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, August 15, 2023
6:00 P.M. - Work Session/Briefing
7:00 P.M. - Regular Session
or immediately following the 6:00 pm Work Session/Briefing

City of Duncanville City Council meetings are available to all persons regardless of disability. The City of Duncanville offers Hearing Assistance Receivers for use during City Council Regular Sessions. If you require special assistance, please contact the City Secretary at (972)780-5017 or write 203 E. Wheatland Road, 75116, or by calling through a T.D.D. (Telecommunication Device for the Deaf) to Relay Texas at 1-800-735-2989 at least 48 hours in advance of the meeting.

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 will be physically present at this meeting.

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.

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting in person, broadcast by website and social media channels, and by video conference at 6:00 pm on Tuesday, August 15, 2023 in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

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

Due to limited seating in council chambers, persons or participants may participate by live broadcast via Swagit in order to maintain safe social distance as provided in this notice.

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, August 15, 2023.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, August 15, 2023
- First Name, Last Name, and Address

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WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

2. CITY COUNCIL CALENDAR

A. Discuss the city council calendar

3. BRIEFINGS / PRESENTATIONS

A. Discussion to create a new ordinance for adjudication of ordinance violations. 6 - 7
Parking Compliance Official

B. Discussion on emergency purchase of an ambulance. 8 - 9
Discussion on emergency purchase of an ambulance

C. Council to receive an update from T2 Professional Consulting regarding the executive search process. 10
Executive Search Update from T2

D. Presentation on the Data Transfer Solution's pavement condition assessment implementation services and VUEWorks Asset Management Software 11 - 12
Presentation on the Data Transfer Solution's Pavement Condition Index Assessment and VUEWorks Asset Management Software

EXECUTIVE SESSION

1. City Council shall convene into closed executive session pursuant to Section 551.071, of the Texas Government Code, to seek legal advice on the requirements of the Fire Code. 13
Executive Session

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

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

1. REPORTS

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

A. Mayor's Report.

B. Councilmembers' Reports

C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

None

A. Proclamation recognizing the first week in September as National Payroll Week. 14 - 15

Proclamation - Payroll Week

B. Receive a Proclamation recognizing August 21, 2023, as National Fentanyl Prevention and Awareness Day 16 - 18

Proclamation - Fentanyl Prevention and Awareness Day

C. Sister City trip report presented by Rev Dr. Ginger Hertenstein Conley. Twenty people represented Duncanville on this trip to Monasterolo di Savigliano. 19

Sister City Trip Report

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 October 18, 2022, 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. A motion to extend the Board and Commissions terms that expire on August 31, 2023 to September 30, 2023.

B. Consider a Resolution approving the procurement of equipment, goods, and/or services to upgrade the Municipal technology infrastructure in an estimated expenditure amount of $143,353.28. 20 - 25

Resolution No. - 2023-070 - Municipal Infrastructure Upgrade and or Replacement

Municipal Infrastructure Upgrade

C. Consider a Resolution approving the procurement of equipment, goods, and services to upgrade the Public Safety technology infrastructure for the Traffic division and Police department in an estimated expenditure amount of $120,448.20. 26 - 32

Resolution No. - 2023-069 - Public Safety Infrastructure Upgrade and/or Replacement
Public Safety Infrastructure Upgrade and/or Replacement

D. Consider a Resolution approving the terms and conditions of a proposal for a sanitary sewer evaluation survey of CB Sanitary Sewer Basin with Duke's Root Control through sole source justification for a total expenditure amount of $99,900.00. 33 - 49

Sanitary Sewer Evaluation Survey

E. Consider a Resolution authorizing a two-year renewal lease agreement by and between the City of Duncanville and the leasing company for undercover uses in the estimated total expenditure amount of $89,700.00. 50 - 52

Lease Renewal - Police Department

F. Consider a Resolution authorizing the contract to purchase Personal Protective Equipment (PPE) Turnout Gear and Fire Equipment from Casco Industries, Inc., through the Buy Board Contract #698-23 for a discounted unit price bid with an estimated expenditure amount not to exceed $216,000.00. 53 - 172

Contract with Casco Industries, Inc.

G. Consider a Resolution awarding RFB 23-0015 Street Sweeping Services to Sweeping Corporation of America, LLC., and authorizing a contract for a one-year term with the option to renew up to four additional one-year terms; in an estimated contract expenditure amount not to exceed $444,092.32. 173 - 179

Street Sweeping Services

H. Council to consider a resolution denying the Distribution Cost Recovery Factor and Mobile Generation Riders filing of Oncor Electric Delivery Company, LLC. 180 - 184

Resolution is to deny the DCRF application proposed by Oncor

I. Council to consider a resolution approving the assignment of private activity bond authority to the Texas Department of Housing and Community Affairs. 185 - 189

Private Activity Bond Authority

J. Consider a Resolution authorizing the purchase of twenty-five (25) bullet-resistant shields, twenty-six (26) ballistic shield lights, and twenty-five (25) breaching tools/scabbards not to exceed $175,087.50 through the grant from the Texas Office of the Governor, Criminal Justice Division, FY23 Bullet-Resistant Shield Grant Program. 190 - 193

FY23 Bullet-Resistant Shield Grant Program

5. ITEMS FOR INDIVIDUAL CONSIDERATION

A. Consider a resolution authorizing approval of an incentive grant by the Duncanville Community and Economic Development Corporation (DCEDC) To Creative Beauty Salon Suites, in an amount not to exceed 194 - 232

$5,000 for a building located at 336 E. Camp Wisdom Road, Suite A, Duncanville, Texas 75116.

DCEDC Design Incentive Grant-Creative Beauty Salon Suites

B. Conduct a public hearing to adopt an ordinance and amend the Code of Ordinances to regulate donation boxes and establish requirements for permits allowing the placement of donation boxes on approved open spaces on private property within certain portions of the City of Duncanville, Dallas County, Texas — 233 - 243

Donation Receptacles

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

6. STAFF AND BOARD REPORTS

A. Receive the Fiscal Year 2022-2023 Third Quarter Investment Report as of June 30, 2023. — 244 - 253

Quarterly Investment Report as of June 30, 2023

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: Friday, August 11, 2023, 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 - 15 Aug 2023

TITLE:
Discussion to create a new ordinance for adjudication of ordinance violations.

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:
Chris Freis, Assistant Chief of Police
Mark LiVigni, Chief of Police

BACKGROUND/HISTORY:
Recently, the Police Department employed a Parking Compliance Official to more efficiently address illegal street parking issues. Only sworn peace officers can enforce the Texas Transportation Code. However, ordinances can be enacted to allow civilian personnel the authority to enforce parking-related violations through civil citation and or removal of illegally parked vehicles.

POLICY EXPLANATION:
Discussion to create a new ordinance for adjudication of ordinance violations.

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. Do not approve.

3. Other actions as directed by Council.

STAFF REPORT

MEETING: City Council - 15 Aug 2023

TITLE:
Discussion on emergency purchase of an ambulance.

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:
Greg Chase, Assistant Fire Chief
Sam Rohde, Fire Chief

BACKGROUND/HISTORY:
The Duncanville Fire Department currently has a total of four MICU ambulances, two front-line units and two reserve units. The department continues to have reoccurring maintenance issues with air conditioning, turbo, generators, etc., on all four ambulances. Emergency vehicle repair shops are being flooded with first responder apparatus from multiple agencies, and are having difficulty finding parts needed for repairs, thus resulting in the apparatus being out of service for an excessive period of time. Due to the frequency of these repairs, we are often left with one functioning Duncanville ambulance, requiring us to borrow a reserve ambulance from another city if they're available. If we are unable to locate a reserve ambulance from another city, we are then forced to take an ambulance out of service.

The Fire Department has two front-line replacement ambulances on order, however due to manufacturing delays, their projected due date is scheduled for December 2024.

POLICY EXPLANATION:
Discussion on emergency purchase of an ambulance.

FUNDING SOURCE:

ORG and Object Number

N/A

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

ACTION ALTERNATIVES:

1. Discussion on the purchase of an emergency ambulance.
2. Other actions as directed by Council.

STAFF REPORT

MEETING: City Council - 15 Aug 2023

TITLE:
Council to receive an update from T2 Professional Consulting regarding the executive search process.

Vision Statement:

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

STAFF RESPONSIBLE:
T2 Professional Consulting

BACKGROUND/HISTORY:
T2 Professional Consulting has been contracted to perform the executive search for the next City Manager. A representative from T2 will be present to discuss next steps with the Council.

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:
1. Discuss next steps with T2 Professional Consulting.

STAFF REPORT

MEETING: City Council - 15 Aug 2023

TITLE:
Presentation on the Data Transfer Solution's pavement condition assessment implementation services and VUEWorks Asset Management Software

Vision Statement:

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

Pillar:

- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**
- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:
Jacqueline R. Culton, MBA, PE, Director of Public Works (Interim)
Kelly McChesney, Street Superintendent

BACKGROUND/HISTORY:
Data Transfer Solutions, LLC (DTS), located in Orlando, FL., specializes in asset management, GIS (Geographic Information Systems), and transportation planning. The City of Duncanville Street Division has utilized the services of DTS since 2015 for pavement condition assessments. The assessment data assists the Street Division in developing the Street Maintenance Plan. The information helps the Street Division to determine which city roads are selected for street improvements and the appropriate street maintenance technique (e.g., crack sealing, mill and overlay, pavement lifting, etc.) most suitable for the rehabilitation of each street.

VUEWorks, an asset management software by DTS, offers several modules, e.g., plan management, work management, risk-based asset management, and resource management, that may benefit the various divisions of Public Works. Due to the urgent need for an up-to-date asset management tool to streamline and improve processes, the Public Works Department plans to expand the use of the VUEWorks toolkit to include additional users, a software license upgrade (including all modules, apps, and tools), and software implementation and training for the Utilities, Street, and Traffic Divisions.

POLICY EXPLANATION:
This presentation aims to provide a comprehensive overview of the VUEWorks software currently utilized by the Street Division and the expanded software scope proposed for use by three divisions of the Public Works Department (Utilities, Street, and Traffic).

FUNDING SOURCE:

ORG and Object Number
NA

Available Budget	**Purchase Amount**	**After Encumber**
NA	NA	NA

ACTION ALTERNATIVES:
1. Provide feedback on the VUEWorks expansion implementation.
2. Other actions as directed by Council.

STAFF REPORT

MEETING: City Council - 15 Aug 2023

TITLE:
City Council shall convene into closed executive session pursuant to Section 551.071, of the Texas Government Code, to seek legal advice on the requirements of the Fire Code.

Vision Statement:

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

STAFF RESPONSIBLE:
City Council shall convene into closed executive session pursuant to Section 551.071, of the Texas Government Code, to seek legal advice on the requirements of the Fire Code.

BACKGROUND/HISTORY:
City Council shall convene into closed executive session pursuant to Section 551.071, of the Texas Government Code, to seek legal advice on the requirements of the Fire Code.

POLICY EXPLANATION:
City Council shall convene into closed executive session pursuant to Section 551.071, of the Texas Government Code, to seek legal advice on the requirements of the Fire Code.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Take any necessary action as a result of Executive Session.
2. Do not take action as a result of Executive Session.

STAFF REPORT

MEETING: City Council - 15 Aug 2023

TITLE:
Proclamation recognizing the first week in September as National Payroll Week.

Vision Statement:

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

STAFF RESPONSIBLE:
Robert D. Brown, Interim City Manager

BACKGROUND/HISTORY:
The American Payroll Association and its more than 20,000 members have launched a nationwide public awareness campaign that pays tribute to the nearly 150 million people who work in the United States and the payroll professionals who support the American system by paying wages, reporting worker earnings and withholding federal employment taxes.

Payroll professionals in Duncanville, Texas, play a key role in maintaining the economic health of Duncanville, Texas, carrying out such diverse tasks as paying into the unemployment insurance system, providing information for child support enforcement, and carrying out tax withholding, reporting, and depositing.

POLICY EXPLANATION:
N/A

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
Proclamation - Payroll Week

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, the American Payroll Association and its more than 20,000 members have launched a nationwide public awareness campaign that pays tribute to the nearly 150 million people who work in the United States and the payroll professionals who support the American system by paying wages, reporting worker earnings and withholding federal employment taxes; and

WHEREAS, payroll professionals in Duncanville, Texas play a key role in maintaining the economic health of Duncanville, Texas, carrying out such diverse tasks as paying into the unemployment insurance system, providing information for child support enforcement, and carrying out tax withholding, reporting and depositing; and

WHEREAS, payroll departments collectively spend more than $2.4 trillion annually complying with myriad federal and state wage and tax laws; and Whereas payroll professionals play an increasingly important role ensuring the economic security of American families by helping to identify noncustodial parents and making sure they comply with their child support mandates; and

WHEREAS, payroll professionals have become increasingly proactive in educating both the business community and the public at large about the payroll tax withholding systems; and

WHEREAS, payroll professionals meet regularly with federal and state tax officials to discuss both improving compliance with government procedures and how compliance can be achieved at less cost to both government and businesses; and

THEREFORE, I Barry L. Gordon, Mayor recognize the week in which Labor Day falls **h**as been proclaimed National Payroll Week, I hereby give additional support to the efforts of the people who work in Duncanville, Texas and of the payroll profession by proclaiming the first full week of September Payroll Week for Duncanville, Texas**.**

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 15th day of August, 2023.

Mayor, The City of Duncanville

STAFF REPORT

MEETING: City Council - 15 Aug 2023

TITLE:
Receive a Proclamation recognizing August 21, 2023, as National Fentanyl Prevention and Awareness Day

Vision Statement:

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

STAFF RESPONSIBLE:
Kristin Downs, Chief Operations Officer
Mark LiVigni, Chief of Police

BACKGROUND/HISTORY:
Fentanyl and other synthetic opioids are the most common drugs involved in overdose deaths. Even in small doses, illicit opioids can be deadly. Over 150 people die every day from overdoses related to illicit opioids like fentanyl.
Fatal levels of Fentanyl, which are tasteless and odorless, are being mixed into other illicit drugs. It is nearly impossible to tell if drugs have been laced with fentanyl without testing.
Test strips are inexpensive and typically give results within 5 minutes, which can be the difference between life and death. Even if the test is negative, take caution as test strips might not detect more potent fentanyl-like drugs, like carfentanil. The best prevention is not to introduce anything into one's body that is not prescribed by a doctor and provided by a reputable pharmacy.
What to do if you think someone is overdosing. It may be hard to tell whether a person is high or experiencing an overdose. If you aren't sure, treat it like an overdose—you could save a life.

1. Call 911 Immediately.
2. Administer naloxone, if available.
3. Try to keep the person awake and breathing.
4. Lay the person on their side to prevent choking.
5. Stay with the person until emergency assistance arrives.

POLICY EXPLANATION:
N/A

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
Fentanyl Prevention and Awareness Day Proclamation

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS: The fentanyl epidemic in the United States is a serious public safety threat, with illicit fentanyl poisoning rates currently reaching the highest level in history and fentanyl poisoning now is the number one cause of death among Americans ages 18 to 45; and

WHEREAS: Fentanyl is a highly addictive synthetic opioid that is 100 times more potent than morphine. According to the United States Drug Enforcement Administration (DEA), illicit fentanyl is being manufactured with other illicit drugs to increase potency, sold as powders and mixed with other illicit drugs, and is increasingly pressed into counterfeit pills made to look like legitimate pharmaceutical drugs; and

WHEREAS: Fentanyl-contaminated drugs are killing people every day. Over 150 people die every day from overdoses related to synthetic opioids like fentanyl. It is becoming more common for individuals to use a pill or other drugs without knowing it contains fentanyl; and

WHEREAS: most recent cases of fentanyl-related overdose are linked to illegally made fentanyl, which is distributed through illegal drug markets for its heroin-like effect. It is often added to other drugs because of its extreme potency, which makes drugs cheaper, more powerful, more addictive, and more dangerous.; and

WHEREAS: Fentanyl is a growing crisis that poses a threat to public health and the well-being of the people of Texas. Affected families across the nation are united in bringing prevention and awareness on this day, and Duncanville joins their efforts to save lives.

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas do hereby proclaim August 21, 2023 as:

FENTANYL PREVENTION AND AWARENESS DAY

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 21st day of August, 2023.

Mayor, The City of Duncanville

STAFF REPORT

MEETING: City Council - 15 Aug 2023

TITLE:
Sister City trip report presented by Rev Dr. Ginger Hertenstein Conley. Twenty people represented Duncanville on this trip to Monasterolo di Savigliano.

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

BACKGROUND/HISTORY:
Rev Dr. Ginger Hertenstein Conley will report on the trip to our sister city, Monasterolo di Savigliano. Twenty people represented Duncanville on this trip.

POLICY EXPLANATION:
N/A

FUNDING SOURCE:

ORG and Object Number
NA

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

ACTION ALTERNATIVES:
1. Rev Dr. Ginger Hertenstein Conley will report on the trip to our sister city, Monasterolo di Savigliano.
2. Other actions as directed by Council.

RESOLUTION NO. 2023-070

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING BIDS FOR THE PROCUREMENT OF EQUIPMENT, GOODS, AND SERVICES TO COMPLETE THE TECHNOLOGY REQUIREMENTS AND IMPLEMENTATION SERVICES FOR THE MUNICIPAL INFRASTRUCTURE ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A", FOR AN ESTIMATED EXPENDITURE AMOUNT NOT TO EXCEED OF $143,353.28; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville desires to continue its commitment to making infrastructure improvements to ensure the public safety of its citizens, residents, and visitors; and

WHEREAS, it is necessary to procure equipment, goods, and services to complete the technology upgrade requirements and implementation services for the City's Municipal Infrastructure; and

WHEREAS, the City Council of the City of Duncanville desires to approve the procurement of goods and services to complete the technology requirements and implementation services for the City's Municipal Infrastructure in an estimated expenditure amount of $143,353.28.

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 awards bids for the procurement of equipment, goods, and services to complete the technology requirements and implementation services for the Municipal Infrastructure, attached hereto and incorporated herein as Exhibit "A", for an estimated expenditure amount not to exceed of $143,353.28

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager, or designee, to execute the appropriate and necessary contracts, documents, and/or purchase orders.

SECTION 3. This Resolution shall become effective immediately upon its passage.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Resolution No. 2023-070

STAFF REPORT

MEETING: City Council - 15 Aug 2023

TITLE:
Consider a Resolution approving the procurement of equipment, goods, and/or services to upgrade the Municipal technology infrastructure in an estimated expenditure amount of $143,353.28.

Vision Statement:

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

Pillar:

- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**
- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:
Gwendolyn Spencer, Chief Information Officer

BACKGROUND/HISTORY:
In accordance with industry best practices and requirements to increase cybersecurity, regulatory compliance requirements (I.E. PCI, CJIS, and annual audits) and asset management, an internal review was completed for the City's information technology infrastructure - hardware, software, and other technology solutions. The internal review noted that hardware/software infrastructure components must be replaced, updated, implemented, and monitored. These components were discussed with the City Council in a closed session. The City Council approved ARPA funding for the Data Center project to address anticipated infrastructure requirement(s).

The equipment that comprises the Municipal Infrastructure has reached end-of-life and must be replaced (the end-of-life certificate has been issued by the vendor). A project plan has been developed to address the timely replacement of the hardware and software. The hardware and software replacement/upgrade will be completed by the QNet Information Services consultants (and City staff). City staff will assume support of the infrastructure after the project is completed.

The completion of this project will ensure that the City's municipal infrastructure is adhering to the statutes as outline by our governing agencies. The City's municipal infrastructure will be more resilient, providing for 99.9% uptime, increased security, redundancy, reliability, and system management.

POLICY EXPLANATION:
By approving this Resolution, the City Council authorizes the purchase of the equipment and services needed to upgrade the Municipal hardware.

EQUIPMENT/GOODS/SERVICES DESCRIPTION	VENDOR	BUDGET	SOURCE OF FUNDS	PROCUREMENT CONTRACT
Network Infrastructure (additional conduit for FS271)	QNet	$639.50	ARPA	TIPS
Network Infrastructure	QNet	$52,713.78	ARPA	TIPS
Implementation Services	QNet	$90,000.00	ARPA	TIPS
	Total:	**$143,353.28**		

The quotes for the above-referenced security and network-related IT equipment, goods, and services are redacted in accordance with Texas Government Code, Section 551.089, Deliberation Regarding Security Devices or Security Audits, which reads as follows:

"This chapter does not require a governmental body to conduct an open meeting to deliberate:
1. security assessments or deployments relating to information resources technology.
2. network security information as described by Section 2059.055 (Restricted Information) (b); or
3. the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices."

FUNDING SOURCE:

ORG and Object Number
75800001-7000232-ARPA4 (ARPA/ARPA/Computer Hardware)

Available Budget	**Purchase Amount**	**After Encumber**
$185,252.80	$143,353.28	$41,899.52

ACTION ALTERNATIVES:
1. Approve the Resolution to fund the Municipal Infrastructure upgrade in the amount of $143,353.28.
2. Do not approve the Resolution to fund the Municipal Infrastructure upgrade.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2023-070 - Municipal Infrastructure Upgrade and_or Replacement

RESOLUTION NO. 2023-070

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING BIDS FOR THE PROCUREMENT OF EQUIPMENT, GOODS, AND SERVICES TO COMPLETE THE TECHNOLOGY REQUIREMENTS AND IMPLEMENTATION SERVICES FOR THE MUNICIPAL INFRASTRUCTURE ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A", FOR AN ESTIMATED EXPENDITURE AMOUNT NOT TO EXCEED OF $143,353.28; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville desires to continue its commitment to making infrastructure improvements to ensure the public safety of its citizens, residents, and visitors; and

WHEREAS, it is necessary to procure equipment, goods, and services to complete the technology upgrade requirements and implementation services for the City's Municipal Infrastructure; and

WHEREAS, the City Council of the City of Duncanville desires to approve the procurement of goods and services to complete the technology requirements and implementation services for the City's Municipal Infrastructure in an estimated expenditure amount of $143,353.28.

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 awards bids for the procurement of equipment, goods, and services to complete the technology requirements and implementation services for the Municipal Infrastructure, attached hereto and incorporated herein as Exhibit "A", for an estimated expenditure amount not to exceed of $143,353.28

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager, or designee, to execute the appropriate and necessary contracts, documents, and/or purchase orders.

SECTION 3. This Resolution shall become effective immediately upon its passage.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Resolution No. 2023-070

RESOLUTION NO. 2023-069

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING BIDS FOR THE PROCUREMENT OF EQUIPMENT, GOODS, AND SERVICES TO COMPLETE THE TECHNOLOGY REQUIREMENTS AND IMPLEMENTATION SERVICES FOR THE PUBLIC SAFETY INFRASTRUCTURE ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A", FOR AN ESTIMATED EXPENDITURE AMOUNT NOT TO EXCEED OF $120,448.20; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville desires to continue its commitment to making infrastructure improvements to ensure the public safety of its citizens, residents, and visitors; and

WHEREAS, it is necessary to procure equipment, goods, and services to complete the technology upgrade requirements and implementation services for the City's Public Safety Infrastructure; and

WHEREAS, the City Council of the City of Duncanville desires to approve the procurement of goods and services to complete the technology requirements and implementation services for the City's Public Safety Infrastructure in an estimated expenditure amount of $120,448.20.

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 awards bids for the procurement of equipment, goods, and services to complete the technology requirements and implementation services for the Public Safety Infrastructure, attached hereto and incorporated herein as Exhibit "A", for an estimated expenditure amount not to exceed of $120,448.20.

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager, or designee, to execute the appropriate and necessary contracts, documents, and/or purchase orders.

SECTION 3. This Resolution shall become effective immediately upon its passage.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Resolution No. 2023-069

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 15 Aug 2023

TITLE:
Consider a Resolution approving the procurement of equipment, goods, and services to upgrade the Public Safety technology infrastructure for the Traffic division and Police department in an estimated expenditure amount of $120,448.20.

Vision Statement:

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

Pillar:

- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**
- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:
Gwendolyn Spencer, Chief Information Officer

BACKGROUND/HISTORY:
In accordance with industry best practices and requirements to increase cybersecurity, regulatory compliance requirements (I.E. PCI, CJIS, and annual audits) and asset management, an internal review was completed for the City's information technology infrastructure - hardware, software, and other technology solutions. The internal review noted that hardware/software infrastructure components must be replaced, updated, implemented, and monitored. These components were discussed with the City Council in a closed session. The City Council approved ARPA funding for the Data Center project to address anticipated infrastructure requirement(s).

The equipment that comprises the Public Safety infrastructure has reached end-of-life and must be replaced (the end-of-life certificate has been issued by the vendor). A project plan has been developed to address the timely replacement of the hardware and other mandated requirements. The hardware and software replacement/upgrade will be completed by the QNet consultants (and City staff). City staff will assume the support of the infrastructure after the project is completed.

Traffic Operations, a division within Public Works, is tasked with the maintenance and operation of the City's traffic equipment. This service is an integral part of public safety. The traffic infrastructure must also be updated due to end-of-life notifications issued by the hardware vendor. The hardware will be upgraded by Paradigm Traffic, the current traffic vendor, (and City staff) as part of the annual maintenance agreement.

The completion of these projects will ensure that the City's infrastructure is adhering to the statutes as outlined by our governing agencies. The City's infrastructure will be more resilient, providing for 99.9% uptime, increased security, redundancy, reliability, and system management.

POLICY EXPLANATION:
By approving this Resolution, the City Council authorizes the purchase of equipment, goods, and services to complete the technology upgrades required for the Public Safety infrastructure.

EQUIPMENT/GOODS/SERVICES DESCRIPTION	VENDOR	BUDGET	SOURCE OF FUNDS	PROCUREMENT CONTRACT
Network Infrastructure	Dell	$28.990.76	ARPA	DIR
Network Infrastructure	QNet	$49,457.44	ARPA	TIPS
Implementation Services	QNet	$42,000.00	ARPA	TIPS
	Total:	**$120,448.20**		

The quotes for the above-referenced security and network-related IT equipment, goods, and services are redacted in accordance with Texas Government Code, Section 551.089, Deliberation Regarding Security Devices or Security Audits, which reads as follows:

"This chapter does not require a governmental body to conduct an open meeting to deliberate:
1. security assessments or deployments relating to information resources technology.
2. network security information as described by Section 2059.055 (Restricted Information) (b); or
3. the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices."

FUNDING SOURCE:

ORG and Object Number
75800001-700232-ARPA4 (ARPA/ARPA/Computer Hardware)

Available Budget	**Purchase Amount**	**After Encumber**
$305,701.00	$120,448.20	$185,252.80

ACTION ALTERNATIVES:
1. Approve the Resolution to fund the Public Safety Infrastructure upgrade in the amount of $120,448.20.
2. Do not approve the Resolution to fund the Public Safety Infrastructure upgrade.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2023-069 - Public Safety Infrastructure Upgrade and/or Replacement

RESOLUTION NO. 2023-069

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING BIDS FOR THE PROCUREMENT OF EQUIPMENT, GOODS, AND SERVICES TO COMPLETE THE TECHNOLOGY REQUIREMENTS AND IMPLEMENTATION SERVICES FOR THE PUBLIC SAFETY INFRASTRUCTURE ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A", FOR AN ESTIMATED EXPENDITURE AMOUNT NOT TO EXCEED OF $120,448.20; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville desires to continue its commitment to making infrastructure improvements to ensure the public safety of its citizens, residents, and visitors; and

WHEREAS, it is necessary to procure equipment, goods, and services to complete the technology upgrade requirements and implementation services for the City's Public Safety Infrastructure; and

WHEREAS, the City Council of the City of Duncanville desires to approve the procurement of goods and services to complete the technology requirements and implementation services for the City's Public Safety Infrastructure in an estimated expenditure amount of $120,448.20.

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 awards bids for the procurement of equipment, goods, and services to complete the technology requirements and implementation services for the Public Safety Infrastructure, attached hereto and incorporated herein as Exhibit "A", for an estimated expenditure amount not to exceed of $120,448.20.

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager, or designee, to execute the appropriate and necessary contracts, documents, and/or purchase orders.

SECTION 3. This Resolution shall become effective immediately upon its passage.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Resolution No. 2023-069

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 15 Aug 2023

TITLE:
Consider a Resolution approving the terms and conditions of a proposal for a sanitary sewer evaluation survey of CB Sanitary Sewer Basin with Duke's Root Control through sole source justification for a total expenditure amount of $99,900.00.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Jacqueline R. Culton, MBA, PE, Director of Public Works (Interim)
Matt Bryant, Utilities Superintendent

BACKGROUND/HISTORY:
The FY2023 annual sanitary sewer evaluation survey will assess a portion of the CB Sanitary Sewer Basin (Attachment 1). This assessment is part of a proactive program to evaluate the wastewater collection system for defects that may result in sewer back-ups and identify possible areas of inflow and infiltration (I&I) of groundwater and/or stormwater into the sewer collection system. The evaluation is also part of the City's Sanitary Sewer Overflow Initiative as directed by the Texas Commission on Environmental Quality.

Public Works Utilities personnel will evaluate the assessment findings to determine the best action for the continued repair and replacement of the collection system. Reducing I&I will minimize sanitary sewer overflows, customer concerns, and the potential for noncompliance with State and Federal regulations. Reducing I&I will also lower the cost the City pays Trinity River Authority (TRA) and the City of Dallas for wastewater treatment due to reduced groundwater and/or stormwater entering the sewer system.

The CB Basin survey scheduled for FY2023 will include approximately 33,000 linear feet of sewer main lines, 75 sewer manholes, and 27 main line cleanout inspections, all with digital analysis.

Sewer system defects will be determined by smoke testing, dye tracing, internal video inspection, and physical inspections during or following rain events. The work is projected to be completed within six weeks.

POLICY EXPLANATION:
I&I studies have been performed annually within the city since 1984 on various wastewater basins throughout Duncanville. These I&I studies have identified defects and helped to direct the City's sewer maintenance program and reduce sewer treatment costs. Essential for rehabilitating the sanitary sewer system, I&I studies target areas where manhole linings would be effective in addition to identifying sewer lines needing replacement or a simple repair.

