



Amended Duncanville City Council Meeting Agenda

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

Tuesday, December 6, 2022

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.

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 and by video conference at 6:00 pm on Tuesday, December 6, 2022 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 by in person and video conference.

Due to limited seating in council chambers, persons or participants may attend by video conference 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, December 6, 2022.
- Email citysecretary@duncanville.com
- Email title: Public Comment – Tuesday, December 6, 2022
- First and Last Name; and address

Citizen comments will not be heard during the Work Session/Briefing but will be heard during the Regular Session.

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WORK SESSION / BRIEFING

Citizen comments will not be heard during the Work Session/Briefing but will be heard during the Regular Session.

1. DISCUSS AGENDA ITEMS

2. BRIEFINGS / PRESENTATIONS

- A. Discuss streetlight policy best practices. 6
[Streetlight Policy Best Practices](#)
- B. Discussion of Ordinances that pertain to trailer parking. 7
[Trailer Ordinances](#)
- C. To allow the City Council to consider upcoming dates for calling a special meeting to interview prospective applicants to serve on the City's Boards, Committees, and Commissions. 8 - 9
[Briefing - City Council Scheduling for Boards and Commissions Applicant Interviews](#)

EXECUTIVE SESSION

- 1. City Council shall convene into closed executive session to seek legal counsel from City Attorney pursuant to Section 551.071 of the Texas Government Code, to address the legal requirements of designation of land for parks purposes and the appropriate motion required for such designation and legal consequences. 10
[Executive Session](#)
- 2. City Council shall convene into closed executive session pursuant to Section 551.074 Personnel Matters of the Texas Government Code, to discuss and deliberate the duties of the City Manager; and, to deliberate the duties, responsibilities, and complaints, if any, of City Councilmember Place **3**. 11
[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 - Church - Pastor Bill Englehart, Faith Baptist Church

PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

- A. Mayor's Report.
- B. Councilmembers' Reports
- C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

None

3. CITIZENS' INPUT

"Pursuant to Section 551.007 of the Texas Gov't Code, any member of the public has the opportunity to address the City Council concerning any matter of public business or any posted agenda item; however, the Act prohibits the City Council from deliberating any issues not on the public agenda and such non-agenda

issues may be referred to City staff for research and any future action; all persons addressing are subject to council adopted rules and limitations permitted by law”

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

To view the live meeting or previous meetings click on the link below.

<https://duncanvilletx.new.swagit.com/views/454/>

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

- Submit a comment by 4:00 p.m. on Tuesday, December 6, 2022.
- Email citysecretary@duncanville.com
- Email title: Public Comment – December 6.
- First and Last Name; and address

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. Comments will be added to the public record.

4. CONSENT AGENDA

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

- | | | |
|----|--|---------|
| A. | Consider approval of draft City Council Meeting Minutes for the following City Council Meetings: <ul style="list-style-type: none">• Regular City Council Meeting of September 20,• Special Called City Council Meeting of September 26,• Regular City Council Meeting of October 18, and• Retreat Meeting of October 26-28. <p>2022-09-26 Duncanville City Council Meeting Minutes
2022-10-18 Duncanville City Council Meeting Minutes
2022-10-26 to 2022-10-28 Duncanville City Council Meeting Minutes - Retreat
2022-09-20 Duncanville City Council Meeting Minutes</p> | 12 - 28 |
| B. | Consider a Resolution approving a cooperative purchasing agreement with Vortex Companies Vortex Infrastructure Holdings, LLC, using The Interlocal Purchasing System (TIPS) Contract 20110401, for pipe bursting wastewater improvements, with a contract amount of \$448,264.50 and an additional appropriation of \$44,826.45, a contingency equaling ten (10) percent of the original contract price, for a total amount not to exceed \$493,090.95.

FY23 Pipe Bursting | 29 - 78 |

- | | | |
|----|--|-----------|
| C. | Consider a Resolution approving the terms and conditions of a Master Interlocal Agreement between Dallas County and the City of Duncanville pertaining to road and bridge transportation-related improvements and/or maintenance on or about certain designated roadways situated within the territorial limits of the City of Duncanville.
Road and Bridge Transportation-Related Improvements/Maintenance ILA | 79 - 94 |
| D. | Consider a Resolution authorizing the purchase of Library Materials (Books) as needed from Brodart Company through the Texas Multiple Award Schedule (TXMAS) contract #715-M2, with an estimated expenditure of \$65,800.00.
Library Brodart Contract | 95 - 101 |
| E. | Consider a Resolution authorizing the purchase of Uniforms and Uniform Accessories from Impact Promotional Services, LLC, dba Got You Covered Work Wear & Uniforms Inc., through Buy Board Contract 670-22 for a discounted unit price bid with an estimated expenditure amount of \$81,800.00.
Police and Fire Departments Uniform and Uniform Accessories Purchases | 102 - 192 |
| F. | Consider a Resolution authorizing the procurement of wireless and data services from Cellco Partnership d/b/a Verizon Wireless through the Texas Department of Information Resources (DIR) contract #DIR-TELE-CTSA-003 in the estimated amount of \$375,000 over the next five years.
Verizon Wireless - Data and Wireless services | 193 - 198 |

5. ITEMS FOR INDIVIDUAL CONSIDERATION

- | | | |
|----|--|-----------|
| A. | Council to consider a Resolution approving a Hotel Occupancy Tax Grant for the FY 22-23 budget in the amount not to exceed \$15,215.68 to the Duncanville Chamber of Commerce for maintenance repairs, landscaping upgrades, computer upgrades, and signage while serving as the Duncanville Official Visitors Center.
Duncanville Official Visitors Center | 199 - 203 |
| B. | Conduct a public hearing and consider adopting an ordinance approving the request of Monte Anderson, applicant and owner, to include a Planned Development/Local Office Retail district on Wheatland Plaza Shopping Center, Block 1, Lot A & ABND Alley, more commonly known as 402 East Wheatland Road, City of Duncanville, Dallas County, Texas.
Planned Development - Wheatland Plaza | 204 - 263 |
| C. | Take any necessary action as a result of the Executive Session. | |

6. STAFF AND BOARD REPORTS

ADJOURNMENT

I, the undersigned authority, do hereby certify that this **Amended** Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Duncanville City Hall, a place

convenient and readily accessible to the general public, as well as to the City's website www.duncanville.com and said Notice was posted on the following date and time: **Saturday, December 3, 2022, by 2:30 P.M.** and remained posted for at least two hours after said meeting was convened.

Janie Willman, 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 - 06 Dec 2022

TITLE:

Discuss streetlight policy best practices.

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, PE, MBA, Director of Public Works (Interim)

BACKGROUND/HISTORY:

Councilmember Koontz requested a briefing session item for the October 18th Council Meeting to discuss the City of Duncanville's Streetlight Policy.

Last revised in 2008, the current streetlight policy outlines the City's responsibilities for installing streetlights. The Mayor and City Manager requested a briefing on streetlight best practices.

POLICY EXPLANATION:

The City Manager or any City Councilmember may request to put an item on the City Council Meeting Agenda. The Mayor and City Manager asked that Council be briefed on this item.

FUNDING SOURCE:

ORG and Object Number

NA

Available Budget

NA

Purchase Amount

NA

After Encumber

NA

ACTION ALTERNATIVES:

1. Provide comments on streetlight best practices.
2. Request changes to the streetlight policy for staff to bring back at a later meeting.
3. Recommend no changes to the streetlight policy.



STAFF REPORT

MEETING: City Council - 06 Dec 2022

TITLE:

Discussion of Ordinances that pertain to trailer parking.

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

BACKGROUND/HISTORY:

On October 18, 2022, an Ordinance on Residential Street Trailer Parking was presented to City Council. At the meeting, Council requested staff present more information for discussion.

POLICY EXPLANATION:

N/A

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Council provides comments on the current ordinance.
2. Council recommends changes for staff to make to the ordinance and bring back at a future meeting.
3. Council does not recommend changes to the ordinance.



STAFF REPORT

MEETING: City Council - 06 Dec 2022

TITLE:

To allow the City Council to consider upcoming dates for calling a special meeting to interview prospective applicants to serve on the City's Boards, Committees, and Commissions.

Vision Statement:

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

Pillar:

- **Re-Imagine: High Quality of Life**
 - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:

Janie Willman, City Secretary

BACKGROUND/HISTORY:

The City Council schedules interviews one time per year to interview its boards and commissions applicants. Periodically, vacancies on the City's boards may occur that the Council desires to fill promptly, necessitating a special meeting to interview applicants for the vacant positions.

POLICY EXPLANATION:

This briefing is for the City Council to consider whether to call a Special City Council Meeting to interview prospective board, committee, and commission appointees. Current Boards and Commissions vacancies include the Planning and Zoning Commission, Duncanville Community and Economic Development Corporation, and the Arts Commission. Councilmember McBurnett requested that this item be considered in a briefing session since multiple boards and commissions have openings.

FUNDING SOURCE:

ORG and Object Number

N A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Council to consider dates for scheduling a Special City Council Meeting for interviewing prospective Boards and Commissions members.
2. Council to consider not scheduling a special meeting.
3. Other actions as directed by Council.



STAFF REPORT

MEETING: City Council - 06 Dec 2022

TITLE:

City Council shall convene into closed executive session to seek legal counsel from City Attorney pursuant to Section 551.071 of the Texas Government Code, to address the legal requirements of designation of land for parks purposes and the appropriate motion required for such designation and legal consequences.

Vision Statement:

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

STAFF RESPONSIBLE:

Robert Hager, City Attorney

FUNDING SOURCE:

N/A

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Take any necessary action as a result of Executive Session.



STAFF REPORT

MEETING: City Council - 06 Dec 2022

TITLE:

City Council shall convene into closed executive session pursuant to Section 551.074 Personnel Matters of the Texas Government Code, to discuss and deliberate the duties of the City Manager; and, to deliberate the duties, responsibilities, and complaints, if any, of City Councilmember Place 3.

Vision Statement:

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

STAFF RESPONSIBLE:

Robert Hager, City Attorney

BACKGROUND/HISTORY:

City Council shall convene into closed executive session pursuant to Section 551.074 Personnel Matters of the Texas Government Code, to discuss and deliberate the duties of the City Manager; and, to deliberate the duties, responsibilities, and complaints, if any, of City Councilmember Place 3.

POLICY EXPLANATION:

City Council shall convene into closed executive session pursuant to Section 551.074 Personnel Matters of the Texas Government Code, to discuss and deliberate the duties of the City Manager; and, to deliberate the duties, responsibilities, and complaints, if any, of City Councilmember Place 3.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Take any necessary action as a result of executive session.

**Duncanville City Council Meeting Minutes
Special Called Meeting
Monday, September 26, 2022**

I. CALL TO ORDER

A special meeting of the Duncanville City Council was called to order on Monday, September 26, 2022, at 6:00 p.m. in the City Council Chambers at City Hall with a quorum to wit:

COUNCIL PRESENT: Mayor Barry L. Gordon
Mayor Pro Tem Joe Veracruz
Councilmember Don McBurnett
Councilmember Greg Contreras
Councilmember Karen Cherry

COUNCIL ABSENT: Councilmember Patrick Harvey

COUNCIL ARRIVAL: Councilmember Jeremy Koontz arrived at 6:03 p.m.

CITIZENS' INPUT

1. Mayor Gordon read comments received by electronic mail from the following individual.

Nancy Gutierrez, 730 Middale Road, Duncanville, regarding putting the Ladd Ordinance on an agenda for a vote

Citizens Public Comment Period.

Jim Jones, 1627 Knob Hill Circle, Duncanville, regarding the Ladd Property.

Annemarie Bistrow, 802 Haines, Duncanville, regarding the Ladd Property.

Denise Brown, 1439 Birdwood Circle, Duncanville, regarding the Ladd Property.

Don Pearson, 1439 Birdwood Circle, Duncanville, regarding the Ladd Property.

2. ITEMS FOR INDIVIDUAL CONSIDERATION.

2A. Consider a Resolution approving the terms and conditions of a Solid Waste Disposal Agreement for landfill disposal of solid waste with Waste Management of Texas, Inc.

Interim Public Works Director Culton presented the item.

Mayor Gordon asked about the change in the CPI on Solid Waste 19.14 to 22.50 which represented an increase of 17.55 percent.

Ryan Frazer, Waste Management, noted a change in measurement as being that all solid waste will be weighed at the landfill and billed on a per ton basis which will yield a more accurate measurement of disposal quantities and accurate billing.

Councilmember McBurnett asked if there are additional regulations adding to the cost.

The response received was that labor and costs of capital are measured over a 25 year period.

Councilmember McBurnett made a motion to approve the item as stated, Councilmember Koontz seconded the motion. The vote was cast, 6 for, 0 against. Councilmember At Large Harvey was absent the meeting. The motion carried.

3. ADJOURNMENT

Mayor Gordon adjourned the meeting at 6:20 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

Add Signature Lines for City Secretary Signature and Mayor Gordon's Signature

**Duncanville City Council Meeting Minutes
Regular City Council Meeting
Tuesday, October 18, 2022**

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, October 18, 2022, at 6:00 p.m. in the City Council Briefing Room and City Council Chambers at City Hall with a quorum to wit:

COUNCIL PRESENT:

Mayor Barry L. Gordon
Mayor Pro Tem Joe Veracruz
Councilmember Don McBurnett
Councilmember Greg Contreras
Councilmember Karen Cherry

COUNCIL ARRIVAL AT:

Councilmember Jeremy Koontz arrived at 6:01 p.m.
Councilmember Patrick Harvey arrived at 7:28 p.m.

1. WORK SESSION / BRIEFING

Mayor Gordon announced that normally the City Manager introduces Consent Agenda Items. He noted that this evening, Oncor Representative Kenneth Govan is present to answer questions related to Oncor's role in Street Light Installation. He noted that other commitments prohibit his remaining past 6:20 p.m. He asked he consensus of the Council to rearrange the order of the Agenda Items. There was no objection from the City Council.

2. BRIEFINGS / PRESENTATIONS

- 2A. Councilmember Koontz requested an item: Discussion of the City of Duncanville Street Light Policy

Public Works Executive Assistant Breanna Davis made a presentation.

Councilmember Koontz asked if the Street Light Policy is codified. City Attorney Robert Hager provided input related to the City's Policies. Kenneth Govan indicated that the current agreement provides for bulbs being changed out to using LED lights noting the LED lights are brighter and cleaner. Councilmember Koontz stated the City's policy is barebones and that he would like to see the City come back with best practices noting that different parts of the City are handled differently. City Manager Ferrell-Benavides noted she get with Parks and Recreation and Neighborhood Vitality to develop best practice policies. Councilmember McBurnett asked about possible costs. Mr. Govan stated the cost could vary from \$1,000 to \$5,000 depending on what is already installed at the site where a new light is requested. City Manager Ferrell-Benavides indicated staff would bring back policies to the first meeting in December.

1. DISCUSS AGENDA ITEMS

Mayor Gordon read each item into the record. City Manager Ferrell-Benavides reviewed each Consent Agenda item.

The Briefing Session adjourned at 6:35 p.m.

EXECUTIVE SESSION

None.

REGULAR SESSION – CONVENE INTO THE COUNCIL CHAMBERS AT 7:00 P.M. OR IMMEDIATELY FOLLOWING THE 6:00 P.M. WORK SESSION / BRIEFING

CALL TO ORDER

The Mayor announced the meeting was called to order with the entire City Council except Councilmember Harvey who is on his way to the meeting.

INVOCATION. The invocation was delivered by Councilmember Veracruz.

PLEDGES. The assembly recited the Pledge of Allegiance and the Texas Pledge of Allegiance.

1. REPORTS

- A. Mayor's Report. The Mayor indicated his report would exceed the three-minute time limit. In keeping with the Council's Rules of Procedure, he asked for Councilmembers for their consideration to allowing him to exceed the three-minute rule. Motion by Councilmember Contreras and second by Councilmember McBurnett to allow the Mayor to exceed the three-minute rule. The motion was approved by a vote of 6 to 0. Councilmember Harvey was absent the meeting at this time. Mayor Gordon related to the death of Michael Curry, a homeless individual. Mr. Louis Raney of The Pelican House¹ wants to do a food drive in Mr. Curry's memory. The food will be distributed through a local church. Tiffany Jackson died recently. Ms. Jackson became a star in the Women's National Basketball Association. Mayor Gordon read a memorial statement into the record. Mayor Gordon reported on the PIP Program. In recognition of the PIP to recognize Betty Dunn, her volunteers, and the United Methodist Church of Duncanville, Councilmember McBurnett, Councilmember Contreras, and City staff who worked on the PIP Program to come to be recognized by the City Council. Coffee with the Mayor is at the Senior Center at Noon on Thursday.
- B. Councilmembers' Reports
 Councilmember McBurnett, Police Open House event and acknowledged Operation Clean Duncanville Event, Winter averaging is coming up soon.
 Councilmember Koontz is still accepting applications for the City's Boards and Commissions. The City is accepting applications for the Community Engagement Board, the Arts Commission, the Multicultural Commission, and the Planning & Zoning Commission. The information and application is on the City's website. The Duncanville Library has a book club for young children, kids aged 6 to 12. We went to TML and it is an educational experience.
 Councilmember Contreras thanked the Mayor for preparing a proclamation for Ron White who passed away recently.
- C. City Manager's Report. The Council approved a senior citizen's discount. We are going to do more advertising to get the information to our senior citizens of the discount available. Thanked Jeremy Tennant to get the staff team assembled for the PIP Program. The Senior Center hosts ongoing events. She noted that as of October 1st, the Library will no longer be charging late fee fines. She congratulated Assistant Police Chief Freis.

2. PROCLAMATIONS AND PRESENTATIONS

None.

3. CITIZENS' INPUT

Mayor Gordon read comments received by electronic mail from the following individuals.

Gilbert Cavello, 703 San Juan Drive, Duncanville, street lamp policy and need for more street lamps.

Thomas "Toby" Lackey, 1818 Seabrook Drive, Duncanville, Ladd Property ordinance.

Betty Taylor, 422 Oleander Street, Duncanville, Candlelight area conditions and Ladd Property.

David DeRocha, 418 Oleander Street, Duncanville, Ladd Property.

David and Heather Ripley, 202 Willow Wood Place, Duncanville, Ladd Property Nature Preserve.

Citizens Public Comment Period.

Mari Vega, 604 Oriole Blvd, #1004, Duncanville, Ladd Land Ordinance.

Erika Browning, 442 E. Cherry Street, Duncanville, Nature Preserve Ordinance.

Nancy Gutierrez, 730 Middale Road, Duncanville, Ladd Property.

Emily Bridges, 418 Oleander Street, Duncanville, Ladd Property and kudos to staff.

Mark Graham, 410 Santa Fe, Duncanville, Ladd Natural Area.

Councilmember At Large Harvey arrived at 7:28 p.m.

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.

Mayor Gordon asked for Consent Agenda Item 4C to moved to Items for Individual Consideration.

- 4A. Consider a Resolution finding that Oncor Electric Delivery Company LLC's application for approval to amend its Distribution Cost Recovery Factor to increase distribution rates within the City should be denied, authorizing participation with Oncor Cities Steering Committee; authorizing the hiring of legal counsel and consulting services; 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.
- 4B. Consider a Resolution authorizing the terms and conditions of Professional Services Agreement 23-0004 with Dunaway Associates for the design of Softwood Drive Sanitary Sewer Aerial Crossing Repair in the amount of \$84,800.
- 4D. Consider a Resolution approving the Interlocal Agreement between the City of Duncanville and Dallas County to provide Highway Accident Investigation Services.
- 4E. Consider adopting the City Council Rules and Procedures.

Motion by Councilmember Koontz to adopt the Consent Agenda with the removal of Item 4C, and second by Councilmember McBurnett. The vote was cast, 7 for, 0 against. The motion carried.

5. **ITEMS FOR INDIVIDUAL CONSIDERATION.**

- 5A. Conduct a Public Hearing for consideration and action regarding the request of Ted Straub, applicant, representing Philip S. Nickel, Jr., owner, to include a Planned Development/Neighborhood Office Retail District on Irwin Keasler Dev. Red Bird 4, Block 15A, Lot 1, Less Row & PT of ABND Tower Crest Dr., ACS 0.886CALC, more commonly known as 700 West Camp Wisdom Road, Duncanville, Dallas County, Texas.

City Planner Nathan Warren presented this agenda item.

Request:

A zoning change to allow development of a drive-thru coffee shop.

Future Land Use Map Designation

Retail/Commercial

Current Zoning District

Neighborhood Office Retail (NOR) District

Proposed Zoning District

Planned Development (PD) District

Modifications to base NOR zoning regulations:

Allowance of a Drive-Thru

Exclusion of Building Articulation Design Standard

Relief from Buffer Depth Screening Requirement

25 ft. Setbacks

13 Mailings Sent Out

At the time of the Meeting Agenda Publication, one (1) response had been received in favor of this request.

The Public Hearing was opened at 7:43 p.m.

There were no persons to speak in favor of the item.

Mari Vega, 611 Oriole Blvd. #1004, Duncanville spoke in opposition.

Motion to close the Public Hearing at 7:45 p.m.

Motion by Councilmember Koontz to close the Public Hearing at 7:45 p.m. and second by Councilmember McBurnett. The motion carried by a vote of 7 to 0.

The Public Hearing was closed at 7:45 p.m.

Councilmember Contreras recommended that the City Manager review to ensure there is no obstruction to visibility within the radius required, continuous monitoring, and make adjustments as needed with right turns only.

Wyatt Pop with Olson, 4700 Tennyson Parkway, Plano, addressed the City Council to answer questions related to the alignment.

Motion by Councilmember McBurnett and second by Councilmember Koontz to consider the request with the City Manager reviewing to ensure there is no obstruction to visibility within the radius required, continuous monitoring, make adjustments as needed with right turns only. The motion carried by a vote of 6 to 1. Councilmember Koontz voted in opposition.

Councilmember At Large Harvey left the City Council Chambers at 8:08 p.m. and returned immediately.

- 5B. Conduct a Public Hearing for consideration and action regarding the request of Tiesha Lewis, Applicant and Owner, to include a Specific Use Permit "SUP" for Short-Time Rental on Huntington Park 1st, Block A, Lot 1, more commonly known as 919 Green Hills Road, Duncanville, Dallas County, Texas.

City Planner Nathan Warren presented this agenda item.

Variance Request:

To allow a short-term rental at the petitioned address.

Future Land Use Map Designation

Low Density Residential

Zoning District

SF-13 Single-Family Residential District

Code Section & Requirements

Section 3.04(B)(8) – Short-Term Rental Standards

Code Section & Requirements – Comprehensive Zoning Ordinance

Defined as a residential unit offered for rental to guests for residential purposes for a period of one (1) to thirty (30) nights. Examples include, but are not limited to, Airbnb, HomeAway, and other brokers. Such rentals may include a shared room, a single room, or the entire dwelling unit between a homeowner and tenant.

Section 3.04(B)(8) – Short-Term Rental Standards

Short-Term Rental permit must be obtained, and proof of ownership must be provided

Short-Term Rentals:

Must obtain a SUP in all residential and office/retail districts

Not permitted in commercial and industrial districts

Allowed by right in downtown districts

16 Mailings Sent Out

0 Replied in Favor

4 of 16 Mailings Replied in Not In Favor

20 Total Responses Not in Favor

Three-fourths vote of Council required to Approve request per Article VI, Section 6.02 of the Comprehensive Zoning Ordinance

The Public Hearing was opened at 8:10 p.m.

Ms. Tiesha Lewis, applicant, 919 Green Hills Road, Duncanville, spoke in favor of the request.

There was no one to speak in opposition.

Motion to close the Public Hearing at 8:15 p.m. by Councilmember Contreras and second by Councilmember At Large Harvey. The vote was cast, 7 for, 0 against. The motion carried.

The Public Hearing was closed at 8:15 p.m.

Motion by Councilmember McBurnett to approve the request and second by Councilmember Harvey. The vote was cast, 7 for, 0 against. The motion carried.

- 5C. Consider amending the Code of Ordinances by amending Chapter 12 “Miscellaneous Offenses and Provisions”, Article XXIII “Secondary Metal Recyclers”, by amending Section 12-256 ‘Definitions’ by adding the definition of ‘Catalytic Converter’ and by adding a new Section 12-260A ‘Possession of Catalytic Converter.’

Police Chief Mark LiVigni introduced Assistant Chief Chris Freis. Assistant Chief Chris Freis presented the agenda item.

Motion by Councilmember McBurnett to approve the request and second by Councilmember Harvey. The vote was cast, 7 for, 0 against. The motion carried.

- 5D. Consider an Ordinance amending Chapter 19 “Traffic”, Article VI “Stopping, Standing and Parking”, Section 19-116 “No Parking and/or Placement of Oversized Vehicle(s), Storage Unit, Cargo Container, or Recreational Vehicle on City Streets” by repealing Section 19-116 “No Parking and/or Placement of Oversized Vehicle(s) Storage Unit, Cargo Container, or Recreational Vehicle(s), Storage Unit, Cargo Container, or Recreational Vehicle on City Streets”.

Police Chief Mark LiVigni presented the agenda item. Following a formal presentation, the City Council considered action.

Councilmember Contreras indicated that the Council should consider this in a workshop session.

Councilmember Koontz indicated that the Council should consider this in a workshop session.

Councilmember McBurnett made a motion to table this agenda item to November 15, 2022 and second by Councilmember Cherry.

City Manager Ferrell-Benavides addressed the suggestion that this agenda item be brought back in the form of a workshop item. She asked for the Council’s direction as to whether the requirements should be more stringent or softer. She noted the reason for this item is that the City receives complaints and calls for service. She asked for the Council to give her feedback.

The vote was cast, 7 for, 0 against. The motion to table this agenda item to November 15, 2022 carried.

- 4C. Resolution of the City Council of the City of Duncanville, Texas, to award the contract for Bank Depository Services to a bank located in the City of Duncanville, awarding a two-year contract with a total estimated expenditure of as proposed by the selected bank; authorizing the City Manager or her designee to negotiate and execute the appropriate documents; and providing for an effective date.

Mayor Gordon stated he requested this item be moved from the Consent Agenda to Items for Individual Consideration as he has personal reservations relating to the contract award to Wells Fargo.

Fiscal Services Director Atmore introduced this agenda item. She introduced Mr. Tim Brennan to explain the contract.

Following Mayor Gordon’s remarks related to his personal considerations related to allegations of ongoing problems with Wells Fargo, which in recent history have been alleged but not proven to have some practices that should not be

happening. He noted his reservations to past practices, not the current allegations that have yet to be proven, the City Council considered action.

City Attorney Hunter Mattocks called a point of order related to the Mayor’s remarks going over three minutes. The Council voted on the point of order. The vote was cast, 6 in favor, 1 against. Mayor Gordon voted in opposition.

Councilmembers stated their respective stances on the considerations of possible changes to another bank; the impact such a change would have on City staff, the City’s customers, and the banking relationships with the local banking branch. Mayor Gordon closed the discussion noting that this is the best move for the City to move forward despite his voting his heart.

Motion by Councilmember McBurnett to approve the Resolution and second by Councilmember Harvey. The vote was cast, 6 for, 1 against. The motion carried. Mayor Gordon voted in opposition.

6. STAFF AND BOARD REPORTS

A. Receive the Police Department Quarterly Report.

Assistant Chief Stogner presented the report. Councilmember Koontz asked for details on citations for traffic stops (what the stops are for, etc.) to the next quarterly report, focusing on the top ten violation categories. The Annual Racial Profiling Report presented once a year provides very specific information. Assistant Chief Stogner indicated that if a citation is issued, there can be more information brought forward. Chief LiVigni noted that stops are based on reasonable reason of violation. Absent a citation being issued, there is no record of the reason for persons being stopped in an efficient manner. The additional information is to be presented with the delivery of the next Quarterly Report. Information was also requested on the number of arrests made following a traffic stop.

ADJOURNMENT

Mayor Gordon adjourned the meeting at 9:38 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

Add Signature Lines for City Secretary Signature and Mayor Gordon’s Signatures

Duncanville City Council Meeting Minutes
City Council Planning Retreat
Wednesday, October 26, 2022 to Friday, October 28, 2022

CALL TO ORDER

A Special City Council Planning Retreat was called to order on October 26, 2022 at 5:30 p.m. at the Hilton Garden Inn Granbury, 635 East Pearl Street, Granbury, Texas.

The Planning Retreat was called to order with the following City Council Members with a quorum to wit:

COUNCIL PRESENT: Mayor Barry L. Gordon
Mayor Pro Tem Joe Veracruz
Councilmember Don McBurnett
Councilmember Greg Contreras
Councilmember Karen Cherry

COUNCIL ARRIVAL: Councilmember Jeremy Koontz on Wednesday, October 27

Retreat Moderator Mike Conduff led the City Council and Executive Staff in a series of leadership exercises. There was discussion, review and recommendations for updates to the City Council’s vision and missions. Revisions, additions, and deletions were recommended to be made to the Strategic Plan. There was general discussion related to the City’s operations.

The City Council enjoyed a social breakfast, lunch, and dinner beginning with dinner on October 26, 2022, and other meals, as appropriate, on October 27, 2022, and October 28, 2022.

No actions were taken; the meeting was conducted as a workshop session only.

ADJOURNMENT

The Workshop Session adjourned on Friday, October 28, 2022 at 12:00 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

Add Signature Lines for City Secretary Signature and Mayor Gordon’s Signature

**Duncanville City Council Meeting Minutes
Regular City Council Meeting
Tuesday, September 20, 2022**

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, September 20, 2022, at 6:00 p.m. in the City Council Briefing Room and City Council Chambers at City Hall with a quorum to wit:

COUNCIL PRESENT:

Mayor Barry L. Gordon
Mayor Pro Tem Joe Veracruz
Councilmember Don McBurnett
Councilmember Jeremy Koontz
Councilmember Greg Contreras
Councilmember Karen Cherry

COUNCIL ABSENT:

Councilmember Patrick Harvey

I. WORK SESSION / BRIEFING

I.1. DISCUSS AGENDA ITEMS

Mayor Gordon read each item into the record. City Manager Ferrell-Benavides reviewed each item.

I.2. BRIEFINGS / PRESENTATIONS

I.2.A. Discuss and finalize the Council Rules and Procedures. Assistant to the City Manager David Kees made a formal presentation. The City Council asked staff to make additional changes; one councilmember not two on slide 34b. City Attorney Hager asked that an appendix be established for the Rules of Procedure and attach same to the Home Rule Charter. Changes should be emailed to the City Manager and the Assistant to the City Manager so the Rules can be brought back to Council for action.

I.2.B. Councilmember Koontz requested an item: Discussion on the Ladd Property. Councilmember Koontz presented the item providing a history of the recent activity related to the Ladd Property. The Council has a copy of a document related to proposed use of the Ladd Property following community work. Mr. Ladd clarified that he had been opposed to every use proposed so far. He stated he was opposed to leaving the property just as it is and asked about funding. He stated various groups offering support. He noted the proposed ordinance that the citizen committee prepared. Council discussed specifics including funding and professional landscape architects to prepare a plan. It was noted there is no budget funding in the Fiscal Year 2023 adopted Budget to fund professional engagements. City Attorney Hager stated the City needs to have a trigger to release the reverter to avoid litigation and possibly of using the property.

The Briefing Session was adjourned at 7:10 p.m.

II. EXECUTIVE SESSION

No Executive Sessions were held.

III. REGULAR SESSION

CALL TO ORDER. The City Council convened into Regular Session at 7:22 p.m., Mayor Gordon presiding and all City Councilmembers except Councilmember At Large Patrick Harvey who was absent.

INVOCATION. The invocation was delivered by Chaplain Ruiz.

PLEDGES. Mayor Gordon led the assembly in reciting the Pledge of Allegiance and the Texas Pledge of Allegiance.

III.1. REPORTS

- III.1.A. Mayor's Report. Mayor Gordon mentioned the upcoming Coffee with the Mayor on Thursday, September 22, 2022, at the Recreation Center at 12 Noon to 1:00 p.m.
- III.1.B. Councilmembers' Reports
 Councilmember McBurnett spoke about upcoming PIP. He encouraged to volunteer for Meals on Wheels Program. He thanks City staff for helping a citizen out related to problems with water service.
 Councilmember Contreras spoke about the upcoming event in the City's Park to celebrate National Hispanic Heritage Month on Saturday, September 24, 2022.
 Councilmember Cherry thanked the Police Department and staff for their walk-through Hollywood Park. She expressed appreciation for the District 4 Connect event.
- III.1.C. City Manager's Report. Utilities Customer Service received a number of senior discount inquiries. Opportunities for free vaccination and other health related shots. The Recreation Center has new classes including cheering leading. Also reported a number of Police Department activities as well as the Boo Bash. She noted five of the City's Firefighters who climbed the stair climb in Dallas honoring 911. She introduced Ms. Kristin Downs who will be transitioning as Chief Operating Officer at the Police Department and introduced City Secretary Janie Willman who had been working alongside of Ms. Downs.

III.2. PROCLAMATIONS AND PRESENTATIONS

- III.2.A. Proclamation recognizing September 15 to October 15, 2022, as National Hispanic American Heritage Month. Mayor Gordon read the proclamation, and presented it to Pastor Jaime Andrade, from Centro Familiar Cristiano.
- III.2.B. Proclamation Recognizing October 4, 2022 as National Night Out. Councilmember Veracruz read the proclamation and presented it to Police Chief LiVigni, Assistant Police Chief Stogner, and Crime Prevention Officer Michelle Arias.
- III.2.C. Proclamation Recognizing October as National Crime Prevention Month. Councilmember Contreras read the proclamation and presented it to Police Chief LiVigni, Assistant Police Chief Stogner, and Crime Prevention Officer Michelle Arias.

III.3. CITIZENS' INPUT

Mayor Gordon read comments received by electronic mail from the following individuals.

Gilbert Cavello, 703 San Juan Dr, Duncanville, regarding the Mudhook Bar and Grill and need for amended allowances for commercial establishments to have extended hours for loud events.

Brittany Hall, 1023 Stewart Avenue, Duncanville, regarding the Mudhook Bar and Grill and the need for the City to evolve.

Benjamin Bain, 102 Walnut Street, Duncanville, regarding increasing noise from Mudhook Bar and Grill and suggestion that the business relocate to Wheatland Plaza.

Denise Wynn, 247 Merribrook Trail, Duncanville, regarding a request to designate the Ladd Property a preserve through an ordinance

Erika Browning, 442 E. Cherry Street, Duncanville, thanking the City Manager regarding work related to all-terrain vehicles and Police Department for making the City's streets safer. Support for the Ladd Property proposed ordinance.

Tedra Williams, 866 Astaire Avenue, Duncanville, regarding a variety of topics, including District 4 Meet and Greet, enforcement of law regarding speeders and the need to revisit the City's noise ordinance, and the Ladd properties.

Allen Conley, 1214 Wellington Dr., Duncanville, regarding the need for the City's leaders to look for ways to make families stronger and not supporting things that will hurt or weaken families.

Joe Cole, 434 E. Mona Avenue, Duncanville, regarding the need for the City to change the winter average billing water.

Charles McGuffey, 1626 S. Greenstone Lane, Duncanville, regarding speeding down Greenstone Lane south of Danieldale and the need for bridge lights in Greenbriar Estates to be operable.

Citizens Public Comment Period.

Patricia Ebert, 115 South Greenstone, Duncanville, regarding the Ladd Property.

Judy Smithey, 1806 Cedar Hill Road, Duncanville, regarding the Duncanville Community Theatre

Grady Smithey, 1806 Cedar Hill Road, Duncanville, regarding the Duncanville Community Theatre

Ruth Carlson, 822 Sherrill Boulevard, Duncanville, regarding a big thank you to Duncanville citizens

Bryan Kaeser, 100 S. Main #213, Duncanville, did not speak but registered opposition to the Agenda Item on the Chamber of Commerce.

Jak Banks, 7206 Lost Canyon Drive, Dallas, regarding the Chamber of Commerce.

Gale Sliger, 1405 S. Main Street, Duncanville, regarding Main Street.

Mark Graysdale, 1215 Wellington Drive, Duncanville, regarding the Charles F. Ladd Nature Preserve.

Margaret Geiger, Fairmeadows, Duncanville, regarding Noise Ordinance.

Allen Conley, 1214 Wellington, Duncanville, regarding the bigger picture.

J. Reece Edwards, 226 Mizell Street, Duncanville, regarding landscaping and the Ladd Ordinance Preserve.

Ron Thompson, 603 Katherine Court, Duncanville, regarding support for the Ladd Ordinance.

Emily Bridges, 418 Oleander Street, Duncanville, regarding the Ladd Property.

Royce Milam, 623 S. Alexander Avenue, Duncanville, regarding the development of the Ladd Preserve.

Shannon Roberts, 906 Rock Canyon, Duncanville, regarding the Ladd Property Ordinance.

III.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.

Mayor Gordon requested that City Secretary Kristin Downs read the Consent Agenda items.

III.4A. Consider the Minutes for the September 6, 2022 City Council Regular Meeting.

III.4B. Consider a Resolution authorizing the receipt of a grant from the Texas Office of the Governor, Criminal Justice Division, FY 23 Bullet-Resistant Shield Grant Program, to provide funding for the Police Department to purchase twenty-five (25) bullet-resistant shields for Police Officers, with a total grant value of \$250,125.

III.4C. Consider a Resolution authorizing an application acceptance for and receipt of a grant from the Texas Office of the Governor, Criminal Justice Division, FY23 ALERRT Travel Assistance Grant, to provide funding for the Police Department, to send Police Officers to

Advanced Law Enforcement Rapid Response Training (ALERRT) with a total grant value of \$1,000.

- III.4D. Consider a Resolution approving the terms and conditions of Contract Amendment #3 to the Standard Form of Agreement RFQ 20-0011 with Brown Reynolds Watford Architects, Inc. for architectural and engineering design services for Fire Station No. 1 due to an increase in the Guaranteed Maximum Price from \$4.5 million to \$7,591,908. in the amount not to exceed \$197,000.**
- III.4E. Consider a Resolution approving the Landscape Maintenance Agreement with the Texas Department of Transportation (TxDOT) for landscape improvements along U.S. IH 20 beginning at North Cedar Ridge Drive and ending east of North Cedar Ridge Drive.**
- III.4F. Council to consider authorizing the City Manager to sign and execute the settlement agreement and mutual general release with Anh Ngoc Tran in regards to the City of Duncanville Municipal Court case No. 200318004, and further authorizing as part of the settlement a payment Baston Law, PC in the amount of \$39,717.34.**
- III.4G. Consider approval of a Resolution for an offer of a Hotel Occupancy Tax Grant for the FY 22-23 budget in the amount not to exceed \$15,215.68 to the Duncanville Chamber of Commerce for maintenance repairs, landscaping upgrades, computer upgrades, and signage while serving as the Duncanville Official Visitors Center.**

The Mayor announced this agenda item was pulled from consideration at the request of the City Manager.

- III.4H. Consider an Ordinance approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp. Mid-Tex Division regarding the company's 2022 rate review mechanism (RRM) filing; declaring existing rates to be unreasonable adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached tariffs to be just and reasonable and in the public interest; approving an attached exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached exhibit regarding amortization of regulatory liability; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this resolution to the company and the ACSC's legal counsel.**
- III.4I. Consider a Resolution authorizing a consent to assignment of Contract IFB-19-001 Traffic Signal Maintenance from Siemens Industry Inc. to Yunex LLC.**
- III.4J. Consider a Resolution approving Republic Services of Texas, LTD.'s request to the City of Duncanville to increase contract rates under the Municipal Materials Management Agreement by 4.4% for residential collection and commercial services.**
- III.4K. Consider a Resolution authorizing a Cooperative Purchasing Agreement with Equalis Group.**

Councilmember McBurnett made a motion to approve the items as stated [with the removal of Item 4G], Councilmember Koontz seconded the motion. The vote was cast, 6 for, 0 against, with Councilmember At Large Harvey absent. The motion carried.

