with a “hold” placed on it. Storage fees may only be computed after the Duncanville Police has officially released the “hold”. The Contractor will note the Duncanville Police Department official’s name, identification number, date and time that the release of hold is issued.

(12) Upon receipt of a complaint through the City or the Duncanville Police Department, from any source concerning claimed damage to a towed or stored vehicle or its contents, the Contractor shall, upon request of the City, submit a written report to the City, in a format

required by the Duncanville Police Department. Such report shall be provided within twenty-four (24) hours after receipt of a request and show all facts pertinent to the claim or complaint presented.

(13) The Contractor shall provide towing service for all City vehicles at no charge within the city limits of Duncanville and at a reduced rate of 50% of the quoted standard towing fee that applies to towing from outside the City of Duncanville boundaries. The contractor will incur the cost of specialized equipment used to transport any heavy piece of equipment for heavy vehicles.

(14) The Contractor will remit to the City of Duncanville Police Department an administrative **one-time fee of $25.00 per impoundment**. All fees will be paid by the 10th day of each calendar month upon execution of the Services Agreement to:

City of Duncanville
ATTN: Chief Financial Officer
203 E Wheatland RD
Duncanville, Texas 75116

(15) Any vehicle impounded under the provisions of the Contract may be sold at public sale in accordance with applicable State and local law. The contractor shall be responsible for the preparation, publication, posting, mailing costs, and dispatch of all notices and advertisements required under Chapters 683, 684, and 685 of the Texas Transportation Code, as amended, chapter 2303 of the Texas Occupations Code, or any other applicable law, to be given or provided by the Duncanville Police Department or as operator of the City designated vehicle storage facility with respect to impoundment, storage, release, destruction, auction, sale and disposal of any junked vehicle, abandoned motor vehicle or other vehicle impounded at the direction of Duncanville Police Department.

All proceeds from the sale of impounded vehicles shall be submitted to the City. A report of all vehicles impounded and sold, destroyed, or disposed of shall be submitted to the City's Finance Department every quarter, accompanied by a check, or money order, from the proceeds of any sale or auction as allowed under the applicable Texas Government Codes. The awarded contractor shall be allowed to deduct storage fees; however, those fees shall not exceed 25% of the sale of each vehicle impounded. The City shall retain 75% of the sale or auction of all impounded vehicles.

(16) Should the Duncanville Police Department conduct a civil seizure of a vehicle, the Contractor will store the vehicle until all court procedures have been completed, and the subject vehicle will be released back to the Duncanville Police Department at no charge.

(17) The Contractor is solely responsible for the costs for tow calls that the Duncanville Police disregard. A request for a tow truck can be canceled at any time prior to arrival at the requested site. A request for tow service will not be disregarded once the tow truck has arrived at the scene, unless a private wrecker (which was privately called) arrives simultaneously at the scene. Wreckers that are disregarded once they arrive may charge the person responsible for the vehicle one half of the basic towing fee, except when a privately called wrecker service arrives simultaneously.

(18) Contractor is to provide references, as required in this solicitation and acknowledges that these references will be a factor in the selection of a Contractor by the City.

(19) The Contractor is responsible for always maintaining an "Active" status with TxDOT in both Vehicle Storage Facility and Commercial Carrier categories.

(20) The Contractor is a representative of the City of Duncanville and the Duncanville Police Department while interacting with citizens whose vehicles have been impounded by the Duncanville Police Department. The contractor and his/her representative will always conduct themselves in a professional and courteous manner while interacting with Duncanville Police Department customers and citizens. Contractor shall take all reasonable steps to afford a good faith effort in resolving disputes between Contractor and vehicle owners.

(21) Contractor shall prepare and maintain a current computerized inventory listing, in a form format to be furnished by the Duncanville Police Department, and furnish as to be submitted and mailed to the Duncanville Police Department weekly that shows the following:

(a) Date and time vehicle towed and impounded, indicating if a "hold" is or is not in place on vehicle. Date "hold" released and by whom indicated on the form.
(b) Make, model, and year of the vehicle.
(c) License number (verified by Contractor).
(d) Vehicle identification number (verified by Contractor).
(e) General description of the vehicle and its condition upon being brought in with adequate notes as to any major defects and/or damage. (Applies only to the first time listed).
(f) An inventory of all loose personal property or articles in the vehicle where it is brought into vehicle storage facility. These contents, if unclaimed at the time the vehicle is sold at public auction, will remain with the vehicle. (Applies only to the first time listed).
(g) An inventory of vehicles claimed by owners, with a copy of receipts reflecting storage charges (if any) and payment for the storage charges in a manner designated by the City.
(h) Reason for impoundment

(22) The Contractor shall provide and maintain such records as may be required by the City from time to time. The City and the Duncanville Police Department shall provide or approve all forms, records, and notices used by the Contractor in providing the services hereunder. The Contractor shall maintain such records for a period of three (3) years following the termination of the contract. The City shall have the right to inspect and audit such records at any time during the Contractor's normal business hours. The provisions of this section shall survive termination of the contract. The contractor shall maintain books, accounts, and records of all vehicles impounded, towed, and stored at the Vehicle Storage Facility at the direction of the City and the Duncanville Police Department, including records of the sale, destruction, or other disposition. City may inspect such records, or the falsification of such records shall be grounds for immediate termination of contract.

(23) Duncanville Chief of Police or designee may release a vehicle without payment of storage or towing fees for reasons set forth in the Code of Ordinances of the City of Duncanville, including:

(a) a vehicle was taken into protective custody when the incident did not involve an arrest, violation, or vehicle accident.

(b) a vehicle is owned or belongs to an individual who is not a citizen of the United States, who does not permanently reside in the United States, and who is entitled to diplomatic immunity.
(c) Subsequent investigation results in a determination that there was no violation of law or that the arrested person did not commit a criminal offense or
(d) in extraordinary circumstances where the Chief of Police has determined a public necessity, emergency, or existence of exigent circumstances to ensure the public's safety.

(24) Contractor hereby agrees to protect, defend, indemnify and hold the City and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, demands, liability, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees and other expenses incurred by the City arising in favor of or asserted by any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of contract or the provision of services rendered hereunder. The contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, or suits at the sole expense of the Contractor. The contractor further agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against the Contractor of the City or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of the City from liability for claims, damages, or injuries to third parties or property arising from Contractor's performance.

(25) Rate adjustments will be considered by the City no more than once per year during the life of the contract. Rates will be adjusted by the Dallas Fort Worth CPI-U increase for the most recent twelve (12) month period immediately preceding the Rate Modification Date or Contract Anniversary Year. The contractor must request a rate review in writing with supporting documentation from the City. **Individual yearly rate increase requests of 5% or greater will require City Council approval.**

(26) The Contractor understands that the inability or failure to comply with any of the above-listed contractual standards will be grounds for immediate termination of the contract with the City of Duncanville

24 Hour Wrecker Service Lancaster, TX	
Response time to Incident Calls from Duncanville Police Department to locations in the City limits of Duncanville. State in minutes.	**Within 20 Minitues**
The Scope of Work, Section 14 requires a one time fee for each vehicle impounded to be paid by the 10th of each month. A report of the vehicle impountments shall be prepared and submitted with the payment. Please indicate the fee that is agreed to here:	**$25.00 per impound**
Light Wrecker Tow Charge – includes waiting time and clean-up time up to 30 minutes on scene, the use of a rollback, street/roadway clean-up, and the use of dollies. Chr towing from the scene of a wreck to a delivery point other than the Wrecker Services Pound within the City limits of Duncanville shall be the same as charges for delivery to the Storage lot. No transfer fee is authorized or allowed. This fee shall include light-duty vehicles, trucks, motorcycles, and utility trailers.	90.00
Additional Labor Charge for Street/Roadway/Rollover/Clean-up Time—After the first 30 minutes included with the Light Wrecker Tow Charge, additional time will be charged in 30-minute increments with unlimited manpower. This charge applies to off-road recovery and to upright a vehicle rollover.	50.00
Light Duty Storage–Per–Day Fee: This fee will be charged in twenty-four (24) hour increments from the time the vehicle is impounded.	22.85
Impound Fee – This fee includes the paperwork fee for each individual tow for all vehicle types.	22.85
Notification Fee—This fee applies to each vehicle that was not released from the Storage Lot and needs certified letters mailed before sale at auction for all vehicle types.	50.00
Outside City Limits Fee – This charge applies to all vehicles that need to be towed from the city limits to another location. The charge is based on the per mile from the city limits to the ultimate destination.	1.00
Sales Tax – this sales tax is accessed on the total invoice for the ***privately owned vehicles***	0.0825
Fee for Non-Emergency Unlock Service—A flat fee is charged for assistance in unlocking a vehicle in the city limits of Duncanville.	50.00
Fee for City Vehicle Tire Changes – A flat fee per call is charged for all tire changes for City vehicles.	0.00
Fee for City Vehicle/Equipment Tows within City limits	0.00
Heavy Duty Wrecker Charge—Incidents requiring a heavy-duty wrecker shall be charged on an hourly basis from the time dispatched to the time delivered to the Storage facility. The service will include street/roadway cleanup within the first hour, use of dollies, recovery, and winching. This service shall be paid at a rate of a minimum of one hour.	175.00

Additional Labor Charge for Street/Roadway/Rollover/Clean-up Time—After the first 30 minutes included with the Heavy-Duty Wrecker Tow Charge, additional time will be charged in 30-minute increments with unlimited manpower. This charge applies to off-road recovery and to upright a vehicle rollover	100.00
Heavy Duty Storage–Per–Day Fee: This fee will be charged in twenty-four (24) hour increments from the time the vehicle is impounded.	39.99
Hourly Rate for Blocker Truck Services - Block the scene from any oncoming hazards. These trucks are equipped with specialized equipment to keep first responders safe. Equipment should be equipped with large traffic indicator signs to make people aware of the hazard and usually have a fair amount of cones on them. The equipment should be able to absorb the impact of a speeding vehicle, and collapse in progressive stages, which reduces the impact forces on the striking vehicle occupants.	100.00
We use flatbed wrecker and service trucks to block, for large scenes we call DOT which sends the equipment you described.	

Exhibit B – 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 the box if the form is an update to a previously completed form. 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."**

Duncanville
City of Champions

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.**
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

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</u> <u>form even if "None" entered in boxes 3, 4, & 6.</u>**

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 ☐ **I have no Conflict of Interest to disclose.**

5

Signature of vendor doing business with the governmental entity

Date

Exhibit C – 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 the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The CONTRACTOR 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 D – Texas House Bill 89 Verification Statement

For the City of Duncanville, Texas Agreements

I, _____(Person name), the undersigned representative

of (Company or Business name)_____

_____

_____(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 E– 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 F – SAM.GOV RECORD SUBMISSION

Insert System for Award Management (SAM) record search for company name and company principal (here)

Exhibit G – CERTIFICATE OF INSURANCE

Insert Company certificate of insurance (here)

Exhibit H – 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 the 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, _____, 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

_____
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 sub awardee 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 for 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 sub awardee, e.g., the first sub awardee 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 “Sub awardee,” 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 _____Sub awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub awardee,** 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)**

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 18 Feb 2025

TITLE:
Consider a resolution requesting the procurement of New In Blue ticket writing and Review The Blue rating Software and authorizing an expenditure in the amount not to exceed $84,000.00 for the initial year from the Federal Asset Forfeiture Fund. Subsequent years of expenditures will be placed in the Police Department's operating budget with an expenditure amount not to exceed $24,000.00.

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 utilizing Asset Forfeiture Funds to finance this upgrade, as it falls within the approved use of these funds. Since Asset Forfeiture Funds are designated specifically for law enforcement purposes, a bidding process is not required.

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 is being considered for approval by the City Council.

FUNDING SOURCE:

ORG and Object Number
05010000-706103

Available Budget	**Purchase Amount**	**After Encumber**
$413,524.12	$83,262.00	$330,262.12

ACTION ALTERNATIVES:
1. Approved.
2. Do not approve.
3. Other actions as directed by Council.

