



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

Tuesday, November 21, 2023

6:00 P.M. - Work Session/Briefing

7:00 P.M. - Regular Session

or immediately following the 6:00 pm Work Session/Briefing

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

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

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

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

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting in person, broadcast by website and social media channels, and by video conference at 6:00 pm on Tuesday, November 21, 2023 in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

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

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

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

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

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

- Submit a comment by 4:00 p.m. on Tuesday, November 21, 2023.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, November 21, 2023
- First Name, Last Name, and Address

WORK SESSION / BRIEFING

1. **DISCUSS AGENDA ITEMS**
2. **CITY COUNCIL CALENDAR**
3. **BRIEFINGS / PRESENTATIONS**

- A. Review proposed mission statements for the Neighborhood Vitality Commission

9 - 10

[Boards and Commissions update](#)

EXECUTIVE SESSION

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

11 - 12

[Executive Session](#)

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

CALL TO ORDER

INVOCATION

PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

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

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

2. PROCLAMATIONS AND PRESENTATIONS

- A. Mayor Gordon will make a presentation honoring Lewis Bulin as a Champion of the City

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[Lewis Bulin Champion of The City](#)

3. CITIZENS' INPUT

In-person citizen comments will be heard during the Regular Session. In keeping with the City Council's Rules of Procedure adopted on October 18,

2022, electronic mail comments will no longer be read aloud. Paper copies will be provided to the City Council at the dais. The comments will be made a part of the public record in the minutes.

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

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

4. CONSENT AGENDA

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

- | | | |
|----|--|----------|
| A. | Consider the Minutes for the following City Council meetings:
City Council - 17 Oct 2023 - Minutes
Special Called Meetings - 19 Oct 2023 - Minutes
Special Called Meetings - 20 Oct 2023 - Minutes
Special Called Meetings - 23 Oct 2023 - Minutes
Special Called Meetings - 26 Oct 2023 - Minutes
Special Called Meetings - 09 Nov 2023 - Minutes | 14 - 29 |
| B. | Council to consider adopting a resolution establishing the Council's Rules of Procedure for 2023 and 2024.
Council's Rules of Procedure | 30 - 53 |
| C. | Council to consider adopting an ordinance to correct a scrivener's error in the published version of Ordinance 2317R.
Comprehensive Plan Amendment - Scrivener's Error | 54 - 57 |
| D. | Council to consider adopting an ordinance to correct a scrivener's error in the published version of Ordinances 2485 and 2486.
Zoning District and Land Use Ordinances - Scrivener's Error | 58 - 69 |
| E. | Council to consider a resolution to approve an annual recurring agreement with CivicPlus for citizen reporting software known as See.Click.Fix with an anticipated Fiscal Year 2024 expenditure of \$51,975; and authorizing the City Manager to execute the necessary documents related to said expenditure; and providing for an effective date.
SeeClickFix | 70 - 90 |
| F. | Consider a Resolution approving the renewal of an interlocal agreement between the City of Duncanville and Dallas County Hospital | 91 - 101 |

District d/b/a Parkland Health & Hospital System, to provide BioTel/EMS System services, in the amount of \$138,671.30 for a two-year term.

[Renewal of an interlocal agreement between the City of Duncanville and Dallas County Hospital District d/b/a Parkland Health & Hospital System, to pro](#)

- | | | |
|----|---|-----------|
| G. | Consider a Resolution authorizing the purchase of Emergency Medical Supplies from Life-Assist, Inc., through the City of Midlothian Contract 2020-28 for the unit price bid with an estimated expenditure amount of \$50,000.00.
<u>Contract with Life-Assist, Inc. for Emergency Medical Supplies</u> | 102 - 142 |
| H. | Consider a Resolution of the City Council of the City of Duncanville, Texas, authorizing an Addendum to the Billing and Collections of Emergency Medical Services Fees Contract with Emergicon, LLC, adding supplemental payment recovery assistance services through Public Consulting Group, Inc. for a service fee not to exceed 15% of the supplemental payments recovered by the Contractor on behalf of the City.
<u>Addendum to the Billing and Collections of Emergency Medical Services Fees Contract with Emergicon, LLC, adding supplemental payment recovery assistant</u> | 143 - 151 |
| I. | Consider a Resolution authorizing a professional services agreement with On Duty Health for Annual Firefighter Medical Assessments for an expenditure amount not to exceed \$192,105.81 over the next five (5) years.
<u>Professional Services Contract with On Duty Health for Annual Firefighter Medical Assessments</u> | 152 - 170 |
| J. | 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 not to exceed \$140,000.00.
<u>Contract with Impact Promotional Services, LLC, dba Got You Covered</u> | 171 - 262 |
| K. | Consider a Resolution authorizing the purchase of real-time and historical data for law enforcement online search services (DIR) Contract DIR-LGL-CALIR-02 from CLEAR Access - West Publishing with an estimated not to exceed expenditure amount of \$130,808.52 over five (5) years..
<u>CLEAR Access - West Publishing</u> | 263 - 274 |
| L. | Consider a Resolution authorizing the purchase of rifle-resistant body armor from Angel Amor through Buyboard contract #698-23, for the contractually discounted price, not to exceed \$54,000.00
<u>Angel Armor</u> | 275 - 284 |
| M. | Consider a resolution authorizing a one-year contract for investment consulting services with Valley View Consulting, LLC, through September 30, 2024, with an estimated Fiscal Year 2024 expenditure in the amount of \$49,000.
<u>FY24 - Valley View Consulting, LLC</u> | 285 - 292 |

- | | | |
|----|---|-----------|
| N. | Consider a Resolution authorizing the procurement of water bill printing and mailing services with DataProse, LLC, in the unit amounts bid through the City of Allen contract #2019-6-61 with an annual estimated expenditure of \$138,500.00.
DataProse, LLC | 293 - 298 |
| O. | Consider a Resolution authorizing an expenditure not to exceed \$84,794 to the Dallas Central Appraisal District (DCAD) for property appraisal services for Fiscal Year 2024.
FY24 Renewal - DCAD Budget Allocation | 299 - 304 |
| P. | Consider a resolution ratifying expenditures for the procurement of OpenGov online budgeting and budget book software through Carahsoft in the amount of \$98,492.48 for a two-year period.
Ratification of expenditures with Carahsoft for OpenGov budgeting software | 305 - 308 |
| Q. | Consider a Resolution approving the purchase of traffic operations equipment, maintenance, and supplies from Paradigm Traffic Systems, Inc. using BuyBoard Contract 695-23, in an amount not to exceed \$170,000.00.
Paradigm Traffic Systems, Inc. | 309 - 314 |
| R. | Consider a Resolution approving the purchase of traffic operations equipment, supplies, and services from Consolidated Traffic Controls, Inc. using Houston-Galveston Area Council of Governments (HGAC) Contract PE-05-21, in an amount not to exceed \$170,000.00.
Consolidated Traffic Controls, Inc. | 315 - 320 |
| S. | Consider a Resolution awarding RFB 23-0002 Waterline Replacement Wren Avenue and Oriole Boulevard I-20 Aerial Crossing construction project to Texas Standard Construction Ltd. through the City's competitive bid process, with a contract amount of \$1,099,215.55 and an additional appropriation of \$109,921.56 as a project contingency for a total amount not to exceed \$1,209,137.11.
Wren Avenue and Oriole Boulevard I-20 Aerial Crossing Project | 321 - 328 |
| T. | Consider a Resolution authorizing a contract with Vulcan Materials for ready-mixed concrete via sole source procurement in the amount of \$75,000.00; and authorizing the City Manager to execute the necessary documents related to said expenditures.
Vulcan Materials Ready-Mixed Concrete | 329 - 333 |
| U. | Consider a Resolution authorizing an appropriation of \$39,499.70 in additional funding to establish a project contingency for the execution of change orders for the Cherry Street Alley from Alexander Avenue to N. Cockrell Hill Road construction project for a total contract amount not to exceed \$434,496.70.
Cherry Street Alley from Alexander Avenue to N. Cockrell Hill Road Improvements Construction Project Contract Contingency | 334 - 337 |
| V. | Consider a Resolution authorizing an amendment to Professional Services Agreement 21-009 with IEA, Inc., for additional construction administration and professional engineering services as part of the Cherry Street and Center Street Alley Phase 1 Reconstruction Project in the amount of \$11,636.00, not exceeding a total contract amount of | 338 - 342 |

\$69,817.25.

[Cherry Street and Center Street Alley Phase 1 Reconstruction Engineering Design Services Contract Amendment](#)

- | | | |
|-----|--|-----------|
| W. | Consider a Resolution authorizing execution of Change Order No. 2 for IFB 21-0010, Danieldale Pump Station Rehabilitation - Phase 1, for additional construction services to complete the rehabilitation of the Danieldale Pump Station North Ground Storage Tank, in the amount of \$18,866.92, for a total contract amount of \$2,165,666.92.
<u>Danieldale Pump Station Rehabilitation Phase 1 Change Order</u> | 343 - 348 |
| X. | Consider a Resolution authorizing a new Professional Services Agreement with Gerard de Camp, M.S.C.E., P.E., PTOE, for traffic engineering consultant services for a one-year term, with the option to renew up to four additional one-year terms in an estimated contract amount not to exceed \$50,000.00, subject to appropriation; and authorizing the City Manager to execute the necessary documents related to said expenditures.
<u>Professional Traffic Engineering Services Consultant Contract</u> | 349 - 379 |
| Y. | Consider a Resolution authorizing a new Professional Services Agreement with Cactus Computer, Inc. for IT consultant services for Traffic and Utilities Divisions for a one-year term, with the option to renew up to four additional one-year terms in an estimated contract amount not to exceed \$173,000.00, subject to appropriation; and authorizing the City Manager to execute the necessary documents related to said expenditures.
<u>Professional IT Services Consultant Contract</u> | 380 - 410 |
| Z. | Consider a Resolution authorizing a contract with Data Transfer Solutions for infrastructure assessment services via sole source procurement in the amount of \$139,250.40; and authorizing the City Manager to execute the necessary documents related to said expenditure.
<u>Data Transfer Solutions' Infrastructure Assessment</u> | 411 - 417 |
| AA. | Consider a Resolution authorizing a three-year agreement with Zenith Construction Services Inc. dba Christmas by Zenith, for Christmas tree install services and holiday lighting services with an anticipated fiscal year 2024 expenditure of \$28,370.00 and providing for a total expenditure amount of \$100,000.00.
<u>Christmas Tree Install and Holiday Lighting Service</u> | 418 - 422 |
| AB. | Consider a Resolution authorizing the expenditure for tree maintenance services with The Paysage Group dba Smith Lawn and Tree Service as a primary contractor and Shawnee Mission and Tree Service dba Arbor Masters as a secondary contractor, in the unit amounts bid through the City of Grapevine RFB #515-2022 with an estimated expenditure in the amount of \$75,000.00.
<u>Tree Maintenance Services</u> | 423 - 439 |
| AC. | Consider a resolution of the City Council of Duncanville, Texas, approving the Terms and Conditions of an Interlocal Cooperative Contract Between The University of Texas at Austin, ITS, Office of Telecommunications Services and The City of Duncanville for the purchase of goods and services. | 440 - 450 |

[Interlocal Cooperation Contract with The University of Texas at Austin,
ITS, Office of Telecommunications Services](#)

- AD. Consider a Resolution approving the contract renewal of telephone and communication data systems and solutions through Ring Central partner Flair Data systems for Ring Central Services and equipment through The Interlocal Purchasing System (TIPS) contract in an expenditure amount of \$82,799.80. 451 - 574
[Renewal of Telephone Data Systems and Solutions](#)
- AE. Consider a Resolution authorizing a five-year engagement for a security protection and maintenance plan for IP cameras, door/site access, wireless network, and software upgrade/support services through the Texas Department of Information Resources purchasing contract #DIR-CPO-4494, with an annual anticipated expenditure of \$59,172.52, providing for a total anticipated expenditure not to exceed \$345,000.00. 575 - 585
[Security Protection and Maintenance Plan](#)
- AF. Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to Plaza Villareal, LLC in an amount not to exceed \$187,567 for a building located at 704 N. Main Street, Duncanville, Texas, 75116. 586 - 608
[DCEDC Design Incentive Grant-Plaza Villareal, LLC](#)
- AG. Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to The Diamond Suite Art & Event Studio, in an amount not to exceed \$10,000 for a building located at 320 E. Camp Wisdom Road. Duncanville, Texas, 75116. 609 - 622
[DCEDC Design Incentive Grant-The Diamond Suite Art & Event Studio](#)
- AH. Consider a Resolution approving the terms and conditions of design incentive grants by the Duncanville Community and Economic Development Corporation (DCEDC) to Red Bird Bowling Lanes, Inc., in the amount of \$11,940, for a building located at 1114 S. Main Street, Duncanville, Texas 75137. 623 - 646
[DCEDC Design Incentive Grant-Red Bird Bowling Lanes, Inc.](#)
- AI. Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to Kingsmen Coffee, LLC, in an amount not to exceed \$8,000 for a building located at 702 W. Wheatland Road, Suite #714, Duncanville, Texas, 75116. 647 - 661
[DCEDC Design Incentive Grant-Kingsmen Coffee, LLC](#)
- AJ. Consider a Resolution approving of a Hotel Occupancy Tax Grant for the FY 23-24 Budget in the amount of \$20,400.00 to the Duncanville Chamber of Commerce for property maintenance and computer upgrades while serving as the Duncanville Official Visitor Center. 662 - 678
[FY2 HOT Funding- Duncanville Chamber of Commerce Visitor Center](#)

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

- B. Conduct a public hearing for consideration and action regarding the request of Ravi Murjani, applicant and owner, for a Zoning Change from DD, Downtown District to LOR, Local Office Retail District and adopt an ordinance to amend the Comprehensive Zoning Ordinance and map on AMG Merrill ABST 884, PG 075, TR 40, ACS 0.1368, more commonly known as 106 East Freeman Street, in the City of Duncanville, Dallas County, Texas. 679 - 702

[Zoning Change at 106 East Freeman Street](#)

- C. Consider an ordinance amending the FY 2023-2024 budget by appropriating resources received for projects, grants, donations, and capital projects in FY 2023 and amending expenditures. 703 - 731

[FY 2024 Budget Amendments - Projects and CIP](#)

- D. Consider a Resolution awarding RFB 24-0001 Ten Mile Creek Embankment and Drainage Improvements to Stoic Construction, Inc., through the City's competitive bid process, with a contract amount of \$1,425,311.00 and an additional appropriation of \$142,531.10 as a project contingency for a total amount not to exceed \$1,567,842.10. 732 - 739

[Ten Mile Creek Erosion Control Improvements](#)

6. STAFF AND BOARD REPORTS

- A. Fire Department Quarterly Report - 4th Quarter 740 - 750

[Fire Department Quarterly Report](#)

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located outside the entrance to the City of Duncanville City Hall, next to the entryway doors, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanvilletx.gov and said Notice was posted **by** the following date and time: **Friday, November 17, 2023** , **by 5:30 P.M.** and remained posted for at least two hours after said meeting was convened.