III.5. ITEMS FOR INDIVIDUAL CONSIDERATION.

- III.5A. Conduct a Public Hearing (2022-06) for consideration and action regarding the request of Stuart and Ruth Carlson, applicants and**

owners, to include a Specific Use Permit “SUP” for Short-Term Rental on Duncanville Estates 1, Block C, Lot 4, City of Duncanville, Dallas County, Texas, more commonly known as 103 South Capri Drive.

The Mayor announced this agenda item was pulled from consideration at the request of the City Manager.

III.5B. Conduct a Public Hearing (2022-07) for consideration and action regarding the request of Stuart and Ruth Carlson, applicants, representing Lydia W. Carlson, owner, to include a Specific Use Permit “SUP” for Short-Term Rental on River Oaks, Block K, Lot 5, City of Duncanville, Dallas County, Texas, more commonly known as 350 Linklea Drive.

The Mayor announced this agenda item was pulled from consideration at the request of the City Manager.

III.5C. Conduct a Public Hearing for consideration and action regarding the request of Stuart and Ruth Carlson, applicants and owners, to include a Specific Use Permit “SUP” for Short-Term Rental on Irwin Keasler Dev Red Bird 5, PT Lot 0006, Duncanville, Dallas County, Texas, more commonly known as 822 Sherrill Boulevard.

The Mayor announced this agenda item was pulled from consideration at the request of the City Manager.

III.5D. Conduct a Public Hearing for consideration and action regarding the request of Deborah Cantwell, Applicant and Owner, to include a Specific Use Permit “SUP” for Carport on Skyview Estates Inst 1, Block B, Lot 14, more commonly known as 1607 Sparta Drive, Duncanville, Dallas County, Texas.

Senior Planner Nathan Warren presented the agenda item.

Request:
To allow a 660 sq. ft. Carport to be allowed at the petitioned address.
Future Land Use Map Designation
Low Density Residential
Zoning District
SF-10 Single-Family Residential District
Code Section & Requirements
Section 3.03 – Permitted Use Chart
Carport(s) must obtain a SUP in all residential districts; are not allowed in retail, office, commercial and industrial districts; are not allowed in downtown districts

- Code Section & Requirements – Comprehensive Zoning Ordinance**
- Per 4.13(D)(4) Miscellaneous Standards:
 - Type B accessory buildings, including carports, 400 square feet or less shall be built with materials that are durable and resistant to deterioration.
 - Profiled panels, deep ridge panels, and concealed fastener systems are permitted.
 - All vertical and horizontal structural members of carports shall be of 14-gauge steel or aluminum.
 - Vertical supporting members shall be a minimum of three inches in diameter for circular posts or three inches by three inches for tubular posts.
 - Low or single pitch carport roofs shall be of maintenance free materials (minimum 26-gauge steel or aluminum).
 - Exterior finish for metal materials shall be baked enamel finish or painted to the manufacturer's specifications; unpainted metal finish is prohibited.
 - The use of corrugated metal, plastic, or fiberglass panels is prohibited.

Section 7.02(B) – Carport

An accessory structure made of canvas, aluminum, or similar materials, or any combination thereof, open on two or more sides for the shade and shelter of private passenger vehicles.

18 Mailings were sent out.

0 Replied in Favor.

0 Replied Not in Favor.

Proviso(s)/Condition(s) for Consideration

The carport will not be built with the identified prohibited materials.

The carport will not encroach into any setback.

Public Hearing opened at 8:36 p.m.

Deborah Cantwell, 1607 Sparta Drive, Duncanville, applicant spoke in favor of the request.

Paul Hardin Cantwell, 1607 Sparta Drive, Duncanville, applicant spoke in favor of the request.

There was no one to speak in opposition of the agenda item.

Motion to close the Public Hearing at 8:38 p.m.

Motion by Councilmember McBurnett to close the Public Hearing at 8:38 p.m. and second by Councilmember Koontz. The vote was cast, 6 for, 0 against, with Councilmember At Large Harvey absent. The motion carried.

The Public Hearing was closed at 8:38 p.m.

The Mayor called for the Council's comments.

Councilmember McBurnett noted that the City Council should look at the City's ordinance because there are a number of these kinds of requests to come through for the P&Z and the Council's consideration. He favors a faster better process. Councilmember Contreras noted that these kinds of accessory structures are authorized. He agreed that the staff might review the requirements related for possible change. City Manager Ferrell-Benavides noted that staff would bring this back with the Council's comments in a discussion with Council with history and some recommendations. Mayor Gordon suggested that building materials should be considered during the review process.

Motion by Councilmember Koontz in favor of granting the Specific Use permit with adoption of an ordinance, and second by Councilmember Contreras. The vote was cast, 6 for, 0 against, with Councilmember At Large Harvey absent. The motion carried.

III.5E. Consider an Ordinance amending the Code of Ordinances by amending Chapter 2 'Administration', by repealing Article I. 'In General' Sections 2-1, 2-2, 2-3 and 2-4 and Reserve for Future Use; by adding new Article V 'Boards and Commissions' to provide for a list of different boards, appointments, qualifications, establishment, membership and other duties.

City Secretary Downs presented the agenda item. Ms. Downs reported the City Council held a Special Meeting on July 21, 2022 Meeting to discuss Boards and Commissions.

A number of changes were recommended. She reported that Ordinance 2454 has been created for Boards and Commissions allowing staff and citizens to have one place to view the Boards and Commissions process and regulations. The Ordinance provides consistency regarding Appointments and Qualifications The Boards, Committees, and Commissions created in the Ordinance are the Arts Commission, the Community Engagement Advisory Board, the Multicultural Commission

with sub boards. An updated application is available in City Hall and on the City’s website for citizens to use to apply for service.

Councilmember Contreras indicated he heard from citizens who serve on the City’s boards struggling with obtaining a quorum. He asked the City Attorney about flexibility on what constitutes a quorum. Councilmember Koontz said he wanted to hear the City Attorney’s response. City Attorney Hager stated quorums are set by state law for Planning & Zoning Commission, Board of Adjustment, and the CDEDC quorum’s are set by state law. The Economic Development Corporation, their quorums are set by the Board’s Bylaws. He noted that as a practical matter if you get less than 50 percent, then the Council should consider if it will accept recommendations. He noted that it is up to the Council to establish the standards. The City Council asked to have modifications in future Ordinance reviews to include lowering the number of members for quorum in the Arts Commission to be lowered from 9 to 7 members, to allow for further study of quorums required for boards, committees, and commissions not determined by state law, and to allow the boards themselves to determine which meeting dates and times might serve to improve the board’s ability to obtain quorum for the conduct of business.

Motion by Councilmember Koontz to adopt the ordinance as written and second by Councilmember Contreras. The vote was cast, 6 for, 0 against, with Councilmember At Large Harvey absent. The motion carried.

III.5F. Consider an Ordinance creating Classified Positions under Civil Service in the Police and Fire Departments; providing a Pay Scale under Civil Service; repealing all Ordinances in conflict herewith; and, providing a severability clause; providing a repealing clause.

Human Resources Director Seigel presented the item. Classified Positions under Civil Service:

Section 1. The classified positions under Civil Service in the Police Department shall be as follows:

- P1 Assistant Chief (appointed) 2
- P2 Police Lieutenant 5
- P3 Police Sergeant 6
- P4 Police Patrol Officer 50

Section 2. The classified positions under Civil Service in the Fire Department shall be as follows:

- F1 Assistant Fire Chief (appointed) 1
- F2 Division Chief – EMS 1
- F3 Battalion Chief 3
- F3 Fire Marshal/Battalion Chief 1
- F4 Fire Captain 6
- F4 Deputy Fire Marshal 1
- F5 Fire Engineer 6
- F6 Fire Fighter 33

Motion by Councilmember McBurnett to adopt the Ordinance as written, and second by Councilmember Veracruz. The motion was cast, 6 for, 0 against, with Councilmember At Large Harvey absent.

III.6. STAFF AND BOARD REPORTS
III.6.A. Receive the Monthly Financial Report as of July 31, 2022.
Managing Director of Fiscal Services Atmore presented the report.

I.V. ADJOURNMENT
Mayor Gordon adjourned the meeting at 9:06 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

Add Signature Lines for City Secretary Signature and Mayor Gordon’s Signatures



STAFF REPORT

MEETING: City Council - 06 Dec 2022

TITLE:

Consider a Resolution approving a cooperative purchasing agreement with Vortex Companies Vortex Infrastructure Holdings, LLC, using The Interlocal Purchasing System (TIPS) Contract 20110401, for pipe bursting wastewater improvements, with a contract amount of \$448,264.50 and an additional appropriation of \$44,826.45, a contingency equaling ten (10) percent of the original contract price, for a total amount not to exceed \$493,090.95.

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, PE, MBA, Director of Public Works (Interim)

BACKGROUND/HISTORY:

This project includes pipe bursting approximately 3,700 linear feet of substandard 6-inch sanitary sewer main with new High-Density Polyethylene (HDPE) sewer pipe, wastewater pipeline and adjacent private sewer lateral replacements, appurtenances, landscaping, adding additional manholes, manhole replacement, and manhole lining. The improvements will be constructed along Johnson Street, Flamingo Way, E. Cherry Street, and various streets in the Forest Hills Addition.

Wastewater pipe bursting is identified in the City’s five-year capital improvements plan for wastewater system maintenance based on the age and condition of the existing infrastructure (Attachment 1). The successful completion of the project will repair structural and capacity deficiencies of the current sewer and prevent rainwater and/or groundwater inflow and infiltration. Additionally, pipe bursting will reduce sanitary sewer overflows, sewage treatment costs, and future sewer system maintenance costs.

Vortex, headquartered in Houston, Texas, was awarded wastewater pipe bursting contracts in fiscal years 20, 21, and 22 through a cooperative purchasing agreement using The Interlocal Purchasing System (TIPS). The contracts included furnishing all labor, materials, and equipment necessary to pipe burst over 32,000 linear feet of sanitary sewer pipeline, twelve inches in diameter or less, infrastructure, replacement of associated appurtenances, and landscaping. The City was pleased with the work executed by Vortex under all three contracts and the company’s customer service-oriented culture.

The City has allocated funds for wastewater pipe bursting improvements and wastewater manhole lining this fiscal year. Both wastewater pipeline and sewer manhole rehabilitation are key strategies for reducing sanitary sewer overflows (SSO) as listed in the City's annual SSO Mitigation Plan required by the Texas Commission on Environmental Quality's (TCEQ) SSO Initiative.

Pipe bursting is an effective and efficient method to replace failing, outdated or undersized sewer pipelines due, in part, to pipe bursting not requiring excavation of the existing piping. Instead, pipe bursting can be implemented through openings to the sewer system (such as the manholes) or smaller insertion pits rather than through excavation along the entire length of the pipe. Because pipe bursting does not require extensive excavation, it provides a method of correcting pipe deficiencies with less disturbance and environmental degradation. It also requires less restoration than the traditional dig-and-replace sewer pipeline replacement method.

Manhole rehabilitation is necessary to reduce various problems ranging from minor stormwater infiltration into the wastewater manhole to significant failure of the manhole. Manhole lining has been tested and proven to alleviate these problems. Manhole lining involves preparing and applying materials to manholes to provide strength and corrosion resistance. These unique, high-strength formulations allow spray application, which helps restore the structural integrity of deteriorating manholes and provides a permanent seal against corrosion, infiltration, and exfiltration into the sanitary sewer system. Excessive infiltration and exfiltration result in a less efficient system.

The project's total value is \$448,264.50, with an appropriation of \$44,826.45 for a contingency equaling ten (10) percent of the original contract price. This will be paid for with FY23 Utilities CIP funds. Staff compared the discounted pricing (available through the TIPS contract) received from Vortex to pricing from other competitively bid jobs in the region and the City's cost under previous agreements. The pricing was determined to be fair and reasonable. The contingency is appropriated for any necessary change orders.

The City of Duncanville has realized reductions in inflow and infiltration (I&I) to the wastewater system. As a result of the recent pipe bursting projects, four of the seventeen SSO sites have been eliminated. These account for some of the SSO sites which occur most frequently.

POLICY EXPLANATION:

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any state law requiring that the local government seek competitive bids for purchase of the item. TIPS contracts are competitively bid to increase and simplify the purchasing power of entities across the State of Texas. The Texas Local Government Code, Chapters 271 and 791, allows government agencies to participate voluntarily in these cooperative arrangements.

The Texas Local Government Code establishes procurement rules for municipalities regarding original contract price increases. Section 252.048 CHANGE ORDERS, Paragraph (d) states, "The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor." Appropriating a ten (10) percent contingency also provides a buffer not to exceed 25 percent of the original contract price. The contingency will not be added to the contract but set aside to be used as change orders are necessary.

FUNDING SOURCE:

ORG and Object Number

17100000-708102

Available Budget

\$5,928,297.00

Purchase Amount

\$493,090.95

After Encumber

\$5,435,206.05

ACTION ALTERNATIVES:

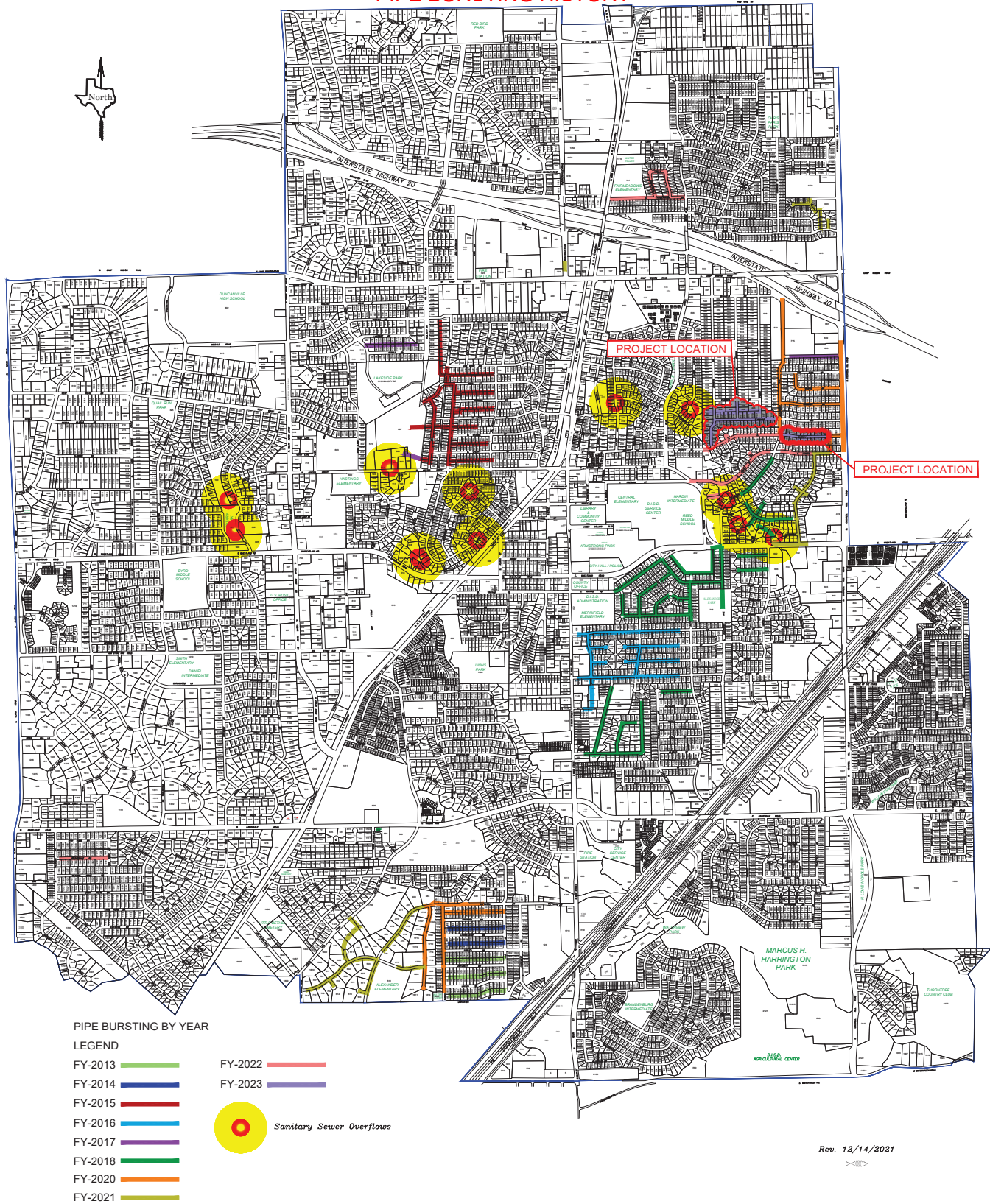
1. Approve funding in the amount of \$448,264.50 to perform pipe bursting wastewater improvements and approve an additional appropriation of \$44,826.45, a contingency equaling ten (10) percent of the original contract price, for a total amount not to exceed \$493,090.95.
2. Disapprove funding altogether or approve funding in a different amount.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - FY23 Pipe Bursting Including History](#)

[Resolution No. - 2022-112 - FY23 Pipe Bursting with Exhibits](#)

Attachment 1 PIPE BURSTING HISTORY



CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS

GEOGRAPHIC INFORMATION SYSTEM

RESOLUTION NO. 2022-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH VORTEX COMPANIES VORTEX INFRASTRUCTURE HOLDINGS, LLC, USING THE INTERLOCAL PURCHASING SYSTEM (TIPS) CONTRACT 20110401, FOR PIPE BURSTING WASTEWATER IMPROVEMENTS, WITH A CONTRACT AMOUNT OF \$448,264.50 AND AN ADDITIONAL APPROPRIATION OF \$44,826.45, A CONTINGENCY EQUALING TEN (10) PERCENT OF THE ORIGINAL CONTRACT PRICE, FOR A TOTAL AMOUNT NOT TO EXCEED \$493,090.95 AND, AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to maintain a safe and efficient water and sewer system; and

WHEREAS, the City has allocated funds for pipe bursting wastewater improvements this fiscal year; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to authorize a Cooperative Purchasing Agreement with Vortex Companies Vortex Infrastructure Holdings, LLC, using The Interlocal Purchasing System (TIPS) Contract 20110401, for pipe bursting wastewater improvements and authorizes the execution of the necessary documents to procure said services.

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 an agreement for the procurement of pipe bursting wastewater improvements with Vortex Companies Vortex Infrastructure Holdings, LLC, using TIPS Contract 20110401, with a contract amount of \$448,264.50, based on the pricing outlined in Exhibit "A," attached hereto and incorporated herein.

SECTION 2. The City Council of the City of Duncanville, Texas, hereby appropriates \$44,826.45 for a contingency equaling ten (10) percent of the original contract price.

SECTION 3. The City Council of the City of Duncanville hereby authorizes the City Manager, or her designee, to execute the appropriate and necessary documents and/or purchase orders.

SECTION 4. 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 6th day of December, 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Janie Willman, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit A



**THE INTERLOCAL
PURCHASING SYSTEM**
"PURCHASING MADE PERSONAL"



CONTRACTOR PRICING WORKSHEET

JOB ORDER CONTRACTING NO:

20110401

PROJECT NAME: Duncanville - FY23

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to Contract Administration @ 281-901-5336.
Please type or carefully print; thank you.

				LIST PRICING		PROJECT SPECIFIC DISCOUNT	
Item	Description of Item	Est. Quant.	Unit	Unit Price	Total	Unit Price	Total
BASE BID ITEMS							
1	Mobilization, Bond, Insurance	1	LS	\$ 60,000.00	\$ 60,000.00	\$48,000.00	\$ 48,000.00
2	Pipe Burst Existing 4,6, or 8" Sanitary Sewer With A 8.625" Sdr-19 'lps' Gray Hdpe, Up To 10-Feet Deep	3703	LF	\$ 65.00	\$ 240,695.00	\$52.00	\$ 192,556.00
3	Reconnection Of 4-Inch Sanitary Sewer Service At The Main	73	EA	\$ 375.00	\$ 27,375.00	\$300.00	\$ 21,900.00
4	Reconnection Of 6-Inch Sanitary Sewer Service At The Main	0	EA	\$ 500.00	\$ -	\$400.00	\$ -
5	Extra Length 4" Service Lateral Beyond Connection	1168	LF	\$ 35.00	\$ 40,880.00	\$28.00	\$ 32,704.00
6	Extra Length 6" Service Lateral Beyond Connection	0	LF	\$ 50.00	\$ -	\$40.00	\$ -
7	Install Sanitary Sewer Double Cleanout	73	EA	\$ 812.50	\$ 59,312.50	\$650.00	\$ 47,450.00
8	Furnish & Install New 4' Diameter Manholes, 0' To 6' Depth, no coating	0	EA	\$ 8,125.00	\$ -	\$6,500.00	\$ -
9	Remove & Replace 4' Diameter Manholes, 0' To 6' Depth, no coating	3	EA	\$ 8,500.00	\$ 25,500.00	\$6,800.00	\$ 20,400.00
10	Furnish & Install Extra Depth For 4' Diameter Manholes, no coating	0	VF	\$ 500.00	\$ -	\$400.00	\$ -
11	Furnish & Install Wastewater Access Device	3	EA	\$ 2,250.00	\$ 6,750.00	\$1,800.00	\$ 5,400.00
12	Pre-Tv And Clean 6, 8, 10 & 12" Sanitary Sewer	3703	LF	\$ 5.00	\$ 18,515.00	\$4.00	\$ 14,812.00
13	Post Tv 8-12" Sanitary Sewer, Mainline Only	3703	LF	\$ 3.13	\$ 11,571.88	\$2.50	\$ 9,257.50
14	Sprayline New Or Existing Manholes Using Spectrashield	40	VF	\$ 500.00	\$ 20,000.00	\$440.00	\$ 17,600.00
15	Flow Control Measures	1	LS	\$ 9,100.00	\$ 9,100.00	\$7,000.00	\$ 7,000.00
16	Standard Traffic Control	1	LS	\$ 32,500.00	\$ 32,500.00	\$15,000.00	\$ 15,000.00
17	Remove & Replace Asphalt Paving	70	SY	\$ 195.00	\$ 13,650.00	\$165.00	\$ 11,550.00
18	Remove & Replace Concrete Paving	6	SY	\$ 266.50	\$ 1,599.00	\$235.00	\$ 1,410.00
Proposal BASE Total				\$ 567,448.38		\$ 445,039.50	



**THE INTERLOCAL
PURCHASING SYSTEM**
"PURCHASING MADE PERSONAL"



CONTRACTOR PRICING WORKSHEET

JOB ORDER CONTRACTING NO:

20110401

PROJECT NAME: Duncanville - FY23

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to Contract Administration @ 281-901-5336. Please type or carefully print; thank you.

				LIST PRICING		PROJECT SPECIFIC DISCOUNT	
Item	Description of Item	Est. Quant.	Unit	Unit Price	Total	Unit Price	Total
SUPPLEMENTAL ITEMS							
19	Furnish & Install Point Repairs To Remove Major Sags By Open Cut	1	LF	\$ 227.50	\$ 227.50	\$ 175.00	\$ 175.00
20	Obstruction Removal/Pot-Holing By Excavation, Up To 10 Feet Deep	1	EA	\$ 455.00	\$ 455.00	\$ 350.00	\$ 350.00
21	Point Repair, 8- Inch Sanitary Sewer, Up To 8 Feet Deep	1	EA	\$ 2,200.00	\$ 2,200.00	\$ 1,550.00	\$ 1,550.00
22	Install / Replace Standard Ring & Cover	1	EA	\$ 1,045.00	\$ 1,045.00	\$ 800.00	\$ 800.00
23	Adjust Manhole Ring And Cover To Grade	1	EA	\$ 425.00	\$ 425.00	\$ 350.00	\$ 350.00
Proposal SUPPLEMENTAL ITEMS Total				\$ 4,352.50		\$ 3,225.00	
TOTAL BASE + SUPPLEMENTAL (incl Bonds)				\$ 571,800.88		\$ 448,264.50	

Items **NOT** included in quote unless expressly noted:

Manhole Removal/Replacement or Coatings, Point Repairs,

Dewatering, Traffic Control outside of typical cones and signage,

Heavy Bypass Pumping, Surface Restoration beyond Sodding, SWPPP, Compaction Testing, Vibration Monitoring,

Smoke Testing, Bonds, Mechanical Pipe Cleaning

REVISION 1

Pricing Date: 11/7/2022

TOTAL w/ Bonds: **\$ 448,264.50**

Buying Agency:	City of Duncanville
Contact Person:	Jacqueline Culton
Phone:	972.780.5016
Fax:	
Email:	jculton@duncanville.com

Contractor:	Vortex Services
Prepared By:	Jedidiah Brewer
Phone:	615.495.9500
Fax:	
Email:	jbrewer@vortexcompanies.com

NOTE:

The Customer shall be responsible for providing:

- Access to hydrants or free water source as necessary (including meters)
- All Heavy Traffic Control
- All Permits and Permissions which may be necessary (Federal, State, Local, etc.)

Exhibit B

TIPS VENDOR AGREEMENT**PART 1 ONLY**

Between Vortex Companies, LLC and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 201104 Pipe Bursting PART 1 ONLY

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter "TIPS") a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order ("PO"), Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions**Freight**

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge", "\$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of

the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately **three (3)** years with an option for renewal for an additional **one (1)** consecutive **year**. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base **three-year** term. Whether or not to offer the extension is at the sole discretion of TIPS.

"Start Date" for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement "term" calculation purposes only, the Agreement "start date" is the last day of the month that Award Notifications are anticipated as published in the Solicitation

Example: *If the anticipated award date published in the Solicitation is May 22, but extended negotiations delay award until June 27, The end date of the resulting initial "three-year" term Agreement, (which is subject to an extension(s)) will still be May 31, 2023.*

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus **three years**.

Example: *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original **three-year** term shall be May 31, 2023.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2024.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member’s purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per

Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful

provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the

Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing

firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
 ESC Region 8/The Interlocal Purchasing System (TIPS)
 4845 Highway 271 North
 Pittsburg, TX, 75686
 And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

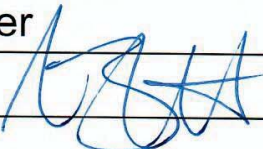
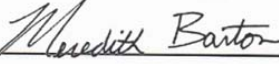
- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 201104 Pipe Bursting

PART 1 ONLY

Company Name Vortex Companies, LLC
Address 18150 Imperial Valley Drive
City Houston State TX Zip 77060
Phone 713-750-9081 Fax _____
Email of Authorized Representative nbanchetti@voetxcompanies.com
Name of Authorized Representative Nick Banchetti
Title Chief Operating Officer
Signature of Authorized Representative 
Date 11/03/20
TIPS Authorized Representative Name Meredith Barton
Title Chief Operating Officer
TIPS Authorized Representative Signature 
Approved by ESC Region 8 
Date 1/26/2021

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



201104

Vortex Companies Supplier Response

Event Information

Number: 201104
 Title: Pipe Bursting -2 Part with JOC
 Type: Request for Proposal
 Issue Date: 11/5/2020
 Deadline: 12/11/2020 03:00 PM (CT)
 Notes: This is a 2 PART solicitation. PART 1 is for projects that are not considered construction or a public work. It includes, but is not limited to, parts, supplies, maintenance services and repairs. PART 2 Job Order Contract (JOC) is for projects considered construction or public work projects. The determination of whether or not a project requires a PART 2 JOC is the responsibility of the TIPS member entity. Vendors are encouraged to respond to BOTH PARTS 1 and 2 to meet the needs of our members, but responses to both parts is not required.

Contact Information

Address: Region 8 Education Service Center
 4845 US Highway 271 North
 Pittsburg, TX 75686
 Phone: +1 (866) 839-8477
 Email: bids@tips-usa.com

Vortex Companies Information

Contact: Ryan Graham
 Address: 18150 Imperial Valley Drive
 Houston, TX 77060
 Phone: (713) 750-9081
 Email: rellison@vortexcompanies.com

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

Ronnie Ellison

Signature

Submitted at 12/11/2020 2:11:15 PM

rellison@vortexcompanies.com

Email

Requested Attachments

Vendor Agreement part 1

201104 Vendor Agreement PART 1 ONLY Signed.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form part 1

Vendor Agreement Signature Pages Part 1 Signed.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Vendor Agreement Part 2

201104 Vendor_Agreement_JOC_PART 2 ONLY Signed.pdf

If proposing on Part 2, the vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form Part 2

Vendor Agreement Signature Pages Part 2 Signed.pdf

If proposing on Part 2, the vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Part 1 Pricing Spreadsheet #1

TIPS Pricing - VTK (TIPS 1171105) NEW FOR BID.pdf

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

Part 1 Pricing Spreadsheet #2

TIPS Pricing - VTK (TIPS 1171105) NEW FOR BID.pdf

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

JOC Pricing of Itemized list of Means non-prepriced items

JOC Pricing of Itemized List of Means Non-Prepriced Items.xlsx

If you have items listed on the form titled "JOC Pricing of Itemized list of Means non-prepriced items" please complete the form and upload. If you have nothing to offer in this price sheet, just upload the form blank and put Not Applicable on the form.

References

VaughtRef_VS12.2020.pdf

Valid Reference Email addresses are REQUIRED on the spreadsheet. The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

Vortex Companies S&P.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. I does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty

No response

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Supplementary

Vortex Companies S&P 2.pdf

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

Unknown.png

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION

No response

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"

No response

If you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Form

Confidentiality Form Signed.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Bonding Capacity Letter from Surety/Insurance Company

Vortex GGL 12-9-20.pdf

REQUIRED IF YOU ARE PROPOSING ON PART 2 -Attach the Bonding Capacity Letter from Surety/Insurance Company. if you do not have one available at time of proposal, attached a letter stating it will be submitted when received to prove bonding capacity. No award can be made until official bonding capacity letter is received by TIPS.

Current W-9 Tax Form

Vortex Companies LLC W-9 (2020).pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

Bid Attributes

1 Yes - No

Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.

2 Yes - No

Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/>

or in a HUBZone as defined by the US Small Business Administration at <https://www.sba.gov/offices/headquarters/ohp>

Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

3 Yes - No

The Vendor can provide services and/or products to all 50 US States?

4 States Served:

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

At Vortex we repair, service and rehabilitate municipal and industrial water and sewer infrastructure using best-in-class trenchless technologies including bypass pumping (Sewer Bypass, Lift Station Backup, Pumping, Sludge Removal, Pre-treatment Sand Trap Pumping, Flood or Stormwater Drainage, Site Dewatering, Pump Watch), spin-cast pipe lining (Pipes, Culverts, and Tunnels, Manholes, Boxes and more), internal pipe seals, pipe coatings and pipe bursting.

6 Primary Contact Name

Primary Contact Name

7 Primary Contact Title

Primary Contact Title

8 Primary Contact Email

Primary Contact Email

9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 7137509081
10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 18332477943
11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 2816393237
12	Secondary Contact Name Secondary Contact Name Ronnie Ellison
13	Secondary Contact Title Secondary Contact Title Sales Support
14	Secondary Contact Email Secondary Contact Email rellison@vortexcompanies.com
15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 7137509081
16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 18332477943
17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 2816863111
18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. Nick Banchetti

19	Admin Fee Contact Email Admin Fee Contact Email nbanchetti
20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 7137509081
21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. Ryan Graham
22	Purchase Order Contact Email Purchase Order Contact Email rgraham@vortexcompanies.com
23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 7137509081
24	Company Website Company Website (Format - www.company.com) www.vortexcompanies.com
25	Federal ID Number Federal ID Number also known as the Employer Identification Number (EIN). Numeric only. (Format: 123456789) 364879397
26	Primary Address Primary Address 18150 Imperial Valley Drive
27	Primary Address City Primary Address City Houston
28	Primary Address State Primary Address State (2 Digit Abbreviation) TX
29	Primary Address Zip Primary Address Zip 77060

30

Search Words:

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

Vortex, Vortex Services, Pipe Bursting, CIPP, Cured in place Pipe, Pipe Rehabilitation, Trenchless Rehabilitation, Trenchless Construction, Culvert Rehabilitation, Sewer Rehab, Wastewater Rehab, Sanitary Sewer Rehab, Quadex, Quadex Lining Systems, Geokrete, Geopolymer, Manhole Rehab, Manhole Rehabilitation, Epoxy Lining, Cementitious Lining, Vortex Companies, Underground Infrastructure, Sewer Rehabilitation, Manhole Lining,

31

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant.

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Yes

32

Yes - No

Certification of Residency - The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. Does not affect scoring with TIPS.

Yes

33

Company Residence (City)

Vendor's principal place of business is in the city of?

Houston

34

Company Residence (State)

Vendor's principal place of business is in the state of?

TX

3
5

Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION

Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale.

Must answer with a number between 0% and 100%.

3
6

Yes - No

If awarded on Part 1 of the TIPS Contract, for the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on PART 1 of the Vendor's TIPS Contract, if any.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing Vendor may be applied.

3
7

TIPS administration fee

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor or the vendor's named resellers and as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

38

REQUIRED FOR PART 2 JOC - PRICING OF Regular Hours Coefficient

What is your regular hours coefficient for the RS Means Price Book? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)

Remember that this is a ceiling price proposed. You can discount lower than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing is included in the attachments for your information.

The below is an Example of how pricing model works (not intended to influence your proposed coefficient, you should propose a coefficient that you determine is right for your business):

To propose the exact pricing as the RS Means Unit Price Book, you would insert a 1.0 and to propose a 5% discount for the RS Means Price Book would be a .95 regular hours coefficient and so on.

39

REQUIRED FOR PART 2 JOC - PRICING OF After Hours Coefficient

What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)

Remember that this is a ceiling price proposed. You can discount to any TIPS Member customer a lower coefficient than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing titled "Pricing Coefficient Instruction" is included in the attachments for your information.

The below is an EXAMPLE of how the pricing model works (It is not intended to influence your proposed coefficient, you should propose a coefficient that you determine is reasonable for your business for the life of the contract): The most common after hours coefficient is time and a half of the RS Means Unit Price Book prices. To illustrate this coefficient, if your regular hours coefficient is .95, your after hours coefficient would be 1.45.

40

REQUIRED FOR 2 PART JOC - PRICING for Markup of Non-Prepriced Items in RS Means Unit Price Book

What is your proposed Markup Percentage on materials not found in the RS Means Price Book? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)

If any materials being utilized for a project cannot be found in the RS Means Price Book, this question is what is the markup percentage on those materials?

When answering this question please insert the number that represents your percentage of proposed markup. Example: if you are proposing a 30 percent markup, please insert the number "30".

Remember that this is a ceiling markup. You may markup a lesser percentage to the TIPS Member customer when pricing the project, but not a greater percentage.

EXAMPLE: You need special materials that are not in the RS Means Unit Price Book for a project. You would buy the materials and mark them up to the TIPS Member customer by the percentage you propose in this question. If the materials cost you, the contractor, \$100 and you proposed a markup on this question for the material of 30 percent, then you would charge the TIPS Member customer \$130 for the materials.

4
1

Yes - No

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

4
2

Yes - No

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

4
3

Years experience in this category of goods or services.

Company years experience in this category of goods or services?

4
4

Resellers:

Does the vendor have resellers that it will name under this contract?

Resellers are defined as other companies that sell your products under an agreement with you, as the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

4
5

Right of Refusal

Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?

46 NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

47 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.

You may find the Blank CIQ form on our website at:

Copy and Paste the following link into a new browser or tab:

<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>

There is an optional upload for this form provided if you have a conflict and must file the form.

No

48 Filing of Form CIQ

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

No response

49 Regulatory Standing

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

50 Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

No response

5
1

Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

5
2

Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

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Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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 1986 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.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes

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Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

Yes

55

2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

56

2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

57

2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

58

2 CFR PART 200 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes

59

2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

Yes

60

2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

Yes

6 1 2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include 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.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

Yes

6 2 Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

I HAVE NOT Lobbied per above

6 3 Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"

ONLY IF you answered "I HAVE Lobbied per above" to attribute above titled "[Certification Regarding Lobbying](#)", please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

6 4 Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

YES Page 33 of 46

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ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

ONLY IF YES TO THE ABOVE QUESTIONS OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

YES

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If proposing on PART 2, Davis-Bacon Act compliance.

IF proposing on PART 2, Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part S, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act {40 U.S.C. 314S), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

BY SUBMITTING A PROPOSAL FOR PART 2 OF THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE and if proposing on PART 2 of this solicitation.

67 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

By submitting a proposal to PART 2 of this solicitation and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

68 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Do you agree to these terms?

69 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

70 Remedies Explanation of No Answer

7 1	Choice of Law The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas. Do you agree to these terms? Agreed
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7 2	Venue, Jurisdiction and Service of Process Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas. Do you agree to these terms? Agreed
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7 3	Alternative Dispute Resolution Explanation of No Answer No response
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7 4	Infringement(s) The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved. Do you agree to these terms? Yes, I Agree
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7 5	Infringement(s) Explanation of No Answer No response
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7 6	Acts or Omissions The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor. Do you agree to these terms? Yes, I Agree
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7 7	Acts or Omissions Explanation of No Answer No response
7 8	Contract Governance Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language. Yes
7 9	Payment Terms and Funding Out Clause Payment Terms: TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member. Funding Out Clause: Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body. See statute(s) for specifics or consult your legal counsel. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms? Yes

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Insurance and Fingerprint Requirements Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
- (4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

☐ None

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Texas Business and Commerce Code § 272 Requirements as of 9-1-2017

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

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Texas Government Code 2270 Verification Form

Texas Government Code 2270 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

YES ☐

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Logos and other company marks

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

* Your Vendor Profile Page of TIPS website

* Potentially on TIPS website scroll bar for Top Performing Vendors

* TIPS Quarterly eNewsletter sent to TIPS Members

* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

85 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

86 Solicitation Exceptions/Deviations Explanation

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

87 Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement?

Yes

88 Agreement Exceptions/Deviations Explanation

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

No response

89 Long Term Cost Evaluation Criterion on PART 1 EVALUATION ONLY

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation".
Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

price increases will be <7% annually per question

90 Felony Conviction Notice

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

91 If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)

2. The named person's role in the firm, and

3. Details of Conviction(s).

No response

92 Required Confidentiality Claim Form

Required Confidentiality Claim Form

This form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at

rick.powell@tips-usa.com

93 Choice of Law clauses for TIPS Members

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

Agreed

94 Venue of dispute resolution with a TIPS Member

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

Agreed

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Indemnity Limitation with TIPS Members

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

Agreed

9
6

Arbitration Clauses

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

Agreement is a required condition to award of a contract resulting from this Solicitation.