After extensive review by the Duncanville Utilities Division, Duke's Root Control is the only contractor with the expertise and equipment to execute the necessary assessment level (see Attachment 3). City staff recommends approval of Duke's Root Control as the sole-source contractor that can meet the needs of the City of Duncanville for this vital sanitary sewer assessment and continued maintenance services.

FUNDING SOURCE:

ORG and Object Number
02312000-708103 (Water/Sewer Utility Fund)

Available Budget	**Purchase Amount**	**After Encumber**
$100,000.00	$99,900.00	$100.00

ACTION ALTERNATIVES:
1. Approve the terms and conditions of a proposal for a sanitary sewer evaluation survey of CB Sanitary Sewer Basin with Duke's Root Control through sole source justification for a total expenditure amount of $99,900.00.
2. Do not approve the terms and conditions of a proposal for a sanitary sewer evaluation survey of CB Sanitary Sewer Basin with Duke's Root Control through sole source justification for a total expenditure amount of $99,900.00.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Sanitary Sewer Evaluation Survey Study Area Map
Attachment 2 - Wastewater System Basin Areas
Attachment 3 - Duke's Root Control Sole Source Memo
Resolution No. - 2023-061 - Sanitary Sewer Evaluation Survey with Exhibit

Attachment 1

Basin CB Study Area



Legend

Manholes, Cleanouts, Access Devices

TYPE

- Access Device (1)
- Cleanout (26)
- Manhole (75)

Legend

Wastewater_Mains

LINE_SIZE

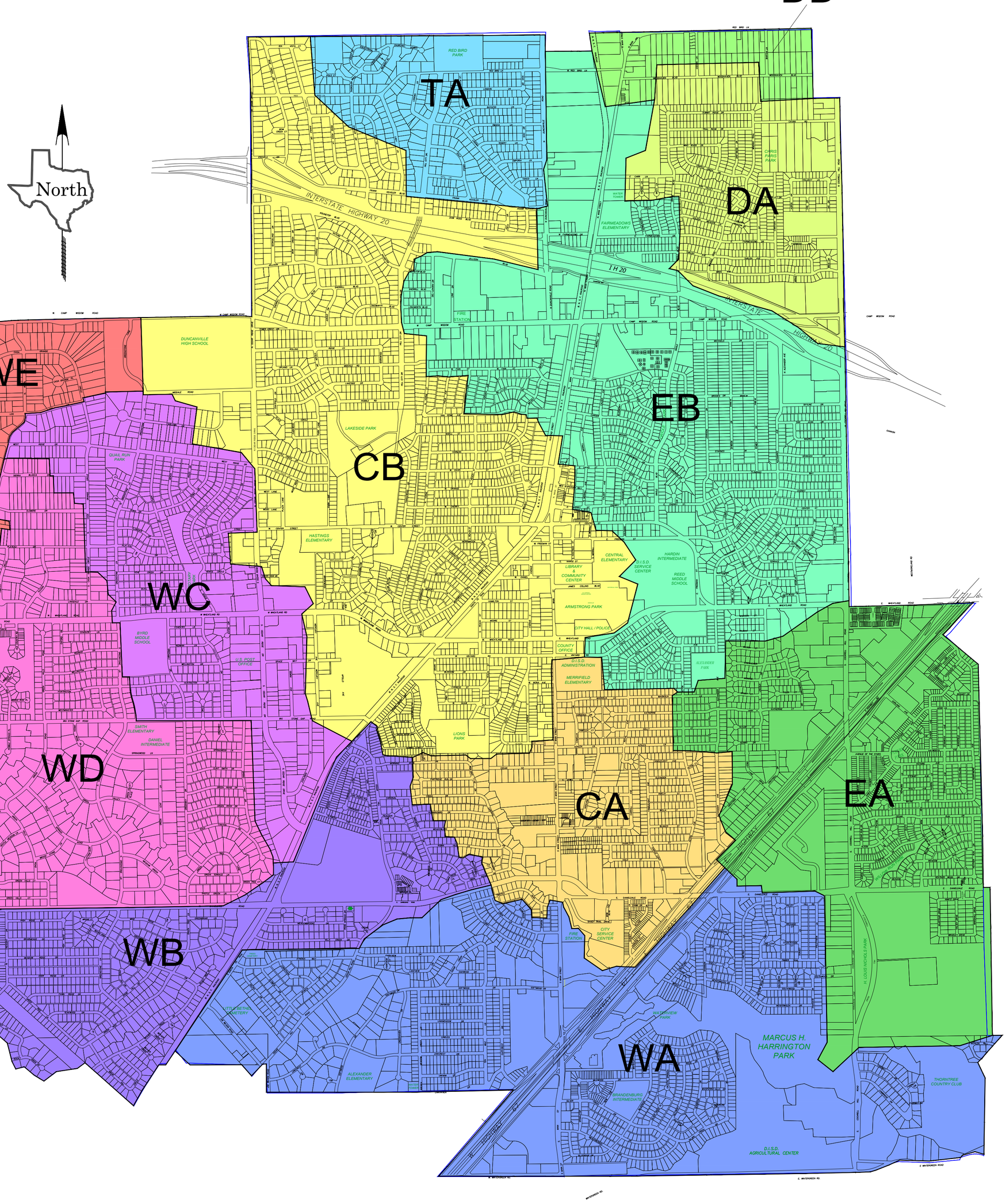
- 6" Main (16,415 LF)
- 8" Main (11,490 LF)
- 10" Main (2,095 LF)
- 15" Main (2,792 LF)

Duncanville
City of Champions

07/17/2023

Attachment 2

WASTEWATER SYSTEM BASIN AREAS



BASIN	YEARS STUDIED
CA	2006
CB	2003, 2023
DA	1999, 2003, 2012, 2018, 2022
DD	1999, 2003, 2012, 2022
EA	2002, 2013, 2016, 2017
EB	2001, 2018, 2020

BASIN	YEARS STUDIED
TA	1999, 2001, 2012, 2022
WA	2011, 2021
WB	2002, 2010
WC	2002, 2010, 2011, 2018, 2020
WD	2008
WE	2018

CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS

GEOGRAPHIC INFORMATION SYSTEM

Rev.6/03/2021

Attachment 3

Memo

Date	August 15, 2023
To	Mayor and City Council
Thru	Robert D. Brown, Jr., City Manager (Interim)
Subject	Sole Source Memo for Duke's Root Control // FY2022-23 Sanitary Sewer Evaluation Survey

Request:

Approve a sole source contract with Duke's Root Control for the FY2022-23 Sanitary Sewer Evaluation Study to ensure compliance with the City of Duncanville's Sanitary Sewer Overflow Initiative (SSOI) Agreement with the Texas Commission on Environmental Quality.

Justification:

Each year, the City of Duncanville Utilities Division conducts a Sanitary Sewer Evaluation Study in pre-determined sanitary sewer basins (regions of the city) to assess our sewer system's overall condition and reliability. This evaluation study identifies points of failure such as damaged piping, grease buildup, root intrusion, and points of inflow and infiltration (I&I) into the sanitary sewer system. Points of failure contribute to regulatory non-compliance and sanitary sewer overflows within the City's sewer system. Sanitary Sewer Evaluation Surveys are one of the management practices identified in the City's Sanitary Sewer Overflow Initiative (SSOI) Agreement with the Texas Commission on Environmental Quality (TCEQ). Implementing Sanitary Sewer Evaluation Surveys demonstrates the City's diligence in reducing sanitary sewer overflows.

The City of Duncanville has solicited Duke's Root Control to implement the FY23 Sanitary Sewer Evaluation Study based on the overall value of their services and deliverables compared to other service providers.

After an in-depth review of the City's Sanitary Sewer Evaluation Study needs, the Utilities Division has determined that a contractor who can deliver an end product with virtual mapping, including a complete condition study and assessments for ongoing review and updates, and the ability and equipment necessary to deploy acoustical inspections, flow monitoring sensors, and digital scanning inspections; all of which can then be incorporated into our Capital Improvement Projects program, is essential.

After extensive review by the Duncanville Utilities Division, Duke's Root Control is the only contractor with the expertise and equipment required to execute this level of assessment. Duke's Root Control has been a long-time partner with the City of Duncanville's Utilities Division, providing annual root treatment of sanitary sewer main lines for over 30 years.

City staff recommends approval of Duke's Root Control as the sole-source contractor that can meet the needs of the City of Duncanville for this vital sanitary sewer assessment and continued maintenance services.

RESOLUTION NO. 2023-061

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROPOSAL FOR A SANITARY SEWER EVALUATION SURVEY OF CB SANITARY SEWER BASIN, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A," WITH DUKE'S ROOT CONTROL THROUGH SOLE SOURCE JUSTIFICATION FOR A TOTAL EXPENDITURE AMOUNT OF $99,900.00; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL PAPERWORK AND NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville desires to continue its commitment to ensuring the reliability of its infrastructure including its sanitary sewer system; and

WHEREAS, the City of Duncanville's Sanitary Sewer Overflow Initiative (SSOI) with the Texas Commission on Environmental Quality (TCEQ) requires the City to conduct annual surveys of the City's sanitary sewer system to identify needed improvements; and

WHEREAS, the City of Duncanville desires to enter into an agreement with Duke's Root Control to perform a sanitary sewer evaluation survey of CB Sanitary Sewer Basin for a total expenditure amount of $99,900.00; and

WHEREAS, funds are allocated in the Water/Wastewater Utility Fund for the sanitary sewer evaluation survey.

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 authorizes, approves, and accepts the terms and conditions of an agreement with Duke's Root Control, Inc. to perform a sanitary sewer evaluation survey of CB Sanitary Sewer Basin, attached hereto and incorporated herein as Exhibit "A" for a total expenditure amount of $99,900.00.

SECTION 2. The City Council of the City of Duncanville, Texas, hereby authorizes the Interim City Manager, or designee, to execute the appropriate and necessary contracts, documents, and/or purchase orders.

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 1st day of August, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

DUKE'S ROOTED IN INNOVATION

Headquarters: 400 Airport Rd., Suite E. | Elgin, IL 60123

06 / 26 / 2023

Matt Bryant
City of Duncanville
330 Shadey Trail
Duncanville, TX 75137

Project Name: Smoke Testing & Pipeline Televising

Services	Price	UM	QTY	Subtotal
Smoke Testing Program **Smoke Testing Program Includes:** • Resident door tag (post and pull) • Police/fire coordination • 2-3 operators, 1-2 blowers • NASSCO format • GPS points of defects • Geodatabase deliverables of all data and reports	$33,000.00	LS	1	$33,000.00
Pipeline Televising & Light Cleaning Includes: • Scope of work TBD • NASSCO V7.0 PACP Observation Coding • GIS integration and GDB export with pictures, reports and defects plotted	$22,300.00	WK	3	$66,900.00
		Total		**$99,900.00**

Sincerely,
Duke's Root Control, Inc.

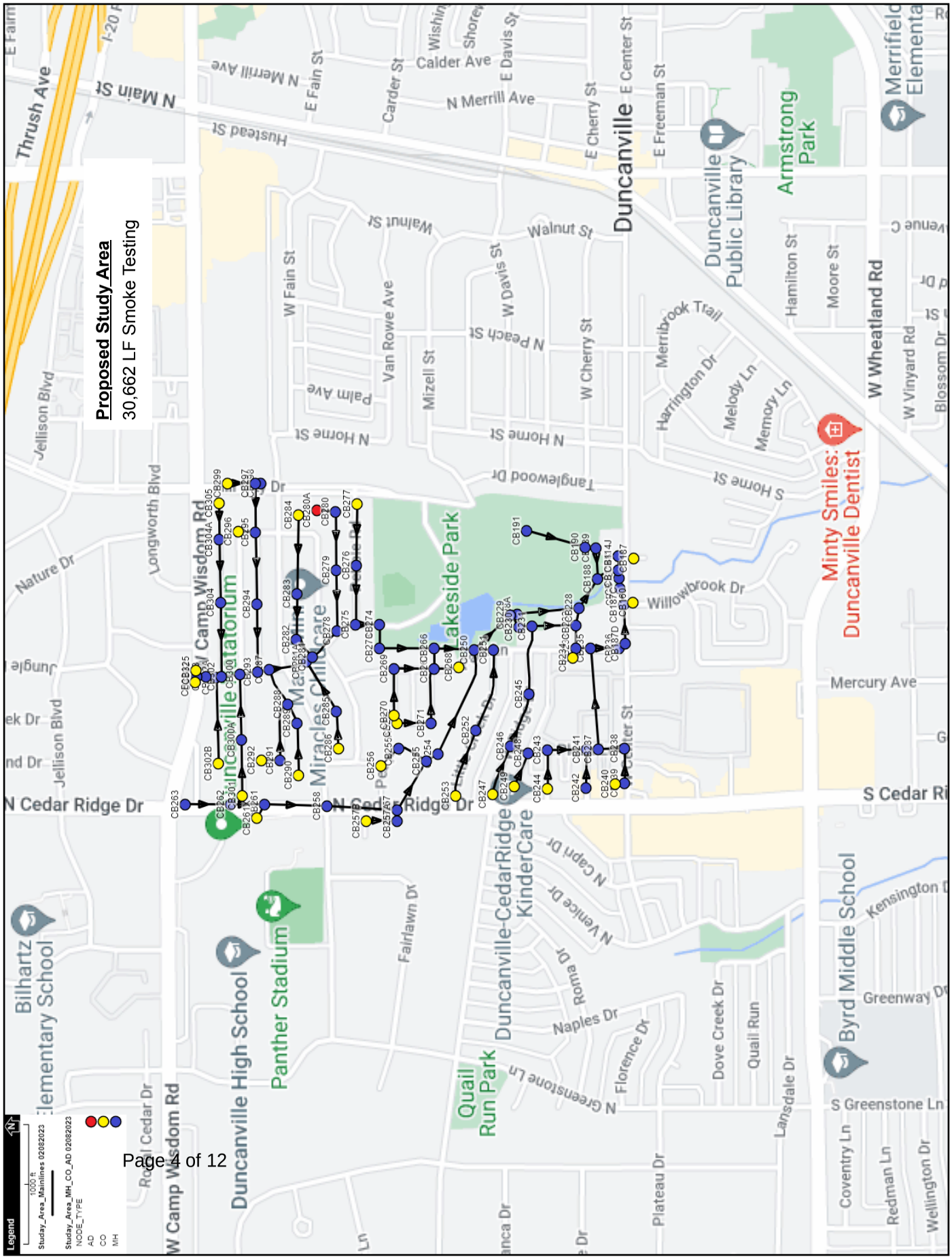
Lisa M Gosselin

Lisa Gosselin
Account Manager - Western Region
214-306-1322
lgosselin@dukes.com

Proposal pricing is valid for 90 days.

We ask that our clients assist with structures that are not located or accessible while our crews are in the field in an effort to achieve full project completion. If assistance with access to structures cannot be completed within 24 hours after crews complete field work, a remobilization fee may be applied to complete remaining structures on the project.

Monthly progress billing will be based on field work completed to date. 10% of the item value will be withheld from billing until receipt and approval of final deliverables for the project. Any mobilization fees will be billed as they are incurred.


Proposed Study Area
30,662 LF Smoke Testing
Legend
1000 ft
Study_Area_Mainlines 02082023
Study_Area_MH_CO_AD 02082023
NODE_TYPE
AD
CO
MH
Duncanville
Duncanville Public Library
Armstrong Park
Minty Smiles: Duncanville Dentist
Lakeside Park
Miracles Clinic
Duncanville-CedarRidge KinderCare
Duncanville High School
Panther Stadium
Bilhartz Elementary School
Byrd Middle School
Quail Run Park
Thrush Ave
N Main St
N Merrill Ave
Calder Ave
E Center St
E Freeman St
Walnut St
W Fain St
E Fain St
E Davis St
W Davis St
E Cherry St
W Cherry St
N Peach St
Van Rowe Ave
Mizell St
Palm Ave
N Horne St
Tanglewood Dr
S Horne St
Merribrook Trail
Harrington Dr
Melody Ln
Memory Ln
Hamilton St
Moore St
W Wheatland Rd
W Vinyard Rd
Willowbrook Dr
Mercury Ave
S Cedar Ridge Dr
N Cedar Ridge Dr
W Camp Wisdom Rd
Longworth Blvd
Jellison Blvd
Nature Dr
Fairlawn Dr
N Capri Dr
N Venice Dr
Roma Dr
Naples Dr
N Greenstone Ln
S Greenstone Ln
Florence Dr
Dove Creek Dr
Quail Run
Lansdale Dr
Plateau Dr
Coventry Ln
Redman Ln
Wellington Dr
Kensington D
Greenway Dr
Blossom Dr

Smoke Testing - Scope of Services

Process
1. Receive and upload current GIS files for subject area 2. Perform smoke testing in accordance with the NASSCO performance specification guideline 3. Split up map and designate daily target areas. Approximate footage per day is 8,000LF - 10,000LF 4. Use one or two blowers per set up depending on footage, and a crew of 3-4 operators, with at least one operator on the job that is NASSCO certified for Manholes, Pipelines and Laterals with no more than 1,000LF segments tested at a time with one blower and 1,8000LF for two blowers. 5. Temporarily bag, plug or bypass necessary manholes to test segment area 6. During test, survey area by walking on resident property and observing proper venting, defects with laterals and clean outs and pipeline defects including storm basins. Walking through resident front and rear yards is required to properly canvas the subject area. 7. Identify all defects with white marking paint and/or flags for each observation. Pictures or videos will be taken for each observation and recorded in the database. Pictures will include unique defect ID, intensity of smoke observed, closest address of defect and shall be accompanied by a close up picture of the defect and a perspective photo of the location. 8. Record all defects in database format (.csv / .xls) and include .pdf reports in electronic, or upon request, paper format. Defect information in the database shall include: Date, Weather, Crew, Setup Number, Blower MH#1, Blower MH#2 (if applicable), manholes impacted by survey, Defect ID#, Type of Defect, Intensity of Defect, Observation Notes and Pictures/Videos. Customization of fields and attribute values available upon request (possible extra fee may apply – see quotation for any additional fees). 9. Upload all final data into interactive executive dashboard program. This program allows for custom filtering and printing of defects (see deliverables samples)

Optional Service
GPS coordinates (centimeter accuracy with data correction services where available) and upon request and included in the scope of services proposal. If GPS is included in project, deliverables to include: GIS .GDB Geodatabase file of defect layer including pictures of defect tagged to Defect ID and PDF report link.
Integration Into Client Asset Management or Work Order System When included in proposal, and when available, consultant to work with utility to define repair types and populate those into client's work order management system.

Smoke Testing - Scope of Services (continued)

Notification Services and Scope
Notification is the key to success with smoke testing. Allow us to handle the resident and utility notification so that everyone is in the know. Here is our process: 1. Provide sample public notification letters, social media copy and website copy. Provide access to our PSA video on smoke testing. 2. Provide notification to Police & Fire departments including sample of resident door tag, SDS sheet for the smoke, contact information for our field supervisor and call center team and provide them with a map of the area broken down by day. 3. Collect contact email addresses and send out daily notification emails with area for testing, and previous day resident issues (if any) 4. Establish call center for resident questions. Provide 24 hour mailbox to leave message and respond to calls next business day. ***Record all customer interactions in our GIS tool for final deliverable export to client.*** 5. Print and post door tags in designated areas 2-3 days in advance of smoke testing. If smoke testing is scheduled to start on a Monday, door tags will be posted Thursday of the week prior to allow residents enough time to call with questions prior to testing. Remove any door tags still on doors after the test in the area that has been completed. 6. Post signs in the test area the morning of the smoke test. Place signs in obvious places such as the entrance and exit of neighborhoods and move signs around the test area so that the program is obvious to the residents in the area.

Responsibilities of Consultant	**Responsibilities of Client**
1. Provide all necessary crew and equpment to complete the project 2. Require and enforce that all staff wear proper identification and PPE including, but not limited to hi-vis vests. 3. Ensure that all vehicles are properly marked and have adequate safety lighting 4. Act in a polite, professional manner at all times and especially when dealing with the public 5. Report any severe observations to the point person from the client's office assigned to this project.	1. Provide contractor with all electronic data to successfully complete the project (see data requirements page) 2. Assist contractor with public issues or concerns 3. Acknowledge that consultant will not enter any resident home with concerns from smoke testing. Consultant will refer resident to contact point of contact at utility. Utility staff does not need to be present during test but person should be available to contact in case of resident issue. 4. Provide consultant with any informational pieces to leave with resident explaining process and remedies to defects noted on property (sample template provided upon request)

Smoke Testing Deliverables

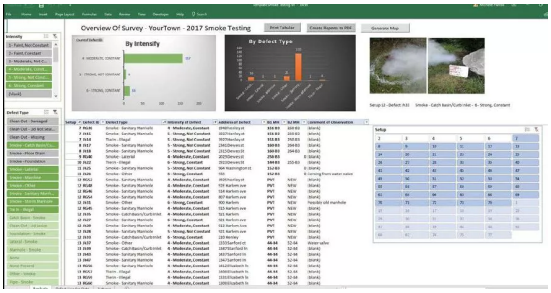


Smoke Testing Report

We record key fields including manholes tested in the line segment, type of defect, intensity and location of defect. All defects are recorded with pictures or videos and presented in report format. GPS coordinates of each defect are captured and mapped to the defect pictures.



After field work is complete we upload the defect data and pictures and package it in a Geodatabase for your use in correcting the problems in the system.



Smoke Testing Analysis Program

Our analytics program allows you to custom sort and filter based on defects. You can export filtered data in a variety of formats including .PDF, .CSV and .SHP. You can print summary and detail reports from this tool as well, making it a powerful deliverable to your utility.

Mainline Televising - Scope of Services

Pipeline Televising Field Process

1. Using a 1-3 man crew, with the operator holding a current NASSCO certification, perform pipeline televising in accordance with most recent version of the PACP (currently v7.0.3). All back office staff including a coder and reviewer will be NASSCO certified for quality control of data.
2. Provide light traffic control, as needed.
3. Provide all data in Access (NASSCO export DB) and .CSV / Excel format. Provide all video files. Provide all PDF reports including appropriate attribute information collected per level of inspection detailed below. Provide access to these files via FTP or web link and provide them via USB external hard drive when requested.

Optional Services for Additional Cost

Executive Dashboard Program

When included in proposal, we will provide all data delivered in our executive dashboard platform. This platform includes an interactive tool for filtering and prioritizing data and printing reports and viewing videos. All observations will be mapped into GIS and pictures and reports will be linked to the observation (see sample deliverables).

GPS Coordinates / Geodatabase deliverable

When included in proposal, contractor to shoot each asset using Trimble GNSS R2 receiver with centimeter accuracy (where available) with data correction services. Exceptions to centimeter accuracy might occur based on tree cover or other satellite obstruction. Contractor will make every possible effort to ensure centimeter accuracy is achieved for each asset. All data will be delivered via Geodatabase format including updating the client's existing attribute table and linking PDF reports to the asset (if requested).

Integration Into Client Asset Management or Work Order System

When included in proposal, and when available, consultant to work with utility to define repair types and populate those into client's work order management system.

Responsibilities of Duke's	Responsibilities of Client
1. Provide staff with proper identification and PPE including, but not limited to hi-vis vests. 2. Ensure that all vehicles are properly marked and have adequate safety lighting. 3. Act in a polite, professional manner at all times and especially when dealing with the public. 4. Report any severe observations to the point person from the client's office assigned to this project.	1. Provide contractor with all electronic data or PDF maps to successfully complete the project. 2. Assist contractor with public issues or concerns. 3. Assist with locating or exposing "cannot locate" or "cannot access" structures while on site. If structures cannot exposed at time of project, additional travel costs will be incurred. 4. Provide point of contact for project. 5. Make every possible effort to ensure that the survey map is current and accurate and that manhole lids are accessible so that project can be completed in designated time frame. 6. Any bypass pumping required during the project will be billed at a rate of cost + 15%, unless otherwise specified in the proposal.

Pipeline Cleaning - Scope of Services

Pipeline Cleaning Field Process
1. Using a combination jetter / vactoring unit, perform cleaning service in accordance with industry accepted practices. 2. Bypass pumping is not automatically included in this proposal. Unless specified, any required bypass pumping (upon direction of client) will be billed at a rate of cost + 15% 3. "Light Cleaning" shall consist of up to two passes through the sewer main, removing such items as light debris, fine loose roots, cobwebs or minor coating on pipe. 4. "Heavy Cleaning" shall consist of three or more passes through the sewer main, removing such items as medium debris, roots (except major tap roots requiring mechanical cleaning) and grease coating on the pipe. 5. "Mechanical Cleaning" shall be upon the direction of the client and billed at a Time and Materials rate. Mechanical cleaning shall be used to remove tap roots or heavy debris or encrustation. 6. Before and After pictures shall be taken of upstream and downstream manholes.

Responsibilities of Consultant	**Responsibilities of Client**
1. Provide all necessary crew and equpment to complete the project 2. Require and enforce that all staff wear proper identification and PPE including, but not limited to hi-vis vests. 3. If required, post signs in the area to be televised the morning of the televising at obvious points such as the entrance and exit of neighborhoods or around the telvising van. 4. Ensure that all vehicles are properly marked and have adequate safety lighting 5. Act in a polite, professional manner at all times and especially when dealing with the public 6. Report any severe observations to the point person from the client's office assigned to this project.	1. Provide contractor with all electronic data to successfully complete the project (see data requirements page) 2. Assist contractor with public issues or concerns 3. Assist with locating or exposing "cannot locate" or "cannot access" structures. 4. Provide point of contact for project. 5. Acknowledge that consultant will not enter any private area without prior consent from client (e.g. gated yard, industrial area or resident property). Any resident interactions regarding access to property may require assistance from utility point of contact.

Mainline Pipe Inspections - Sample Deliverables

Video Files & Functionality

All pipelines are televised using our IBAK mainline camera system. All televising crew and back end data processing team carry current NASSCO certifications. The analog video files allow forward, rewind and pause functionality through your freeware video player.



Mainline Camera View



Protruding Tap



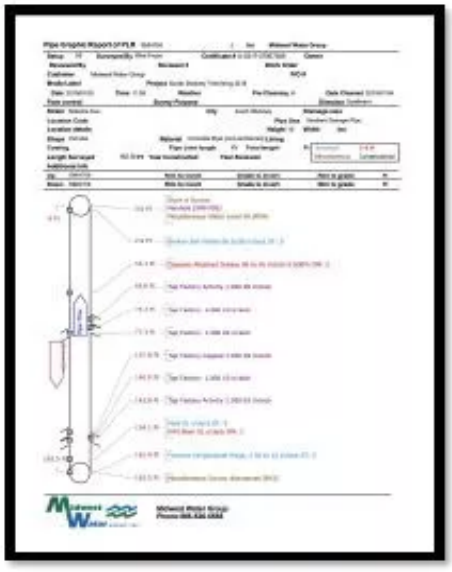
Debris Encrustation

Reporting Features

All observations are recorded in our software tool and produce NASSCO compliant reports. Customer will receive Reports are delivered in PDF format and include Tabular Report (shown below), Pipe Diagram/Flow Direction Report (shown below), Structural Graph and the O&M Graph Report. In addition to PDF format, all data is delivered in a NASSCO compliant MS Access DB export and MS Excel format for easy integration into most NASSCO compliant software platforms or internal reporting softwares. Please reach out to us if you have specific data integration needs.



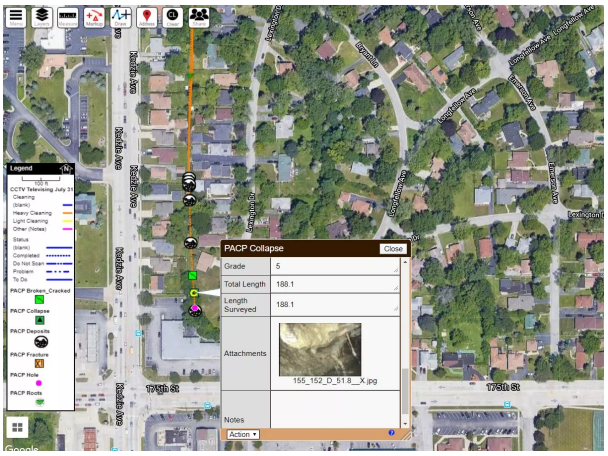
PACP Tabular Report

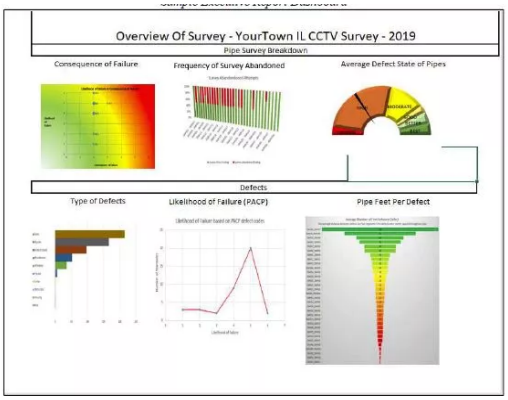


PACP Pipe Diagram Report

GIS Tool (Plotting of Observations)

Data turns into information when you can see and manipulate it. Our export feature allows you to see the condition of your pipes and quickly sort through defects such as root intrusions, leaks and broken pipes with the click of a button. Isolate out pipelines within the subject area for CIP programs with a few key strokes.





Executive Dashboard Program

Your pipeline survey is imported into a data management tool with our Executive Dashboard program. We allow you to dynamically filter, query and isolate pipeline segments and print combined PDF documents and export to GIS format. Don't spend time reading through countless PACP reports, get right to the information you need!

DUKE'S ROOTED IN INNOVATION

Headquarters: 400 Airport Rd., Suite E. | Elgin, IL 60123

Matt Bryant
City of Duncanville
330 Shadey Trail
Duncanville, TX 75137

Data Share Authorization Request

Type of Sharing Request:	☐ Reference	☐ GIS	☐ Printed Reports	☐ Full Deliverables*
Time of Share:	☐ Single Use Party of Sharing to: [Sharing Party] ☐ Unlimited Use			
Time Period:	Expiration Date: [Expiration Date] ☐ No Expiration date			

*Full Deliverables includes Work Files

CLIENT NOTES OR EXCEPTIONS

DUKES NOTES OR EXCEPTIONS

Sincerely,
Duke's Root Control, Inc.