Chiquita Taylor, City Secretary

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

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



STAFF REPORT

MEETING: City Council - 21 Nov 2023

TITLE:

Review proposed mission statements for the Neighborhood Vitality Commission

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Chiquita Taylor, City Secretary

BACKGROUND/HISTORY:

Current Mission Statement:

Educating and empowering Duncanville citizens on the civic responsibility required to have sustainable housing values; determine ways to preserve the character of the 1940's - 1950's housing options available to ensure sustainable housing values for all citizens.

POLICY EXPLANATION:

Suggestion #1:

Educating and empowering Duncanville citizens through promoting awareness of our civic responsibility required to have a healthy living environment and sustainable housing values to support vitality and an excellent quality of life.

#2

Educating and empowering Duncanville citizens on their civic responsibility and environmental stewardship required to have an attractive community with sustainable housing values for all citizens

#3 - From Lewisville, Tx

Encourages engagement, empowering and motivating residents to improve the quality of life in their neighborhoods. We want to build strong neighborhoods in Duncanville for today and tomorrow and ensure long-term vitality in our neighborhoods.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Recommend one of the proposed changes to be brought back for a vote.
2. Recommend other changes to the mission statement.
3. Other actions as directed by Council.



STAFF REPORT

MEETING: City Council - 21 Nov 2023

TITLE:

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

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:

Robert D. Brown, Jr., Interim City Manager

BACKGROUND/HISTORY:

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

POLICY EXPLANATION:

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

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget
\$0.00

Purchase Amount
\$0.00

After Encumber
\$0.00

ACTION ALTERNATIVES:

1. Convene into executive session to discuss the agenda item.

Champion of the City

LEWIS BULIN

Mr. and Mrs. Lewis Bulin moved to Duncanville in 1962. Betty Lou, the love of his life, passed away in 2020. His wonderful family consists of three daughters, four grandchildren, and four great-grandchildren. Lewis is a veteran of the United States Army and retired from the Defense Logistics Agency with 33 years of service. Always having a servant's heart, in 2006 he graduated from the Citizen's Police Academy and became a volunteer Citizen on Patrol that same year. When he is not serving our Police Department, he works as a crossing guard for the City. The Duncanville Police Department recognized Lewis as Volunteer of the Year in 2018 and 2022. Mr. Bulin has also been observed as a photojournalist at various Police Department events. At this moment, Lewis has accumulated over 7,000 volunteer hours. If he were fully employed, that equates to over three years of full-time service. For his dedication, loyalty, and a generous heart to serve his city, Mr. Lewis Bulin is hereby recognized as a Champion of the City. As Mayor of the City of Duncanville, I ask our residents to join me in congratulating Mr. Bulin on this memorable occasion.

November 21, 2023

Mayor Barry L. Gordon



Draft

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, October 17, 2023

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, October 17, 2023, at 6:00p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT: Mayor Barry L. Gordon
Councilmember At-Large DeMonica Gooden
Councilmember Joe Veracruz
Councilmember Don McBurnett
Councilmember Jeremy Koontz
Councilmember Karen Cherry-Brown
Mayor Pro Tem Greg Contreras

COUNCIL ARRIVING AT:

COUNCIL ABSENT:

WORK SESSION / BRIEFING

- 1. **DISCUSS AGENDA ITEMS**
Mayor Gordon read the item into the record, and Interim Assistant City Manager David Kees reviewed each item.

- 2. **CITY COUNCIL CALENDAR**
Reviewed by City Secretary Chiquita Taylor.

- 3. **BRIEFINGS / PRESENTATIONS**
Item 4H. Councilmember McBurnett inquired as to the amount owed as we have liquidated damages from the project due to delays. Interim Director of Public Works, Jacqueline Colton stated that generally liquidated damages are reflected at the end instead of an offset.

Item 4R. Councilmember Koontz requested this item be moved to individual consideration item 5D. Seconded by Councilmember McBurnett.

A. ***Council to receive a presentation from representatives of Linebarger, Goggan, Blair & Sampson, LLP regarding their efforts to collect delinquent taxes on behalf of the City for the term of July 1, 2022 through June 30, 2023.***

PRESENTED

In the interest of time, Mayor Gordon moved the Executive session to the end of the meeting.

Mayor Gordon recessed the Briefing Session at 7:02 p.m.

EXECUTIVE SESSION

The Executive Session was called into session at 8:39 p.m.

- 1. ***City Council shall convene into Executive Session pursuant to Section 551.072 of the Texas Government Code, to Deliberate the Sale, Exchange, Lease or Value of Real Property owned by the City north of Wheatland, east of Main, and west of State Highway 67, and to seek legal advice from the City Attorney regarding the same.***

Draft

The Council closed the Executive Session at 9:37 p.m. and reconvened into regular session at 9:38p.m.

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

The City Council convened into Regular Session in the Council Chambers at 7:09 p.m. with Mayor Gordon presiding.

Pastor Demond Tolliver delivered the Invocation.

Mayor Gordon led the Pledge of Allegiance and Texas Pledge.

1. REPORTS

- A. Mayor's Report.**
Mayor Gordon gave thanks to Linda Lydia for putting together the Pink Diamond Bike Ride.
- B. Councilmembers' Reports**
Councilmember Contreras wished Mayor Gordon a Happy birthday and commented on the bike ride. Councilmember McBurnett commended staff for the success of Hispanic Heritage Month and PIP Days volunteers on improving properties. He specifically thanked Noel Garcia for Family Field Day. Councilmember Koontz commented the Pink Diamond Ride was a great event and increased from last year. He also reminded everyone of Chess in the Park on Saturday at Pyburn Park.
- C. City Manager's Report.**
Mr. Kees recognized council and staff for PIP Days and the success of the Hispanic Heritage Festival. He also acknowledged the Police Department and others for participation in National Night Out. Mr. Kees reminded all the library will be closed on November 10th. He also introduced new staff Kurt Kasson as the new Building Official and James McKey as the new Building Inspector.

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 _
- Email citysecretary@duncanvilletx.gov
- Email title: Public Comment – _
- First Name, Last Name, and Address

Mayor Gordon read the item into record. The following spoke during the Citizens Input Period:

Draft

Patricia Ebert
115 S Greenstone
Item 5C - Third party inspection services

Gail Slaggert
1405 S. Main St.
Commended Police and Fire Departments

Grady Smithey
1806 Cedar Hill Rd.
Support of Duncanville Community Theater

Judy Smithey
1806 Cedar Hill Rd.
Support of Duncanville Community Theater

Heather Winkelman
310 N. Merrill Ave.
Support of Duncanville Community Theater

LaKolya London
3805 Olney Ct.
Issues with CBD Shop - GM Tobacco

Amy Jackson
934 Cambridge Drive
Support of Duncanville Community Theater

4. CONSENT AGENDA

Mayor Gordon requested City Secretary Chiquita Taylor read the Consent Agenda Items.

- A. ***Consider the Minutes for the following City Council meetings:***
- B. ***Consider a Resolution for an offer of a Hotel Occupancy Tax Grant for the FY23-24 budget in the amount not to exceed \$60,000 to the Great American Shoot-Out.***
- C. ***Consider a Resolution authorizing a five-year engagement for professional auditing services with Pattillo, Brown & Hill, LLP with an annual anticipated expenditure of \$56,500, providing for a total anticipated expenditure of \$282,500.***
- D. ***Consider a Resolution approving the Interlocal Agreement between the City of Duncanville and Dallas County to provide Highway Accident Investigation Services in an amount not to exceed \$59,000.00.***
- E. ***Consider a Resolution authorizing the donation of six in-car digital video recorders (DVR) and accessory equipment and sixty-five body-worn cameras and accessory equipment to the Kennedale Police Department and the Hutchins Police Department.***
- F. ***Consider a Resolution approving the terms and conditions of a multi-use agreement by and between the City of Duncanville and the Texas Department of Transportation for the installation and use of a license plate reader (LPR) camera adjacent to the roadway.***
- G. ***Consider a Resolution awarding a bid and authorizing an agreement with Caldwell Country Chevrolet for a Chevrolet Tahoe in an expenditure amount of \$49,235.00, attached hereto and incorporated herein as Exhibit A; awarding a bid; and authorizing an agreement with Defender Supply for vehicle upfitting in an expenditure amount of \$9,307.75, attached hereto and incorporated herein as Exhibit B, for a total expenditure amount of \$58,542.75.***
- H. ***Consider a Resolution authorizing change orders eight through twelve for IFB 21-002 Danieldale Road Street Reconstruction and Subsurface***

Draft

Utility Improvements Project, using project contingency funds, for a total expenditure amount of \$103,775.04.

- I. *Consider a Resolution authorizing execution of change order one for RFB 23-0003, Swan Ridge Drive Reconstruction and Beaver Creek and Shady Tree Place Waterline Replacement, in an expenditure amount of \$51,260.00, authorizing an appropriation of \$78,571.00 in additional funding to establish a project contingency for the execution of future change orders, for a total contract amount not to exceed \$2,726.451.00.*
- J. *Consider a Resolution authorizing a Regulatory Services Agreement with the Trinity River Authority of Texas for lab analysis of water and wastewater analysis, industrial inspection, and sampling services for a one-year term, effective October 1, 2023, through September 30, 2024, with the option to renew up to four additional one-year terms in an estimated contract amount not to exceed \$180,000.00 subject to approval by City Council and authorized funding.*
- K. *Consider a Resolution awarding RFP 23-0023 Municipal Annex Building Roof Replacement to Alto Vista Roofing to replace the roof at the municipal annex building located at 103 East Wheatland Road through the City's competitive bid process in a total estimated expenditure amount of \$150,000.00.*
- L. *Consider a Resolution authorizing a Professional Services Agreement with Steven C. Miller, P.E., for engineering consultant services for a one-year term, effective October 1, 2023, through September 30, 2024, with the option to renew for up to four additional one-year terms in an estimated contract amount not to exceed \$165,000.00; and authorizing the Interim City Manager to negotiate and execute the Professional Services Agreement after approval as to form by the City Attorney.*
- M. *Consider a Resolution awarding bid RFB 23-0022 Summit Pump Station Generator and authorizing a contract with Texan Municipal and Industrial to furnish and install a standby generator for the Summit Water Pump Station through the City's competitive bid process in a total estimated expenditure amount of \$579,469.00.*
- N. *Consider a Resolution awarding bid RFB 23-0017 Street Mill and Overlay Program to Anderson Asphalt & Concrete Paving, LLC., for mill and overlay street improvements through the City's competitive bid process and authorizing a contract for a one-year term, effective October 1, 2023, through September 30, 2024, with the option to renew up to three additional one-year terms in a total estimated expenditure amount not to exceed \$1,600,000.00.*
- O. *Consider a Resolution adopting revisions to the City of Duncanville's Charity Care Policy as required by the State of Texas Ambulance Supplemental Payment Program.*
- P. *Consider a Resolution authorizing the emergency procurement of a Horton Type I Ambulance from Southern Emergency & Rescue Vehicle Sales, LLC located in Comanche, Texas, in the expenditure amount of \$345,706.95.*
- Q. *Consider a Resolution authorizing the procurement of (1) one Stryker Power Pro 2 Stretcher and (1) one Stryker MTS Power Loading System with floor plate from Stryker Corporation for a total expenditure amount of \$65,003.27.*
- R. *Consider a resolution amending the FY 2023-2024 Master Fee Schedule for Planning and Neighborhood Services.*
Item moved to individual consideration item 5D.

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

Resulting from discussion in executive session, the council directs appropriate city staff to discuss the continued relationship with the Duncanville community Theatre and the use of the building located at 106 S. Main. At this time, no official action is to be taken as a result of executive session.