Agreed

9
7

Upload of Current W-9 Required

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

TIPS RFP# 201104**Required Confidential Information Status Form**

Vortex Companies, LLC

Name of company

Nick Banchetti, Chief Operating Officer

Printed Name and Title of authorized company officer declaring below the confidential status of material

18150 Imperial Valley Drive

Houston

TX 77060

713-750-9081

Address

City

State ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission. (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW.**OPTION 1:**

I DO CLAIM parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED. _____ EST IS MADE FOR

Signature

OR**OPTION 2:**

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature

Date

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12/10/20



CIVIL INFRASTRUCTURE SOLUTIONS

Vortex Companies Services: <https://www.vortexcompanies.com/services/>

Vortex Companies Products: <https://www.vortexcompanies.com/products/>

Vortex Companies Catalog & Brochures: <https://www.vortexcompanies.com/catalog/>

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.
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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. Vortex Companies LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>P</u> 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. 18150 Imperial Valley Drive	Requester's name and address (optional)
	6 City, state, and ZIP code Houston, TX 77060	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-			-		
3	6	-	4	8	7	9	3	9	7

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 ▶ <i>Bailey Carroll</i>	Date ▶ 2020
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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.



STAFF REPORT

MEETING: City Council - 06 Dec 2022

TITLE:

Consider a Resolution approving the terms and conditions of a Master Interlocal Agreement between Dallas County and the City of Duncanville pertaining to road and bridge transportation-related improvements and/or maintenance on or about certain designated roadways situated within the territorial limits of the City of Duncanville.

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, PE, MBA, Director of Public Works (Interim)

BACKGROUND/HISTORY:

On August 15, 2017, the City entered into a Master Interlocal Agreement with Dallas County, allowing the use of Dallas County forces for transportation-related maintenance projects. This contract expires on December 31, 2022.

Dallas County has prepared a new Master Interlocal Agreement outlining Duncanville's responsibilities, obligations, expectations, and duration when undertaking road maintenance activities. This agreement will provide for continued partnership using Dallas County forces until December 31, 2027. Project-specific contracts will be required to be executed for each roadway maintenance project commenced under this Master Interlocal Agreement. Therefore this agreement is not specific to particular projects.

POLICY EXPLANATION:

The City routinely uses Dallas County forces for street maintenance and striping projects. Dallas County can often provide these services at a more cost-effective rate than Duncanville or quotes received via the bidding process.

FUNDING SOURCE:

ORG and Object Number

NA

Available Budget

NA

Purchase Amount

NA

After Encumber

NA

ACTION ALTERNATIVES:

1. Approve the terms and conditions of the Master Interlocal Agreement between Dallas County and the City of Duncanville for road and bridge transportation-related improvements and/or maintenance on designated roadways situated within the City of Duncanville through December 31, 2027.
2. Do not approve the terms and conditions as outlined.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2022-113 - Road and Bridge Transportation-Related Improvements/Maintenance Master Interlocal Agreement with Exhibit](#)

RESOLUTION NO. 2022-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A MASTER INTERLOCAL AGREEMENT BETWEEN DALLAS COUNTY AND THE CITY OF DUNCANVILLE PERTAINING TO ROAD AND BRIDGE TRANSPORTATION-RELATED IMPROVEMENTS AND/OR MAINTENANCE ON OR ABOUT CERTAIN DESIGNATED ROADWAYS SITUATED WITHIN THE TERRITORIAL LIMITS OF THE CITY OF DUNCANVILLE THROUGH DECEMBER 31, 2027, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville is authorized under Chapter 791, Texas Government Code, and Chapters 251 and 472, Texas Transportation Code, to enter into agreements between local governments for the performance of governmental functions and services; and

WHEREAS, Dallas County and the City of Duncanville desire to enter into a Master Interlocal Agreement to utilize Dallas County forces for transportation improvements and/or maintenance on roads inside Dallas County through December 31, 2027; and

WHEREAS, the Master Interlocal Agreement allows joint coordinating, facilitating and/or funding improvements and/or maintenance activity on certain duly qualified "Type B" roadways and bridges and "Type C" roadways situated wholly within the territorial limits of the City of Duncanville; and

WHEREAS, the Master Interlocal Agreement allows improvements and/or maintenance to various "Type E" roadways, alleys, streets, bridges, and drainage facilities situated wholly within the territorial limits of the City of Duncanville; and

WHEREAS, the Master Interlocal Agreement allows minor transportation-related improvements and/or maintenance services not falling squarely within the purview of "Type B" or "Type E" roadway projects and are to be performed on or about public roadways and alleyways situated wholly within the territorial limits of the City of Duncanville; and

WHEREAS, this collaboration between Dallas County and the City of Duncanville is consistent with Dallas County's Administrative Plan in that it fosters partnerships between the County and local cities therein on local transportation projects.

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 authorizes, approves, and accepts the terms and conditions of the Master Interlocal Agreement between Dallas County and the City of Duncanville pertaining to road and bridge transportation-related improvements and/or maintenance on or about certain designated roadways situated within the territorial limits of the City of Duncanville through December 31, 2027.

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager to execute the necessary documents to conform to this Resolution as appropriate.

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 6th day of December, 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Janie Willman, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit A

**MASTER INTERLOCAL AGREEMENT
BETWEEN DALLAS COUNTY AND THE CITY OF DUNCANVILLE, TEXAS
PERTAINING TO ROAD AND BRIDGE TRANSPORTATION-RELATED
IMPROVEMENTS AND/OR MAINTENANCE ON OR ABOUT CERTAIN
DESIGNATED ROADWAYS SITUATED WITHIN THE TERRITORIAL
LIMITS OF THE CITY/TOWN OF _____**

This Master Interlocal Agreement is made by and between Dallas County, Texas, hereinafter (“County”) and the City of Duncanville, Texas, hereinafter (“City/Town” refers to the applicable City or Town, which is a party to this Master Interlocal Agreement) acting by and through their duly authorized representatives and officials, which desire to enter into an Interlocal Agreement, hereinafter (“Master Agreement”) for the purpose of transportation improvements and/or maintenance on roads inside Dallas County.

WHEREAS, pursuant to Court Order _____, dated _____, County Commissioners Court approved participation in transportation projects within the City of Duncanville;

WHEREAS, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract amongst themselves for the performance of governmental functions and services;

WHEREAS, the County and the City/Town desire to enter into an Interlocal Agreement (“Master Agreement”) for the purpose of coordinating, facilitating and/or funding improvements and/or maintenance activity on certain duly qualified “Type A” roadways and bridges, which are situated within the unincorporated portions of the County that are on public right-of-way;

WHEREAS, the County and the City/Town desire to enter into an Interlocal Agreement (“Master Agreement”) for the purpose of coordinating, facilitating and/or funding improvements and/or maintenance activity on certain duly qualified “Type B” roadways and bridges, which are situated wholly within the territorial limits of the City/Town;

WHEREAS, the County and the City/Town desire to enter into an Interlocal Agreement (“Master Agreement”) for the purpose of coordinating, facilitating and/or funding improvements and/or maintenance activity on certain duly qualified “Type C” roadways, which are situated wholly within the territorial limits of the City/Town;

WHEREAS, the County and the City/Town desire to enter into an Interlocal Agreement (“Master Agreement”) for the purpose of the City/Town retaining and authorizing the County, through its Road & Bridge forces, to improve and/or maintain various “Type E” roadways, alleys, streets, bridges and drainage facilities, which are situated wholly within the territorial limits of the City/Town;

WHEREAS, the County and the City/Town desire to enter into an Interlocal Agreement (“Master Agreement”) for the purpose of the City/Town authorizing and retaining the County, through its Road & Bridge forces, to perform minor transportation-related improvements and/or maintenance

services, including but not limited to pothole repair; cleaning and clearing of drainage culverts; roadway debris removal; and the like, which services do not fall squarely within the purview of “Type B” or “Type E” roadway projects, such projects are to be performed on or about public roadways and alleyways, which are situated wholly within the territorial limits of the City/Town; and

WHEREAS, this collaboration between the County and the City/Town is consistent with the County’s Administrative Plan as the County is a proactive regional partner in that it fosters partnerships between the County and local cities therein on local transportation projects. This collaboration between the County and the City/Town is also consistent with the County’s Vision Statement to improve people’s lives.

NOW THEREFORE, THIS MASTER AGREEMENT is hereby made and entered into between the County and the City/Town for the mutual consideration stated herein:

ARTICLE I. PURPOSE

City/Town has requested in the past, and will likely request in the foreseeable future (1) that the County provide funding of certain roadway and/or bridge improvements and/or maintenance projects (“projects”) within the unincorporated portions of the County that are on public right-of-way, which projects shall be duly qualified “Type A” Roadway Projects; (2) that the County participate in the funding of certain roadway improvements and/or maintenance projects (“projects”) on the City/Town’s street system, which projects shall be duly qualified “Type B” Roadway Projects; (3) that County participate in the funding of certain roadway improvements and/or maintenance projects (“projects”) on the City/Town’s street system, which projects shall be duly qualified “Type C” Roadway Projects; (4) that the County provide certain roadway improvements and/or maintenance services (“projects”) on the City/Town’s street system, which projects shall be duly qualified “Type E” Projects on streets, alleys, roads, bridges and drainage facilities for the City/Town; or (5) that the County, through its Road & Bridge forces, perform certain minor transportation-related improvements and/or maintenance services on or about the City/Town’s streets, alleys, and roads, which do not fall squarely within the collaborations contemplated by the aforementioned. The terms and conditions set forth herein provide the cooperative framework for the County and the City/Town to undertake one or more of these transportation-related improvements and/or maintenance projects upon public roadways that are situated wholly within the incorporated and territorial jurisdiction of the City/Town, said roadways being of significance and benefit to the County.

Each roadway improvements and/or maintenance project commenced hereunder shall be fully and specifically set forth and described in a separate Project Specific Agreement hereinafter (“PSA”), and shall be approved by specific order of the Commissioners Court of Dallas County, as well as the governing body of the City/Town.

Projects undertaken pursuant to this Master Agreement are for the benefit of the City/Town and the County, and not the purposeful benefit of any third parties. It is the express intention of the City/Town and the County that any person or entity, other than the City/Town or the County, receiving services or benefits hereunder shall be deemed incidental beneficiaries only.

Nothing herein shall be construed so as to prevent the County and the City/Town from collaborating and working jointly, without prior and formal approval of their respective governing bodies, in cases of national, state or local emergencies or natural disasters. See Tex. Gov't Code Ann. § 791.027 (West 1991). See also Dallas County Code Chapter 102, Section 102-5 (e) regarding minor maintenance in response to emergency road conditions or for purposes of natural disaster relief requested by other governmental jurisdictions.

ARTICLE II. DEFINITIONS

The following definitions for the types of roads listed below are incorporated by reference into this Master Agreement for all purposes.

1. Type A: Improvements and maintenance of roads and bridges located within the unincorporated portions of the County that are on public right-of-way. This includes roads within court-approved subdivisions in which the improvements and rights-of-way have been dedicated to the County and accepted by the Commissioners Court.
2. Type B: Improvements and maintenance of thoroughfares and bridges of major cross-county importance which are either existing or proposed. The Regional Thoroughfare Plan for North Central Texas Council of Governments and Dallas County Mobility Plan will be used as a guide to determine which thoroughfares are of major cross-county importance.
3. Type C: Improvements and maintenance of thoroughfares which are affected by state highway programs, planning and policies, including right-of-way, curb and gutter, and storm sewer projects that participate with state department of highways and public transportation as designated by the state as being part of the state highway system.
4. Type E: Improvements and maintenance of streets, alleys, roads, bridges and drainage facilities for a local governmental entity as defined under Chapter 791 of the Tex. Gov't Code Ann. (West 1999).

ARTICLE III. PERIOD/TERM OF THE MASTER AGREEMENT

This Master Agreement becomes effective when signed by the last party whose signing makes the respective Master Agreement fully executed (the "Effective Date"). This Master Agreement shall expire December 31, 2027, unless terminated in accordance with Article IV. of this Master Agreement.

ARTICLE IV. TERMINATION AND FORCE MAJEURE

A. TERMINATION

- a. This Master Agreement may be terminated by any of the following conditions:
 1. By expiration of the Period/Term of the Master Agreement.

2. By either party, by providing written notice of termination for any reason with ninety (90) days written notice to the other party pursuant to Article XIII., Paragraph E. of this Master Agreement.
- b. Either party shall have the right to retain copies of all data, information, engineering, studies, or other items produced to the date of termination.
- c. Provisions a. through c. of this Article IV, Section A, shall survive the termination of this Master Agreement.

B. FORCE MAJEURE

Neither County nor City/Town shall be in default or responsible for delays or failures in performance resulting from causes reasonably beyond its control and not attributable to its neglect. Such acts include but are not limited to acts of God, fire, storm, pandemic, epidemic, flood, earthquake, natural disaster, nuclear accident, strike, air traffic disruption, invasion, insurrection, lockout, stoppage of labor, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. If reasonably practical, the party claiming the suspension shall give notice of such impediment or delay in performance to the other party within ten (10) days of the knowledge of such occurrence. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other party written notice thereof and shall resume performance under this Master Agreement as soon as practicable. In the event of such an occurrence, the time for performance of such obligations or duty shall be suspended until such time that such inability to perform, shall be removed. Each party shall make all reasonable efforts to mitigate the effects of any suspension. The provisions of this Article IV, Section B, shall survive the termination of this Master Agreement.

ARTICLE V. IMMUNITY AND LIABILITY FOR ACTS AND OMISSIONS

County and City/Town agree that no provision of this Master Agreement is in any way intended to constitute a waiver of any immunities from suit or liability, or a waiver of any tort limitation, that the parties have by operation of law, or otherwise. County and City/Town agree that both County and City/Town shall each be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Master Agreement without waiving any governmental/sovereign immunity available to the County or the City/Town or their respective officials, officers, employees or agents under Texas or other law and without waiving any available defenses under Texas or other law. In the event of joint and concurrent negligence of the parties to this Master Agreement, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any defenses, including governmental/sovereign immunity, or other defenses available to the parties under federal or Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. The provisions of this Article V. shall survive the termination, expiration, or cancellation of this Master Agreement, or any determination that this Master Agreement or any portion hereof is void, voidable, invalid, or unenforceable.

ARTICLE VI. CITY/TOWN'S FUNDING CONTRIBUTION

For "Type A" projects, the City/Town shall be responsible for zero percent (0%) of the funding and payment for the roadway and/or bridges improvements and/or maintenance services.

For duly qualified "Type B" and "Type C" projects contemplated hereunder, the City/Town shall be responsible for the total funding and payment for the roadway improvements and/or maintenance services, less any amounts contributed by the County, which contributions, if any by the County, may not exceed fifty percent (50%) of the actual total project costs, and may be made through commitment of financial resources or in-kind services, i.e., use of County's labor, equipment and/or materials.

For "Type E" projects and all other projects contemplated hereunder, the City/Town shall be responsible for one hundred percent (100%) of the funding and payment for services provided in whole or in part through the use of County Road & Bridge personnel, equipment and/or materials.

Pursuant to § 791.011(d)(3) of the Texas Government Code, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. All expenditures herein undertaken by the City/Town and/or the County for the performance of these governmental functions or services shall be made from current revenues available to them.

ARTICLE VII. CITY/TOWN'S OBLIGATIONS

Prior to the commencement of any project hereunder, the City/Town shall clearly detail the location and type of project, along with the scope and nature of the services to be performed in a document other than an interlocal agreement ("Master Agreement"). Should the City/Town desire that the County, through deployment of its Road & Bridge workforces, perform such services, the County shall prepare a written and detailed proposal for the City/Town's consideration and approval, indicating all work to be performed by the County, and at what costs and expense to the City/Town. Before any such work commences on a project, the City/Town and the County must have a clear and mutual understanding of the scope of services and/or funding to be provided by the County and the City/Town, describe the type of project to be undertaken; identify the project's location; the costs associated with such project; and be approved by the Commissioners Court of the County. Said mutual understanding between the County and the City/Town shall be evidenced by written documentation in a document other than the interlocal agreement, i.e. in a Project Specific Agreement, which shall only be binding once approved by the Commissioners Court of County and the governing body of the City/Town. The County may not accept and the City/Town may not offer payment for a project undertaken without approval of the Commissioners Court of the County and the governing body of the City/Town, and shall only be binding once approved by the County and the governing body of the City/Town.

For all projects wherein the County is obligated to provide improvements and/or maintenance services, once approved by the Commissioners Court of the County and immediately upon the County's commencement of work duly authorized by them, the City/Town shall set aside,

segregate and escrow for the County's benefit, the total estimated amount of the project for each project undertaken. County may elect to bill against segregated funds on a monthly basis for services performed during the course of the month, or it may bill against the segregated funds in full once a project is completed. In either event, the County shall be paid promptly, and in full once the project is completed.

Where required by the nature of the projects undertaken, the City/Town, at its own expense, shall be responsible for the following: (1) informing the public of the proposed improvements, maintenance or construction activity regarding the project; (2) acquiring any right-of-way necessary to complete the project under consideration; (3) locating all manholes, water valves, and other utilities within the project; (4) making or causing to be made, all utility relocations or adjustments necessary for the execution and completion of the project; (5) remediating any hazardous or regulated materials, or other environmental hazards on or near the project site; and (6) where necessary, providing appropriate traffic control support, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, police presence, etc., to enable the project to be completed in a timely and safe manner. City/Town agrees to accomplish these functions, if required by the project under consideration, in a timely and efficient manner to ensure that such activity will not delay the County's timely performance of its improvements and/or maintenance activities.

City/Town agrees to permit the County, at the County's expense, to conduct routine special studies of traffic conditions within the City/Town, which studies may include traffic counts, measurements of speeds, delays, congestion, etc.

City/Town agrees to comply with Chapter 251 of the Tex. Transp. Code Ann. (West 1995) and the current Dallas County Code, (1-19-2021, Chapter 102 Road and Bridge District, Article III, Section 102-71 through Section 102-107, regarding road/street names/address policy and guidelines. This Master Agreement references the most current edition of the Dallas County Code. Amendments, updates, additions, or supplements may be issued by Dallas County, which may be provided to the city/town on an as-needed basis, during the term of this Master Agreement.

ARTICLE VIII. COUNTY'S CONTRIBUTION

For all projects contemplated hereunder, the County shall contribute as follows:

1. For "Type A" roadways and bridges, the County shall be responsible for one hundred percent (100%) of the funding and payment for the roadway and bridges improvements and/or maintenance services.
2. For all duly qualified "Type B" and "Type C" roadway projects, the County shall contribute an amount not to exceed fifty percent (50%) of the total actual project costs, which contribution may be through pledge and commitment of County Road and Bridge funds, use of County Road and Bridge personnel and/or equipment, or a combination of the two.
3. For "Type E" roadway projects and all other duly qualified projects, the County's

contribution hereunder shall be limited solely to supplying labor, materials and/or equipment necessary to provide improvements and/or maintenance services, all of which shall be provided at the City/Town's, or another funding source's, expense at one hundred percent (100%).

ARTICLE IX. COUNTY'S OBLIGATIONS

County shall not undertake performance of any project hereunder, until such time as same has been specifically approved per the protocols set forth in Article I. as listed above and incorporated herein by reference. Once so approved, if called upon to do so, the County shall perform all services contemplated hereunder in a good and workmanlike manner. Further, the County shall not assign its rights, or delegate its duties and obligations hereunder to any third party without prior written approval of the City/Town and formal approval by the governing body of each party. Nothing herein shall be construed to prohibit the County from using subcontractors, where reasonably necessary, to aid in the completion of projects.

Should the County, in executing any project contemplated hereunder, encounter adverse conditions unforeseen by the City/Town or the County, the County shall immediately bring same to the attention of the City/Town, and await direction and guidance from the City/Town on the resolution of same. Where reasonably required by nature of the unknown condition, the County may cease performance hereunder until such time as adverse conditions are rectified or remedied by the City/Town, and such delay shall not constitute a material breach of this Master Agreement.

ARTICLE X. FISCAL FUNDING

Notwithstanding anything to the contrary herein, this Master Agreement is expressly contingent upon the availability of County funding for each item and obligation contained herein. City/Town shall have no right of action against the County as regards this Master Agreement, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this Master Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Master Agreement or failure of any funding party to budget or authorize funding for this Master Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this Master Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791 of the Texas Government Code.

Notwithstanding anything to the contrary herein, this Master Agreement is expressly contingent upon the availability of City/Town funding for each item and obligation contained herein. County shall have no right of action against the City/Town as regards this Master Agreement, specifically including any funding by City/Town of the Project in the event that the City/Town is unable to fulfill its obligations under this Master Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Master Agreement or failure of any funding party to budget or authorize funding for this Master Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City/Town, at its sole discretion, may provide funds from a separate source or terminate this

Master Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791 of the Texas Government Code.

ARTICLE XI. ORPHAN ROAD POLICY

- A. Orphan road shall mean all or part of a street or road right-of-way, which is outside the incorporated limits of a municipality/municipalities and the incorporated area of the municipality/municipalities abuts or extends into the right-of-way. Type “A” improvements and maintenance of roads and bridges located within the unincorporated portions of the County that are on public right-of-way, which includes roads within court-approved subdivisions in which the improvements and rights-of-way have been dedicated to the county and accepted by the County’s Commissioners Court. These roadway segments have, in effect, been “orphaned” by the abutting City/Town (or cities) that they serve in that they have been left unincorporated. Thus, the County has primary responsibility for maintenance, operation, enforcement, police and/or emergency services within these unincorporated rights-of-way.
- B. The County encourages all Cities adjacent to orphan roads in the County to develop, commit to and submit a plan to the County for completing the annexation of the orphan road segments and assuming full responsibility for these roadways. In instances where two cities abut the same orphan road segment, the County encourages the two cities to jointly develop a plan for the annexation of that segment. The County offers its assistance to the cities in developing such plans.
- C. The County, at the discretion of the Commissioners Court, may give additional selection value to projects in Cities that have submitted a specific plan for the annexation of orphan roads when the County selects, approves, and schedules projects for road and bridge district participation in funding (“Type B” work). Such preference may also be given in approving projects for funding in the County’s major capital improvement program (“MCIP”).
- D. The County, at the discretion of the Commissioners Court, may also refuse to participate in discretionary projects, such as road and bridge district projects or MCIP projects, in a City that elects not to pursue the annexation of orphan road segments that abut its boundaries. Failure to notify the County of the City’s intent to annex and/or failure to submit a plan for annexation in a timely manner shall be construed by the County as the City’s election not to pursue annexation.
- E. The County, at the discretion of the Commissioners Court, may select specific orphan road segments for improvement when a City commits to annexation of the segment upon completion of the project. However, the specific plan for annexation of orphan roads submitted by the City will not be limited to annexation upon completion of improvements by the County. The County improvements may be made as road and bridge projects or as MCIP Projects (subject to other MCIP criteria, including but not limited to the Regional Thoroughfare Plan for North Central Texas Council of Governments and the Dallas County Mobility Plan designation and City cost participation).
- F. This policy application is prospective and projects selected by the County and approved by the Commissioners Court prior to the date of the adoption of this policy shall not be impacted by this policy.

- G. The County shall provide written notification of the adoption of, and future revisions of, this policy to the cities abutting orphan road segments.
 - H. The Director of the County's Public Works Department shall maintain a listing of orphan roads and the city or cities they abut and shall provide updates to the Commissioners Court and to the cities as changes occur. The listing and changes to the listing shall be based on municipal boundary and annexation information provided to the County's Public Works Department by the cities as required by Tex. Loc. Gov't Code, § 242.001(c).
 - I. The provisions of this Article XI of this Master Agreement shall survive the termination of this Master Agreement.
- (Dallas County Code, Chapter 102, Article IV, Sec. 102-131 - 102-133, 1-19-2021).

ARTICLE XII. SMALL WATERSHED DAMS

Small watershed dam/dams shall mean floodwater retarding structures that were constructed by the United States Department of Agriculture ("USDA") Natural Resources Conservation Service ("NRCS"), formerly named the Soil Conservation Service ("SCS"), in watersheds less than 250,000 acres under the authority of the Flood Control Act of 1944 and the Watershed Protection and Flood Prevention Act of 1954. These structures typically have earthen embankments with principal and auxiliary spillways.

The County encourages all cities/towns adjacent to small watershed dams maintained by the County to develop, commit to and submit a plan to the County for assuming full responsibility for the operations and maintenance of these dams. In instances where more than one city/town abuts a small watershed dam, the County encourages the cities/towns to develop a plan for operation and maintenance of the dam. The County offers its assistance to the cities/towns in developing such plans.

- A. The County, at the discretion of the Commissioners Court, may refuse to participate in road and bridge district projects or MCIP projects in a City/Town that elects not to pursue accepting full responsibility for the operations and maintenance of small watershed dams within their jurisdiction. Failure to notify the County of the City/Town's intent to submit a plan for operations and maintenance of small watershed dams in a timely manner shall be construed by the County as the City/Town's election not to pursue operations and maintenance of these dams.
- B. Projects selected by the County and approved by the Commissioners Court prior to the Effective Date of the adoption of this policy, shall not be impacted by this policy.
- C. The County shall provide written notification of the adoption of, and future revisions of, this policy to the cities abutting small watershed dams.
- D. The provisions of this Article XII shall survive the termination of this Master Agreement.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

A. **Applicable Law and Venue.** This Master Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this Master Agreement and all matters pertinent thereto filed by either the County or the City/Town shall be in Dallas County, Texas. Notwithstanding anything herein to the contrary, this Master Agreement is expressly made subject to the County's and the City/Town's governmental and/or sovereign Immunity, pursuant to Title 5 of Texas Civil Practice and Remedies Code, and all applicable State of Texas and federal laws.

B. **Entire Agreement.** This Master Agreement constitutes the entire agreement between the parties respecting the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, whether oral or in writing, between the parties respecting the same, and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.

C. **Severability.** If one or more provisions in this Master Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this Master Agreement to be invalid, illegal or unenforceable, but this Master Agreement shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this Master Agreement, which shall remain in full force and effect.

D. **Amendment.** This Master Agreement may be supplemented and/or amended at any time through the mutual consent of both the County and the City/Town. Any supplement or amendment must be in writing and approved by the parties' respective governing bodies through either a Court Order from the Commissioners Court of the County or a Resolution from the City/Town Council.

E. **Notice.** All notices, requests, demands, and other communication under this Master Agreement shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

COUNTY:
 Director of Public Works
 Records Building
 500 Elm Street, Suite 5300
 Dallas, Texas 75202

CITY OF DUNCANVILLE, TEXAS:
 203 E. Wheatland Rd.
 Duncanville, Texas 75116_
 Attn: City Manager_____

Either party may change its address for notice by giving the other party written notice thereof.

- F. **Counterparts.** This Master Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- G. **Headings.** The headings and titles used herein are for sake of convenience only, and are not intended to affect the interpretation or construction of such provisions.
- H. **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Master Agreement does not preclude pursuit of other remedies in this Master Agreement or as provided by law.
- I. **Assignment.** This Master Agreement may not be assigned or transferred by either party without the prior written consent of the other party and formal approval by the governing body of each party.
- J. **Binding Agreement, Parties Bound.** When this Master Agreement has been duly executed and delivered by both parties, this Master Agreement shall constitute a legal, valid, and binding obligation of the parties, their successors, and permitted assigns.
- K. **Number and Gender.** Words of any gender used in this Master Agreement shall be held and construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.
- L. **Effective Date.** This Master Agreement becomes effective when signed by the last party whose signing makes the respective Master Agreement fully executed (the "Effective Date").
- M. **No Joint Enterprise/Venture.** City/Town and County agree that neither party is an agent, servant, or employee of the other party. The parties, including their agents, servants, or employees, are independent contractors, and not an agent, servant, joint enterprise/venture, or employee of any other party, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents, servants, or employees in conjunction with this Master Agreement. No joint enterprise/venture exists between the City/Town and County.
- N. **Contingent.** This Master Agreement is expressly contingent upon formal approval by the Commissioners Court of Dallas County and the governing body of the City/Town of _____, Texas.

(the remainder of this page intentionally left blank)

The City/Town of _____, State of Texas, has executed this Master Agreement pursuant to duly authorized City/Town Council Action on the ____ day of _____, 2022.

The County of Dallas, State of Texas, has executed this Master Agreement pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2022.

CITY OF DUNCANVILLE, TEXAS

COUNTY OF DALLAS:

Aretha Ferrell Benavides, CITYMANAGER

CLAY LEWIS JENKINS
COUNTY JUDGE

Date: _____

Date: _____

ATTEST:

Janie Willman, CITY SECRETARY

APPROVED AS TO FORM:

APPROVED AS TO FORM:*
JOHN CREUZOT
DISTRICT ATTORNEY

Robert E. Hager, City Attorney

Jana Prigmore Ferguson
Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).



STAFF REPORT

MEETING: City Council - 06 Dec 2022

TITLE:

Consider a Resolution authorizing the purchase of Library Materials (Books) as needed from Brodart Company through the Texas Multiple Award Schedule (TXMAS) contract #715-M2, with an estimated expenditure of \$65,800.00.

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.
- **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:

Julio Velasquez, Library Director

BACKGROUND/HISTORY:

The City of Duncanville purchases and processes between 4,000 and 6,000 new library materials annually. The City currently has one library branch located at 201 James Collins Boulevard. The Duncanville Public Library provides a collection of materials in various formats for loan as well as in-house use. The collection contains over 100,000 items, with annual circulation of 96,000. Items include books in various languages and bindings, DVDs, and audiobooks on CD.

POLICY EXPLANATION:

The City has been purchasing books from Brodart Company for over nineteen years. Various cooperative contracts have been utilized in recent years, primarily via the Texas Comptroller's Office. This contract is effective through October 31, 2023, and offers discounts from the book list price. Staff estimates contract expenditures over the next twelve months of \$65,800.00. In FY22, the City spent \$69,911.00 with Brodart Company, utilizing the same contract.

This authorization would cover the purchase of this commodity on an as-needed basis through October 31, 2023.

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

FUNDING SOURCE:

ORG and Object Number
01011600-700887

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$110,000.00	\$65,800.00	\$44,200.00

ACTION ALTERNATIVES:

1. Approve funding in the amount of \$65,800.00 to perform the purchase of library materials.
2. Do not provide funding for Staff to procure library materials.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2022-114 - Library Materials Purchase - Brodart Contract - Pdf](#)

RESOLUTION NO. 2022-114

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PURCHASE OF LIBRARY MATERIALS (BOOKS) FROM BRODART COMPANY THROUGH THE TEXAS MULTIPLE AWARD SCHEDULE (TXMAS) CONTRACT #715-M2, WITH AN ESTIMATED EXPENDITURE AMOUNT OF \$65,800.00; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to provide library books for the public's use; and

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

WHEREAS, the Purchasing department has taken competitive sealed bids and awarded contract #715-M2 to Brodart Company for the purchase of library materials which includes books; and

WHEREAS, the City of Duncanville estimates that its purchases will exceed \$50,000.00 and thus purchases from this contract require 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, Texas authorizes purchases to be made from Brodart Company through TXMAS contract #715-M2 in accordance with the contract pricing heretofore attached as Exhibit "A".

SECTION 2. That the City Council of the City of Duncanville hereby authorizes the City Manager, or her designee, to execute the appropriate and necessary documents.

SECTION 3. The City Council of the City of Duncanville authorizes purchases to be made in the amount of \$65,800.00.

SECTION 4. That purchases made are subject to Council approval of the applicable fiscal year budget providing for or covering such contract item as an expenditure therein. Should funding not be approved by the City Council for any given budget year during the contract term, the authorization will terminate and become null and void.

SECTION 5. That this resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 6th day of December, 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Janie Willman, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Contract Item List

Contract No. 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services

Brodart Co.

		K-12 School Libraries Category	Public Libraries (City, Regional, etc.) Category	Academic Institutions Category	State Agencies and Co-Op Member Category
Electronic and Digital Materials					
Category 1	Digital pre-loaded; all-in-one audio books	22%	22%	22%	22%
Category 2	Digital pre-loaded; all-in-one audio book pack kits	N/A	N/A	N/A	N/A
Category 3	Digital pre-loaded	N/A	N/A	N/A	N/A
Category 4	Audiovisual Pre-loaded; Device included	N/A	N/A	N/A	N/A
Print Materials					
Category 5	Adult trade; fiction/non-fiction hardbound	46.50%	46.50%	46.50%	46.50%
Category 6	Adult trade; fiction/non-fiction paperback	40%	40%	40%	40%
Category 7	Juvenile trade; fiction/non-fiction hardbound	46.50%	46.50%	46.50%	46.50%
Category 8	Juvenile trade; fiction/non-fiction paperback	40%	40%	40%	40%
Category 9	Mass market paperback; rack	40%	40%	40%	40%
Category 10	Non-trade publication; hardbound	12%	12%	12%	12%
Category 11	Non-trade publications; paperback	12%	12%	12%	12%
Category 12	University press	12%	12%	12%	12%
Category 13	Adult library bound; fiction/non-fiction	23%	23%	23%	23%
Category 14	Juvenile library bound; fiction/non-fiction	23%	23%	23%	23%
Category 15	Pre-bound hardbound	N/A	N/A	N/A	N/A
Category 16	Pre-bound paperback	23%	23%	23%	23%
Nonstandard Formats					
Category 17	Music/Audio Compacts Disc; Pre-recorded	N/A	N/A	N/A	N/A
Category 18	Music/Audio Record Disc, Vinyl; Pre-recorded	N/A	N/A	N/A	N/A
Category 19	Audiovisual DVD/Blue-ray pre-recorded; feature/non-feature films	N/A	N/A	N/A	N/A
Category 20	Spoken word/audio compact disc pre-recorded; abridged	40%	40%	40%	40%
Category 21	Spoken word/audio compact disc pre-recorded; un-abridged	40%	40%	40%	40%
Category 22	Spoken word/audio MP3 format pre-recorded; un-abridged	40%	40%	40%	40%

*N/A = not awarded

Contract Item List**Contract No. 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services****Brodart Co.**

Premium Processing - Shelf-Ready	Base Price	Description
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, and Standard MARC Record	.99	Brodarts Starter Cataloging & Processing Service.
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, RFID Tag (programmed and applied), and Standard MARC Record	1.24	Brodarts Starter Cataloging & Processing Service. The pricing reflects the RFID tag being supplied by the library, Brodart applied and linked.

Processing Services	Base Price	Description
Brief MARC Record	No Charge	If Vendor Offers MARC records, a Brief MARC Record Shall Be Free of Charge, Per the Terms of This RFP
Full MARC Record	.25	per item - Starter cataloging record
Mylar Jacket	.55	per item - supplied and applied by Brodart tape or glued
Barcode Label	.19	per item - supplied and applied by Brodart
Label (per application-Customer supplied)	.15	per label - customer supplied
Label (per application-Vendor supplied)	.19	per label - Brodart supplied
Genre Label	.19	per label - Brodart supplied
Spine Label	.19	per label - Brodart supplied
Label Protector	.20	per label protector - Brodart supplied
Pocket (paper)	.15	per item - Brodart supplied
Pocket (vinyl)	.20	per item - Brodart supplied
Property Stamp (per impression)	.15	one stamp per location
Spine Tape (inside)	.25	per item - 1" tape applied to inside cover
Spine Tape (Outside)	.25	per item - 1" tape applied to outside cover

Audio Visual Processing and Accessories	Base Price	Description
Digital Processing for Media	N/A	N/A
Format Conversion Service	N/A	N/A
Hub Label (per application)	N/A	N/A
Shrink Wrap Removal	N/A	N/A
DVD/CD Case, Holds Single Disc (Paper)	N/A	N/A
DVD/CD Case, Holds Single Disc (Plastic)	N/A	N/A
DVD/CD Case, Holds Multiple Discs	N/A	N/A
DVD/CD Case, Locking	N/A	N/A
Spoken Audio CD Case; Various Capacities	N/A	N/A

Laminated Paperback Covers	Base Price	Description
Polypropylene Laminate; Various Thicknesses	2.00	BrodartGuard - Paperback reinforced with laminate to increase circulation durability.
Vinyl Laminate; Various Thicknesses	4.50	BrodartConvert - Paperbacks transformed into hardcovers for little more than the cost of a paperback.

RFID/Theft Deterrents	Base Price	Description
Pre-programmed RFID/Barcode Set (1 Barcode); Applied to book	.35	<i>This pricing reflects the RFID tag being supplied by the library.</i>
RFID ("universal" tag programmed and applied)	.25	This pricing reflects the RFID tag being supplied by the library.
CD/DVD Overlay RFID Tag	N/A	N/A
Theft Deterrent Tape/Strip	.45	3M and Checkpoint

Additional Processing Components

Flex Cataloging & Processing Services - \$2.70 (Includes custom MARC record, mylar jacket or label protector, date or property stamp, spine label, genre label and barcode label)

Compleat Cataloging & Processing service - \$3.25 - \$4.50 depending on Cataloging specifications and Processing components

Vendor supplied universal RIFD tag and barcode number encoding - \$.60 per item

TIPS -Collection Development Services

Collection Builder (Customized Selection Lists)

Collection Builder Custom Selection Lists No Charge

FASTips (Standing Orders)

FASTips Profiles No Charge

TIPS Profiles (Profiled Selection Lists)

Silver TIPS No Charge

Diamond TIPS

Up to 3 profiles for \$100 monthly

Up to 8 profiles for \$200 monthly

Up to 15 profiles for \$300 monthly



STAFF REPORT

MEETING: City Council - 06 Dec 2022

TITLE:

Consider a Resolution authorizing the purchase of Uniforms and Uniform Accessories from Impact Promotional Services, LLC, dba Got You Covered Work Wear & Uniforms Inc., through Buy Board Contract 670-22 for a discounted unit price bid with an estimated expenditure amount of \$81,800.00.

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
Mark LiVigni, Police Chief

BACKGROUND/HISTORY:

The City's Police and Fire Departments make purchases of uniforms and uniform accessories which are necessary to supply all police and fire personnel with duty uniforms, Class A uniforms, and uniform accessories.

POLICY EXPLANATION:

Uniform and uniform accessories are available from Impact Promotional Services, LLC, dba Got You Covered Work Wear & Uniforms Inc., through Buy Board Contract 670-22 for the discounted unit price bid which are awarded for uniforms and uniform accessories for a term that expires May 31, 2023, with two additional one-year optional renewals (see Exhibit A). The contract covers numerous items that the police and fire department use on a regular basis with discounted unit pricing.

This authorization would cover the purchase of this service on an as-needed basis through May 31, 2023 with an estimated expenditure amount of \$81,800.00.

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 SOURCE:**ORG and Object Number**

01077000-700221 - \$800; 01077200-700221 - \$25,000; 01077300-700221 - \$6,000; 01055100-700221 - \$50,000

Available Budget

\$81,800

Purchase Amount

\$81,800.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Approve funding in the amount of \$81,800.00 to purchase uniforms and uniform accessories for police and fire personnel.
2. Do not approve funding for uniforms and uniform accessories.
3. Other actions as directed by Council.

ATTACHMENTS:

[Exhibit A - Got You Covered - 670-22 \(2\)](#)

[Resolution No. - 2022-118 - UNIFORM PURCHASE FOR POLICE AND FIRE PERSONNEL](#)



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

4/28/2022

Sent Via Email: rhonda@gycuniforms.com

Rhonda L Harvey
Got You Covered Work Wear & Uniforms
1212 E Lancaster Ave
Fort Worth, Texas 76102

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation No. 670-22, Uniforms and Accessories

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2022 through May 31, 2023, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 670-22 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

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

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

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas
Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

v.02.01.2021

Endorsed by





4/29/2022

Sent Via Email: rhonda@gycuniforms.com

Rhonda L Harvey
Got You Covered Work Wear & Uniforms
1212 E Lancaster Ave
Fort Worth, TX 76086

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award*; Proposal Invitation No. 670-22, Uniforms and Accessories

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2022 through May 31, 2023, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 670-22 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

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

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

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas, Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021

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





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PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Uniforms and Accessories

Proposal Due Date/Opening Date and Time:
December 16, 2021, at 4:00 PM

Proposal Invitation Number: 670-22

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

Contract Term: June 1, 2022, through May 31, 2023, with two possible one-year renewals.