ATTACHMENTS:
230105_CONTRACT_Technology_New_In_Blue
TIPS-USA Vendor Profile - NEW IN BLUE
Resolution No. - 2025-426 - New In Blue Ticket Writing

TIPS VENDOR AGREEMENT

TIPS RFP 230105 Technology Solutions, Products, and Services

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

New In Blue Inc.

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS "(TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

    Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

    Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

    Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION,**

INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 13 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.**

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 13 and 14 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the

Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole

discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. **Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. **Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. **Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. **Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. **Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. **Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education

Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230105 Technology Solutions, Products, and Services

Vendor Name: New In Blue Inc

Vendor Address: 1720 S Edmonds Ln. Ste 206

City: Lewisville State: Texas Zip Code: 75067

Vendor Authorized Signatory Name: Navin Raman

Vendor Authorized Signatory Title: Sales Support Manager

Vendor Authorized Signatory Phone: (469) 500-6666

Vendor Authorized Signatory Email: navin.raman@newinblue.com

Vendor Authorized Signature: NAVINTHIRA RAMAN Digitally signed by NAVINTHIRA RAMAN Date: 2023.02.15 11:04:10 -06'00' Date: 02/15/2023

(*The following is for TIPS completion only*)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 11/26/2024



230105
New In Blue
Supplier Response

Event Information

Number: 230105
Title: Technology Solutions, Products, and Services
Type: Request for Proposal
Issue Date: 1/5/2023
Deadline: 2/17/2023 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES ("200105"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR TECHNOLOGY OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200105.

IF YOU HOLD A TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT OTHER THAN 200105 AND YOU CHOOSE TO RESPOND HEREIN, YOUR EXISTING TIPS

"TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT WILL BE TERMINATED AND REPLACED BY THIS CONTRACT.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200105 WHICH COVERS ALL OF YOUR TECHNOLOGY OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS OR REPLACE YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

New In Blue Information

Contact: Navin Raman
Address: 1720, S Edmonds Lane,
Ste 206
Lewisville, TX 75067
Phone: (877) 275-7694 x217
Email: navin.raman@newinblue.com
Web Address: www.newinblue.com

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

Navin Raman
Signature

navin.raman@newinblue.com
Email

Submitted at 2/16/2023 03:58:37 PM (CT)

Requested Attachments

Pricing Form 1 230105 Pricing Form 1.xlsx

Pricing Form 1 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2 230105 Pricing Form 2.xlsx

Pricing Form 2 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Alternate or Supplemental Pricing Documents *No response*

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Agreement 230105 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form 230105 Vendor Agreement Signature Form.pdf

The Vendor Agreement Signature Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Form 230105 Reference Form.xls

The Reference Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form 230105 Required Confidentiality Claim Form.pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire - Form CIQ *No response*

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled “Conflict of Interest Questionnaire Requirement” immediately followed by an Attribute entitled “Conflict of Interest Questionnaire Requirement – Form CIQ – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Disclosure of Lobbying Activities - Standard Form - LLL *No response*

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, “2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Current Form W-9 W9 ADC 2023 Signed.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only) *No response*

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only) *No response*

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only) *No response*

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location.
These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only) *No response*

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Bid Attributes

1	**Disadvantaged/Minority/Women Business & Federal HUBZone** Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

New in Blue develops comprehensive technology platforms with the power to shape the future of law enforcement — streamlining operations with a fresh approach to enhance first responder safety, bolster efficiency, provide quicker interventions, and build stronger community relationships that keep society safe. Our solutions are compliant with state and federal reporting mandates, providing public safety agencies real-time information at their fingertips, instant data sharing across disciplines and jurisdictions, and intelligence-led responses, so help arrives faster and more prepared. They operate seamlessly together through an integrated workflow; we would love to speak with you to help you choose the one solution that will best benefit your department today, or how this combination of cutting-edge technology can deliver the highest level of efficiency and efficacy. Led by a retired chief of police and municipal executive, New In Blue possesses a unique understanding of the challenges that our first responders face. We have the ability to bring forward solutions that shape the future of law enforcement with emerging technologies that support new concepts of operations and enhance community relationships to drive engagement and safeguard our communities.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Navin Raman

7 Primary Contact Title

Primary Contact Title

Sales Support Manager

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

navin.raman@newinblue.com

9	**Primary Contact Phone** Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. 4695006666
10	**Primary Contact Fax** Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). 8777679747
11	**Primary Contact Mobile** Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). 4695006666
12	**Secondary Contact Name** Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract. Mansur Plumber
13	**Secondary Contact Title** Secondary Contact Title CTO
14	**Secondary Contact Email** Please enter a valid email address that will definitely reach the Secondary Contact. mansur@newinblue.com
15	**Secondary Contact Phone** Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. 6824290468
16	**Secondary Contact Fax** Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). *No response*

17	**Secondary Contact Mobile** Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). *No response*
18	**Administration Fee Contact Name** Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract. Aziz Plumber
19	**Administration Fee Contact Email** Please enter a valid email address that will definitely reach the Administration Fee Contact. aziz@adcompsystems.com
20	**Administration Fee Contact Phone** Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). 9724363900
21	**Purchase Order and Sales Contact Name** Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract. Mike Wilson
22	**Purchase Order and Sales Contact Email** Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact. mike@newinblue.com
23	**Purchase Order and Sales Contact Phone** Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). 6824290468
24	**Company Website** Company Website (Format - www.company.com) www.newinblue.com
25	**Entity D/B/A's and Assumed Names** You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9. In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award. *No response*

26 **Primary Address**

Primary Address

1720 S Edmonds Lane, Suite 206

27 **Primary Address City**

Primary Address City

Lewisville

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

Texas

29 **Primary Address Zip**

Primary Address Zip

75067

30 **Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

Payment Kiosks, Jail Kiosks, Court Payment Kiosks, Traffic Ticket Writer, Digital Ticket Writer, Online Payments, Municipal Online Payments, Municipal Payments, Municipal Pay By Phone, Municipal ERP, Text Message Notifications, Court Management System, Virtual Court, Remote Magistrate.

31 **Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

Yes

32 **Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

Lewisville

33 **Vendor's Principal Place of Business (State)**

In what state is Vendor's principal place of business located?

Texas

34 **Vendor's Years in Business**

How many years has the business submitting this proposal been operating in its current capacity and field of work?

2

35	**Certification Regarding Entire TIPS Agreement** Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. Does Vendor agree? Yes
36	**Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)** **Please read thoroughly and carefully as an error on your response can render your contract award unusable.** TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing. ***What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?*** Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied. **Example:** In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00. If you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below. ***What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?*** 3%

37 **Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes

38 **Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

Yes

39 **"Catalog Pricing" and Pricing Requirements**

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

A. is regularly maintained by the manufacturer or Vendor of an item; and

B. is either published or otherwise available for review by TIPS or a customer during the purchase process;

C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

40 **EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes

41 **TIPS Sales Reporting Requirements**

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

42	**TIPS Administration Fee Requirement and Acknowledgment** **This is a requirement of the TIPS Contract and is non-negotiable.** The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.
43	**TIPS Member Access to Vendor Proposal & Documentation** **This is a requirement of the TIPS Contract and is non-negotiable.** Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.
44	**Non-Collusive Bidding Certificate** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this proposal, the Vendor certifies that: 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

45	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein; (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law; (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.
46	**Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272** **This is a requirement of the TIPS Contract and is non-negotiable.** Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work. By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.
47	**Required Confidentiality Claim Form** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form. If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

48 **Non-Discrimination Statement and Certification**

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☑ Yes, I certify (Yes)

49 **Limitation of Vendor Indemnification and Similar Clauses**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with ''to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☑ Yes, I Agree (Yes)

50 **Alternative Dispute Resolution Limitations**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes

51 **No Waiver of TIPS Immunity**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees (Yes)

52 **Payment Terms and Funding Out Clause**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees (Yes)

53 **Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes

54 **Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include 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 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.

When applicable, does Vendor certify?

Yes

55	**Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)** Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this certification, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor. When applicable, does Vendor certify? Yes

56	**Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)** If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, 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 this contract against a firearm entity or firearm trade association. For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.” “Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.” When applicable, does Vendor certify? Yes

57	**Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)** If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.” Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member. When applicable, does Vendor certify? Yes

58 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action 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).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes

59 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), 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 of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states, "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.”

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

60 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

No response

61 **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes

62 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

63 **Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes

65 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

66 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

67	**Suspension or Debarment Certification** Read the instructions in the attribute above and then answer the following accurately. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Does Vendor certify? Yes

68	**Vendor Certification of Criminal History - Texas Education Code Chapter 22** Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law. **DEFINITIONS** **Covered employees:** Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. **Disqualifying criminal history:** Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. **Vendor certifies:** **NONE (Section A):** None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement. **OR** **SOME (Section B):** Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity. Which option does Vendor certify? None

69	**Certification Regarding "Choice of Law" Terms with TIPS Members** Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
70	**Certification Regarding "Venue" Terms with TIPS Members** Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
71	**Certification Regarding "Automatic Renewal" Terms with TIPS Members** Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes

72	**Certification Regarding "Indemnity" Terms with TIPS Members** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
73	**Certification Regarding "Arbitration" Terms with TIPS Members** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
74	**2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION** TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor. Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.** If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

75	**2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds** This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members. If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds? Yes
76	**2 CFR Part 200 or Federal Provision - Contracts** Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 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. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Does vendor agree? Yes
77	**2 CFR Part 200 or Federal Provision - Termination** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS. Does vendor agree? Yes

78	**2 CFR Part 200 or Federal Provision - Clean Air Act** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 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 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes
79	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors 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 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Does Vendor agree? Yes

80	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued** Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. **The undersigned certifies, to the best of his or her knowledge and belief, that:** (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly. Does Vendor certify that it has NOT lobbied as described herein? Yes
81	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued** If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.
82	**2 CFR Part 200 or Federal Provision - Federal Rule** Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify compliance? Yes

83	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with these provisions? Yes
84	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the 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 of 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. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes

85	**2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions** As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber. Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Does Vendor Certify? Yes

86 **2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications**

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes

87 **2 CFR Part 200 or Federal Provision - Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes

88 **2 CFR Part 200 or Federal Provision - Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must 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."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes

89	**2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance** Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable. Does Vendor certify? Yes
90	**2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act. Does Vendor certify? Yes

91 **2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records**

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

92 **2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes

93	**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? Yes
94	**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations** For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify? Yes
95	**2 CFR Part 200 or Federal Provision - Record Retention Requirements** For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed. Does Vendor certify? Yes
96	**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. Yes

97	**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** **Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.** Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. Does Vendor certify? Yes
98	**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY** By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers. Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 230105 Technology Solutions, Products, and Services	New In Blue Inc.

TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact Name	Valid Contact Email	Valid Contact Phone
Example: ABC University	Director John Doe	jdoe@abcuniverisity.edu	800-111- 2222
City of Rockport, Texas - Police Department	Nikki Yarnall	nyarnall@cityofrockport.com	361-790-1101
City of Reno, Texas	Monica Parsons	monica.parsons@renotx.gov	817-221-2500 x112
City of Edcouch, Texas	Victor Hugo De La Cruz	citymanager@cityofedcouch.org	(956) 262-2140

TIPS CONTRACT 230105

REQUIRED CONFIDENTIALITY CLAIM FORM

(*VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION*)

Vendor Entity Name: New In Blue Inc.