Christina Urbina
Title:

Date:

Approved By:
City of Duncanville

Matt Bryant
Title:

Date:

STAFF REPORT

MEETING: City Council - 15 Aug 2023

TITLE:
Consider a Resolution authorizing a two-year renewal lease agreement by and between the City of Duncanville and the leasing company for undercover uses in the estimated total expenditure amount of $89,700.00.

Vision Statement:

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

STAFF RESPONSIBLE:
Kristin Downs, Chief Operations Officer
Mark LiVigni, Chief of Police

BACKGROUND/HISTORY:
The Duncanville Police Department has leased a location since June 1, 2009. The current lease expires on September 30, 2023. The department would like to enter into a two-year lease agreement. The lease will be renewed on October 1, 2023, and end on September 30, 2025.

POLICY EXPLANATION:
Due to safety and privacy concerns the lease cannot be attached or provided to the public.

FUNDING SOURCE:

ORG and Object Number
05010000-706103

Available Budget	Purchase Amount	After Encumber
$89,700.00	$89,700.00	$0.00

ACTION ALTERNATIVES:
1. Approve.
2. Do not approve.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Resolution No. - 2023-066 - 2 Year Lease Renewal - Police

RESOLUTION NO. 2023-066

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A TWO-YEAR RENEWAL LEASE AGREEMENT BY AND BETWEEN THE CITY OF DUNCANVILLE AND THE LEASING COMPANY FOR UNDERCOVER USES IN THE ESTIMATED TOTAL EXPENDITURE AMOUNT OF $89,700.00 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas has previously leased such building since June 1, 2009; and

WHEREAS, said lease provides for two (2) one-year renewals; and

WHEREAS, the City Council and the City of Duncanville, Texas, it is in the best interest of the City to renew the lease for an additional two-year term and that upon the passage of the Resolution and authorizing of such renewal.

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

SECTION 1. That the City hereby approves the terms and conditions and does hereby renew the lease dated the 1st day of October 2023, for an additional two-year term, expiring on September 30, 2025; that such renewal will be under the same terms and conditions as the primary lease as set forth; and the Parties hereby acknowledge and by acceptance of the renewal term, of $89,700.00; and, by occupancy under the terms of the renewal lease.

SECTION 2. The City Council of the City of Duncanville, Texas, hereby authorizes the Interim City Manager, or designee, to execute the appropriate and necessary contracts, documents, and/or purchase orders.

SECTION 3. If any provision of this Resolution is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Resolution shall remain in full force and effect.

SECTION 4. That this Resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 15th day of August, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 15 Aug 2023

TITLE:
Consider a Resolution authorizing the contract to purchase Personal Protective Equipment (PPE) Turnout Gear and Fire Equipment from Casco Industries, Inc., through the Buy Board Contract #698-23 for a discounted unit price bid with an estimated expenditure amount not to exceed $216,000.00.

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:
Sam Rohde, Fire Chief

BACKGROUND/HISTORY:
In order to equip our personnel with essential life safety equipment to perform their job, it is necessary for the Duncanville Fire Department to purchase and replace Personal Protective Equipment (PPE) turnout gear and fire equipment as needed. PPE gear and fire equipment such as bunker gear, helmets, gloves, fire hoses, thermal imaging cameras, blades, nozzles, etc. are used daily when responding to emergency calls for service.

POLICY EXPLANATION:
PPE and fire equipment is available for purchase from Casco Industries, through Buy Board Contract #698-23 for a discounted unit price bid awarded for PPE, fire equipment and fire supplies for an initial term that expires March 31, 2024 with two (2) optional one-year renewals (see Exhibit A). The contract covers numerous items the fire department utilizes on a regular basis with discounted unit pricing.

This authorization allows City Staff to contract this service on an as-needed basis potentially through March 31, 2026 with an estimated expenditure amount not to exceed $216,000 through the term of the Contract period(s). (FY23 - $56,000.00, FY24 - $80,000.00, FY25 - $80,000.00).

Local Government Code Section 271.102 provides for the voluntary participation in cooperative purchasing programs with another local government or a local cooperative and satisfies any state law requiring competitive bids.

Funding amounts listed below are for FY23, as FY24 and FY25 budgets have not been approved yet.

FUNDING SOURCE:

ORG and Object Number
01077200-700221 - CLOTHING: ($38,626.00); 01077200-700230 - MISCELLANEOUS SUPPLIES: ($15,254.00); 01077200-700662 - EQUIPMENT MAINTENANCE: ($1,500.00)

Available Budget	**Purchase Amount**	**After Encumber**
$65,000	$56,000	$9,000

ACTION ALTERNATIVES:

1. Approve a contract to purchase $216,000.00 of Personal Protective Equipment (PPE) turnout gear and fire equipment as needed.
2. Do not provide funding for Staff to procure Personal Protective Equipment (PPE) turnout gear and fire equipment as needed.
3. Other actions as directed by Council.

ATTACHMENTS:
Exhibit A - Casco Industries, Inc. - Renewed BuyBoard Contract 698-23
Resolution No. - 2023-065 - Contract with Casco Industries, Inc. - Pdf
CascoIndustriesSoleSource

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

February 7, 2023

Sent Via Email: david@cascoindustries.com

David Stewart
Casco Industries, Inc.
607 W. 62nd Street
Shreveport, LA 71106

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 698-23, Public Safety and Firehouse 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 April 1, 2023 through March 31, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 698-23 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at 800-695-2919.

Sincerely,

Leigh Clover, 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: Public Safety and Firehouse Supplies and Equipment

Proposal Due Date/Opening Date and Time: November 10, 2022, at 4:00 PM

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

Proposal Invitation Number: 698-23

Anticipated Cooperative Board Meeting Date: February 2023

Contract Term: April 1, 2023, through March 31, 2024, with two possible one-year renewals.

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Casco Industries, Inc. Name of Proposing Company	11/9/2022 Date
607 W. 62nd Street Street Address	David Stewart Signature of Authorized Company Official
Shreveport, LA 71106 City, State, Zip	David Stewart Printed Name of Authorized Company Official
318-865-5107 Telephone Number of Authorized Company Official	Purchasing Manager Position or Title of Authorized Company Official
253-681-7877 Fax Number of Authorized Company Official	72-0698936 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: DS

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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: DS

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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	
Casco Industries, Inc.	607 W. 62nd Street	
City	**State**	**Zip Code**
Shreveport	LA	71106

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☑ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☑ No **Initial:** DS

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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: DS

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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:** DS

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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: DS

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DEVIATION AND COMPLIANCE

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

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

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

Please check (√) one of the following:

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

List and fully explain any deviations you are submitting:

_____

_____

_____

_____

_____

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VENDOR CONSENT FOR NAME BRAND USE

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

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

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

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

OPT OUT:

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

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

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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

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

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

Please check (√) one of the following:

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

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

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

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: DS

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B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: DS

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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 each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

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

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

■ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** DS

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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

Casco Industries, Inc.

Company Name

David Stewart

Signature of Authorized Company Official

David Stewart

Printed Name and Title

11/9/2022

Date

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PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: Casco Industries, Inc.

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

Please check (√) one of the following:

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

☐ Other (Specify: _____)

State of Incorporation (if applicable): LA

Federal Employer Identification Number: 72-0698936

(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.)*

Casco Industries, Inc.

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.
Casco Industries, Inc.

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

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

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

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 8007

Requester's name and address (optional)

6 City, state, and ZIP code
Shreveport, LA 71148

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	2	–	0	6	9	8	9	3	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. Caddenhead **Date ▶** 1-24-22

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: $ 4,500,000.00. (The period of the 12-month period is 01/2021 / 12/2021). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N		
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)	Y		EE08-19
7. Choice Partners	N		
8. The Interlocal Purchasing System (TIPS)	N		
9. Other	N		

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 5%-50% depends on item number **Proposed Discount (%):** 5%-50% depends on item number

Explanation: Casco Industries, Inc. has multiple contract categories/items with different discounts offered.

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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.	Dallas City of	Craig Johnson	214-670-0254	craig.johnson@dallascityhall.com	25%	$1712981.00
2.	McKinney City of	Larry Etcheverry	972-547-2852	letcheverry@mckinneytexas.org	25%	$477918.00
3.	McAllen City of	Rodolfo Ramirez	965-681-2500	rramirez@mcallen.net	25%	$469394.00
4.	Odessa City of	Melissa Valdez	432-335-3251	mvaldez@odessa-tx-gov	25%	$673290.00
5.	Georgetown City of	Bill Sherek	512-930-3600	bill.sherek@georgetown.org	25%	$555768.00

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.)

Casco Industries, Inc.

Company Description

Casco sells all major brands of firefighting equipment in a 9 State area with offices and warehouses in 7 States, we are the exclusive distributor for several major brands of fire equipment and protective clothing.

Organization Type

C Corporation

Tax ID Number

72069893_____

FEIN SSN/ITIN Other

Formation Date 1/1/1969

Formation State Louisiana

Website www.cascoindustries.com

Company Address

Address 1

607 West 62 Street

City

Shreveport

State/Province

Louisiana

Zip/Postal

71106

Country

United States

Main Phone (318) 865-5107 Ext: 106

Toll Free (800) 551-8787

Fax (253) 681-7877

Contact Name

David Stewart

Email

david@cascoindustries.com

General/Corporate Address

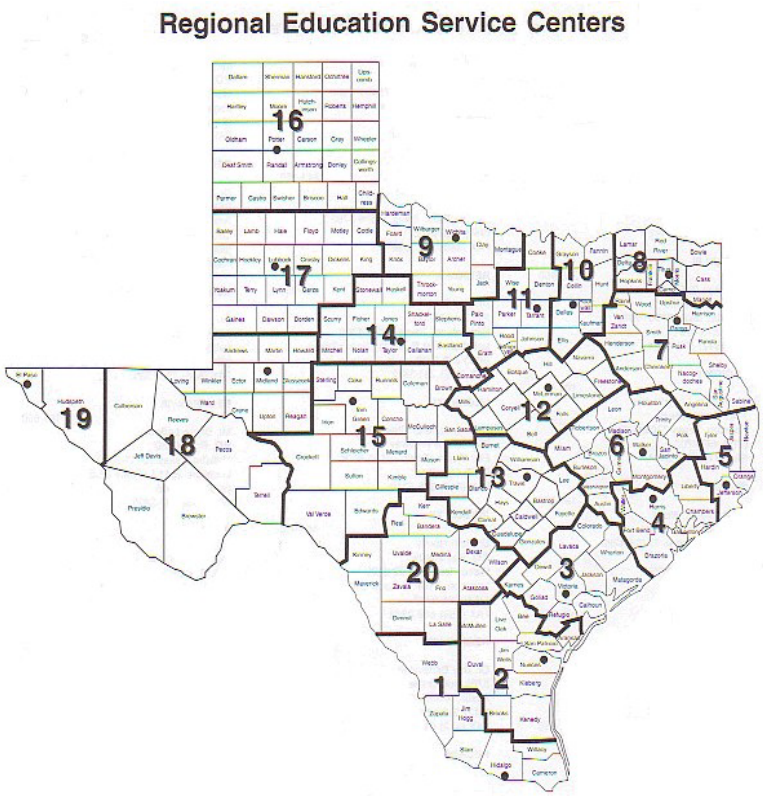
Address	607 West 62 Street Shreveport, LA 71106
Phone	(318) 865-5107 x106
Toll Free	(800) 551-8787
Fax	(253) 681-7877

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TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.



Region and Headquarters

1 Edinburg
2 Corpus Christi
3 Victoria
4 Houston
5 Beaumont
6 Huntsville
7 Kilgore
8 Mount Pleasant
9 Wichita Falls
10 Richardson
11 Fort Worth
12 Waco
13 Austin
14 Abilene
15 San Angelo
16 Amarillo
17 Lubbock
18 Midland
19 El Paso
20 San Antonio

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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** at least five (5) business days prior to the Proposal Due Date.) ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

Casco Industries, Inc.	698-23
Name of Vendor	Proposal Invitation Number
David Stewart	David Stewart
Signature of Authorized Company Official	Printed Name of Authorized Company Official

11/9/2022
Date

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LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)
Casco Industries, Inc.	Jessie Gentry	1517 W. Carrier Pkwy Ste. 118, Grand Prairie, TX 75050, 972-522-0800, 318-865-8157, jessie@cascoindustries.com
Casco Industries, Inc.	Teri Rutter	705 S. 8th, LaPorte, TX 77571, 281-443-0999, 281-443-0858, teri@cascoindustries.com
Casco Industries, Inc.	Sara Pettypool	21941 I-30 Suite 6, Bryant, AR 72022, 501-840-3595, 318-865-8157, sara@cascoindustries.com
Casco Industries, Inc.	Grant Deason	3601 NW 10th Street, Oklahoma City, OK 73107, 405-570-9880, 318-865-8157, gdeason@cascoindustries.com

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MANUFACTURER DEALER DESIGNATION

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

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

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

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

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

_____

Designated Dealer Name | Designated Dealer Contact Person

_____

Designated Dealer Address

_____ _____ _____

City | State | Zip

_____ _____

Phone Number | Fax Number

_____ _____

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

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PROPOSAL INVITATION QUESTIONNAIRE

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

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

Casco Industries, Inc. has been in business for 73 years.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Casco Industries, Inc. has one Purchasing Manager with one agent to assist. Casco Industries, Inc. has two sales managers and one office manager that over sees a staff of seven assistants that assist in contracts and major issues.

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.

Casco Industries, Inc. will advertise on our website and all our social media outlets such as Facebook, IG and Twitter. Casco Industries has 42 outside salesmen that call on customers daily and will also discuss BuyBoard. Casco Industries will promote BuyBoard at our local shows we display at.

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4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

See attached letter from Regions Bank regarding our financial strength.

Per our insurance agent "Keith D. Peterson & Company Inc. Insurance" our bonding capacity is $1,500,000.00 for single job / $3,000,000.00 aggregate. There have been no bankruptcy, receivership or insolvency proceeding in the last seven years.

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.

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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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: Casco Industries, Inc.

David Stewart
Signature of Vendor Authorized Representative

Printed Name: David Stewart

Title: Purchasing Manager

Date: 11/9/2022

(*For Cooperative Administrator Use Only)*

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

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REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☑ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

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

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☑ Reviewed/Completed: **Vendor Business Name**
☑ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☑ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☑ Reviewed/Completed: **Governmental References**
☑ Reviewed/Completed: **Company Profile**
☑ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☑ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☑ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☑ Reviewed/Completed: **Local/Authorized Seller Listings**
☑ Reviewed/Completed: **Manufacturer Dealer Designation**
☑ Reviewed/Completed: **Proposal Invitation Questionnaire**
☑ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*

☑ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.*

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PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE: 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**.

Section I: Public Safety Supplies and Equipment

1. Discount (%) off catalog/pricelist for **Firearms and Ammunition.**
2. Discount (%) off catalog/pricelist for **Tactical Equipment.**
3. Discount (%) off catalog/pricelist for **Night Sticks and Batons.**
4. Discount (%) off catalog/pricelist for **Riot Equipment/Body Armor**.
5. Discount (%) off catalog/pricelist for **Public Safety Vehicle Equipment and Related Accessories.**
6. Discount (%) off catalog/pricelist for **Tear Gas/Mace and Related Items.**
7. Discount (%) off catalog/pricelist for **Night Vision and Infrared Equipment.**
8. Discount (%) off catalog/pricelist for **Thermal Imaging Equipment and Products.**
9. Discount (%) off catalog/pricelist for **Flashlights, Batteries, and Related Items.**
10. Discount (%) off catalog/pricelist for **Electronic Stand-up Vehicles (ESV).**
11. Discount (%) off catalog/pricelist for **All Types of Public Safety Patrol Bicycles, Supplies and Related Accessories.**
12. Discount (%) off catalog/pricelist for **Public Safety Rescue Equipment.**
13. Discount (%) off catalog/pricelist for **Handcuffs and Restraints.**
14. Discount (%) off catalog/pricelist for **Scopes and Binoculars.**
15. Discount (%) off catalog/pricelist for **Alcohol and Drug Testing Products and Related Services.**
16. Discount (%) off catalog/pricelist for **Law Enforcement Training Targets.**
17. Discount (%) off catalog/pricelist for **Fingerprint Equipment and Supplies.**
18. Discount (%) off catalog/pricelist for **Law Enforcement Knives and Tools** (multipurpose tools, clip tools, mini tools, and related accessories).
19. Discount (%) off catalog/pricelist for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.**
20. Discount (%) off catalog/pricelist for **Weather Monitoring Systems.**
21. Discount (%) off catalog/pricelist for **Red Light Monitoring Systems.**
22. Discount (%) off catalog/pricelist for **Speed Enforcement Equipment.**
23. Discount (%) off catalog/pricelist for **Public Safety Life Preserver and Related Items.**
24. Discount (%) off catalog/pricelist for **Emergency Radio Dispatch Consoles and related items.**
25. Discount (%) off catalog/pricelist for **Safety and Security Window Film Products.**
26. Discount (%) off catalog/pricelist for **Gunshot and Threat Detection Products and Systems.**
27. Discount (%) off catalog/pricelist for **All Types Security Access Doors and related accessories** (accordion, roll up, wood fold, flat lead post, narrow lead post, and curved).
28. Discount (%) off catalog/pricelist for **All Other Public Safety Products and Equipment.**
29. Discount (%) off catalog/pricelist for **Public Safety Equipment Repair Parts.**
30. Discount (%) off catalog/pricelist for **Public Safety Equipment and Products Maintenance/Warranty Agreements.**

Section II: Firehouse Supplies and Equipment

31. Discount (%) off catalog/pricelist for **Breathing Apparatus.**

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

32. Discount (%) off catalog/pricelist for **Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags.**
33. Discount (%) off catalog/pricelist for **Turnout Gear.**
34. Discount (%) off catalog/pricelist for **Nomex Station Uniforms.**
35. Discount (%) off catalog/pricelist for **Communication Devices and Systems.**
36. Discount (%) off catalog/pricelist for **EMS Supplies and Equipment.**
37. Discount (%) off catalog/pricelist for **Portable Lighting Equipment.**
38. Discount (%) off catalog/pricelist for **Vehicle Light Bars, Sirens, and Speakers.**
39. Discount (%) off catalog/pricelist for **Fire Extrication Rescue Equipment.**
40. Discount (%) off catalog/pricelist for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.**
41. Discount (%) off catalog/pricelist for **Gas Detection Devices, Cameras, and Systems.**
42. Discount (%) off catalog/pricelist for **Fire Hose and Nozzles.**
43. Discount (%) off catalog/pricelist for **Fire Extinguishers and Fire Fighting Foam.**
44. Discount (%) off catalog/pricelist for **Fire Hose Hydrostatic Testing Services.**
45. Discount (%) off catalog/pricelist for **Fire Fighting Training Materials and Equipment.**
46. Discount (%) off catalog/pricelist for **Optical Emergency Traffic Pre-Emption Supplies and Equipment.**
47. Discount (%) off catalog/pricelist for **All Other Firehouse Equipment and Supplies**.
48. Discount (%) off catalog/pricelist for **Firehouse Equipment Repair Parts.**
49. Discount (%) off catalog/pricelist for **Firehouse Equipment and Products Safety Maintenance/Warranty Agreements.**

Section III: Installation and Repair Service

50. **Hourly Labor Rate for Installation/Repair Service of Public Safety Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Public Safety Equipment and Products.
51. **Hourly Labor Rate for Installation/Repair Service of Firehouse Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Firehouse Equipment and Products.

Casco Industries, Inc. Information

Contact:	David Stewart
Address:	607 West 62 Street Shreveport, LA 71106
Phone:	(318) 865-5107 x106
Fax:	(253) 681-7877
Toll Free:	(800) 551-8787
Email:	david@cascoindustries.com
Web Address:	www.cascoindustries.com

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

David Stewart
Signature

david@cascoindustries.com
Email

Submitted at 11/10/2022 02:55:43 PM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 698-23 Public Safety and Firehouse Supplies and Equipment — BuyBoard Proposal-No-698-23 Final.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 — MSA Full Price List Only 10-22.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 — Casco Inustries Service Document.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 — Casco Industries 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.)

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

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

Response Attachments

Nightstick Bayco Pricing Effective 03-15-2022.xls

Nightstick Bayco Price List

True North Gear 2023 Price List.xlsx

True North Gear Price List

Bullard Wildfire 2022 Price List.xlsx

Bullard Wildfire Price List

Streamlight Fire 2022 Price List.xlsx

Streamlight Fire Price List

Firecraft Safety 2022 Pricing.pdf

Firecraft Safety Price List

OHD GLOBAL 2022 QuantiFit2 Price List US.pdf

OHD Global Price List

Life_Liner_USA 2022 Price List.pdf

Life Liners by Stanfield FR Price List

Globe Footgear Price List 10-22.pdf

Globe Footgear Price List

Veridian FPG Glove List Pricing October 2022.pdf

Veridian FPG Glove Price List

Akron Brass Company Price List 2022.xlsx

Akron Brass Company Price List

Regions Bank 2022 Letter to Insurance Co Annually.docx.pdf

Regions Bank Letter for Financial Strength

GLOBE GEAR ATHLETIX - 2022 Price List 10.1.22.pdf

Globe Gear Athletix Price List

GLOBE GEAR PANT SYSTEM - 2022 Price List 10.1.22.pdf

Globe Gear GPS Price List

GLOBE GEAR ACCESSORIES AND LETTERS - 2022 Price List 10.1.22.pdf

Globe Gear Accessories and Letters Price List

GLOBE G-XTREME 3.0 - 2022 Price List 10.1.22.pdf

Globe Gear GX3 Price List

GLOBE G-XCEL - 2022 Price List 10.1.22.pdf

Globe Gear GXL Price List

GLOBE CLASSIX and METRO - 2022 Price List 10.1.22.pdf

Globe Gear Classix and Metro Price List

GLOBE CLASSIX SE - 2022 Price List 10.1.22.pdf

Globe Gear Classix SE Price List

Lion Bodygueard StationWear Price List.pdf

Lion Bodyguard Stationwear Price List

LION Thorogood Boots Price List.pdf

Lion Thorogood Fire Boot Price List

Black Diamond 2022 Price List.pdf

Black Diamond Protective Equip Price List

Propper International 2022 Price List.xlsx

Propper International Price List

Firecom by Sonetics Price List 2022.pdf

Firecom by Sonetics Price List 2022

Genesis Rescue Systems Price List 2022.pdf

Genesis Rescue Systems Price List

PMI ROPE 2022 PRICE LIST.xls

PMI ROPE 2022 PRICE LIST

RescueTECH1 2022 Price List.xlsx

RescueTECH1 2022 Price List

CrewBoss 2022 Price List.xlsx

CrewBoss 2022 Price List

PGI Inc. Price List 2022.pdf

PGI Inc. Price List

SHELBY SPECIALTY GLOVES PRICE LIST.pdf

SHELBY SPECIALTY GLOVES PRICE LIST

FRC Safe Fleet Brand Price List 2022.xlsx

FRC Safe Fleet Brand Price List

NRS RESCUE PRICE LIST 2022.csv

NRS RESCUE PRICE LIST 2022

North American Fire Hose Corp. Price List 2022.pdf

North American Fire Hose Corp. Price List

Bauer Compressors Inc. Parts Price List 2022.pdf

Bauer Compressors Inc. Parts Price List 2022

Bauer Compressors Inc. Air Storage PRICE SHEETS 2022.pdf

Bauer Compressors Inc. Air Storage PRICE SHEETS 2022

Bauer Compressors Inc. DIVE MATE PRICE SHEETS 2022.pdf

Bauer Compressors Inc. DIVE MATE PRICE SHEETS 2022

Bauer Compressors Inc. VERTICUS PRICE SHEETS 2022.pdf

Bauer Compressors Inc. VERTICUS PRICE SHEETS 2022

Bauer Compressors Inc. VERTICUS PLUS PRICE SHEETS 2022.pdf

Bauer Compressors Inc. VERTICUS PLUS PRICE SHEETS 2022

Bauer Compressors Inc. VERTECON PRICE SHEETS 2022.pdf

Bauer Compressors Inc. VERTECON PRICE SHEETS 2022

Bauer Compressors Inc. UNICUS 4S PRICE SHEETS 2022.pdf

Bauer Compressors Inc. UNICUS 4S PRICE SHEETS 2022

Bauer Compressors Inc. UNICUS 4i PRICE SHEETS 2022.pdf

Bauer Compressors Inc. UNICUS 4i PRICE SHEETS 2022

Bauer Compressors Inc. TCOM LITE PRICE SHEETS 2022.pdf

Bauer Compressors Inc. TCOM LITE PRICE SHEETS 2022

Bauer Compressors Inc. OPEN DESIGNS PRICE SHEETS 2022.pdf

Bauer Compressors Inc. OPEN DESIGNS PRICE SHEETS 2022

Bauer Compressors Inc. CFS5.5 PRICE SHEETS 2022.pdf

Bauer Compressors Inc. CFS5.5 PRICE SHEETS 2022

Bauer Compressors Inc. LEGACY PRICE SHEETS 2022.pdf

Bauer Compressors Inc. LEGACY PRICE SHEETS 2022

Bauer Compressors Inc. Portables Price List 2022.pdf

Bauer Compressors Inc. Portables Price List 2022

CIRCUL-AIR CORP INTERNATIONAL PRICE LIST 2022.pdf

CIRCUL-AIR CORP INTERNATIONAL PRICE LIST 2022

CET Portable Pump price list 2022.pdf

CET Portable Pump price list 2022

Council Tool Company Price List.xlsx

Council Tool Company Price List.