Anticipated Cooperative Board Meeting Date:
April 2022

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

Impact Promotional Services LLC
/dba Got You Covered Work Wear & Uniforms
Name of Proposing Company

12/7/2021
Date

1212 E Lancaster Ave
Street Address

Rhonda L Harvey
Signature of Authorized Company Official

Fort Worth Texas 76102
City, State, Zip

Rhonda L Harvey
Printed Name of Authorized Company Official

817 336 0692 ext 111
Telephone Number of Authorized Company Official

Director Sales & Operations
Position or Title of Authorized Company Official

817 549 3911
Fax Number of Authorized Company Official

75-2926987
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: RLH



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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: RLA



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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):

Impact Promotional Services LLC /dba Got You Covered Work Wear & Uniforms _____ Company Name	1212 E Lancaster Ave _____ Address				
Fort Worth _____ City	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">TX _____</td> <td style="width: 50%;">76102 _____</td> </tr> <tr> <td>State</td> <td>Zip Code</td> </tr> </table>	TX _____	76102 _____	State	Zip Code
TX _____	76102 _____				
State	Zip Code				

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

DEBARMENT CERTIFICATION

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

VENDOR EMPLOYMENT CERTIFICATION

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

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

Please check (✓) one of the following:

- ☒ Yes ☐ No

Initial: QJH



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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: RLZ



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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: RLH



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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: RLH

DEVIATION AND COMPLIANCE

[illegible]

Initial: Q274



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VENDOR CONSENT FOR NAME BRAND USE

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

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

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

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

OPT OUT:

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

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

Initial: RLA



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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: RLH



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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: RLA



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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: RLH



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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 determination made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial: RLH



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6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

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

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

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

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

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

Initial: RLA



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10. Procurement of Recovered Materials:

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

☒ **YES**, I agree.

☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

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

☒ **YES**, I agree.

☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

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

☒ **YES**, I agree.

☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:

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

☒ **YES**, I agree.

☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:

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

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial: RLA



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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

Impact Promotional Services LLC
/dba Got You Covered Work Wear & Uniforms

Company Name

Rhonda L Harvey

Signature of Authorized Company Official

Rhonda L Harvey, Director Sales & Operations

Printed Name and Title

12/7/2021

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: Impact Promotional Services LLC

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

Please check (✓) one of the following:

Type of Business: ☒ Individual/Sole Proprietor ☐ Corporation ☐ Limited Liability Company ☐ Partnership
 ☐ Other (Specify: _____)

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 75-2926987
(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
IMPACT PROMOTIONAL SERVICES, LLC

2 Business name/disregarded entity name, if different from above
DBA GOT YOU COVERED WORK WEAR & UNIFORMS

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.
1212 E LANCASTER AVENUE

6 City, state, and ZIP code
FORT WORTH, TX 76102

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

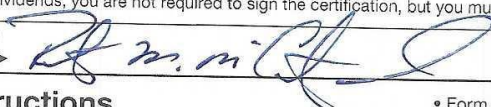
7	5	-	2	9	2	6	9	8	7
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Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶  Date ▶ **3/4/2021**

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: \$ \$500,000. (The period of the 12-month period is Jan 2021/ Dec 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			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other Texas Share November 2021	Y		Uniforms Duty Gear

☐ **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 (%): 15% **Proposed Discount (%):** 15% All GYC Products

Explanation: Current offer 15% select brands, New Offer All GYC Brand List at 15% off List price



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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. Fort Worth, City of	Alma Izaguirre	817-392-6825	alma.izaguirre@fortworthtexas.gov	0-20%	500 units or more
2. Grand Prairie, City of	Crystal Payton	972-237-8790	cpayton@gptx.org	0-20%	500 units or more
3. North Texas Toll Authority	Babette Marchetti	214-224-2331	bmarchetti@ntta.org	0-25%	500 units or more
4. UNT Health Science Center	Jospeh Killingsworth	817-735-2210	joseph.killingsworth@unthsc.edu	0-20%	
5. Tier One Security	Chris Horvath	214-251-8722 ext 104	chris.horvath@terioneus.com	0-10%	

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:

Embroidery, alterations, screen and heat press production elements may be offered at a better rate
on quantities of 100 or more. Quantity purchases of 500 or more units in a single style increase discount to 20%.

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.)



Impact Promotional Service, LLC
 dba Got You Covered Work Wear and Uniforms
 1212 E Lancaster Avenue, Fort Worth, TX 76102
 (817) 336-0692
info@gycuniforms.com

Company Information

Impact Promotional Services, LLC
 DBA Got You Covered Work Wear & Uniforms
 1212 E. Lancaster Avenue
 Fort Worth, TX 76102

FEIN: 75-2926987
 DUNS #00-690-2686
 RESALE: 17529269874

Impact Promotional Services, Inc., was founded March 13, 2001. The legal entity changed to Impact Promotional Services, LLC, dba Got You Covered Workwear and Uniforms on April 1, 2017.

Owner's Information

Robert "Bob" M. McCarthy Sr., 50% Owner
 Elizabeth McCarthy, 50% Owner
 Email: rmccarthy@gycuniforms.com

Bank Information

Origin Bank
 3200 W. 7th Street
 Fort Worth, Texas 76107

Travis Hanes
 682.286.1893

Contact Information

Robert McCarthy, President
 Director of Operations/Fort Worth Location: Rhonda Harvey
 General Manager/Houston Location: Kyle Miller
 Accounting Manager: Carole Loman
 Accounts Receivable Contact: Cophea Morton
 Sales Service and Information:
 Invoices may be delivered to:

Email: rmccarthy@gycuniforms.com
 Email: rhonda@gycuniforms.com
 Email: kylemiller@gycuniforms.com
 Email: cloman@gycuniforms.com
 Email: ar@gycuniforms.com
 Email: info@gycuniforms.com
 Email: ap@gycuniforms.com

A purchase order number is required on all invoices. Invoices without a purchase order number will be returned.

Trade References

Blauer
 20 Aberdeen Street
 Boston, MA 02215
 Contact: Owen Polleys
 Phone: 800.225.6715
 Fax: 617.536.6948
 Account No: 6300
 Email: opolleys@blauer.com

5.11
 62789 Collection Center Drive
 Chicago, IL 60693-0627
 Contact: Victoria Sioxson
 Phone: 866.451.1726
 Fax: 209.552.7358
 Account No: USA20235
 Email: VictoriaS@511tactical.com

Premier Emblem & Insignia
 2111 West Avenue
 San Antonio, TX 78201
 Phone: 800.823.4774
 Fax: 800.631.2774
 Account No: D-IMP 105
 Email: terri@premier-emblem.com

Point Blank
 2102 SW 2nd. Street
 Pompano Beach, FL 33069
 Phone: 800.413.5155
 Account No: GYC1200
 Email: djonas@pbearmor.com

pg. 1 Got You Covered Uniforms, 1212 E. Lancaster Ave. Fort Worth, TX 76102. (817) 336-0692 (store)
www.gycuniforms.com email: info@gycuniforms.com



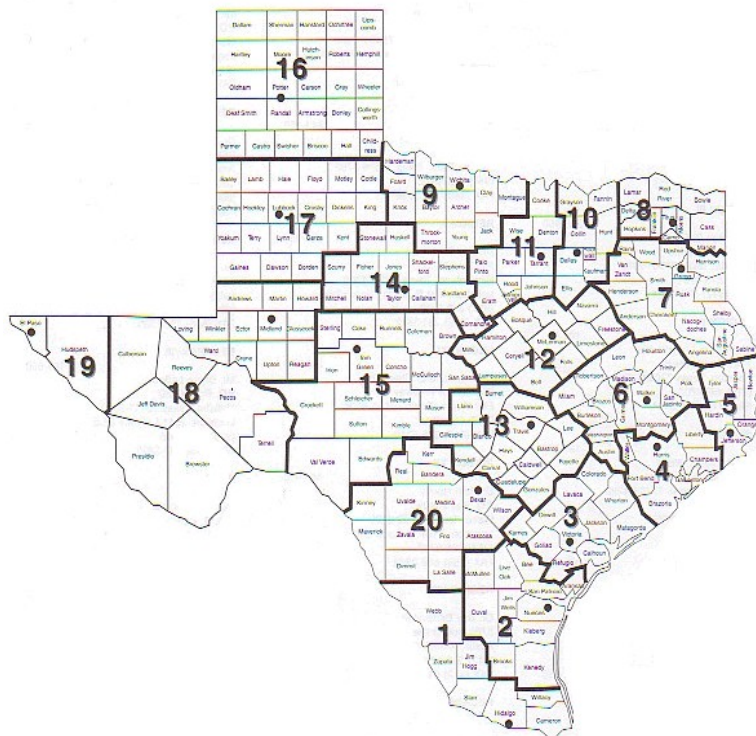
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TEXAS REGIONAL SERVICE DESIGNATION

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

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

Regional Education Service Centers



Region and Headquarters

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



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STATE SERVICE DESIGNATION

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

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

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

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

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana

Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming



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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

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

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

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



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

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

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

Impact Promotional Services LLC
/dba Got You Covered Work Wear & Uniforms

Name of Vendor

Rhonda L Harvey
Signature of Authorized Company Official

670-22

Proposal Invitation Number

Rhonda L Harvey
Printed Name of Authorized Company Official

12-7-2021

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)
GYC Uniforms - Fort Worth	Rhonda L Harvey	1212 E Lancaster Ave Ft Worth, Texas 76102 817 336 0692 817 549 3911(f) rhonda@gycuniforms.com
GYC Uniforms - Houston	Kyle Miller	10795 Hammerly Blvd Ste 330 Houston Tx 77043 346 433 8800 817 549 3911(f) kylemiller@gycuniforms.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.

Founded March 13, 2001 - as Impact Promotional Services Inc

Legal entity change April 1, 2017 to Impact Promotional Services LLC dba Got You Covered Workwear & Uniforms

20 Years in business

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

Executive Team - 2 Owner/President, 2 Director/GM, 1 Accounting Manager - 5 personnel with 5-30 years experience in their fields

Store Teams Fort Worth/Houston - 3 outside Sales- 2 Account Managers - 1 AR Admin - 2 Store managers - 4 Sales Floor Reps - 12 personnel

Warehouse/Production Teams - 1 OPS Manager- 3 Pick/Pull Team- 2 ship/receiving - 5 Seamstress - 3 Embroiderers - 2 - Heat Press - 16 personnel

Store Personnel and Production Warehouse have experience ranging from 1-20 years experience in their fields

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.

Currently all Buy Board Contract information is shared with all prospective and existing customers. This is provided through email and one on one visits

with the agencies. We have recently launched our new website and would like to be able to share through our site if permissible. We currently participate

with at least 4 conferences annually where we also share this contract information.



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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.

In business 20 years, no bankruptcy or insolvency. DUNS 00-690-2686

Insurance Coverage documents attached

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

Not Applicable

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.

Not Applicable

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.

Not Applicable



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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: Impact Promotional Services LLC
/dba Got You Covered Work Wear & Uniforms

Rhonda L Harvey
Signature of Vendor Authorized Representative

Printed Name: Rhonda L Harvey

Title: Director Sales & Operations

Date: 12-7-2021

(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, Evaluation Items and 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: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS

1. Discount (%) off catalog/pricelist for **Purchase of Band Uniforms, Related Supplies and Accessories.**
2. Discount (%) off catalog/pricelist for **Purchase of Flag Corps Uniforms, Related Supplies and Accessories.**
3. Discount (%) off catalog/pricelist for **Purchase of Formal Wear for Bands and Orchestra, Related Supplies and Accessories** (dresses, tuxedos, jackets, pants).
4. Discount (%) off catalog/pricelist for **Purchase of Show Choir Wear, Related Supplies and Accessories.**
5. Discount (%) off catalog/pricelist for **Purchase of Cheerleading Uniforms, Related Supplies and Accessories.**
6. Discount (%) off catalog/pricelist for **Purchase of Drill Team Uniforms, Related Supplies and Accessories.**
7. Discount (%) off catalog/pricelist for **Purchase of Dancewear, Related Supplies and Accessories.**
8. Discount (%) off catalog/pricelist for **Purchase of All Other Performance Related Uniforms, Related Supplies and Accessories not listed above.**

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS

9. Discount (%) off catalog/pricelist for **Purchase of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories.**
10. Discount (%) off catalog/pricelist for **Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories.**
11. Discount (%) off catalog/pricelist for **Purchase of Food Service Uniforms, Related Supplies and Accessories.**
12. Discount (%) off catalog/pricelist for **Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories.**
13. Discount (%) off catalog/pricelist for **Purchase of Business Uniforms (Career Apparel), Related Supplies and Accessories.**
14. Discount (%) off catalog/pricelist for **Purchase of Student Uniforms, Related Supplies and Accessories.**
15. Discount (%) off catalog/pricelist for **Purchase of ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories.**
16. Discount (%) off catalog/pricelist for **Purchase of Industrial Towels.**
17. Discount (%) off catalog/pricelist for **Purchase of All Other Work-Related Uniforms, Related Supplies and Accessories not listed above.**

Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS

18. Discount (%) off catalog/pricelist for **Rental of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories.**
19. Discount (%) off catalog/pricelist for **Rental of Custodial and Maintenance Uniforms, Related Supplies and Accessories.**
20. Discount (%) off catalog/pricelist for **Rental of Food Service Uniforms, Related Supplies and Accessories.**
21. Discount (%) off catalog/pricelist for **Rental of Medical and Nursing Uniforms, Related Supplies and Accessories.**
22. Discount (%) off catalog/pricelist for **Rental of Business Uniforms (Career Apparel), Related Supplies and Accessories.**



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23. Discount (%) off catalog/pricelist for **Rental of All Other Work-Related Uniforms, Related Supplies and Accessories** not listed above.
24. Discount (%) off catalog/pricelist for **Rental of Industrial Towels.**
25. Discount (%) off catalog/pricelist for **Rental of Industrial Mats.**
26. Discount (%) off catalog/pricelist for **Rental of Industrial Mop Service.**
27. Discount (%) off catalog/pricelist for **Rental of ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories.**
28. Discount (%) off catalog/pricelist for **Rental of All Other Industrial Uniform, Related Products, Supplies and Accessories** not listed above.

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS

1. Information under Section IV is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

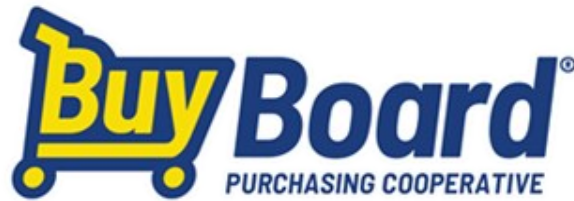
2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure. **[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)].** Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

29. **Uniform Clothing Rental: Executive Shirt; long sleeve**; 100% cotton; BuyBoard weekly rental unit price.
30. **Uniform Clothing Rental: Industrial Work Shirt; long sleeve, synthetic blend**; BuyBoard weekly rental unit price.
31. **Uniform Clothing Rental: Industrial Work Shirt; stripe, long sleeve, synthetic blend**; BuyBoard weekly rental unit price.
32. **Uniform Clothing Rental: Button Down Shirt; long sleeve**; 100% cotton; BuyBoard weekly rental unit price.
33. **Uniform Clothing Rental: Industrial Pants; synthetic blend**; BuyBoard weekly rental unit price.
34. **Uniform Clothing Rental: Executive Slacks; Cotton**; BuyBoard weekly rental unit price.
35. **Uniform Clothing Rental: Blue Denim Jeans; Cotton**; BuyBoard weekly rental unit price.

ADDITIONAL WEEKLY RENTAL/PREP CHARGES (MISC. ITEMS)

36. **4X6 Floor Mat**; per item; BuyBoard weekly rental unit price.
37. **Dry Mop**; Treated; 36 inches, per item; BuyBoard weekly rental unit price.
38. **Name Tags**; per item; BuyBoard weekly rental unit price.
39. **Prep Charges**; per item; BuyBoard weekly rental unit price.
40. **Emblem**; per item (print or embroidery); BuyBoard weekly rental unit price.
41. **Emblem 2**; per item (print or embroidery); BuyBoard weekly rental unit price.
42. **Environmental Fee**
43. **Energy Surcharge**
44. **Initial Set Up Charges**
45. **Swing Suit Charges**
46. **Minimum Stop Size Fee**
47. **Image Guard Fee**
48. **Deposit Charge**



670-22

**Got You Covered Uniforms
Impact Promotional Services
Supplier Response**

Event Information

Number: 670-22
Title: Uniforms and Accessories
Type: Request for Proposal
Issue Date: 10/14/2021
Deadline: 12/16/2021 04:00 PM (CT)
Notes:

The Local Government Purchasing Cooperative (BuyBoard)

Proposal Invitation No. 670-22

Uniforms and Accessories

Proposal Due Date and Time: December 16, 2021, at 4:00 PM

Responding to this and future proposals online is easy with our **online submission system**.

1. View and download the forms.

- **DO NOT** log in to view and download the documents.
- Visit vendor.buyboard.com and click on the "Current Proposal Invitations" button shown below to view and download the forms for this proposal.

2. To submit completed proposal.

- Visit vendor.buyboard.com and click "Register/Login/Submit Proposal" button shown below to submit your proposal online.
- For additional assistance click this link [View our Proposal Submission Instructions.](#)

New Vendor? Visit vendor.buyboard.com and click "Register/Login/Submit Proposal."
Click [Register now](#) as a new supplier/vendor, so you don't miss future proposal opportunities.

Any Addenda issued with this proposal will also be placed on the website, and it will be the vendor's responsibility to obtain the information.

Got You Covered Uniforms Information

Contact: Rhonda L Harvey
 Address: 1212 E Lancaster Ave
 Fort Worth, TX 76102
 Phone: (817) 336-0692
 Fax: (817) 877-5673
 Email: rhonda@gycuniforms.com
 Web Address: gycuniforms.com

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

Rhonda L Harvey

Signature

Submitted at 12/16/2021 10:33:30 AM

rhonda@gycuniforms.com

Email

Requested Attachments

BuyBoard Proposal Invitation No. 670-22 Uniforms and Accessories proposal-no-670-22_Signed.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist

GYCUniforms_670-22_20211215.xlsx

REQUIRED-In Excel or PDF format, upload catalog/pricelist in 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 100MB. (Please DO NOT password protect uploaded files.)

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

BUYBOARD2022_PPT_GYC.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

GYC.Operations.Size.Scope_2021.docx

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

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

W9_March2021.pdf

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

Exemption Letter

No response

Vendors that do not offer any of the evaluation and/or alternate items shall submit a written letter providing explanation requesting exemption from this requirement and identify its specialty product line(s).

Response Attachments

GYC_Alteration_Price_List.xlsx

GYC Alteration/Embroidery Services Price List

GYC Company Information-Trade References - FW-Houston_.docx

GYC Company Information - Trade References

GYC Assumed Name Certificate dba Got You Covered Work Wear Uniforms.pdf

Assumed Name Certificate for dba

AcordCOI_BuyBoard_2022.pdf

Acord COI GYC

COI-Buy Board--RMR.pdf

COI GYC RMR

GYC_Return_Policy.docx

GYC Return Policy

Bid Attributes

1 Federal Identification Number

Federal Identification Number

75-2926987

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

Rhonda L Harvey

14 Vendor Proposal/Contract Contact E-mail Address

Vendor Proposal/Contract Contact E-mail Address

rhonda@gycuniforms.com

15 Vendor Proposal/Contract Mailing Address

Vendor Proposal/Contract Mailing Address

1212 E Lancaster Ave

**1
6 Vendor Proposal/Contact Mailing Address - City**

Vendor Proposal/Contact Mailing Address - City

Fort Worth

**1
7 Vendor Proposal/Contact Mailing Address - State**

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

Texas

**1
8 Vendor Proposal/Contact Mailing Address - Zip Code**

Vendor Proposal/Contact Mailing Address - Zip Code

76102

**1
9 Vendor Proposal/Contact Phone Number**

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

817-336-0692

**2
0 Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

111

**2
1 Company Website**

Company Website (www.XXXXX.com)

www.gycuniforms.com

**2
2 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

**2
3 Purchase Order E-mail Address**

Purchase Order E-mail Address

rhonda@gyuniforms.com

**2
4 Purchase Order Contact Name**

Purchase Order Contact Name

Rhonda L Harvey

**2
5 Purchase Order Contact Phone Number**

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

817-336-0692

26 Purchase Order Contact Extension Number

Purchase Order Contact Extension Number

111

27 Alternate Purchase Order E-mail Address

Alternate Purchase Order E-mail Address

cmouton@gycuniforms.com

28 Alternate Purchase Order Contact Name

Alternate Purchase Order Contact Name

Cophea Mouton

29 Alternate Purchase Order Contact Phone Number

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

817-336-0692

30 Alternate Purchase Order Contact Extension Number

Alternate Purchase Order Contact Extension Number

106

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€œ)

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

info@gycuniforms.com

34 Request for Quote (RFQ) Contact Name

Request for Quote (RFQ) Contact Name

Rhonda Harvey

35 Request for Quote (RFQ) Contact Phone Number

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

8173360692

36 Request for Quote (RFQ) Contact Extension Number

Request for Quote (RFQ) Contact Extension Number

111

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

Alternate Request for Quote (RFQ) E-mail Address

cmouton@gycuniforms.com

38 Alternate Request for Quote (RFQ) Contact Name

Alternate Request for Quote (RFQ) Contact Name

Cophea Mouton

39 Alternate Request for Quote (RFQ) Contact Phone Number

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

817-336-0692

40 Alternate Request for Quote (RFQ) Contact Extension Number

Alternate Request for Quote (RFQ) Contact Extension Number

106

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

Impact Promotional Services LL

44 Invoice Company Department Name

Invoice Company Department Name

Impact Promotional Services LL

4 5	Invoice Contact Name Invoice Contact Name Carole Loman
4 6	Invoice Mailing Address Invoice Mailing Address (P.O. Box or Street Address) 1212 E Lancaster Ave
4 7	Invoice Mailing Address - City Invoice Mailing Address - City Fort Worth
4 8	Invoice Mailing Address - State Invoice Mailing Address - State (Abbreviate State Name) TX
4 9	Invoice Mailing Address - Zip Code Invoice Mailing Address (Zip Code) 76086
5 0	Invoice Contact Phone Number Invoice Contact Phone Number (xxx-xxx-xxxx) 682-499-7799
5 1	Invoice Contact Extension Number Invoice Contact Extension Number No response
5 2	Invoice Contact Fax Number Invoice Contact Fax Number (xxx-xxx-xxxx) 817-549-3911
5 3	Invoice Contact E-mail Address Invoice Contact E-mail cloman@gycuniforms.com
5 4	Invoice Contact Alternate E-mail Address Invoice Contact Alternate E-mail Address ap@gycuniforms.com
5 5	Billing Agent Company Name Billing Agent Company Name No response
5 6	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 76102
62	Billing Agent Contact Phone Number Billing Agent Contact Phone Number (xxx-xxx-xxxx) 8173360692
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 rhonda@gycuniforms.com
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 <i>Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).</i> 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. return policy attached
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 GYC Work Wear & Uniforms
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 ☐ <i>Region 2 (2)</i>
78	Region 3 Region 3 - Victoria ☐ <i>Region 3 (3)</i>
79	Region 4 Region 4 - Houston ☐ <i>Region 4 (4)</i>
80	Region 5 Region 5 - Beaumont ☐ <i>Region 5 (5)</i>
81	Region 6 Region 6 - Huntsville ☐ <i>Region 6 (6)</i>
82	Region 7 Region 7 - Kilgore ☐ <i>Region 7 (7)</i>
83	Region 8 Region 8 - Mount Pleasant ☐ <i>Region 8 (8)</i>
84	Region 9 Region 9 - Wichita Falls ☐ <i>Region 9 (9)</i>
85	Region 10 Region 10 - Richardson ☐ <i>Region 10 (10)</i>
86	Region 11 Region 11 - Fort Worth ☐ <i>Region 11 (11)</i>
87	Region 12 Region 12 - Waco ☐ <i>Region 12 (12)</i>
88	Region 13 Region 13 - Austin ☐ <i>Region 13 (13)</i>

8 9	Region 14 Region 14 - Abilene ☐ Region 14 (14)
9 0	Region 15 Region 15 - San Angelo ☐ Region 15 (15)
9 1	Region 16 Region 16 - Amarillo ☐ Region 16 (16)
9 2	Region 17 Region 17 - Lubbock ☐ Region 17 (17)
9 3	Region 18 Region 18 - Midland ☐ Region 18 (18)
9 4	Region 19 Region 19 - El Paso ☐ Region 19 (19)
9 5	Region 20 Region 20 - San Antonio ☐ Region 20 (20)
9 6	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. <i>(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.</i> 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. <i>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>
9 7	Company Name Company Name GYC Work Wear & Uniforms

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

1 1 0	Hawaii Hawaii ☐ <i>Hawaii (HI)</i>
1 1 1	Idaho Idaho ☐ <i>Idaho (ID)</i>
1 1 2	Illinois Illinois ☐ <i>Illinois (IL)</i>
1 1 3	Indiana Indiana ☐ <i>Indiana (IN)</i>
1 1 4	Iowa Iowa ☐ <i>Iowa (IA)</i>
1 1 5	Kansas Kansas ☐ <i>Kansas (KS)</i>
1 1 6	Kentucky Kentucky ☐ <i>Kentucky (KY)</i>
1 1 7	Louisiana Louisiana ☒ <i>Louisiana (LA)</i>
1 1 8	Maine Maine ☐ <i>Maine (ME)</i>
1 1 9	Maryland Maryland ☐ <i>Maryland (ME)</i>
1 2 0	Massachusetts Massachusetts ☐ <i>Massachusetts (MA)</i>
1 2 1	Michigan Michigan ☐ <i>Michigan (MI)</i>

1 2 2	Minnesota Minnesota ☐ <i>Minnesota (MN)</i>
1 2 3	Mississippi Mississippi ☐ <i>Mississippi (MS)</i>
1 2 4	Missouri Missouri ☐ <i>Missouri (MO)</i>
1 2 5	Montana Montana ☐ <i>Montana (MT)</i>
1 2 6	Nebraska Nebraska ☐ <i>Nebraska (NE)</i>
1 2 7	Nevada Nevada ☐ <i>Nevada (NV)</i>
1 2 8	New Hampshire New Hampshire ☐ <i>New Hampshire (NH)</i>
1 2 9	New Jersey New Jersey ☐ <i>New Jersey (NJ)</i>
1 3 0	New Mexico New Mexico ☐ <i>New Mexico (NM)</i>
1 3 1	New York New York ☐ <i>New York (NY)</i>
1 3 2	North Carolina North Carolina ☐ <i>North Carolina (NC)</i>
1 3 3	North Dakota North Dakota ☐ <i>North Dakota (ND)</i>

1 3 4	Ohio Ohio ☐ <i>Ohio (OH)</i>
1 3 5	Oklahoma Oklahoma ☒ Oklahoma (OK)
1 3 6	Oregon Oregon ☐ <i>Oregon (OR)</i>
1 3 7	Pennsylvania Pennsylvania ☐ <i>Pennsylvania (PA)</i>
1 3 8	Rhode Island Rhode Island ☐ <i>Rhode Island (RI)</i>
1 3 9	South Carolina South Carolina ☐ <i>South Carolina (SC)</i>
1 4 0	South Dakota South Dakota ☐ <i>South Dakota (SD)</i>
1 4 1	Tennessee Tennessee ☐ <i>Tennessee (TN)</i>
1 4 2	Texas Texas ☒ Texas (TX)
1 4 3	Utah Utah ☐ <i>Utah (UT)</i>
1 4 4	Vermont Vermont ☐ <i>Vermont (VT)</i>
1 4 5	Virginia Virginia ☐ <i>Virginia (VA)</i>

1 4 6	Washington Washington ☐ <i>Washington (WA)</i>
1 4 7	West Virginia West Virginia ☐ <i>West Virginia (WV)</i>
1 4 8	Wisconsin Wisconsin ☐ <i>Wisconsin (WI)</i>
1 4 9	Wyoming Wyoming ☐ <i>Wyoming (WY)</i>

Bid Lines

1	Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS - Discount (%) off catalog/pricelist for Purchase of Band Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered. No Bid Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select "Add Alternate" for each additional 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 <u>NOTE:</u> Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". <i>No response</i>
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2 Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS - Discount (%) off catalog/pricelist for **Purchase of Flag Corps Uniforms, Related Supplies and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional 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: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS - Discount (%) off catalog/pricelist for **Purchase of Formal Wear for Bands and Orchestra, Related Supplies and Accessories** (dresses, tuxedos, jackets, pants). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional 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: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS - Discount (%) off catalog/pricelist for **Purchase of Show Choir Wear, Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional 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: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS - Discount (%) off catalog/pricelist for **Purchase of Cheerleading Uniforms, Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional 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: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS - Discount (%) off catalog/pricelist for **Purchase of Drill Team Uniforms, Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional 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: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS - Discount (%) off catalog/pricelist for **Purchase of Dancewear, Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional 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: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS - Discount (%) off catalog/pricelist for **Purchase of All Other Performance Related Uniforms, Related Supplies and Accessories not listed above.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional 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".

9 Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS - Discount (%) off catalog/pricelist for **Purchase of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional 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".

1
0

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS - Discount (%) off catalog/pricelist for Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional 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".

1
1

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS - Discount (%) off catalog/pricelist for Food Service Uniforms, Related Supplies and Accessories. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional 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".

1
2

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS - Discount (%) off catalog/pricelist for **Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional 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".

1
3

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS - Discount (%) off catalog/pricelist for **Purchase of Business Uniforms (Career Apparel), Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional 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".

1
4

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS - Discount (%) off catalog/pricelist for **Purchase of Student Uniforms, Related Supplies and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional 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".

1
5

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS - Discount (%) off catalog/pricelist for **ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional 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".

1
6

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS - Discount (%) off catalog/pricelist for **Purchase of Industrial Towels**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional 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

1
7

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS - Discount (%) off catalog/pricelist for **Purchase of All Other Work-Related Uniforms, Related Supplies and Accessories not listed above**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 15%

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional 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".

GYC Uniforms Price List 15%

1
8

Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS

- Discount (%) off catalog/pricelist for **Rental of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional 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

1
9

Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS

- Discount (%) off catalog/pricelist for **Rental of Custodial and Maintenance Uniforms, Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional 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
0

Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS

- Discount (%) off catalog/pricelist for **Rental of Food Service Uniforms, Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional 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
1

Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS

- Discount (%) off catalog/pricelist for **Rental of Medical and Nursing Uniforms, Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional 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 III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS**
2 - Discount (%) off catalog/pricelist for **Rental of Business Uniforms (Career Apparel), Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional 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 III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS**
3 - Discount (%) off catalog/pricelist for **Rental of All Other Work-Related Uniforms, Related Supplies and Accessories** not listed above. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional 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
4

Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS

- Discount (%) off catalog/pricelist for **Rental of Industrial Towels**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional 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
5

Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS

- Discount (%) off catalog/pricelist for **Rental of Industrial Mats**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional 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
6

Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS

- Discount (%) off catalog/pricelist for **Rental of Industrial Mop Service**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional 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
7

Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS

- Discount (%) off catalog/pricelist for **Rental of ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional 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 III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS

- Discount (%) off catalog/pricelist for **of All Other Industrial Uniform, Related Products, Supplies and Accessories** not listed above. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional 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

29

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL

UNIFORMS - Evaluation Item No. 1 -Uniform Clothing Rental: Executive Shirt; long sleeve; 100% cotton; BuyBoard weekly rental unit price.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)

☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

30

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL

UNIFORMS - Evaluation Item No. 2 -Industrial Work Shirt; long sleeve, synthetic blend; BuyBoard weekly rental unit price.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)

☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

3 Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL

1 UNIFORMS - Evaluation Item No. 3 -Industrial Work Shirt; stripe, long sleeve, synthetic blend; BuyBoard weekly rental unit price.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)

☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

3
2

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL

UNIFORMS - Evaluation Item No. 4 -Button Down Shirt; long sleeve; 100% cotton; BuyBoard weekly rental unit price.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

- ☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

3
3

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL
UNIFORMS - Evaluation Item No. 5 -Industrial Pants; synthetic blend; BuyBoard weekly rental unit price.**

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

- ☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

3
4

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL
UNIFORMS - Evaluation Item No. 6 -Executive Slacks; Cotton; BuyBoard weekly rental unit price.**

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)

☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

3
5

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL
UNIFORMS - Evaluation Item No. 7 -Blue Denim Jeans; Cotton; BuyBoard weekly rental unit price.**

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

- ☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

3
6

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL
UNIFORMS - Evaluation Item No. 8 - 4X6 Floor Mat; per item; BuyBoard weekly rental unit price.**

No Bid

Item Notes: 1. Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

- ☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

3
7

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL

UNIFORMS - Evaluation Item No. 9 - Dry Mop; Treated; 36 inches, per item; BuyBoard weekly rental unit price.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

- ☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

3
8

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL
UNIFORMS - Evaluation Item No. 10 - Name Tags; per item; BuyBoard weekly rental unit price.**

No Bid

Item Notes: 1. Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

- ☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

3
9

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 11 - Prep Charges; per item; BuyBoard weekly rental unit price.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

- ☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

40

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL

UNIFORMS - Evaluation Item No. 12 - Emblem; per item (print or embroidery); BuyBoard weekly rental unit price

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

- ☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

4
1

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL

UNIFORMS - Evaluation Item No. 13 - Emblem 2; per item (print or embroidery); BuyBoard weekly rental unit price.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

- ☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

4
2

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL
UNIFORMS - Evaluation Item No. 14 - Environmental Fee.**

No Bid

Item Notes: 1. Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

- ☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

4
3

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL
UNIFORMS - Evaluation Item No. 15 - Energy Surcharge.**

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

- ☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

4
4

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL
UNIFORMS - Evaluation Item No. 16 - Initial Set Up Charges.**

No Bid

Item Notes: 1. Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

- ☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

4
5

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL
UNIFORMS - Evaluation Item No. 17 - Swing Suit Charges.**

No Bid

Item Notes: 1. Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

- ☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

4
6

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL
UNIFORMS - Evaluation Item No. 18 - Minimum Stop Size Fee.**

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

- ☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

4
7

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL
UNIFORMS - Evaluation Item No. 19 - Image Guard Fee.**

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

- ☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

4
8

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL
UNIFORMS - Evaluation Item No. 20 - Deposit Charge.**

No Bid

Item Notes: 1. Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

- ☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

Response Total: \$0.00

GYC Uniforms - Return Policy

If for any reason you are not completely satisfied with your purchase, simply return the item to us within 30 days of receipt in its original condition. If the item has been worn or washed or has been customized in any of the following ways: with emblems, altered; silkscreen or embroidery please call us to advise us of the return and the reason for the return. Depending on the nature of the return a small service charge may be applied to your return.

If the packing slip is no longer available, call us to discuss your return so that we can be ready to receive the items properly. Please return the item(s) via a traceable or insured method to prevent the package from being lost in the mail. We are not responsible for returned items that are lost in transit.

RESOLUTION NO. 2022-118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PURCHASE OF UNIFORMS AND UNIFORM ACCESSORIES FROM IMPACT PROMOTIONAL SERVICES, LLC, DBA GOT YOU COVERED WORK WEAR & UNIFORMS, INC., THROUGH BUY BOARD COOPERATIVE CONTRACT NO. 670-22 WITH AN ESTIMATED EXPENDITURE AMOUNT OF \$81,800.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to provide duty uniforms; Class A uniforms; and uniform accessories to police and fire department employees in the City of Duncanville; 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 uniforms and uniform accessories to Impact Promotional Services, LLC, dba Got You Covered Work Wear & Uniforms, Inc.; and

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

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 desires to purchase Uniforms and Uniform Accessories from Impact Promotional Services, LLC, dba Got You Covered Work Wear & Uniforms Inc.

SECTION 2. The City Council of the City of Duncanville does hereby authorize purchases to be made from the contract through 05/31/2023 for the unit prices bid with an estimated contract term expenditure of \$81,800.00.

SECTION 3. The City Council of the City of Duncanville hereby authorizes the City Manager, or her designee, to execute the appropriate and necessary documents and/or purchase orders.

SECTION 4. This Resolution shall become effective immediately upon its passage.

Resolution No. 2022-118

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on this the 6th day of December 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Janie Willman, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Resolution No. 2022-118



STAFF REPORT

MEETING: City Council - 06 Dec 2022

TITLE:

Consider a Resolution authorizing the procurement of wireless and data services from Cellco Partnership d/b/a Verizon Wireless through the Texas Department of Information Resources (DIR) contract #DIR-TELE-CTSA-003 in the estimated amount of \$375,000 over the next five years.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Jennifer Otey, Chief Innovation Officer
Gwendolyn Spencer, Chief Information Officer

BACKGROUND/HISTORY:

The City uses a variety of hardware, software, and related services for wireless voice and data. This includes cell phones and data plans for use out in the field by departments.

POLICY EXPLANATION:

Connectivity while out in the field is a part of necessary operations for departments such as Police, Fire, Public Works & Utilities, Neighborhood Services, and Utility Billing. Wireless voice and data services are available from Cellco Partnership d/b/a Verizon Wireless through the Texas Department of Information Resources (DIR) cooperative agreement #DIR-TELE-CTSA-003 with a contract expiration date of 11/05/2029. This contract covers the equipment and services with a variety of unit pricing. The amount covers the estimated expenditures over the next 5 years. The estimated expenditure in FY 2023 is \$94,000.

FUNDING SOURCE:

ORG and Object Number

Refer to Attachment for breakdown

Available Budget

\$103,748

Purchase Amount

\$94,000

After Encumber

\$9,748

ACTION ALTERNATIVES:

1. Approve funding up to the amount of \$375,000, over the next 5 years to provide cellular and data services with Verizon Wireless.
2. Do not approve funding.
3. Other actions as directed by Council.