Vendor Authorized Signatory Name: Navin Raman

Vendor Authorized Signatory Title: Sales Support Manager

Vendor Authorized Signatory Email: navin.raman@newinblue.com

Vendor Address: 1720 S Edmonds Ln. Ste 206

City: Lewisville State: Texas Zip Code: 75067

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(*VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM*)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: NAVINTHIRA RAMAN Digitally signed by NAVINTHIRA RAMAN Date: 2023.02.15 11:22:06 -06'00'

The Interlocal Purchasing System
Purchasing Made Personal

AWARDED VENDOR

Printed 11 February 2025

www.newinblue.com

NEWinBLUE
Technology by cops for cops

New In Blue

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM
PO MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER

PAYMENT TO		TIPS CONTACT	
ADDRESS	1720 S Edmonds Lane, Suite	NAME	Charlie Martin
CITY	Lewisville	PHONE	(866) 839-8477
STATE	TX	FAX	(866) 839-8472
ZIP	75067	EMAIL	tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WV | WY

Overview

New in Blue develops comprehensive technology platforms with the power to shape the future of law enforcement — streamlining operations with a fresh approach to enhance first responder safety, bolster efficiency, provide quicker interventions, and build stronger community relationships that keep society safe. Our solutions are compliant with state and federal reporting mandates, providing public safety agencies real-time information at their fingertips, instant data sharing across disciplines and jurisdictions, and intelligence-led responses, so help arrives faster and more prepared. They operate seamlessly together through an integrated workflow; we would love to speak with you to help you choose the one solution that will best benefit your department today, or how this combination of cutting-edge technology can deliver the highest level of efficiency and efficacy. Led by a retired chief of police and municipal executive, New In Blue possesses a unique understanding of the challenges that our first responders face. We have the ability to bring forward solutions that shape the future of law enforcement with emerging technologies that support new concepts of operations and enhance community relationships to drive engagement and safeguard our communities.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
230105	Technology Solutions Products and Services	05/31/2028	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

230105

Navin Raman	Sales Support	(469) 500-6666	navin.raman@newinblue.com
Mansur Plumber	CTO	(682) 429-0468	mansur@newinblue.com

RESOLUTION NO. 2025-426

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE EXECUTION OF A ONE-YEAR AGREEMENT WITH AUTOMATIC ANNUAL RENEWAL FOR THE PURCHASE OF NEW IN BLUE TICKET WRITING AND REVIEW THE BLUE SOFTWARE, IN AN AMOUNT NOT TO EXCEED $84,000.00 FOR THE INITIAL YEAR AND IN AN AMOUNT NOT TO EXCEED $24,000.00 EACH YEAR THEREAFTER; AUTHORIZING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council seeks to enhance its ticket writing and review processes through the implementation of the New In Blue Ticket Writing and Review The Blue Software; and

WHEREAS, the City Council finds that entering into a one-year agreement, with an automatic renewal each year, is in the best interest of the City and its law enforcement operations; and

WHEREAS, the total expenditure for this agreement shall not exceed $84,000.00 in the initial year and in an amount not to exceed $24,000.00 each year thereafter; and

WHEREAS, the City Council authorizes the City Manager to execute all necessary documents related to this agreement.

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 approves and authorizes the execution of a one-year agreement with automatic annual renewal for the purchase of New In Blue Ticket Writing and Review The Blue Software in an amount not to exceed $84,000.00 for the initial year and not to exceed $24,000.00 for each year thereafter.

SECTION 2. That the City Council for the City of Duncanville authorizes the City Manager to execute all necessary documents related to this agreement on behalf of the City of Duncanville.

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 18th day of February, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

New In Blue - Services Authorization Agreement

THIS AGREEMENT is made between the *City of Duncanville , TX* (hereinafter **CLIENT**) located at ***203*** *E Wheatland Rd, Duncanville, TX* ***75116*** and *New In Blue INC.* (hereinafter **NIB)** located at ***1720*** *S. Edmonds Lane Suite* ***206*** *Lewisville, Texas* ***75067***. NIB and CLIENT may be referred to individually as PARTY or collectively as PARTIES.

NIB and the CLIENT agree to the following terms and conditions: NIB will provide the PRODUCTS and SERVICES, that are selected in Annexure A attached herewith, that will be used by the CLIENT and their end- users.

TERM OF AGREEMENT: The term for NIB PRODUCTS and SERVICES will commence on the Effective Date and will remain in effect for one (1) year from the date of the first Live transaction through the PRODUCT and/or SERVICE. Thereafter, the term will automatically renew for additional one (1) year terms at the rate detailed in Annexure "A" unless terminated in writing by either party at least thirty (30) days prior to the end of the current term. Your right to access or use the NIB Products and Services will terminate at the end of the term for NIB Products and Services.

SUPPORT FOR TERM OF AGREEMENT Agencies will have a dedicated Project Manager throughout the Build Process and Project Life Cycle.

Once a project has been transitioned to the LIVE status, a handoff to the New in Blue Support Team occurs. During this meeting, the client is presented with our support process.

*A client is given **2** options to contact support:*

They may call support for technical assistance, by dialing (877) 778-8032, they can reach technical support by following the prompts. This is recommended if the issue is critical and they can speak with a LIVE US based representative. Support is available 24/7 x 365 by calling the number above.

If their issue is a non-critical item, they may email support by sending an email to support@newinblue.com. This is an actively monitored group email box that will be answered within 24 business hours. The email automatically will generate a case in our CRM, and the client will be notified with the case information.

a) Cases fall into 3 classifications

High - Production out, which will typically be a phone call type case.(SLA 24 Business Hours)

Medium - This is something that we need a bug, but we can work through it with a workaround solution. (SLA 5 - 10 Business Days to resolve)

Low - This is a New Feature Request or NFR, which will be provided to the agency at no additional cost. (SLA - 45 -60 Business Days to develop)

b) The Case will be assigned to the support representative after a triage has been completed.

c) The support representative will communicate with the client on the classification of the item, and the SLA to the client.

d) Communication with the client will be conducted throughout the support period until the item is resolved, and deployed to production for the client

EARLY TERMINATION: The CLIENT may terminate this agreement without cause. To terminate the agreement, the CLIENT shall provide NIB with sixty (60) days written notice.

PAYMENT OF FEES FOR USE OF NIB PRODUCTS AND SERVICES:

Associated costs for NIB for the PRODUCTS that the CLIENT selects to subscribe to or use are listed in Annexure "A".

NIB'S RESPONSIBILITIES:

1. NIB shall provide the CLIENT with PRODUCTS and SERVICES including ONLINE ACCESS to reports of activities and transactions.
2. NIB retains all ownership and intellectual property rights to the Products and Services, the NIB Software, and anything developed by us under this Agreement.
3. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only
4. NIB acknowledges that you retain all ownership and intellectual property rights to the Data.
5. All law enforcement data will be hosted in a CJIS Compliant cloud environment (Amazon Web Services – Gov Cloud).
6. The CLIENT'S employees will receive one-on-one training, timely service for any questions concerning transactions and other activities.
7. CLIENT support will be provided 24/7/365 to address all concerns in a timely manner and ensure limited downtime.

THE CLIENT'S RESPONSIBILITIES:

1. The CLIENT shall provide NIB with API information for NIB's products to integrate with their Court and Police Systems.
2. The Client shall make timely payments on all invoices for Products and Services received.

CONFIDENTIALITY And NON-DISCLOSURE: Both parties agree that any confidential information will not be disclosed to anyone 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 Agreement.

To the extent authorized by the law, the parties may wish, from time to time, in connection with work contemplated under this Agreement, to disclose confidential information to each other ("Confidential Information"). Each party will prevent the disclosure of any of the other party's Confidential information to third parties. Information, documentation, and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with the provisions of Section 2252.907 of the Texas Government Code, the CONTRACTOR is required to make any information created or exchanged with the CITY pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional cost to the CITY.

AMENDMENTS TO AGREEMENT: Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by both parties.

GOVERNING LAW: This Agreement is governed by, and is to be construed in accordance with, the laws of the State of Texas, without regard to conflict of laws rules. Any action brought to enforce the terms of this Agreement shall be brought in the federal and state courts of Dallas County, Texas.

ANNEXURE A

Select	Service(s) Description	Startup (One-time)	ANNUAL	Remarks
	Option 3 - TICKETS ON THE GO - PLATINUM (e*Ticket Writer*) Included is eCitation, Parking, Towed Vehicle, Field Interview, Trespass, Driver's Exchange, Code Enforcement, and Animal Control. One (1) interface is included.. (ex. COURTS) Additional interfaces will be charged at $2,000 per interface ONE-TIME (ex. POLICE)	$50,723.00	$20,289.00	100% of startup cost and first year annual fee are due upon execution of this agreement.
	REVIEW THE BLUE (RTB) A survey system based on Best Practices allowing Civilians to review their interactions with LEOs.	$8,750.00	$3,500.00	100% of startup cost and first year annual fee are due upon execution of this agreement.

	Duncanville Police Department	**New In Blue**
Signature		Mike Wilson
Name	**Doug Finch**	**Mike Wilson**
Title	**CITY MANAGER**	**CEO**
Date	**02/18/2025**	**02/18/2025**

TEXAS ADDENDUM TO AGREEMENT
FOR
NEW IN BLUE - SERVICES AUTHORIZATION AGREEMENT (TICKET WRITER)
CONTRACT NUMBER 25-75067

This addendum to the **ORIGINAL AGREEMENT with** hereinafter referred to as **New in Blue, Inc.** "CONTRACTOR", with offices located at **1720 S. Edmonds Lane, Suite 206, Lewisville, Texas 75067** and is legally authorized to do business in the State of Texas, and the **City of Duncanville** ("CITY"), a Texas home rule municipal corporation, hereinafter referred to as "CITY", with offices located at 203 East Wheatland, Duncanville, Texas 75116, to be effective upon approval of the Duncanville City Council and subsequent execution of this Contract by the Duncanville City Manager or the duly authorized designee.

This Agreement amends and modifies the Proposal and Original Agreement ("**Original Agreement**") dated **February 4, 2025,** made and entered into by the parties. The following terms and conditions are added to the Original Agreement, and should a conflict arise between any of the contract documents, the terms and conditions of the addendum shall take precedence over any and all contract documents to the extent of such conflict exist. All other provisions of the Original Agreement remain in full force and effect, other than any provision added or modified by addendum.

1. Invoices

A. The CONTRACTOR shall submit invoices for services or goods rendered and completed. 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 credit card or electronic transfer of funds. The CONTRACTOR agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.

B. 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. The CONTRACTOR'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 the CONTRACTOR's invoice.

C. 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.

D. Unless otherwise expressly authorized in the Contract, the CONTRACTOR shall pass through All Subcontractor and other authorized expenses at actual cost without markup.

E. 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.

2. Payment

The CITY may withhold or set off the entire payment or part of any payment otherwise due the CONTRACTOR to such extent as may be necessary on account of:

A. third party claims, which are not covered by the insurance which the CONTRACTOR is required to pay provided the City receives notification of a valid claim or reasonable evidence indicating probable filing of such claims.
B. failure of the CONTRACTOR 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 the CONTRACTOR;
C. reasonable evidence that the CONTRACTOR'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;
failure of the CONTRACTOR to submit proper invoices, with all required attachments and supporting documentation; or
D. failure of the CONTRACTOR to comply with any material provision of the Agreement or perform the project in a satisfactory manner.
E. 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.

3. Termination

The CITY may suspend or terminate this Contract for cause or without cause at any time by giving written notice to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services, and CONTRACTOR will immediately terminate placing orders or entering into contracts for assistance, supplies, facilities, or material in connection with this contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this contract. In the event suspension or termination is-without cause, payment to CONTRACTOR, in accordance with the terms of this Contract, will be made on the basis of goods or services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all goods or services to the CITY. Should the CITY require a modification of this Contract with CONTRACTOR, and in the event the CITY and the CONTRACTOR fail to agree upon a modification to this Contract, the CITY shall have the option of terminating this Contract and the CONTRACTOR's services hereunder at no additional cost other than the payment to the CONTRACTOR, in accordance with the terms of this Contract, for the goods or services reasonably determined by CITY to be properly performed by CONTRACTOR prior to such termination date.

4. Insurance

A. CONTRACTOR shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of CONTRACTOR's employees, as required by law. CONTRACTOR 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 CONTRACTOR and CITY against liability from damages because of injuries, including death, suffered by any person or persons other than employees of CONTRACTOR, and liability for damages to property, arising from or growing out of CONTRACTOR's operations in connection with the performance of this Contract.

B. 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.

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. Indemnification for Injury and Performance

CONTRACTOR hereby agrees to protect, defend, indemnify, and hold harmless the CITY, its officers, agents, servants, and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against 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 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 negligent act, error, omission or neglect of CONTRACTOR, its officers, employees, servants, agents or subcontractor's, or anyone else under CONTRACTOR's direction and control, and arising out of, occurring in connection with, resulting from or caused by the negligent performance or failure of performance of any work or services called for by this Contract, or from conditions created by the 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, CONTRACTOR 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.