VFC Workwear Workrite Pricre List 2022.xlsx

VFC Workwear Workrite Pricre List 2022

Falmefighter by SPC Brass Co Price List.xlsx

Falmefighter by SPC Brass Co Price List

North American Fire Hose Corp. Price List 2022.pdf

North American Fire Hose Corporation Price List 2022

Kuriyama Of America Fire Products Price List.xlsx

Kuriyama Of America Fire Products Price List

Bulldog Hose Company 2022 Price List.xlsx

Bulldog Hose Company 2022 Price List

Nupla Tools Price List.xlsx

Nupla Tools Price List

Zico Ziamatic Corporation Price List 2022.xlsx

Zico Ziamatic Corporation Price List 2022

National Foam Price List 2022.pdf

National Foam Price List 2022

Chemguard Chemicals JCI Price List.pdf

Chemguard Chemicals JCI Price List

Snap-Tite Fire Quip Price Sheet 2022.pdf

Snap-Tite Fire Quip Price Sheet 2022

Verde Microblaze Price List -Jan 1 2022.pdf

Verde Microblaze Price List

FoxFury Lighting Solutions Price List.pdf

FoxFury Lighting Solutions Price List

BlastMask Price List.pdf

BlastMask Price List

Ram'd Air Gear Dryer Dealer Price List.pdf

Ram'd Air Gear Dryer Dealer Price List

Majestic Fire Apparel Hoods Price List.xlsx

Majestic Fire Apparel Hoods Price List

TEMPEST LEADER FIRE Equipment Price List 2022.pdf

TEMPEST LEADER FIRE Equipment Price List 2022

C&S Supply Inc. Price List 2022.xlsx

C&S Supply Inc. Price List 2022

Rice Hydro Inc. Price List 2022.pdf

Rice Hydro Inc. Price List 2022

Elkhart Brass by Safe Fleet PriceList.pdf

Elkhart Brass by Safe Fleet PriceList

Crestar Firefighting Equipment Price List.xlsx

Crestar Firefighting Equipment Price List

Harrington Inc. LDH Systems Price List 2022.xls

Harrington Inc. LDH Systems Price List 2022

Groves ReadyRack Incorporated Price List.xlsx

Groves ReadyRack Incorporated Price List

Ramfan Euramco Safety Inc. Price List 2022.pdf

Ramfan Euramco Safety Inc. Price List 2022

Husky Portable Containment Price List 2022.pdf

Husky Portable Containment Price List 2022

Hale Parts Portable Price List.xlsx

Hale Parts Portable Price List

Hale Portable Pumps Idesx F&S Price List.xlsx

Hale Portable Pumps Idesx F&S Price List

MSA Price List Full Line10-22.xlsx

MSA Price List Full Line

MSA Price List GX2 ATO 10-22.pdf

MSA Price List GX2 ATO

MSA Price List Altair 5X ATO 10-22.pdf

MSA Price List Altair 5X ATO

MSA Price List Altair 4XR ATO 10-22.pdf

MSA Price List Altair 4XR ATO

MSA Price List Passport Front ATO 10-22.pdf

MSA Price List Passport Front ATO

MSA Price List Standard Front ATO 10-22.pdf

MSA Price List Standard Front ATO

MSA Price List XR2 ATO 10-22.pdf

MSA Price List XR2 ATO

MSA Price List Modern Rescue ATO's 10-22.pdf

MSA Price List Modern Rescue ATO

MSA Price List Traditional Helmet ATO's 10-22.pdf

MSA Price List Traditional Helmet ATO

MSA Price List G1 PremAire Cadet Escape ATO 10-22.pdf

MSA Price List G1 PremAire Cadet Escape ATO

MSA Price List G1 Facepiece ATO 10-22.pdf

MSA Price List G1 Facepiece ATO

MSA Price List G1 Scba Fire 10-22.pdf

MSA Price List G1 Scba Fire

KOCHEK PriceList 2022.xlsx

Kocheck Price List

Vanguard Safety Wear Price List.pdf

Vanguard Safety Wear Price List

SC Products Price List.xlsx

SC Products Price List

Fire Hose Nozzle Direct Price Sheet.xlsx

Fire Hose Nozzle Direct Price Sheet

Milnor Gear Guardian Equipment.pdf

Milnor Gear Guardian Equipment

Bid Attributes

1	**Federal Identification Number** Federal Identification Number 72-0698936
2	**HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification** HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification
3	**No Israel Boycott Certification** A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1). By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification. Yes

4 **No Excluded Nation or Foreign Terrorist Organization Certification**

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

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

Yes

5 **MWBE/HUB Status Certification**

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

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

6 **Minority Owned Business**

Minority Owned Business

☐ *Minority Owned Business (Yes)*

7 **Women Owned Business**

Women Owned Business

☑ Women Owned Business (Yes)

8 **Service-Disabled Veteran Owned Business**

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

☐ *Service-Disabled Veteran Owned Business (Yes)*

9 **Certification Number**

Certification Number

No response

10 **Name of Certifying Agency**

Certifying Agency

No response

11 **Non-MWBE/HUB**

My company has NOT been certified as a MWBE/HUB

☑ Non-HUB (Yes)

12 **Vendor General Contact Information**

Proposal/Contract General Contact Information

13	**Vendor Proposal/Contract Contact Name** Vendor Proposal/Contract Contact Name David Stewart
14	**Vendor Proposal/Contract Contact E-mail Address** Vendor Proposal/Contract Contact E-mail Address david@cascoindustries.com
15	**Vendor Proposal/Contract Mailing Address** Vendor Proposal/Contract Mailing Address 607 W. 62nd Street
16	**Vendor Proposal/Contact Mailing Address - City** Vendor Proposal/Contact Mailing Address - City Shreveport
17	**Vendor Proposal/Contact Mailing Address - State** Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name) LA
18	**Vendor Proposal/Contact Mailing Address - Zip Code** Vendor Proposal/Contact Mailing Address - Zip Code 71106
19	**Vendor Proposal/Contact Phone Number** Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx) 3184554467
20	**Vendor Proposal/Contact Extension Number** Vendor Proposal/Contact Extension Number 106
21	**Company Website** Company Website (www.XXXXX.com) www.cascoindustries.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 david@cascoindustries.com
24	**Purchase Order Contact Name** Purchase Order Contact Name David Stewart
25	**Purchase Order Contact Phone Number** Purchase Order Contact Phone Number (xxx-xxx-xxxx) 3188655107
26	**Purchase Order Contact Extension Number** Purchase Order Contact Extension Number 106
27	**Alternate Purchase Order E-mail Address** Alternate Purchase Order E-mail Address purchasing@cascoindustries.com
28	**Alternate Purchase Order Contact Name** Alternate Purchase Order Contact Name Aaron Miller
29	**Alternate Purchase Order Contact Phone Number** Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx) 3188655107
30	**Alternate Purchase Order Contact Extension Number** Alternate Purchase Order Contact Extension Number 107
31	**Purchase Orders Contact Information** All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders. **Please select options below for receipt of Purchase Orders and provide the requested information:** • Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract. Yes
32	**Request for Quotes (â€œRFQâ€)** Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

33	**Request for Quote (RFQ) E-mail Address** Request for Quote (RFQ) E-mail Address david@cascoindustries.com
34	**Request for Quote (RFQ) Contact Name** Request for Quote (RFQ) Contact Name David Stewart
35	**Request for Quote (RFQ) Contact Phone Number** Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) 3188655107
36	**Request for Quote (RFQ) Contact Extension Number** Request for Quote (RFQ) Contact Extension Number 106
37	**Alternate Request for Quote (RFQ) E-mail Address** Alternate Request for Quote (RFQ) E-mail Address purchasing@cascoindustries.com
38	**Alternate Request for Quote (RFQ) Contact Name** Alternate Request for Quote (RFQ) Contact Name Aaron Miller
39	**Alternate Request for Quote (RFQ) Contact Phone Number** Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) 3188655107
40	**Alternate Request for Quote (RFQ) Contact Extension Number** Alternate Request for Quote (RFQ) Contact Extension Number 107
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

Casco Industries Inc

44 **Invoice Company Department Name**

Invoice Company Department Name

Casco Industries Inc AP

45 **Invoice Contact Name**

Invoice Contact Name

Melissa Schaumburg

46 **Invoice Mailing Address**

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

607 W. 62nd Street

47 **Invoice Mailing Address - City**

Invoice Mailing Address - City

Shreveport

48 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

LA

49 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

71106

50 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

3188655107

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

melissa@cascoindustries.com

54 **Invoice Contact Alternate E-mail Address**

Invoice Contact Alternate E-mail Address

purchasing@cascoindustries.com

55 **Billing Agent Company Name**

Billing Agent Company Name

Casco Industries Inc

56 **Billing Agent Department Name**

Billing Agent Department Name

No response

57 **Billing Agent Contact Name**

Billing Agent Contact Name

No response

58 **Billing Agent Mailing Address**

Billing Agent Mailing Address (P.O. Box or Street Address)

No response

59 **Billing Agent Mailing Address - City**

Billing Agent Mailing Address - City

No response

60 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

No response

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

Billing Agent Mailing Address - Zip Code

No response

62 **Billing Agent Contact Phone Number**

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

No response

63	**Billing Agent Contact Extension Number** Billing Agent Contact Extension Number *No response*
64	**Billing Agent Fax Number** Billing Agent Fax Number *No response*
65	**Billing Agent Contact E-mail Address** Billing Agent Contact E-mail Address *No response*
66	**Billing Agent Alternative E-mail Address** Billing Agent Alternative E-mail Address *No response*
67	**Shipping Via** Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other Prepaid and Add to Invoice
68	**Payment Terms** *Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).* Net 30
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

Casco Industries Inc

75 **Texas Regional Service Designation**

Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

All Regions

76 **Region 1**

Region 1 - Edinburg

☐ *Region 1 (1)*

77 **Region 2**

Region 2 - Corpus Christi

☐ *Region 2 (2)*

78 **Region 3**

Region 3 - Victoria

☐ *Region 3 (3)*

79 **Region 4**

Region 4 - Houston

☐ *Region 4 (4)*

80 **Region 5**

Region 5 - Beaumont

☐ *Region 5 (5)*

81 **Region 6**

Region 6 - Huntsville

☐ *Region 6 (6)*

82 **Region 7**

Region 7 - Kilgore

☐ *Region 7 (7)*

83	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8 (8)*
84	**Region 9** Region 9 - Wichita Falls ☐ *Region 9 (9)*
85	**Region 10** Region 10 - Richardson ☐ *Region 10 (10)*
86	**Region 11** Region 11 - Fort Worth ☐ *Region 11 (11)*
87	**Region 12** Region 12 - Waco ☐ *Region 12 (12)*
88	**Region 13** Region 13 - Austin ☐ *Region 13 (13)*
89	**Region 14** Region 14 - Abilene ☐ *Region 14 (14)*
90	**Region 15** Region 15 - San Angelo ☐ *Region 15 (15)*
91	**Region 16** Region 16 - Amarillo ☐ *Region 16 (16)*
92	**Region 17** Region 17 - Lubbock ☐ *Region 17 (17)*
93	**Region 18** Region 18 - Midland ☐ *Region 18 (18)*
94	**Region 19** Region 19 - El Paso ☐ *Region 19 (19)*

95	**Region 20** Region 20 - San Antonio ☐ *Region 20 (20)*
96	**State Service Designation** **State Service Designation - Refer to Form in Proposal Invitation.** As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.*** If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*
97	**Company Name** Company Name Casco Industries Inc
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 (AL)*
100	**Alaska** Alaska ☐ *Alaska (AK)*
101	**Arizona** Arizona ☐ *Arizona (AZ)*
102	**Arkansas** Arkansas ☑ Arkansas (AR)
103	**California** California (Public Contract Code 20118 & 20652) ☐ *California (CA)*

104	**Colorado** Colorado ☑ Colorado (CO)
105	**Connecticut** Connecticut ☐ *Connecticut (CT)*
106	**Delaware** Delaware ☐ *Delaware (DE)*
107	**District of Columbia** District of Columbia ☐ *District of Columbia (DC)*
108	**Florida** Florida ☐ *Florida (FL)*
109	**Georgia** Georgia ☐ *Georgia (GA)*
110	**Hawaii** Hawaii ☐ *Hawaii (HI)*
111	**Idaho** Idaho ☐ *Idaho (ID)*
112	**Illinois** Illinois ☐ *Illinois (IL)*
113	**Indiana** Indiana ☐ *Indiana (IN)*
114	**Iowa** Iowa ☐ *Iowa (IA)*
115	**Kansas** Kansas ☑ Kansas (KS)

116	**Kentucky** Kentucky ☐ *Kentucky (KY)*
117	**Louisiana** Louisiana ☑ Louisiana (LA)
118	**Maine** Maine ☐ *Maine (ME)*
119	**Maryland** Maryland ☐ *Maryland (MD)*
120	**Massachusetts** Massachusetts ☐ *Massachusetts (MA)*
121	**Michigan** Michigan ☐ *Michigan (MI)*
122	**Minnesota** Minnesota ☐ *Minnesota (MN)*
123	**Mississippi** Mississippi ☐ *Mississippi (MS)*
124	**Missouri** Missouri ☐ *Missouri (MO)*
125	**Montana** Montana ☐ *Montana (MT)*
126	**Nebraska** Nebraska ☐ *Nebraska (NE)*
127	**Nevada** Nevada ☐ *Nevada (NV)*

128	**New Hampshire** New Hampshire ☐ *New Hampshire (NH)*
129	**New Jersey** New Jersey ☐ *New Jersey (NJ)*
130	**New Mexico** New Mexico ☑ New Mexico (NM)
131	**New York** New York ☐ *New York (NY)*
132	**North Carolina** North Carolina ☐ *North Carolina (NC)*
133	**North Dakota** North Dakota ☐ *North Dakota (ND)*
134	**Ohio** Ohio ☐ *Ohio (OH)*
135	**Oklahoma** Oklahoma ☑ Oklahoma (OK)
136	**Oregon** Oregon ☐ *Oregon (OR)*
137	**Pennsylvania** Pennsylvania ☐ *Pennsylvania (PA)*
138	**Rhode Island** Rhode Island ☐ *Rhode Island (RI)*
139	**South Carolina** South Carolina ☐ *South Carolina (SC)*

140	**South Dakota** South Dakota ☐ *South Dakota (SD)*
141	**Tennessee** Tennessee ☐ *Tennessee (TN)*
142	**Texas** Texas ☑ Texas (TX)
143	**Utah** Utah ☐ *Utah (UT)*
144	**Vermont** Vermont ☐ *Vermont (VT)*
145	**Virginia** Virginia ☐ *Virginia (VA)*
146	**Washington** Washington ☐ *Washington (WA)*
147	**West Virginia** West Virginia ☐ *West Virginia (WV)*
148	**Wisconsin** Wisconsin ☐ *Wisconsin (WI)*
149	**Wyoming** Wyoming ☐ *Wyoming (WY)*

Bid Lines

1	**Section I: Public Safety Supplies and Equipment** Discount (%) off catalog/pricelist for **Firearms and Ammunition.** Catalog/Pricelist MUST be included or proposal will not be considered. ***No Bid*** Item Notes: **PROPOSAL NOTE:** 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*

2 **Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/pricelist for **Tactical Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** 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

3 **Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Night Sticks and Batons.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** 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

4 **Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/pricelist for **Riot Equipment/Body Armor.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** 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: Public Safety Supplies and Equipment**

Discount (%) off catalog/pricelist for **Public Safety Vehicle Equipment and Related Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** 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 I: Public Safety Supplies and Equipment**

Discount (%) off catalog/pricelist for **Tear Gas/Mace and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** 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

7 **Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/pricelist for **Night Vision and Infrared Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** 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

8 **Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/pricelist for **Thermal Imaging Equipment and Products.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes: **PROPOSAL NOTE:** 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".

MSA Price List

9 **Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/pricelist for **Flashlights, Batteries, and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 40%

Item Notes: **PROPOSAL NOTE:** 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".

Nightstick Public Safety

Alternate 1

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for Flashlights, Batteries, and Related Items. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 45%

Item Attributes

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

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

Streamlight Fire pricelist

Alternate 2

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for Flashlights, Batteries, and Related Items. 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".

FoxFury Lighting Solutions

10

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Electronic Stand-up Vehicles (ESV).** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** 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 I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **All Types of Public Safety Patrol Bicycles, Supplies and Related Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** 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 I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Public Safety Rescue Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes: **PROPOSAL NOTE:** 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".

Genesis Rescue Systems

13

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Handcuffs and Restraints.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** 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

14

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Scopes and Binoculars.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** 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

15

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Alcohol and Drug Testing Products and Related Services.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** 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

16

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Law Enforcement Training Targets.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** 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

17

Section I: Public Safety Supplies and Equipment

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

No Bid

Item Notes: **PROPOSAL NOTE:** 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

18

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Law Enforcement Knives and Tools** (multipurpose tools, clip tools, mini tools, and related accessories). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** 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

19

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 35%

Item Notes: **PROPOSAL NOTE:** 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".

Lion Apparel Station Wear PL

Alternate 1

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 16%

Item Attributes

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

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

Propper International PL

Alternate 2

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Attributes

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

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

VFC Workwear Workrite PL

Alternate 3

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories. 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".

CrewBoss PPE PL

20

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Weather Monitoring Systems.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** 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

21

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Red Light Monitoring Systems.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** 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

22 **Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/pricelist for **Speed Enforcement Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** 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

23

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Public Safety Life Preserver and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Notes: **PROPOSAL NOTE:** 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".

NRS Rescue Price List

Alternate 1

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for Public Safety Life Preserver and Related Items. 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".

Rescue Tech1 Price List

Alternate 2

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for Public Safety Life Preserver and Related Items. 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".

PMI Rope Price list

Alternate 3

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for Public Safety Life Preserver and Related Items. 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".

True North Gear

24

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Emergency Radio Dispatch Consoles and related items.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** 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

25

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Safety and Security Window Film Products.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** 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

26

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Gunshot and Threat Detection Products and Systems.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** 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

27

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **All Types Security Access Doors and related accessories** (accordion, roll up, wood fold, flat lead post, narrow lead post, and curved). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** 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

28

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **All Other Public Safety Products and Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 20%

Item Notes: **PROPOSAL NOTE:** 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".

Black Diamond Protective Equip

Alternate 1

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Public Safety Products and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 20%

Item Attributes

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

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

Life Liners by Stanfields FR

Alternate 2

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Public Safety Products and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Attributes

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

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

Genesis Rescue Systems

Alternate 3

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Public Safety Products and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Attributes

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

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

OHD Global QuantiFit2 PL

Alternate 4

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Public Safety Products and Equipment. 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".

Circul-Air-Corp. International

Alternate 5

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Public Safety Products and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 21%

Item Attributes

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

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

Tempest Leader Fire Equipment

Alternate 6

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Public Safety Products and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Attributes

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

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

Ramfan Euramco Safety Inc. PL

Alternate 7

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Public Safety Products and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 11%

Item Attributes

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

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

Groves Ready Rack Incorporated

Alternate 8

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Public Safety Products and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 25%

Item Attributes

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

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

Husky Portable Containment PL

Alternate 9

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Public Safety Products and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 25%

Item Attributes

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

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

C&S Supply Inc. Price List

Alternate 10

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Public Safety Products and Equipment. 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".

Kocheck Company Price List

Alternate 11

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Public Safety Products and Equipment. 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".

Super Vac Price List

Alternate 12

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Public Safety Products and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Attributes

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

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

Milnor Gear Guardian Equipment

29

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Public Safety Equipment Repair Parts.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 45%

Item Notes: **PROPOSAL NOTE:** 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".

Streamlight Fire pricelist

30

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Public Safety Equipment and Products Maintenance/Warranty Agreements.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** 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

31

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Breathing Apparatus.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Notes: **PROPOSAL NOTE:** 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".

MSA Price List

Alternate 1

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Breathing Apparatus. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Attributes

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

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

Bauer Compressors, Inc. PL

32 **Section II: Firehouse Supplies and Equipment**

Discount (%) off catalog/pricelist for **Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Notes: **PROPOSAL NOTE:** 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".

MSA Price List

Alternate 1

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Attributes

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

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

Globe Footgear Price List

Alternate 2

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 31%

Item Attributes

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

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

Veridian FPG Glove Price List

Alternate 3

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags. 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".

Fire Craft Safety Products

Alternate 4

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags. 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".

TechTrade Pro Tec 8 Price List

Alternate 5

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 20%

Item Attributes

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

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

Shelby Specialty Gloves PL

Alternate 6

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 22%

Item Attributes

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

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

PGI, Inc. Price List

Alternate 7

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 25%

Item Attributes

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

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

Majestic Fire Apparel Hoods

Alternate 8

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 35%

Item Attributes

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

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

Lion Thorogood Fire Boot

Alternate 9

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 20%

Item Attributes

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

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

Life Liners by StanfieldsFR

Alternate 10

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Attributes

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

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

Bullard Wildfire Helmets PL

Alternate 11

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags. 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".

Vanguard Safety Wear

33

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Turnout Gear.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 25%

Item Notes: **PROPOSAL NOTE:** 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".

Globe Gear Athletix Price List

Alternate 1

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Turnout Gear. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 25%

Item Attributes

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

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

Globe Gear Price List

34 **Section II: Firehouse Supplies and Equipment**

Discount (%) off catalog/pricelist for **Nomex Station Uniforms.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 35%

Item Notes: **PROPOSAL NOTE:** 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".

Lion Bodyguard Stationwear

35

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Communication Devices and Systems.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes: **PROPOSAL NOTE:** 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".

Firecom by Sonetics PL

36

Section II: Firehouse Supplies and Equipment

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

Total: 20%

Item Notes: **PROPOSAL NOTE:** 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".

Lightning X Products, Inc.

37

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Portable Lighting Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 45%

Item Notes: **PROPOSAL NOTE:** 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".

Streamlight Inc. Fire PL

Alternate 1

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Portable Lighting Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 40%

Item Attributes

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

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

Nightstick/Bayco Corp PL

Alternate 2

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Portable Lighting Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 40%

Item Attributes

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

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

Akron Brass Company PL

38 **Section II: Firehouse Supplies and Equipment**

Discount (%) off catalog/pricelist for **Vehicle Light Bars, Sirens, and Speakers.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Notes: **PROPOSAL NOTE:** 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".

FRC / Safe Fleet Brand PL

39

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Fire Extrication Rescue Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Notes: **PROPOSAL NOTE:** 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".

Genesis Rescue Systems

Alternate 1

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Fire Extrication Rescue Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 35%

Item Attributes

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

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

Council Tool Company PL

Alternate 2

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Fire Extrication Rescue Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 20%

Item Attributes

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

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

Flamefighter by SPC Brass Co

Alternate 3

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Fire Extrication Rescue Equipment. 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".

Nupla Tools Price List

Alternate 4

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Fire Extrication Rescue Equipment. 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".

Zico Ziamatic Corp. PL

40

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 35%

Item Notes: **PROPOSAL NOTE:** 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".

Lion Stationwear Bodyguard PL

Alternate 1

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Attributes

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

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

Propper International PL

Alternate 2

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Attributes

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

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

VFC Workwear Workrite PL

41 **Section II: Firehouse Supplies and Equipment**

Discount (%) off catalog/pricelist for **Gas Detection Devices, Cameras, and Systems.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes: **PROPOSAL NOTE:** 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".

MSA Mine Safety Appliance PL

42

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Fire Hose and Nozzles.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 35%

Item Notes: **PROPOSAL NOTE:** 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".

North American Firehose Corp.

Alternate 1

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Fire Hose and Nozzles. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 35%

Item Attributes

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

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

Bulldog Hose Company PL

Alternate 2

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Fire Hose and Nozzles. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 35%

Item Attributes

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

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

Snap-Tite / All American Hose

Alternate 3

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Fire Hose and Nozzles. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 35%

Item Attributes

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

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

Kuriyama Of America PL

Alternate 4

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Fire Hose and Nozzles. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 35%

Item Attributes

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

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

Akron Brass Company / Idex F&S

Alternate 5

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Fire Hose and Nozzles. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 35%

Item Attributes

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

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

Elkhart Brass / Safe Fleet PL

Alternate 6

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Fire Hose and Nozzles. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 20%

Item Attributes

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

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

Crestar Firefighting Equipment

Alternate 7

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Fire Hose and Nozzles. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 40%

Item Attributes

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

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

Harrington Inc. LDH Systems

Alternate 8

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Fire Hose and Nozzles. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 35%

Item Attributes

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

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

Kochek Company LLC PL

Alternate 9

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Fire Hose and Nozzles. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 35%

Item Attributes

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

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

North American Fire Hose Corp

Alternate 10

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Fire Hose and Nozzles. 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".

Fire Hose Nozzles Direct

43 **Section II: Firehouse Supplies and Equipment**

Discount (%) off catalog/pricelist for **Fire Extinguishers and Fire Fighting Foam.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 52%

Item Notes: **PROPOSAL NOTE:** 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".

Chemguard Chemical JCI PL

Alternate 1

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Fire Extinguishers and Fire Fighting Foam. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 20%

Item Attributes

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

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

Verde Microblaze Price List

Alternate 2

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Fire Extinguishers and Fire Fighting Foam. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 25%

Item Attributes

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

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

National Foam Price List

44 **Section II: Firehouse Supplies and Equipment**

Discount (%) off catalog/pricelist for **Fire Hose Hydrostatic Testing Services.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 20%

Item Notes: **PROPOSAL NOTE:** 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".

Rice Hydro Inc. PL

Alternate 1

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Fire Hose Hydrostatic Testing Services. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 35%

Item Attributes

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

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

Akron Brass Company / Idex F&S

45 **Section II: Firehouse Supplies and Equipment**

Discount (%) off catalog/pricelist for **Fire Fighting Training Materials and Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Notes: **PROPOSAL NOTE:** 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".

BlastMask Price List

46

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Optical Emergency Traffic Pre-Emption Supplies and Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** 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

47

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **All Other Firehouse Equipment and Supplies.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 35%

Item Notes: **PROPOSAL NOTE:** 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".

Council Tool Company PL

Alternate 1

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Firehouse Equipment and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Attributes

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

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

Bauer Compressors, Inc. PL

Alternate 2

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Firehouse Equipment and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 20%

Item Attributes

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

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

CET Portable Pump PL

Alternate 3

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Firehouse Equipment and Supplies. 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".

Ram'd Air Gear Dryer Dealer PL

Alternate 4

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Firehouse Equipment and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 20%

Item Attributes

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

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

Hale Portable Pumps Idex F&S

Alternate 5

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Firehouse Equipment and Supplies. 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".

S C Products Price List

Alternate 6

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Firehouse Equipment and Supplies. 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".

CMC Pro Price List

48 **Section II: Firehouse Supplies and Equipment**

Discount (%) off catalog/pricelist for **Firehouse Equipment Repair Parts.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Notes: **PROPOSAL NOTE:** 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".

Bauer Compressor Parts PL

Alternate 1

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Firehouse Equipment Repair Parts. 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".

MSA Price List

Alternate 2

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Firehouse Equipment Repair Parts. 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".

Hale Parts Portable Price List

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49 **Section II: Firehouse Supplies and Equipment**

Discount (%) off catalog/pricelist for **Firehouse Equipment and Products Safety Maintenance/Warranty Agreements.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** 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.**

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

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

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

No response

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50 **Section III: Installation and Repair Service**

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

Quantity: 1 UOM: Hourly Labor Rate Price: $95.00 Total: $95.00

51	**Section III: Installation and Repair Service** **Hourly Labor Rate for Installation/Repair Service of Firehouse Equipment and Products** - **Not to Exceed** hourly labor rate for Installation/Repair Service of Public Safety Equipment and Products. Quantity: 1 UOM: Hourly Labor Rate Price: $95.00 Total: $95.00

Response Total: $190.00

RESOLUTION NO. 2023-065

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PURCHASE OF PERSONAL PROTECTIVE (PPE) GEAR AND FIRE EQUIPMENT FROM CASCO INDUSTRIES, INC., THROUGH BUY BOARD 698-23 FOR THE DISCOUNTED UNIT PRICES BID WITH AN ESTIMATED EXPENDITURE IN THE AMOUNT NOT TO EXCEED $216,000.00 FOR THE POTENTIAL FULL TERM OF THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to purchases and replace Personal Protective Equipment (PPE) turnout gear and fire equipment to equip fire department staff with life safety equipment to perform their job; and

WHEREAS, the City of Duncanville has entered into a cooperative purchasing agreement with the Buy Board for products and services; and

WHEREAS, the Buy Board has taken competitive sealed bids and awarded a contract for Personal Protective Equipment (PPE) turnout gear, fire equipment and fire supplies to Casco Industries, Inc.; and

WHEREAS, the City of Duncanville estimates that its purchases through this contract term will exceed $50,000.00 and thus purchases through this contract requires approval by the City Council;

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

SECTION 1. That the City Council of the City of Duncanville does hereby authorize purchases to be made from the contract through a three-year term for discounted unit prices attached hereto and incorporated herein as Exhibit A with an estimated potential full contract term expenditure not to exceed $216,000.00 (FY23 - $56,000.00; FY24 - $80,000.00; FY25 - $80,000.00); and

SECTION 2. The City Council of the City of Duncanville hereby authorizes the Interim City Manager, or his designee, to execute the appropriate and necessary documents and/or purchase orders; and

SECTION 3. The City Council of the City of Duncanville has budgeted funds available accounts 01077200-700221, 01077200-700230 and 01077200-700451 for personal protective equipment (PPE) turnout gear and fire equipment; and

SECTION 4. That Casco Industries, Inc. recognizes that the continuation of any contract after the close of, or during, any given fiscal year of the City of Duncanville, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the City of Duncanville providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will actually be adopted as this determination is within the sole discretion of the City Council. 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 date shall be paid; and

SECTION 5. This Resolution shall become effective immediately upon its passage.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

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	August 3, 2023
To	Mayor and Council
Thru	Robert D. Brown, Jr., City Manager (Interim) RB
Thru	Elton D. Brock, MBA, CTCM, CTPM, CPSM, CPM, Chief Procurement Officer
Thru	Sam Rohde, Fire Chief SKR
From	Lacey Freeman, Executive Assistant
Subject	Sole Source for Casco Industries, Inc.

Request:

Approve a sole source contract with Casco Industries, Inc. for the purchase of personal protective equipment turnout gear and fire equipment.

Justification:

In order to equip our personnel with essential life safety equipment to perform their job, it is necessary for the Duncanville Fire Department to purchase and replace Personal Protective Equipment (PPE) turnout gear and fire equipment as needed. PPE gear and fire equipment such as bunker gear, helmets, gloves, fire hose, thermal imaging cameras, blades, nozzles, etc. are used daily when responding to emergency calls for service.

After an in-depth review of the Fire Departments needs into the future for PPE turnout gear and fire equipment, Fire Department staff has determined that a contractor who sales the brand of customized PPE gear we currently use and have used for many years, who is local to North Texas and readily available to size each individual firefighter for PPE gear, who provides an extraordinary level customer service, and provides specialized fire equipment that meet industry standards, **is essential in order to provide Duncanville firefighters with the life safety equipment necessary to efficiently and effectively perform their job duties, and save lives.**

Casco Industries, Inc. is the only local vendor who sales Globe PPE turnout gear which is customized to fit each individual firefighter. Anytime PPE gear is ordered, Casco Industries, Inc. sends a representative out to size the Firefighter to ensure their gear fits perfectly to prevent injury when he/she is performing firefighting task. They also provide specific brands of firefighting gloves, nozzles, fire hose and other fire equipment utilized by our department, and ensures all products meet industry standards. Casco Industries, Inc. provides an extraordinary level of customer service/customer care that is unmatched by other vendors.

City staff recommends approval of Casco Industries, Inc. as the sole-source contractor that can meet the needs of the Duncanville Fire Department for personal protective equipment turnout gear and fire equipment.

STAFF REPORT

MEETING: City Council - 15 Aug 2023

TITLE:
Consider a Resolution awarding RFB 23-0015 Street Sweeping Services to Sweeping Corporation of America, LLC., and authorizing a contract for a one-year term with the option to renew up to four additional one-year terms; in an estimated contract expenditure amount not to exceed $444,092.32.

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:
Jacqueline R. Culton, MBA, PE, Director of Public Works (Interim)
Kelly McChesney, Street Superintendent

BACKGROUND/HISTORY:
This street sweeping service contract will require the contractor to clean all pavement in the designated areas, including curbs, gutters, median curbs, road shoulders, gore points, and turning lanes located within the City, as referenced in Attachment 1. The areas to be serviced are as follows:

- Item 1: "Major Streets" - Arterial and collector streets are swept once per month. These areas' sweeps generally occur between 7 PM and 5 AM on weekday nights. The "Major Streets" item includes 95.3 curb miles to be swept.

- Item 2: "Day Sweeps" - All streets designated as "day sweeps," including the secured parking lot located at the Duncanville Service Center, 330 Shady Trail, are to be cleaned once per month, Monday through Friday, between 8 AM and 4 PM. The "Day Sweeps" item includes 5.75 curb miles (parking lots included) to be swept.

- Item 3: "Parking Lots" - Designated parking lots are to be swept once per month, Monday through Friday, between 7 PM and 5 AM.

- Item 4: "Residential Streets" - Designated residential streets are cleaned bimonthly, six cycles per year, Monday through Friday between 8 AM and 4 PM. The frequency may vary according

to street conditions. City staff monitor street conditions and determine the needed frequency. 189 curb miles of street surfaces are to be swept.

- Item 5: "Special Sweeps" - Special sweeping will be performed as needed after events such as the July 4th parade or to remove ice chat from bridges and streets after an ice storm. The sweeping schedule for this service will be determined as the need arises.

POLICY EXPLANATION:
The City publicly advertised for bids for RFB 23-0015 Street Sweeping Services from March 29th through April 27th, 2023. Bids were opened on April 27, 2023. Two bids were received in response to the Request For Bids. Based on the City's previous experience and the best value determination from the City's procurement process, staff recommends awarding Sweeping Corporation of America, LLC. from Hurst, Texas, a contract for a one-year term, with the option to renew up to four additional years for a total possible contract amount not to exceed $444,092.32. The estimated expenditure during the initial one-year term is $89,084.58, and City staff shall be approved to renew this agreement for up to four additional one-year periods.