ATTACHMENTS:

[FY 2023 Budget by Org - Cell-Data](#)

[Department of Information Resources - Verizon Contract](#)

[Resolution No. - 2022-116 - Verizon Wireless Cell and Data](#)

FY 2023 ADOPTED BUDGET - CELL/DATA EXPENDITURE

Organization	Object	Organization Description	Account Description	2023 ADOPTED Budget
01011000	700461	MAYOR & COUNCIL	CELL/DATA EXP	\$ 3,191
01011100	700461	CITY ADMINISTRATION	CELL/DATA EXP	\$ 1,344
01011200	700461	CITY SECRETARY	CELL/DATA EXP	\$ 480
01011400	700461	INFORMATION TECHNOLOGY	CELL/DATA EXP	\$ 3,188
01011500	700461	COMMUNICATIONS	CELL/DATA EXP	\$ 720
01011700	700461	CITY MARSHAL	CELL/DATA EXP	\$ 1,008
01022000	700461	FISCAL SERVICES ADMINISTRATION	CELL/DATA EXP	\$ 750
01022300	700461	MUNICIPAL COURT	CELL/DATA EXP	\$ 2,400
01022500	700461	PURCHASING	CELL/DATA EXP	\$ 480
01036100	700461	BUILDING INSPECTIONS	CELL/DATA EXP	\$ 4,850
01036401	700461	PLANNING	CELL/DATA EXP	\$ 600
01036500	700461	NEIGHBORHOOD SERVICES	CELL/DATA EXP	\$ 5,760
01044100	700461	RECREATIONAL PROGRAMMING	CELL/DATA EXP	\$ 480
01044600	700461	PARKS/GROUNG MAINTENANCE	CELL/DATA EXP	\$ 1,824
01055000	700461	POLICE ADMINISTRATION	CELL/DATA EXP	\$ 1,200
01055100	700461	PATROL	CELL/DATA EXP	\$ 18,234
01055200	700461	CRIMINAL INVESTIGATION	CELL/DATA EXP	\$ 7,316
01055300	700461	ANIMAL CONTROL	CELL/DATA EXP	\$ 1,920
01055500	700461	CRIME PREVENTION	CELL/DATA EXP	\$ 1,932
01055700	700461	POLICE RECORDS	CELL/DATA EXP	\$ 1,128
01055900	700461	POLICE SPECIAL SERVICES	CELL/DATA EXP	\$ 564
01066000	700461	PUBLIC WORKS ADMINISTRATION	CELL/DATA EXP	\$ 1,080
01066200	700461	STREETS	CELL/DATA EXP	\$ 4,852
01066300	700461	TRAFFIC CONTROL	CELL/DATA EXP	\$ 4,725
01066700	700461	EQUIPMENT SERVICES	CELL/DATA EXP	\$ 500
01066800	700461	BUILDING MAINTENANCE	CELL/DATA EXP	\$ 3,000
01077100	700461	FIRE PREVENTION	CELL/DATA EXP	\$ 2,600
01077200	700461	FIRE SUPPRESSION	CELL/DATA EXP	\$ 5,706
01077300	700461	ADVANCED LIFE SUPPORT	CELL/DATA EXP	\$ 3,204
01077500	700461	EMERGENCY MANAGEMENT	CELL/DATA EXP	\$ 1,180
02312000	700461	UTILITIES	CELL/DATA EXP	\$ 9,780
02411000	700461	UTILITY BILLING	CELL/DATA EXP	\$ 5,616
12011000	700461	ECONOMIC DEVELOPMENT	CELL/DATA EXP	\$ 720
15000100	700461	DRAINAGE ADMINISTRATION	CELL/DATA EXP	\$ 924
19011000	700461	SANITATION ADMINISTRATION	CELL/DATA EXP	\$ 492
TOTAL AVAILABLE BUDGET				\$ 103,748

[Home](#) > [Explore DIR Contracts](#)

Contract Number

DIR-TELE-CTSA-003

Contract Term Date: 11/05/25 ?

Contract Expiration Date: 11/05/29 ?

Certifications/Qualifications: [eRate](#)

Vendor Information

[Cellco Partnership
d/b/a Verizon
Wireless](#)

VENDOR CONTACT:

[Claudio Alvarez](#) ↗

Phone: (949) 246-0236

[Vendor Website](#) ↗

DIR CONTACT:

[Jeff Booth](#) ↗

Phone: (512) 463-5712

Vendor ID: 1223372889300

HUB Type: Non HUB ?

RFO: DIR-CPO-TMP-552

Contract Status: Active

Contract Overview

Cellco Partnership dba Verizon Wireless offers hardware, software and services for wireless, voice and data through this contract. Customers can purchase directly through this DIR contract. Contracts may be used by state and local governments, public education, other public entities in Texas, as well as public entities outside of the state.

Contract Details & Ordering Information

Products & Services

[Commodity Codes](#)

[Brands](#)

[Contract Documents](#)

[How to Order](#)

[Resellers](#)

Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

- Tele - Wireless Data
- Tele - Wireless/Cellular

MORE INFORMATION

[Vendor Website](#) ↗

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

RESOLUTION NO. 2022-116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PROCUREMENT OF WIRELESS AND DATA SERVICES FROM CELLCO PARTNERSHIP dba VERIZON WIRELESS THROUGH THE DEPARTMENT OF INFORMATION SERVICES (DIR) CONTRACT DIR-TELE-CTSA-003 FOR AN ESTIMATED AMOUNT OF \$375,000.00 OVER THE NEXT FIVE YEARS THROUGH DECEMBER 2027; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to purchase wireless and data services; and

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

WHEREAS, the State of Texas Department of Information Resources has taken competitive sealed bids and awarded contract #DIR-TELE-CTSA-003 for wireless voice and data services to Cellco Partnership dba Verizon Wireless; and

WHEREAS, the City of Duncanville estimates that its annual purchases will exceed \$50,000.00 and thus requiring City Council approval.

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

SECTION 1. The City Council hereby approves the acquisition of services available from Cellco Partnership d/b/a Verizon Wireless through the State of Texas Department of Information Resources contract #DIR-TELE-CTSA-003 in accordance with its unit prices as set forth in the contract, and hereby authorizes the City Manager or her designee to issue the appropriate purchase orders.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of December 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Janie Willman, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Resolution No. 2022-116



STAFF REPORT

MEETING: City Council - 06 Dec 2022

TITLE:

Council to consider a Resolution approving a Hotel Occupancy Tax Grant for the FY 22-23 budget in the amount not to exceed \$15,215.68 to the Duncanville Chamber of Commerce for maintenance repairs, landscaping upgrades, computer upgrades, and signage while serving as the Duncanville Official Visitors Center.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Agustin 'Gus' Garcia, Managing Director of Development Services

BACKGROUND/HISTORY:

The City's Hotel Motel Tax revenues are generated from a seven percent tax paid by guests who rent a hotel room within Duncanville. This local tax is authorized by the State of Texas therefore, the expenditures of these funds are restricted and must be used according to state law.

There is a two-part test for every expenditure of local hotel occupancy tax.

Criteria #1: Under the Tax Code, every event, program, or facility funded with hotel occupancy tax revenues must likely do two things: 1) directly promote tourism; and 2) directly promote the convention and hotel industry. "Tourism" is defined under Texas law as guiding or managing individuals who are traveling to a different city, county, state, or country. A "direct" promotion of the convention and hotel industry has been consistently interpreted by the Texas Attorney General as a program, event, or facility likely to cause increased hotel or convention activity. This activity may result from hotel or convention guests that are already in town and choose to attend the hotel tax-funded facility or arts or historical event, or it may result from individuals who come from another city or county to stay in an area lodging property at least in part to attend the hotel tax-funded event or facility. If the funded event or facility is not reasonably likely to directly enhance tourism and the hotel and convention industry, local hotel occupancy tax revenues cannot legally fund it.

Entities applying for hotel occupancy tax revenue funding should indicate how they will market the event to attract tourists and hotel guests.

If an entity does not adequately market its events to tourists and hotel guests, it is difficult to produce an event or facility that will effectively promote tourism and hotel activity.

Criteria #2: Every expenditure of the hotel occupancy tax must clearly fit into one of nine statutorily provided categories for expenditure of local hotel occupancy tax revenues.

The nine categories for expenditure of the hotel occupancy tax are as follows:

- 1) Funding the establishment, improvement, or maintenance of a convention center or visitor information center.
- 2) Paying administrative costs for facilitating registration.
- 3) Advertising, solicitations, and promotions that attract tourists and delegates to the city or its vicinity.
- 4) Expenditures that promote the arts.

Under § 351.103(c), a city with a population under 125,000 may expend up to 15% of hotel occupancy tax revenue collected on art-related programs and tourism. Specifically, it allows funding for the encouragement, promotion, and application of art, including instrumental, vocal music, dance, drama, folk art, creative writing, architecture, design allied fields, painting, sculpture, photography, graphic craft arts, motion pictures, radio, television, tape, sound recording, and other presentation, performance, execution, or exhibition of these major art forms.

However, it is not enough that a facility or event promotes the arts; Texas law requires that the arts-related expenditure also directly promotes tourism and the hotel and convention industry.

Section 351.101(a) of the Tax Code specifically states that "the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry." The Texas Attorney General reaffirmed this standard when it held in Opinion GA-0124: "Under section 351.101 of the Tax Code, a municipality may expend its municipal hotel occupancy tax revenue only to promote tourism and the convention and hotel industry, and only for the specific uses listed in the statute." In order to comply with the hotel occupancy tax statute, THLA and TFA agree that to be eligible for municipal arts funding with HOT revenues, recipients must satisfy the following requirements: The recipient presents, performs, promotes, encourages, or otherwise makes possible, artistic events, cultural performances, programs, exhibitions or lectures involving the major art forms listed in the statute, or "other arts related to the presentation, performance, execution and exhibition of these major art forms." The hotel occupancy tax-funded programs and events are advertised and open to the general public. The recipient directly enhances and promotes tourism and the convention and hotel industry.

Criteria Examples:

- Recipient books hotel rooms for visiting artists and offers hotel-related information to attendees of the organization's hotel occupancy tax-funded events.
- The recipient promotes or markets its events outside of the local area through standard media promotion or advertising, websites, mailing lists, local, regional, and national listings in publications and calendars, use of social media, and where appropriate includes a link to information about area hotels.
- The recipient, either through audience or attendee questionnaires, polling, or hotel block booking codes, demonstrates that hotel guests, tourists, convention attendees, or other out-of-town visitors have attended its hotel tax-funded events.
- Funding historical restoration or preservation programs.

- Funding certain expenses, including promotional expenses, directly related to a sporting event within counties with a population of fewer than 1 million.
- Funding the enhancement or upgrading of existing sports facilities or sports fields for certain municipalities.
- Funding transportation systems for tourists.
- Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.

POLICY EXPLANATION:

The City Council has approval over the expenditure of Hotel Occupancy Tax (HOT) Funds. Based on City Council's prior direction, all Hotel Motel Tax Grants are paid on a reimbursement basis for approved expenditures.

The applicant's funding history is listed below.

FY19-20 :\$33,445 HOT Funding Approval

FY20-21: \$17,760 HOT Funding Approval

FY21-22: \$18,000 HOT Funding Approval

FY22-23: \$19,200 HOT Funding Approval

The requested funds will be used towards maintenance repairs, landscaping upgrades, computer upgrades, and signage while serving as the Duncanville Official Visitors Center.

FUNDING SOURCE:

ORG and Object Number

10011000/700450

Available Budget

\$212,113.21

Purchase Amount

\$15,215.68

After Encumber

\$196,897.53

ACTION ALTERNATIVES:

1. Approve funding in the amount of \$15,215.68 for an offer of a Hotel Occupancy Tax Grant for the FY22-23 Budget for the Duncanville Chamber of Commerce Visitor's Center.
2. Do not provide funding.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2022-092 - Consider a Resolution for approval for FY23 HOT Funds for Duncanville Visitor Center Repairs - Pdf](#)

RESOLUTION NO. 2022-092

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN OFFER OF A HOTEL OCCUPANCY TAX GRANT FOR THE FY22-23 BUDGET IN THE AMOUNT OF \$15,215.68 TO THE DUNCANVILLE CHAMBER OF COMMERCE FOR MAINTENANCE REPAIRS, LANDSCAPING UPGRADES, COMPUTER UPGRADES, AND SIGNAGE WHILE SERVING AS THE DUNCANVILLE OFFICIAL VISITORS CENTER; CONDITIONAL UPON APPROVAL IN THE FY22-23 BUDGET; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is authorized by Chapter 351 of the Texas Property Tax Code to levy a hotel occupancy tax to be used to directly enhance and promote tourism and the convention and hotel industry; and

WHEREAS, the City has, by ordinance, imposed a local hotel occupancy tax; and

WHEREAS, the Duncanville City Council, after consideration of the application of the Applicant finds that expenditures of local hotel occupancy tax revenues for the grant as set forth herein, will directly enhance and promote tourism and the hotel industry in the City and its vicinity.

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

SECTION 1. The City of Duncanville, Texas hereby approves a Hotel Occupancy Tax Grant in the amount not to exceed fifteen-thousand and two hundred and fifteen dollars and sixty-eight cents (\$15,215.68) to the Duncanville Chamber of Commerce for the following purposes: \$13,715.68 – Maintenance Repairs, Landscaping Upgrades, and Computer Upgrades; \$1,500 - Signage for the Duncanville Visitors Center for property located at 300 E. Wheatland, Duncanville, Texas.

SECTION 2. The City Manager is hereby authorized to execute the necessary documents to fulfill this resolution after approval as to form by the City Attorney.

SECTION 3. This Resolution shall be effective upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 6th day of December, 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Janie Willman, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 06 Dec 2022

TITLE:

Council to conduct a public hearing and consider adopting an ordinance approving the request of Monte Anderson, applicant and owner, to include a Planned Development/Local Office Retail district on Wheatland Plaza Shopping Center, Block 1, Lot A & ABND Alley, more commonly known as 402 East Wheatland Road, 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:

Nathan Warren, Senior Planner

BACKGROUND/HISTORY:

Comprehensive Plan

The subject property has a Future Land Use Designation of Retail/Commercial. The Comprehensive Plan states that establishments in Retail/Commercial areas have goods for purchase by the general public and generate sales tax revenue. The Comprehensive Plan goes on to list the following policies to guide Retail/Commercial areas:

- They should be located at high points of visibility.
- They should serve as a buffer and transition between higher and lower intensity uses.

This request conforms with the goals highlighted in the Comprehensive Plan as the request aims to bring new goods and services to the area.

Project Scope

The goal of the proposed project is to enhance the current strip mall into a mixed-use commercial and multi-family development. The project aims to bring new types of local retail, entertainment, and essentials to the neighborhood and bring a new live-work-play concept to Duncanville. This project aspires to become a catalyst for reinvestment in the surrounding area that places a focus on human-scaled urban design. The project will happen in four phases that include renovating existing buildings, updating site infrastructure, building new accessory commercial structures and housing, and upgrading site circulation to increase pedestrian/bike safety in the surrounding area.

Five new elements of the project include a food hall with 3 smaller restaurant suites and an anchor restaurant, human-scaled plaza with walk-up commercial kiosks, with a central located multifamily housing with a retail and office usage of up to 20%, short-term lodging, and a co-working space.

A Planned Development District allows for the ability to propose alternative conditions. The current zoning for this property is LOR, Local Office Retail district. The applicant is requesting allowance of the following:

Setbacks

- Allow a 0 – 10-foot building setback in place of the required 25-foot building setback.
- Allow a 15-foot minimum side setback in place of the required 25-foot side setback.
- Allow a 20-foot minimum rear setback in place of the required 25-foot rear setback.

Lot Size

- Remove the minimum/maximum rules dictating lot size, for any future subdividing. The current requirement is a minimum lot width of 70 feet and a minimum lot depth of 100 feet.

Height

- Maximum height of two (2) stories within 25 feet of single-family residential structures. The current maximum height allowed is two (2) stories.
- Maximum height within Subarea 1 is one (1) story.
- Maximum height within Subarea 2 is three (3) stories.
 - Allow a fourth floor for roof access structures, roof terraces and stairwells on the residential building up to 5% of the ground floor area.
- Maximum height within Subarea 3 is two (2) stories.
- Maximum height within Subarea 4 is one (1) story.

Lot Coverage

- Allow up to 45% maximum lot coverage for proposed growth of mostly housing and some new commercial within the development. This district currently allows up to 40% lot coverage. The existing lot coverage is 31.45%. All construction proposed in this Planned Development would raise the lot coverage to 37.75% still underneath the currently allowed lot coverage percentage.

Design Standards

- Allow DD-UL, Downtown District – Urban Living section design standards within the PD. The current zoning for this property is LOR, Local Office Retail district.
- Exempt the proposed PD from building articulation requirements set forth in the Comprehensive Zoning Ordinance.
- Allow residential design standards that include:
 - Ground floor level at least 10 feet tall for buildings in Subarea 2.
 - Buildings in Subarea 2 will have a minimum of 15% window glass area on facades facing Wheatland Road.

- Buildings in Subarea 3 will have a minimum of 10% window glass area on facades facing externally.
- The use of a porch, balcony, or significant entry feature along a total of 50% of the linear length of a façade (any floor on that façade site counts in calculating distances between elements that protrude or modify the plane of the building) for externally facing façade areas of buildings in Subarea 2 and 3.
- Allow the implementation of commercial design standards which allows main entrances of building sites to be located on any side of the building provided that they follow aesthetic design requirements for front entrances. Current development standards only allow a primary entrance to front a public street with a walkway connecting to a front sidewalk. The applicant proposes to include appropriate lighting for security, signage and any overhang.

Screening and Buffering

- Allow collection of garbage, recycling, and other waste to take place outside of the rear of the building. The applicant proposes to designate waste collection zones. Waste collection zones will be approved by the City Planner. Such zones will follow current screening and buffering requirements. The applicant requests that dumpsters behind existing buildings be exempt from screening requirements.
- Allow all buildings over 1,000 square feet in ground area to have a flat roof and a 3-foot parapet wall to screen rooftop equipment. All equipment must be set back 5 feet minimum from the exterior roof boundary.

Parking

- Allow permeable surfaces for required parking in areas of high stormwater activity where additional drainage is required and for other parking or driving surfaces subject to approval by the City Engineer. Current development standards prohibit permeable surfaces for required parking and fire lanes.
- Allow required parking to be blocked during approved community events, except parking in high traffic areas or emergency uses. During phases of new construction, temporary no parking signs will be posted 5 to 10 feet around the perimeter of the construction site. Fire lanes will remain clear at all times.
- Allow the shared parking agreement that the applicant intends to file to remain in effect until the number of required parking spaces reaches more than 10% of the total required spaces. The shared parking must be evaluated to review the mix of parking based on uses once that threshold is reached.

Landscaping

- Allow a variable width buffer along the property line and into the unutilized street right-of-way. In addition, implement on-street parking in the underutilized travel lane closest to the curb. Currently the property does not have a landscape buffer.
- The applicant is requesting a minimum of 5% of the lot area be landscaped in place of the required 20% requirement. This does not include the additional parking requirements. Due to the large amount of required parking and building area which already exists, meeting the standard landscape requirements is infeasible. The applicant also intends to add irrigation throughout the property. These areas will utilize natural rainwater in addition to a backup irrigation source. The applicant requests that the use of rainwater catchment be allowed without any additional screening required.

Additional Requests

- Residential Proximity Slope and Intersection Visibility Triangle.

Please reference Attachment 6 - PD Proposal for more in-depth explanation of the special requests from the applicant.

Proposed Uses

Residential

- Live-Work Unit
- Mixed-Use Development
- Multiple-Family Dwelling

Educational, Institutional, Public and Special Uses

- Adult Day Services
- Art Gallery and Museum
- Medical, Clinic or Office
- Medical, Rehab Care (w/o Live-In)
- Place of Worship
- Radio or TV Broadcasting w/o Tower
- Research and Development Lab (Tech)
- School (Business/Trade/Vocational, College/University, Primary/Secondary Public and Private)

Recreational and Entertainment Uses

- Amusement, Indoor
- Amusement, Outdoor (Temporary)
- Banquet or Event Center (with SUP)
- Theater, Indoor Only
- Theater, Performing Arts

Retail and Service Uses

- Art Instruction Studio
- Art Studio
- Bar (>75% Alcohol Sales)
- Financial Institution
- Food Truck Park
- Grocery, Local Scale
- Grocery, Neighborhood Scale
- Gym and Fitness Facilities
- Nursery, Retail
- Personal Care Service Shop
- Postal Mart
- Professional Office, Local Scale
- Restaurant, Limited Seating
- Restaurant, Seated Service
- Retail, Convenience Store
- Convenience Store w/ Restaurant
- Retail, Local Scale
- Retail, Neighborhood Scale
- Retail, Sundry
- Seasonal Sales
- Tattoo or Piercing Studio

- Alcohol Production and Tasting/Tap Room, Micro w/ Food Sales
- Boutique Hotel
- Laundry, Dry Cleaning Drop-Off/Pick-Up
- Laundromat

Automobile and Transportation Uses

- Auto Dealership (Inside Only)

Glossary of New or Modified Use Definitions

1. Research and Development Lab (Tech): A facility under 10,000 square feet that includes laboratories and experimental equipment for prototype design, engineering, and product testing.
2. Amusement Outdoor (Temporary): Any temporary outdoor amusement center where there may or may not be an admission charge, and which may include such activities as rides, entertainment, games, booths, food services and sales, and exhibitions. This use type will be limited to Subarea 1 on the site.
3. Banquet or Event Center: A building, facility, room, or portion thereof, that is rented, leased, or otherwise made available to any person or group for a private event function that is not open to the general public, regardless of whether a fee is charged. Includes reception facilities and wedding venues. Limited to 10,000 square feet.
4. Food truck park: An area designated for mobile vendors (e.g., food trucks) to park and sell food, beverages, and other retail items or services to patrons. This use type will be limited to Subareas 1, 2, and 3 on the site. The hours of operation for the designated food truck area will be 7 am-10 pm. Restrooms will be provided in buildings located in Subareas 1 and 2. All electrical, water, and wastewater connections shall be provided, and above ground utility connections shall not interfere with pedestrian or vehicular safety and shall not be located in customer service areas or customer parking lots. Detached signage for mobile vendors is allowed while within the property boundary. Waste receptacles will be provided on site.
5. Retail, Sundry: A retail store 10,000 square feet or under, also commonly referred to and promoted and advertised as a dime or dollar store, selling various miscellaneous small items that are usually of no large value and not important enough to be mentioned individually such as dry goods, toiletries, household supplies and perishable and nonperishable food. Only one such use is allowed in the PD area.
6. Seasonal Sales: Temporary outdoor retail operations (restricted to Subarea 1, 2, and 3) including but not limited to:
 - a. Farmer's markets;
 - b. Seasonal sales of Christmas trees, pumpkins, firewood, or other seasonal items; or
 - c. Semi-annual sales of art or handcrafted items in conjunction with community festivals or art shows.
7. Tattoo or Piercing Studio: An establishment or facility under 3,000 square feet in which tattooing and/or body piercing is performed as defined by Chapter 146 of the Texas Health and Safety Code. This does not include the tattooing of permanent makeup. Only one such use is allowed in the PD area.
8. Boutique Hotel: Generally small, owner-operated businesses. Room numbers range from four (4) to twenty (20). Reservations may be made directly with the property. A boutique hotel offers

a limited set of services, which typically include: a business center, meeting rooms, fitness room, laundry facility, and swimming pools. A boutique hotel might have a specialty restaurant, but only offer a limited menu and select days, or have small-scale meeting facilities and special events.

9. Auto Dealership (Inside Only): The display for sale of more than two motor vehicles or any type of trailer in an enclosed environment, and where repair or body work is incidental to the operation of the new or used vehicle sales. Motor vehicles sales includes motor vehicle retail or wholesale sales. Outside storage of motor vehicles for sale does not exist. Limited to 5,000 square feet and one use in the PD area.

Signage

For new signage, the site must comply with Chapter 16A Sign Guidelines of the Code of Ordinances regarding attached and freestanding signage.

Surrounding Land Use

Adjacent to the north is J. Herman Reed Middle School zoned SF-13, Single-Family Residential District and First Presbyterian Church, zoned SF-10, Single-Family Residential. To the east, west, and south, are existing residences, zoned SF-7, Single-Family Residential District.

Recommendation

The Planning & Zoning Commission considered the applicant's request and recommended approval by a vote of 4 to 0.

November 15th Council Meeting

This item was deferred to the December 6th City Council Meeting due to concerns from Council pertaining to the magnitude of requests proposed by the applicant. The need for a definition for the use *Boutique Hotel* was discussed. The applicant provided the definition and was included in the previous staff report. Concern about the use *Event Center* being permitted by right was expressed by Council. The applicant is amenable to allowing this use as permitted with a Specific Use Permit. Council discussed the possibility of rolling out development in phases.

POLICY EXPLANATION:

Notification

Fifty-three (53) notices were sent out for this public hearing. As of this writing, one (1) response has been received in favor of the request. Letters will be received until Tuesday, December 6, 2022, to fulfill legal requirements for a written formal protest to City Council.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Adopt an ordinance approving the Planned Development.
2. Do not approve the Planned Development.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - Legal Advertisement](#)

[Attachment 2 - Maps](#)

[Attachment 3 - Zoning Change Application](#)

[Attachment 4 - Site Plan](#)

[Attachment 5 - Vehicular Paths](#)

[Attachment 6 - PD Proposal](#)

[Attachment 7 - Letter to Owners Within 200' Buffer & Responses](#)

[Attachment 8 - List of Property Owners](#)

[Ordinance No. 2461 \(2.0\)](#)

Attachment 1

Advertise 1 time - By October 10

NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING AND ZONING COMMISSION AND CITY COUNCIL
ZONING FILE #2022-31

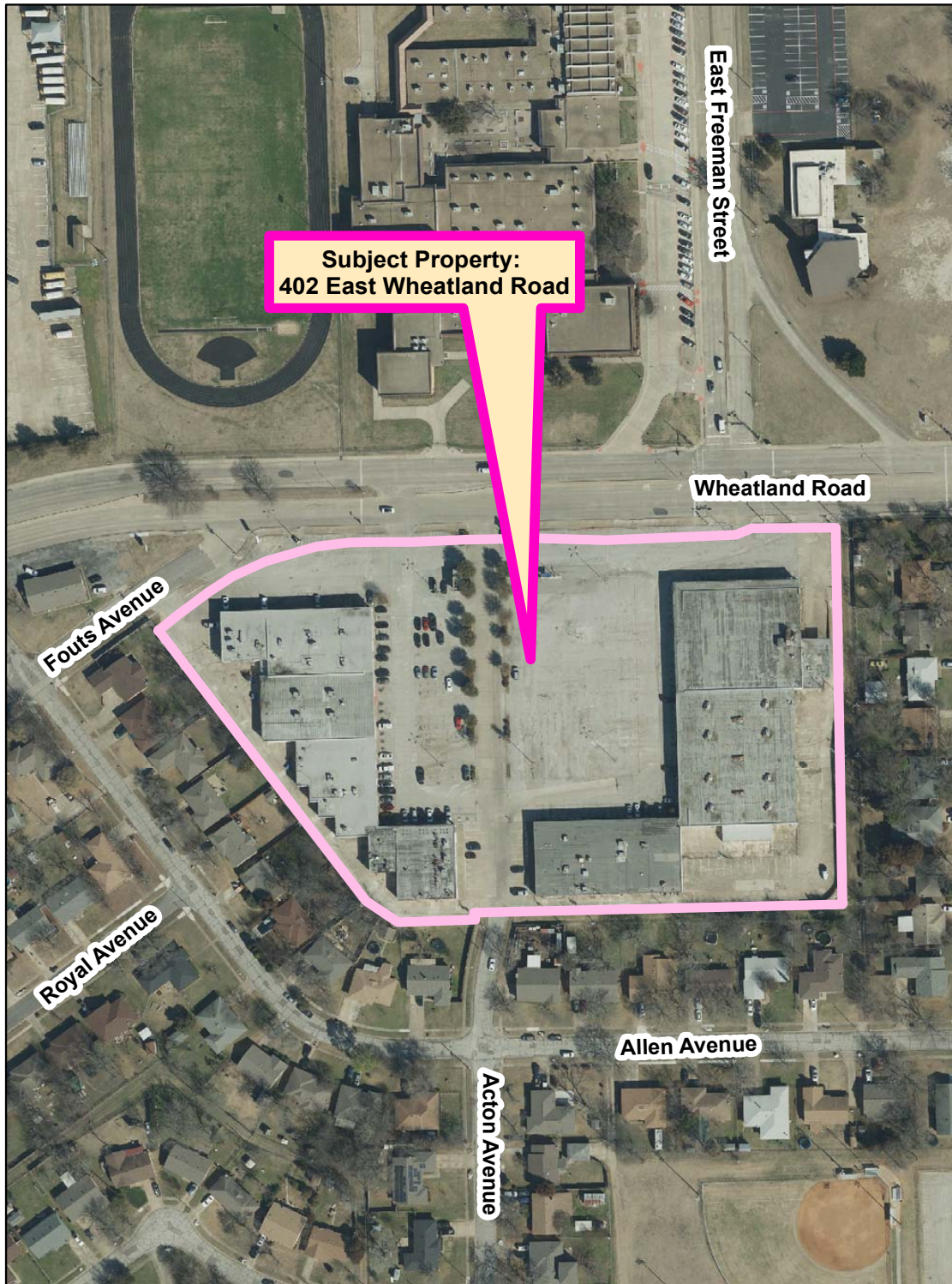
A public hearing will be held before the Planning and Zoning Commission on Monday, October 24, 2022, at 7:00 p.m., and before City Council on Tuesday, November 15, 2022, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Rd, Duncanville, Texas, to hear a request of Monte Anderson, Applicant, for a Planned Development/Local Office Retail District on Wheatland Plaza Shopping Center, Block 1, Lot A & ABND Alley, more commonly known as 402 East Wheatland Road, City of Duncanville, Dallas County, Texas.

As an interested citizen, you may appear at the public hearing or you may send a notice to either the City Secretary, Juanita Willman, or to Nathan Warren, Senior Planner, P.O. Box 380280, Duncanville, Texas, 75138-0280 stating your position.

CITY OF DUNCANVILLE
Juanita Willman
City Secretary

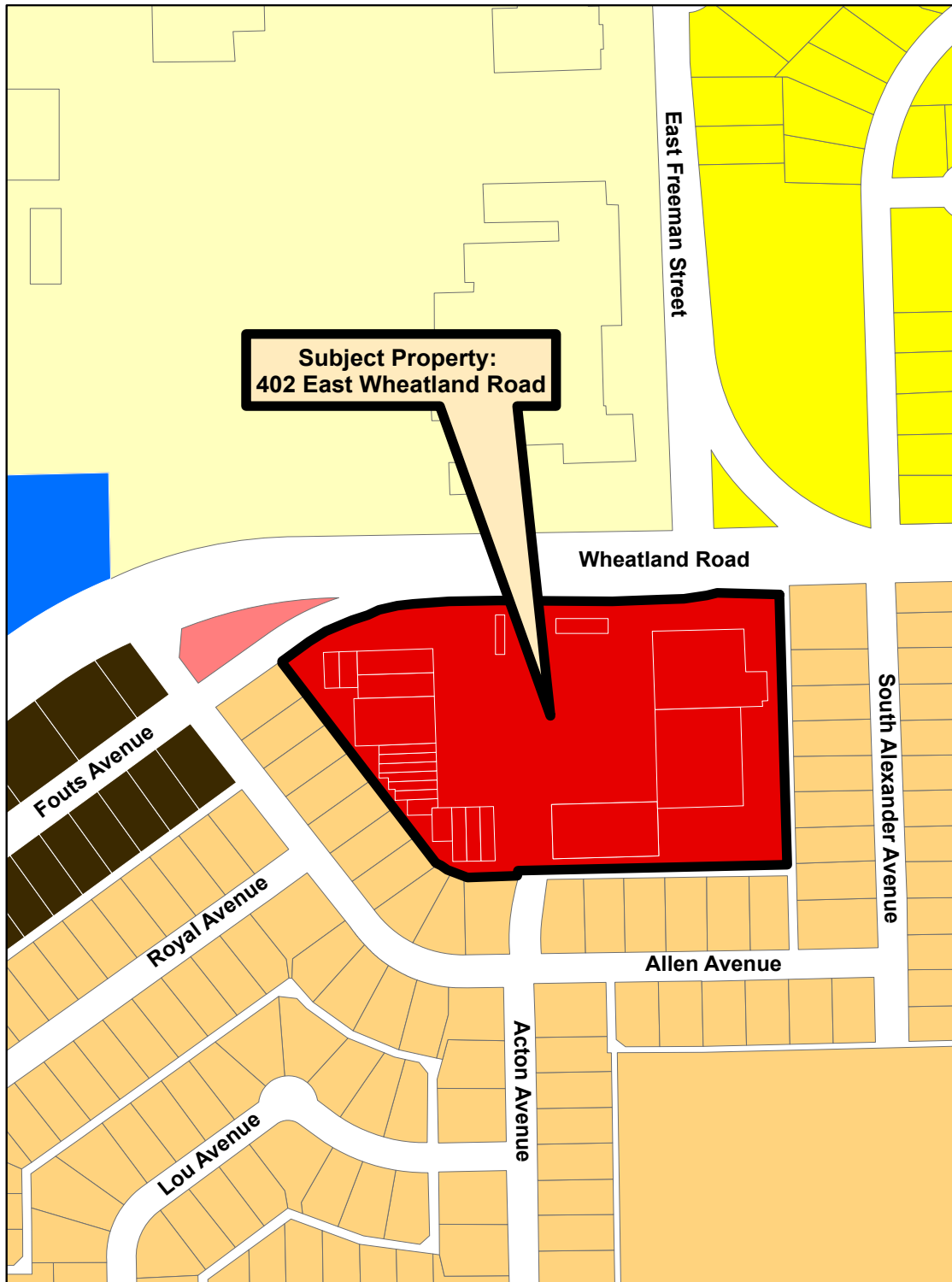
Nathan Warren,
Senior Planner

Attachment 2

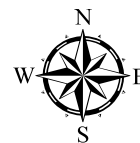


**Request for Planned Development
Case 2022-31
402 East Wheatland Road**





**Request for Planned Development
Case 2022-31
402 East Wheatland Road**



Attachment 3



Public Works Department
Planning Division
203 E Wheatland Road
P.O. Box 380280
Duncanville, TX 75138
(972) 780-5015

ZONING CHANGE APPLICATION

CONTACT INFORMATION

Applicant/ Agent Options RE **Contact:** Monte Anderson

☐ Engineer ☐ Architect ☐ Surveyor ☒ Owner ☐ Other

Applicant/Agent Address: 111 E Davis **City:** Duncanville **State:** TX **Zip:** 75138

Agent Email: monte@optionsre.com **Telephone:** 214-283-1111 **(Fax)**

Property Owner: _____ **Contact:** _____

Owner Address 111 E Davis **City:** Duncanville **State:** TX **Zip:** 75138

Owner Email: monte@optionsre.com **Telephone:** 214-283-1111 **(Fax)**

REQUIRED

PROPERTY INFORMATION

Property Address: 402 E Wheatland Road

Legal Description of Property: Anderson Slayback Survey, Abstract 1299

Lot No. A **Block No.** 1 **Acreage:** 7.50 **Existing Zoning District:** LR

REQUIRED

REQUEST TYPE

☐ Specific Use Permit - Commercial ☒ **Planned Development (PD)**

For _____ ☐ **Amend PD Approval**

☐ Specific Use Permit - Residential ☐ **Development Plan Approval**

For _____ ☐ **Conceptual Plan Approval**

☐ **Change in Zoning** ☐ **Alternative Compliance Request**

From LR To PD

REQUIRED

SUBMITTAL DOCUMENTS

ALL ZONING REQUESTS MUST CONTAIN THE FOLLOWING DOCUMENTATION

- ☒ Completed application
- ☒ Application fee
- ☒ Property survey, or site plan or electronic copy of the metes and bounds legal description Microsoft word format or plat
- ☒ Written description of request (associated variance requests require justification), business statement or business plan with detailed description of proposed operation
- ☒ Electronic copies of all submittals via email

REQUIRED

Acknowledgments

I understand that all required information and plans must be submitted with this application or the application be deemed incomplete.

I hereby authorize the placing of a sign on subject property indicating a zoning change is under consideration.

I understand the requirements of the zoning classifications as stated in the City of Duncanville Zoning Ordinance related to this request and will comply with all necessary requirements of the City codes. I am aware that the City Council has the power to zone land as most appropriate in their wisdom, to promote the health, safety, and morals and for the protection and preservation of places of historical or cultural importance, and the general welfare of the community.

I have read and understand this application and certify that all information and attachments are true and correct. I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the request described. Applicants (or a representative) are expected to be present at all public hearings concerning this application to justify and explain their request and to answer questions posed by the City Planning and Zoning Commission and City Council.

AT b
Signature of Current Property Owner

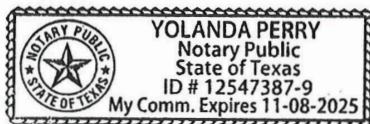
8-10-22
Date

Notarization

BEFORE ME, Yolanda Perry, on this day personally appeared Maite Emerson, known to or proved to me on the oath of Drivers License (description of identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

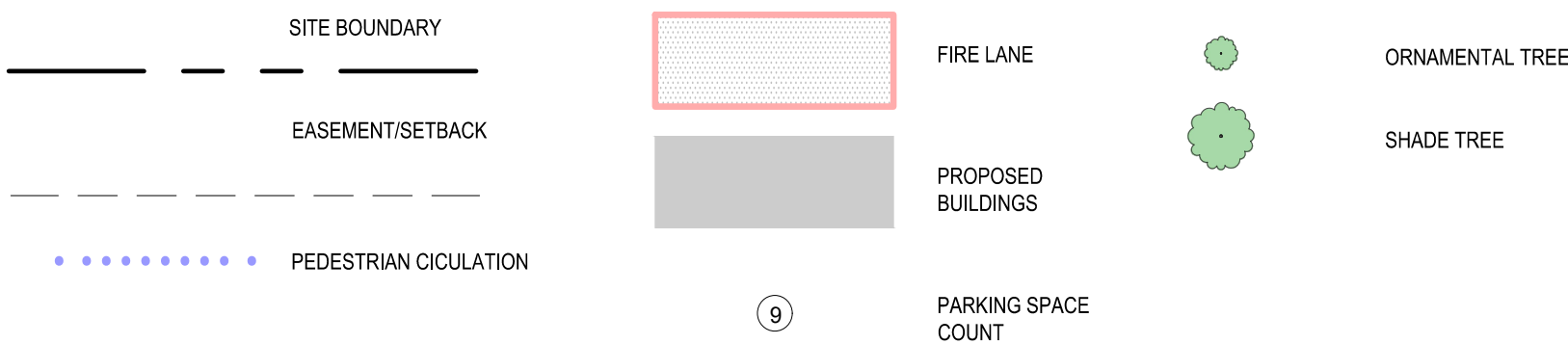
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of August, 2022.