The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by CONTRACTOR under this agreement. This provision shall survive the termination of this agreement.

6. Jurisdiction, Venue, Applicable Laws

The Contract 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 Contract. The laws of the State of Texas shall govern this Contract; and venue for any action concerning this Contract 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.

7. Dispute Resolution

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.

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 the CONTRACTOR 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 the CONTRACTOR 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.

8. Business Prohibitions and Requirements

A. Prohibition on Contracts with Companies Boycott of Israel

By executing this contract, CONTRACTOR 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

CONTRACTOR 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 Contractor, 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, CONTRACTOR 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 the CONTRACTOR 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 the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. CONTRACTOR 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.

9. 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. CONTRACTOR 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 the CONTRACTOR 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.

10. Right to Inspect/Audit Records

CONTRACTOR 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 CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that CITY shall have access during normal working hours to all necessary CONTRACTOR 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 CONTRACTOR reasonable advance notice of intended audits no less than 3 business days. CONTRACTOR 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.

11. 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. The CONTRACTOR warrants that the CONTRACTOR is in compliance with IRCA during the term of this contract with the CITY. The CONTRACTOR warrants that the CONTRACTOR has included or will include a similar provision in all written contracts with any Subcontractor(s) engaged to perform services under this Contract. The CONTRACTOR 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, the CONTRACTOR will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees ("E-Verify"). The CONTRACTOR 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 the CONTRACTOR subcontracts any services described in this Agreement, The CONTRACTOR 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. The CONTRACTOR shall maintain any completed affidavit and make a copy of it available to the CITY upon request. The CONTRACTOR shall ensure that any subcontractor E-Verify affidavit becomes a part of its agreement with the subcontractor.

12. Force Majeure

The CITY of Duncanville, any Customer, and the CONTRACTOR shall not be responsible for performance under the Contract 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, the CONTRACTOR will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and the CONTRACTOR continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The CONTRACTOR shall immediately 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.

13. Confidentiality

In order to provide the deliverables to the CITY, CONTRACTOR may require access to certain of the CITY's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the CITY or its licensors consider confidential) (collectively, "Confidential Information"). CONTRACTOR acknowledges and agrees that the Confidential Information is the valuable property of the CITY and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the CITY and/or its licensors. The CONTRACTOR (including its employees, subcontractor's, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the CITY or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the CONTRACTOR promptly notifies the CITY before disclosing such information so as to permit the CITY reasonable time to seek an appropriate protective order. The CONTRACTOR agrees to use protective measures no less stringent than the CONTRACTOR uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

14. 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.

15. 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.

16. Confidentiality

In order to provide the deliverables to the CITY, CONTRACTOR may require access to certain of the CITY's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the CITY or its licensors consider confidential) (collectively, "Confidential Information"). CONTRACTOR acknowledges and agrees that the Confidential Information is the valuable property of the CITY and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the CITY and/or its licensors. The CONTRACTOR (including its employees, subcontractor's, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the CITY or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the CONTRACTOR promptly notifies the CITY before disclosing such information so as to permit the CITY reasonable time to seek an appropriate legal remedy. The CONTRACTOR agrees to use protective measures no less stringent than the CONTRACTOR uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

17. Non-Publicity

City of Duncanville and Consultant 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.

18. No Warranty by City Against Infringements

The CONTRACTOR represents and warrants to the CITY that: (i) the CONTRACTOR shall provide the CITY good and indefeasible title to the deliverables and (ii) the deliverables supplied by the CONTRACTOR in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the CONTRACTOR does not know of any valid basis for any such claims. The CONTRACTOR shall, at its sole expense, defend, indemnify, and hold the CITY harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the CITY's exercise anywhere in the world of the rights associated with the CITY's' ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the CONTRACTOR's

breach of any of CONTRACTOR's representations or warranties stated in this Contract. In the event of any such claim, the CITY shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the CITY's behalf. Further, CONTRACTOR agrees that the CITY's specifications regarding the deliverables shall in no way diminish CONTRACTOR's warranties or obligations under this paragraph and the CITY makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of CONTRACTOR.

19. Performance of Services

The CONTRACTOR represents that all services to be provided to the City of Duncanville under the Contract will be fully and timely performed with the professional skill and care ordinarily provided by competent professionals practicing under the same or similar circumstances and as may be applicable professional license and all applicable Federal, State, and local laws, rules, or regulations. The CONTRACTOR makes no warranty, express or implied, as to its professional services rendered under this agreement.

20. Byrd Anti-Lobbying Act Requirements

The CONTRACTOR 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.

21. 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, the CONTRACTOR 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).

22. Solid Waste Disposal Act

In the performance of this contract, the CONTRACTOR 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. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

23. Claims

If any claim, demand, suit, or other action is asserted against the CONTRACTOR which arises under or concerns the Contract, or which could have a material adverse effect on the CONTRACTOR's ability to perform thereunder, the CONTRACTOR shall give written notice thereof to the CITY within ten (10) calendar days after receipt of notice by the CONTRACTOR. 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.

24. Compliance with the Copeland Anti-Kickback Act

The contractor 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.

25. Prohibition on Contracting for Covered Telecommunications Equipment or Services

The CONTRACTOR 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, the CONTRACTOR shall be required to complete and submit Federal Form NDAA-899.

26. SAM.gov Registration.

CONTRACTOR 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.

27. Historically Underutilized Business Requirements

If the awarded Contractor 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.**

29. Pass Down Language Requirement

Provided the CONTRACTOR utilizes any subcontractors in performing this contract, the CONTRACTOR 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 the CONTRACTOR and the subcontractor.

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS CONTRACT, SUCH A PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS CONTRACT. THIS CONTRACT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF DRAFTING OR PREPARATION HEREOF.

This Contract may be executed in multiple counterparts, including by fax or email, each an original, but all considered part of one Contract. The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed original for all legal purposes. IN WITNESS WHEREOF, the parties of these presents have executed this contract in the year and day first above written.

CITY OF DUNCANVILLE, TEXAS	**NEW IN BLUE, INC.**
Signature	**Signature**
Doug Finch, City Manager	**Mike Wilson, CEO**
Date	**Date**
972-780-5058	
Phone Number	**Phone Number**
purchasing@duncanvilletx.gov	
Email Address	**Email Address**

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER_____

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</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.**

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 ☐ **I have no Conflict of Interest to disclose.**

5

_____ _____

Signature of vendor doing business with the governmental entity Date

<u>form even if "None" entered in boxes 3, 4, & 6.</u>

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 the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The CONTRACTOR 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, _____(Person name), the undersigned representative of (Company or Business name)_____ _____ _____(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 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)

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 18 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 zoning designation for the subject property is General Office/Retail (GOR). Within this zoning designation, a hotel requires approval of a Specific Use Permit (SUP). The Comprehensive Plan future land use recommendation for this property is retail/commercial. According to the Comprehensive Plan, retail/commercial establishments have goods for purchase by the public and generate sales tax revenue. Retail uses require high visibility locations such as along arterial roadways. Examples of retail uses include clothing stores, dry cleaners, and branch banks. Commercial uses are more intense than retail establishments, yet they also provide goods and services for the public. Examples of commercial establishments include hotels, restaurants, and big box retailers. Thus, the proposed use of Residence Inn, a Marriott brand, for the first development phase would align with the recommendations of the current adopted Comprehensive Plan.

According to the Purchase Sale Agreement, the property will not be sold to the buyer until there is a mutually acceptable redevelopment plan for the entire site. The plan must obtain City Council approval. The buyer has 180 days to assemble a master redevelopment plan for the parcel and present it to the city for consideration and approval.

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
Duncanville.PSA.KKMDInvestments LLC 4923-2335-4650 v.1

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 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

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"); and, subject to the deed restrictions for nonpermitted uses on the Property as set forth herein.

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;

3.310. As a condition precedent to the closing, the developer shall provide a Development Plan for the entire site, obtain the necessary zoning or land use regulation(s) necessary to use, construct, and maintain the property; and, agree to a list of non-permitted uses as deed restrictions to the Property which are as follows:

a. single family residential uses
b. live-work units
c. multi-family residential uses
d. any industrial uses
e. any manufacturing use
f. assisted living
g. drive thru (only)
h. home occupation

i. adult day services
j. child care facilities
k. community center
l. driving school
m. local utility distribution lines
n. medical clinic or office or facility
o. place of worship
p. public facility, use or utility
q. school, primary or secondary (public or private)
r. wireless communication tower
s. country club
t. park, public or private
u. appliance rental and repair
v. funeral home
w. pawn shop
x. personal care
y. plumbing shop
z. postal mart
aa. retail convenience store w and w/o restaurant)
bb. sign
cc. tattoo
dd. tobacco
ee. animal services
ff. furniture repair
gg. laundry
hh. laundry mat
ii. sign manufacturing
jj. auto repair
kk. car wash
ll. fuel station
mm. parking lot

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") with agreed to deed restrictions as set forth herein; 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. <u>Seller's Covenants</u>.

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 - 18 Feb 2025

TITLE:
City Council to receive a briefing on proposed Charter amendment(s)

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:
Kevin Hugman, Interim Assistant City Manager

BACKGROUND/HISTORY:
The City Council received a briefing from City Attorney Bob Hager on December 17, 2024 regarding the procedures for amending the City Charter. At its regular meeting of January 4, 2025, the City Council received a briefing from City Manager Douglas Finch regarding the possible creation of a Charter Amendment Committee to review the City Charter and make recommendations for changes to the City Council. At that meeting, the City Council indicated its desire to consider a proposition amending the term limits of the mayor and councilmembers from two year terms to three year terms.

POLICY EXPLANATION:
Council to be briefed on the proposed language for a proposition to amend the Duncanville City Charter Article II "The Council," and Article VII "Nominations and Elections" to change the terms of the mayor and council members from two-year terms to three-year terms, and defining the years in which elections for each office will be held.

Per the Texas Secretary of State Election Date calendar, the last day to order a General Election or an Election on a Measure for the November 4, 2025 Uniform Election Day is Monday, August 18, 2025. Charter amendment proposition elections cannot be held more often than every two years.

FUNDING SOURCE:

ORG and Object Number

NA

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

ACTION ALTERNATIVES:

1. Discussion and other actions as directed by Council.

STAFF REPORT

MEETING: City Council - 18 Feb 2025

TITLE:
Receive Police Department 2024 Racial Profiling Report.

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:
Adrian Tijerina; Assistant Chief of Police

BACKGROUND/HISTORY:
The Texas Code of Criminal Procedure mandates all law enforcement agencies in the state to collect, analyze, and report on data related to racial profiling, relative to traffic stops by law enforcement officers. In compliance with those statutes, the Duncanville Police Department (DPD) collects data on every motor vehicle stop that results in a warning, citation, or arrest. As in previous years, DPD has contracted with the Research Justice Institute to analyze the data collected and prepare the annual report on racial profiling. The analysis and report were prepared by Dr. Chad Trulson, working in conjunction with Dr. Eric Fritsch, Chair of the Department of Criminal Justice at the University of North Texas.

The analysis shows that DPD is in full compliance with all relevant Texas laws concerning racial profiling.

POLICY EXPLANATION:
Texas Code of Criminal Procedure Article 2.131 prohibits peace officers from engaging in racial profiling. Articles 2.132 through 2.1385 require law enforcement agencies to develop a written policy meeting certain requirements, provide training and education to officers employed by the agency, provide a complaint and public education process, collect mandated data, report that data to the Texas Commission on Law Enforcement, analyze the data, provide a report to the governing body of the municipality, and prescribe penalties for the chief administrator of any law enforcement agency that is not in compliance with any of the aforementioned provisions.