Draft

- B. Consider a Resolution approving Amendment #1 to the Guaranteed Maximum Price with CORE Construction Services of Texas, Inc., in the proposed amount of \$265,927.11, including \$175,000.00 as a project contingency for the execution of future change orders, to provide for additional construction services for the new Fire Station No. 271, for a revised total Guaranteed Maximum Price of \$7,857,835.11, and authorizing the Interim City Manager to negotiate and execute the amendment after approval as to form by the City Attorney and any future contract change orders not exceeding \$50,000.00.**

Jacqueline Colton presented this item along with Joshua Honeycutt with CORE Construction and Corey Durrant with Brown, Reynolds, and Watford (BRW) Architects. Ms. Colton stated the project is ninety percent complete. We are seeking a contract amendment for city supplied materials and labor. Mr. Honeycutt discussed the provisions of the project. The scope of the project changed as well as equipment changes. Asking to raise the GMP to cover costs. Ms. Colton reviewed the costs of the project. She stated the contingency amount is for potential water pressure issues. Mayor Gordon asked about the maximum cost as addressed previously and how the contingency funds will be used. Councilmember Contreras asked if in summary if one hundred percent of additional costs are from the city requesting items that were overlooked. Ms. Colton said yes.

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

- C. Consider a Resolution ratifying the increase in the spending authorization level by \$49,901.43, from \$70,000 to \$119,901.43, which was approved for one-time procurement of building inspection services due to staffing shortages. The unit amount with an estimated annual expenditure of seventy thousand dollars (\$70,000.00). The ratification would hereby approve the additional forty-nine thousand, nine-hundred and one dollar and forty-three cents (\$49,901.43) authorization increase.**

Planning and Neighborhood Services Director Jeremy Tenant and Development Services Managing Director Gus Garcia presented this item. Mr. Tenant stated during 2022 and 2023 with the vacant position for Building Inspector and a Building Official for much of that period we had to use a third-party contractor. We anticipate only using them on an emergency or as-needed basis. Some invoices from 2022 were not paid and were paid from the FY2023 budget. Currently, we have past invoices in need to be payment. Mayor Gordon clarified that we are ratifying an expenditure that was already paid. Mr. Hager stated yes.

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

- D. Consider a resolution amending the FY 2023-2024 Master Fee Schedule for Planning and Neighborhood Services.**

Gus Garcia presented this item. Mayor Gordon asked if there could be a hardship consideration as it relates to garage sale permits to waive the fee. City Attorney Hager stated there would have to be criteria set as the time of permit application. This would be difficult to implement as we would be asking for personal information from the applicant and validation of information. Councilmember Contreras stated there is no charge for garage sale permits in DeSoto, Lancaster, and Cedar Hill. He would like us to stay in line with neighboring cities. Councilmembers Gooden, McBurnett, and Veracruz indicated they are in favor of removing the twenty-five-dollar fee for garage sale permits. Councilmember Koontz asked about the fee for permanent food trucks or food trucks that are at a location for an extended period. Mr. Garcia stated we do not have a fee for this type of permanent food truck. We would have to come back to council with a fee for this type of food truck. Mr. Hager stated the business would need a Special Use Permit (SUP) for the type of business that identifies a site for the food truck court. This would be an annual fee for an extended temporary food truck. Councilmember Cherry-Brown asked if we always needed a permit for garage sales. Mr. Garcia said yes.

Draft

Councilmember Gooden asked about the master fee schedule to cover the cost of inspections. Mr. Garcia stated the seventy-five-dollar fee for inspections covers the cost to the third-party inspector if used so there is not a deficit.

Councilmember Jeremy Koontz made a motion to approve the item with the removal of the twenty-five-dollar garage sale permit fee, Mayor Pro Tem Greg Contreras seconded the motion. The vote was cast 7 for, 0 against.

6. STAFF AND BOARD REPORTS

Mayor Gordon recessed the regular session at 8:32p.m. and read the executive session item into the record.

ADJOURNMENT

The meeting was adjourned at 9:39p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

Draft

Duncanville Special Called Meetings Meeting Minutes
Regular Meeting
Thursday, October 19, 2023

CALL TO ORDER

A special meeting of the Duncanville City Council was called to order on Thursday, October 20, 2023, at 4:05p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT: Mayor Barry L. Gordon
Councilmember At-Large DeMonica Gooden
Councilmember Joe Veracruz
Councilmember Don McBurnett
Councilmember Jeremy Koontz
Councilmember Karen Cherry-Brown
Mayor Pro Tem Greg Contreras

COUNCIL ARRIVING AT:

COUNCIL ABSENT:

1. EXECUTIVE SESSION BRIEFING

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

Mayor Gordon recessed the regular session at 4:06p.m.
Mayor Gordon opened the executive session at 4:07p.m. and read the item into the record.

The Council recessed Executive Session at 4:59p.m.

The City Council convened into Regular Session in the Council Chambers at 5:09p.m. with Mayor Gordon presiding.

2. RECEIVE PUBLIC COMMENTS

To submit a comment via email and for your comments to be read, the following information is required:

- Submit a comment by 3:00 pm on Thursday, October 19, 2023
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – October 19th – SPECIAL MEETING.
- First and Last Name; and address.

No citizen comments.

3. AGENDA ITEMS

- A. Public presentation by City Manager Candidate Dennis Baldwin

Mayor Gordon introduced Mike Wilson with T2 Professional Consulting who reviewed the procedure for the meeting and the QR code for citizen input. Mr. Wilson introduced candidate Dennis Baldwin.

Mr. Baldwin presented his response to the question of what he would do in the first sixty days as City Manager.

Mayor Gordon recessed the regular session at 5:27p.m.

Draft

4. EXECUTIVE SESSION

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

The City Council reconvened into executive session at 5:29p.m.

The City Council closed the Executive Session at 7:28p.m. and reconvened the regular session at 7:29p.m.

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

ADJOURNMENT

The meeting was adjourned at 7:29p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

Draft

Duncanville Special Called Meetings Meeting Minutes
Regular Meeting
Thursday, October 20, 2023

CALL TO ORDER

A special meeting of the Duncanville City Council was called to order on Friday, October 20, 2023, at 2:04p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT: Mayor Barry L. Gordon
Councilmember At-Large DeMonica Gooden
Councilmember Joe Veracruz
Councilmember Don McBurnett
Councilmember Jeremy Koontz
Councilmember Karen Cherry-Brown
Mayor Pro Tem Greg Contreras

COUNCIL ARRIVING AT:

COUNCIL ABSENT:

1. EXECUTIVE SESSION BRIEFING

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

Mayor Gordon recessed the regular session at 2:05p.m.
Mayor Gordon opened the executive session at 2:07p.m. and read the item into the record.

The Council recessed Executive Session at 2:40p.m.

The City Council convened into Regular Session in the Council Chambers at 3:00p.m. with Mayor Gordon presiding.

2. RECEIVE PUBLIC COMMENTS

To submit a comment via email and for your comments to be read, the following information is required:

- Submit a comment by 1:00 pm on Friday, October 20, 2023
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – October 20th – SPECIAL MEETING.
- First and Last Name; and address.

No citizen comments.

3. AGENDA ITEMS

- A. Public presentation by City Manager Candidate Doug Finch

Mayor Gordon introduced Mike Wilson with T2 Professional Consulting who reviewed the procedure for the meeting and the QR code for citizen input. Mr. Wilson introduced candidate Doug Finch.

Mr. Finch presented his response to the question of what he would do in the first sixty days as City Manager.

Mayor Gordon recessed the regular session at 3:18p.m.

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4. EXECUTIVE SESSION

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

The City Council reconvened into executive session at 3:31p.m.

The City Council closed the Executive Session at 5:35p.m. and reconvened the regular session at 5:36p.m.

Councilmember Koontz departed the meeting at 5:35p.m.

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

No action taken.

ADJOURNMENT

The meeting was adjourned at 5:36p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

Draft

Duncanville Special Called Meetings Meeting Minutes
Regular Meeting
Thursday, October 23, 2023

CALL TO ORDER

A special meeting of the Duncanville City Council was called to order on Monday, October 23, 2023, at 4:05p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT: Mayor Barry L. Gordon
Councilmember At-Large DeMonica Gooden
Councilmember Joe Veracruz
Councilmember Don McBurnett
Councilmember Jeremy Koontz
Councilmember Karen Cherry-Brown
Mayor Pro Tem Greg Contreras

COUNCIL ARRIVING AT:

COUNCIL ABSENT:

1. EXECUTIVE SESSION BRIEFING

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

Mayor Gordon recessed the regular session at 4:06p.m.
Mayor Gordon opened the executive session at 4:07p.m. and read the item into the record.

The Council recessed Executive Session at 4:47p.m.

The City Council reconvened into Regular Session in the Council Chambers at 4:59p.m. with Mayor Gordon presiding.

2. RECEIVE PUBLIC COMMENTS

To submit a comment via email and for your comments to be read, the following information is required:

- Submit a comment by 3:00 pm on Monday, October 23, 2023
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – October 23rd – SPECIAL MEETING.
- First and Last Name; and address.

No citizen comments.

3. AGENDA ITEMS

- A. Public presentation by City Manager Candidate Mike Castro

Mayor Gordon introduced Mike Wilson with T2 Professional Consulting who reviewed the procedure for the meeting and the QR code for citizen input. Mr. Wilson introduced candidate Mike Castro.

Dr. Castro presented his response to the question of what he would do in the first sixty days as City Manager.

Mayor Gordon recessed the regular session at 5:14p.m.

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4. EXECUTIVE SESSION

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

The City Council reconvened into executive session at 5:24p.m.

The City Council recessed the executive session at 6:50p.m.

The City Council reconvened executive session at 6:54p.m.

The City Council closed the Executive Session at 7:42p.m. and reconvened the regular session at 7:43p.m.

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

No action taken.

ADJOURNMENT

The meeting was adjourned at 7:44p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

Draft

Duncanville Special Called Meetings Meeting Minutes
Regular Meeting
Thursday, October 26, 2023

CALL TO ORDER

A special meeting of the Duncanville City Council was called to order on Thursday, October 26, 2023, at 5:31p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT: Mayor Barry L. Gordon
Councilmember At-Large DeMonica Gooden
Councilmember Joe Veracruz
Councilmember Don McBurnett
Councilmember Jeremy Koontz
Councilmember Karen Cherry-Brown
Mayor Pro Tem Greg Contreras

COUNCIL ARRIVING AT:

COUNCIL ABSENT:

2. RECEIVE PUBLIC COMMENTS

To submit a comment via email and for your comments to be read, the following information is required:

- Submit a comment by 4:00 pm on Thursday, October 26, 2023
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – October 26th – SPECIAL MEETING.
- First and Last Name; and address.
- *The City Secretary will still set a two-minute time limit on the comments as they are read.*

No citizen comments.

3. EXECUTIVE SESSION BRIEFING

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

Mayor Gordon recessed the regular session at 5:32p.m.
Mayor Gordon opened the executive session at 5:32p.m. and read the item into the record.

The Council closed Executive Session at 8:42p.m.

The City Council reconvened into Regular Session at 8:43p.m.

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

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ADJOURNMENT

The meeting was adjourned at 8:43p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

Draft

Duncanville Special Called Meetings Meeting Minutes
Regular Meeting
Thursday, November 9, 2023

1. CALL TO ORDER

A special meeting of the Duncanville City Council was called to order on Thursday, November 9, 2023, at 6:00p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT: Mayor Barry L. Gordon
Councilmember At-Large DeMonica Gooden
Councilmember Joe Veracruz
Councilmember Don McBurnett
Councilmember Jeremy Koontz
Councilmember Karen Cherry-Brown
Mayor Pro Tem Greg Contreras

COUNCIL ARRIVING AT:

COUNCIL ABSENT:

2. RECEIVE PUBLIC COMMENTS

To submit a comment via email and for your comments to be read, the following information is required:

- Submit a comment by 4:00 pm on Thursday, November 9, 2023
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – November 9th – SPECIAL MEETING.
- First and Last Name; and address.
- *The City Secretary will still set a two-minute time limit on the comments as they are read.*

Mayor Gordon read the item into record. The following spoke during the Citizens Input Period:

Teresa Montgomery
519 Allen Ave.
Opposition to Wheatland Plaza development

Jim Jones
1627 Nob Hill
Ladd Ordinance

Robbie Robbins
343 Shorewood Dr.
Ladd Property

Mayor Gordon recessed the regular session at 6:09p.m. and opened the executive session.

City Attorney Robert Hager joined meeting virtually at 6:09p.m.

3. EXECUTIVE SESSION

City Secretary Taylor departed the meeting at 6:13p.m.

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

City Secretary returned to the meeting at 6:44p.m.

- B. City Council shall convene into closed executive session to seek legal advice from the City Attorney pursuant to Section 551.071(2) of the Texas Gov't Code, concerning PD zoning on Wheatland Plaza.

Draft

- C. City Council shall convene into closed executive session to seek legal advice from the City Attorney pursuant to Section 551.071(2) of the Texas Gov't Code, concerning ordinances amending the comprehensive plan, zoning ordinance and zoning on Ladd property.

Mayor Gordon closed the executive session at 7:41p.m. and reconvened the regular session at 7:42p.m.

- 4. Take any necessary action as a result of the Executive Session.
 - Item 3A. Councilmember Veracruz made a motion to appoint Douglas Finch as City Manager for the City of Duncanville, Texas effective on January 8, 2024; and authorize the mayor to execute an employment contract after approval as to form from the City Attorney; subject to completion of a background check and pre-employment screening test. Seconded by Councilmember Koontz. A roll call vote was taken with 7-0 for approval.
 - Item 3C. City Council directs the Interim City Manager and City Attorney to present at the next city council meeting on November 21, 2023, the following ordinances:
 - 1) An ordinance amending the comprehensive plan 2) an ordinance amending the zoning ordinance 3) an ordinance placing the Ladd Nature Preserve on the land tract.