(Seal)



Yolanda Perry
Notary Public in and for the State of Texas
My Commission Expires: 11/08/25

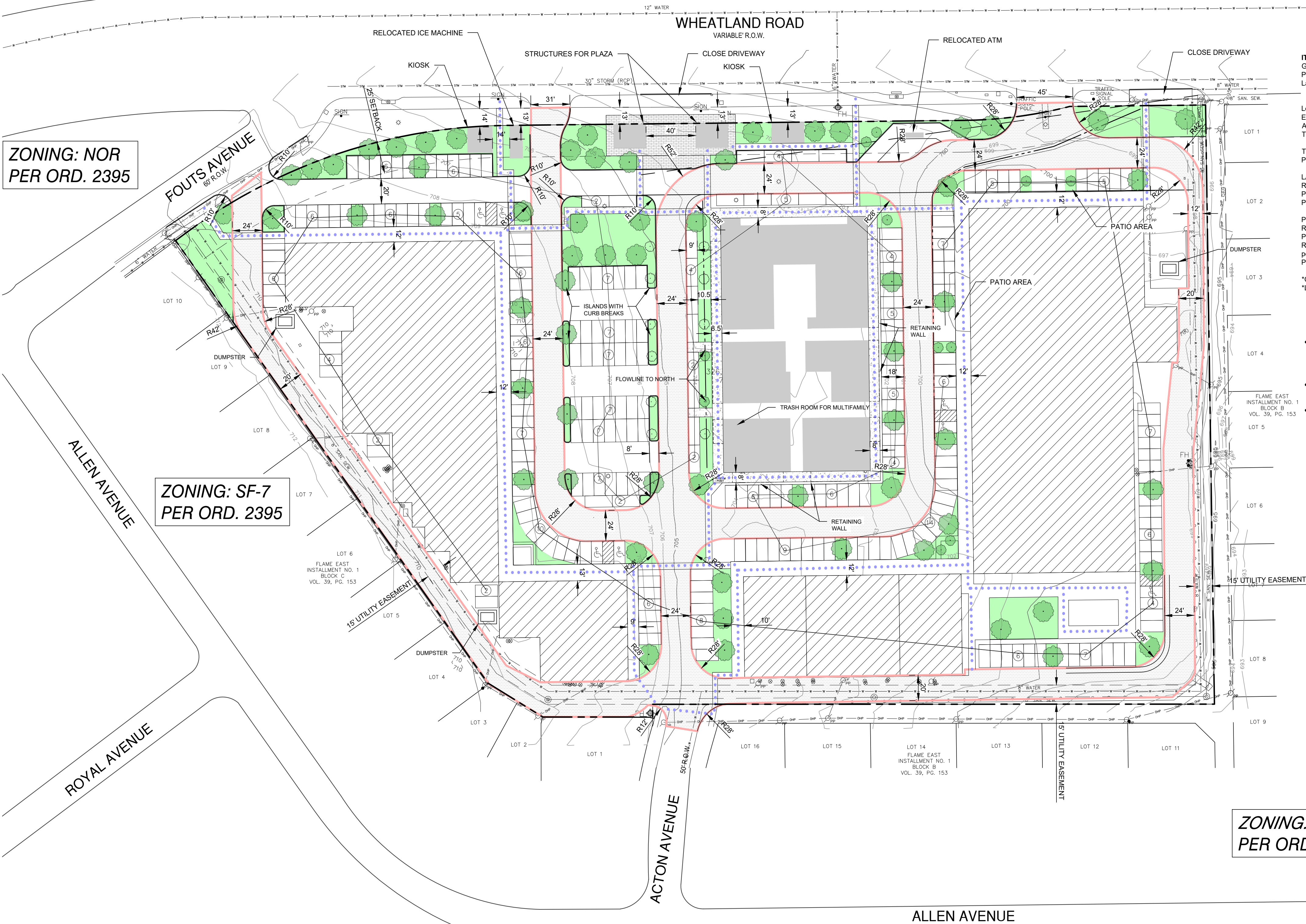
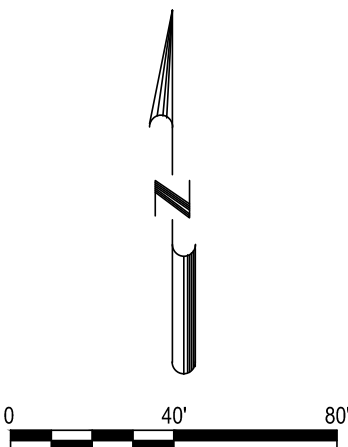
LEGEND



Attachment 4

ZONING: SF-13
PER ORD. 2395

ZONING: SF-10
PER ORD. 2395



SITE DATA

ITEM	QUANTITY
GENERAL Proposed Zoning Land Uses	PD Local Retail Multi-Family
Lot Area	7.5 acres (326,752 SF)
Existing Building Footprint Area	102,776 SF
Added Building Footprint Area	17,175 SF
Total Building Footprint Area	119,951 SF
Total Proposed Parking Spaces	255 spaces
Proposed ADA parking	7 spaces
LANDSCAPE	
Req. Landscape Area (20% of lot)	65,360 SF
Proposed Landscape Area (8% of lot)	21,385 SF
Proposed Trees	28 Shade, 9 Ornamental
Parking Lot Landscaping	
Required Landscaping SF (25 SF/Space)	6,450 SF
Proposed Landscaping SF	7,152 SF
Req. Trees (1 Shade tree or 2 ornamental trees per 15 parking spaces)	18 Shade, 36 Ornamental, or equivalent combination
Proposed Trees	35 Shade, 12 Ornamental

*One shade tree/two ornamental trees within 60' every space island at terminus
*Landscaping islands must be at least 150 SF

SITE NOTES

- Soil Characteristics: soil is in the 69-Stephen-Urban Land complex class (1-4% slopes) according to the USGS soil survey. Soil Composition: Stephen and similar soils: 60 percent; Urban land: 30 percent; Minor components: 10 percent. Hydrologic Soil Rating: D. Average 7 to 20 inches to parallel bedrock. More than 80 inches to groundwater.
- Topography Notes: topography generally follows existing ground. Proposed Multifamily building finish floors are at 704. Retaining walls as shown to meet existing ground.
- Slope analysis: slopes on site in most areas are between 1% and 5% slopes. A few areas of the parking lot reach 10% slopes, not for a distance of more than 25 feet.

DESIGNED BY:	T. WRIGHT
DRAWN BY:	T. WRIGHT
CHECKED BY:	K. SHEPHERD
DATE:	9/20/2022
REVISION:	

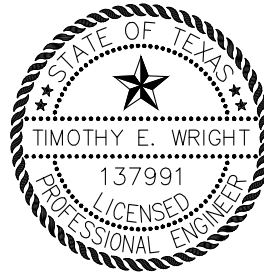
1001 N. Goliad Avenue, Rockwall, TX, 75087
(214) 430-4450
www.verdunity.com
Texas P.E. Firm Registration No. F-13496
Plan prepared by Timothy Wright, P.E.

VERDUNITY



WHEATLAND PLAZA
DUNCANVILLE, TEXAS

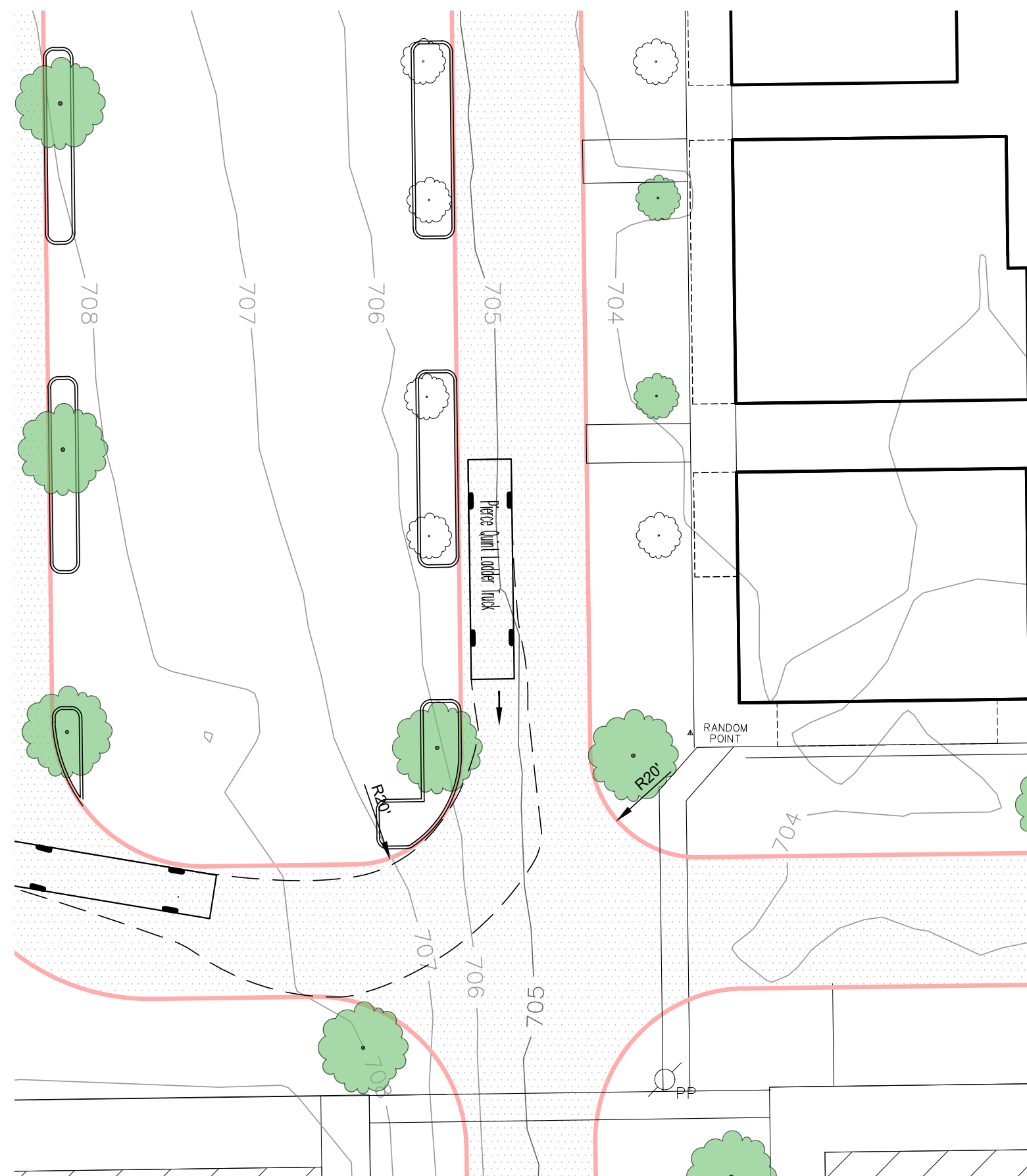
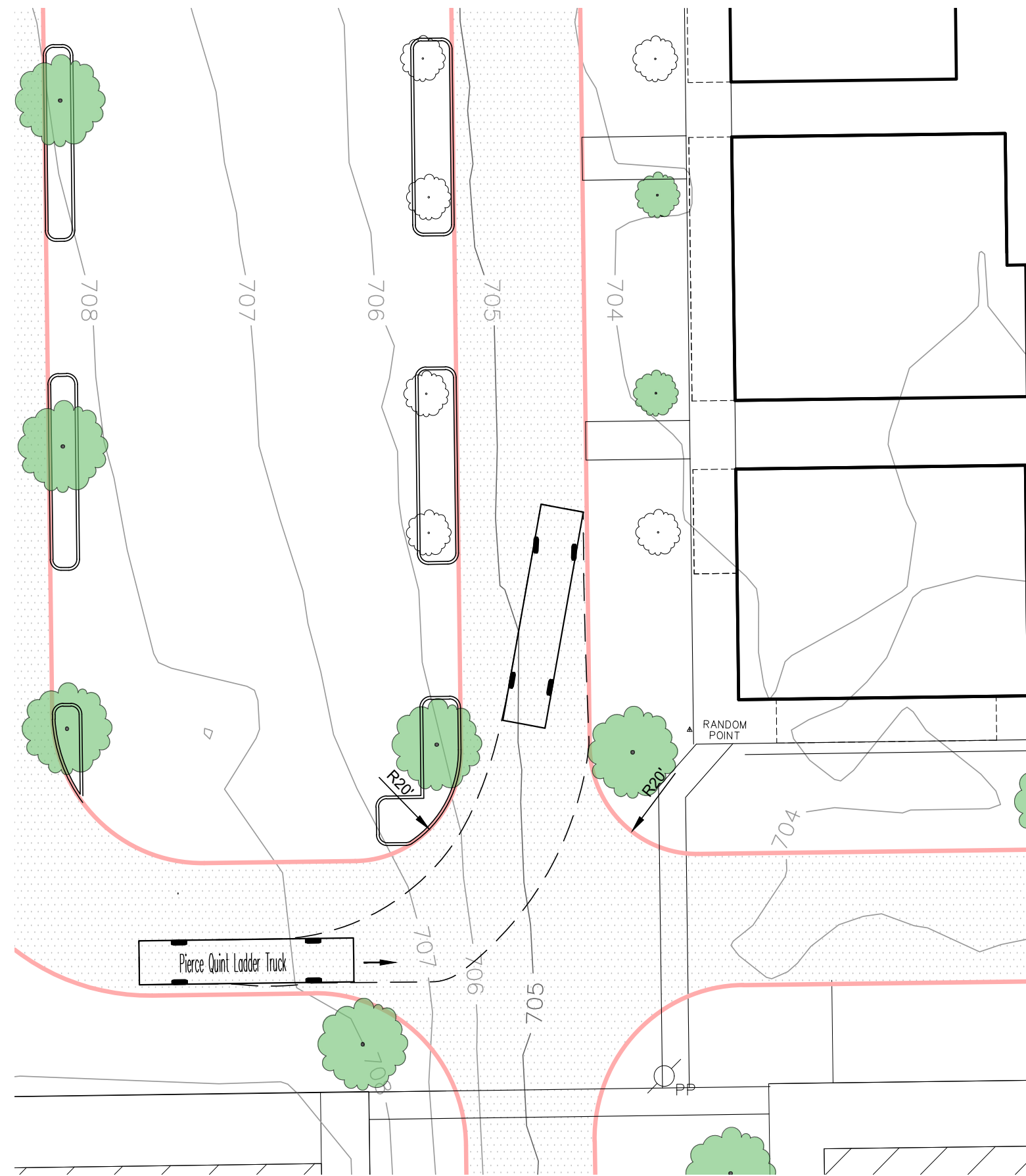
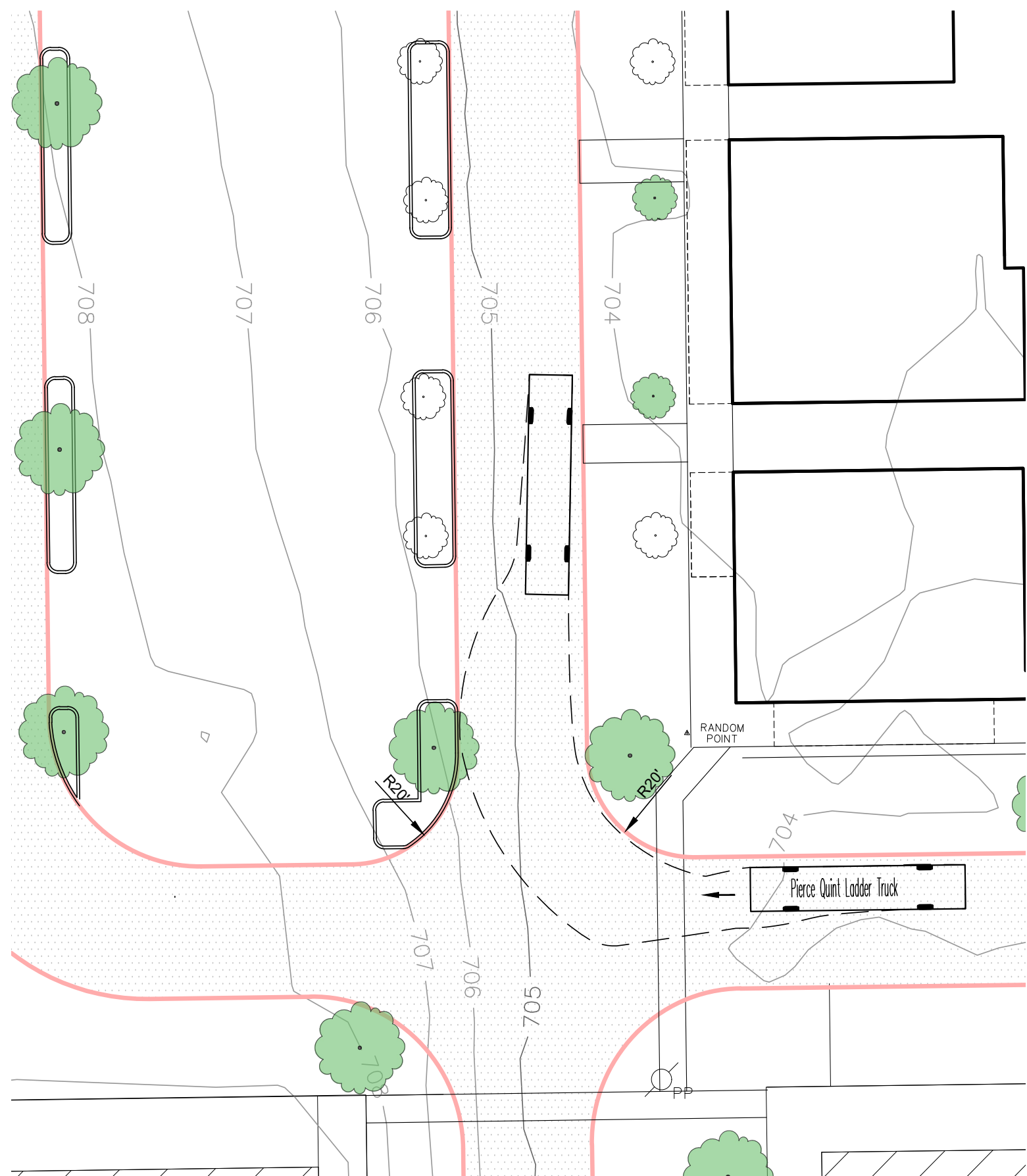
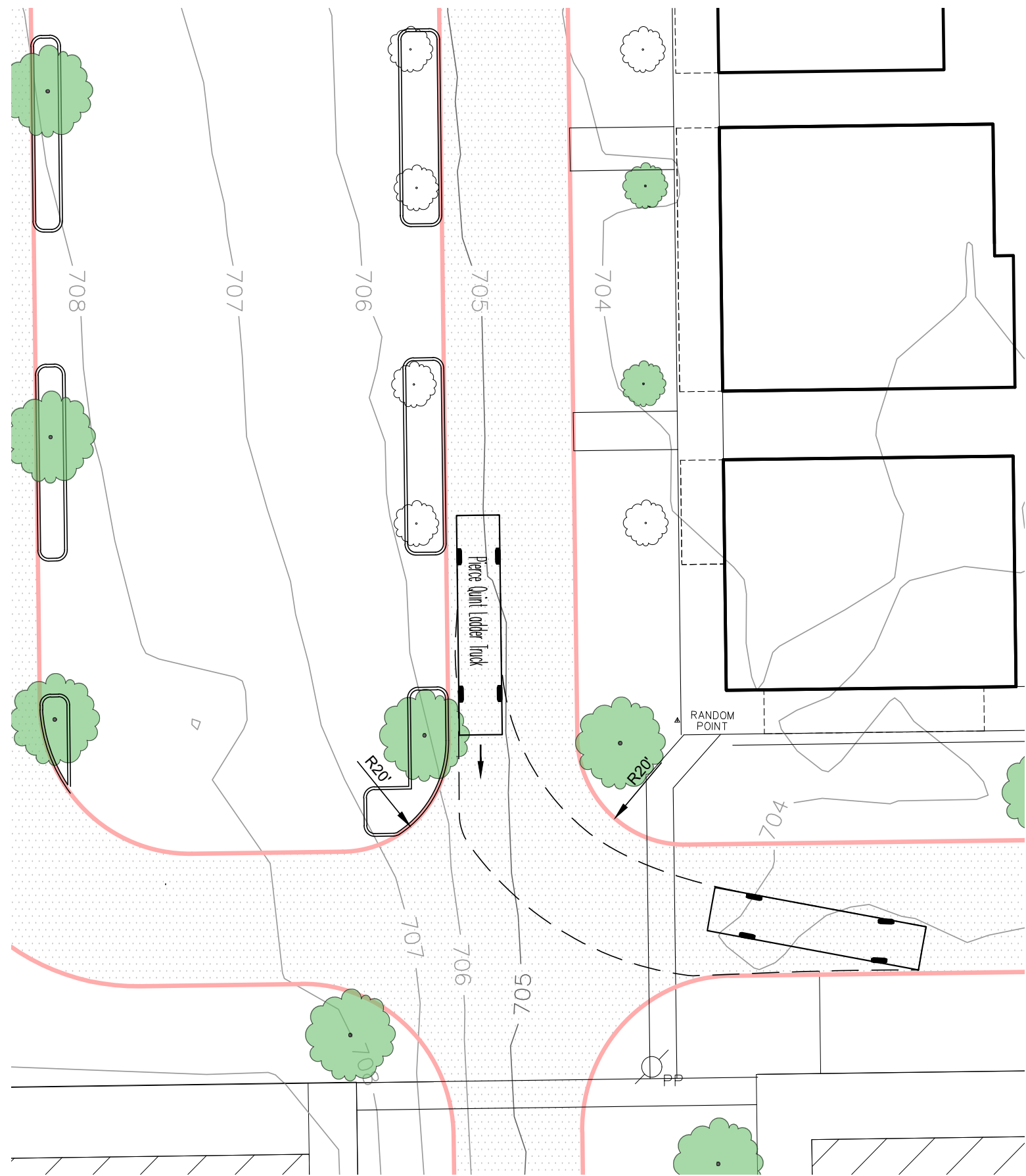
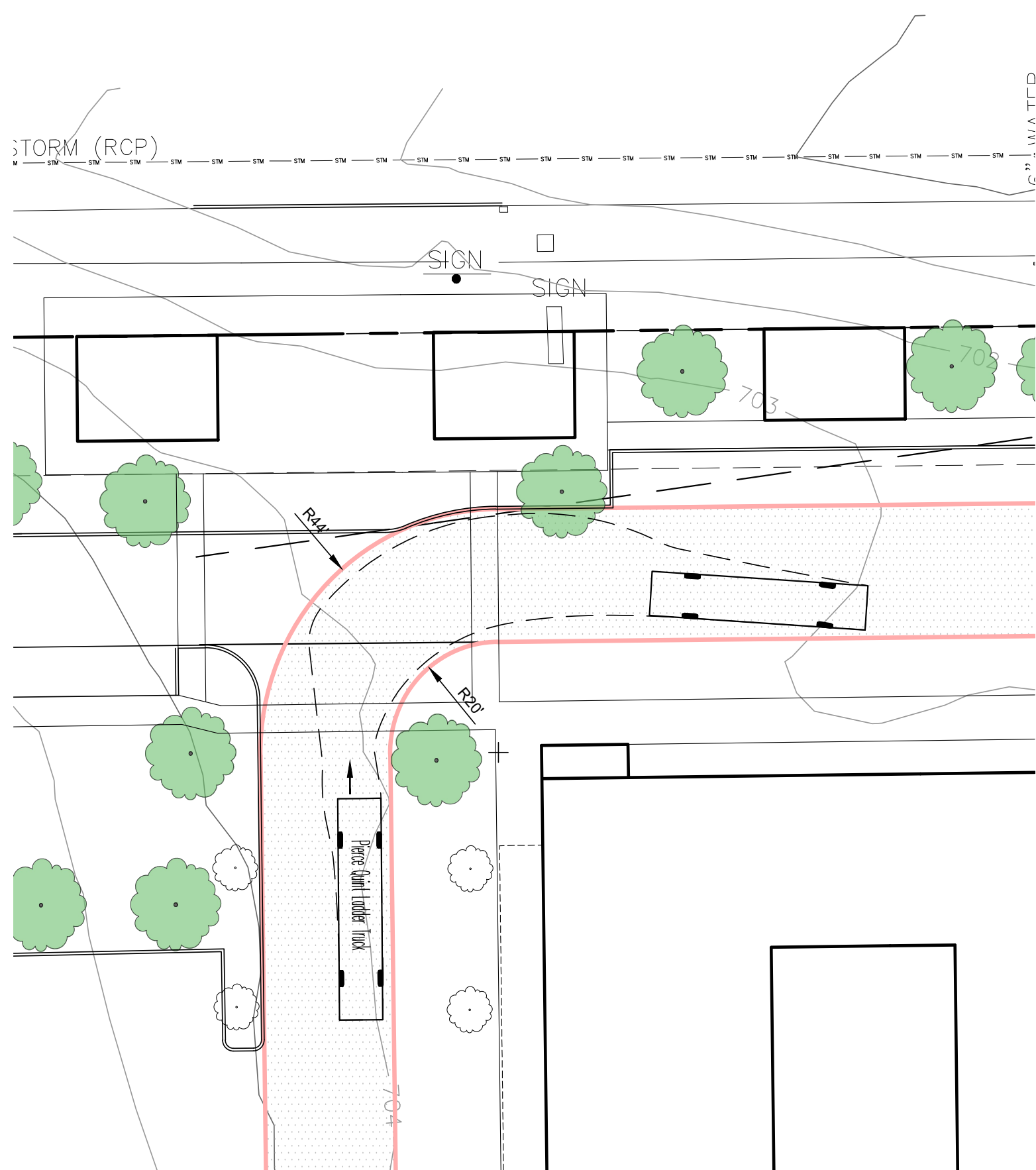
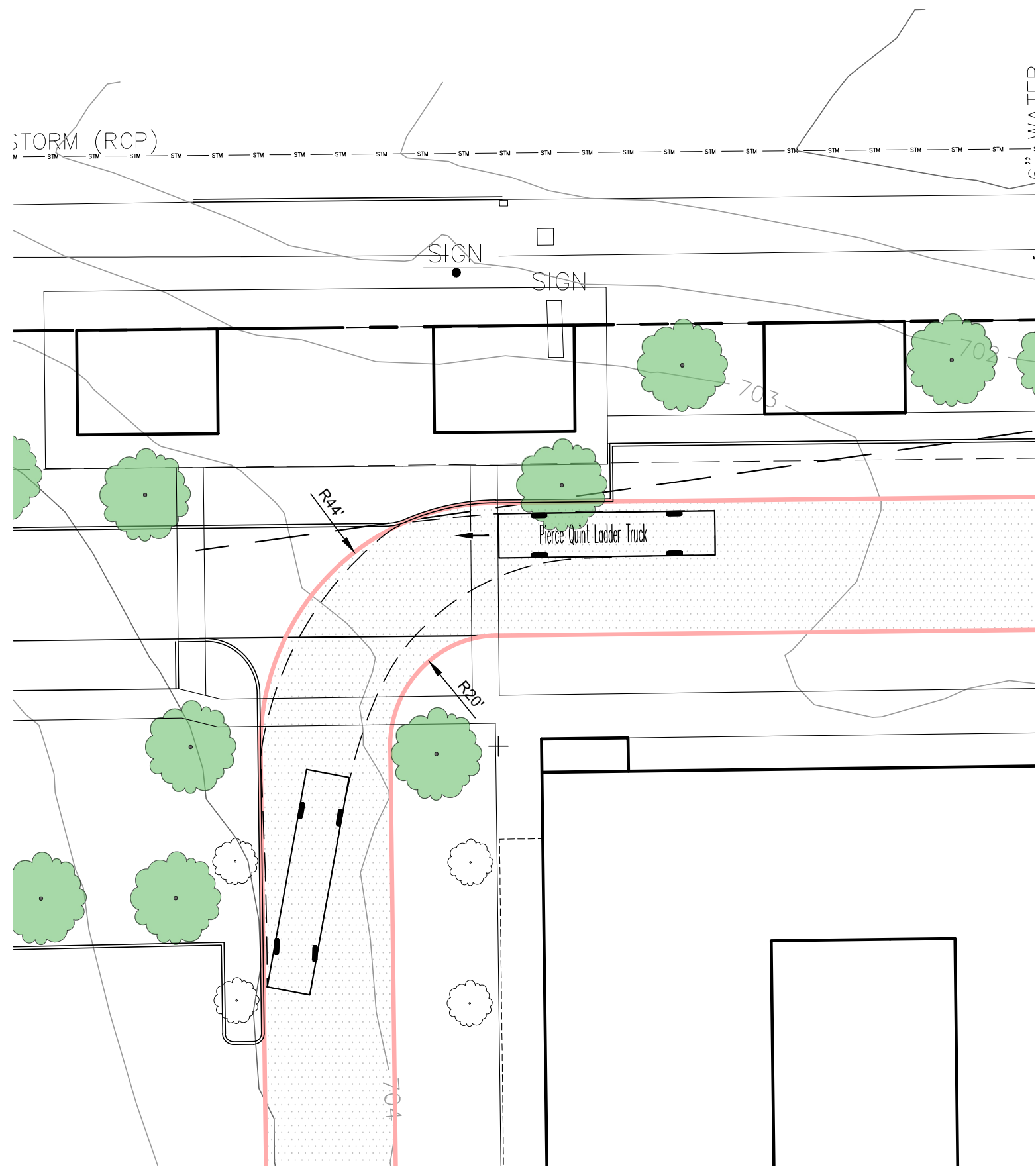
PD DEVELOPMENT MAP



Tim Wright
DIGITALLY SIGNED: 10/19/2022

FILE NO.	XXXXXXXX
JOB NUMBER:	107-01
DATE:	
SHEET	

Attachment 5



WHEATLAND PLAZA DUNCANVILLE, TEXAS WHEATLAND TURN PATHS		DESIGNED BY:	T. WRIGHT
		DRAWN BY:	T. WRIGHT
		CHECKED BY:	K. SHEPHERD
		DATE:	10/11/2022
		REVISION:	
		1001 N. Goliad Avenue, Rockwall, TX, 75087 (214) 430-4450 www.verdunity.com Texas P.E. Firm Registration No. F-13496 Plan prepared by Timothy Wright, P.E.	
		FILE NO. XXXXXXXX	
		JOB NUMBER: 107-01	
		DATE: 10/11/2022	
SHEET			

Attachment 6

Wheatland Plaza

*402 E Wheatland Rd
Duncanville, TX, 75116*

Planned Development Proposal

October 18, 2022

Owner: Wheatland Plaza LLC - C/O Options Real Estate

Planning and Urban Design: *Electric Housing.*

Civil Engineering: *Verdunity*

Lead Contacts:

Monte Anderson - Options Real Estate

Jim Kumon - Electric Housing

Rob Fox - Verdunity

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Section 1.1 Concept Overview

1. Acreage/SF breakdown of land use areas and densities proposed
 - a. Existing East Side Buildings A and B (renovated): 35,666 SF Total, ~7,000 SF vacancy to fill
 - b. Existing West Side Building C and D (renovated): 53,680 SF Total, ~48,000 SF vacancy, LOI for 42,000 SF
 - c. Proposed Center Housing Site (Building E): 28,000 SF Site area, ~40,000 of conditioned space, Maximum of 60 units, mixture of Studio, 1 and 2 bedroom units. 2-3 Stories maximum.
 - d. Up to five Auxiliary Commercial Kiosks/Stations along Wheatland Road: 2,600 sf
 - e. Approximately 255 Parking Spaces Retained

Section 1.2 Design and Development Narrative

The Wheatland Plaza Shopping Center renovation will enhance a current strip mall in close proximity to the Duncanville Downtown District into a mixed-use commercial and multifamily development. The goal of this project is to become a catalyst for reinvestment in the surrounding area that places a focus on human-scaled urban design. Three main pillars guide the vision of the Wheatland Plaza Redevelopment: 1) improving quality of life for surrounding residents, 2) increasing health and safety, and 3) wealth building.

The project will bring new types of local retail, entertainment and essentials to the neighborhood and bring a new live-work-play concept to Duncanville. In today's market, people are increasingly looking for ways to support local businesses; this project will act as an incubator for successful small businesses while also providing a place for people of all ages to gather and learn from each other. One way the project aims to do this is through providing a safe space for students at the neighboring school to spend time after school. Improved traffic will help students cross safely and the introduction of a trail/bike space will provide more pedestrian access to the site. The project will happen in four phases that include renovating existing buildings, updating site infrastructure, building new accessory commercial structures and housing and upgrading site circulation to increase pedestrian/bike safety in the surrounding area.

Key new elements of the project include:

Food Hall: This part of the development will include approximately 10,500 SF of rentable restaurant space featuring 8 smaller restaurant suites for local vendors and a 5,400 SF anchor restaurant. This concept creates a launch pad for local restaurateurs and gives patrons multiple dining options within one communal setting.

Human-Scaled Plaza with Commercial Kiosks: A community plaza space at the entrance of the site will serve as a pedestrian-friendly gateway to Wheatland Plaza. The plaza will be an informal gathering space day-to-day and provide space for local events. There will also be small scale vendors in commercial "kiosks" that pedestrians can walk up to and buy from. By placing these at the front of the site, they will be able to draw pedestrians/bicyclists from the surrounding paths and users will remain protected from the roadway.

Multifamily Housing: The final phase of the redevelopment will feature a central multi-family residential building. The housing complex will be newly constructed and consist of five smaller buildings around central courtyards. The buildings will be all residential but will have areas for resident-only recreational space and will retain the character of an active ground floor facing Wheatland Road that can flex to fit with the character of the surrounding retail establishments.

Short-term Lodging: In the southeast corner, the development will include an boutique "motel" concept with 11 unique rooms for visitors to stay at. This area of the site will also include an access controlled pool for visitors and a garden in the space between buildings C and D.

Co-working space: Inside the southern end of Building D will be a co-working space that ties into the "live-work-play" vision of the redevelopment concept. The OptionsRE office will be moving into the space as an anchor tenant, which will also allow for close supervision of development elements such as the boutique motel.

These are the main features of the site's redevelopment. Other existing, updated potential uses are outlined in the attached proposed uses chart and parking chart.

Section 1.3 Neighborhood Context and the Duncanville Vision

This Planned Development aims to address many of the City goals laid out in the 2017 Duncanville Comprehensive Plan. As the City continues to grow developments like Wheatland Plaza will be necessary to bring new goods and services to residents outside of just the downtown district. Wheatland lies within the northwest corner of Neighborhood Unit 9 and is in close proximity to the Downtown District; an opportunity identified in this unit's SWOT analysis is to increase commercial gateways. By renovating the existing shopping center using good urban design principles, this development will help achieve that goal while also reducing threats of crime as a clean, attractive community space will promote mutual accountability.

There are several goals outlined in the neighboring Downtown District that apply to the new Wheatland design concept. The introduction of on-street parking on Wheatland road, protected bike/scooter infrastructure within the middle of the site circulation and pedestrian trail lined with shade trees would help the City reach its goal of not only promoting more pedestrian activity in the Duncanville as a whole but also making it easier to walk Downtown from surrounding areas. Another goal outlined in the plan is to have more "third places" and opportunities for community gathering. Many features of the redevelopment such as the plaza, opportunities for temporary retail and events, and new food hall encourage community members from all walks of life to informally gather and get to know each other.

Section 1.4 Existing Zoning District

Wheatland Plaza is currently zoned Local Office/Retail (LOR). According to §2.04 of the Duncanville Zoning Code, the goal of the LOR district is, "provide for the development of community-serving retail, personal service, and office uses at a scale and intensity compatible with residential communities." The site's direct adjacency to downtown also provides the opportunity to include elements of the Downtown Duncanville District's guidelines as well in order to help the city achieve its goals outlined in the 2017 Comprehensive Plan. The main goal

of this neighboring district is, "to support a pedestrian-oriented, mixed-use urban development environment, with convenient access to rail transit, shopping, employment, housing, and neighborhood retail services."

This Planned Development will reconcile these goals by building upon the site's existing LOR classification by including elements of the Downtown District Urban Living (DD-UL) design standards as defined in the zoning code. Any improvements not specified in either zoning district that are necessary to achieve the goals of this Planned Development will be written into this document. In order to provide future certainty to the regulations of this site, this document will provide a complete whole in terms of referenced and changed regulations so as to be a comprehensive and stand alone document in order to administer the parcel over the long term.

Timeline/Development Sequence

Phase 0: April-October 2022 - Renovations to existing suites under 2000 SF, new leasing, Planned Development Zoning Application, Traffic Safety Study

Phase 1: Upon PD approval in November 2022 - Commence major renovation construction/leasing in Buildings C and D (spaces over 2000 SF) including Food Hall, Restaurant Space, new Medical Office user, Co-Working Space and Boutique Motel, Parking Space/Fire Lane striping around renovated buildings

Phase 2: Early 2023 - Relocation of Ice Building and Drive Up ATM, Realignment of east-west parking aisle parallel to Wheatland Road, removal of impervious surfaces along Wheatland Road and stormwater surface flow drainage improvements along north adjusted property line, new north landscaping, site preparations/utilities for new residential construction

Phase 3: Mid 2023 - Commence construction of multi-family residential building (Building E) and commercial kiosks and hardscape plaza along Wheatland Road, implement Wheatland Road safety improvements

Phase 4: Early 2024 - Post construction final site plan repaving, landscape changes (greens around the multi-family building) and opening of kiosks, plaza and multi-family buildings. necessary to achieve the goals of this Planned Development will be written into this document.

Applicable Development Regulations

Dimensional Standards

Maximum Floor Area: Refer to Section 2.04.B LOR Local Office/Retail District; Figure 2.04.2
LOR Dimensional Standards

Additional Use Regulations

Educational, Institutional, Public, and Special Uses: Refer to Section 3.04.C

Bar (≥75% Alcohol Sales) and Uses with ≥75% Alcohol Sales Standards: Refer to Section 3.04.E.2

Food Truck Park Standards: This application specifies specific regulations that follow the information requested in a special use permit for such use. By doing so, the application is pre-negotiating those terms such that the use is allowed by right. This follow the outline of the Food Truck Park Standards in Section 3.04 (D)(3)

Design Standards

See Modification and Exemption Sections

Parking and Loading Requirements

Number of Spaces: Refer to Section 4.04.B.1 and the attached parking chart

Curbs and Drainage: Refer to Section 4.04.B.10

On-Site Parking Required: Refer to Section 4.04.B.11

Vehicle Stopping Device: Refer to Section 4.04.B.13

Parking Configuration: Refer to Section 4.04.D.1

Striping: Refer to Section 4.04.D.2

Parking Lot Materials: Refer to Section 4.04.D.3

Lighting Requirements

Lighting Regulations: Refer to Section 4.05.B

Site, Parking and Loading Lighting: Refer to Section 4.05.C.1.a

High Intensity Lighting: Refer to Section 4.05.C.1.b

Mounting Height within Parking Areas: Refer to Section 4.05.C.1.c

Accent Lighting: Refer to Section 4.05.C.1.d

Lighting Plan Requirements: Refer to Section 4.05.C.2

Maintenance: Refer to Section 4.05.C.3

Safety and Security Lighting: Refer to Section 4.05.C.4

Crime Prevention Through Environmental Design (CPTED): Refer to Section 4.05.D

Accessory Building Requirements

Accessory Building Requirements: Refer to Section 4.06.A

Screening and Buffering Requirements

Buffering: Refer to Section 4.07.D

Buffer Type B: Refer to Section 4.07.D.4.b

Landscape Requirements

Maintenance: Refer to Section 4.08.B

Required Landscaped Areas within Parking Lots: Refer to Section 4.08.D.3

Concrete Curb: Refer to Section 4.08.D.6

Irrigation Requirements: Refer to Section 4.08.D.7

Planting Requirements: Refer to Section 4.08.D.8

Modified Development Regulations

Dimensional Standards

Front Setback: The Planned Development will have a 0' - 10' Build-To-Zone for all buildings located in the front 60' of the property. Any structures located behind 60' are allowed in any location.

The current LOR District requires a minimum front setback of 25'. The build-to zone— a concept that is allowed in the DD-Urban Living District—the development will: 1) Place open community gathering spaces at the front of the property to activate areas close to the sidewalk, 2) partner with the city to create on-street parking in an underutilized area of the right of way to create a buffer to the sidewalk area, and 3) improve shaded pedestrian infrastructure and crosswalks along Wheatland road in coordination with the city to increase the year round quality of experience for those using the sidewalk.

Side and Rear Setbacks: The position of existing buildings dictates a change in the minimum setbacks at both sides and rear of the site. Due to existing conditions, side setbacks will be a minimum of 15' and rear setbacks will be a minimum of 20'. These distances will be marked as a fire lane and accordingly they will provide the correct clearance for emergency vehicles (see attached site plan).

Lot Size: The Planned Development only overrides zoning for the specific parcel address provided in the application; however, if the site were to be further subdivided, there will be no minimum or maximum rules dictating lot size.

Building Height:

3-stories max on site with 2 stories max within 25' single-family residential. Location of allowed heights is shown in Exhibit 2 by sub area. Sub area 1 is a maximum of 1 story. Sub area 2 is a maximum of 3 stories, with a carve out for a 4th story of no more than 5% of the ground floor area for roof access structures and terraces. Sub area 3 is a maximum of 2 stories. Sub area 4 is a maximum of 1 story, with interior mezzanines allowed within the building when they are self-contained within a single unit.