Staff researched the availability of street sweeping services in the City of Duncanville, but were unsuccessful in finding any.

The City Council is requested to approve approximately $22,000.00 for the remainder of FY23 and, upon appropriation, an estimated $422,092.32 spread over the remaining fiscal years, as outlined below and subject to appropriations.

FY23: ~$22,000.00
FY24: $87,754.00
FY25: $89,084.58
FY26: $89,084.58
FY27: $89,084.58
FY28: $67,084.58

This authorization would cover the purchase of street sweeping services through August 19, 2028, and is compliant with Texas municipal purchasing statutes.

FUNDING SOURCE:

ORG and Object Number
15000100-700450 (Drainage Admin/Contractual Services)

Available Budget	**Purchase Amount**	**After Encumber**
$46,955.32	$22,000.00	$24,955.32

ACTION ALTERNATIVES:
1. Award RFB 23-0015 Street Sweeping Services to Sweeping Corporation of America, LLC., and authorize a contract for a one-year term with the option to renew up to four additional one-year terms; in an estimated contract expenditure amount not to exceed $444,092.32, subject to future appropriation.
2. Award RFB 23-0015 Street Sweeping Services to Sweeping Corporation of America, LLC., and authorize a contract for a one-year term with the option to renew up to four additional one-year

terms; in an estimated contract expenditure amount not to exceed $444,092.32, subject to future appropriation.

3. Other actions as directed by Council.

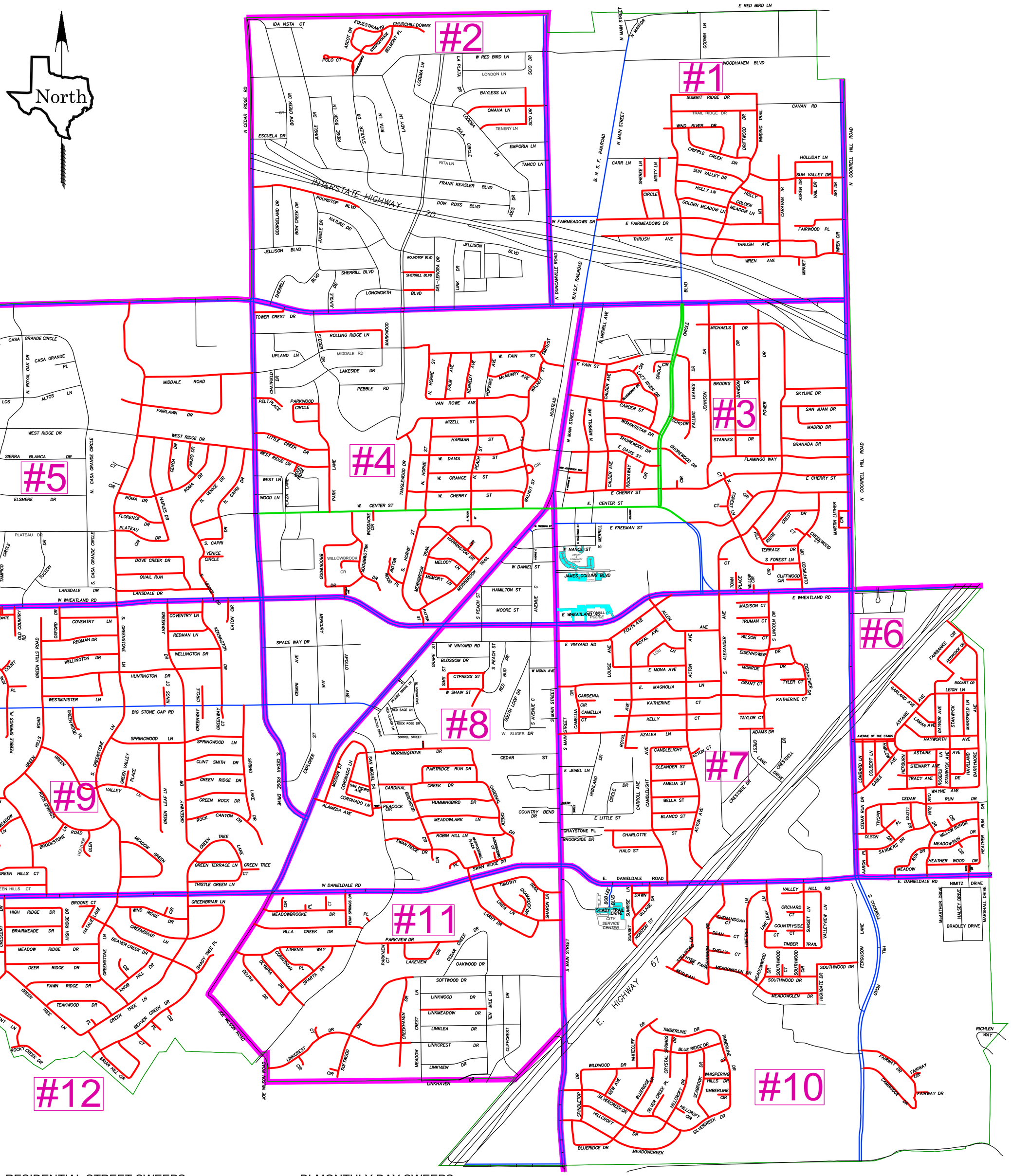
ATTACHMENTS:

Attachment 1 - Street Sweeping Map

Resolution No. - 2023-063 - Street Sweeping Services with Exhibit

Attachment 1

STREET SWEEPING


North
#1
#2
#3
#4
#5
#6
#7
#8
#9
#10
#11
#12
INTERSTATE HIGHWAY 20
E. HIGHWAY 67
E RED BIRD LN
WOODHAVEN BLVD
CAVAN RD
W RED BIRD LN
LONDON LN
BAYLESS LN
OMAHA LN
TENERY LN
EMPORIA LN
TANCO LN
FRANK KEASLER BLVD
DOW ROSS BLVD
ROUNDTOP BLVD
JELLISON BLVD
SHERRILL BLVD
LONGWORTH BLVD
TOWER CREST DR
ROLLING RIDGE LN
MIDDALE RD
LAKESIDE DR
PEBBLE RD
MIDDALE ROAD
FAIRLAWN DR
WEST RIDGE DR
SIERRA BLANCA DR
ELSMERE DR
PLATEAU DR
DOVE CREEK DR
QUAIL RUN
LANSDALE DR
W WHEATLAND RD
COVENTRY LN
REDMAN DR
WELLINGTON DR
HUNTINGTON DR
WESTMINSTER LN
BIG STONE GAP RD
SPRINGWOOD LN
CLINT SMITH DR
GREEN RIDGE DR
GREEN ROCK DR
ROCK CANYON DR
GREEN TREE LANE
GREEN TERRACE LN
THISTLE GREEN LN
GREEN HILLS CT
MOSS HILL LN
GENTLE MEADOW LN
BROOKSTONE LN
MEADOW GREEN
VALLEY LN
GREEN LEAF LN
GREENBRIAR LN
BEAVER CREEK DR
SHADY TREE PL
BRIAR HILL CIR
ROCKY CREEK DR
CRESCENT LN
OAK RIDGE DR
MEADOW RIDGE DR
DEER RIDGE DR
FAWN RIDGE DR
TEAKWOOD DR
BRAIRMEADE DR
HIGH RIDGE DR
BROOKE CT
NATALIE LANE
WIND RIDGE DR
SPACE WAY DR
MORNINGDOVE DR
PARTRIDGE RUN DR
CREEK DR
CARDINAL DR
HUMMINGBIRD DR
MEADOWLARK LN
ROBIN HILL LN
SWAN RIDGE DR
PEACOCK CIR
ALAMEDA AVE
CORONADO LN
SAN MIGUEL DR
MISSION ST
MIZELL ST
HARMAN ST
W. DAVIS ST
W. ORANGE ST
W. CHERRY ST
W. CENTER ST
E. CENTER ST
WOODACRE CIR
WILLOWBROOK CR
BROOKWOOD CIR
MOTLOW TRAIL
HARRINGTON DR
MELODY LN
MEMORY LN
MERRIBROOK TRAIL
PATON ST
W DANIEL ST
HAMILTON ST
MOORE ST
MEADOWBROOKE DR
VILLA CREEK DR
ATHENIA WAY
CORINTHIAN PL
SPARTA DR
OLYMPIA DR
DELPHI DR
PARKVIEW DR
PARKVIEW CT
LAKEVIEW CIR
CEDAR CREEK DR
OAKWOOD DR
SOFTWOOD DR
LINKWOOD DR
LINKMEADOW DR
LINKLEA DR
LINKCREST DR
LINKVIEW DR
LINKHAVEN
CREEKHAVEN CREST
MEADOW LN
TEN MILE LN
CLIFFCREST DR
LINKCREST CIR
SOFTWOOD CIR
JOE WILSON ROAD
W FAIRMEADOWS DR
E FAIRMEADOWS DR
THRUSH AVE
WREN AVE
HOLLY LN
GOLDEN MEADOW LN
CIRCLE
SUN VALLEY DR
CRIPPLE CREEK DR
WIND RIVER DR
TRAIL RIDGE DR
SUMMIT RIDGE DR
CARR LN
SHERREE LN
MISTY LN
HOLLIDAY LN
ASPEN DR
VAIL DR
SKI DR
CARAVAN TR
FAIRWOOD PL
WREN CIR
MINUET
E FAIN ST
W. FAIN ST
N. HORNE ST
PALM AVE
KENNEDY AVE
HOPKINS AVE
McMURRY AVE
WALNUT ST
SMITH ST
VAN ROWE AVE
HUSTEAD
PELT PLACE
PARKWOOD CIRCLE
LITTLE CREEK DR
WEST RIDGE DR
WEST LN
WOOD LN
PLACID LANE
PARK LANE
TANGLEWOOD DR
N. PEACH ST
S. PEACH ST
W VINEYARD RD
E VINEYARD RD
BLOSSOM DR
CYPRESS ST
W SHAW ST
W MONA AVE
E MONA AVE
SIMS ST
GRAPE ST
AVENUE C
S MAIN STREET
N MAIN STREET
N MERRILL AVE
S MERRILL
E FREEMAN ST
W FREEMAN ST
NANCE ST
JAMES COLLINS BLVD
E WHEATLAND RD
FOUTS AVE
ROYAL AVE
LOU LN
ACTON AVE
ALEXANDER AVE
LOUISE AVE
E. MAGNOLIA LN
KATHERINE CT
KELLY CT
GARDENIA CIR
CAMELLIA CT
AZALEA LN
CANDLELIGHT ACTON CT
OLEANDER ST
AMELIA ST
BELLA ST
BLANCO ST
E LITTLE ST
CARROLL AVE
CANDLELIGHT
CARDER ST
WISHINGSTAR DR
SHOREWOOD DR
E DAVIS ST
CALDER AVE
ROCKAWAY CIR
E CHERRY ST
FLAMINGO WAY
STARNES DR
BROOKS DR
DAWSON DR
DRIFTWOOD DR
WINDING TRAIL
LEAVES DR
JOHNSON DR
FALLING DR
POWER DR
SKYLINE DR
SAN JUAN DR
MADRID DR
GRANADA DR
MICHAELS DR
ORIOLE DR
ORIOLE CIR
LAZY RIVER DR
BLUEBERRY CIR
ECHO DR
CRESTSIDE DR
CRESTDELL DRIVE
ADAMS DR
TAYLOR CT
KATHERINE CT
MADISON CT
TRUMAN CT
WILSON CT
EISENHOWER DR
MONROE DR
GRANT CT
TYLER CT
S. LINCOLN DR
EISENHOWER CIR
E. DANIELDALE ROAD
DANIELDALE RD
NIMITZ DRIVE
MARSHALL DRIVE
BRADLEY DRIVE
HALSEY DRIVE
MCARTHUR DRIVE
SHADY TRAIL DRIVE
CITY SERVICE CENTER
DAWN DR
SUNRISE LN
SUNSET DR
HORIZON ST
VILLAGE DR
VALLEY HILL RD
ORCHARD CT
COUNTRYSIDE CT
SUNSET LN
VALLEYVIEW LN
TIMBER TRAIL
LIMETREE LN
LIME LEAF LN
SHENANDOAH CT
DEAN CT
SHELLY CT
MEADOWGLEN DR
SOUTHWOOD DR
SOUTHWOOD CIR
HIGHGATE DR
CLIFFWOOD CIR
TOWN PLACE CIR
WILLOW CIR
S FOREST LN
TERRACE DR
HILL RIDGE CT
CREEKWOOD DR
MARTIN LUTHER CIR
FOREST LN
N COCKRELL HILL ROAD
S COCKRELL HILL ROAD
FERGUSON ROAD
LANE
RICHLEN WAY
FAIRWAY DR
FAIRWAY CIR
CAMBRIDGE DR
FAIRBANKS CIR
HITCHCOCK CIR
BOGART CIR
LEIGH LN
GAYNOR AVE
STANWYCK DR
MANSFIELD LN
HAYWORTH AVE
LAMAR AVE
GARLAND AVE
ASTAIRE AVE
AVENUE OF THE STARS
HARLOW AVE
LOMBARD LN
COLBERT LN
GABLE AVE
HEPBURN AVE
STEWART AVE
ROGERS LN
STANWYCK AVE
HAVILLAND DR
BARRYMORE DR
TRACY AVE
WAYNE AVE
CEDAR RUN DR
OLSON DR
MCCALL PL
CLOTH DR
SANDERS DR
AARON PL
WILLOW RUN DR
MEADOW RUN DR
HEATHER RUN DR
HEATHER WOOD DR
MEADOW DR
CEDAR RUN DR
S CLARK ROAD
N CLARK ROAD
KEYME PL
N. CASA GRANDE CIRCLE
CASA GRANDE PL
LOS ALTOS LN
HIGHMORE DR
N. ROYAL OAK DR
S. ROYAL OAK DR
N. CASA GRANDE CIRCLE
S. CASA GRANDE CIRCLE
TAMPICO CIRCLE
TUCSON DR
LANSDALE DR
ROMA DR
GENOA DR
ANZIO DR
NAPLES DR
FLORENCE DR
PLATEAU DR
S. CAPRI
VENICE CIRCLE
N. VENICE DR
N. CAPRI DR
CROSSPOINTE WAY
OLD COUNTRY RD
OXFORD DR
GREENSTONE LN
GREENWAY DR
KENSINGTON DR
EATON CIR
CARRIAGE MIDDLE RUN PL
COURT
GREEN HILLS ROAD
PEBBLE SPRINGS PL
GREENWOOD PL
GREEN VALLEY PLACE
GREENWAY CT
KINGS CIRCLE
S. GREENSTONE LN
SPRING LAKE DR
N CEDAR RIDGE RD
IDA VISTA CT
EQUESTRIAN TR
CHURCHILL DOWNS
ASCOT DR
STEEPLECHASE
BELMONT PL
POLO CT
BOW CREEK DR
JUNGLE DR
ROCK RIDGE LN
STATLER DR
RITA LN
LADY LN
LOREMA LN
DULA CIRCLE
RITA LN
GEORGELAND DR
NATURE DR
SHERRILL BLVD
DEL-LENORA DR
LINK DR
JELLISON BLVD
ROUNDTOP BLVD
JUNGLE DR
SHERRILL BLVD
SCIO DR
JOES DR
N DUNCANVILLE ROAD
B.N.S.F. RAILROAD
N MAIN STREET
N MANOR
GODWIN LN
E RED BIRD LN
SUMMIT RIDGE DR
TRAIL RIDGE DR
WIND RIVER DR
CRIPPLE CREEK DR
SUN VALLEY DR
HOLLY LN
GOLDEN MEADOW LN
CIRCLE
CARR LN
SHERREE LN
MISTY LN
HOLLIDAY LN
SUN VALLEY DR
ASPEN DR
VAIL DR
SKI DR
CARAVAN TR
FAIRWOOD PL
WREN CIR
MINUET
THRUSH AVE
WREN AVE
W FAIRMEADOWS DR
E FAIRMEADOWS DR
THRUSH AVE
BLVD
WOODHAVEN BLVD
CAVAN RD
N MAIN STREET
B. N. S. F. RAILROAD
N COCKRELL HILL ROAD
GODWIN LN
N MANOR
E RED BIRD LN
N MAIN STREET
B.N.S.F. RAILROAD
N DUNCANVILLE ROAD
W DANIELDALE RD
E. DANIELDALE ROAD
S MAIN STREET
E. HIGHWAY 67
JOE WILSON ROAD
S CLARK ROAD
N CLARK ROAD
S COCKRELL HILL ROAD
FERGUSON ROAD
RICHLEN WAY
LANE
W WHEATLAND RD
E WHEATLAND RD
S MAIN STREET
N MAIN STREET
N COCKRELL HILL ROAD
S COCKRELL HILL ROAD
FERGUSON ROAD
RICHLEN WAY
LANE
E. DANIELDALE

RESOLUTION NO. 2023-063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING RFB 23-0015 STREET SWEEPING SERVICES TO SWEEPING CORPORATION OF AMERICA, LLC., AND AUTHORIZING A CONTRACT FOR A ONE-YEAR TERM WITH THE OPTION TO RENEW UP TO FOUR ADDITIONAL ONE-YEAR TERMS; IN AN ESTIMATED CONTRACT EXPENDITURE AMOUNT NOT TO EXCEED A TOTAL OF $444,092.32; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to provide effective, efficient, and adequate maintenance of City infrastructure; and

WHEREAS, the City has solicited competitive sealed bids per RFB 23-0015 for street sweeping services and recommends awarding the bid to the lowest responsible bidder meeting specifications in the amount bid; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award RFB 23-0015 to Sweeping Corporation of America, LLC. and authorize a contract for a one-year term with the option to renew up to four additional one-year terms in an estimated contract expenditure amount not to exceed $444,092.32.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby awards a bid and authorizes a contract with Sweeping Corporation of America, LLC. for a one-year term with the option to renew up to four additional one-year terms in an estimated contract expenditure amount not to exceed $444,092.32 in accordance with the unit price bid as outlined in Exhibit A.

SECTION 2. The City Council of the City of Duncanville, Texas, authorizes the Interim City Manager or designee to execute the appropriate and necessary contracts, documents, and or/purchase orders.

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 15th day of August, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

RFB 23-0015 STREET SWEEPING SERVICES

Sweeping Corporation of America, LLC, Hurst, TX

Est. Qty.	UOM	Description	Bid Price	Duration per Cycle	Unit Price	Total Amount
95.3	Curb Mile	Arterial and Collector Streets, Cleaned Monthly	$35.27	5 Days	$3,361.23	$40,334.77
5.75	Curb Mile	Day Sweeps, Cleaned Monthly	$35.27	2 Days	$202.80	$2,433.63
1	Lump Sum	Parking Lots, Cleaned Monthly	$285.00	2 Days	$285.00	$3,420.00
189	Curb Mile	Residential Streets, Cleaned Six Times pe Year	$35.27	10 Days	$6,666.03	$39,996.18
1	Hour	Special Sweeping Service	$145.00	2 Hours	$145.00	$2,900.00
		Total:	**$535.81**		$10,660.06	**$89,084.58**

Mister Sweeper, LP, Dallas, TX

Est. Qty.	UOM	Description	Bid Price	Duration per Cycle	Unit Price	Total Amount
$95.30	Curb Mile	Arterial and Collector Streets, Cleaned Monthly	$34.74	5 Days	$3,310.72	$39,728.66
$5.75	Curb Mile	Day Sweeps, Cleaned Monthly	$52.63	2 Days	$302.62	$3,631.47
$1.00	Lump Sum	Parking Lots, Cleaned Monthly	$315.78	2 Days	$315.78	$3,789.36
$189.00	Curb Mile	Residential Streets, Cleaned Six Times pe Year	$63.16	10 Days	$11,937.24	$71,623.44
$1.00	Hour	Special Sweeping Service	$221.05	2 Hours	$221.05	$4,421.00
		Total:	**$687.36**		$16,087.41	**$123,193.93**

STAFF REPORT

MEETING: City Council - 15 Aug 2023

TITLE:
Council to consider a resolution denying the Distribution Cost Recovery Factor and Mobile Generation Riders filing of Oncor Electric Delivery Company, LLC.

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:
Dennis M. Baldwin, Finance Director (Interim)

BACKGROUND/HISTORY:
On June 30, 2023, Oncor Electric Delivery Company, LLC ("Oncor" or "Company") filed an Application to Amend its Distribution Cost Recovery Factor ("DCRF") and Update its Mobile Generation Riders to increase distribution rates within each of the cities in its service area. In the filing, the Company asserts it is seeking an increase in distribution revenues of approximately $152.78 million. The Company is also seeking to update its Rider Mobile Generation and Rider Wholesale Mobile Generation to recover revenue related to mobile generation unit leasing and operation. The Rider would recover approximately $1.07 million.

The resolution authorizes the City to join with the Steering Committee of Cities Served by Oncor ("OCSC") to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

POLICY EXPLANATION:
Explanation of "Be It Resolved" Paragraphs:

1. This section authorizes the City to participate with OCSC as a party in the Company's DCRF filing, PUC Docket No. 55190.

2. This section authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates. Additionally, it authorizes Cities to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.
3. This paragraph finds that the Company's application is unreasonable and should be denied.
4. This section states that the Company's current rates shall not be changed.
5. The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by Cities will submit monthly invoices that will be forwarded to Oncor for reimbursement.
6. This section recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
7. This section provides that Oncor and counsel for OCSC will be notified of the City's action by sending a copy of the approved and signed Resolution to counsel.

FUNDING SOURCE:

ORG and Object Number
NA

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

ACTION ALTERNATIVES:

1. Approve the Resolution denying the DCRF application proposed by Oncor.
2. Do not approve the Resolution denying the DCRF application proposed by Oncor.
3. Other actions as directed by Council.

ATTACHMENTS:
RESOLUTION NO. 2023-069 - RESOLUTION TO DENY THE DCRF APPLICATION PROPOSED BY ONCOR

RESOLUTION NO. 2023-069

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR AND UPDATE GENERATION RIDERS TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AUTHORIZING HIRING OF LEGAL COUNSEL; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC. ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("OCSC"), a membership of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about June 29, 2023, Oncor filed with the City an Application to Amend its Distribution Cost Recovery Factor and Update Mobile Generation Riders, PUC Docket No. 55190, seeking to increase electric distribution rates by approximately $152.78 million and update Oncor's Rider Mobile Generation and Rider Wholesale Mobile Generation to recover $1.07 million related to mobile generation facilities; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, OCSC is coordinating its review of Oncor's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, OCSC members and attorneys recommend that members deny the DCRF.

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

SECTION 1. That the City is authorized to participate with Cities in PUC Docket No. 55190.

SECTION 2. That subject to the right to terminate employment at any time, the City hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

SECTION 3. That the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and are denied.

SECTION 4. That the Company shall continue to charge its existing rates to customers within the City during the pending of this matter until resolved or otherwise ordered by PUC or Court of competent jurisdiction.

SECTION 5. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of presentation of an invoice to Oncor.

SECTION 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 7. That a copy of this Resolution shall be sent to J. Michael Sherburne, Vice President – Regulatory, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202; to Tab R. Urbantke, Hunton Andrews Kurth LLP, 1445 Ross Avenue, Suite 3700, Dallas, Texas 75202; and to Thomas L. Brocato, General Counsel to OCSC, at Lloyd Gosselink Rochelle & Townsend, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 15th day of August, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 15 Aug 2023

TITLE:
Council to consider a resolution approving the assignment of private activity bond authority to the Texas Department of Housing and Community Affairs.

Vision Statement:

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

STAFF RESPONSIBLE:
Robert D. Brown, Jr., Interim City Manager

BACKGROUND/HISTORY:
The North Central Housing Finance Corporation was created by the cities of Cedar Hill, Duncanville, Desoto, Lancaster, and Waxahachie, and the Counties of Kaufman, Hunt, Ellis, Rockwall and Navarro, Texas (collectively, the "Sponsor") pursuant to the provisions of the Texas Housing Finance Corporations Act, as amended, formerly Article 1269l-7, Vernon's Annotated Texas Civil Statutes, and now codified as Texas Local Government Code, Chapter 394.

POLICY EXPLANATION:
This resolution will give the Texas Department of Housing and Community Affairs the authority to act on the North Central Housing Finance Corporation's behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of certain home mortgages or residential developments, within and outside the jurisdiction of the Corporation, including its authority to issue bonds for those purposes, pursuat to Chapter 394.032(e) of the Texas Local Government Code.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Approve the resolution.
2. Do not approve the resolution.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2023-70 - RESOLUTION OF PRIVATE ACTIVITY BOND AUTHORITY

RESOLUTION NO. 2023-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS, APPROVING ASSIGNMENT OF PRIVATE ACTIVITY BOND AUTHORITY TO TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

WHEREAS, the North Central Housing Finance Corporation (the "Corporation") was created by Cities of Cedar Hill, Duncanville, Desoto, Lancaster, and Waxahachie, Texas and the Counties of Kaufman, Hunt, Ellis, Rockwall and Navarro, Texas (collectively, the "Sponsor") pursuant to the provisions of the Texas Housing Finance Corporations Act, as amended, formerly Article 1269l-7, Vernon's Annotated Texas Civil Statutes, and now codified as Texas Local Government Code, Chapter 394 (the "Act"); and

WHEREAS, by resolution adopted on June 6, 2023, the Corporation authorized filing with the Texas Bond Review Board an application for reservation of state ceiling for issuance of qualified mortgage revenue bonds in the maximum amount of $54,000,000 (the "Reservation"); and

WHEREAS, by resolution adopted on June 6, 2023, the Board of Directors of the Corporation determined to delegate to the Texas Department of Housing and Community Affairs ("TDHCA"), pursuant to Chapter 394.032(e) of the Texas Local Government Code, the authority to act on its behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of certain home mortgages or residential developments, within and outside the jurisdiction of the Corporation, including its authority to issue bonds for those purposes; and

WHEREAS, as one of the governmental units that created the Corporation, the City Council of Duncanville, Texas (the "Governing Body") desires to approve the assignment of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code; and

WHEREAS, the Governing Body desires to approve the Assignment Agreement in substantially the form attached as Exhibit A between the Corporation and TDHCA (the "Assignment Agreement"); and

WHEREAS, it is deemed necessary and advisable that this Resolution be adopted;

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

SECTION 1. The Governing Body specifically approves and consents to the assignment of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code and approves the Assignment Agreement.

SECTION 2. The Interim City Manager is hereby authorized to execute and deliver such instruments, certificates, documents, or papers necessary and advisable to carry out the intent and purposes of this Resolution.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 15 Aug 2023

TITLE:
Consider a Resolution authorizing the purchase of twenty-five (25) bullet-resistant shields, twenty-six (26) ballistic shield lights, and twenty-five (25) breaching tools/scabbards not to exceed $175,087.50 through the grant from the Texas Office of the Governor, Criminal Justice Division, FY23 Bullet-Resistant Shield Grant Program.

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:
Mark LiVigni, Chief of Police

BACKGROUND/HISTORY:
The FY23 Bullet-Resistant Shield Grant Program is administered by the Office of the Governor, Criminal Justice Division (CJD), to equip law enforcement officers with bullet-resistant shields. The shields are for use in active shooter and other high-risk situations that arise during the course of our work. The Duncanville Police Department has a mutual aid agreement with the Duncanville Independent School District Police Department. Our experiences prove active shooters can and will attack any target, not just a school. The agency was fortunate that no officers or civilians were injured on June 13th at the Fieldhouse; however, an accessible bullet-resistant shield would have greatly increased our officer's safety. CJD's overall goal is to increase the safety of Texas law enforcement officers and prevent further loss of life in active shooter situations.

The City Council approved the application and receipt of funds for this grant on September 20, 2022. On December 19, 2022, the grant was approved for $175,087.50. This grant is fully reimbursable, so the City would need to purchase the items and then submit to the State the paid invoices for total reimbursement.

POLICY EXPLANATION:
The purchasing department was provided the shield, shield light, and the breaching tool/scabbard specifications for the formal sourcing method for these goods. On May 19, 2023, the City of Duncanville Purchasing Department submitted a request for quote (RFQt-23-0025) for the shields and components with a quote deadline of May 31, 2023, at 2:00 p.m. Purchasing received one quote from M-Pak, Inc. that included the shields and necessary components. Due to only receiving one quote, the purchasing department contacted companies for quotes, and again M-Pak, Inc was the only response. The last effort was going through GSA for more competition and to achieve the best value, ultimately receiving nine no-bids.

FUNDING SOURCE:

ORG and Object Number
Fund Police Grants 013, Org 13015000, Object 700884 - Expenditure Account 700, Other Equipment 884 Project PD-2023001

Available Budget	**Purchase Amount**	**After Encumber**
$175,087.50	$175,087.50	$0.00

ACTION ALTERNATIVES:
1. Approve.
2. Do not approve.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Resolution No. - 2023-067 - FY23 Bullet-Resistant Shield Grand Program

RESOLUTION NO. 2023-067

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PURCHASE OF TWENTY-FIVE (25) BULLET-RESISTANT SHIELDS, TWENTY-SIX (26) BALLISTIC SHIELD LIGHTS, AND TWENTY-FIVE (25) BREACHING TOOLS/SCABBARDS NOT TO EXCEED $175,087.50 THROUGH THE GRANT FROM THE TEXAS OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, FY23 BULLET-RESISTANT SHIELD GRANT PROGRAM; AND AUTHORIZING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO EXECUTE ALL DOCUMENTS IN REGARD TO THE REQUESTED FUNDS, WHICH INCLUDES THE AUTHORIZATION TO APPLY FOR, ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT.