ADJOURNMENT

The meeting was adjourned at 7:44 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY



STAFF REPORT

MEETING: City Council - 21 Nov 2023

TITLE:

Council to consider adopting a resolution establishing the Council's Rules of Procedure for 2023 and 2024.

Vision Statement:

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

STAFF RESPONSIBLE:

David Kees, Interim Assistant City Manager

BACKGROUND/HISTORY:

The Council shall adopt its rules of procedure annually.

POLICY EXPLANATION:

Following the City Council retreat November 2-3, 2023, in which feedback was received on the rules of procedure document, changes have been made and the document is being brought to Council for ratification.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Adopt the Rules of Procedure.
2. Amend the Rules of Procedure.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2023-184 - Rules of Procedure](#)

RESOLUTION NO. 2023-184

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, ADOPTING THE RULES OF PROCEDURE FOR COUNCIL AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2.15 of the City of Duncanville Charter authorizes the Council to determine its rules of procedure and order of business; and,

WHEREAS, The City Council adopted its rules of procedure document in October of 2022; and,

WHEREAS, The City Council has proposed amendments to the 2022 document and hereby desires to officially adopt the 2023-2024 Rules of Procedure, attached hereto as "Exhibit A."

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

SECTION 1. The City Council does hereby adopt its Rules of Procedure, attached hereto as "Exhibit A."

SECTION 2. The Rules of Procedure shall be the official governing document of the Council until otherwise amended or repealed.

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

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit A



RULES OF PROCEDURE

Adopted:

November 21, 2023

CITY COUNCIL

CITY OF DUNCANVILLE, TEXAS

Exhibit A

City Council of Duncanville Mission & Pillars

“The mission of the City Council of Duncanville is to build a vibrant inclusive community driven by a commitment to democratic principles and service above self.”



Exhibit A

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Exhibit A

I. ROLES & RESPONSIBILITIES

This section will focus on defining the positions and establishing the duties of those who sit on and who are intended to support the operations of the City Council of Duncanville.

A. The Mayor

Home Rule Charter Reference - Article II Sec. 2.05, Presiding Officer: The Mayor

The Mayor shall preside at meetings of the City Council, and shall be recognized as head of City government for all ceremonial purposes and by the Governor for purposes of military law, but shall have no regular administrative duties. He may participate in the discussion of all matters coming before the Council. He shall be entitled to vote as a member thereof on legislative, or other matters, commencing on and from the date that the Council member elected at large assumes the duties of office following the City's general election in May, 2003. The Council shall elect from among the Councilmen a Mayor pro tempore who shall act as Mayor during the absence or disability of the Mayor. If a vacancy in the office of Mayor occurs, the Council shall select a Mayor from its own members who shall serve until the next regular election. His former place as councilmember shall be deemed vacant and filled as provided for in Section 2.04.

1. The Mayor shall be the presiding officer at all meetings. The Mayor pro tempore shall preside in their absence or refusal to conduct the meeting.
2. The Mayor shall preserve order and decorum and shall require Councilmembers and citizens in attendance engaged in debate to limit discussion to the question under consideration and shall operate according to these Rules of Procedure.
3. The Mayor will encourage all Councilmembers to participate in Council discussion and give each member an opportunity to speak for five minutes before any member can speak again on the same subject. No vote to close discussion, limit debate, or call the question shall be entertained by the Mayor if a Councilmember, desiring to speak, has not had their opportunity to speak at least twice on any given agenda item. Any vote to close or limit debate requires a simple majority vote.

B. Mayor pro tempore

1. If the Mayor fails to execute any ordinance, resolution, or Council-approved document within 72 hours of its lawful passage by the Council, the Mayor pro tempore shall have full authority to sign and execute such ordinance, resolution, or Council-approved document.
2. The Mayor pro tempore shall be elected by a majority vote of the Councilmembers present at the first regular meeting of the City Council following the swearing-in of newly elected Councilmembers from the May general election or subsequent run-offs.

Exhibit A

3. The Mayor pro tempore shall be elected for a one-year term and shall serve until replaced by a subsequent Mayor pro tempore election. The Councilmember currently serving as Mayor pro tempore shall not be eligible to serve consecutive terms.
4. Criteria to be considered in the election of Mayor pro tempore:
 - Willingness to commit the time necessary to serve in case of the absence of the Mayor. Duties will include presiding over City Council meetings, scheduled and called meetings, representing the City at ribbon cuttings, memorial events, speaking engagements during the day and evening hours, and assisting staff when requested for special projects. From time to time, the Mayor may call on the Mayor pro tempore to assist in representing the City when scheduling conflicts occur.
 - The Mayor pro tempore should have demonstrable leadership abilities and a good working relationship with their fellow Councilmembers and City staff.
 - Councilmember must have served a minimum of one year on the City Council before being eligible to serve as Mayor pro tempore.
 - Councilmember should resist outside lobbying efforts by citizens on behalf of a particular Councilmember or for a particular council district.
 - In the event that more than one Councilmember may meet the criteria to serve as Mayor pro tempore, a Councilmember's vote should be cast for the one member they feel can best serve the City as Mayor pro tempore for the coming year. Since only one person will be elected Mayor pro tempore, the remaining Councilmembers should not consider the vote for another member as a lack of confidence in their ability or disrespect to the citizens of the district they represent.
5. No Councilmember shall offer, seek, or accept any favors, gifts, or special considerations in exchange for a vote to be Mayor pro tempore.
6. The Mayor pro tempore may be removed by a simple majority vote of the City Council. Should the office of Mayor pro tempore be vacated, an election to fill the unexpired term shall be held at the second regular meeting of the City Council following the vacancy.

C. City Council

1. When addressing an agenda item, the Councilmember shall first be recognized by the Mayor, confine their comments and questions to the issue under debate, avoid reference to personalities, and refrain from impugning the integrity or motives of any other Councilmember or staff member in their argument or vote. Councilmembers shall at all times maintain civility among each other and refrain from uncivil discourse.
2. Any Councilmember may appeal a ruling of the Mayor to the Council as a whole. If the appeal is seconded, the Councilmember making the appeal may make a brief statement justifying the appeal. The Mayor may subsequently explain their position. Then, each Councilmember may explain their position. The Mayor will then put the

Exhibit A

ruling to a vote of the Council. A majority vote is required to overturn the ruling of the Mayor.

3. Any Councilmember may raise a point of order and require the Council to conform to the order of business or these Rules of Procedure. The Council may by motion and simple majority vote to suspend these rules and amend the agenda or order of business.
4. Meetings with and questions of the City Attorney may be made by any Councilmember as needed, but the Attorney's time shall be used judiciously. Each Councilmember shall exercise their judgement in tracking their hours consulting legal advice and the corresponding expense to the City. It is recommended that meetings with the Attorney take place on days when regular Council meetings are held and the Attorney is already scheduled to be present.
5. In accordance with State Law, the Mayor and Councilmembers shall be required to attend all scheduled meetings of the City Council, unless they have a valid excuse not to do so. Each member is expected to be present for discussion and resolution of all items on the scheduled agendas. As a courtesy, the Mayor, Council, and staff shall be notified in case of absence.
6. In the event that both the Mayor and the Mayor pro tempore are absent from a meeting of the Council, the duty of presiding should fall to the most senior Councilmember in attendance.

D. City Manager

Home Rule Charter Reference – Article II, Sec. 2.07: Appointment of the City Manager

The Council shall appoint a City Manager, at their discretion, for an indefinite term, who shall be the chief administrative and executive officer of the City. No member of the Council shall, during the term for which elected, be chosen as City Manager. The City Manager shall receive such compensation as may be fixed by the Council. Until such time the Council appoints a City Manager, the duties and functions of the City Manager shall be performed by the City Council.

1. The City Manager is directly responsible for providing information to all the Council concerning any written information requests by a specific Councilmember. If the City Manager or their staff's time is being dominated or misdirected by a Councilmember, it is the City Manager's responsibility to inform the Mayor and the Council.
2. The City Manager is responsible for keeping the Council informed.
3. It is the responsibility of the City Manager to establish procedures for handling customer concerns in all departments with prompt feedback to the citizen and to the appropriate City Councilmember(s) in writing.
4. The City Manager will strive to maintain positive relations with the City Council by following these guidelines:
 - a. Whether newly elected or experienced, remember every Councilmember represents the special interests of a specific district and its voters, as well as the best interests of the City as a whole.

Exhibit A

- b. Work to establish mutual trust with the Council.
 - c. Open the lines of communication with the Council.
 - d. Be inclusive of opportunities for educational trips. An educated Council is in the City's best interests.
 - e. Include the Council in City-sponsored employee social events.
 - f. Conduct orientation sessions for new Councilmembers. Provide a tour of the City buildings and introduce to staff.
5. The City Manager is required to prepare and submit to the Council an annual budget. Additionally, the City Manager shall include the department presentations detailing what has been requested and the reason for the request.

E. City Attorney

Home Rule Charter Reference – Article II Sec 2.06, The Council: Powers (12)

The Council shall appoint a City Attorney who shall be a competent attorney licensed to practice law in the State of Texas and who shall hold office at the pleasure of the City Council. (Ord. No. 1783, approved 3-19-02, adopted at election 5-4- 02)

- 1. The City Attorney is employed by the City Council. All requests for legal opinions from Councilmembers can be discussed with the City Attorney, who will then send a written opinion to be filed by the City Secretary and distributed to all the Council.
- 2. The City Attorney should not be expected to give a complete answer for complex legal opinions during Council meetings, briefings, or workshops. Requests for opinions should be made at least one week in advance of any Council meetings to ensure quality, well-researched opinions.

F. City Secretary

Home Rule Charter Reference – Article III Sec. 3.07: City Secretary

The City Manager shall appoint an officer of the City who shall have the title of City Secretary, shall give notice of the Council meetings, shall keep minutes of its proceedings, shall authenticate by his signature and record in full in a book kept for the purpose all ordinances and resolutions and shall perform such other duties as shall be required by this Charter or by the City Manager.

- 1. The City Secretary shall prepare an agenda of all matters requiring the attention of the Council. The agenda for all regular meetings shall be provided to all Councilmembers in the timeframe outlined in Section IV, Rules of Meeting.
- 2. Except as provided herein, all meetings shall be recorded electronically. The electronic recording shall be produced and maintained by the City Secretary; provided, that if a recording is not possible, detailed minutes of the meetings shall be kept by the City Secretary.

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3. Notice must be provided for Ceremonial Proclamations, letters, certificates. Each ceremonial document shall be circulated and filed by 12:00 p.m. on the business day before the meeting at which it is to be considered.

II. RELATIONS

This section will define how members of the Duncanville City Council should interact among themselves and with other entities, both within the City and externally.

A. Mayor, City Council, City Manager, & City Staff

1. The City Manager is expected to respond in a timely manner to Council and Councilmember requests. When information is requested, the City Manager will estimate a reasonable time frame for collecting the information.
 - a. If the City Manager disagrees with the request, he/she should say so and explain his/her position in writing to all members of the City Council.
 - b. If the City Manager disagrees with individual directives, he/she should initiate clarification of Council's will with regard to the individual Councilmember's request.
 - c. The City Manager should delegate responsibility for the response as necessary and appropriate, but the City Manager will remain responsible for its receipt by Council in a timely manner.
 - d. The City Manager should maintain a checklist and timetable for those requests and other directives of the Council.
2. All City Councilmembers will receive the same pertinent verbal and written information. There will be no preferential dissemination of information.
3. Regarding customer concerns for routine service requests, e.g. trash collection or water billing concerns, City Councilmembers will guide citizens to the appropriate staff member or department rather than the City Manager.
4. During regular meetings, special meetings, or workshops of the City Council, a majority of the Councilmembers present will be required to direct the City Manager in the case of opposing opinions on the Council.

B. Council Inquiries with the City Manager

The City Manager is the primary link between Council and the professional staff. The Council's relationship with the staff should be through the City Manager, as is required by the City Charter. The inquiry process exists to best facilitate that relationship and address Councilmembers' concerns.

1. **Agenda Questions:** Questions arising from Councilmembers after receiving their agenda information packet should be presented to the City Manager for staff consideration prior to the Council meeting. The additional information will be distributed to all Councilmembers. Any request for additional information shall be

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provided to the entire council as expeditiously as possible prior to any meeting to ensure appropriate review.

2. **Presentations to Council:** The City Manager shall designate appropriate staff to address each agenda item and shall see that it is adequately prepared and presented to the Council. Presentation should be professional, timely, and allow for discussion of options for resolving the issue. Staff shall make it clear that no Council action is required, present a staff solution, or present the specific options for Council consideration.
3. **Problem Resolution:** If the City Manager or their staff's time is being dominated or misdirected by a Councilmember, or should any conflict arise between staff and Council, the City Manager shall:
 - i. Visit with the Councilmember and discuss the problem and/or impact on City Manager or staff time;
 - ii. If unresolved, ask the Mayor to arbitrate a resolution to the issue;
 - iii. If still unresolved, ask the Mayor to present the concerns to the Council;
 - iv. If the unresolved issue is with the Mayor, ask the Mayor pro tempore to arbitrate a resolution to the issue;
 - v. If still unresolved issue involves the Mayor, ask the Mayor pro tempore to present the concerns to the Council.