Currently the LOR district allows a 2 story maximum building height; however, guidelines from the DD-UL District will serve as a basis for the development of the central multi-family residential building. Within this district, an additional story is allowed except for areas within 25' of single-family residential. The PD will allow 3-stories maximum on site with a 2-story maximum within 25' of surrounding single family residential (i.e. existing commercial buildings). Roof access structures, roof terraces and stairwells can be provided up to a 4th floor/roof on the residential building up to 5% of the SF of the ground floor. See Subarea Diagram for more information about building height limits in each designated sub-area.

Building Lot Coverage: Proposed maximum of 45% lot coverage.

The DD-UL district allows up to 90% lot coverage compared to 40% in the LOR district. The Planned Development will allow up to 45% maximum lot coverage to allow for the proposed growth of mostly housing and some new commercial within the development. The existing lot coverage is 31.45% prior to any renovation/new construction. All construction proposed in this Planned Development would raise the lot coverage to 37.75%, a number that is still below the value allowed in the existing LOR District. Limited locations on the site have the potential for new construction later on, so 45% lot coverage would allow for future growth. A slight increase in density will also provide more opportunity for "third places" that the surrounding community can visit, a goal identified within the Comprehensive Plan.

Additional Use Regulations

Proposed Allowed By-Right (New): Use definitions that are allowed by Special Use Permit in LOR and DD-UL zones are proposed allowed by-right. New definitions (that better fit the goals of the site) have been created for uses not allowed in either the LOR or DD-UL zones and are proposed allowed by-right. See Exhibit 4 for a list of new and modified use definitions.

Multiple-Family Dwelling Standards: A multi-family boundary will be designated on the Site Plan for the proposed Building E; within that boundary, the recreational area required by the zoning code (8%) will be included. This recreational area can be a mixture of hardscapes and softscapes.

Hotel Use Classification: In the current LOR zoning classification the only hotel use type allowed is Hotel, Full Service. This use type (as well as the other hotel classifications) does not fit within the context of this planned development and a new definition of hotel that better fits the site/surrounding area is proposed within the Glossary of New and Modified Use Definitions (see Exhibit 4).

Design Standards

DD-UL Design Standards: Due to Wheatland's adjacency to the downtown district, the Planned Development will utilize some design standards outlined for that district in the zoning code.

Maximum Building Dimensions for New Construction (New): Building dimensions for new structures cannot not exceed 150' width (front facing) and 100' depth. New single structures cannot have larger than a 20,000 SF footprint. The Planned Development is exempted from the Building Articulation requirements set forth in the zoning code as such articulation on new buildings of this size would be counterproductive to overall goals due to the limited amount of space available to new construction.

Residential Design Standards: Future proposed multifamily residential will have certain characteristics to promote visual variety while also providing form and shape to support sustainable siting practices. These will include

- Ground floor level at least 10' tall for buildings in Sub Area 2.
- Buildings in Sub Area 2 will have a minimum of 15% window glass area on facades facing Wheatland Road.
- Buildings in Sub Area 3 will have a minimum of 10% window glass area on facades facing externally.
- The use of a porch, balcony or significant entry feature along a total of 50% of the linear length of a facade (any floor on that facade site counts in calculating distances between elements that protrude or modify the plane of the building) for externally facing facade areas of buildings in Sub Areas 2 and 3.

Commercial Design Standards: Main entrances to building suites are allowed at the rear of a building provided that they follow aesthetic design requirements for front entrances must align with the following: The principal door to a suite will be allowed on any side of a building. Each principal door will include lighting appropriate illumination for security, signage, and an overhang over there such that it can be identified as an entrance.

Parking and Loading Requirements

Use of Permeable Surfaces: Permeable surfaces are allowed for required parking spaces in areas of high stormwater activity where additional drainage is needed. Permeable surfaces may also be used for other parking or driving surfaces, subject to approval by the City Engineer. Permeable surfaces are prohibited for use in fire lanes.

Access and Availability of Parking Spaces: Required parking spaces may be blocked during approved community events, except parking in high traffic areas or emergency uses such as but not limited to medical uses. During phases of new construction, a temporary no parking zone will be placed 5'-10' feet around the perimeter of the construction site. Fire lanes must remain clear at all times.

Shared Parking: a) The purpose of shared parking is to allow two or more adjacent land uses that have different peak use periods to share a parking area and reduce the number of required spaces; c) A shared parking calculation, using the format provided in the PD parking table shall be required to determine the minimum number of spaces; d) The minimum parking required shall be the highest adjusted total parking for any time period; e) The percentage of parking used

during each time period shall be provided by the applicant and subject to approval by the city planner. **NEW Clause:** f) The approved shared parking plan in the Planned Development will remain in force until the total number of required parking spaces reaches 10% more than the total number of required spaces required at the time of approval. The shared parking plan must be evaluated to look at the mix of parking based on the uses once that threshold is reached.

Screening and Buffering Requirements

Waste Container Areas: Collection of garbage, recycling and other waste may take place outside of the rear building if placed in one of the designated waste collection zones approved by the City Planner. Such zones shall be screened from view by a solid masonry screening wall on three sides, and the fourth side consisting of a metal or wood gate to allow access to the container(s). Dumpsters located behind existing buildings are exempted from screening requirements.

Rooftop Equipment Screening Requirements: All buildings over 1,000' must have a flat roof and a 3' parapet wall to screen rooftop equipment. All equipment must be set back 4' min from the exterior roof boundary.

Buffering Between Right of Way: §4.08.4 requires a landscape buffer between a right-of-way and the site. There currently is no landscape buffer along Wheatland Road. The proposal would be to create a variable width buffer along the property line and into the unutilized street ROW. In addition, it is proposed to add on-street parking in the underutilized travel lane closest to the curb. The introduction of parking would provide a transition from heavy vehicular traffic to the slower-paced, more pedestrian oriented community plaza along the front of the site.

Landscape Requirements

Required Landscaped Areas: A minimum of 5% of the lot area will be landscaped (not including the additional parking requirements). Due to the large amount of required parking and building area which already exists, meeting the standard landscape requirements is infeasible.

Additional Irrigation Allowances (New): The site will be broken into irrigation zones that will utilize natural rainwater in addition to a backup irrigation source. The use of rainwater catchment systems will be allowed on the property without any additional screening required.

Landscaping Requirements in Parking Areas:

Total SF of Additional Landscaping in Parking Area:

The current site plan meets the landscape design requirements outlined in §4.08.3 for the parking section of the development. A shared parking plan will reduce the need for additional parking outside of peak hours.

Exempted Development Regulations

Additional Use Regulations

The following regulations are not applicable to the types of buildings and uses on the site.

Residential Uses: Refer to Section 3.04.A. Does not apply to the proposed residential development. Refer to the Modified Development Regulations to see modifications to the Mixed-Use Development Standards (§3.04.A.4) Multiple-Family Dwelling Standards (§3.04.A.5).

Accessory and Incidental Uses: Refer to Section 3.04.B.

Retail and Service Uses: Refer to Sections 3.04.E.1; 3.04.E.4; 3.04.E.5; 3.04.E.6;

Automobile and Transportation Uses: Refer to Section 3.04.B.

Design Standards

Building Articulation Requirements: Refer to Section §4.03.B. The new section on Maximum Building Dimensions for New Construction found in the Modifications section of this application is a more appropriate requirement for the size of building being constructed/renovated on site.

Parking and Loading Requirements

The following regulations are not applicable to the types of buildings and uses on the site.

Number of Spaces in the Opportunity Areas: Refer to Section 4.04.B.2

Single-Family and Townhome Parking Accommodations: Refer to Section 4.04.B.3

Duplex Parking Accommodations: Refer to Section 4.04.B.4

Residential Front Entry Garages: Refer to Section 4.04.B.5

Multiple Uses: Refer to Section 4.04.B.6

No Storage Permitted: Refer to Section 4.04.B.7

Parking Requirements for New and Unlisted Use: Refer to Section 4.04.B.8

Parking Lot Perimeter: Refer to Section 4.04.B.12

Off-Street Loading: Refer to Section 4.04.C

Parking Lot Maintenance: Refer to Section 4.04.B.E

Screening and Buffering Requirements

Subdivisions Backing to Major Roadways: Refer to Section 4.07.C.1

Loading and Service Areas: Refer to Section 4.07.C.2

Ground-Mounted Equipment: Refer to Section 4.07.C.5

Outside Storage Screening: Refer to Section 4.07.C.6

Buffer Type A: Refer to Section 4.07.4.A Table 4.07.1

Buffer Type C: Refer to Section 4.07.4.C Table 4.07.1

Landscape Requirements

Requirements for Single-Family Duplex and Townhome Development: Refer to Section 4.08.C

Landscape Architect Requirement: Refer to Section 4.07.D.1.c

Required Landscaped Areas on Lot: Refer to Section 4.07.D.2

Required Landscape Buffer: Refer to Section 4.07.D.4 - All buffers along buildings C and D will be Buffer B - See Exhibit 5 for Landscape Buffer B.

Continuous Shrub Buffer: Refer to Section 4.07.D.5

Residential Proximity Slope

Residential Proximity Slope: Refer to Section 4.09

This provision is deemed unnecessary because the setbacks and height limits for buildings on the property prevent creating conditions where views or sunlight would be blocked on neighboring parcels. Since all the PD properties are north of neighboring parcels, there is hardly any sun that could be blocked.

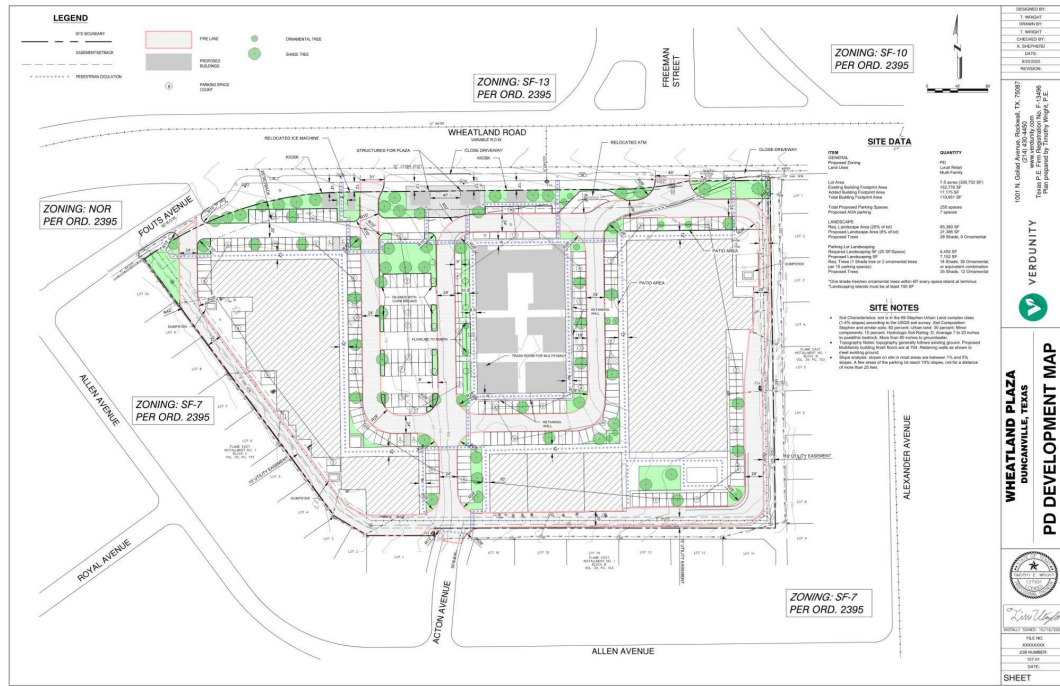
Intersection Visibility Triangle

Intersection Visibility Triangle: Refer to Section 4.10

An intersection visibility triangle is a tool used in street design which is car dominant in nature. Because the planned development area is designed to a human scaled place, the proposed widths of visibility in the standard code section are inappropriate clear zones that most often will restrict important shade tree placement to provide protection and shade to pedestrians along Wheatland Road and impair the placement of buildings that shape the plaza areas in Sub Area 1. Because no buildings will be closer than 10' from the existing sidewalk along Wheatland Road, plus the 10' sidewalk, there is at least 20' clear at all intersections, which is more than sufficient for visibility.

Appendix

Exhibit 1: Site Plan*



*See attached file for larger version.

Exhibit 2: Sub Area Diagram

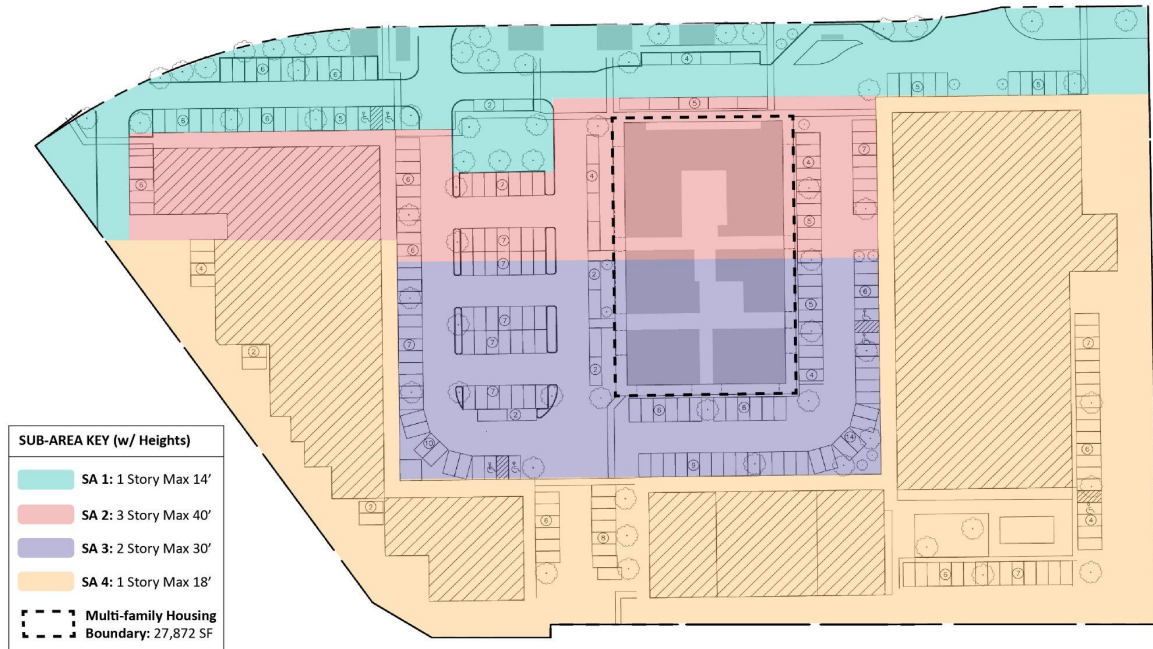


Exhibit 3: Construction Phasing

Sub Area 4: Construction and Leasing of Existing Commercial Suite Spaces - Q4 2022-Q2 2023
(Upon PD approval)

Sub Area 3: Construction and Leasing of Building E Residential Space - Q3 2023-Q1 2024

Sub Area 2: Construction and Leasing of Building E Residential Space - Q3 2023-Q1 2024

Sub Area 1: Construction and Relocation of outbuildings - Q2 2023, completion of final landscaping and plaza - Q2 2024

Exhibit 4: Glossary of New or Modified Use Definitions

1. **Research and Development Lab (Tech):** A facility under 10,000 sq. ft. that includes laboratories and experimental equipment for prototype design, engineering, and product testing.
2. **Amusement Outdoor (Temporary):** Any temporary outdoor amusement center where there may or may not be an admission charge, and which may include such activities as rides, entertainment, games, booths, food services and sales, and exhibitions. This use type will be limited to sub-area 1 on the site (see Exhibit 2)
3. **Banquet or Event Center:** A building, facility, room, or portion thereof, that is rented, leased or otherwise made available to any person or group for a private event function

that is not open to the general public, regardless of whether a fee is charged. Includes reception facilities and wedding venues. Limited to 10,000 SF.

4. **Food truck park:** An area designated for mobile vendors (e.g., food trucks) to park and sell food, beverages, and other retail items or services to patrons. This use type will be limited to sub-areas 1, 2, and 3 on the site (see Exhibit 2). The hours of operation for the designated food truck area will be 6am-12am. Restrooms will be provided in buildings located in sub-areas 1 and 2. All electrical, water, and wastewater connections shall be provided and above ground utility connections shall not interfere with pedestrian or vehicular safety and shall not be located in customer service areas or customer parking lots. Detached signage for mobile vendors is allowed while within the property boundary. Waste receptacles will be provided on site.
5. **Retail, Sundry:** A retail store 10,000 SF or under, also commonly referred to and promoted and advertised as a dime or dollar store, selling various miscellaneous small items that are usually of no large value and not important enough to be mentioned individually such as dry goods, toiletries, household supplies and perishable and nonperishable food. Only one such use is allowed in the PD area.
6. **Seasonal Sales:** Temporary outdoor retail operations (restricted to sub-area 1, 2, and 3) including but not limited to:
 - a. Farmer's markets;
 - b. Seasonal sales of Christmas trees, pumpkins, firewood, or other seasonal items; or
 - c. Semi-annual sales of art or handcrafted items in conjunction with community festivals or art shows.
7. **Tattoo or Piercing Studio:** An establishment or facility under 3,000 SF in which tattooing and/or body piercing is performed as defined by Chapter 146 of the Texas Health and Safety Code. This does not include the tattooing of permanent makeup. Only one such use is allowed in the PD area.
8. **Boutique Hotel:** Generally small, owner-operated businesses. Room numbers range from four (4) to twenty (20). Reservations may be made directly with the property. A boutique hotel offers a limited set of services, which typically include: a business center, meeting rooms, fitness room, laundry facility, and swimming pools. A boutique hotel might have a specialty restaurant, but only offer a limited menu and select days, or have small-scale meeting facilities and special events.
9. **Auto Dealership (Inside Only):** The display for sale of more than two motor vehicles or any type of trailer in an enclosed environment, and where repair or body work is incidental to the operation of the new or used vehicle sales. Motor vehicles sales includes motor vehicle retail or wholesale sales. Outside storage of motor vehicles for sale does not exist. Limited to 5,000 SF and one use in the PD area.

Exhibit 5: Buffer Type B - Renderings of Existing/Proposed Conditions

These are examples of how the existing perimeter conditions near Buildings C and will be enhanced to meet the requirements of Buffer Type 2, which allows for a combination of vegetative and solid materials.

Existing Conditions: Bare concrete sloped wall, exposed chain link fence



Proposed Conditions: Fast growing, native plant climbing vines cover concrete and fence.



Zoning and Special Development Regulations			
Zoning Category	Applicable Sections of Zoning Code	General Zoning, LOR, DD-UL, or None	New Rule, Modifications, Exemptions, or No Change from Existing Code
Dimensional Standards			
Front Setback	LOR: Figure 2.04.2 DD-UL: §4.11.G.2	DD-UL w/ Modifications	Modification: Front Build-To-Zone of 0'-10' required for all buildings located in the front 60' of the property. Any structures located behind 60' are allowed in any location.
Side Setback		None	New: min 15' due to existing building conditions.
Rear Setback		None	New: min 20' due to existing building conditions.
Max Floor Area		LOR District	No Change: 40,000 SF max floor area
Lot Size		LOR District w/ Modifications	Modification: If the site were to be subdivided into more than one parcel, there will be no minimum or maximum rules dictating lot size.
Building Height		DD-UL w/ Modifications	Modification: 3-stories max on site with 2 stories max within 25' single-family residential. Location of allowed heights is shown in Diagram X by sub area. Sub area 1 is a maximum of 1 story,. Sb areas 2 is a maximum of 3 stories, with a carve out for a 4th story of no more than 5% of the ground floor area for roof access structures and terraces. Sub area 3 is a maximum of 2 stories. Sub area 4 is a maximum of 1 story, with interior mezzanines allowed with in the building when they are self contained within a single unit.
Building Coverage		None	Modification: Up to 45% max building coverage.
Additional Use Regulations			
Applicable Additional Use Regulations	§3.04	General Zoning	Exemptions: Exempted from all other additional use regulations except §3.04.C Educational, Institutional, Public, and Special Uses; §3.04.E.2 Bar and Uses w/ Less than 75% Alcohol Sales;
Proposed Allowed By-Right	§3.03 Permitted Use Chart	LOR and DD-UL w/ Modification	New: Uses that are allowed by Special Use Permit in LOR and DD-UL zones are allowed By-Right, with additional site specific requirements as stated
Multiple-Family Dwelling Standards	§3.04.5.b	General Zoning w/ Modification	Modification: A future multi-family boundary will be designated on the Site Plan; within that boundary, the recreational area required by the zoning code (8%) will be included.
Hotel Use Classification		None	New: A new definition for Botique Hotel has been written to properly classify the unique attributes of this type of lodging different from the existing classifications
Design Standards			
Design Standards	§4.03	General Zoning	Exemption: Planned development is exempt from Building Articulation requirements (§4.03.B).
Maximum Building Dimensions (New Construction)		None	New: Building dimensions for new structures cannot not exceed 150' width (front facing) and 100' depth. New single structures cannot have larger than a 20,000 SF footprint. The Planned Development is exempted from the Building Articulation requirements set forth in the zoning code as such articulation on new buildings of this size would be counterproductive to overall goals due to the limited amount of space available to new construction.
Residential Design Standards		None	Modification: Multifamily residential will retain the character of a mixed-use building. The ground floor of all multifamily residential buildings will have a plate height of at least 10'.
Commercial Design Standards			New: The principal door to a suite will be allowed on any side of a building. Each principal door will include lighting appropriate illumination for security, signage, and an overhang over there such that it can be identified as an entrance.
Parking and Loading Requirements			
Off Street Parking Requirements	§4.04	General Zoning	Exemptions: Exempted from §4.04.B.2 Number of Spaces in the Opportunity Areas; §4.04.B.3 Single-Family and Townhome Parking Accommodations; §4.04.B.4 Duplex Parking Accommodations; §4.04.B.5 Residential Front-Entry Garages; §4.04.B.6 Multiple Uses; §4.04.B.7 No Storage Permitted; §4.04.B.8 Parking Requirements for New or Unlisted Use; §4.04.B.12 Parking Lot Perimeter; §4.04.C Off-Street Loading; §4.04.B.E Parking Lot Maintenance. New: Parking ratios will be exact to two decimal places per the Parking Chart attached. Rounding up to the next whole space shall only occur upon the final total for entire parcel, not per suite. Housing units will have parking ratios of 1 space per studio/one bedroom unit, 1.5 spaces for 2 bedroom unit or higher.

Number of Spaces	§4.04.B.1	General Zoning	No Change: Shall be provided for the corresponding use in the permitted uses chart
Use of Permeable Surfaces	§4.04.B.9	General Zoning w/ Modification	Modification: Permeable surfaces are allowed for required parking spaces in areas of high stormwater activity; prohibited in fire lanes
Curbs and Drainage	§4.04.B.10	General Zoning	No Change: See §4.08.D.6 Concrete Curb below for requirements regarding curbs and drainage
On-Site Parking Required	§4.04.B.11	General Zoning	No Change: a) All required off-street parking must be provided on the lot occupied by the main use, except as provided shared parking; b) All required ADA-accessible spaces shall be provided in the on-site parking area
Vehicle Stopping Device	§4.04.B.13	General Zoning	No Change: No parking space shall allow a vehicle to overhang a required landscape area, open space area, sidewalk, street right-of-way or adjacent property
Access and Availability of Parking	§4.04.B.14	General Zoning w/ Modification	Modification: Required parking may be blocked during approved events except in high traffic areas or emergency uses, firelanes cannot be blocked. A temporary no parking zone will be placed around the future multifamily building during construction
Shared Parking	§4.04.B.15	General Zoning w/ Modification	Modification: (new clause) The approved shared parking plan in the Planned Development will remain in force until the total number of required parking spaces reaches 10% more than the total number of required spaces required at the time of approval. The shared parking plan must be evaluated to look at the mix of parking based on the uses once that threshold is reached.
Parking Configuration	§4.04.D.1	General Zoning	No Change: Aisles, parking spaces, and circulation shall be provided in accordance with Figure 4.04.2 and Table 4.04.3.
Striping	§4.04.D.2	General Zoning	No Change: All off-street parking spaces and means of ingress and egress shall be laid out on the parking surface with paint or plastic striping that provides a permanent delineation between spaces and aisles. Striping shall required for multi-family developments.
Parking Lot Materials	§4.04.D.3	General Zoning	No Change: a) Parking lots for new developments and redevelopments shall be constructed with reinforced concrete; b) Existing parking lots constructed with asphalt may be repaired with asphalt and may be expanded up to 10% of its area with asphalt as it existed on January 1, 2020; c) If a parking lot deteriorated 50% or more the either lot must either be completely redone in concrete or be completely resurfaced in asphalt with required aesthetic improvements like landscaped islands
Lighting Requirements			
Lighting Regulations	§4.05.B	General Zoning	No Change: 1) Light sources shall be down-light, indirect, diffused, or shield type to reduce glare and interference with adjacent properties; 2)All lighting fixtures shall be restricted to full cutoff types so that no light is emitted above the lowest light emitting part of the fixture; 3)No exterior illumination (either direct or indirect) shall cross a residential property line nor be a nuisance to traffic; 4) No intermittent or flashing lights shall be permitted; 5) All lighting shall comply with the City's current Electrical Code and Building Code
Site, Parking and Loading Lighting	§4.05.C.1.a	General Zoning	No Change: Illumination of parking areas shall be sufficient to ensure the visibility of pedestrians and the safe movement of traffic within the site.
High Intensity Lighting	§4.05.C.1.b	General Zoning	No Change: (1) The allowable maximum intensity measured at the property line of a retail, office, commercial, or multi-family developments use shall be 3.0 foot-candles and 5.0 foot-candles for an industrial use; (2) When located adjacent to single-family residential development, the intensity shall be no greater than 1.0 foot-candles when measured at the nearest adjacent residential district; (3) Any external lighting shall be mounted and maintained to avoid illumination of any adjacent residential property.
Mounting Height within Parking Areas	§4.05.C.1.c	General Zoning	No Change: The mounting height of lighting fixtures shall not exceed the heights specified in Table 4.05.1.
Accent Lighting	§4.05.C.1.d	General Zoning	No Change: (1) Accent lighting shall not exceed 1.0 foot-candles at the property line; (2) Lighting shall be shielded to prevent light pollution or glare beyond the element intended for accent illumination.

Lighting Plan Requirements	§4.05.C.2	General Zoning	No Change: Lighting Plan shall include, at a minimum, the following information: (1) The type of illuminating devices, fixtures, lamps, supports, reflectors, and other devices, and their respective location on the site; (2) A description of the illuminating devices, fixtures, lamps, supports, reflectors, and other devices (such as catalog cuts by manufactures and drawings); and (3) Photometric data, such as furnished by manufactures, or similar data showing the angle of cut off or light emissions.
Maintenance	§4.05.C.3	General Zoning	No Change: a. Piers for light poles taller than eight (8) feet shall be designed by a Professional Engineer competent in structural engineering. Soil condition and wind loading shall be accounted for in the pier design. b. All fixtures and supports shall be painted or otherwise treated to resist rust and corrosion and shall be maintained in an attractive condition and in a manner consistent with the surrounding architecture. c. All fixtures and lamps shall be maintained in a working, serviceable condition at all times.
Safety and Security Lighting	§4.05.C.4	General Zoning	No Change: Lighting shall illuminate pedestrian areas with at least 0.5 foot-candles.
Crime Prevention through Environmental Design (CPTED)	§4.05.D	General Zoning	No Change: The PD will comply will suggested CPTED features and ensure additional design features will help achieve this goal
Accessory Building Requirements			
General Provisions	§4.06.A	General Zoning	No Change: 1) The dimensional regulations in Table 4.06.1 shall apply to all Accessory Buildings; 2) Accessory Buildings are prohibited within easements.; 3)No permit is required for accessory buildings less than one hundred twenty (120) square feet in floor area and less than thirteen (13) feet in height.
Screening and Buffering Requirements			
Screening Exemptions	§4.07.C	General Zoning	Exemptions: Exempted from §4.07.C.1 Subdivisions Backing to Major Roadways; §4.07.C.2 Loading and Service Areas; §4.07.C.5 Ground-Mounted Equipment; §4.07.C.6 Outside Storage Screening
Waste Container Areas	§4.07.C.3	General Zoning w/ Modification	Modifications: Collection of garbage, recycling and other waste may take place outside of the rear building if placed in one of the designated waste collection zones approved by the City Planner. Such zones shall be screened from view by a solid masonry screening wall on three sides, and fourth side consisting of a metal or wood gate to allow access to the container(s). Dumpsters located behind existing buildings are exempted from screening requirements.
Rooftop Equipment	§4.07.C.4	General Zoning w/ Modification	Modifications: All buildings over 1,000 SF in ground floor area must have a flat roof and a 3' parapet wall to screen rooftop equipment. All equipment must be set back 5' min from the exterior roof boundary.
Buffering	§4.07.D	General Zoning	No Changes: 1) A buffer shall be located along the shared lot line and located on the property of the more intensive use (according to Table 4.07.1). The more intensive use shall be responsible for installing and maintaining the buffer; 2) The required landscaping shall be provided within the buffer area adjacent to the more intensive use. Buffer area landscaping is in addition to landscaping requirements established in Section 4.08; 3) These regulations shall not apply to any adjacent properties separated by a roadway.
Buffer Types Exemptions	§4.07.D.4	General Zoning	Exemptions: Exempted from Buffer Types A and C according to table 4.07.1
Buffer Type B	§4.07.D.4.b	General Zoning	Modifications: (1) Buffer Depth: 0' abutting the shared lot line (2) Screening Wall within Buffer: Minimum 6' solid masonry wall or solid vegetative screen. (3) Required Landscaping: (a) Continuous Groundcover (b) 1 Shade Tree for every 50' of shared lot line, unless a vegetative screen is used (c) 3 Shrubs per 40' of shared lot line, unless a vegetative screen is used. Buffer Type B will be used as the buffer behind Buildings C and D.

Landscape Requirements			
Maintenance	§4.08.B	General Zoning	No Change: If at any time after the issuance of a Certificate of Occupancy, the approved landscaping is found to be in nonconformance to the standards and criteria of this section, the Building Official shall issue notice concurrently to the owner, tenant, and/or agent citing the violation and describing what action is required to comply with this section. The owner, tenant or agent shall have thirty (30) days from date of said notice to restore the landscaping as required. If the landscaping is not restored within the allotted time, the owner, tenant, and/or agent shall be in violation of this ordinance.
Landscape Requirement Exemptions	§4.08	General Zoning	Exemptions: Exempted from §4.08.C Requirements for Single-Family, Duplex, and Townhome Development; §4.07.D.1.c (No Landscape Architect be required to develop site plan); §4.07.D.2 Required Landscaped Areas on Lot; §4.07.D.4 Required Landscape Buffer; §4.07.D.5 Continuous Shrub Buffer
Required Landscaped Areas on Lot	§4.08.D.2	General Zoning	Modified: A minimum of 5% of the lot area will be landscaped (not including the additional parking requirements)
Required Landscaped Areas within Parking Lots	§4.08.D.3	General Zoning	No Change: a) Landscaped areas within parking lots shall be provided in addition to the requirements in 2. Required Landscaped Areas on a Lot above; b) Landscaped areas within parking lots shall be at least nine (9) feet wide and one hundred fifty (150) square feet in area; c) At least twenty-five (25) square feet of landscaped area shall be provided per parking space; d) There shall be a minimum of one (1) Shade Tree or two (2) Ornamental Trees planted in the parking area for every fifteen (15) parking spaces; e) There shall be a landscaped area with at least one (1) Shade Tree or two (2) Ornamental Trees within sixty (60) feet of every parking space; f) A landscape island shall be located at the terminus of all parking rows, and shall contain at least one (1) Ornamental Tree.
Concrete Curb	§4.08.D.6	General Zoning	No Change: All landscaped areas shall be protected by a raised six (6) inch concrete curb with openings to allow for the drainage of stormwater into the landscaped areas (see Figure 4.08.2).
Irrigation Requirements	§4.08.D.7	General Zoning	No Change: All required landscaped open space shall be provided with adequate and inconspicuous irrigation systems. Freeze cut-off monitors shall be provided.
Additional Irrigation Requirements		None	New: The site will be broken into three irrigation zones that will utilize natural rainwater in addition to a backup irrigation source. The use of rainwater catchment systems will be allowed on the property without any additional screening required.
Planting Requirements	§4.08.D.8	General Zoning	No Change: a) See Chapter 12 of the City's Code of Ordinances, Article XVII Tree Preservation for information on credit for existing landscaping and required Tree Removal Permits; b) All required plantings shall be selected from the City's Approved Plant List. Native and drought tolerant species are preferred; c) Complete coverage of required landscaped areas shall be provided with Shrubs, Groundcover, and/or Ornamental Grass with a Rock Landscape Base or a Mulch Base.
Residential Proximity Slope			
Residential Proximity Slope	§4.09	General Zoning	Exemption: The Planned Development will be exempted from §4.09. With the height of buildings capped a three stories of conditioned space, it is not possible for the types of shading outlined in this section to affect nearby properties. The side or rear setbacks further push buildings away from property lines in such a manner that such proximity slopes do not apply.
Intersection Visibility Triangle			
Intersection Visibility Triangle	§4.10	General Zoning	Exemption: The Planned Development will be exempted from §4.10. The provisions in this code section are detrimental to the walkable urban nature of the development area, which are attempting to mimic sections of the downtown area which do not have these types of clearances.

Permitted Uses Selected for Wheatland Plaza					
Key x = permitted w/ Specific Use Permitted not permitted					
Use Type*	Permitted in LOR	Permitted in DD-UL	Permitted in PT	Notes	New or Modified Definitions (Additions in Bold)
Residential					
Live-Work Unit	x	x	x	Permitted in both original zones	
Mixed-Use Development	x	x	x	Permitted in both original zones	
Multiple-Family Dwelling		x	x	Permitted by-right in DD-UL	
Educational, Institutional, Public and Special Use					
Adult Day Services	x		x	Permitted by-right in LOR	
Art Gallery and Museum	x		x	Permitted by-right in LOR	
Medical, Clinic or Office	x		x	Permitted by-right in LOR	
Medical, Rehab Care (w/o Live-In)	x		x	Permitted by-right in LOR	
Place of Worship	x	x	x	Permitted in both original zones	
Radio or TV Broadcasting w/o Tower	x	x	x	Permitted in both original zones	
Research and Development Lab (Tech)			x	LOR allowed by SUP, proposing by-right with additional special use requirements as specified in the Modified Development Regulations section of the PD	A facility under 10,000 sq. ft. that includes laboratories and experimental equipment for prototype design, engineering, and product testing.
School (Business/Trade/Vocational, College/University, Primary/Secondary Public and Private)	x	x	x	Permitted in both original zones	
Recreational and Entertainment Uses					
Amusement, Indoor	x		x	Permitted by-right in LOR	
Amusement, Outdoor (Temporary)			x	LOR allowed by SUP, proposing by-right with additional special use requirements as specified in the Modified Development Regulations section of the PD	Any temporary outdoor amusement center where there may or may not be an admission charge, and which may include such activities as rides, entertainment, games, booths, food services and sales, and exhibitions. This use type will be limited to sub-area 1 on the site (see Exhibit 2)
Banquet or Event Center			x	LOR allowed by SUP, proposing by-right with additional special use requirements as specified in the Modified Development Regulations section of the PD	A building, facility, room, or portion thereof, that is rented, leased or otherwise made available to any person or group for a private event function that is not open to the general public, regardless of whether a fee is charged. Includes reception facilities and wedding venues. Limited to 10,000 SF. Only one such use is allowed in the PD area.
Theater, Indoor Only	x		x	Permitted by-right in LOR	
Theater, Performing Arts	x		x	Permitted by-right in LOR	

Retail and Service Uses					
Art Instruction Studio	x			x	Permitted by-right in LOR
Art Studio	x			x	Permitted by-right in LOR
Bar (>75% Alcohol Sales)	x			x	Permitted by-right in LOR
Financial Institution	x		x	x	Permitted in both original zones
Food Truck Park				x	LOR allowed by SUP, proposing by-right with additional special use requirements as specified in the Modified Development Regulations section of the PD
					An area designated for mobile vendors (e.g., food trucks) to park and sell food, beverages, and other retail items or services to patrons. This use type will be limited to sub-areas 1, 2, and 3 on the site (see Exhibit 2). The hours of operation for the designated food truck area will be 6am-12am. Restrooms will be provided in buildings located in sub-areas 1 and 2. All electrical, water, and wastewater connections shall be provided and above ground utility connections shall not interfere with pedestrian or vehicular safety and shall not be located in customer service areas or customer parking lots. Detached signage for mobile vendors is allowed while within the property boundary. Waste receptacles will be provided on site.
Grocery, Local Scale	x		x	x	Permitted in both original zones
Grocery, Neighborhood Scale	x			x	Permitted by-right in LOR
Gym and Fitness Facilities			x	x	Permitted by-right in DD-UL
Nursery, Retail	x			x	Permitted by-right in LOR
Personal Care Service Shop	x		x	x	Permitted in both original zones
Postal Mart	x		x	x	Permitted in both original zones
Professional Office, Local Scale	x			x	Permitted by-right in LOR
Restaurant, Limited Seating	x		x	x	Permitted in both original zones
Restaurant, Seated Service	x		x	x	Permitted in both original zones
Retail, Convenience Store	x			x	Permitted by-right in LOR
Convenience Store w/ Restaurant	x			x	Permitted by-right in LOR
Retail, Local Scale	x			x	Permitted by-right in LOR
Retail, Neighborhood Scale	x		x	x	Permitted in both original zones
Retail, Sundry				x	LOR allowed by SUP, proposing by-right with additional special use requirements as specified in the Modified Development Regulations section of the PD
					A retail store 10,000 SF or under , also commonly referred to and promoted and advertised as a dime or dollar store, selling various miscellaneous small items that are usually of no large value and not important enough to be mentioned individually such as dry goods, toiletries, household supplies and perishable and nonperishable food. Only one such use is allowed in the PD area.