WHEREAS, the City Council for the City of Duncanville finds it in the best interest of the citizens of the City of Duncanville that the Bullet-Resistant Shield Grant Program be operated for the Fiscal Year 2023; and

WHEREAS, the City Council for the City of Duncanville agrees that in the event of loss or misuse of the funds from the Office of the Governor, the City Council assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City Council for the City of Duncanville wishes to designate the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

SECTION 1. That the City Council of the City of Duncanville hereby authorizes to purchase twenty-five (25) bullet-resistant shields, twenty-six (26) ballistic shield lights, and twenty-five (25) breaching tools/scabbards not to exceed $175,087.50 through the grant from the Texas Office of the Governor, Criminal Justice Division, FY23 Bullet-Resistant Shield Grant Program.

SECTION 2. That the City Council for the City of Duncanville assures the awarded funds will be returned to the Office of the Governor, in full in the event of loss or misuse of the Office of the Governor funds from such grant.

SECTION 3. That the City Council for the City of Duncanville authorizes the City Manager, as the authorized official, to execute all documents in regard to the request and

grant funds, which includes the authorization to apply for, accept, reject, alter or terminate the grant.

SECTION 4. That the City Council for the City of Duncanville agrees and directs the City of Duncanville will comply with other rules set by the Officer of the Governor applicable to said grant.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 15th day of August 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 15 Aug 2023

TITLE:
Consider a resolution authorizing approval of an incentive grant by the Duncanville Community and Economic Development Corporation (DCEDC) To Creative Beauty Salon Suites, in an amount not to exceed $5,000 for a building located at 336 E. Camp Wisdom Road, Suite A, Duncanville, Texas 75116.

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:
Clay Mansell, MPA; Economic Development Administrator

BACKGROUND/HISTORY:
The City of Duncanville Community and Economic Development Corporation (DCEDC) was formed in 1995. The Board of Directors oversees the DCEDC and allocates funds as part of Duncanville's comprehensive economic development plan. The DCEDC offers a variety of "Design" incentive grants designed to encourage redevelopment and beautification by providing financial resources to business owners for exterior property improvements. These tenets remain focal to the DCEDC economic development incentive policy which has since been revised on July 19th, 2022. The revisions have given the DCEDC more tools to spur economic development.

Creative Beauty Salon Suites has recently completed extensive renovations and had a grand opening at their location at 336 E. Camp Wisdom Road, Suite A. To assist in the ongoing beautification efforts, the DCEDC board unanimously approved a signage grant in an amount not to exceed $5,000.

Grant money will be paid as a reimbursement after the project is complete. The recipient of the incentive grant must provide a written request including an affidavit of completion to the DCEDC Staff. The Building Permit Staff will then conduct an inspection of workmanship to ensure the project was completed according to all City Codes and Ordinances.

POLICY EXPLANATION:

The application by Creative Beauty Salon Suites was approved by the DCEDC on June 26th, 2023 for an incentive grant totaling $5,000. The grant requires final approval by the City Council.

FUNDING SOURCE:

ORG and Object Number
12051000 and 708501

Available Budget	**Purchase Amount**	**After Encumber**
$2,132,000.00	$5,000.00	$2,127,000.00

ACTION ALTERNATIVES:

1. Approve the DCEDC incentive grant.
2. Do not approve the DCEDC incentive grant
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2023-068 - DCEDC Grant - Creative Beauty Salon Suites -- 336 E. Camp Wisdom Road

RESOLUTION NO. 2023-068

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF INCENTIVE GRANTS BY THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) TO CREATIVE BEAUTY SALON SUITES, IN AN AMOUNT THAT SHALL NOT EXCEED $5,000.00 FOR A BUILDING LOCATED AT 336 E. CAMP WISDOM ROAD, SUITE A, DUNCANVILLE, TEXAS 75116; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Duncanville Community & Economic Development Corporation (DCEDC) offers economic development incentive grants to encourage redevelopment and beautification by providing financial resources to business owners for property improvements; and

WHEREAS, Creative Beauty Salon Suites, occupies the building located at 336 E. Camp Wisdom Road, Suite A, Duncanville, Texas, 75116; and

WHEREAS, Creative Beauty Salon Suites intends to install a new business sign on the exterior of the building; and

WHEREAS, the DCEDC Board of Directors voted to affirmatively approve an application of incentive grants that shall not exceed five thousand dollars ($5,000); and

NOW, THEREFORE, BE IT RESOLVED 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 the terms and conditions of an incentive by the Duncanville Community and Economic Development Corporation to Creative Beauty Salon Suites for reimbursement of sign installation in an amount not to exceed five thousand dollars ($5,000), which is attached hereto and incorporated herein as Exhibit 'A'; and authorizing the City Manager to execute said grant agreements, after approval as to form by the City Attorney.

SECTION 2. If any provision of this Resolution is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Resolution shall remain in full force and effect.

SECTION 3. That this resolution shall take effect immediately from and after its passage as the law and charter in such cases provide

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 15th day of August, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

STATE OF TEXAS	§	**ECONOMIC DEVELOPMENT**
	§	**INCENTIVE AGREEMENT**
COUNTY OF DALLAS	§	

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the Duncanville Community and Economic Development Corporation, a Texas non-profit corporation (the "DCEDC") acting by and through Kenneth Govan its duly authorized DCEDC President, and Creative Beauty Salon Suites acting by and through Devonn Coleman, its duly authorized representative (the "Applicant").

RECITALS

WHEREAS, the Duncanville Community and Economic Development Corporation (DCEDC) established incentive policies and guidelines in order to locate, retain, and expand business activities in Duncanville; and

WHEREAS, the Applicant, has requested economic development assistance from the DCEDC for their property located at 336 E. Camp Wisdom Road, Suite A, Duncanville, Texas 75116 hereinafter known as the "Project"; and

WHEREAS, the incentive funds awarded are to be utilized for qualified expenditures on a reimbursement basis related to a signage improvement in an amount not to exceed five-thousand dollars and zero cents ($5,000.00); and

WHEREAS, the signage improvements shall mean a channel letter signage approximately eight feet and zero inches (8'00") wide and two feet and nine inches (2'9") in height and illuminated with LED lighting to be located as part of the Project; and

WHEREAS, reimbursement of incentive funds is conditional on the Applicant bringing the property up to compliance with all City of Duncanville codes and ordinances; and

WHEREAS, the Applicant, meets all program requirements in order to be considered for incentive grant assistance; and

WHEREAS, pursuant to Texas Local Government Code Chapters 501 through 505, (the Development Corporation Act), the DCEDC has determined that the request constitutes an authorized project and DCEDC is willing to provide the Applicant with economic assistance in the form of cost reimbursements as hereinafter set forth on the terms and conditions stated herein and the Applicant, is willing to accept all terms and conditions stated in this Agreement; and

WHEREAS, the DCEDC has determined that making economic development grants in accordance with this Agreement will further the objectives of the DCEDC and will benefit the

DCEDC, the City, and the city's residents by helping to stimulate local economic development through beautification and site readiness for investment and development, increase the City's yearly ad valorem collections, increase sales tax, and encourage economic vitality in the City.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I. AUTHORIZATION

1.01. The City Council finds and determines that this Agreement is authorized and governed by Texas Local Government Code Chapters 501 through 505.

ARTICLE II. TERM

2.02. This Agreement shall be effective as of the date of execution by all parties with specific performance standards being met by **January 30, 2024**, unless otherwise terminated as provided for in this agreement; and, the compliance provisions of this agreement shall service for a period of five (5) years from the effective date.

ARTICLE III. GRANT

3.01. **Economic Development Incentives**.

As an economic development incentive grant to assist the Applicant located at 336 E. Camp Wisdom, Suite A, in Duncanville, Texas, the DCEDC agrees to provide a one-time reimbursement incentive grant in an amount not to exceed a total of $5,000.00 for signage grant improvements to the building located at said address, occupied by the Applicant subject to the terms and conditions set forth in this Agreement. Grant reimbursement payment will be made if funds are available from sales tax proceeds once all the Applicant performance standards have been met and nothing contained herein shall constitute a contract for goods or services under the law.

3.02. The Applicant shall file a written proposal and plans with the DCEDC which shall provide detail plans concerning the use of funds to achieve the purposes recited herein.

ARTICLE IV. COVENANTS OF CREATIVE BEAUTY SALON SUITES

4.01. As a condition precedent and in consideration of the DCEDC agreeing to make the economic development incentive grant described above, and to be eligible to receive reimbursement, the Applicant agrees to do the following:

(a) Cause the improvements as defined herein to be permitted and installed at the address indicated herein in compliance with the local ordinance; and

(b) Provide a copy of the grant reimbursement request form along with original

copies of the actual paid invoices for expenses within the provisions to Article III the business incurred before **January 30, 2024** at 5 p.m.; and

(c) Provide proof of legal occupancy of the specified location of 336 E. Camp Wisdom Road, Suite A, Duncanville, Texas 75116; and

(d) Incentive grant shall mean one time cash grant not to exceed $5,000 for improvements (Project) to the property located at 336 E. Camp Wisdom Road, Suite A, Duncanville, Texas 75116; and

(e) Receive a certificate of occupancy for 336 E. Camp Wisdom Road, Suite A, Duncanville, Texas 75116 on or before **January 30, 2024** and

(f) Pay and be current to the ad valorem and sales during the term of this Agreement and through a period of five (5) years from the effective date; and

(g) Development and maintain the property in conformity to the local Comprehensive Zoning Ordinance and other local applicable regulation codes; and

(h) During the term of this Agreement, the Applicant, agrees not to knowingly employ any undocumented workers or unlicensed contractors and/or subcontractors at the development, and if convicted of a violation under 8 U.S.C Section 1324a(f), the Applicant, shall repay the amount of the grant payments received within 130 business days after the date the Applicant, is notified by the City of such violation, and this agreement automatically terminates.

(i) If work is found to be incomplete within the timeline provided in Article IV, the Applicant, may request via written documentation an extension of 30 business days to complete work. If the work remains incomplete by the end of this extension, the Applicant, will be found in violation of this agreement and shall repay any grants under the provisions of Section 5.2 of this agreement is terminated and the Applicant will indemnify the DCEDC of any obligations related to grants and incentives that are withheld.

ARTICLE V. GENERAL PROVISIONS

5.01. **Termination and Default.** This Agreement terminates upon any one of the following:

(a) By the Applicant, through mutual written agreements of both parties; and

(b) By DCEDC, if the Applicant, files any false documentation concerning the application or receipt of the Grant; and

(c) By DCEDC and the Applicant, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not

cured within thirty (30) days after written notice thereof by the non-breaching party; and

(d) By DCEDC, if any taxes, fees, impositions or charges owed to the DCEDC, the City of Duncanville, or the State of Texas by the Applicant, shall have become delinquent (provided, however, that such taxes, fees, or charges shall not be considered delinquent for purposes of this Section 5.1(c) until any proper and timely protest or contest of such taxes or fees has become final) for a period of five (5) years from the effective date; and

(e) By DCEDC, if the Applicant suffers an Event of Bankruptcy or Insolvency; and

(f) By DCEDC and the Applicant, respectively, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid or illegal; and

(g) By DCEDC, if insufficient funding is available to provide the grant contemplated herein. In such event, the DCEDC shall give the Applicant not less than fifteen (15) days notice of its intent to terminate; and

(h) By DCEDC, if any other material provisions of this Agreement is breach by the Applicant.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination of the Applicant existence, insolvency, employment of receiver for any part of the Property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the Applicant and Owner and such proceedings are not dismissed within ninety (90) days after the filing thereof,

5.02. **Recapture Provision.** In the event the Applicant does not comply with the terms of this Agreement or is otherwise in default as provided herein, the Applicant pursuant to the provisions herein shall refund the DCEDC the Grant Payments actually paid by DCEDC and received by the Applicant immediately preceding the date of such termination. If the payment is not refunded within 30 days of termination, the Applicant will indemnify the DCEDC of any fees or costs related to recuperating funds owed to the DCEDC, plus interest and attorney fees.

5.03. **Mutual Assistance.** The Applicant and the DCEDC shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions hereof.

5.04. **Representations and Warranties.** The Applicant represents and warrants to the DCEDC that it is a duly organized company under the laws of the State of Texas and is in good standing and can execute the terms of this agreement.

5.05. **Employee Hiring, Materials, and Supplies Purchased.** Although not a condition of this Agreement, the DCEDC requests that the Applicant when feasible, satisfies its needs for all additional employees from Duncanville residents and/or purchases materials and supplies from Duncanville merchants and businesses.

5.06. **Section or Other Headings.** Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.07. **Verification and Compliances.** The Applicant agrees to allow the DCEDC's attorney to conduct an audit on all of the Applicant business records, documents, and agreements or other instruments, subject to appropriate confidentiality, in furtherance of the following purposes only:

(a) To ensure the Applicant compliance with the affirmative covenants set forth in this Agreement; and

(b) To determine the existence of a default or breach of the terms of this Agreement; and

(c) To ensure compliance with the prerequisites for paying a Reimbursement Incentive; and

(d) To determine whether the correct amount of sales taxes are being collected and reported.

The DCEDC will provide the Applicant with written notice of any request for an audit and shall cooperate with the Applicant to schedule audit activities so as to minimize disruption of the Applicant normal business operations.

5.08. **Indemnification.** IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT, THE APPLICANT IS ACTING INDEPENDENTLY, AND THE DCEDC ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE APPLICANT BUSINESS OR PROPERTY. THE DCEDC SHALL NOT BE LIABLE TO THE APPLICANT, ITS AGENTS, EMPLOYEES OR CONTRACTORS, FOR ANY DAMAGE TO PERSONS OR PROPERTY. IN THIS RESPECT, THE APPLICANT AGREES TO INDEMNIFY AND HOLD THE DCEDC HARMLESS AGAINST ANY AND ALL CLAIMS, LIABILITY, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE CONDUCT OR MANAGEMENT OF THE APPLICANT, OR FROM ANY BREACH ON THE PART OF THE APPLICANT OF ANY CONDITIONS OF THIS AGREEMENT OR FROM ANY ACT OF NEGLIGENCE OF THE APPLICANT, ITS AGENTS, CONTRACTORS, OR EMPLOYEES.

5.09. **Attorneys Fees.** In the event any legal action or process is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its necessary and reasonable attorneys' fees and expenses incurred by reason of such action.

5.10. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

5.11. **Amendment.** This Agreement may only be amended, altered, or revoked by a written instrument signed by the Applicant, DCEDC, and the City.

5.12. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. The Applicant may not assign all or any part of its rights and obligations hereunder without prior written approval of the DCEDC.

5.13. **Notice.** Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

Owner: Creative Beauty Salon Suites
Attention: Devonn Coleman
336 E. Camp Wisdom Road, Suite A
Duncanville, TX 75116

With a copy to:

Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Ross Tower
500 N. Akard St.
Dallas, Texas 75201

City: City of Duncanville
Attention: Robert D. Brown, Jr.
P.O. Box 380280
Duncanville, Texas 75138-0280

DCEDC: Duncanville Community and Economic Development Corporation
Attention: Kenneth Govan
P.O. Box 380280
Duncanville, Texas 75138-0280

5.14. **Interpretation.** Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

5.15. **Applicable Law.** This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Dallas County, Texas.

5.16. **Severability.** In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.17. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

5.18. **No Joint Venture.** Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

5.19. **Boycott Israel, Boycott Energy Companies, and Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations.**

(a) Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

(c) Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

(d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of $100,000.00 or more to be paid under the terms of this Agreement.

5.20. **Approval by the City of Duncanville, Texas.** This Agreement was approved by the City Council at its meeting on August 15, 2023.

EXHIBIT "A"

CREATIVE BEAUTY SALON SUITES

_____

By: Devonn Coleman
Its: Duly Authorized Representative
Date: _____ __, 2023

DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION

_____

By: Kenneth Govan
Its: Board President
Date: _____ __, 2023

CITY OF DUNCANVILLE

_____

By: Robert D. Brown, Jr.
Its: Interim City Manager
Date: _____ __, 2023

Creative Beauty Salon Suites Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the duly authorized representative of Creative Beauty Salon Suites, and that they are authorized by said to execute the foregoing instrument as the act of such Creative Beauty Salon Suites for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2023.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

EXHIBIT "A"

Duncanville Community and Economic Development Corporation Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the Board President of the Duncanville Community and Economic Development Corporation, and that they are authorized by said Corporation to execute the foregoing instrument as the act of such Duncanville Community and Economic Development Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2023.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

EXHI

City of Duncanville Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the City Manager of the City of Duncanville, and that they are authorized to execute the foregoing instrument as the act of such City for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2023.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

Incentives & Grants Assistance Application

EXHIBIT "B"

Property Owner B.H. Industrial, LLC
Mailing Address 867 N Duncanville Rd
City Ducanville State & Zip TX, 75116
Phone 817-705-8665 Fax _____ Email hcenterprises711@gmail.com

Project Representative Lawren Hall & Devonn Coleman
Mailing Address 3700 Ross Ave. #419
City Dallas State & Zip TX, 75204
Phone 817-705-8665

Business Name Creative Beauty Salon Suites
Property Address 336A E. Camp Wisdom Rd, Duncanville, TX 75116
Will You Lease or Own the Property? Lease Legal Incorporation (Sole Proprietor, LLC, etc) LLC
Type of Business Salon Suites Years in Business Startup
Business Plan and Portfolio Available? Yes (If yes, please attach)

Project Description
Our goal is to provide a turn-key state-of-the-art facility, equipped with a luxurious ambiance and all the modern amenities to help salon professionals acquire their independence with guided support.

Square footage of Project: 1152 Date Projected for Occupation of Project/Initiation of Operations 5/1/23

Fiscal Impact / Financial Background
Current Real Property Value $ 7,300
Estimated Property Investment (if applicable) $ N/A
Current Sales / Gross Receipts / Revenue Generated $ Startup (New Business)
Additional Revenue to be Generated from Business Expansion (if applicable) $ N/A
Sales Growth Expectations: Year One 96,000 Year Two 100,800 (5% yearly increase) Year Three 105,840 (5% yearly increase)
Projected Total Annual Operating Budget of this Facility $ 42,000
Business Liabilities $ 20,000
What infrastructure construction would be required? Interior walls added to create 8 separate private spaces. New paint, new doors, bathroom upgraded.

Interior Investments $ 35,000 Exterior Investments $ N/A

Are you entering into a Loan? No If yes, please answer the following:
Loan Amount $ _____
Down Payment $ _____
Construction Price of Improvements or Buildings $ _____
Lending Institution _____
Lender's Address _____
Lender's Contact Person _____

Employment Impact
Total Number of Jobs N/A Total Annual Payroll $ N/A
Type of Jobs Created All tenants will be self-employed business owners

Percentage of Employees who will be Duncanville Residents N/A
Number of Full-time Employees N/A Number of Part-time Employees N/A

EXHIBIT "B"

IMPORTANT PARTICIPATION REQUIREMENTS FOR *EACH GRANT*:

- Applicant's buildings must be subject to property taxes.
- Work cannot have started prior to submitting a completed application.
- Only fully completed applications will be eligible for consideration.
- All City/State laws, ordinances, and policies must be followed.
- The applicant must submit a current photo and a schematic/rendering of the property requiring the grant.
- 3 detailed bids; Duncanville businesses are preferred if the service is offered locally.
    - Bid information should also include the following:
        - Business Name
        - Contact Name
        - Contact Phone Number
        - Business Address
        - Cost of Services
- Grants, by default, are paid as a ***REIMBURSEMENT*** unless otherwise agreed upon.
- The City will take a "Before" photo of the property. After the **PAID Invoice** has been submitted, the City will inspect the work and take an "After" photo for comparison prior to issuing funds.
- An ***Attestation of Completion of Work*** will be required when requesting the grant disbursement.
- The approved project must be completed within six (6) months of City Council approval date, or the applicant will be required to present a project update to the DCEDC Board in order to ensure continued funding of project.
- The project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary.
- Project funding is not a guarantee and is at the discretion of the DCEDC Board and the City Council.

TYPE OF INCENTIVE GRANTS: *Place a check mark in the corresponding box of the grant(s) you are applying for.*

■ Sales Tax Grant

Amount Requested $ _____

Estimated Annual Sales Generated $ 96,000

Program Specifications:

1. New and existing businesses may qualify for a rebate grant based on a percentage of sales received by the City.
2. Sales Tax Grants are for a maximum of ten (10) years.
3. Grants are paid in annual installments within ninety (90) days after the end of each twelve-month calendar period following the issuance of a certificate of occupancy or other commencement date if no certificate of occupancy is required.

□ Business Retention and Expansion Grant

Amount Requested $ _____

Program Specifications:

1. Duncanville businesses operating within City limits for at least three (3) years that are at-risk of relocating or are looking to expand business operations outside of Duncanville are eligible for up twenty-five hundred dollars ($2,500) per full-time employee making at least eighty-percent (80%) of the Dallas County median wage.
2. To qualify, businesses must prove through a bonafide incentive offer or pending lease agreement that they are seeking relocation or expansion outside of Duncanville. A notarized attestation may substitute the lease or incentive agreement.

□ Paint Grant

Amount Requested $ _____

Program Specifications:

1. The Paint Grants were established to assist small business owners with refurbishing the exterior of a commercial building in need of fresh paint.
2. Eligible costs include: Supplies, cost to appropriately prepare surfaces of the building, and labor costs.
3. Only buildings that have been previously painted and need to be repainted qualify for a grant unless special circumstances arise.
4. New construction projects are not eligible.
5. Buildings can only qualify every five (5) years for a paint grant unless special circumstances arise.

Attach the following documentation to the application:

1. Current photo of building.
2. A sketch, drawing, architectural rendering, or computer image of the proposed building or a current photo of the building that shows where the different paint colors will be applied.
3. Color samples of proposed paint. Be sure to identify brand/name/number of color.

EXHIBIT "B"

☐ **Landscape Grant** Amount Requested $ _____

Program Specifications:

1. Landscape Grants were established to broaden the City's focus on curb appeal and encompass Duncanville's business corridors.
2. Eligible costs include: Materials, labor costs, permit/tap fees.
3. Plants must be perennials.
4. Drought tolerant and/or Texas native plants are encouraged.
5. Properties can only qualify every five (5) years for a landscaping grant unless special circumstances arise.

Attach the following documentation to the application:

1. A photo of the current landscaping and property.
2. A sketch, drawing, architectural rendering, or computer image of proposed landscape including a list of all plants to be used.
3. Contractor license irrigation number on each bid. A working irrigation system is required for a Landscape Participation Grant.
4. A letter describing how your company plans to maintain the landscaping.

5,000

■ **Signage Grant** Amount Requested $ _____

Program Specifications:

1. Signage Grants were established to assist small existing business owners with the costs associated with replacing and updating nonconforming signs to the City's current standards, or new signs for existing businesses that have been at the current location for a minimum of one (1) year, or for new businesses that have been in business outside the city limits for a minimum of three (3) years.
2. Eligible costs include sign, labor costs, sign permit fee.
3. A City of Duncanville sign permit is required in order to receive reimbursement for the sign.

Attach the following documentation to the application:

1. A current photograph of the business showing the sign to be replaced.
2. A sketch, drawing or computer image of proposed new signage.

7,000

■ **Façade and Architectural Improvement Grant** Amount Requested $ _____

Program Specifications:

1. The architectural aesthetic and beauty of the façade of a building enhances property values and encourages people to visit Duncanville.
2. The DCEDC will consider all Façade and Architectural Improvement Grants that enhance that façade and beautifies the building and surrounding area.

☐ **Pavement Grant** Amount Requested $ _____

Program Specifications:

1. The paving and repaving of impervious surfaces is one of the most expensive and frequent barriers to the redevelopment of commercial locations.
2. The DCEDC shall consider incentives to assist in the repaving of impervious surfaces to bring them up to code and safety standards to ensure code compliance promote business expansion and investment.

☐ **Demo, Redevelopment, Reuse Grant** Amount Requested $ _____

Program Specifications:

1. Applicant's buildings must be subject to property taxes and applicant must be current on all taxes.
2. Applicant must agree to demolish, redevelop, or renovate the existing residential or commercial structure and build back a structure of greater value at the same location.
3. Applications must be submitted with an estimated project budget documentation and approved by the DCEDC and/or City Council before projects are started.
4. Rebuild, redevelopment, reuse, or renovations must equate to at least 51% of the most recent August 1 Dallas County Appraisal District assessed value.
5. Residential and Commercial structures must be built back in accordance with the agreement signed with the City or the incentive will be forfeited and any funds dispersed must be returned to the City within a reasonable timeframe not to exceed six (6) months or the City is entitled to pursue legal action to recover said funds and reasonable attorneys' fees and expenses incurred by reason of such action.
6. All applications must include renderings (site plans) of the proposed project and include the current value of the property and the proposed value of the demo, redevelopment, or reuse.
7. Demo, Redevelopment, or Reuse of the building must be completed within twelve (12) months of receiving the building permit to be eligible for the reimbursement of the incentive.
8. For single-family projects, ownership must be transferred to an individual that will occupy the home within two years of project completion.

EXHIBIT "B"

☐ **Infrastructure Grant** Amount Requested $ _____

Program Specifications:

1. Type B EDC's may assist in the development of infrastructure that has a public benefit.
2. Eligible costs include exterior water and sewer improvements, grease traps, and street and drainage related improvements.

Attach the following documentation to the application:

1. Stamped engineering plans that outline in detail the scope of work.

☐ **Other Incentive** Cash Grant Request Amount Requested $ 25,000

Total Grant Amount Requested $ 37,000

******If all requirements are not followed, the DCEDC Board has the authority to reject the grant request as well as not issue the grant funds for approved requests.***

AGREEMENT: I hereby certify that, to the best of my knowledge, all information submitted in the above Incentives & Grants Application and all attachments are correct and accurate. I understand that by completing this application, I am making a formal request to receive an economic development grant for our company that is contingent based upon the acceptance/approval of the DCEDC Board and Duncanville City Council. I understand that the project workmanship must be approved by the City before grant money can be disbursed. Additionally, I understand that incentive or grant money is traditionally paid at the completion of the project as a reimbursement and that in order to be eligible for any type of DCEDC funding, a request must be made prior to the commencement of the project. I also understand that the review and approval process will take a minimum of 30 days and that it is my responsibility to ensure that our project meets all City ordinances and/or requirements. I understand that all completed work is required to be reviewed and inspected by the Building Official or their designee. A Letter or Attestation of Completion of Work must be submitted to the City. I also understand that the approval of an incentive or grant is effective for one year from the date of City Council approval, and the project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary unless otherwise approved through corrective action. In addition, if the project is not completed within six months of the City Council approval date, I will be required to present an update to the DCEDC Board at their next regular meeting.

Printed Name Lawren B. Hall **Date** 05/24/23

Signature *Lawren B. Hall*

Duncanville
City of Champions

City of Duncanville
Economic Development
203 E. Wheatland Road
Duncanville, TX 75116
972.780.5090
www.DuncanvilleEDC.com

EXHIBIT "B"

2022

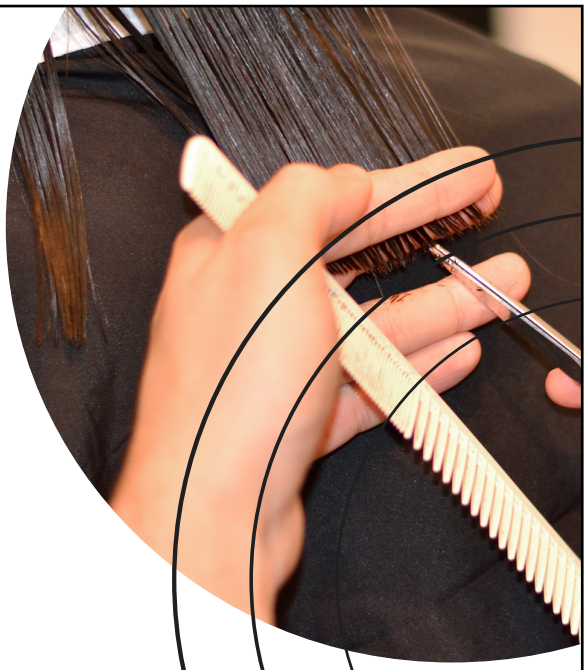
CREATIVE BEAUTY SALON SUITES BUSINESS PLAN





EXHIBIT "B"

CREATIVE BEAUTY SALON SUITES BUSINESS PLAN



THE COMPANY

We are a team of influential entrepreneurs with a passion for beauty. You are about to be given insight into an exciting and thriving business.

PROJECT BACKGROUND

Creative Beauty Salon Suites has taken a highly sought-after service, and uniquely paired it with an exclusive business opportunity, designed to generate revenue for everyone. We are not your traditional salon brand.