C. Mayor & Councilmember Training and Professional Development

1. In addition to the required training, Councilmembers are encouraged to attend at least one training event per year, and others as found beneficial to the performance of their elective duties subject to the availability of funds as appropriated in the annual budget for the Mayor and each Councilmember.
2. The Mayor and each member of Council will have an appropriated budget amount by representative area. Travel and training funds appropriated for the Mayor and each Councilmember shall not be available for transfer to another Councilmember or the Mayor.
3. Selection of professional development events are at the discretion of each councilmember but are limited to expenditures within the amount appropriated for those trainings. Unexpended funds for each elective position are non-transferable and shall be returned to fund balance at the end of each fiscal year.
4. Councilmembers are encouraged to select training events from the following list of providers:
 - Texas Municipal League (and affiliates)
 - North Central Texas Council of Government
 - National League of Cities
 - Other as deemed important to individual members
5. As the need arises, additional expenditures may be made from miscellaneous professional development funds that are subject to annual appropriation, for the Mayor and/or a Councilmember chosen to represent the Council at special events.

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Such additional expenditures may be made only after having been placed on the agenda of a regular Council meeting and acted upon by motion, second, and favorable majority vote.

D. Community Events and Town Halls

1. The City Council shall strive to host an open-format, topical Town Hall session, no less than twice a year. These Town Halls may include guest speakers and presenters but shall also include the opportunity for citizens to directly meet, address, and ask questions of the Mayor and City Councilmembers.
2. Councilmembers are also encouraged to host frequent community-building events within their council districts. All community events will be placed on the City Website and LED for all City Councilmembers, regardless of event size, coordination, or official staff-backing, except during the formal period of elections.
3. The Mayor may host a monthly interactive event, such as “Coffee with the Mayor”, supported by City Staff, provided that it occurs during regular operating hours and is scheduled in advance. Both citizens and City Councilmembers (although they shall not gather in a sufficient number to constitute a quorum) are invited to participate.
4. Each Councilmember shall also be allotted one staff-supported “major” community event per year, provided sufficient notice of at least one month prior to the date of the event and financial backing as budgeted in the annual budgeting procedure.
 - a. This shall not be used to put a limitation on the ability of any Councilmember to host any number of self-planned and publicized community events.
 - b. No events shall be coordinated or marketed by staff during the formal period of elections.

E. Media and Social Media

1. On all administrative matters, the official spokesperson for City Staff shall be the City Manager or their designee.
 - a. When in doubt, Councilmembers shall defer to the city’s Public Information Officer on questions from the media.
2. Similarly, the Mayor, or their chosen designee, shall always be the primary spokesperson for the official position of the City on matters regarding policy decisions and Council information pertaining to issues under debate or on the agenda.
3. Councilmembers publicly represent the city at all times, whether they are within a City Council meeting or without. As such, Councilmembers shall constantly be aware of their actions on any social media platform, and the effect it may have on their public images, as well as on the image of the City of Duncanville.
 - a. If a Councilmember chooses to create a social media account as a publicly elected official with the specific intent to engage with constituents, they shall keep this account distinct and separate from other personal accounts that they maintain – acknowledging that, as an elected official, any use of social media for their duties may create a public record.

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- b. Elected officials increasingly use social media for re-election purposes, however, mixing campaign and constituent communications from the same account, website, or other platform could put a Councilmember at risk for violating laws that prohibit using government resources for political purposes. For this reason, it is advised that Councilmembers do not maintain their online campaign platforms year-round as vehicles to address constituent concerns.
- 4. When using a social media platform, for personal or professional purposes, Councilmembers shall at all times be knowledgeable, courteous, and responsible in their usage. For further social media best practices, Councilmembers may refer to the City of Duncanville employee handbook.
- 5. Unless specifically identified as a resource for receiving requests for information, social media sites are not proper vehicles for users or constituents to make requests for public information.
- 6. Where a matter of possible legal concern may arise, Councilmembers may consult the City Attorney regarding their social media usage, as with any other matter pertaining to their elective duties.

F. Boards and Commissions

- 1. All City Councilmembers, with the exception of the Mayor, may serve as liaisons to the boards and commissions of the City for a period of one year at the pleasure of the Council.
 - a. Councilmembers will select different boards and/or commissions to serve as liaisons to on or after the date of the appointment of the boards and commissions members.
 - b. Each Councilmember will be allowed to select the board(s) or commission(s) they would like to liaise with by order of seniority.
 - c. Councilmembers are strongly encouraged, but not required, to attend all meetings of their selected boards and/or commissions.
 - d. Each Councilmember may submit a quarterly report to the entire Council through the City Secretary on the activity of their respective board and/or commission. Any questions or concerns about board or commission matters will be directed to the City Secretary for dissemination to the Council.

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III. RULES OF MEETING

This section will define how guests and Councilmembers shall interact with others and among themselves during all official meetings of the Duncanville City Council.

A. Meeting Structure.**1. TYPES OF MEETINGS**

There are four possible types of City Council meetings, which are:

- a. **Regular Meetings:** Council shall hold regular meetings to conduct the business of the City on the first and third Tuesdays of each month, as prescribed by Ordinance No. 1449. These meetings shall always comply with the Texas Open Meetings Act. The Council may choose not to meet where there is no pressing business to conduct or when the meeting date conflicts with a holiday or holiday season. The Council must hold a regular meeting at least once a month.
- b. **Special Meetings:** Special meetings of Council shall be held when called jointly by the Mayor and the City Manager, or at the request of two or more Council Members. The call or request shall be made to the City Secretary and shall specify the matters to be considered at the special meeting. Upon receipt of such call or request the City Secretary, after consultation with the City Manager, shall immediately notify each Council Member and the City Attorney in writing. Such notice shall specify the matters to be considered at the special meeting, and only the matters specified in the notice shall be considered at such meeting unless all Council Members are present. Special meetings must conform to the Open Meetings Act requirements.
- c. **Governance Meeting:** In June of every year, or the first regular meeting of the City Council following the swearing-in of newly elected councilmembers from the May general election or subsequent run-offs, Council will hold a governance meeting. The purpose of the meeting will be to adopt the Rules of Council, select the Mayor pro tempore, and make appointments to the Audit Committee and Boards and Commissions liaisons for a 1-year term.
- d. **Emergency Meeting:** The Mayor may call an emergency meeting of the Council in the event that an "emergency," as defined by State Law, occurs.

2. AGENDA RULES

Each meeting shall conform to a regular set of Agenda Rules, which will dictate which items may be considered by the Council at that time.

- a. In order to provide time for quality staff reports and preparations, all agenda items should be submitted for the next agenda two Thursdays prior to the Council meeting unless deemed an emergency on an unforeseen specific issue that clearly cannot be postponed until the next agenda.

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- b. The goal is to have Council agendas published and posted in final format with packets delivered to Council on Thursday prior to the next meeting. If unforeseen circumstances happen that prevent this goal from occurring, the City Manager is required to notify Council immediately stating reason for delay and anticipated delivery time.
- c. Any information distributed to one councilmember regarding an item on the agenda shall be distributed to all councilmembers at the same time prior to the meeting so that all councilmembers have equal opportunity to review the information.
- d. The Council may rearrange the order of agenda items during a Briefing Session or during a meeting by majority consensus.
- e. A request by the Mayor for a consensus of the Council shall be accompanied by a specific motion and second of the question at hand when the request pertains to an agenda item, the process of the meeting, direction given to the City Manager, or any other action in which a full vote of the Council will not be taken. If consensus is reached, the Mayor shall reiterate the motion for which consensus has been given, and the City Secretary shall document in the meeting minutes the specific request for consensus and any action that is to be taken by the City Manager as a result of the consensus.
- f. An item may be placed on the agenda for reconsideration within the next two regularly scheduled City Council meetings if requested by a member of the prevailing side. Any Councilmember may ask for an item to be reconsidered after sixty days from the initial consideration.
- g. During a Briefing Session or meeting, any Councilmember may direct that an item on the consent agenda be removed from the consent agenda and placed on the "Items for Individual Consideration."
- h. During a Briefing Session or meeting, any Councilmember may request that an item on the list of "Items for Individual Consideration" be moved to the consent agenda. This action requires the consensus of the Council.

3. SCHEDULE & DURATION

To maximize the City Council's efficiency, both the schedule and duration of Council meetings are prescribed in this document. However, should the circumstances require, both of those provisions may be modified according to the situation:

- a. If a regularly scheduled meeting falls on the day of a general election, the Council, at its discretion, may move the meeting to a different date. Similarly, should the Council decide not to meet during a holiday period, the Council may determine a different date on which to hold the meeting.
- b. No meeting shall extend after the hour of 12 midnight unless Council, by an affirmative vote of the majority of present Council Members, extends the length of the meeting. The Councilmember so moving to extend the length of

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the meeting shall include in their motion the matters appearing on the docket for that meeting to be considered after the hour of 12 midnight.

B. Rules of Conduct

• COUNCIL MEETING CODE OF CONDUCT: MAYOR & COUNCIL

To preserve order and decorum, the Mayor and all Councilmembers shall abide by the following rules of conduct during all Council meetings.

- i. Listen and understand before judging.
- ii. Focus on the vision and goals; no personal attacks or inferences.
- iii. Look for areas of agreement before differences.
- iv. Be on time; start on time; silence all personal communication devices, and do not allow them to distract from the work at hand.
- v. Once a decision is made, support the City decision, but state your reservation.
- vi. Agree to disagree; move on to the next issue.
- vii. Come prepared to discuss issues; when possible, ask questions of staff prior to the meeting so that staff can be prepared.
- viii. Praise in public; provide constructive feedback in private.
- ix. Participate in discussions and focus on the issue; avoid side conversations. Need to be mindful that sidebar conversations are disruptive.
- x. Be courteous, honest and treat others with respect.
- xi. Communicate in an open, direct manner; keep others informed.
- xii. If you have a personal issue with another member of Council, go to that member directly and not to other councilmembers, the community or staff. This house rule does not affect the right of one or more Councilmembers to institute the censure process set out in Section IV, (Regulations).
- xiii. Be a positive ambassador for the City.
- xiv. When the Council is meeting in the Council Chamber, use the electronic system to notify the Mayor you wish to comment on a matter before the Council.
- xv. Allow others to finish their comments before speaking.

• COUNCIL MEETING CODE OF CONDUCT: CITIZENS & PRESENTERS

All citizens and presenters in attendance at a City Council meeting must abide by the following code of conduct.

- During public City Council meetings, all guests shall not disturb order and decorum, shall not interrupt or delay proceedings, and shall not refuse to obey the orders of the Mayor or the rules of the Council. Attendees shall demonstrate respect and courtesy to each other, to all members of the City Council, to City staff members, and to members of the public appearing before the Council. All participants shall refrain from rude and derogatory

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remarks and shall not belittle staff members, Councilmembers, or members of the public. No participant shall engage in electioneering during the formal campaign season.

- COUNCIL MEETING CODE OF CONDUCT: THE MEDIA

The Mayor, Council, and City Manager recognize that an informed public ensures progress and good government which remains sensitive to its constituents. These guidelines are designed to help ensure fair relationships with print, radio, and television reports during City Council meetings without infringing upon the First Amendment rights of the media.

- i. **Media Orientation:** Since each government body conducts business differently, it is requested that all reporters new to City Council meetings first meet with the City Manager, Mayor, or the designated media relations representative prior to covering their first meeting for information on policies and procedures.
- ii. **Agenda Information:** All reporters requesting so will receive an agenda package in advance and will be furnished any supporting material needed for clarification for themselves and the general public.
- iii. **Chamber Seating:** During the conduct of official business, the news media shall occupy either the places designated for them, or for the general public.
- iv. **Conduct in Chambers:** Representatives of the media are requested to refrain from conversing privately with others in the audience while the Council is in session. Interviews with the public should be conducted outside of the Council Chambers while the Council is in session.
- v. **Equal Access for Opposing Positions:** The ethical burden or fair presentation of opposing positions in any issue of debate falls upon the media. When opposing positions are debated, regardless of the outcome, interviews by the media should provide equitable representation from Councilmembers of all viewpoints.
- vi. **Policy Clarification:** Any clarification requested by the media on the issues discussed during a Council meeting should be addressed after the meeting. At that time, either the Mayor or their designated spokesperson shall be the official source of information regarding policies or the agenda.

C. Order of Business

The agenda for regular Council meetings shall generally adhere to the following order:

Work Session / Briefing

- Discuss Appointments & Dismissals to Existing Boards and Commissions
- Discuss Elimination, Creation, or Combination of Boards or Commissions
- Executive Session

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- Discuss Agenda Items
- Briefings & Presentations

Regular Session

- Call to Order
- Invocation
- Pledge of Allegiance & Texas Pledge of Allegiance
- Reports
 - a. Mayor's Report
 - b. Councilmember's Report
 - c. City Manager's Report
- Presentations and Proclamations
- Citizen Input
- Consent Agenda
- Items for Individual Consideration
- Action Resulting from Executive Session
- Staff and Board Reports
- Adjournment

D. Rules of Procedure for Council Meetings

1. PARLIMENTARY PROCEDURE

- a. The designated presiding officer shall, at all times, be responsible for maintaining procedure during any official meeting of the City Council.
- b. *Roberts Rules of Order Newly Revised*, latest edition, may be consulted regarding parliamentary procedure. However, the final parliamentary authority will rest with a simple majority vote of the Council.

2. COMMENTS FROM THE PUBLIC

"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."