Seasonal Sales			x	LOR allowed by SUP, proposing by-right with additional special use requirements as specified in the Modified Development Regulations section of the PD	Temporary outdoor retail operations (restricted to sub-areas 1, 2, and 3) including but not limited to: 1. Farmer's markets; 2. Seasonal sales of Christmas trees, pumpkins, firewood, or other seasonal items; or 3. Semi-annual sales of art or handcrafted items in conjunction with community festivals or art shows.
Tattoo or Piercing Studio			x	Proposing permitted by-right, only up to 3,000 SF	An establishment or facility under 3,000 SF in which tattooing and/or body piercing is performed as defined by Chapter 146 of the Texas Health and Safety Code. This does not include the tattooing of permanent makeup. Only one such use is allowed in the PD area.
Alcohol Production and Tasting/Tap Room, Micro w/ Food Sales			x	LOR allowed by SUP, proposing by-right	No Change
Boutique Hotel			x	New hotel definition proposed by-right on the site (refer to the Modified Development Regulation - Additional Use Regulations section)	Generally small, owner-operated businesses. Room numbers range from four (4) to twenty (20). Reservations may be made directly with the property. A boutique hotel offers a limited set of services, which typically include: a business center, meeting rooms, fitness room, laundry facility, and swimming pools. A boutique hotel might have a specialty restaurant, but only offer a limited menu and select days, or have small-scale meeting facilities and special events.
Laundry, Dry Cleaning Drop-Off/Pick-Up	x	x	x	Permitted in both original zones	
Laundromat	x		x	Permitted by-right in LOR	
Automobile and Transportation Uses					
Auto Dealership (Inside Only)			x	LOR allowed by SUP, proposing by-right with additional special use requirements as specified in the Modified Development Regulations section of the PD	The display for sale of more than two motor vehicles or any type of trailer in an enclosed environment, and where repair or body work is incidental to the operation of the new or used vehicle sales. Motor vehicles sales includes motor vehicle retail or wholesale sales. Outside storage of motor vehicles for sale does not exist. Limited to 5,000 SF and once instance in PD.
*All other uses in use city wide use table will be not permitted					

Parking Counts

BUILDING A (SUITES 400-466)													
Modified Parking Chart for PD													
Suite #	Business Name	Use	Parking Ratio 1/x SF	Square Footage	Rounded Up	Daytime	Evening	Overnight	Req Parking Spaces	Daytime (Non Rounded)	Evening (Non Rounded)	Overnight (Non Rounded)	
402	DOMINO'S PIZZA	Restaurant, Limited Seating	400	1,742	5.00	5.00	--	--	4.36	4.36	--	--	
406	K&J DONUTS	Restaurant, Limited Seating	400	949	3.00	3.00	--	--	2.37	2.37	--	--	
407	Vacant	Retail, Local Scale	300	396	2.00	2.00	--	--	1.32	1.32	--	--	
408	Vacant	Retail, Local Scale Retail,	300	396	2.00	2.00	--	--	1.32	1.32	--	--	
410	Metro by T-Mobile	Local Scale	300	1,120	4.00	4.00	--	--	3.73	3.73	--	--	
414	Big Mike's Barber Shop	Personal Care Service Shop	200	6,113	31.00	31.00	--	--	30.57	30.57	--	--	
418	Dollar General	Retail, Local Scale	300	9,787	33.00	33.00	--	--	32.62	32.62	--	--	
422	Vacant	Retail, Local Scale	300	1,176	4.00	4.00	--	--	3.92	3.92	--	--	
426	Honey Bundles	Retail, Local Scale	300	1,518	6.00	6.00	--	--	5.06	5.06	--	--	
428	Vacant	Retail, Local Scale	300	500	2.00	2.00	--	--	1.67	1.67	--	--	
430	Vacant	Retail, Local Scale	300	1,480	5.00	5.00	--	--	4.93	4.93	--	--	
438	D Squared Catering	Restaurant, Limited Seating (C	400	1,344	4.00	4.00	--	--	3.36	3.36	--	--	
442	Vacant	Retail, Local Scale	300	1,367	5.00	5.00	--	--	4.56	4.56	--	--	
446	Shekinah Braids	Personal Care Service Shop	200	783	5.00	5.00	--	--	5.00	5.00	--	--	
Subtotal Parking				28,671	111.00	111.00			104.79	104.79			
BUILDING B (SUITES 450-490)													
450	Kim & Jenny's Café	Restaurant, Seated Service	200	1,453	8.00	8.00			7.27	7.27	--	--	
454	Vacant	Retail, Local Scale	300	1,804	7.00	7.00			6.01	6.01	--	--	
456	Sterling Enrichment Center	Professional Office, Local Sca	400	1,856	5.00	5.00			4.64	4.64	--	--	
466	Kwik Wash Coin Laundry	Laundromat	400	1,908	5.00	5.00			4.77	4.77	--	--	
Subtotal Parking				7,021	25.00	25.00			22.69	22.69			
BUILDING C (SUITES 500-535)													
502	Lone Star Barber	Personal Care Service Shop	200	535	5.00	5.00			2.68	2.68	--	--	
518	Vacant	Retail, Local Scale	300	5,477	19.00	19.00			18.26	18.26	--	--	
526	Tae Kwon Do Center	Gym & Fitness Facilities	300	3,831	13.00	13.00			12.77	12.77	--	--	
530	Final Touch Hair Gallery	Personal Care Service Shop	200	1,372	7.00	7.00			6.86	6.86	--	--	
534	Vacant	Retail, Local Scale	300	1,082	4.00	4.00			3.61	3.61	--	--	
535	Hotel (4 Rooms)	Hotel, Boutique	1/guest rm	1,713	4.00			4.00	4.00	--	--	4.00	
Subtotal Parking				14,010	52.00	48.00	0.00	4.00	48.17	44.17	0.00	4.00	
BUILDING D (SUITES 536-560)													
536	Hotel (7 rooms)	Hotel, Boutique	1/guest rm	2,818	7.00			7.00	7.00	--	--	--	7.00
540	Options Real Estate	Professional Office, Local Sca	400	2,261	6.00	6.00			5.65	5.65	--	--	
544	Co-Working	Professional Office, Local Sca	400	6,384	16.00	16.00			15.96	15.96	--	--	
548	MedCore	Medical, Clinic or Office	400	10,000	25.00	25.00			25.00	25.00	--	--	
550	Trigo Cantina	Restaurant, Seated Service	200	5,771	29.00		29.00		28.86	--	28.86	--	
560	Other Restaurants	Restaurant, Limited Seating	400	5,842	15.00		15.00		14.61	--	14.61	--	
Subtotal Parking				33,076	98.00	47.00	44.00	7.00	97.07	46.61	43.46	7.00	
Parking Required by Base Parking Code					286.00	231	44	11	273	218	43	11	
Parking Spaces Required by Time				0		Daytime/Evening Combo		Overnight		Daytime/Evening Combo		Overnight	
						275		11		262		11	

Proposed Parking Spaces with Shared Parking Plan				255						255				
Parking Spaces Short				31.00						18				
Percent Reduction Requested				10.84%						6.50%				
Parking Spaces as of May 2022 (Fully on Private Property)				322	Excess Parking Spaces	36.00				Excess Parking Spaces	49			
Parking Spaces as of May 2022 (In Public ROW)				39	Excess Parking Spaces	75.00				Excess Parking Spaces	88			
BUILDING E (RESIDENTIAL UNITS)														
City Standard Parking Ratios														
15 Units - Residential	Studio	1	15	15.00					15.00					
20 Units - Residential	1 Bedroom	2	14	28.00					28.00					
22 Units - Residential	2 Bedroom	2	22	44.00					44.00					
				72.00					72.00					
Proposed Residential Multi-Family Parking Ratios and Rounded to Total Whole Number Commercial Ratio														
15 Units - Residential	Studio	1	15							15.00			15.00	
20 Units - Residential	1 Bedroom	1	14							14.00			14.00	
22 Units - Residential	2 Bedroom	1.5	22							33.00			33.00	
										47.00			47.00	
Parking Required by Base Parking Code / Modified Code														
Parking Required by Base Parking Code / Modified Code				358	231	44	83			320	218	43	58	
Parking Spaces Required by Time				0	Daytime/Evening Comb				Overnight	Daytime/Evening Comb				Overnight
					275				83	262				58
Proposed Parking Spaces with Shared Parking Plan and PD Modifications										255				
Percent Reduction Requested				23.18%	103 Spaces					18.14%	65 Spaces			
Total Number of Required Parking Spaces before Shared Parking Plan has to be re-evaluated				288										
Total Number of Accessible Spaces Provided (Min Number Provided Per Use Cou				201-300					7 Spaces					

Lot Area Coverage									
Site Area	326,752								
Building A	33,493								
Building B	8,123								
Building C	15,861								
Building D	45,299								
Building E	17,175								
Kiosks	2,204								
	122,155	37.38%							
Future Expansion	15,000								
	137,155	41.98%							
Proposed Lot Coverage		45%							
Main Landscaping Requirements									
Thresholds based on overall site SF Above	65,350	20%		Parking Lot Landscaping Proposed	7,152	2.19%			
	49,013	15%		Parking Lot Landscaping Required (25%	6375				
	32,675	10%		Open Space + Parking Landscaping	28,537	8.73%			
	16,338	5%		Additional Wheatland Road ROW	7,107				
Open Space Proposed	21,385	6.54%		East and South Alley Area	13,691				
Proposed Open Space Threshold		5%		Total with Additional Offsite Landscaping	49,335				

Attachment 7

City of Duncanville
Planning Division
203 E. Wheatland Rd.
P. O. Box 380280
Duncanville, TX 75138-0280
(p) 972-707-3878
(e) lromero@duncanville.com



October 13, 2022

Zoning File: **2022-31**

Dear Property Owner:

Monte Anderson, Applicant and Owner, is requesting approval of a Planned Development/Local Office Retail District on Wheatland Plaza Shopping Center, Block 1, Lot A & ABND Alley, more commonly known as **402 East Wheatland Road**, in the City of Duncanville, Dallas County, Texas.

Your property is NOT being rezoned. You have been sent this notice because you are within the required 200-foot notification area of property that is being considered for rezoning for this particular public hearing. Please refer to the enclosed map that indicates which property is being rezoned.

The Planning and Zoning Commission will hold a public hearing on Monday, October 24, 2022, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, November 15, 2022, at 7:00 p.m., both in the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change. If you oppose the zoning change, however, the attached survey must be completed and returned by **November 15, 2022**, to fulfill legal requirements for a written formal protest.

As an interested citizen, you may submit public comments to either the City Secretary, Juanita Willman, or to Nathan Warren, Senior Planner, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email lromero@duncanville.com stating your position. You are encouraged to participate in the public hearing and offer comments.

Sincerely,

Nathan Warren

Nathan Warren
Senior Planner

Enclosures

City of Duncanville
Planning Division
203 E. Wheatland Rd.
P. O. Box 380280
Duncanville, TX 75138-0280
(p) 972-707-3878
(e) lromero@duncanville.com



Octubre 13, 2022

Archivo de zonificación: **2022-31**

Estimado propietario:

Monte Anderson, Solicitante y Propietario, está solicitando la aprobación de un Desarrollo Planificado/Oficina Local/Distrito Minorista en Wheatland Plaza Shopping Center, Block 1, Lot A & ABND Alley, más comúnmente conocido como **402 East Wheatland Road**, en la ciudad de Duncanville, condado de Dallas, Texas.

Su propiedad NO está siendo rezonificada. Se le ha enviado este aviso porque se encuentra dentro del área de notificación requerida de 200 pies de la propiedad que se está considerando para la rezonificación para esta audiencia pública en particular. Consulte el mapa adjunto que indica qué propiedad se está rezonificando.

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 24 de Octubre de 2022, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 15 de Noviembre de 2022, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra del cambio de zonificación propuesto. Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del **15 de Noviembre de 2022**, para cumplir con los requisitos legales para una protesta formal por escrito.

Como ciudadano interesado, puede enviar comentarios públicos al Secretaria de la Ciudad, Juanita Willman, o a Nathan Warren, Planificador de la Ciudad, P.O. Box 380280, Duncanville, Texas, 75138-0280 o enviar un correo electrónico lromero@duncanville.com indicando su posición. Se le anima a participar en la audiencia pública y ofrecer comentarios.

Sinceramente,

Nathan Warren

Nathan Warren
Planificador de la Ciudad

Recintos

The following form may be filled out and mailed to:

*Planning and Zoning Commission
City of Duncanville
P.O. Box 380280
Duncanville, TX 75138-0280*

Case No. 2022-31 Monte Anderson, Applicant and Owner, is requesting approval of a Planned Development/Local Office/Retail District on Wheatland Plaza Shopping Center, Block 1, Lot A & ABND Alley, more commonly known as **402 East Wheatland Road**, City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

NOTE: The purpose of the request is to allow for a Planned Development.

You have been sent this notice since your property is within the 200-foot notification area of the property being requested for a zoning change. **Your property is not being rezoned.**

The Planning and Zoning Commission will hold a public hearing on Monday, October 24, 2022, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, November 15, 2022, at 7:00 p.m., both at the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by **November 15, 2022**, to fulfill legal requirements for a written formal protest.

Please check one:

_____ ***In favor*** of granting the zoning request.

_____ ***Not in favor*** of granting the zoning request.

My reasons are as follows:

1).

2).

3).

Printed Name: _____ Address: _____

Signature: _____ Date: _____

El siguiente formulario puede ser llenado y enviado por correo a:

*Planning and Zoning Commission
City of Duncanville
P.O. Box 380280
Duncanville, TX 75138-0280*

Caso No. 2022-31 Monte Anderson, solicitante y propietario, está solicitando la aprobación de un Desarrollo Planificado / Oficina Local / Distrito Minorista en Wheatland Plaza Shopping Center, Block 1, Lot A & ABND Alley, más comúnmente conocido como **402 East Wheatland Road**, Ciudad de Duncanville, Condado de Dallas, Texas. Esta es la primera de dos audiencias públicas que se han programado para recibir más información sobre el cambio de zonificación solicitado.

NOTA: El propósito de la solicitud es permitir una Desarrollo Planificado.

Se le ha enviado este aviso ya que su propiedad está dentro del área de notificación de 200 pies de la propiedad que se solicita para un cambio de zonificación. **Su propiedad no está siendo rezonificada.**

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 24 de Octubre de 2022, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 15 de Noviembre de 2022, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra del cambio de zonificación propuesto.

Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del **15 de Noviembre de 2022**, para cumplir con los requisitos legales para una protesta formal por escrito.

Por favor, marque uno:

_____ **A favor** de conceder la solicitud de zonificación.

_____ **No a favor** de otorgar la solicitud de zonificación.

Mis razones son las siguientes:

1).

2).

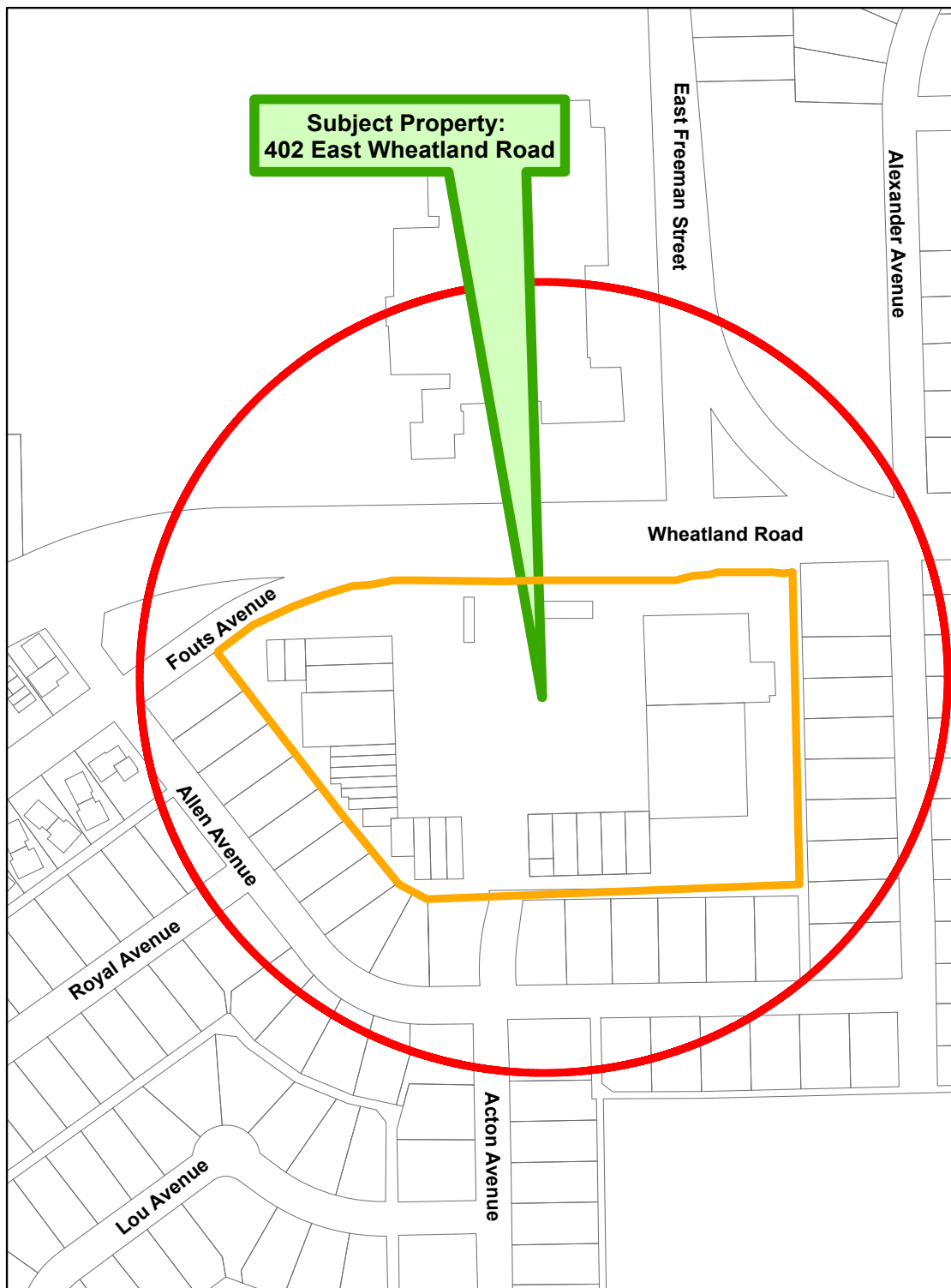
3).

Nombre
impreso:

Dirección:

Firma:

Fecha:



The following form may be filled out and mailed to:

*Planning and Zoning Commission
City of Duncanville
P.O. Box 380280
Duncanville, TX 75138-0280*

Case No. 2022-31 Monte Anderson, Applicant and Owner, is requesting approval of a Planned Development/Local Office/Retail District on Wheatland Plaza Shopping Center, Block 1, Lot A & ABND Alley, more commonly known as **402 East Wheatland Road**, City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

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If you oppose the zoning change, however, the attached survey must be completed and returned by **November 15, 2022**, to fulfill legal requirements for a written formal protest.

Please check one:

☒ **In favor** of granting the zoning request.

☐ **Not in favor** of granting the zoning request.

My reasons are as follows:

1).

2).

3).

Jennifer McWilliams on behalf of
Printed Name: First Presbyterian Address: 543 E. Freeman St.
Signature: First Presbyterian Date: 10/20/2022

Attachment 8

DUNCANVILLE I S D	WHEATLAND DUNCANVILLE LLC	PRESBYTERIAN CHURCH OF
710 S CEDAR RIDGE DR	111 E DAVIS ST STE 101	543 E FREEMAN ST
DUNCANVILLE, TEXAS 751372204	DUNCANVILLE, TEXAS 751163615	DUNCANVILLE, TEXAS 751164820
FAIN RICKEY M	HICKMON ASHLEY	FAIN RICKEY M
1755 CR 2013	367 ROYAL AVE	2525 CR 2013
WALNUT SPRINGS, TEXAS 766903130	DUNCANVILLE, TEXAS 751372429	WALNUT SPRINGS, TEXAS 766903143
BUENO CRYSTAL	MORENO CHRISTOPHER	BEJARNO RAUL
402 ALLEN AVE	406 ALLEN AVE	410 ALLEN AVE
DUNCANVILLE, TEXAS 751372402	DUNCANVILLE, TEXAS 751372402	DUNCANVILLE, TEXAS 751372402
PELLUM KATHY S	BACA JESUS	POLK LAVELL KEITH
414 ALLEN AVE	418 ALLEN AVE	422 ALLEN AVE
DUNCANVILLE, TEXAS 751372402	DUNCANVILLE, TEXAS 751372402	DUNCANVILLE, TEXAS 751372402
TURNER MARY L &	HARBER WILLIAM T	RAWLINSON GERALD
702 ACTON AVE	506 ALLEN AVE	510 ALLEN AVE
DUNCANVILLE, TEXAS 751372502	DUNCANVILLE, TEXAS 751372505	DUNCANVILLE, TEXAS 751372505
RICE VIRGINIA	LARA ADRIAN R	POOL LINDA ANN
514 ALLEN AVE	518 ALLEN	522 ALLEN AVE
DUNCANVILLE, TEXAS 751372505	DUNCANVILLE, TEXAS 751372505	DUNCANVILLE, TEXAS 751372505
TREJO JOSE &	PINE GROVE RESIDENTIAL	JYLC LP
4930 WISTERIA ST	108 LAKELAND AVE	1015 E WINTERGREEN RD
DALLAS, TEXAS 752117925	DOVER, DELAWARE 199015109	DUNCANVILLE, TEXAS 751374619
ASTORGA AMADOR MORALES &	BERG PRESTON WADE	ENGLAND SEAN
1102 CYPRESS LN	419 ALLEN AVE	423 ALLEN AVE
DESOTO, TEXAS 751154231	DUNCANVILLE, TEXAS 751372401	DUNCANVILLE, TEXAS 751372401
FULLER KING	ESCALONA REDY &	MUNOZ JUAN & HORTENCIA
427 ALLEN AVE	431 ALLEN AVE	1542 TAR RD
DUNCANVILLE, TEXAS 751372401	DUNCANVILLE, TEXAS 751372401	CEDAR HILL, TEXAS 751043721
BERMUDEZ EDUARDO PANTOJA &	ACUNA GABRIEL M &	MENDOZA J JESUS VERA
230 MT LOOKOUT ST	503 ALLEN AVE	507 ALLEN AVE
DALLAS, TEXAS 752113332	DUNCANVILLE, TEXAS 751372504	DUNCANVILLE, TEXAS 751372504

MERRILL JANET RUTH CAHILL & 511 ALLEN AVE DUNCANVILLE, TEXAS 751372504	WIBBING JULIE D & 515 ALLEN AVE DUNCANVILLE, TEXAS 751372504	MONTGOMERY TERESA K 519 ALLEN AVE DUNCANVILLE, TEXAS 751372504
PENA REBECCA & GENE PENA 7460 HAVENRIDGE LN KAUFMAN, TEXAS 751427151	DCJ REALTY LLC 3408 SILVERWOOD LN DALLAS, TEXAS 752332614	PEREZ JESUS G 633 S ALEXANDER AVE DUNCANVILLE, TEXAS 751372519
AVILA DAVID O 631 S ALEXANDER AVE DUNCANVILLE, TEXAS 751372519	JRUSS MANAGEMENT LLC 1649 SHADY CIR LUCAS, TEXAS 750028201	MILAM ROYCE H & 623 S ALEXANDER AVE DUNCANVILLE, TEXAS 751372519
FKH SFR PROPCP J LP 1850 PARKWAY PL STE 900 MARIETTA, GEORGIA 300678261	LEE THELMA M 615 S ALEXANDER AVE DUNCANVILLE, TEXAS 751372519	VALADEZ MIGUEL 611 S ALEXANDER AVE DUNCANVILLE, TEXAS 751372519
GUINN WANDA L & 607 S ALEXANDER AVE DUNCANVILLE, TEXAS 751372519	STRANGE ROBERT L 1727 W PLEASANT RUN RD DESOTO, TEXAS 751152721	HINES LARRY W LIFE ESTATE 630 S ALEXANDER AVE DUNCANVILLE, TEXAS 751372520
DILLARD EITH FAYE SUMMERS 626 S ALEXANDER AVE DUNCANVILLE, TEXAS 751372520	TURNER CLARENCE L 622 S ALEXANDER AVE DUNCANVILLE, TEXAS 751372520	LEE LON G 618 S ALEXANDER AVE DUNCANVILLE, TEXAS 751372520
COREY JOHN E JR & 614 S ALEXANDER AVE DUNCANVILLE, TEXAS 751372520	TOBIAS GRACIELA & 610 S ALEXANDER AVE DUNCANVILLE, TEXAS 751372520	JOHNCO PROPERTIES LLC 1757 CRESCENT LN DUNCANVILLE, TEXAS 751373665
ELIZA INVESTMENTS LP 11700 PRESTON RD DALLAS, TEXAS 752306112	WHIDDON RODNEY E 400 E WHEATLAND RD DUNCANVILLE, TEXAS 751164800	~~DUNCANVILLE CITY OF~~ ~~PO BOX 380280~~ ~~DUNCANVILLE, TEXAS 751380280~~

53 notices

ORDINANCE NO. 2461

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY AMENDING THE EXISTING LOCAL OFFICE/RETAIL "LOR" DISTRICT ZONING TO INCLUDE A PLANNED DEVELOPMENT "PD" ON WHEATLAND PLAZA SHOPPING CENTER, BLOCK 1, LOT A & ABANDONED ALLEY, MORE COMMONLY KNOWN AS 402 EAST WHEATLAND ROAD, DUNCANVILLE, DALLAS COUNTY, TEXAS, EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR THE APPROVAL OF THE SITE PLAN WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "C"; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and City Council of the City of Duncanville, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the City Council is of the opinion and finds that the Comprehensive Zoning Ordinance and Map should be amended as provided herein.

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

SECTION 1. The Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, be, and the same are hereby amended the Local Office/Retail "LOR" District zoning to include a Planned Development "PD" on Wheatland Plaza Shopping Center, Block 1, Lot A & Abandoned Alley, more commonly known as 402 East Wheatland Road, Duncanville, Dallas County, Texas, Exhibit A.

SECTION 2. That said Property shall be used, developed, and maintained only in the manner and for the purposes provided for this Ordinance, Comprehensive Zoning Ordinance of the City of Duncanville, as heretofore amended, and in conformance with this Ordinance and the amended Site Plan, Exhibit C, which is attached hereto and incorporated herein, subject to the following special conditions:

- A. Property shall be developed in accordance with the site plan, and be incorporated into the ordinance.
- B. Property shall meet all city, state, and federal regulations for building and fire codes, and accessibility.

C. Allowed uses are as follows:

- (1) Residential
 - (a) Live-Work Unit
 - (b) Mixed-Use Development
 - (c) Multiple-Family Dwelling
- (2) Educational, Institutional, Public and Special Uses
 - (a) Adult Day Services
 - (b) Art Gallery and Museum
 - (c) Medical, Clinic or Office
 - (d) Medical, Rehab Care (w/o Live-In)
 - (e) Place of Worship
 - (f) Radio or TV Broadcasting w/o Tower
 - (g) Research and Development Lab (Tech)
 - (h) School (Business/Trade/Vocational, College/University, Primary/Secondary Public and Private
- (3) Recreational and Entertainment Uses
 - (a) Amusement, Indoor
 - (b) Amusement, Outdoor (Temporary)
 - (c) Theater, Indoor Only
 - (d) Theater, Performing Arts
- (4) Retail and Service Uses
 - (a) Art Instruction Studio
 - (b) Art Studio
 - (c) Bar (>75% Alcohol Sales)
 - (d) Financial Institution
 - (e) Food Truck Park
 - (f) Grocery, Local Scale
 - (g) Grocery, Neighborhood Scale
 - (h) Gym and Fitness Facilities
 - (i) Nursery, Retail
 - (j) Personal Care Service Shop
 - (k) Postal Mart
 - (l) Professional Office, Local Scale
 - (m) Restaurant, Limited Seating
 - (n) Restaurant, Seated Service
 - (o) Retail, Convenience Store
 - (p) Convenience Store w/ Restaurant
 - (q) Retail, Local Scale
 - (r) Retail, Neighborhood Scale
 - (s) Retail, Sundry
 - (t) Seasonal Sales

- (u) Tattoo or Piercing Studio
- (v) Alcohol Production and Tasting/Tap Room, Micro w/ Food Sales
- (w) Boutique Hotel
- (x) Laundry, Dry Cleaning Drop-Off/Pick-Up
- (y) Laundromat

- (5) Automobile and Transportation Uses
 - (a) Auto Dealership (Inside Only)

D. Uses that require a Specific Use Permit:

- (1) Recreational and Entertainment Uses
 - (a) Banquet or Event Center

E. Glossary of New or Modified Use Definitions:

- (1) Research and Development Lab (Tech): A facility under 10,000 square feet that includes laboratories and experimental equipment for prototype design, engineering, and product testing.
- (2) Amusement Outdoor (Temporary): Any temporary outdoor amusement center where there may or may not be an admission charge, and which may include such activities as rides, entertainment, games, booths, food services and sales, and exhibitions. This use type will be limited to Subarea 1 on the site.
- (3) Banquet or Event Center: A building, facility, room, or portion thereof, that is rented, leased, or otherwise made available to any person or group for a private event function that is not open to the general public, regardless of whether a fee is charged. Includes reception facilities and wedding venues. Limited to 10,000 square feet.
- (4) Food truck park: An area designated for mobile vendors (e.g., food trucks) to park and sell food, beverages, and other retail items or services to patrons. This use type will be limited to Subareas 1, 2, and 3 on the site. The hours of operation for the designated food truck area will be 7 am-10 pm. Restrooms will be provided in buildings located in Subareas 1 and 2. All electrical, water, and wastewater connections shall be provided, and above ground utility connections shall not interfere with pedestrian or vehicular safety and shall not be located in customer service areas or customer parking lots. Detached signage for mobile vendors is allowed while within the property boundary. Waste receptacles will be provided on site.

- (5) Retail, Sundry: A retail store 10,000 square feet or under, also commonly referred to and promoted and advertised as a dime or dollar store, selling various miscellaneous small items that are usually of no large value and not important enough to be mentioned individually such as dry goods, toiletries, household supplies and perishable and nonperishable food. Only one such use is allowed in the PD area.
- (6) Seasonal Sales: Temporary outdoor retail operations (restricted to Subarea 1, 2, and 3) including but not limited to:
 - (a) Farmer's markets;
 - (b) Seasonal sales of Christmas trees, pumpkins, firewood, or other seasonal items; or
 - (c) Semi-annual sales of art or handcrafted items in conjunction with community festivals or art shows.
- (6) Tattoo or Piercing Studio: An establishment or facility under 3,000 square feet in which tattooing and/or body piercing is performed as defined by Chapter 146 of the Texas Health and Safety Code. This does not include the tattooing of permanent makeup. Only one such use is allowed in the PD area.
- (7) Boutique Hotel: Generally small, owner-operated businesses. Room numbers range from four (4) to twenty (20). Reservations may be made directly with the property. A boutique hotel offers a limited set of services, which typically include: a business center, meeting rooms, fitness room, laundry facility, and swimming pools. A boutique hotel might have a specialty restaurant, but only offer a limited menu and select days, or have small-scale meeting facilities and special events.
- (8) Auto Dealership (Inside Only): The display for sale of more than two motor vehicles or any type of trailer in an enclosed environment, and where repair or body work is incidental to the operation of the new or used vehicle sales. Motor vehicles sales includes motor vehicle retail or wholesale sales. Outside storage of motor vehicles for sale does not exist. Limited to 5,000 square feet and one use in the PD area.
- F. A 0 – 10-foot building setback shall be allowed in place of the required 25-foot side setback.
- G. A 15-foot minimum side setback shall be allowed in place of the required 25-foot side setback.
- H. A 20-foot minimum rear setback shall be allowed in place of the required 25-foot rear setback.

- I. The minimum/maximum rules dictating lot size shall be removed, for any future subdividing.
- J. A maximum height of two (2) stories will be allowed within 25 feet of single-family residential structures.
- K. Subareas, as shown in Exhibit "D", will dictate the height of buildings within the "property" as follows: a maximum height of one story in Subarea 1; a maximum height of three stories within Subarea 2 with an additional fourth floor allowed for roof access structures, roof terraces, and stairwells for up to 5% of the residential ground floor area; a maximum height of two stories in Subarea 3; and a maximum height of one story in Subarea 4.
- L. Up to 45% maximum lot coverage will be allowed to incorporate the proposed housing and new commercial development.
- M. The "property" will be exempt from building articulation requirements set forth in the Comprehensive Zoning Ordinance.
- N. Additional residential design standards shall include:
 - (1) The ground floor level shall be a minimum of 10 feet tall in Subarea 2.
 - (2) Buildings in Subarea 2 shall have a minimum of 15% window glass on external facing facades.
 - (3) Buildings in Subarea 3 shall have a minimum of 10% window glass on external facing facades
 - (4) Buildings in Subareas 2 and 3 should have an articulated a porch, balcony, or significant entry feature along a total of 50% of the linear length of a façade, with said feature at any story contributing towards the percentage.
- O. Commercial design standards shall allow main entrances of building sites to be located on any side of the building provided they follow the aesthetic design requirements for front entrances including features such as signage, an overhang, appropriate lighting, and other security features.
- P. Collection of garbage, recycling and other waste will be allowed to take place outside of the rear of the building. The applicant proposes to designate waste collection zones. Waste collection zones will be approved by the City Planner. Such zones will follow current screening and buffering requirements.
- Q. Dumpsters behind existing buildings on the property will be exempt from

screening requirements.

- R. All buildings over 1,000 square feet in ground area shall have a flat roof and a 3-foot parapet wall to screen rooftop equipment. All equipment must be set back 5 feet minimum from the exterior roof boundary.
- S. Permeable surfaces shall be allowed to be used in required parking space areas.
- T. Required parking shall be allowed to be blocked during approved community events, except parking in high traffic areas or emergency uses. During phases of new construction, temporary no parking signs will be posted 5 to 10 feet around the perimeter of the construction site. Fire lanes will remain clear at all times.
- U. The shared parking agreement establishes the ability to balance peak parking demand through a time of day shift (daytime, evening and overnight). Based on projection of expected tenants at the time of adoption, the number of required parking spaces allows a flexible mixture up to a threshold of 288 spaces (day/evening) before needing to revisit the shared parking plan. Certificate of Occupancies for individual suites can be issued through a simple update of the PD totals based on the designation of time of day peak use. All residential and hotel uses are assumed to be peak overnight uses and therefore do not functionally contribute to the peak daytime/evening total. The total number of parking spaces required is calculated per suite exactly to two decimal places and rounded up to the nearest whole number at the final total of the entire PD.
- V. As it relates to all uses specifically allowed in the PD, the shared parking agreement parking requirements shall be as follows: all medical, clinic or medical office uses will be 1 space per 400 sf; all retail, service or general office space uses of all scales and categories will be 1 space per 400 sf; all restaurant limited seating or alcohol production/tap rooms will be 1 space per 400 sf; all restaurant seated service will be 1 space per 200 sf; tattoo or piercing studio will be 1 space per 400 sf; banquet or event center will be 1 space per 20 non fixed seats and boutique hotel will be 1 space per guest room. For purposes of calculating parking space requirements for residential structures, 1 parking space is required for studio or 1 bedroom units and 1.5 spaces for 2 bedroom units. All suites will be required to have only the parking required based on the ratio of spaces per square feet and no additional use-specific requirements.
- W. A variable width buffer shall be allowed along the property line and into the underutilized right-of-way along Wheatland Road. On-street parking

shall be implemented along the underutilized travel lane closest to the curb as shown in Exhibit "C".

- X. The required minimum landscaped lot area shall be reduced to 5% of the lot area, excluding additional parking landscape requirements.
- Y. Irrigation shall be added throughout the property and shall utilize natural rainwater as an additional backup irrigation source. Rainwater catchment areas shall be included within the required landscaped areas and shall not require additional screening.
- Z. The PD will apply to all parcels as defined in the legal description and any future parcels that are derived from within the current parcels. Any future derived parcels will calculate their parking requirements, open space, lot coverage, landscaping and any other area-based requirements as a part of the total of the entire PD and shared parking arrangement, not treated as a separate site with separate totals. Parcel splits or divisions will be handled administratively where allowed by law.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

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

SECTION 5. That the above-described property shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City of Duncanville, as amended herein by the granting of this planned development.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Comprehensive Zoning Ordinance as amended hereby shall be deemed guilty of a misdemeanor, and subject to the same penalty as provided for in the Comprehensive Zoning Ordinance, and upon conviction shall be punished by fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 7. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption of said Ordinance, as the law in such cases provides.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of December, 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Janie Willman, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

Being Wheatland Plaza Shopping Center, Block 1, Lot A & Abandoned Alley, more commonly known as 402 East Wheatland Road, Duncanville, Dallas County, Texas.

[illegible]

EXHIBIT “C”

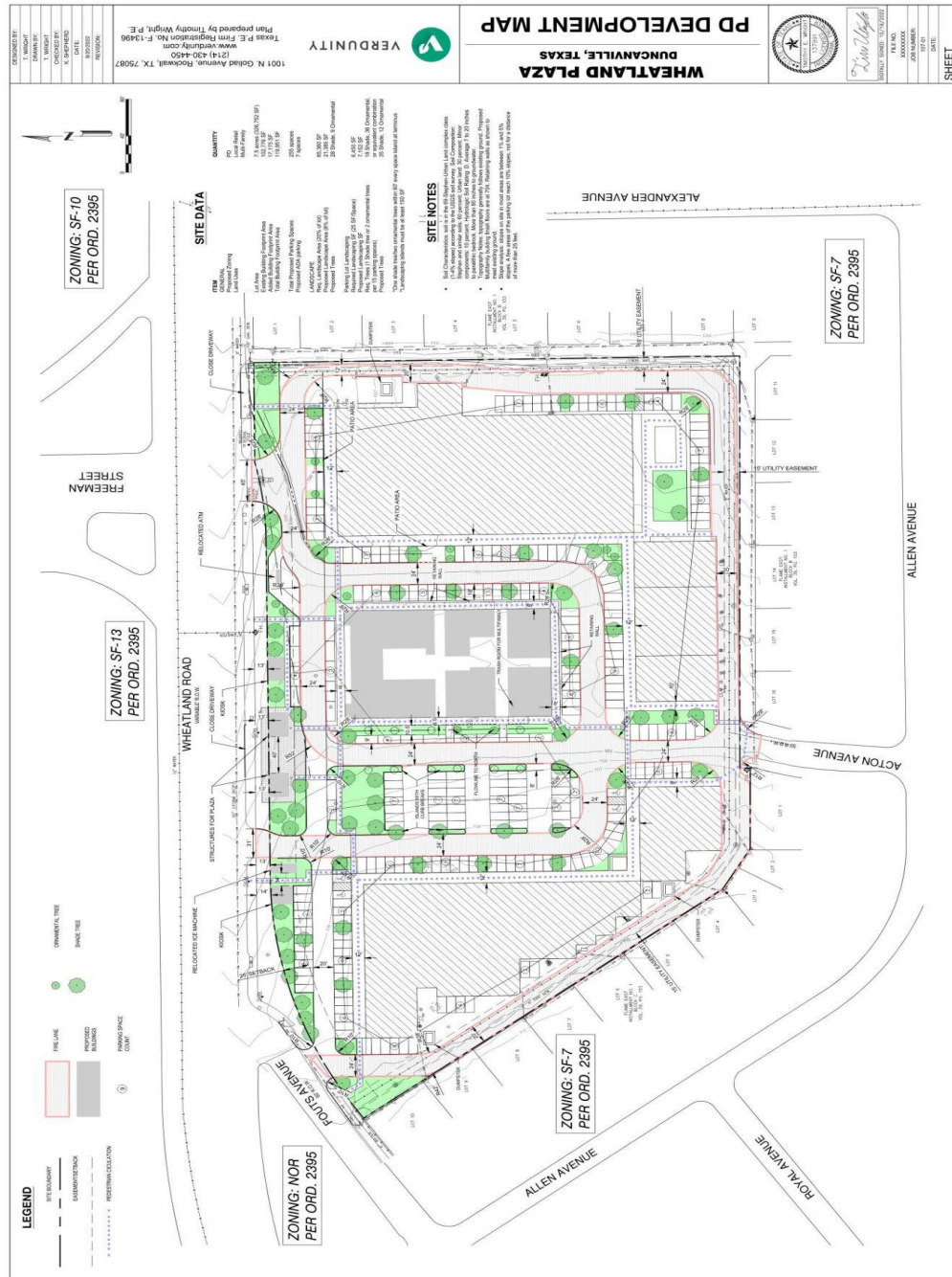


EXHIBIT "D"