GOALS & OBJECTIVES

01 To help salon professionals acquire their independence with guided support.

02 To provide a turn-key state-of-the-art facility, equipped with a luxurious ambiance, and all the modern amenities.

03 To showcase any salon professional's talent while meeting their client's esthetic needs.

EXHIBIT "B"

CREATIVE BEAUTY SALON SUITES BUSINESS PLAN



WHAT MAKE US UNIQUE



FREE WIFI



FREE RECEPTIONIST



FREE MARKETING



FREE REFERRAL RENT CREDIT

EXHIBIT "B"

CREATIVE BEAUTY SALON SUITES BUSINESS PLAN



OUR CONCEPT











EXHIBIT "B"

Before Pictures











EXHIBIT "B"

After Pictures









EXHIBIT "B"

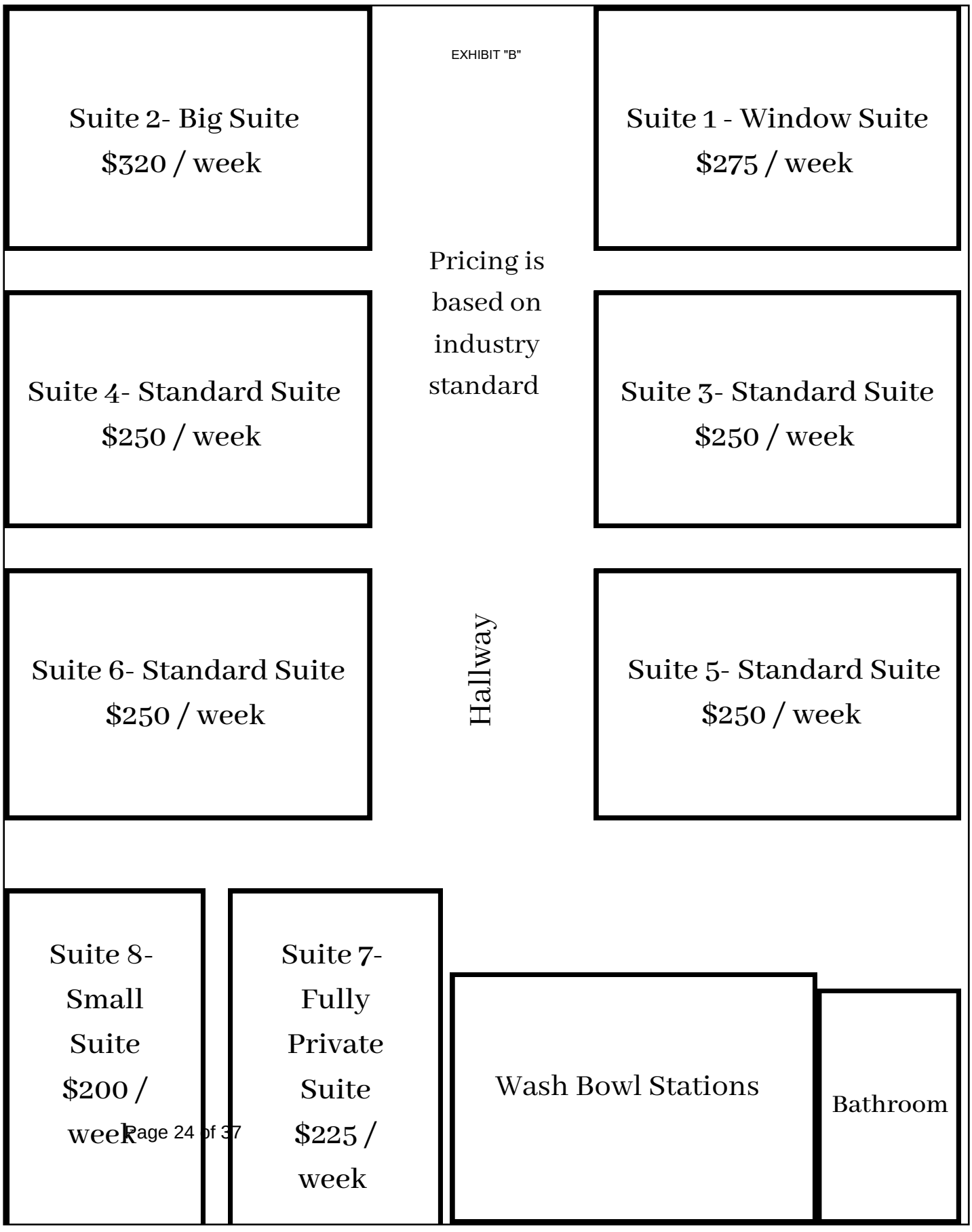

Suite 2- Big Suite
$320 / week
Suite 1 - Window Suite
$275 / week
Pricing is based on industry standard
Suite 4- Standard Suite
$250 / week
Suite 3- Standard Suite
$250 / week
Suite 6- Standard Suite
$250 / week
Hallway
Suite 5- Standard Suite
$250 / week
Suite 8- Small Suite
$200 / week
Suite 7- Fully Private Suite
$225 / week
Wash Bowl Stations
Bathroom

EXHIBIT "B"

REQUEST FOR THE SALES TAX CASH GRANT

As new business owners in Duncanville, we have invested around $35,000 into renovating an old salon into a luxury boutique-style salon suite facility.

Our desire is to provide a high-end space for Duncanville's health and beauty professionals.

The funds from this grant will allow us to continue our current renovations to provide a top-notch facility.

We plan to include additional plumbing for sinks, upgrade the outside facade of the door with our logo, add surround sound speakers to enhance the customer experience, and purchase additional security cameras and decor.

Total Request for Economic Development Cash Grant: $25,000

EXHIBIT "B"

REQUEST FOR SIGNAGE GRANT

The next few pages provide the quotes for new signage. To summarize, the estimated quotes are as follows:

EZ Sign Works: $4,177.24
Fast Signs: $4,883.71

Total Request for Signage Grant: $5,000

EXHIBIT "B"

EZ SIGNWORKS
UL Licensed & Insured Sign Company
1184 Explorer St Unit G
Duncanville, TX 75137
Office (469) 888-2068
Signs@EZSignworks.com

PROPOSAL

Proposal No	**1651**
Date	3/30/23
Prepared By	

WWW.EZSIGNWORKS.COM

Prepared For
CREATIVE BEAUTY SALON SUITES & SPA Elle Hall 336A Camp Wisdom Rd Duncanville, TX 75116

Job Location
CREATIVE BEAUTY SALON SUITES & SPA 336A Camp Wisdom Rd Duncanville, TX 75116

Description
LED ILLUMINATED CHANNEL LETTER SIGN TO READ "CREATIVE BEAUTY" "SALON SUITES & SPA" RETURN: 5" BLACK ALUMINUM TRIM CAP: 1" BLACK FACE: WHITE ACRYLIC LIGHTING: WHITE INSTALLATION is included in price SIGN PERMIT is included in price and will be obtained by our company.

We propose to furnish material and labor - complete in accordance with the above specifications, for the sum of: **$4,177.24**

Payment Terms: 50% down payment upon approval/acceptance of proposal and remaining balance due on day of delivery/installation.

Subtotal	$3,937.00
Sales Tax (8.25%)	$240.24
TOTAL	**$4,177.24**

All material is guaranteed to be as specified. All work to be completed in a workmanship manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

Acceptance of Proposal Date of Acceptance _____

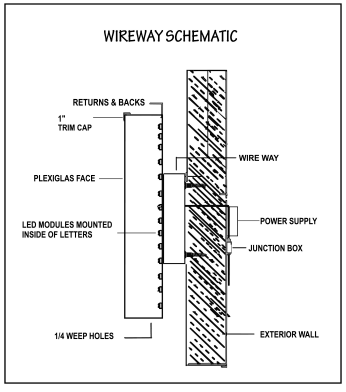
The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined in payment terms above.

Signature _____ Signature _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

EXHIBIT "B"





Created for the Approval of:

Creative Beauty

336A E. Camp Wisdom
Duncanaville, TX 75116

Proof Date: 04/12/2023

Scope of Work

MANUFACTURE & INSTALL:
Illuminated Channel Letter Sign

Faces: 3/16" White Acrylic
with Vinyl Graphics
Trim Cap: 1" Black Jewelite
Returns: 5" Black Aluminum
Lighting: White LEDs
Wireway: Paint to match Building

INSTALLATION
-Letters mounted on wireway.
-Wireway installed direct to building.



EZ SIGNWORKS

This design belongs to EZSignworks and becomes the property of the customer only upon completion of an order, and is not to be used in whole or in part without written permission of
EZSignworks - 1184 Explorer St. Unit G - Duncanville, TX 75137 - (469) 888-2068
www.EZSignworks.com - Signs@EZSignworks.com

____ Approved As Is ____ Approved w/Changes ____ Re-Draw w/Changes

Signature _____ Date _____

FASTSIGNS
Make Your Statement™

6940 Marvin D Love Fwy.
Dallas, TX 75237
(214) 467-8200

EXHIBIT "B"

ESTIMATE
EST-87418

fastsigns.com/319

Payment Terms: Cash Customer

Created Date: 4/17/2023

DESCRIPTION: AG- Dimensional Non Electrical Channel Letters and Campsules

Bill To: Creative Beauty Salon Suites
336 E. Camp Wisdom Rd.
Suite A
Duncanville, TEXAS 75116
US

Installed: Creative Beauty Salon Suites
336 E. Camp Wisdom Rd.
Suite A
Duncanville, Texas 75116
US

Requested By: Elle Hall
Email: hcenterprises711@gmail.com
Work Phone: (281) 796-4249

Salesperson: Alex Garcia
Email: alex.garcia@fastsigns.com
Cell Phone: 214-864-4454

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	**Set of Preformed Non- Illuminated Channel Letters, Logo and Capsule.** *** Quote is good for 30 days only ***	1	$3,733.40	$3,733.40
1.1	**Misc. -** **Text:** Logo CREATIVE BEAUTY SALON SUITES & SPA			
2	**City of Duncanville Wall Sign Permit**	1	$75.00	$75.00
2.1	**Permit - Price subject to change based on actual cost of permit once approved and billed by the city.**			
3	**Permit Acquisition**	1	$199.00	$199.00
3.1	**Permit Acquisitions - Coordinate with city pre-production to verify compliance with sign regulations. Includes conducting sign code research, filing applications, and submitting sign drawings/specs. Customer is responsible for acquiring any needed landlord approvals prior to the start of the permit process.**			
4	**Installation of Channel Letters**	1	$525.00	$525.00
4.1	**Standard Installation -**			

Subtotal:	$4,532.40
Taxes:	$351.31
Grand Total:	$4,883.71

EXHIBIT "B"

Estimate valid for 30 days. Product summaries are intended as general descriptions only; actual specs and guarantees are not included on this document. Turnaround times are estimates. Sign warranties and care instructions are available upon request. Signs designed for temporary, short-term use cannot be warranted. All sales are final. Fees apply to cancelled orders, rescheduled installations, and any undisclosed product or installation conditions.

Signature: _____ **Date:** _____

EXHIBIT "B"

REQUEST FOR FACADE & ARCHITECTURAL GRANT

The next few pages provide the quotes for new window shades and installing a security keypad for the safety of our beauty professionals. To summarize, the estimated quotes are as follows:

Bee's Keys (Security Key Pad): $2,542.52
Simple Access (Security Key Pad): 4,052.90

Lowes (Window Shades): $2,296.74
Home Depot (Window Shades): $3,205.61

Total Request for Facade Grant: $7,000

EXHIBIT "B"

Bee's Keys / Complete Security Service
7711 Inwood Road
Dallas, TX 75209

Phone: (214) 351-3942
Fax: (214) 741-4777
sales@beeskeys.com
beeskeys.com

Bill to
CREATIVE BEAUTY SALON BOUTIQUE
336A E. CAMP WISDOM RD.
DUNCANVILLE, TX 75116

Ship to
CREATIVE BEAUTY SALON BOUTIQUE
336A E. CAMP WISDOM RD.
DUNCANVILLE, TX 75116

Quote #: q2230466

Sales Rep: Rick M.

Item	Description	Quantity	Price	Amount
TC1	Trip Charge-Zone 2	1	$105.00	$105.00
FSC	Fuel Surcharge	1	$10.00	$10.00
172466	Mullion Surface Mount Bluetooth Keypad with Reader, metal housing, weatherproof and one relay output.	1	$550.00	$550.00
720027	Locknetics Electric Stike with face plate options 12VDC/24VDC	1	$195.00	$195.00
703227	4513-36-RH Adamsrite Deadlatch 1 1/8	1	$99.95	$99.95
763250	USCAN PADDLE HANDLE W/CAM - UC-P5591-LH-AL	1	$80.00	$80.00
1110111	Wireless Receiver with two hand held wireless transmitters Up to 300 foot range	1	$150.00	$150.00
170125	Alarm Controls Wireless Transmitter	8	$44.95	$359.60
MCLC	Labor Charge to install parts	1	$600.00	$600.00
SO1	Misc wire, hardware	1	$100.00	$100.00
106577	IEI PLUG-IN-POWER SUPPLY 12VDC	1	$50.00	$50.00
SO1	Latch Guard Protector	1	$49.95	$49.95

A deposit of up to 50% maybe required before we order the parts.

Subtotal:	$2,349.50
Tax:	$193.02
Total:	$2,542.52
Payments:	$0.00

EXHIBIT "B"

simpleaccess™
Smart Access Control. Simplified.
7003 W Lake St, Suite 400, Minneapolis, MN 55426
Phone: (833) 413-0212
simpleaccess.com

Address Information

Bill To Name	HC Enterprises	Ship To Name	HC Enterprises
Bill To	Houston, Texas 77054 United States	Ship To	United States

Quote Information

Old Quote Number	Q-00004613	Credit Terms	Prepaid
Created Date	5/18/2023	Freight Terms	FOB - Free on Board
Quoted By	Corey Asfeld	F.O.B.	FOB
Contact Name	Elle Hall		
Phone	2817964249		
Email	hcenterprises711@gmail.com		

Product	Product Description	Line Item Description	Sales Price	Quantity	Total Price
ACS-1 door kit	SimpleAccess ACS 1 Door Kit; Includes: ACS-E1, ACS-1501b, backup battery		$1,375.00	1.00	$1,375.00
ACS-PP-10	SimpleAccess Pre-Programmed Proximity Cards, 10pk		$49.90	1.00	$49.90
SA-ACTIVATE	SimpleAccess Account Activation & Phone Support		$149.00	1.00	$149.00
SA-INSTALL	SimpleAccess Installation Services & Required Materials	Labor, wiring, locking mechanism, additional door components	$2,000.00	1.00	$2,000.00
SAMAC-001	SimpleAccess Software Subscription, Annual (1-2 doors, $180/door)		$180.00	1.00	$180.00
SR3-UK-0001	SimpleAccess Prox Card - Bluetooth Mobile Access Reader		$299.00	1.00	$299.00

Totals

Comments: Sales Tax - TBD

Installation charges are provided as an estimate and may require a site survey which could result in adjustments to this quotation. Items that may affect installation charges include but are not limited to: any structural or environmental issues that could not be predicted; configuration and door preparation; any requirement for additional door hardware such as magnetic locks; permits and, electrified exit bars.

Subtotal	$4,052.90
Discount	0.00%
Total Price	$4,052.90
Grand Total	$4,052.90

Conditions of Contract

CONDITIONS OF CONTRACT

Prices are valid for 30 days unless otherwise noted. It is agreed by the purchaser that this contract is not subject to cancellation or to any verbal agreement or condition not stipulated in writing on it, and that the title to the said goods shall not pass until the purchase price is paid in full, and said goods shall remain the property of the seller until that time. In case of default of payment or in case of removal of said goods or any part thereof without the consent of seller or in the event the purchaser shall mortgage or part with the possession of said property voluntarily or involuntarily without the consent of the seller, the latter shall have the right to resume immediate possession of same wherever it may be found, and remove it with or without process by law, and may declare this agreement terminated and retain all money paid



EXHIBIT "B"

7003 W Lake St, Suite 400, Minneapolis, MN 55426
Phone: (833) 413-0212
simpleaccess.com

hereunder as liquidated damages and rental of said goods. Terms - All past due accounts are subject to a charge of 1.5% per month or 18% per annum. In case of default of payment, customer agrees to pay all costs of collection and legal fees. ALL SALES ARE FINAL.

EXHIBIT "B"

Powered by Installation Made Easy, Inc.

PROJECT ESTIMATE

877-477-1115

Lowes In Home / 34013559-1

Customer Info

Customer	Elle Hall		
Phone	(281) 796-4249		
Email	hcenterprises711@gmail.com		
Address	336 A East Camp Windon Rd		
City ST Postal Code	Duncanville	TX	75116

Installation Info

Installer	Graber Shop At Home		
Phone	(877) 853-0032		
Email	grabersah@springswindowfashions.com		
Estimator		**WO #**	34013559-1
Store #	1771	**Estimate Date**	05/24/2023

Project Total $2,296.74

With 30% Off Blinds & Shades and Drapery/Soft Treatments. Expires 05/31/23

Only $35.83 / Month

84 Fixed Monthly Payments at 7.99% APR with Total Payments of $3,009.65

Items

Location	Product / Description	Qty	UoM	Price
Other - Foyer-1	**Blinds / Shades:** **Product: Single Solar Roller Residential** **Inst: O** **W: 115.5** **H: 116** **Color: 47901-Standard Weave 1% Calcite** **Hem Bar Type =FABW** **Control: Continuous Loop SL Spring Idle End** **Ctrl Loc =R** **Chn Typ =Plastic** **Chn Color =Gray** **Valance : 4" Fascia** **Fascia Color : WHT**	1,654.00	Retail Price	$1,654.00
Other - Foyer-2	**Blinds / Shades:** **Product: Single Solar Roller Residential** **Inst: O** **W: 89.875** **H: 116** **Color: 47901-Standard Weave 1% Calcite** **Hem Bar Type =FABW** **Control: Continuous Loop SL Spring Idle End** **Ctrl Loc =R** **Chn Typ =Plastic** **Chn Color =Gray** **Valance : 4" Fascia** **Fascia Color : WHT**	1,377.00	Retail Price	$1,377.00

Powered by Installation Made Easy, Inc.

EXHIBIT "B"

PROJECT ESTIMATE

877-477-1115

* 30% Off Blinds & Shades / Drapery & Soft Treatments between 05/18/23 and 05/31/23.

Project Totals		
Subtotal	$	3,031.00
30% Off Blinds & Shades and Drapery/Soft Treatments *	$	(909.30)
Subtotal After Discounts	$	2,121.70
Sales Tax	$	175.04
Project Total	**$**	**2,296.74**
Deposit	**$**	**1,235.89**
Balance	**$**	**1,060.85**

EXHIBIT "B"

Date: 5/24/2023

SCOPE OF WORK

Est. #: RJB-0524-877090

PO #: F34487373

Customer:

hall, elle
336 East Camp Wisdom Road
Duncanville TX 75116
2817964249 0
hcenterprises711@gmail.com

Store:

Home Depot #552 - Westmoreland
2901 W Wheatland Rd
Dallas, TX, 75237
(972) 709-3063

BLINDS AND SHADES:

#	Room	Product	Type	Color	Mount	Headrail	Control	Price
1	Entry	Kirsch Roller & Screen Shades	Rectangle	White Dress (KRC040-166)	Outside - Wall		Clutch Control - Bottom Up*	$664.11
	Bottom Treatment: Fabric-Wrapped Flat, ***Control Position***: Left, ***Cord***: Coordinated Color, ***Covering Type***: Standard Rectangle, ***Daisy-Chain Option***: No, ***Fabric***: NANTON (Semi-Opaque), ***Hardware Color***: White Tiara, ***Open Arch***: Open Arch - No, ***Roll Direction***: Standard Roll Direction, ***Top Treatment***: Cassette - Large Square Fabric-Wrapped, ***Cord Drop Length***: Keep standard length							
2	Entry	Kirsch Roller & Screen Shades	Rectangle	White Dress (KRC040-166)	Outside - Wall		Clutch Control - Bottom Up*	$664.11
	Bottom Treatment: Fabric-Wrapped Flat, ***Control Position***: Right, ***Cord***: Coordinated Color, ***Covering Type***: Standard Rectangle, ***Daisy-Chain Option***: No, ***Fabric***: NANTON (Semi-Opaque), ***Hardware Color***: White Tiara, ***Open Arch***: Open Arch - No, ***Roll Direction***: Standard Roll Direction, ***Top Treatment***: Cassette - Large Square Fabric-Wrapped, ***Cord Drop Length***: Keep standard length							
3	Entry	Kirsch Roller & Screen Shades	Rectangle	White Dress (KRC040-166)	Outside - Wall		Clutch Control - Bottom Up*	$664.11
	Bottom Treatment: Fabric-Wrapped Flat, ***Control Position***: Right, ***Cord***: Coordinated Color, ***Covering Type***: Standard Rectangle, ***Daisy-Chain Option***: No, ***Fabric***: NANTON (Semi-Opaque), ***Hardware Color***: White Tiara, ***Open Arch***: Open Arch - No, ***Roll Direction***: Standard Roll Direction, ***Top Treatment***: Cassette - Large Square Fabric-Wrapped, ***Cord Drop Length***: Keep standard length							
4	Other - Suite 1	Kirsch Roller & Screen Shades	Rectangle	White Dress (KRC040-166)	Outside - Wall		Clutch Control - Bottom Up*	$807.93
	Bottom Treatment: Fabric-Wrapped Flat, ***Control Position***: Left, ***Cord***: Coordinated Color, ***Covering Type***: Standard Rectangle, ***Daisy-Chain Option***: No, ***Fabric***: NANTON (Semi-Opaque), ***Hardware Color***: White Tiara, ***Open Arch***: Open Arch - No, ***Roll Direction***: Standard Roll Direction, ***Top Treatment***: Cassette - Large Square Fabric-Wrapped, ***Cord Drop Length***: Keep standard length							
5	Other - Suite 1	Kirsch Roller & Screen Shades	Rectangle	White Dress (KRC040-166)	Outside - Wall		Clutch Control - Bottom Up*	$807.93
	Bottom Treatment: Fabric-Wrapped Flat, ***Control Position***: Right, ***Cord***: Coordinated Color, ***Covering Type***: Standard Rectangle, ***Daisy-Chain Option***: No, ***Fabric***: NANTON (Semi-Opaque), ***Hardware Color***: White Tiara, ***Open Arch***: Open Arch - No, ***Roll Direction***: Standard Roll Direction, ***Top Treatment***: Cassette - Large Square Fabric-Wrapped, ***Cord Drop Length***: Keep standard length							

NOTE: The manufacturer's lead time for the quoted blind(s) is approximately 5 to 7 weeks. The approximate install date is dependent upon the blind lead time.

SAH TOTALS:	
Blinds Total:	$3,608.19
SAH Total:	$3,608.19
Discount:	($721.64)
Handling Fee:	$74.75
ICON Subtotal:	$2,961.30
Sales Tax (8.2500%):	$244.31
Revised SAH Total:	$3,205.61

Scope of Work Total: $3,205.61

STAFF REPORT

MEETING: City Council - 15 Aug 2023

TITLE:
Conduct a public hearing to adopt an ordinance and amend the Code of Ordinances to regulate donation boxes and establish requirements for permits allowing the placement of donation boxes on approved open spaces on private property within certain portions of the City of Duncanville, Dallas County, Texas

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.**
- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Jeremy Tennant, Director of Planning & Neighborhood Services

BACKGROUND/HISTORY:
This staff report and proposed draft ordinance aims to provide an inclusive analysis of the current state of donation boxes within the City Duncanville, as well as recommendations for potential regulations to ensure transparency, accountability, and effective management.

The use of donation receptacles has become increasingly prevalent in our community, with various organizations and charitable entities employing them as a means of fundraising. While donation boxes serve a valuable purpose in supporting worthy causes, there have been concerns regarding their operation, maintenance, and potential misuse. This staff report explores these issues and suggests potential regulatory measures to address them.

Key Findings:

1. Proliferation of Donation Receptacles: The number of donation receptacles placed in public and private spaces has significantly increased, leading to competition for prime locations and potential visual clutter in certain areas.
2. Lack of Oversight: Current regulations lack proper oversight mechanisms, resulting in difficulties in monitoring the use of funds collected through donation receptacles and ensuring they are used for legitimate charitable purposes.
3. Abandoned or Unattended Receptacles: There have been instances of donation receptacles being abandoned or unattended, which raises concerns about potential misuse of funds and impacts the aesthetic appeal of the community.
4. Illegal Placement: Some donation receptacles have been placed without proper authorization, leading to conflicts with property owners and affecting public safety and access.
5. Social and Environmental Impact: The materials used in donation receptacles, particularly in cases of poorly maintained or outdated boxes, can contribute to environmental degradation.

Recommendations:

Staff proposes the following recommendations for the regulation of donation receptacles:

1. Regular Inspections and Yearly Registration: Implement a routine inspection process to monitor the condition and contents of donation boxes to prevent misuse and abandonment.
2. Enforcement and Penalties: Enforce strict penalties for organizations found in violation of regulations, including fines, revocation of licenses, and removal of non-compliant donation receptacles.

Conclusion:

In conclusion, the regulation of donation receptacles is crucial to maintain public trust, promote responsible giving, and support legitimate charitable causes. By implementing the recommended measures outlined in this report and draft ordinance, we can strike a balance between encouraging philanthropy and ensuring the integrity of the donation process while maintaining an environmentally beautiful City with reduced nuisances within our commercial areas.

POLICY EXPLANATION:
Currently staff Neighborhood Service Officers utilize Chapter 12, Section 12-89(1) Nuisance, open storage to remedy the keeping or depositing on or the scattering of junk, trash, or debris, or abandoned, discarded or unused objects or equipment in nonresidential districts. The proposed ordinance will allow staff the opportunity to have donation boxes registered and regulated within the City of Duncanville.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Adopt the ordinance.
2. Do not adopt the ordinance.
3. Other actions as directed by Council.

ATTACHMENTS:
Donation Box_Ordinance 2490_DuncanvilleTX

Article I
General Provisions

Sec. 12D-1. – Title.

The Chapter of the Code of the City of Duncanville is hereby designated and shall be known and referred to as the “Donation Boxes” Chapter of the City Code of Ordinances.

Sec. 12D-2. – Purpose.

The purpose of this Chapter is to protect the public health, safety and welfare of Duncanville residents by requiring the registration and permitting of donation boxes on private property within the City limits of the City of Duncanville. This Chapter further serves to protect the aesthetic well-being of the community and promote the tidy and ordered appearance of developed property. The provisions included herein are intended to provide efficient legal remedies for unpermitted or poorly maintained donation boxes that threaten the orderly development of the City. These provisions are cumulative of all City ordinances.

Section 12D-3. – Applicability.

(a) The requirements of this Chapter shall apply to all donation boxes regardless of whether said boxes were placed prior to the effective date of these regulations. No previously placed donation boxes shall be granted any legally non-conforming rights under this Chapter.
(b) The operator of a donation box in existence within the city limits at the time of adoption of this article and the owner of the property on which the existing box is located shall be given written notice by the city that they have thirty (30) days to either obtain an annual permit for the existing donation box or remove the donation box from the property. The operator of an existing donation box or the owner of the property on which the box is located may, alternatively, within this thirty (30) day-time period, give the city written permission to remove and dispose of the existing donation box.
(c) The notice required by this section shall be mailed to the address of the property owner listed on the appraisal district records and the address posted on the donation box, if any. The notice shall also be posted on the donation box itself. The operator and property owner shall have thirty (30) days from the day the notice is placed in the U.S. mail or posted on the box, whichever is later, to obtain a permit or otherwise comply with the requirements of this article.
(d) If the city removes and disposes of a donation box under this section, the property owner and donation box operator shall be responsible, jointly and severally, for payment to the city for the reasonable and necessary costs of removal and disposal.

Article II
Definitions

Sec. 12D-4. – Definitions

Administrator is the director of the department designated by the city manager to enforce and administer this article, and includes the director's designees.

Donation box is a box, trailer, receptacle, container, accessory structure or other similar structure located outside of an enclosed building in a place accessible to the public and designed or intended for the collection and temporary storage of donated personal property.

Operator is any person who owns, operates or is otherwise in control of a donation box.

Person is an individual, partnership, association, firm, company, organization, corporation, or entity of any kind.

Property owner is the person or entity that is the owner of the real property upon which the donation box is located.

Article III
Registration

Sec. 12D-5. – Donation Box – General Provisions

1. It shall be unlawful for any person to place or maintain, or allow to be placed or maintained, any donation box within the City of Duncanville, without having first secured a permit and decal in compliance with the provisions of this Article.

2. Any donation box located within the jurisdiction of the City of Duncanville that does not have a current, valid permit (or any permitted donation box that has received more than two (2) notices of violation from the City in the past 12 months) shall be subject to impoundment by the City. Any donation box impounded by the City shall be released to the owner upon payment of all applicable impoundment and storage fees.

3. Donation boxes shall only be permitted to be placed on real property located within the following zoning use districts: (C) Commercial District, and (I) Industrial District. Donation boxes shall not be permitted to be placed on real property located within any other zoning use districts.

Sec. 12D-6. – Donation Box Permit and Decal Required

It shall be unlawful for any person that owns, leases, is in control of, or is entitled to possession of real property within the City of Duncanville, to authorize or allow any donation box to be placed on or remain on such real property without a valid permit decal in compliance with the provisions of this Article.

Sec. 12D-7. – Permit Requirements

A permit and decal to allow a donation box to be placed and used on designated real property shall be issued by the Administrator after inspection and verification that the following conditions are satisfied:

1. The person receiving a permit to place or maintain a donation box is registered to operate in the State of Texas as a non-profit corporation *or* has proof of a written agreement to solicit on behalf of such a non-profit corporation.
2. The real property owner provides written authorization allowing the donation box on the property.
3. The permit holder agrees to be responsible for collecting the contents of the donation box in order to prevent overflow and littering.
4. No more than one (1) donation box may be permitted for placement on any one lot. In the case of a commercial or industrial development that consists of multiple platted lots, the Administrator shall treat the commercial or industrial development as if it is only one contiguous lot.
5. No donation box shall exceed 50 square feet in size.
6. Each donation box shall clearly indicate in writing on the side of each box that all donations must fit into and be placed within the donation box.
7. The permit holder placing or maintaining the donation box shall display current contact information including street address and phone number on the donation box. Said information must be readable and clearly visible to the public.
8. Each donation box shall be constructed from a metal material.

Sec. 12D-8. – Permit application requirements

An application for a donation box permit under this article shall be submitted annually upon a form provided by the City and shall include:

1. The address or other identification of the property where the donation box would be situated;
2. A site plan showing where on the property the donation box will be located and specifically containing:
    (a) Location and dimensions of all parcel boundaries;
    (b) Location of all buildings;
    (c) Proposed donation box location;

(d) Distance between the proposed donation box and parcel lines and buildings; and
(e) Location and dimensions of all existing and proposed driveways, garages, carports, parking spaces, maneuvering aisles, pavement and striping/marking.

3. An elevation of the donation box showing the appearance, materials, and dimensions of all sides of the donation box;
4. A description and/or diagram of the proposed locking mechanism of the donation box;
5. The name, physical address, mailing address, and telephone number of the applicant and all owners of the donation box as well as all persons which may share in or profit from any donations collected via the donation box;
6. Written consent from the property owner to place the donation box on the property;
7. A detailed maintenance and collection schedule for the donation box which collection will include removal of items and debris on and around the donation box; and
8. Evidence of compliance with section 12D-9 of this article.