During regular meetings of the City Council, citizens may address the Council during the Citizens Public Comment Period, during discussion of an agenda item or during a Public Hearing. Strict order will be maintained at all times. Tirades of individual personalities and personal aspersions will not be tolerated. Speakers who are out of order will be asked to leave the Council Chambers. Threats of violence will be cause for removal. Electioneering during the formal campaign season shall be prohibited.

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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.

a. **CITIZENS PUBLIC COMMENTS**

- i. Any citizen wishing to make a public comment will file a request card with the City Secretary, including printed name, address, telephone number, subject, and signature. A public comment period will be set aside for any citizen to present matters of interest. Each speaker will have two minutes.
- ii. Any comments received via email by citizens who do not wish to speak at the meeting will be provided to all members of Council and will be added to the public record. However, emailed comments will not be read aloud during the meeting.
- iii. Comments on Public Hearing agenda items will not be taken during the public comment period since time is allowed for proponents and opponents during Public Hearings.
- iv. Speakers will address the entire Council, not another speaker, audience member(s), nor individual Councilmembers.
- v. Priority will be given to speakers who have not previously spoken during the public comment period in the immediate past Council meeting.
- vi. If no request cards are received by the time the Regular Council meeting begins, the Mayor will skip the Citizens Public Comment Period. If request cards are received after the regular Council meeting begins, the Mayor may, at their discretion, allow public comment at the end of the meeting or with an agenda item.
- vii. Councilmembers will not respond to the subjects raised by speakers during the Citizens Public Comment Period.
- viii. The Citizens Public Comment Period will be placed immediately after the recognition of visitors on City Council agendas.

b. **PUBLIC HEARINGS**

- i. Both proponents and opponents shall have a maximum of ten minutes per side for their presentation.
- ii. A maximum of five minutes per side will be provided for rebuttal and surrebuttal.
- iii. After the public hearing is closed, the Council may ask questions of the speakers.
- iv. Speakers must limit their responses to the questions asked by the Council.

E. Reports to Council

1. The Mayor's Report, Councilmember Reports, and City Manager's Report

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will be placed on the agenda for regular meetings following the Invocation and Pledge of Allegiance.

2. All reports will be limited to three minutes.
3. The three-minute limitation for any report may be waived by a majority vote of the City Council.

F. Meeting Minutes

Home Rule Charter Reference — Article II, Section 2.15, Rules of Procedure: Minutes

The Council shall determine its own rules and order of business. It shall keep minutes of its proceedings, and the minutes shall be open to public inspection. Minutes of all meetings of the Council shall be promptly entered within forty-eight (48) hours in the minute book of the Council, and City Secretary shall at the same time provide a permanent and adequate index showing the action of the Council in regard to all matters submitted to it at both regular and special meetings.

1. Written minutes shall be maintained for all posted meetings of the City Council. Approval of the minutes shall be made by vote of the City Council at the next regularly scheduled meeting. Proposed corrections to minutes that have not been approved shall be submitted to the City Secretary by 5 p.m. of the day before the regularly scheduled meeting where minutes are scheduled for approval.
2. The minutes for meetings of the City Council shall follow basic parliamentary procedure for action minutes, thereby recording what was done rather than what was said. Information to be contained in the minutes shall include the following:
 - i. Name of group or assembly.
 - ii. Type of meeting (regular, special, workshop).
 - iii. Date of meeting.
 - iv. Time meeting is called to order.
 - v. Location of meeting, if not always the same.
 - vi. Officials present and absent.
 - vii. Topic or subject matter of each agenda item and action taken, including motions, amendments, record vote, and any parliamentary action.
 - viii. Time of adjournment.
 - ix. Signature blocks for Mayor and City Secretary.
3. The minutes for non-action agenda items such as the Mayor's Report, Councilmember Reports, the City Manager's Report, the Citizen Public Comment

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Period, Public Hearings, staff reports, and committee reports shall include the speaker's name and the subject matter.

4. The minutes for discussion-based agenda items, such as those commonly found in briefing sessions and workshops, should reflect the topics of discussion rather than verbatim statements or summarized statements by individual speakers.

G. Resolutions & Ordinances

1. All official action of the City Council shall require a Resolution or Ordinance to capture the clear intent of the policy decision, approved by the majority of the Council.

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IV. REGULATIONS**A. Code of Ethics**

1. The Mayor and all City Councilmembers, as official representatives of the people of Duncanville, must always abide by all facets of the Code of Ethics established and adopted for the City in Ordinance No. 2113.

B. Censure Policy

Although left to the decision of the Councilmembers, it is encouraged that a Notice of Censure be filed only after a personal conversation between at least one complaining Councilmember and the accused Councilmember has taken place and has proven unsuccessful.

1. Two or more City Councilmembers may file a written Notice of Censure against another City Councilmember with the City Secretary. The written notice shall set forth the allegation(s) of conduct and City Charter, Code of Ethics, or Rules and Procedures provisions which the accused Councilmember shall have allegedly violated, and include (1) a copy of all evidence supporting the allegations and (2) a list of persons who may be called as witnesses if the allegations proceed to final hearing. A copy shall be delivered to all Councilmembers by the City Secretary. A written Response to the allegation(s) may be filed by the accused Councilmember within ten business days after receipt thereof. A copy of the Notice of Censure and Response thereto shall be delivered to each Councilmember by the City Secretary within two business days after the response is filed.
2. On the first regularly scheduled meeting of the Council after the filing of the Notice and any Response, the City Secretary shall formally present the Notice and Response to the City Council and a copy will be attached to the minutes and become part of the public record. The Council, by majority vote, shall thereafter determine whether or not good cause shall exist to set a formal public hearing on the merits of the Notice of Censure or whether the allegations should be dismissed. A vote to hold a public hearing shall not be construed to be a vote of censure.
3. The accused City Councilmember has the right to be represented by legal counsel of their choosing and at their own cost; no City funds may be expended on the legal counsel during a censure hearing. The counsel may attend the hearings and present evidence and testimony at the preliminary and final hearings.
4. If the Council has voted to find good cause presented in the Notice of Censure, a public hearing on the allegation(s) and response shall be held at either a regular or special called meeting of the City Council, which shall be set no sooner than twenty business days from the date of the meeting where the Notice and any Response is presented. At least ten business days prior to the date of the public hearing, the accused Councilmember may file an evidentiary supplement to the written Response (if not done at the time of the initial Response filing) which shall contain: (1) a copy

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of all evidence refuting the allegations that the or that the Councilmember wishes the Council to consider; and (2) a list of persons who may be called as witnesses upon final hearing of the allegations.

5. At the final hearing, the City Council will hear evidence concerning the notice of censure. Evidence and witnesses shall be limited to that contained in, or listed on, the Notice of Censure and Response. The City Council shall determine whether the evidence presented is relevant and authentic, but formal Rules of Procedure and Evidence shall not apply. The format of the final hearing is as follows:
 - a. The City Councilmembers proffering the charges shall present evidence and witnesses in support of the allegation(s) contained in the Notice of Censure and explain how the evidence supports the proposition that the accused Councilmember violated the City Charter, Code of Ethics, or Rules and Procedures.
 - b. The Councilmember who is the subject of the censure shall have the opportunity to present evidence and witnesses to support his or her position with respect to the Notice of Censure. The burden of proof shall be on the Councilmembers proffering the Notice of Censure and the standard shall be a preponderance of evidence.
 - c. After receiving evidence at the final hearing, the City Council shall then take a roll-call vote, after motion duly made and seconded, and a majority of five members of the City Council shall be required to sustain the censure of the Councilmember. If sustained, the City Attorney shall prepare a formal Censure document for adoption by a majority vote of the City Council at a future meeting.

C. Removals from Office

1. REMOVAL OF CITY COUNCIL MEMBERS

Home Rule Charter Reference - Article II Sec. 2.10, Council Not To Interfere in City Manager's Appointments or Removals

Willful violation of the foregoing provisions of this Charter by any member of the Council shall constitute official misconduct and shall authorize the Council by a vote of a majority of its membership to expel such offending member from Council if found guilty after a public hearing, and thereby create a vacancy in the place held by such member.

2. REMOVAL OF OTHER APOINTIVE OFFICALS

Home Rule Charter Reference - Article II Sec. 2.09, Removal of Other Appointive Officials

The Council may, upon the affirmative vote of majority of the full membership of the Council, remove members of its appointive boards or commissions without notice, except otherwise provided by state law. (Ord. No. 1491, adopted 1-21-97, approved at election 5-3-97).



STAFF REPORT

MEETING: City Council - 21 Nov 2023

TITLE:

Council to consider adopting an ordinance to correct a scrivener's error in the published version of Ordinance 2317R.

Vision Statement:

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

STAFF RESPONSIBLE:

David Kees, Interim Assistant City Manager

BACKGROUND/HISTORY:

On July 18, 2023, the City Council adopted an ordinance to amend the Comprehensive Plan to include a nature preserve area on the Ladd Property, which sits in Opportunity Zone 8. The published version of the ordinance seemed to leave open the possibility that the Ladd Property could still be used for commercial development because of specific language adopted by Council that was not included.

POLICY EXPLANATION:

This ordinance corrects the language from the published version of Ordinance 2317R to specify that the city-owned land in Opportunity Area 8, otherwise known as the Ladd Property, should only be considered for a nature preserve use in the Comprehensive Plan.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Adopt the ordinance correcting the error in the published version of 2317R.
2. Do not adopt the ordinance.
3. Other actions as directed by Council.

ATTACHMENTS:

[Duncanville Ordinance No. 2317R2](#)

ORDINANCE NO. 2317R2

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING ORDINANCE 2317R, ADOPTED JULY 18, 2023 BY FIXING A SCRIVENER'S ERROR IN THE PUBLISHED DOCUMENT REFERENCING THE AMENDING OF CHAPTER 2: FUTURE LAND USE, PAGE 68, BY REVISING REFERENCES TO OPPORTUNITY AREA 8, TO REFLECT THE INCLUSION OF A NATURE CONSERVATION AREA; PROVIDING FOR REPEALING CLAUSE, PROVIDING FOR SEVERABILITY CLAUSE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas desired to amend the Destination Duncanville, Comprehensive Plan dated September 19, 2017, adopted by Ordinance No. 2317, hereinafter referred to as the Comprehensive Plan; and

WHEREAS, the City of Duncanville has complied with the legal requirements to amend its Comprehensive Plan; and

WHEREAS, Ordinance 2317R, as published, does not reflect the intended amendments to the Comprehensive Plan as desired by the City of Duncanville; and

WHEREAS, the scrivener's error includes the following language: That the Comprehensive Plan of the City of Duncanville, entitled Destination Duncanville, a Comprehensive Plan, dated September 19, 2017, adopted by Ordinance No. 2317, is hereby amended by amending, Chapter 2: Future Land Use, page 68, by revising references to Opportunity Area 8, to reflect the inclusion of a nature conservation area, and should be hereinafter noted as Open Space; to hereinafter read as follows:

“CHAPTER 2: FUTURE LAND USE

FUTURE LAND USE PLAN (FLUP)

.....

OPPORTUNITY AREA 8

Assessment

.....

Vision

Opportunity Area 8 In addition, the area is deemed to be a candidate for open space and should be deemed a conversation nature preserve areas and green space free from commercial residential development.

Strategies

Achieving”

WHEREAS the City Council hereby desires to correct and affirm the scrivener’s error and shall be corrected;

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

SECTION 1. The scrivener's error and Comprehensive Plan shall hereinafter read: That the Comprehensive Plan of the City of Duncanville, entitled Destination Duncanville, a Comprehensive Plan, dated September 19, 2017, adopted by Ordinance No. 2317, is hereby amended by amending, Chapter 2: Future Land Use, page 69, by revising references to Opportunity Area 8, to reflect the inclusion of a nature preserve area; to hereinafter read as follows:

“CHAPTER 2: FUTURE LAND USE

FUTURE LAND USE PLAN (FLUP)

.

OPPORTUNITY AREA 8

Assessment

.

Vision

Opportunity Area 8: The land owned by the City, approximately 42 acres±, shall be deemed a nature preserve area and green space free from commercial or residential development.

Strategies

Achieving”

SECTION 2. The scrivener's error, as corrected herein shall be published Ordinance 2317R and said Ordinance 2317R2, to correct the Comprehensive Plan from the date of its adoption is hereby republished and readopted, that any interpretation or conflict with the corrected ordinance, text or this ordinance is repealed.

SECTION 3. This Ordinance amendment shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 21st day of November, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 21 Nov 2023

TITLE:

Council to consider adopting an ordinance to correct a scrivener's error in the published version of Ordinances 2485 and 2486.

Vision Statement:

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

STAFF RESPONSIBLE:

David Kees, Interim Assistant City Manager

BACKGROUND/HISTORY:

On July 18, 2023, the City Council adopted an ordinance to amend the Comprehensive Zoning Ordinance to create a Nature Preserve District, provide a definition, and provide for regulations. The draft ordinance presented to Council was Ordinance No. 2485, but Council made amendments to the draft ordinance during deliberations. Council also adopted an ordinance at that meeting to create a Nature Preserve Land Use, provide a definition, and provide for regulations. That ordinance was presented to Council in draft form as Ordinance No. 2486. When the ordinances were subsequently published, Ordinance No. 2485 was mistakenly published in its original draft format, while Ordinance No. 2486 was published as a combination of the two ordinances as amended and adopted by Council.

POLICY EXPLANATION:

This ordinance corrects the incorrect publishing of Ordinances 2485 and 2486 by repealing Ordinance 2485 and readopting Ordinance 2486 as 2486R to reflect that the two ordinances have now been combined into one.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Adopt the ordinance correcting the error in the published versions of 2485 and 2486.
2. Do not adopt the ordinance.