FUNDING SOURCE:

ORG and Object Number
Police Admin 01055000 - Professional Fees 708103

Available Budget	**Purchase Amount**	**After Encumber**
$2,500.00	$2,500.00	$0.00

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
Cover Letter
Final 2024 Racial Profiling Report Duncanville PD
TCOLE Full Racial Profiling Report

Duncanville
City of Champions

February 18, 2025

To: Honorable Greg Contreras, Mayor
Duncanville City Council

From: Adrian Tijerina, Assistant Chief of Police

CC: Mr. Douglas Finch, City Manager

RE: 2024 Annual Racial Profiling Report

The Duncanville Police Department's 2024 Racial Profiling Comparative Analysis report is attached. Justice Research Consultants performed the analysis under the direction of Dr. Eric J. Fritsch. Should you have any questions about the analysis or methodology of the report, Dr. Fritsch may be contacted by phone at (940) 453-0278 or by email at fritsch@jrcresearch.com.

The Executive Summary of the analysis identifies six bullet statements critical to the analysis. The bullet statements indicate that the Duncanville Police Department fully complies with all statutory requirements regarding policy formulation, training, public education, and complaint filing and has met all mandated deadlines for compliance.

During 2024, the Duncanville Police Department received no complaints alleging racial profiling. The Duncanville Police Department takes any complaint of racial profiling very seriously, and any such allegations are thoroughly investigated to ensure fair and equitable law enforcement of citizens with whom our personnel contact during stops. Supervisors routinely review randomly selected audio/video recordings of traffic stops as a quality assurance measure. Additionally, all sworn members of the Department completed comprehensive racial profiling training during 2024.

This analysis will be available on the City of Duncanville's website and at the Duncanville Public Library in the current events section.

203 E. Wheatland Road I Duncanville, Texas 75116 I
Office of the Chief of Police (972) 780-4905 I atijerina@duncanvillepd.com

As required by statute, both the Full Report data from our 2024 Racial Profiling Report as well as this Comparative Analysis have been uploaded to the Texas Commission on Law Enforcement (TCOLE) website.

Please feel free to contact me with any questions or concerns regarding this analysis.

Adrian Tijerina
Assistant Chief of Police

203 E. Wheatland Road I Duncanville, Texas 75116 I
Office of the Chief of Police (972) 780-4905 I atijerina@duncanvillepd.com

DUNCANVILLE
POLICE DEPARTMENT

2024

RACIAL PROFILING ANALYSIS

PREPARED BY:

Eric J. Fritsch, Ph.D.
Chad R. Trulson, Ph.D.
Justice Research Consultants, LLC

Executive Summary

Article 2.132-2.134 of the Texas Code of Criminal Procedure (CCP) requires the annual reporting to the local governing body of data collected on motor vehicle stops in which a ticket, citation, or warning was issued and to arrests made as a result of those stops, in addition to data collection and reporting requirements. Article 2.134 of the CCP directs that "a comparative analysis of the information compiled under 2.133" be conducted, with specific attention to the below areas:

1. evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;
2. examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;
3. evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and
4. information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

The analysis of material and data from the Duncanville Police Department revealed the following:

- **A COMPREHENSIVE REVIEW OF THE DUNCANVILLE POLICE DEPARTMENT REGULATIONS, SPECIFICALLY POLICY 401 OUTLINING THE DEPARTMENT'S POLICY CONCERNING RACIAL PROFILING, SHOWS THAT THE DUNCANVILLE POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH ARTICLE 2.132 OF THE TEXAS CODE OF CRIMINAL PROCEDURE.**

- **A REVIEW OF THE INFORMATION PRESENTED AND SUPPORTING DOCUMENTATION REVEALS THAT THE DUNCANVILLE POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH TEXAS LAW ON TRAINING AND EDUCATION REGARDING RACIAL PROFILING.**

- **A REVIEW OF THE DOCUMENTATION PRODUCED BY THE DEPARTMENT IN BOTH PRINT AND ELECTRONIC FORM REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE RACIAL PROFILING COMPLAINT PROCESS AND PUBLIC EDUCATION ABOUT THE COMPLAINT PROCESS.**

- **ANALYSIS OF THE DATA REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE COLLECTION OF RACIAL PROFILING DATA.**

- **THE DUNCANVILLE POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW CONCERNING THE REPORTING OF INFORMATION TO TCOLE.**

- **THE DUNCANVILLE POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW REGARDING CCP ARTICLES 2.132-2.134.**

Introduction

This report details an analysis of the Duncanville Police Department's policies, training, and statistical information on racial profiling for the year 2024. This report has been prepared to specifically comply with Articles 2.132, 2.133, and 2.134 of the Texas Code of Criminal Procedure (CCP) regarding the compilation and analysis of traffic stop data. Specifically, the analysis will address Articles 2.131 – 2.134 of the CCP and make a determination of the level of compliance with those articles by the Duncanville Police Department in 2024. The full copies of the applicable laws pertaining to this report are contained in Appendix A.

This report is divided into six sections: (1) Duncanville Police Department's policy on racial profiling; (2) Duncanville Police Department's training and education on racial profiling; (3) Duncanville Police Department's complaint process and public education on racial profiling; (4) analysis of Duncanville Police Department's traffic stop data; (5) additional traffic stop data to be reported to TCOLE; and (6) Duncanville Police Department's compliance with applicable laws on racial profiling.

For the purposes of this report and analysis, the following definition of racial profiling is used: racial profiling means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity (Texas CCP Article 3.05).

Duncanville Police Department Policy on Racial Profiling

A review of Duncanville Police Department Policy 401 (Bias-Based Policing) revealed that the department has adopted policies to be in compliance with Article 2.132 of the Texas CCP. Duncanville Police Department Policy 401 is included in Appendix B. There are seven specific requirements mandated by Article 2.132 that a law enforcement agency must address. All seven are clearly covered in Policy 401. Duncanville Police Department regulation provides clear direction that any form of racial profiling is prohibited and that officers found engaging in inappropriate profiling may be disciplined and face corrective action. The regulation also provides a very clear statement of the agency's philosophy regarding equal treatment of all persons regardless of race or ethnicity. Appendix C lists the applicable statute and corresponding Duncanville Police Department regulation.

A COMPREHENSIVE REVIEW OF DUNCANVILLE POLICE DEPARTMENT POLICY 401 SHOWS THAT THE DUNCANVILLE POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH ARTICLE 2.132 OF THE TEXAS CODE OF CRIMINAL PROCEDURE.

Duncanville Police Department Training and Education on Racial Profiling

Texas Occupation Code § 1701.253 and § 1701.402 require that curriculum be established and training certificates issued on racial profiling for all Texas Peace Officers. Information provided by Duncanville Police Department reveals that racial profiling training and certification is current for all officers in the department. In addition to the mandated training that all Texas Peace Officers receive during their academy training, the Duncanville Police Department provided department-wide training that covers Implicit Bias and Diversity in the Workplace.

A REVIEW OF THE INFORMATION PRESENTED AND SUPPORTING DOCUMENTATION REVEALS THAT THE DUNCANVILLE POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH TEXAS LAW ON TRAINING AND EDUCATION REGARDING RACIAL PROFILING.

Duncanville Police Department Complaint Process and Public Education on Racial Profiling

Article 2.132 §(b)3-4 of the Texas Code of Criminal Procedure requires that law enforcement agencies implement a complaint process on racial profiling and that the agency provide public education on the complaint process. Duncanville Police Department Policy 401 (Section 401.8 Compliments and Complaints) covers this requirement. The department has also prepared a tri-fold pamphlet available in the Duncanville Police Department lobby and the Duncanville Public Library. The brochure is clearly written and provides detailed information on the process and whom to contact to file a complaint. Duncanville Police Department also provides the following easy to access websites for information related to Internal Affairs and complaint processes:

1. Internal Affairs: https://duncanville.hosted2.civiclive.com/cms/One.aspx?portalId=61116&pageId=71887
2. Internal Affairs Brochure: https://duncanville.hosted2.civiclive.com/common/pages/DisplayFile.aspx?itemId=118821
3. Complaint Form: https://duncanville.hosted2.civiclive.com/common/pages/DisplayFile.aspx?itemId=102012

A REVIEW OF THE DOCUMENTATION PRODUCED BY THE DEPARTMENT IN BOTH PRINT AND ELECTRONIC FORM REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE RACIAL PROFILING COMPLAINT PROCESS AND PUBLIC EDUCATION ABOUT THE COMPLAINT PROCESS.

Duncanville Police Department Statistical Data on Racial Profiling

Article 2.132(b) 6 and Article 2.133 requires that law enforcement agencies collect statistical information on motor vehicle stops in which a ticket, citation, or warning was issued and to arrests made as a result of those stops, in addition to other information noted previously. The Duncanville Police Department submitted statistical information on all motor vehicle stops in 2024 and accompanying information on the race/ethnicity of the person stopped. Accompanying this data was the relevant information required to be collected and reported by law.

ANALYSIS OF THE DATA REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE COLLECTION OF RACIAL PROFILING DATA.

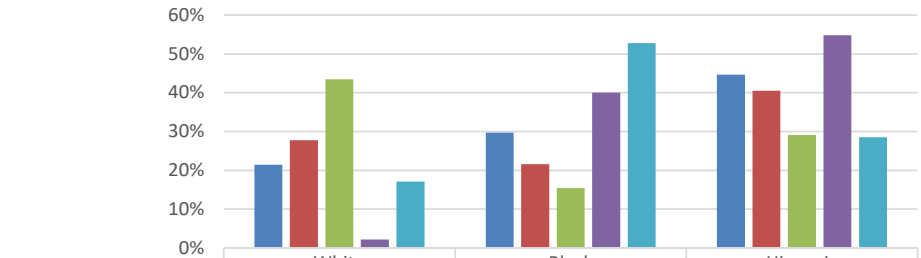
Analysis of the Data

Comparative Analysis #1:

Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities. Texas Code of Criminal Procedure Article 2.134(c)(1)(A)

The first chart depicts the percentages of people stopped by race/ethnicity among the total 7,553 motor vehicle stops in which a ticket, citation, or warning was issued, including arrests made, in 2024.[1]

Chart 1: Percentage of Motor Vehicle Stops in Comparison to Benchmarks



	White	Black	Hispanic
% City Population	21.44%	29.69%	44.63%
% County Population	27.74%	21.61%	40.48%
% Regional Population	43.43%	15.39%	29.06%
% Campus Population	2.20%	40.00%	54.80%
% Stops	17.13%	52.80%	28.52%

White drivers constituted 17.13 percent of all drivers stopped, whereas Whites constitute 21.44 percent of the city population, 27.74 percent of the county population, and 43.43 percent of the region population.[2] As an additional population comparison, White students constitute 2.20 percent of the Duncanville Independent School District (DISD) student population. [3]

[1] There were 69 motor vehicle stops where the race/ethnicity of the motorist was Asian/Pacific Islander and 48 stops where the race/ethnicity of the motorist was Alaska Native/American Indian. Due to the small number of cases relative to the population of Duncanville and the total number of motor vehicle stops in 2024 (7,553) these data are not represented in the first chart.

[2] City and County and Regional populations were derived from 2020 Decennial Census Redistricting Data (DEC) of the U.S. Census Bureau. Region is defined as the 16 county Dallas-Ft. Worth Area including the following counties: Collin, Dallas, Denton, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, Tarrant, and Wise. City and County populations by gender noted later in this report are based on 2019 American Community Survey estimates.

[3] Duncanville ISD enrollment data are based on the most recent figures reported by the Texas Tribune found at https://schools.texastribune.org/districts/duncanville-isd/.

Black drivers constituted 52.80 percent of all drivers stopped, whereas Blacks constitute 29.69 percent of the city population, 21.61 percent of the county population, 15.39 percent of the region population, and 40.00 percent of the DISD student population.

Hispanic drivers constituted 28.52 percent of all drivers stopped, whereas Hispanics constitute 44.63 percent of the city population, 40.48 percent of the county population, 29.06 percent of the region population, and 54.80 percent of the DISD student population.