Sec. 12D-9. Donation box requirements

All donation boxes located within the city limits must meet the following requirements:

1. A donation box shall only be placed on a lot which contains a building that is occupied.
2. A donation box shall only be placed on a lot within a commercial or industrial zoning district.
3. No more than one (1) donation box may be permitted for placement on any one (1) lot. In the case of shopping center or office development that consists of multiple platted lots, the administrator shall treat the shopping center or office development as if it is one contiguous lot.
4. A donation box shall be located so as not to interfere with visibility triangles, on-site vehicle or pedestrian circulation, landscaping, and required parking.
5. A donation box shall be placed on a concrete or asphalt surface.
6. A donation box shall not be placed in a required building setback, buffer yard, access easement, drainage easement, floodplain, utility easement or fire lane.
7. No donation box shall be located in or impede access to any required parking or driveways, pedestrian routes, emergency vehicle routes, building ingress or egress, required disabled access routes, required easements, trash enclosure areas or access to trash bins or trash enclosures, or any place that would impede the functioning of exhaust, ventilation or fire extinguishing systems.

8. A donation box shall not be placed within two hundred (200) feet of any residentially zoned property, said distance to be measured from lot line to lot line.
9. No donation box shall be located closer than two hundred (200) feet from any other box even if located on different tracts of land or lots.
10. At least one (1) parking space shall be required for use of persons accessing the donation box.
11. A donation box shall be enclosed by use of a receiving door and locked so that the contents of the donation box may not be accessed by anyone other than those responsible for the retrieval of the contents.
12. A donation box shall not cover a ground surface area of more than fifty square feet, nor be more than seven (7) feet in height.
13. Each donation box shall be screened from the nearest public street or right-of-way. If a donation box is located on a corner of a lot, then the box shall be screened on a minimum of two sides. Minimum screening shall consist of a seven (7) foot masonry wall. All screening shall be constructed to prevent the storage or placement of donations outside the donation box, with the screening wall itself being no more than two feet (2') from the screened donation box.
14. A donation box shall be constructed from metal material and be painted a solid color. No high-intensity or fluorescent colors shall be used for the box or associated signage.
15. Each donation box shall clearly indicate in writing on the side of each box that all donations must fit into and be placed within the box.

12D-10. Transfer of permit prohibited

No permit issued under the provisions of this Article shall be transferable and the authority a permit confers shall be conferred only on the permit holder named therein.

12D-11. Maintenance and upkeep

1. The operator and the property owner shall be held jointly and severally liable and responsible for compliance with this section, for the maintenance, upkeep and servicing of the donation box, and for clean-up and removal of any donations left on the property outside.
2. Each donation box shall be maintained in good working order and free from graffiti, damaged signs and notifications, peeling paint, rust, and broken parts or operating mechanisms.
3. The visual and structural integrity of the donation box must be maintained continuously.
4. Donation boxes shall be serviced not less than weekly between 7:00 a.m. and 6:00 p.m. on weekdays and 10:00 a.m. and 6:00 p.m. on weekends. This service

includes the maintenance of the donation box, the removal of collected material, and the abatement of any graffiti, litter, or nuisance condition in, on and around the donation box.

5. The operator and property owner of each donation box shall ensure that each box is emptied of its contents weekly, in accordance with the maintenance and collection schedule submitted with the permit application for the donation box and more frequently, if necessary, to prevent overflow of donated items into the area surrounding the donation box. In cases where items are found outside the donation box, whether on the ground around the donation box or on top of the donation box, the operator and property owner shall be found to be in violation of this article.
6. The operator and property owner shall maintain, or cause to be maintained, the area within twenty (20) feet of the donation box free from any junk, debris, overflow items, dumped materials, or other materials. The property owner and operator shall be responsible to the extent provided by law for the city's cost to abate any nuisance.
7. The visual and structural integrity of the donation box must be maintained continuously.
8. Each donation box shall at all times clearly and conspicuously display on the exterior of the donation box the name, address, and telephone number of the operator of the donation box and the permit number and its date of expiration as well as a statement that a copy of the permit application is on file with the city secretary.
9. The operator shall maintain on file with the city an active email address and a 24-hour telephone service with recording capability for the public to register complaints.
10. Any conditions that are in violation of this section must be remedied or abated within forty-eight (48) hours of being reported to the operator or property owner.
11. The Current permit decal for the specific box must be affixed and displayed at all times on the outside of the donation box.
12. The donation box shall only be used for the solicitation and collection of clothing and household materials. All donation materials must fit into and be placed inside the donation box. The collection of any materials outside the container is strictly prohibited.
13. The City shall have the authority to abate any property in violation of this article that is deemed a public nuisance under the procedures contained in the Code of Ordinances, Article VIII-A, Section 12-90 Regulation of Nuisances-Nonresidential (Ordinance No. 2013, 2-6-2007)

Sec. 12D-12. Fees

The nonrefundable annual permit fee shall be in an amount set by resolution of the City Council. The fee must be paid at the time of submission of the annual permit application. To the extent that any person may be exempt from paying this annual permit fee pursuant to any other law, that person must still annually apply for and secure a permit.

Sec. 12D-13. Revocation of Permit; removal of donation boxes and liability

1. The operator and property owner shall be given written notice of any conditions constituting a violation of this article. Any conditions that are in violation of this article and not remedied within forty-eight (48) hours of receipt of written notice thereof shall result in revocation of the permit for the donation box at issue.
2. The administrator shall have the right to revoke any permit issued hereunder if any of the grounds upon which the administrator may refuse to issue a permit is found by the administrator to exist. In addition, the failure of the operator or property owner to comply with the provisions of this article or other provisions of this code or other law shall also constitute grounds for revocation of the permit. The administrator shall provide written notice to the operator, and property owner stating the specific grounds for revocation. Upon revocation, the donation box shall be removed from the property within thirty (30) calendar days and if not removed within this time period, the city may remove and dispose of the donation box and the operator and property owner will be jointly and severally liable for payment to the city of the reasonable and necessary costs of such removal and disposal. Upon revocation, the affected operator and property owner shall be prohibited from applying for a permit for a period of two years.

Article IV
Enforcement and Penalties

Sec. 12D-14. Offense/Penalty

1. A person who violates any provision of this Chapter by performing an act prohibited or by failing to perform an act required is guilty of a misdemeanor punishable by a fine not to exceed Five Hundred Dollars and No Cents ($500.00). Each day the violation continues shall be a separate offense.

2. A culpable mental state is not required for the commission of an offense under this Chapter.
3. Nothing in this Chapter shall limit the remedies available to the City in seeking to enforce the provisions of this Chapter.
4. All other legal remedies are reserved by the City if necessary to enforce the provisions of this Chapter. This shall be in addition to, and not in lieu of, the criminal penalties provided for in this Chapter.

STAFF REPORT

MEETING: City Council - 15 Aug 2023

TITLE:
Receive the Fiscal Year 2022-2023 Third Quarter Investment Report as of June 30, 2023.

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:
Dennis Baldwin, Interim Financial Services Managing Director
Denise Hickman, Controller

BACKGROUND/HISTORY:
The investment balance on March 31, 2023, was $86,581,961, with an ending balance in June 30, 2023 of $80,992,632. The portfolio decreased by $5,589,329.

The LOGIC government investment pool's yield grew by 44 basis points (from 4.82% to 5.26%) during the period. As a reminder, 100 basis points equates to 1%. The interest rates are rising and creating opportunities to invest at higher rates. The LOGIC pool rates, as demonstrated on page 3 of the attached investment report, are higher than our earnings credit rate applied to the City's Wells Fargo account and the CD interest rates earned with a yield average of 4.86%.

The City's average rate of return increased to 4.88% during this period. All CDs and Money Market investments are fully secured at a minimum of 100% of principal by pledged collateral. Letters of Credit held by the Federal Home Loan Bank and FDIC insurance are currently at $250,000 per institution. Overall, Duncanville's investment interest earnings totaled $990,846 for the quarter ended June 30, 2023. Strategies to diversify and ladder the portfolio continue to be utilized as interest rates rise in the marketplace..

POLICY EXPLANATION:
PFIA (Public Funds Investment Act) recommends quarterly investment reports be provided to the governing body. This report will cover the Fiscal Year 2023's third-quarter investment activity and

interest earnings. The City of Duncanville Investment Report will cover beginning and ending investment balances and summarize investment activity from April 2023 through June 2023. All investments must comply with PFIA requirements and guidelines.

FUNDING SOURCE:

ORG and Object Number
n/a

Available Budget	**Purchase Amount**	**After Encumber**
n/a	n/a	n/a

ACTION ALTERNATIVES:
There is no City Council action required.

ATTACHMENTS:
FY2023 Q3 Investment Report

Duncanville
City of Champions

City of Duncanville, Texas

QUARTERLY INVESTMENT REPORT

For the Quarter Ended

June 30, 2023

Prepared by
Valley View Consulting, L.L.C.

The investment portfolio of the City of Duncanville is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.

Agustin (Gus) Garcia, Managing Director of Development Services

Denise Hickman, Controller

Disclaimer: These reports were compiled using information provided by the City of Duncanville. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields, and do not account for investment advisor fees.

Strategy Summary

Quarter End Results by Investment Category:

	March 31, 2023		June 30, 2023		
Asset Type	**Book Value**	**Market Value**	**Book Value**	**Market Value**	**Ave. Yield**
DDA	$ 21,048	$ 21,048	$ 48,304	$ 48,304	0.00%
MMA/MMF/LGIPs	67,772,367	67,772,367	62,097,804	62,097,804	4.89%
CDs	18,788,546	18,788,546	18,846,524	18,846,524	4.86%
Totals	**$ 86,581,961**	**$ 86,581,961**	**$ 80,992,632**	**$ 80,992,632**	4.88%

Current Quarter Weighted Average Yield (1)	
Total Portfolio	4.88%
Rolling Three Month Treasury	5.28%
Rolling Six Month Treasury	5.08%
TexPool	5.05%

Fiscal Year-to-Date Weighted Average Yield (2)	
Total Portfolio	4.35%
Rolling Three Month Treasury	4.75%
Rolling Six Month Treasury	4.57%
Average Monthly TexPool	4.30%

Interest Earnings (Approximate)	
Quarterly Interest Income	$ 990,846
Year-to-date Interest Income	$ 2,351,098

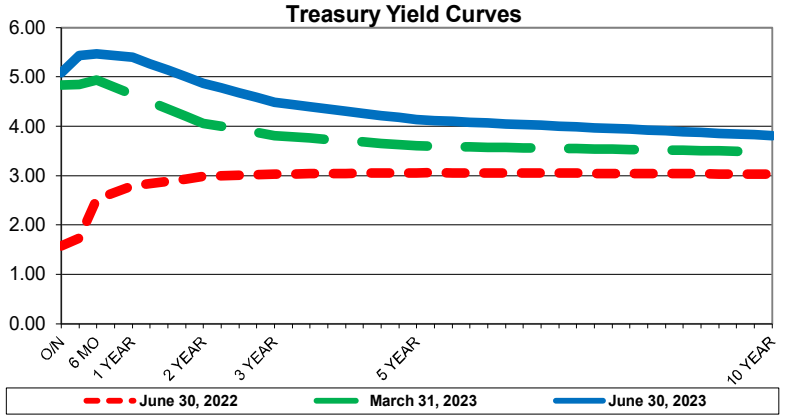
(1) **Current Quarter Weighted Average Yield** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees. The yield for the reporting month is used for bank and money market balances.

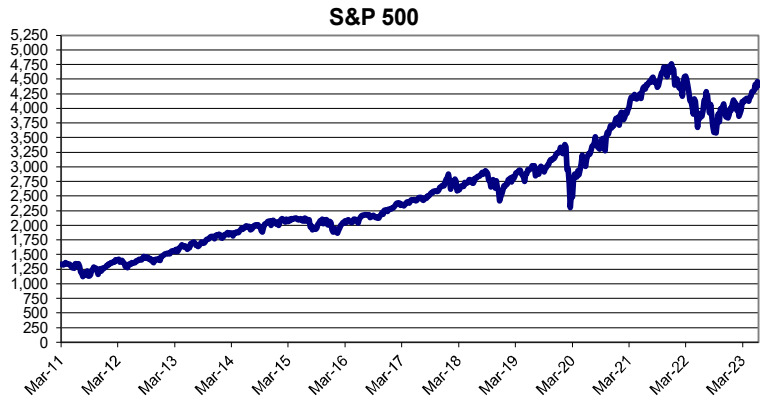
(2) **Fiscal Year-to-Date Weighted Average Yield -** calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

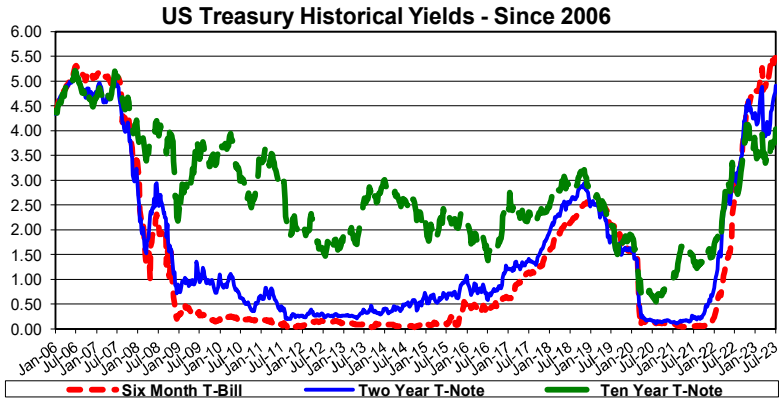
Economic Overview

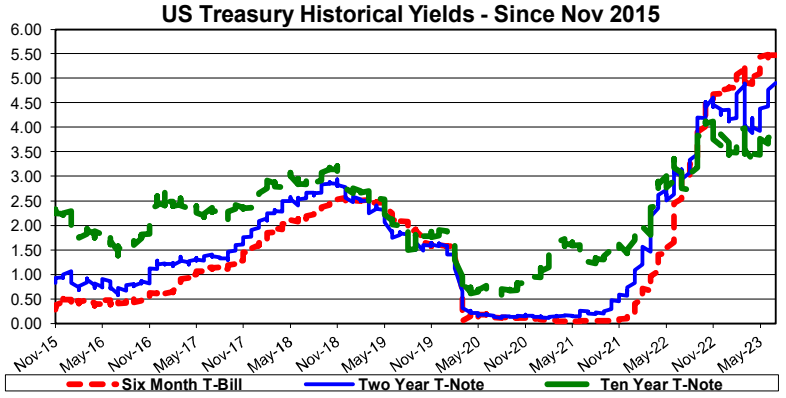
6/30/2023

The Federal Open Market Committee (FOMC) paused and kept the Fed Funds target range 5.00% - 5.25% June 14th (Effective Fed Funds are trading +/-5.08%). Another increase is projected after the July 25-26 meeting. First quarter 2023 GDP (Final) recorded 2.0%. June Non-Farm Payroll added 209k new jobs, below the 230k projection. The three month average declined to 244k. The S&P Stock Index continues moderate increases, trading +/-4,400. The yield curve rose from last month but remains steeply inverted with the expectation of future FOMC rate decreases. Crude Oil trades over +/-$70 per barrel. Inflation declined slightly but is still over the FOMC 2% target (Core PCE +/-4.6% and CPI +/-5.3%). The Ukrainian/Russian war and Middle East conflicts increase market anxiety.









Investment Holdings
June 30, 2023

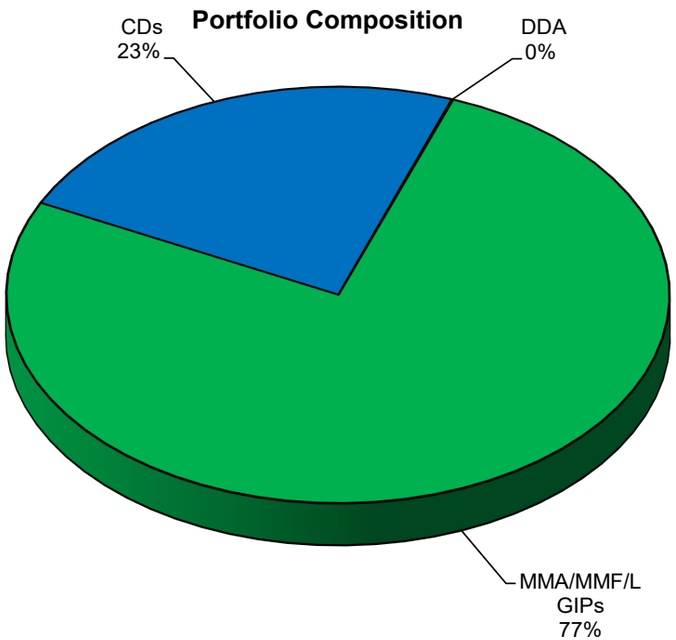
Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
Wells Fargo Bank DDA (3)		0.00%	07/01/23	06/30/23	$ 48,304	$ 48,304	1.00	$ 48,304	1	0.00%
Allspring Gov't MMF-WF Sweep Acc't (4)	AAA/Aaa	4.96%	07/01/23	06/30/23	28,181,503	28,181,503	1.00	28,181,503	1	4.96%
Origin Bank MMA		4.70%	07/01/23	06/30/23	1,021,488	1,021,488	1.00	1,021,488	1	4.70%
NexBank IntraFi MMA		5.30%	07/01/23	06/30/23	24,462,941	24,462,941	1.00	24,462,941	1	5.30%
Prosperity Bank MMA		3.04%	07/01/23	06/30/23	6,636,180	6,636,180	1.00	6,636,180	1	3.04%
TexPool	AAAm	5.05%	07/01/23	06/30/23	5,237	5,237	1.00	5,237	1	5.05%
LOGIC LGIP	AAAm	5.26%	07/01/23	06/30/23	1,790,457	1,790,457	1.00	1,790,457	1	5.26%
East West Bank CD		4.83%	07/13/23	01/13/23	1,022,614	1,022,614	100.00	1,022,614	13	4.95%
East West Bank CD		3.98%	09/28/23	09/28/22	5,152,755	5,152,755	100.00	5,152,755	90	3.98%
East West Bank CD		5.69%	10/02/23	06/30/23	5,000,000	5,000,000	100.00	5,000,000	94	5.85%
Texas Brand Bank CD		4.83%	10/17/23	01/13/23	1,020,181	1,020,181	100.00	1,020,181	109	4.83%
East West Bank CD		4.78%	11/06/23	11/04/22	2,067,085	2,067,085	100.00	2,067,085	129	4.78%
Texas Capital Bank CD		4.85%	01/17/24	01/13/23	1,530,399	1,530,399	100.00	1,530,399	201	4.85%
Texas Brand Bank CD		3.94%	04/07/24	04/07/23	501,502	501,502	100.00	501,502	282	3.94%
East West Bank CD		4.96%	04/15/24	04/13/23	511,287	511,287	100.00	511,287	290	5.08%
Texas Capital Bank CD		4.87%	04/17/24	01/13/23	2,040,700	2,040,700	100.00	2,040,700	292	4.87%
					$ 80,992,632	**$ 80,992,632**		**$ 80,992,632**	**32**	**4.88%**
									(1)	**(2)**

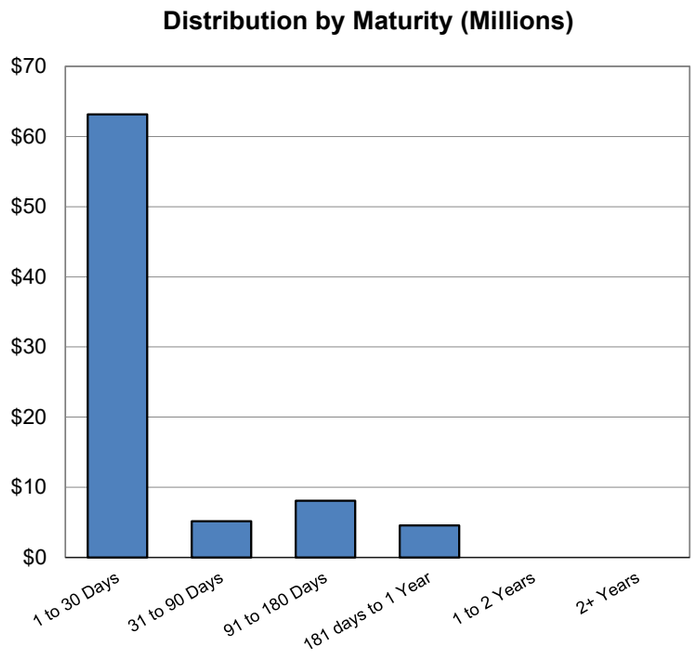
(1) Weighted average life - For purposes of calculating weighted average life, bank accounts and money market funds are assumed to have an one day maturity.

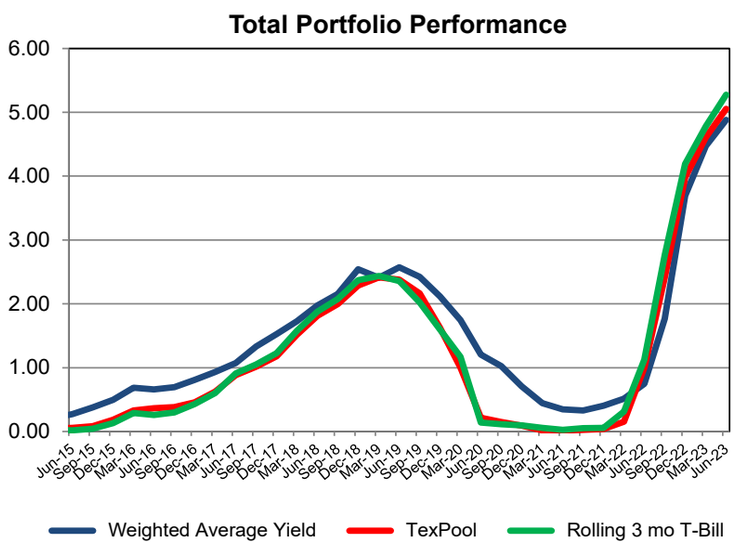
(2) Weighted average yield to maturity - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank accounts and money market funds.

(3) Earnings Credit Rate - Wells Fargo balances are used to to offset bank fees generating an estimated Earnings Credit Rate.

(4) Sweep MMF - Utilizes a SEC registered Allspring Global Money Market Mutual Fund focused on preserving capital and maintaining a high level of liquidity by actively managing a diversified portfolio of short-term U.S. government debt and repurchase agreements and seeks to maintain a stable net share value of $1.000.


Portfolio Composition
CDs
23%
DDA
0%
MMA/MMF/L
GIPs
77%


Distribution by Maturity (Millions)
$70
$60
$50
$40
$30
$20
$10
$0
1 to 30 Days
31 to 90 Days
91 to 180 Days
181 days to 1 Year
1 to 2 Years
2+ Years


Total Portfolio Performance
6.00
5.00
4.00
3.00
2.00
1.00
0.00
Jun-15
Sep-15
Dec-15
Mar-16
Jun-16
Sep-16
Dec-16
Mar-17
Jun-17
Sep-17
Dec-17
Mar-18
Jun-18
Sep-18
Dec-18
Mar-19
Jun-19
Sep-19
Dec-19
Mar-20
Jun-20
Sep-20
Dec-20
Mar-21
Jun-21
Sep-21
Dec-21
Mar-22
Jun-22
Sep-22
Dec-22
Mar-23
Jun-23
Weighted Average Yield
TexPool
Rolling 3 mo T-Bill

Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 03/31/23	Increases	Decreases	Book Value 06/30/23	Market Value 03/31/23	Change in Market Value	Market Value 06/30/23
Wells Fargo Bank DDA	0.00%	07/01/23	$ 21,048	$ 27,256	$ –	$ 48,304	$ 21,048	$ 27,256	$ 48,304
Allspring Gov't MMF-WF Sweep Acc't	4.96%	07/01/23	34,252,086	–	(6,070,584)	28,181,503	34,252,086	(6,070,584)	28,181,503
Origin Bank MMA	4.70%	07/01/23	1,009,862	11,626	–	1,021,488	1,009,862	11,626	1,021,488
NexBank IntraFi MMA	5.30%	07/01/23	24,150,776	312,165	–	24,462,941	24,150,776	312,165	24,462,941
Prosperity Bank MMA	3.04%	07/01/23	6,586,791	49,389	–	6,636,180	6,586,791	49,389	6,636,180
TexPool	5.05%	07/01/23	5,173	64	–	5,237	5,173	64	5,237
LOGIC LGIP	5.26%	07/01/23	1,767,679	22,777	–	1,790,457	1,767,679	22,777	1,790,457
Texas Brand Bank CD	0.30%	04/07/23	501,131	–	(501,131)	–	501,131	(501,131)	–
East West Bank CD	4.81%	04/13/23	505,047	–	(505,047)	–	505,047	(505,047)	–
Texas Capital Bank CD	3.70%	06/28/23	5,092,066	–	(5,092,066)	–	5,092,066	(5,092,066)	–
East West Bank CD	4.95%	07/13/23	1,010,374	12,240	–	1,022,614	1,010,374	12,240	1,022,614
East West Bank CD	3.98%	09/28/23	5,101,882	50,874	–	5,152,755	5,101,882	50,874	5,152,755
East West Bank CD	5.85%	10/02/23	–	5,000,000	–	5,000,000	–	5,000,000	5,000,000
Texas Brand Bank CD	4.83%	10/17/23	1,007,837	12,344	–	1,020,181	1,007,837	12,344	1,020,181
East West Bank CD	4.78%	11/06/23	2,042,599	24,486	–	2,067,085	2,042,599	24,486	2,067,085
Texas Capital Bank CD	4.85%	01/17/24	1,511,805	18,594	–	1,530,399	1,511,805	18,594	1,530,399
Texas Brand Bank CD	3.94%	04/07/24	–	501,502	–	501,502	–	501,502	501,502
East West Bank CD	5.08%	04/15/24	–	511,287	–	511,287	–	511,287	511,287
Texas Capital Bank CD	4.87%	04/17/24	2,015,805	24,895	–	2,040,700	2,015,805	24,895	2,040,700
TOTAL/AVERAGE	**4.88%**		**$ 86,581,961**	**$ 6,579,498**	**$ (12,168,827)**	**$ 80,992,632**	**$ 86,581,961**	**$ (5,589,329)**	**$ 80,992,632**

Allocation
June 30, 2023

Book & Market Value

	Total	General	ARPA	Utility	Debt Service	Pooled Cash Investments	Economic Development	Capital Projects Construction
Wells Fargo Bank DDA	$ 48,304	$ 48,304	$ –	$ –	$ –	$ –	$ –	$ –
Allspring Gov't MMF-WF Sweep Acc't	28,181,503	28,181,503	–	–	–	–	–	–
Origin Bank MMA	1,021,488	1,021,488	–	–	–	–	–	–
NexBank IntraFi MMA	24,462,941	16,301,075	–	–	–	–	–	8,161,865
Prosperity Bank MMA	6,636,180	1,533,303	4,591,778	511,099	–	–	–	–
TexPool LGIP	5,237	–	–	–	–	5,237	–	–
LOGIC LGIP	1,790,457	1,790,457	–	–	–	–	–	–
07/13/23–East West Bank CD	1,022,614	–	1,022,614	–	–	–	–	–
09/28/23–East West Bank CD	5,152,755	–	–	–	–	–	–	5,152,755
10/02/23–East West Bank CD	5,000,000	–	–	5,000,000	–	–	–	–
10/17/23–Texas Brand Bank CD	1,020,181	–	–	–	–	1,020,181	–	–
11/06/23–East West Bank CD	2,067,085	2,067,085	–	–	–	–	–	–
01/17/24–Texas Capital Bank CD	1,530,399	–	–	–	–	–	1,530,399	–
04/07/24–Texas Brand Bank CD	501,502	–	–	–	–	–	501,502	–
04/15/24–East West Bank CD	511,287	–	–	–	511,287	–	–	–
04/17/24–Texas Capital Bank CD	2,040,700	–	–	2,040,700	–	–	–	–
Total	**$ 80,992,632**	**$50,943,215**	**$ 5,614,392**	**$ 7,551,799**	**$ 511,287**	**$ 1,025,418**	**$ 2,031,900**	**$ 13,314,621**

Allocation
March 31, 2023

Book & Market Value

	Total	General	ARPA	Utility	Debt Service	Pooled Cash Investments	Economic Development	Capital Projects Construction
Wells Fargo Bank DDA	$ 21,048	$ 21,048	$ –	$ –	$ –	$ –	$ –	$ –
Allspring Gov't MMF-WF Sweep Acc't	34,252,086	34,252,086	–	–	–	–	–	–
Origin Bank MMA	1,009,862	1,009,862	–	–	–	–	–	–
NexBank IntraFi MMA	24,150,776	16,093,062	–	–	–	–	–	8,057,714
Prosperity Bank MMA	6,586,791	1,521,891	4,557,605	507,295	–	–	–	–
TexPool LGIP	5,173	–	–	–	–	5,173	–	–
LOGIC LGIP	1,767,679	1,767,679	–	–	–	–	–	–
04/07/23–Texas Brand Bank CD	501,131	–	–	–	–	–	501,131	–
04/13/23–East West Bank CD	505,047	–	–	–	505,047	–	–	–
06/28/23–Texas Capital Bank CD	5,092,066	–	–	5,092,066	–	–	–	–
07/13/23–East West Bank CD	1,010,374	–	1,010,374	–	–	–	–	–
09/28/23–East West Bank CD	5,101,882	–	–	–	–	–	–	5,101,882
10/17/23–Texas Brand Bank CD	1,007,837	–	–	–	–	1,007,837	–	–
11/06/23–East West Bank CD	2,042,599	2,042,599	–	–	–	–	–	–
01/17/24–Texas Capital Bank CD	1,511,805	–	–	–	–	–	1,511,805	–
04/17/24–Texas Capital Bank CD	2,015,805	–	–	2,015,805	–	–	–	–
Total	**$ 86,581,961**	**$56,708,228**	**$ 5,567,979**	**$ 7,615,166**	**$ 505,047**	**$ 1,013,010**	**$ 2,012,936**	**$ 13,159,596**