3. Other actions as directed by Council.

ATTACHMENTS:

[Duncanville Ordinance No. 2846R](#)

ORDINANCE NO. 2486R

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, CORRECTING THE EXECUTION AND PUBLICATION OF ORDINANCE 2486 PURPORTED ADOPTED JULY 18, 2023, BY REPEALING SAID ORDINANCE 2485, AND AMENDING ORDINANCE 2486 BY READOPTING AND REPUBLISHING AS ORDINANCE 2486R; PROVIDING FOR REPEALING CLAUSE; PROVIDING FOR SEVERABILITY CLAUSE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas desired to amend the Comprehensive Zoning Ordinance by adding a Nature Preserve District, providing for a definition, and providing for regulations; and

WHEREAS, the City of Duncanville also desired to amend the Comprehensive Zoning Ordinance by adding a Nature Preserve Land Use, providing for a definition, and providing for regulations; and

WHEREAS, the City Council of the City of Duncanville adopted Ordinance Nos. 2485 and 2486 as amended at the City Council Regular Meeting held on July 18, 2023; and

WHEREAS, a scrivener's error exists in that a draft ordinance of No. 2485, which was presented to the City Council but amended by Council during deliberations, was mistakenly published without the included changes; and

WHEREAS, Ordinance No. 2486, as published, represents a combination of the two ordinances adopted as amended by the City Council; and

WHEREAS, the City Council desires to provide clarity on the intent of the creation the the Nature Preserve Zoning District, definition, and regulations; and

WHEREAS, the City Council desires to provide clarity on the intent of the creation of the Nature Preserve Land Use, definition, and regulations.

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

SECTION 1. This Ordinance shall correct the execution of Ordinance 2485 by repealing in its entirety and readopting Ordinance No. 2486 as Ordinance No. 2486R, which is adopted and republished as set for in the attached Exhibit "A"; and, thereby amends the Comprehensive Zoning Ordinance and the Code of Ordinances as recited therein.

SECTION 2. The error, as hereby corrected herein shall be published as Ordinance 2486 and 2486R, from the date of this ordinance is hereby republished and readopted as if adopted on July 18, 2023; and, that any interpretation or conflict with the corrected ordinance, text, or this ordinance is repealed.

SECTION 3. This Ordinance amendment shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY ORDAINED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 21st day of November, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit A

ORDINANCE NO. 2023-2486

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING APPENDIX A 'ZONING ORDINANCE', ARTICLE II 'ZONING DISTRICTS', SECTIONS 2.01 'SPECIAL ZONING DISTRICTS' BY ADDING SUBSECTION C 'NATURE PRESERVATION DISTRICT (NP); BY AMENDING ARTICLE III. 'LAND USES', SECTION 3.03 'PERMITTED USE CHART', BY AMENDING ARTICLE III 'LAND USES', SECTION 3.04 'ADDITIONAL USE REGULATIONS' BY ADDING SUBSECTION H 'NATURE PRESERVATION USES'; BY AMENDING ARTICLE VII 'DEFINITIONS', SECTION 7.02 'LAND USE TERMS', SUBSECTION C 'EDUCATIONAL, INSTITUTIONAL, PUBLIC, AND SPECIAL USES' BY ADDING DEFINITION 'NATURE PRESERVATION OR PRESERVE USE'; BY AMENDING ARTICLE VII 'DEFINITIONS', SECTION 7.03 'KEY TERMS' BY ADDING DEFINITION 'NATURE PRESERVATION OR PRESERVE USE'; PROVIDING A PENALTY CLAUSE; SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas (the "City") desires to amend its Zoning Ordinance in the Code of Ordinances; and

WHEREAS, the City Council of the City has determined that amending said sections of the Code of Ordinances promotes safety, and welfare of the city and its residents.

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

SECTION 1. That the City Council of the City of Duncanville, Texas hereby approves and amends the Code of Ordinances, Appendix A – Zoning Ordinance, Article II 'Zoning Districts', Section 2.05 'Special Zoning District', Subsection 'C' to hereinafter read as follows:

"Appendix A – ZONING ORDINANCE

Article I. General Provisions

Article II. - Zoning Districts

Sec. 2.01. Zoning districts established.

.

Sec. 2.05. Special zoning districts

A.

.

Exhibit A

C. Nature Preservation District (NP)

1. Purpose.

To provide publicly or privately owned real property for permanent open space or preservation purposes and would require limitations or affirmative obligations designed to protect natural, scenic or open space including passive recreation, wildlife habitat, ecological, geological, and historical preservation, water quality protection, air purification, science education, nature observation, and continuity of aesthetic open space and natural areas; and, to minimize or constrain the impact of human activity to protect nature and flora and animal species. Such preserved area will not generally contain manmade facilities or improvements but may contain such improvements that directly support passive recreational activities and provide minimal impact on natural conditions of the real property.

2. Regulations.

Any such use shall provide for the development regulations which is limited to low impact, regenerative and open-air amenities to passive recreation and environmental education, shall be limited to the following:

a) Publicly or private owned Open Natural Areas, open air, shelter or amphitheater or gathering spots
b) Conservation area or easement
c) Permeable materials for paths and trails, including foot bridges and pedestrian way links
d) Location, design of other passive improvements as set forth herein
e) Open Space Uses, which establish, use and maintenance of land in its natural state or the provision of such uses which are compatible with the natural state and environment.
f) Other uses and structures consistent or incidental to the stated purpose of the nature preserve district do not in conflict with the above permitted uses, but in no event shall contain any facilities or structure improvements for sporting events, metal or other man-made material structures including but not limited skateboard surface and parkour elements that are constructed or manufactured for traditional use of public parks such as playground equipment, tennis court, basketball courts, backstops, exercise equipment and other.
g) Buffering, berms or other natural elements for visual or sound mitigation which will not purpose conflict or degrade of the nature preserve stated purpose.
h) Parking areas or driveway and points of ingress or egress with only permeable surfaces
i) Motorized vehicular, bicycles, velocipede, scooters, skateboards access shall be prohibited except emergency vehicles, City of Duncanville projects and activities consistent with the goals and objectives of the protection of the nature area.

Exhibit A

j) Signage, benches, buffering and boundaries must be noninvasive and consistent of materials compatible with and similar in appearance to the natural features of the land by using only use of low impact, regenerative and/or open-air amenities for passive recreation and environmental education.
k) Establish hours of operation
l) Designate points of public access construction with only permeable surfaces

”

SECTION 2. That the City Council of the City of Duncanville, Texas hereby approves and amends the Code of Ordinances, Appendix A – Zoning Ordinance, Article III ‘Land Uses’, Section 3.03. ‘Permitted use chart’ to hereinafter read as follows:

“Appendix A – ZONING ORDINANCE

Article I. General Provisions

.....

Article III. – Land Uses

Sec. 3.01. Uses permitted by district.

.....

Sec. 3.03. Permitted use chart.

Land Use	C	I	CMS	GMS	UL	NP
.....						
Recreational and Entertainment Uses						
.....						
Amusement, Indoor	•	•	•	•	○	
.....						
Nature Preservation						•
Park, Private	•	•	•	•	•	
.....”						

SECTION 3. That the City Council of the City of Duncanville, Texas hereby approves and amends the Code of Ordinances, Appendix A – Zoning Ordinance, Article III ‘Land Uses’, Section 3.04. ‘Additional Use Regulations’ by adding subsection H, to hereinafter read as follows:

“Appendix A – ZONING ORDINANCE

Article I. General Provisions

Exhibit A

.....

Article III. – Land Uses

Sec. 3.01.

.....

Sec. 3.04. Additional Use Regulations.

The following requirements correspond to each use as designated within the "Additional Regulations" column of Section 3.03. Permitted Use Chart.

A. Residential uses.

.....

H. Nature Preservation Uses within such areas are subject to the defined regulations as allowed and defined in Article II Zoning District, Section 2.05(C)(2), as follows:

1. Open space to remain in its natural and undeveloped states.
2. Path trails, foot bridges and pedestrian areas
3. Passive signage identified flora species
4. Maintenance requirements
5. Low impact fence on non-pedestrian areas
6. Buffering, berms, and natural elements for visual or sound mitigation
7. Parking areas
8. Boundary fencing
9. Designation of hours of operation”

SECTION 4. That the City Council of the City of Duncanville, Texas hereby approves and amends the Code of Ordinances, Appendix A – Zoning Ordinance, Article VII ‘Definitions’, Section 7.02. ‘Land use terms’, Subsection C ‘Educational, Institutional, Public, and Special Uses’, by adding definition for “Nature Preservation or Preserve Use”, to hereinafter read as follows:

“Appendix A – ZONING ORDINANCE

Article I. General Provisions

.....

Article VII. – Definitions

Sec. 7.01. – General

Sec. 7.02. – Land Use Terms.

Exhibit A

The following terms are the land use types that correspond to Section 3.03. Permitted Use Chart.

A. Residential uses.

.....

C. Educational, Institutional, Public, and Special Uses

Adult Day Services

.....

Medical, Urgent Care Facility

Facilities other than hospitals where patients are admitted for non-emergency examinations

Nature Preservation or Preserve Use

Shall mean an area designated to remain in a natural or undeveloped state for the protection of native wildlife, plant habitat, and natural resources, to provide for passive recreation and environmental education and to provide publicly and privately owned parcels for permanent open space or preservation purposes, including passive recreation, wildlife habitat, ecological, geological, and historical preservation, water quality protection, science education, nature observation, and continuity of aesthetic open space and natural area buffering.

Place of Worship

.....”

SECTION 5. That the City Council of the City of Duncanville, Texas hereby approves and amends the Code of Ordinances, Appendix A – Zoning Ordinance, Article VII ‘Definitions’, Section 7.03. ‘Key Terms’, Subsection C ‘Terms N-Q’ by adding definition for “Nature Preservation or Preserve Use”, to hereinafter read as follows:

“Appendix A – ZONING ORDINANCE

Article I. General Provisions

.....

Article VII. – Definitions

Sec. 7.01. – General

Exhibit A

.....

Sec. 7.03. – Key Terms

A. Terms A-C

.....

C. Term N-Q

Nature Preservation or Preserve Use

Shall mean an area designated to remain in a natural or undeveloped state for the protection of native wildlife, plant habitat, and natural resources, to provide for passive recreation and environmental education and to provide publicly and privately owned parcels for permanent open space or preservation purposes, including passive recreation, wildlife habitat, ecological, geological, and historical preservation, water quality protection, science education, nature observation, and continuity of aesthetic open space and natural area buffering.

Neighborhood Transition Zone

.....”

SECTION 6. 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 7. 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 8. 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 special use permit.

SECTION 9. 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.

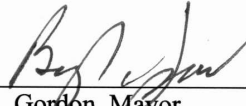
SECTION 10. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption of said Ordinance, as the law in such cases

Exhibit A

provides.

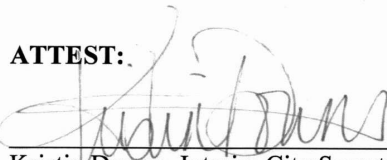
DULY PASSED by the City Council of the City of Duncanville, Texas, on the 18th day
of July, 2023.

APPROVED:



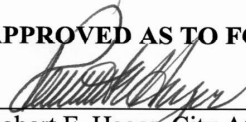
Barry L. Gordon, Mayor

ATTEST:



Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:



Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 21 Nov 2023

TITLE:

Council to consider a resolution to approve an annual recurring agreement with CivicPlus for citizen reporting software known as See.Click.Fix with an anticipated Fiscal Year 2024 expenditure of \$51,975; and authorizing the City Manager to execute the necessary documents related to said expenditure; and providing for an effective date.

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:

David Kees, Interim Assistant City Manager

BACKGROUND/HISTORY:

The City purchased SeeClickFix in November of 2021. It was officially launched as OurDuncanville in November of 2022. Since that launch, over 150 unique users have signed up for the service and more than 1400 requests have been submitted either online or through the app.

POLICY EXPLANATION:

The agreement extends through October 31, 2024 with a total expenditure of \$51,975.00 for FY23-24.

FUNDING SOURCE:

ORG and Object Number

01011500 (Public Information Office) 700450 (Contractual Services)

Available Budget

\$109,881.00

Purchase Amount

\$51,975.00

After Encumber

\$57,906.00

ACTION ALTERNATIVES:

1. Approve the agreement with CivicPlus for the SeeClickFix software.
2. Do not approve the agreement.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2023-185 - SeeClickFix](#)

RESOLUTION NO. 2023-185

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN ANNUAL RECURRING SERVICE AGREEMENT WITH CIVICPLUS FOR CITIZEN REPORTING SOFTWARE KNOWN AS SEE.CLICK.FIX, WITH AN ANTICIPATED FISCAL YEAR 2024 EXPENDITURE OF \$51,975; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville entered into an agreement with CivicPlus in November of 2021 to utilize the services of an online citizen reporting software known as See.Click.Fix; and

WHEREAS, the software went live in November of 2022, branded as OurDuncanville, and over 150 unique users have signed up for the service, with more than 1400 service requests received; and

WHEREAS, See.Click.Fix offers the opportunity for residents to submit concerns, complaints, and requests, track the status of the items they submit, and receive responses directly from staff regarding the items they submit; and

WHEREAS, the public sharing of the concerns, complaints, and requests creates the opportunity for increased transparency and accountability between staff and the residents of Duncanville; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to approve an annual recurring service agreement with CivicPlus for the continued use of its citizen reporting software known as See.Click.Fix, with an anticipated fiscal year 2024 expenditure of \$51,975, and to authorize the City Manager to execute the necessary documents related to said expenditure.