The chart shows that White drivers were stopped at rates lower than the percentage of Whites found in the city, county and regional populations but higher than the percentage of Whites represented in the DISD student population. Black drivers were stopped at rates higher than the percentage of Blacks found in the city, county, regional and DISD student populations. Hispanic drivers were stopped at rates lower than the percentage of Hispanics found in the city, county, and DISD student populations but almost equal to the percentage of Hispanics in the regional population.

Methodological Issues

Upon examination of the data, it is important to note that differences in overall stop rates of a particular racial or ethnic group, compared to that racial or ethnic group's proportion of the population, cannot be used to make determinations that officers have or have not racially profiled any given individual motorist. Claims asserting racial profiling of an individual motorist from the aggregate data utilized in this report are erroneous.

For example, concluding that a particular driver of a specific race/ethnicity was racially profiled simply because members of that particular racial/ethnic group as a whole were stopped at a higher rate than their proportion of the population—are as erroneous as claims that a particular driver of a specific race/ethnicity could NOT have been racially profiled simply because the percentage of stops among members of a particular racial/ethnic group as a whole were stopped at a lower frequency than that group's proportion of the particular population base (e.g., city or county population). In short, aggregate data as required by law and presented in this report cannot be used to prove or disprove that a member of a particular racial/ethnic group was racially profiled. Next, we discuss the reasons why using aggregate data—as currently required by the state racial profiling law—are inappropriate to use in making claims that any individual motorist was racially profiled.

Issue #1: Using Group-Level Data to Explain Individual Officer Decisions

The law dictates that police agencies compile aggregate-level data regarding the *rates* at which agencies *collectively* stop motorists in terms of their race/ethnicity. These aggregated data are to be subsequently analyzed in order to determine whether or not *individual* officers are "racially profiling" motorists. This methodological error, commonly referred to as the "ecological fallacy," defines the dangers involved in making assertions about individual officer decisions based on the examination of aggregate stop data. **In short, one cannot *prove* that an *individual* officer has racially profiled any *individual* motorist based on the rate at which a department stops any given *group* of motorists.** In sum, aggregate-level data cannot be used to assess individual officer decisions, but the state racial profiling law requires this assessment.

Issue #2: Problems Associated with Population Base-Rates

There has been considerable debate as to what the most appropriate population "base-rate" is in determining whether or not racial/ethnic disparities exist. The base-rate serves as the benchmark for comparison purposes. The outcome of analyses designed to determine whether or not disparities exist is dependent on which base-rate is used. While this report utilized the most recent 2020 Census as a population base-rate, this population measure can become quickly outdated, can be inaccurate, and may not keep pace with changes experienced in city and county and regional population measures.

In addition, the validity of the benchmark base-rate becomes even more problematic if analyses fail to distinguish between residents and non-residents who are stopped. This is because the existence of significant proportions of non-resident stops will lead to invalid conclusions if racial/ethnic comparisons are made exclusively to resident population figures. **In sum, a valid measure of the driving population does not exist. As a proxy, census and school district data is used which is problematic as an indicator of the driving population.** In addition, stopped motorists who are not residents of the city, county, or region where the motor vehicle stop occurred are not included in the benchmark base-rate.

Issue #3: Officers Do Not Know the Race/Ethnicity of the Motorist Prior to the Stop

As illustrated in Table 3 near the end of this report, of the 7,553 motor vehicle stops in 2024, the officer knew the race/ethnicity of the motorist prior to the stop in 1.9% of the stops (141/7,553). This percentage is consistent across law enforcement agencies throughout Texas. An analysis of all annual racial profiling reports submitted to the Texas Commission on Law Enforcement, as required by the Texas racial profiling law found that in 2.9% of the traffic stops in Texas, the officer knew the race/ethnicity of the motorist prior to the stop.[4] The analysis included 1,186 Texas law enforcement agencies and more than 3.25 million traffic stops.

As noted, the legal definition of racial profiling in the Texas Code of Criminal Procedure Article 3.05 is "a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity."

Almost always, Duncanville PD officers do not know the race/ethnicity of the motorist prior to the stop. This factor further invalidates any conclusions drawn from the stop data presented in Chart 1. If an officer does not know the race/ethnicity of the motorist prior to the stop, then the officer cannot, by legal definition, be racial profiling. Racial profiling is a law-enforcement action based on the race/ethnicity of an individual. If the officer does not know the person's race/ethnicity before the action (in this case, stopping a vehicle), then racial profiling cannot occur.

Based on this factor, post-stop outcomes are more relevant for a racial profiling assessment, as presented later in this report, in comparison to initial motor vehicle stop data disaggregated by

[4] Winkler, Jordan M. (2016). *Racial Disparity in Traffic Stops: An Analysis of Racial Profiling Data in Texas*. Master's Thesis. University of North Texas.

race/ethnicity. Once the officer has contacted the motorist after the stop, the officer has identified the person's race/ethnicity and all subsequent actions are more relevant to a racial profiling assessment than the initial stop data.

In short, the methodological problems outlined above point to the limited utility of using aggregate-level comparisons of the rates at which different racial/ethnic groups are stopped in order to determine whether or not racial profiling exists within a given jurisdiction.

Table 1 reports the summaries for the total number of motor vehicle stops in which a ticket, citation, or warning was issued, and to arrests made as a result of those stops, by the Duncanville Police Department in 2024. Table 1 and associated analyses are utilized to satisfy the comparative analyses as required by Texas law, and in specific, Article 2.134 of the CCP.

Comparative Analysis #2:

Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction. Texas Code of Criminal Procedure Article 2.134(c)(1)(B)

As shown in Table 1, there were a total of 7,553 motor vehicle stops in 2024 in which a ticket, citation, or warning was issued. The table also shows arrests made as a result of those stops. Roughly 76 percent of stops resulted in a **verbal warning** (5,721/7,553) and roughly 18 percent resulted in a citation. These result of stops actions accounted for roughly 94 percent of all stops outcomes and will be the focus of the discussion below.

Specific to **verbal warnings**, White motorists received a verbal warning in roughly 80 percent of stops involving White motorists (1,034/1,294), Black motorists received a verbal warning in roughly 75 percent of stops of Black motorists, and Hispanic motorists received a verbal warning in roughly 75 percent of stops of Hispanic motorists.

Specific to **citations**, White motorists received a citation in roughly 15 percent of stops involving White motorists (194/1,294), Black motorists received a citation in roughly 19 percent of stops of Black motorists, and Hispanic motorists received a citation in roughly 20 percent of stops of Hispanic motorists.

Relative to all arrest totals [**Citation and Arrest** (61) **+ Arrest** (187)], White motorists were arrested in 2.8 percent of stops involving White motorists (36/1,294), Black motorists were arrested in 4.2 percent of stops involving Black motorists, and Hispanics were arrested in 1.9 percent of stops involving Hispanic motorists.

Most arrests were based on either an **outstanding warrant** (80.2%; 199/248) or a **violation of the penal code** (14.5%; 36/248).

Finally, as presented in Table 1, **physical force resulting in bodily injury** occurred in one stop in 2024. In this stop, the officer was injured.

Table 1: Traffic Stops and Outcomes by Race/Ethnicity

Stop Table	White	Black	Hispanic /Latino	Asian /Pacific Islander	Alaska Native /American Indian	Total
Number of Stops	1,294	3,988	2,154	69	48	7,553
Gender						
Female	469	1,786	780	23	15	3,073
Male	825	2,202	1,374	46	33	4,480
Reason for Stop						
Violation of Law	18	50	24	2	0	94
Preexisting Knowledge	21	105	52	0	1	179
Moving Traffic Violation	770	2,583	1,462	54	29	4,898
Vehicle Traffic Violation	485	1,250	616	13	18	2,382
Result of Stop						
Verbal Warning	1,034	2,978	1,615	60	34	5,721
Written Warning	30	96	67	0	0	193
Citation	194	748	432	7	10	1,391
Written Warning and Arrest	0	0	0	0	0	0
Citation and Arrest	6	42	11	1	1	61
Arrest	30	124	29	1	3	187
Arrest Based On						
Violation of Penal Code	5	28	3	0	0	36
Violation of Traffic Law	3	5	5	0	0	13
Violation of City Ordinance	0	0	0	0	0	0
Outstanding Warrant	28	133	32	2	4	199
Physical Force Resulting in Bodily Injury Used?						
No	1,294	3,987	2,154	69	48	7,552
Yes	0	1	0	0	0	1

Comparative Analysis #3:

Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches. Texas Code of Criminal Procedure Article 2.134(c)(1)(C)

In 2024, a total of 307 **searches** of motorists were conducted, or roughly 4 percent of all stops resulted in a search (307/7,553). Among searches within each racial/ethnic group, White motorists were searched in 3.4 percent of all stops of White motorists (44/1,294), Black motorists were searched in 4.7 percent of all stops of Black motorists, and Hispanic motorists were searched in 3.1 percent of all stops of Hispanic motorists.

As illustrated in Table 2, the most common reason for a search was probable cause (36.2%; 111/307). Among **searches based on probable cause** within each racial/ethnic group, White motorists were searched based on probable cause in roughly 36 percent of all searches of White motorists (16/44), Black motorists were searched based on probable cause in roughly 42 percent of all searches of Black motorists, and Hispanic motorists were searched based on probable cause in roughly 23 percent of all searches of Hispanic motorists.

As illustrated in Table 2, the second most common reason for a search was incident to arrest (30.0%; 92/307). Among **searches incident to arrest** within each racial/ethnic group, White motorists were searched incident to arrest in roughly 32 percent of all searches of White motorists (14/44), Black motorists were searched incident to arrest in roughly 28 percent of all searches of Black motorists, and Hispanic motorists were searched incident to arrest in roughly 33 percent of all searches of Hispanic motorists.

It is noted that only 9 searches (see Table 2) in 2024 were based on consent, which are regarded as discretionary as opposed to non-discretionary searches. Relative to the total number of stops (7,553), discretionary consent searches occurred in 0.12 percent of stops.

Among **consent searches** within each racial/ethnic group, White motorists were searched based on consent in roughly 5 percent of all searches of White motorists (2/44), Black motorists were searched based on consent in roughly 3 percent of all searches of Black motorists, and Hispanic motorists were searched based on consent in roughly 3 percent of all searches of Hispanic motorists.

Of the searches that occurred in 2024, and as shown in Table 2, **contraband was discovered** in 85 or roughly 28 percent of all searches (85/307 total searches). Among the searches in which contraband was discovered, the majority of the time the contraband discovered was drugs.[5] Finally, as illustrated in Table 2, when contraband was discovered, motorists were arrested roughly 31 percent of the time (26/85).

[5] Note that in Table 2 contraband was discovered in 85 searches, but the total under "Description of Contraband" equals 103. This results because more than one form of contraband can be discovered in a single search.

Table 2: Searches and Outcomes by Race/Ethnicity

Search Table	White	Black	Hispanic /Latino	Asian /Pacific Islander	Alaska Native /American Indian	Total
Search Conducted						
Yes	44	189	66	3	5	307
No	1,250	3,799	2,088	66	43	7,246
Reason for Search						
Consent	2	5	2	0	0	9
Contraband in Plain View	1	2	1	0	0	4
Probable Cause	16	80	15	0	0	111
Inventory	11	50	26	1	3	91
Incident to Arrest	14	52	22	2	2	92
Was Contraband Discovered						
Yes	14	58	13	0	0	85
No	30	131	53	3	5	222
Description of Contraband						
Drugs	11	51	10	0	0	72
Weapons	4	10	0	0	0	14
Currency	1	2	0	0	0	3
Alcohol	1	1	2	0	0	4
Stolen Property	1	2	0	0	0	3
Other	2	4	1	0	0	7
Did Discovery of Contraband Result in Arrest?						
Yes	6	19	1	0	0	26
No	8	39	12	0	0	59

Comparative Analysis #4:

Information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. Texas Code of Criminal Procedure Article 2.134(c)(2)

In 2024, internal records indicate that the Duncanville Police Department received no complaints alleging that a peace officer employed by the agency engaged in racial profiling.

Additional Analysis:

Statistical analysis of motor vehicle stops relative to the gender population of the agency's reporting area. This analysis is presented in the report based on a December 2020 email sent from TCOLE to law enforcement executives in Texas.

In 2024, 7,553 motor vehicle stops were made by the Duncanville Police Department. Of these stops, 3,073 or roughly 41 percent were female drivers (3,073/7,553) and roughly 59 percent were male drivers (see Table 1).

According to 2019 American Community Survey (ACS) city and county population estimates of the U.S. Census Bureau, the City of Duncanville was composed of 51.4 percent females and 48.6 percent males. County population 2019 ACS estimates indicate that females accounted for 50.7 percent of the county population and males accounted for 49.3 percent of the county population.

Overall, in 2024, males were stopped at rates higher than their proportion of the city and county populations.

Additional Information Required to be Reported to TCOLE

Table 3 provides additional information relative to motor vehicle stops in 2024 by the Duncanville Police Department. These data are required to be collected by the Duncanville Police Department under the Texas Code of Criminal Procedure Article 2.133.

As previously noted, the Duncanville Police Department received no complaints alleging that a peace officer employed by the agency engaged in racial profiling. Of the 7,553 motor vehicle stops in 2024, the officer knew the race/ethnicity of the motorist prior to the stop in 1.9% of the stops (141/7,553).

Table 3: Additional Information

Additional Information	Total
Was Race/Ethnicity Known Prior to Stop	
Yes	141
No	7,412
Approximate Location of Stop	
City Street	7,437
US Highway	59
County Road	0
State Highway	13
Private Property/Other	44
Number of Complaints of Racial Profiling	
Resulted in Disciplinary Action	0
Did Not Result in Disciplinary Action	0

Analysis of Racial Profiling Compliance by Duncanville Police Department

The foregoing analysis shows that the Duncanville Police Department is fully in compliance with all relevant Texas laws concerning racial profiling, including the existence of a formal policy prohibiting racial profiling by its officers, officer training and educational programs, a formalized complaint process, and the collection and reporting of data in compliance with the law.

In addition to providing summary reports and analysis of the data collected by the Duncanville Police Department in 2024, this report also included an extensive presentation of some of the limitations involved in the level of data collection currently required by law and the methodological problems associated with analyzing such data for the Duncanville Police Department as well as police agencies across Texas.

Appendix A
Racial Profiling Statutes and Laws

Texas Racial Profling Statutes

Art. 3.05. RACIAL PROFILING.

In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 2, eff. Sept. 1, 2001.

Art. 2.131. RACIAL PROFILING PROHIBITED.

A peace officer may not engage in racial profiling.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING.

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means the following categories:

(A) Alaska native or American Indian;

(B) Asian or Pacific Islander;

(C) black;

(D) white; and

(E) Hispanic or Latino.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information relating to:

(A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual detained consented to the search;

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;

(D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;

(E) the location of the stop; and

(F) the reason for the stop; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Texas Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

(g) On a finding by the Texas Commission on Law Enforcement that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

(h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. 3389), Sec. 25, eff. September 1, 2009.

Acts 2013, 83rd Leg., R.S., Ch. 93 (S.B. 686), Sec. 2.05, eff. May 18, 2013.

Acts 2017, 85th Leg., R.S., Ch. 173 (H.B. 3051), Sec. 1, eff. September 1, 2017.
Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.01, eff. September 1, 2017.

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE STOPS.
(a) In this article, "race or ethnicity" has the meaning assigned by Article 2.132(a).
(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:
(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:
(A) the person's gender; and
(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;
(2) the initial reason for the stop;
(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;
(4) whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence;
(5) the reason for the search, including whether:
(A) any contraband or other evidence was in plain view;
(B) any probable cause or reasonable suspicion existed to perform the search; or
(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;
(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;
(7) the street address or approximate location of the stop;
(8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and

(9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.

(c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b) to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.
Amended by:
Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. 3389), Sec. 26, eff. September 1, 2009.
Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.02, eff. September 1, 2017.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

(a) In this article:

(1) "Motor vehicle stop" has the meaning assigned by Article 2.132(a).

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each law enforcement agency shall submit a report containing the incident-based data compiled during the previous calendar year to the Texas Commission on Law Enforcement and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency.

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;

(B) examine the disposition of motor vehicle stops made by officers employed by the agency,

categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Texas Commission on Law Enforcement, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(g) On a finding by the Texas Commission on Law Enforcement that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. 3389), Sec. 27, eff. September 1, 2009.

Acts 2013, 83rd Leg., R.S., Ch. 93 (S.B. 686), Sec. 2.06, eff. May 18, 2013.

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.03, eff. September 1, 2017.

Art. 2.136. LIABILITY.

A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras, including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras. The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras, the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras, the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has taken the necessary actions to use and is using video and audio equipment and body worn cameras for those purposes.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.
Amended by:
Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.04, eff. September 1, 2017.

Art. 2.138. RULES.
The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Art. 2.1385. CIVIL PENALTY.
(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in an amount not to exceed $5,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.
(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based data as required by Article 2.134 shall remit to the comptroller the amount of $1,000 for each violation.
(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

Added by Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. 3389), Sec. 29, eff. September 1, 2009.
Amended by:
Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.05, eff. September 1, 2017.

Appendix B Agency Policy

Policy
401

Duncanville Police Department
Policy Manual

Bias-Based Policing

401.1 PURPOSE AND SCOPE

This policy provides guidance to department members that affirms the Duncanville Police Department's commitment to policing that is fair and objective.

Nothing in this policy prohibits the use of specified characteristics in law enforcement activities designed to strengthen the department's relationship with its diverse communities (e.g., cultural and ethnicity awareness training, youth programs, community group outreach and partnerships).

401.1.1 DEFINITIONS

Definitions related to this policy include:

Bias-based policing - An inappropriate reliance on actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, disability, or affiliation with any non-criminal group (protected characteristics) as the basis for providing differing law enforcement service or enforcement (Tex. Code of Crim. Pro. art. 3.05).

401.2 POLICY

The Duncanville Police Department is committed to providing law enforcement services to the community with due regard for the racial, cultural or other differences of those served. It is the policy of this department to provide law enforcement services and to enforce the law equally, fairly, objectively and without discrimination toward any individual or group.

401.3 BIAS-BASED POLICING PROHIBITED

Bias-based policing is strictly prohibited.

Any peace officer who is found, after investigation, to have engaged in bias-based policing in violation of this policy shall be subject to corrective action, which may include: diversity, sensitivity or other appropriate training, counseling, suspension, termination of employment, or other appropriate action as determined by the Chief of Police.

However, nothing in this policy is intended to prohibit an officer from considering protected characteristics in combination with credible, timely and distinct information connecting a person or people of a specific characteristic to a specific unlawful incident, or to specific unlawful incidents, specific criminal patterns or specific schemes.

401.4 MEMBER RESPONSIBILITIES

Every member of this department shall perform his/her duties in a fair and objective manner and is responsible for promptly reporting any suspected or known instances of bias-based policing to a supervisor. Members should, when reasonable to do so, intervene to prevent any bias-based actions by another member.

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401.4.1 REASON FOR CONTACT
Officers contacting a person shall be prepared to articulate sufficient reason for the contact, independent of the protected characteristics of the individual.

To the extent that written documentation would otherwise be completed (e.g., arrest report, field interview (FI) card), the involved officer should include those facts giving rise to the contact, as applicable.

Except for required data-collection forms or methods, nothing in this policy shall require any officer to document a contact that would not otherwise require reporting.

401.4.2 REPORTING TRAFFIC STOPS
The Chief of Police or his designee should ensure that the Department has appropriate systems in place to collect information required by state racial profiling laws (Tex. Code of Crim. Pro. art. 2.132).

Each time an officer makes a traffic stop, the officer shall gather the required information using the system in place for racial profiling reporting (Tex. Code of Crim. Pro. art. 2.133).

401.5 SUPERVISOR RESPONSIBILITIES
Supervisors should monitor those individuals under their command for compliance with this policy and shall handle any alleged or observed violations in accordance with the Personnel Complaints Policy.

(a) Supervisors should discuss any issues with the involved officer and his/her supervisor in a timely manner.

    1. Supervisors should document these discussions, in the prescribed manner.

(b) Supervisors should periodically review Mobile Audio/Video (MAV) recordings, portable audio/video recordings, Mobile Data Computer (MDC) data and any other available resource used to document contact between officers and the public to ensure compliance with this policy.

    1. Supervisors should document these periodic reviews.

    2. Recordings or data that capture a potential instance of bias-based policing should be appropriately retained for administrative investigation purposes.

(c) Supervisors shall initiate investigations of any actual or alleged violations of this policy.

(d) Supervisors should take prompt and reasonable steps to address any retaliatory action taken against any member of this department who discloses information concerning bias-based policing.

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401.6 STATE REPORTING

The Chief of Police shall annually submit a report of the information required in Tex. Code of Crim. Pro. art. 2.132 to the Texas Commission on Law Enforcement (TCOLE) and to each governing body served by the Department.

The Chief of Police shall also provide to TCOLE and each governing body served by the Department a report containing an analysis of the information required by Tex. Code of Crim. Pro. art. 2.133. The report must be submitted by March 1 of each year (Tex. Code of Crim. Pro. art. 2.134).

The reports may not include identifying information about any officer who made the traffic stop or about any individual who was stopped or arrested (Tex. Code of Crim. Pro. art. 2.132; Tex. Code of Crim. Pro. art. 2.134).

401.7 ADMINISTRATION

The Assistant Chief of Police over Operations should review the efforts of the Department to provide fair and objective policing and submit an annual report, including public concerns and complaints, to the Chief of Police. The annual report should not contain any identifying information about any specific complaint, member of the public or officer. It should be reviewed by the Chief of Police to identify any changes in training or operations that should be made to improve service (Tex. Code of Crim. Pro. art. 2.132).

Supervisors should review the report submitted to TCOLE and the governing body and the annual report and discuss the results with those they are assigned to supervise.

401.8 COMPLIMENTS AND COMPLAINTS

The Chief of Police or his designee is responsible for educating the public on the Department's compliment and complaint process (see the Personnel Complaints Policy). This education may be achieved by information provided through the Department website. This information shall include the telephone number, mailing address and e-mail address to make a compliment or complaint regarding a ticket, citation or warning issued by an officer.

Compliments submitted by citizens' can be taken by any member of the Department and forwarded to Internal Affairs. Those compliments will then be forwarded to Administration for review.

In the event that an investigation is initiated against an officer for a violation of this policy, the Chief of Police or his designee should ensure that a copy of any related recording is provided as soon as practicable to the officer upon written request (Tex. Code of Crim. Pro. art. 2.132).

401.9 TRAINING

Training on fair and objective policing and review of this policy shall be conducted annually and include:

(a) Explicit and implicit biases.

(b) Avoiding improper profiling.

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What if you are not satisfied with the decision?

If you are not satisfied with the results of the investigation, you may appeal to the Office of the Chief of Police located at 203 E. Wheatland Road.

The Duncanville Police Department is vitally interested in taking action where its employees have proved derelict in their duties or are guilty of wrongdoing. If it becomes necessary for you to make a complaint, you can be assured that it will be given a fair and thorough investigation.

Similarly, if you have occasion to see a police officer doing outstanding work, tell them about it. Your Duncanville Police Officers are individuals who are dedicated to serving you and our community.

How long will the investigation take?

Investigations of complaints are completed in as short of a time as possible. Additional time is also required for legal and supervisory review after completion of the investigation.

Will there be a final report?

Yes. The Internal Affairs Office or a supervisor will complete a report at the conclusion of their investigation. The report will consist of:

- **Allegations** - a listing of the alleged violation(s).
- **Findings** - results of the investigation.
- **Conclusion** - analysis of support for findings.
- **Recommendation** - the Internal Affairs Office or the supervisor will make one of the following recommendations for each allegation:
  - **Not Sustained** - the investigation could not prove or disprove the allegation.
  - **Unfounded** - the investigation determined that the alleged incident did not take place.
  - **Exonerated** - the investigation determined that the allegation is accurate, but the incident does not involve policy or law violations
  - **Sustained** - the investigation determined that the allegation is accurate and involves a policy or law violation.

The complaining person will be notified in writing of the results of the investigation upon conclusion.

Who determines discipline?

The Chief of Police has final authority for determining discipline.

The Internal Affairs investigative report does not recommend discipline.

If you have any questions, feel free to contact the **Internal Affairs Office @ (972) 707-3851** at any time. If the investigators are not in the office, leave your name and telephone number and your call will be returned as soon as possible. You may also reach us on the Web at duncanvilleia@duncanvillepd.com. Regular business hours are M-F 8:00 a.m.-5:00 p.m.

The Duncanville Police Internal Affairs Office is located at the Police Department, 203 E. Wheatland Rd., Duncanville, Texas.

How to submit a Compliment or file a Complaint with the

Internal Affairs Office
(972) 707-3851

The mission of the Duncanville PD is to safeguard the lives and property of the people we serve with honor and integrity.

The Compliment/Complaint Process

The Duncanville Police Department is dedicated to providing the best police service possible to all citizens. Police officers are carefully selected and given the best training possible in order to provide this service. However, there may be an occasion to lodge a complaint about the actions of a Police Officer with the Duncanville Police Department. The following information is provided on how to submit a compliment or file a complaint, how it is investigated, and the possible outcome.

How compliments and complaints are filed.

You may submit a compliment or lodge a complaint with any Supervisor of the Police Department, visit the Internal Affairs Office located at 203 E. Wheatland Rd., write a letter addressed to the Internal Affairs Office or take a basic compliment/complaint form home, fill it out and return it to the Internal Affairs Office. Your compliment will be reviewed by the Internal Affairs Office and Police Administration. Complaints will be reviewed in the same manner to determine if an internal investigation is warranted.

Texas State law requires that all complaints against police officers must be in writing and signed by the person making the complaint.

Just as citizens have the right to know what allegations they face before being charged with a crime; officers are afforded the same right.

Complaints must be received within ninety (90) days of the incident complained about except in special cases (such as criminal misconduct or when the person complaining can show good cause).

Complaints will be taken from citizens with first hand knowledge of the incident, e.g., the person in direct contact with the Police Officer or a fact witness to the incident.

Racial Profiling

Citizens who believe that they have been the subjects of "Racial Profiling" due to an unwarranted contact or action by a Police Officer by way of "race or ethnicity" should feel free to file a complaint with the Internal Affairs Office.

False Complaint

Sometimes people make false complaints against police officers. Citizens should be aware that this is a violation of the Texas Penal Code, Section 37.02, Perjury. **Sec. 37.02 states, A person commits an offense if, with intent to deceive and with knowledge of the statement's meaning: "he makes a false statement under oath or swears to the truth of a false statement previously made and the statement is required or authorized by law to be made under oath."**

An offense under this section is a Class A misdemeanor.

What happens when a complaint is valid?

When the investigation of a complaint reveals that the charges are true against a police officer, the Chief of Police may take one of the following actions depending on the nature of the violation.

1. Provide Training
2. Reprimand the employee.
3. Suspend the employee without pay.
4. Demote the employee.
5. Terminate the employee.

What happens when the complaint is not proven or is not true?

Police officers are afforded certain rights, the same as with all citizens, and complaints must be supported by sufficient evidence. If there is not sufficient evidence to sustain the complaint, the officer is notified and continues on duty. If he was removed from duty during the investigation, he will be paid for that period.

Officers may appeal any disciplinary action.

When a citizen is adjudged guilty of a criminal offense, he may appeal the court's decision, just as an officer may appeal the disciplinary action taken against him. The City of Duncanville has established procedures for officers to follow in their appeals, just as the Police Department has established procedures for ensuring that complaints by citizens against officers are thoroughly and honestly investigated.

Duncanville Police Department

Special Services / Internal Affairs

Complaint Information Form

Complainant Information:

_____

***Last Name** ***First Name** ***Middle Name**

***Date of Birth ___/___/___ *Race __*Sex __ *DL/ID # _____**

***Home Address**
City/State/Zip_____

***Home Phone # (____)**_____Cell #(_____)_____

Name of Business _____

Business Address
City/State/Zip_____

Business Phone # (____)_____

Complaint Associated With:

Arrest ____; Traffic Stop ____; On Call ____;

Other _____

Was the officer previously known to you, Yes ( ) No ( )

*** Required information**

(OVER)

Officer/Employee Information

Officer Name or Description _____

2nd Officer (if applicable) _____

I.D.# & Rank (if known) _____ Marked Squad Car, Yes ( ) No ( )

Squad Car Number _____ Was the officer in uniform? Yes ( ) No ( )

Date/time & location of alleged incident:

_____

***** ALLEGATION(S)*****

On **separate sheet(s) of paper**, please provide an account of the **facts** concerning the conduct of the officer(s) involved. Include in your account of the events **as much detail as possible** with descriptions where applicable. Finally, do not forget to **sign the complaint narrative**, it is required by law.

***** WITNESSES *****

Please provide a list of any witnesses to the incident complained about, including their name, address, and best telephone number where they can be reached at during regular daytime business hours.

The Duncanville Police Department Internal Affairs Office is dedicated to investigating each complaint thoroughly. ***For a personal interview with Internal Affairs, it is preferred that an appointment is made in advance.*** Please call Sergeant McCarty at (972) 707-3851, ***regular business hours are Monday – Friday 8:00 a.m. to 5:00 p.m.***, voice mail is provided at all other times, so please leave a message. You may also me contact via e-mail at rmccarty@duncavillepd.com. Every call or e-mail will be returned.

Return completed forms to Internal Affairs Office, located at the Duncanville Police Department, or mail the completed form to:

Duncanville Police Department
ATTN: Sergeant R. McCarty #199
Special Services/Internal Affairs
P.O. Box 380280
Duncanville, TX 75138-0280

Appendix C

Racial Profiling Laws and Corresponding General Orders and Standard Operating Procedures

Texas CCP Article	DUNCANVILLE POLICE DEPARTMENT Policy 401
2.132(b)1	401.1.1
2.132(b)2	401.3
2.132(b)3	401.8
2.132(b)4	401.8 and Complaint Brochure/Website
2.132(b)5	401.3/401.5/401.8
2.132(b)6	401.4.2
2.132(b)7	401.6

Racial Profiling Report | Full

Agency Name: DUNCANVILLE POLICE DEPARTMENT
Reporting Date: 02/10/2025
TCOLE Agency Number: [redacted]

Chief Administrator: MATTHEW R. STOGNER

Agency Contact Information:
Phone: (972) 780-5035
Email: mstogner@duncanvillepd.com

Mailing Address:
PO BOX 380280
DUNCANVILLE, TX 75138-0280

This Agency filed a full report

DUNCANVILLE POLICE DEPARTMENT has adopted a detailed written policy on racial profiling. Our policy:

1) clearly defines acts constituting racial profiling;

2) strictly prohibits peace officers employed by the DUNCANVILLE POLICE DEPARTMENT from engaging in racial profiling;

3) implements a process by which an individual may file a complaint with the DUNCANVILLE POLICE DEPARTMENT if the individual believes that a peace officer employed by the DUNCANVILLE POLICE DEPARTMENT has engaged in racial profiling with respect to the individual;

4) provides public education relating to the agency's complaint process;

5) requires appropriate corrective action to be taken against a peace officer employed by the DUNCANVILLE POLICE DEPARTMENT who, after an investigation, is shown to have engaged in racial profiling in violation of the DUNCANVILLE POLICE DEPARTMENT policy;

6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
a. the race or ethnicity of the individual detained;
b. whether a search was conducted and, if so, whether the individual detained consented to the search;
c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
d. whether the peace officer used physical force that resulted in bodily injury during the stop;
e. the location of the stop;
f. the reason for the stop.

7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
a. the Commission on Law Enforcement; and
b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The DUNCANVILLE POLICE DEPARTMENT has satisfied the statutory data audit requirements as prescribed in

Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: ADRIAN TIJERINA
Assistant Chief

Date: 02/10/2025

Motor Vehicle Racial Profiling Information

Total stops: 7553

Street address or approximate location of the stop	
City street	7437
US highway	59
County road	0
State highway	13
Private property or other	44
Was race or ethnicity known prior to stop?	
Yes	141
No	7412
Race / Ethnicity	
Alaska Native / American Indian	48
Asian / Pacific Islander	69
Black	3988
White	1294
Hispanic / Latino	2154
Gender	
Female	**3073**
Alaska Native / American Indian	15
Asian / Pacific Islander	23
Black	1786
White	469
Hispanic / Latino	780
Male	**4480**
Alaska Native / American Indian	33
Asian / Pacific Islander	46
Black	2202
White	825
Hispanic / Latino	1374
Reason for stop?	
Violation of law	**94**
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	50
White	18

Hispanic / Latino	24
Preexisting knowledge	**179**
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	105
White	21
Hispanic / Latino	52
Moving traffic violation	**4898**
Alaska Native / American Indian	29
Asian / Pacific Islander	54
Black	2583
White	770
Hispanic / Latino	1462
Vehicle traffic violation	**2382**
Alaska Native / American Indian	18
Asian / Pacific Islander	13
Black	1250
White	485
Hispanic / Latino	616

Was a search conducted?

Yes	**307**
Alaska Native / American Indian	5
Asian / Pacific Islander	3
Black	189
White	44
Hispanic / Latino	66
No	**7246**
Alaska Native / American Indian	43
Asian / Pacific Islander	66
Black	3799
White	1250
Hispanic / Latino	2088

Reason for Search?

Consent	**9**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	5
White	2

Hispanic / Latino	2
Contraband	**4**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	1
Hispanic / Latino	1
Probable	**111**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	80
White	16
Hispanic / Latino	15
Inventory	**91**
Alaska Native / American Indian	3
Asian / Pacific Islander	1
Black	50
White	11
Hispanic / Latino	26
Incident to arrest	**92**
Alaska Native / American Indian	2
Asian / Pacific Islander	2
Black	52
White	14
Hispanic / Latino	22

Was Contraband discovered?		Did the finding result in arrest? (total should equal previous column)	
Yes	**85**		
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	58	Yes 19	No 39
White	14	Yes 6	No 8
Hispanic / Latino	13	Yes 1	No 12
No	**222**		
Alaska Native / American Indian	5		
Asian / Pacific Islander	3		
Black	131		
White	30		
Hispanic / Latino	53		

Description of contraband	
Drugs	**72**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	51
White	11
Hispanic / Latino	10
Weapons	**14**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	10
White	4
Hispanic / Latino	0
Currency	**3**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	1
Hispanic / Latino	0
Alcohol	**4**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1
Hispanic / Latino	2
Stolen property	**3**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	1
Hispanic / Latino	0
Other	**7**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	2
Hispanic / Latino	1
Result of the stop	
Verbal warning	**5721**

Alaska Native / American Indian	34
Asian / Pacific Islander	60
Black	2978
White	1034
Hispanic / Latino	1615
Written warning	**193**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	96
White	30
Hispanic / Latino	67
Citation	**1391**
Alaska Native / American Indian	10
Asian / Pacific Islander	7
Black	748
White	194
Hispanic / Latino	432
Written warning and arrest	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	**61**
Alaska Native / American Indian	1
Asian / Pacific Islander	1
Black	42
White	6
Hispanic / Latino	11
Arrest	**187**
Alaska Native / American Indian	3
Asian / Pacific Islander	1
Black	124
White	30
Hispanic / Latino	29
Arrest based on	
Violation of Penal Code	**36**
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	28
White	5
Hispanic / Latino	3
Violation of Traffic Law	**13**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	5
White	3
Hispanic / Latino	5
Violation of City Ordinance	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	**199**
Alaska Native / American Indian	4
Asian / Pacific Islander	2
Black	133
White	28
Hispanic / Latino	32

Was physical force resulting in bodily injury used during stop?

Yes	**1**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	1
Both	0
No	**7552**
Alaska Native / American Indian	48
Asian / Pacific Islander	69
Black	3987
White	1294
Hispanic / Latino	2154

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	☒
Use Department's submitted analysis	☐

Optional Narrative

N/A

Submitted electronically to the

The Texas Commission on Law Enforcement