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, does hereby approve the annual recurring service agreement with CivicPlus, attached hereto as "Exhibit A," for the continued use of its citizen reporting software known as See.Click.Fix, with an anticipated fiscal year 2024 expenditure of \$51,975, and to authorize the City Manager to execute the necessary documents related to said expenditure.

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

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



Exhibit A

CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502 US

Client: Duncanville, TX

Bill To: Duncanville,

TX

TX – Duncanville - SCF - Statement of Work

November 1, 2022, to October 31, 2023

Invoice #241058

Terms	Due Date	PO #	Approving Authority
Net 30	4/28/2023		

Qty Date	Item	Start Date	End
1	Custom IdP Integration Annual Fee	11/1/2022	10/31/2023
1	Unlimited gov user licenses for citizen relationship management with service request and work order management and a multi-channel communications inbox.	11/1/2022	10/31/2023
1	Marketplace App Annual	11/1/2022	10/31/2023
1	Feature Service within ArcGIS to display your request data in Internal reports, public maps and Open Data Portals	11/1/2022	10/31/2023
1	SeeClickFix-hosted integration with EnerGov (Tyler Technologies), for code cases. Requires version 2019.3 or later.	11/1/2022	10/31/2023
1	SeeClickFix-hosted integration with Tyler EAM (formerly Munis Work module). Requires Asset Maintenance API Toolkit.	11/1/2022	10/31/2023
Due			\$45,328.50

November 1, 2023, to October 31, 2024

Invoice #Yet to be billed

QTY	Product Description	PRODUCT TYPE
1	SeeClickFix Pro Renewal	Renewable
1	Marketplace App Annual Renewal	Renewable
1	SeeClickFix Connector for Tyler EAM Renewal	Renewable
1	SeeClickFix Connector for EnerGov Renewal	Renewable
1	SeeClickFix Connector for ArcGIS (1-way) Renewal	Renewable
	SeeClickFix Custom IdP Integration Annual Fee Renewal	Renewable
Page 4 of 19 Annual Recurring Services		USD \$51,975

Exhibit A

1. This renewal Statement of Work ("SOW") is between Duncanville, Texas ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").
2. This SOW shall remain in effect for an initial term equal to one year from November 1, 2023 ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. Annual Recurring Services shall be invoiced on the first day of the Initial Term and the first day of any of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase each Renewal Term. Client will pay all invoices within 30 days of the date of such invoice.
4. The following requirements are effective upon execution of the agreement by both parties:

Business Prohibitions.

- A. **Foreign Terrorist Organizations.** By executing this contract, CONTRACTOR verifies that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies.
- B. **Discrimination Against Firearm & Ammunition Industries:** Vendor certifies and verifies that (1) neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 2274. For purposes of this Agreement, the term "Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.
- C. **Boycotting of Energy Companies:** Vendor certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Agreement, the term "boycott energy company" shall have the meaning defined in the Texas Government Code Chapter 80.
- D. **Prohibition of Boycott of Israel.** By executing this contract, CONTRACTOR verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- E. **Certificate of Interested Parties Electronic Filing.** In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City of Duncanville may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the

Exhibit A

City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. **Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908, <https://www.ethics.state.tx.us/filinginfo/1295/>**

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Funding and Non-Appropriation Clause. CONTRACTOR recognizes that the continuation of any contract after the close of, or during, any given fiscal year of the City of Duncanville, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the City of Duncanville providing for or covering such contract item as an expenditure therein. The OWNER does not represent that said budget item will be adopted as this determination is within the sole discretion of the City Council. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to date shall be paid. Notwithstanding the foregoing, in the event of termination due to non-funding, Client is still responsible for any invoices covering work performed by CivicPlus up to the date of termination for non-funding and all such amounts owed shall become due immediately.

Right to Inspect Records. CONTRACTOR agrees that OWNER shall, until the expiration of one (1) year after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that OWNER shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided with adequate and appropriate workspace in order to conduct audits at Owner's own expense in compliance with the provisions of this section. The OWNER shall give CONTRACTOR reasonable advance notice of intended audits no less than 3 business days.

No Conflicts of Interest. CONTRACTOR represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

Excluded Parties. CONTRACTOR certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of Treasury, Office of Foreign Assets Control.

Public Information Act. Information, documentation, and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with the provisions of Section 2252.907 of the Texas Government Code, the CONTRACTOR is required to make any information created or exchanged with the City pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional cost to the City.

Signature Page to Follow.

Exhibit A

Acceptance

By signing below, the parties are agreeing to be bound by Terms and Conditions found at: www.civicplus.help/hc/p/legal-stuff.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

By:

Name:

Robert Brown, Jr.

Title:

City Manager

Date:

CivicPlus

By:

Name:

Amy Vikander

Title:

Senior VP of Customer Success

Date:

10/25/2023

Exhibit A

CivicPlus Master Services Agreement

This Master Services Agreement (this "Agreement") governs all Statements of Work ("SOW") entered into by and between CivicPlus, LLC ("CivicPlus") and the customer entity identified on the SOW ("Customer"). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW ("Effective Date"). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer referred to herein individually as "Party" and jointly as "Parties".

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the "Services"); and

II. WHEREAS, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Customer and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the "Term"). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer's non-payment. Upon termination for Customer's breach, Customer's right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid. Sections 7, 8, 10, 14, 15, 18, 32 - 34, 40, and 42 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its

Exhibit A

Users access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee to be added to the mailed invoice.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial

Exhibit A

or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.

13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services ("New Services"), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the "Feedback"). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

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Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus–negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus's indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Client Content.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Customer agrees that it is solely responsible for the end-user's personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer's responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any n User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

Exhibit A

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.

22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer, (d) in compliance with our [Privacy Policy](#); or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.

24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.

25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help/hc/en-us/requests/new)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning

Exhibit A

use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center (civicplus.help) to obtain each product's support hours. After hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Client's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

Exhibit A

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.
33. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.
34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Customer's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.
36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.
37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.
38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

Exhibit A

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.

45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."

46. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal

Exhibit A

action.

47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties' electronic signature or any resulting agreement between CivicPlus and Customer.

48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Customer's continued use of the Services following such updates constitutes Customer's acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

Exhibit A

CONFLICT OF INTEREST QUESTIONNAIRE**CONFLICT OF INTEREST QUESTIONNAIRE -****FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.**CivicPlus, LLC****2 ☐ Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

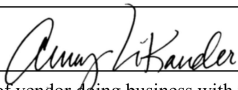
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes

☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☒ I have no Conflict of Interest to disclose.**5**


Signature of vendor doing business with the governmental entity

9/25/2023

Date

Exhibit A

**City of Duncanville, Texas
Texas House Bill 89 Verification Statement**

I, Amy Vikander (Person name), the undersigned
representative of (name of company) CivicPlus, LLC

(hereafter referred to as company) do
hereby verify that the company named above, under the provisions of Subtitle F, Title
10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

9/25/2023
DATE


SIGNATURE OF COMPANY REPRESENTATIVE

Exhibit A

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

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

CivicPlus, LLC
MANHATTAN, KS United States

Certificate Number:
2023-1075741

Date Filed:
09/25/2023

Date Acknowledged:

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

Duncanville, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

SCF Statement of Work
software as a service

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	CP Patti, LLC	MANHATTAN, KS United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

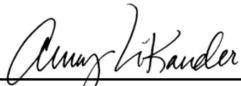
My name is Amy Vikander, and my date of birth is 7/28/1979.

My address is 302 South 4th Street Suite 500, Manhattan, KS, 66502, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Riley County, State of Kansas, on the 25 day of September, 2023.
(month) (year)

Page 19 of 19


Signature of authorized agent of contracting business entity
(Declarant)



STAFF REPORT

MEETING: City Council - 21 Nov 2023

TITLE:

Consider a Resolution approving the renewal of an interlocal agreement between the City of Duncanville and Dallas County Hospital District d/b/a Parkland Health & Hospital System, to provide BioTel/EMS System services, in the amount of \$138,671.30 for a two-year term.

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

Kevin Bragg, EMS Division Chief

BACKGROUND/HISTORY:

The Duncanville Fire Department, as well as many other fire departments, have obtained biomedical on-line supervision pre-hospital emergency medical control services (“BioTel/EMS System”) under an interlocal agreement with the Dallas County Hospital District d/b/a Parkland Health & Hospital System. To be in compliance with Texas Health and Safety Code, Chapter 773, the City of Duncanville Fire Department is required to have medical direction. The Texas Department of State Health Services requires every system providing Emergency Medical Services (EMS) to do so under an Emergency Medical Services Provider license.

In addition to medical direction, the Texas Department of State Health Services also requires every paramedic in our system to maintain either their paramedic licensure or paramedic certification to function as a paramedic in the State of Texas and under our Emergency Medical Services Provider license. Furthermore, if the paramedic is Nationally Registered, the Duncanville Fire Department requires they maintain that certification also. To be in compliance with this Texas Health and Safety Code, it requires the City of Duncanville Fire Department assure each paramedic has one hundred forty-four (144) hours of continuing education every (4) four years in certain categories. The National Registry requires a total of (72) seventy-two hours of like CE every (2) two years. Effective as of October 1, 2023, Paramedic continuing education will be included as part of BioTel services, as they are taking over the Paramedic continuing education services for UTSW.

POLICY EXPLANATION:

Interlocal agreements between political subdivisions of the state require City Council approval.

The contract was approved with Resolution 2023-075 and sent to BioTel for signature, however Parkland Health & Hospital Systems legal team advised the need to make additional changes to section 3 of the Interlocal Agreement Amendment and Fourth Renewal contract.

FUNDING SOURCE:

ORG and Object Number

01077300-700450 (Advanced Life Support - Service Contracts)

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$78,785.00	\$68,789.36	\$9,995.64

ACTION ALTERNATIVES:

1. Approve renewal of an interlocal agreement between the City of Duncanville and Dallas County Hospital District d/b/a Parkland Health & Hospital System, to provide BioTel/EMS System services, in the amount of \$138,671.30 for a two-year term.
2. Do not approve renewal of an interlocal agreement between the City of Duncanville and Dallas County Hospital District d/b/a Parkland Health & Hospital System, to provide BioTel/EMS System services, in the amount of \$138,671.30 for a two-year term.
3. Other actions as directed by Council.

ATTACHMENTS:

[Exhibit A - Revised Duncanville. Agreement BioTel Services Fourth Renewal - ph response Resolution No. - 2023-075R - Renewal of Interlocal Agreement for Biotel Services - Pdf](#)

STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

INTERLOCAL AGREEMENT AMENDMENT AND FOURTH RENEWAL

This Interlocal Agreement Amendment and Fourth Renewal ("Amendment and Renewal") is entered into by and between the CITY OF DUNCANVILLE, TEXAS ("CITY") and the Dallas County Hospital District d/b/a Parkland Health, formerly Parkland Health & Hospital System ("PARKLAND").

WHEREAS, PARKLAND and CITY are parties to that certain Interlocal Agreement, which was dated to be effective as of October 1, 2016, (the "Agreement"); and

WHEREAS, the Agreement was renewed pursuant to agreement of the parties via an Interlocal Agreement Renewal, which was dated to be effective as of October 1, 2017, (the "Renewal"); and

WHEREAS the Agreement was amended and renewed pursuant to agreement of the parties via an Interlocal Agreement Second Renewal, which was dated to be effective as of October 1, 2019, (the "Second Renewal"); and

WHEREAS the Agreement was amended and renewed pursuant to agreement of the parties via an Interlocal Agreement Third Renewal, which was dated to be effective as of October 1, 2021, (the "Third Renewal"); and

WHEREAS PARKLAND and CITY wish to further amend and renew such Agreement in the manner which is more fully set forth below; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, PARKLAND and CITY hereby agree as follows:

1. Pursuant to Section V.1 of the Agreement, the term of the Agreement shall be renewed for a twenty-four (24) month period, effective as of October 1, 2023, and terminate on September 30, 2025 ("Fourth Renewal Term").

2. Total payments by the CITY during the Fourth Renewal Term shall not exceed ONE HUNDRED THIRTY-EIGHT THOUSAND SIX HUNDRED SEVENTY DOLLARS AND NINETY FOUR CENTS (\$138,670.94), which amount (or a portion thereof where Fourth Renewal Term may exceed one year) is hereby set aside and segregated for the purpose of paying for the Services in accordance with the terms of the Agreement:

3.1 Payment for the period October 1, 2023, through September 30, 2024, shall be made in one installment in the amount of \$68,789.36, upon execution of this Amendment and Renewal;

3.2 Payment for the period of October 1, 2024, through September 30, 2025, shall be made in one installment in the amount of \$69,881.94, upon receipt of invoice from PARKLAND.

3. Section VIII of the Agreement shall be amended and restated in its entirety as follows:

1. The CITY may, at its option and without prejudice to any other remedy it may be entitled at law or in equity, or elsewhere under this Agreement, terminate further work under this Agreement, in whole or in part by giving at least one hundred eighty (180) days prior written notice thereof to PARKLAND, with the understanding that all Services being terminated shall cease upon the date specified in such notice. The CITY shall compensate PARKLAND in accordance with the terms of this Agreement for the Services properly performed prior to the date specified in such notice, following inspection and acceptance of same by the CITY's Director. PARKLAND shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate. In addition, the CITY may terminate this Agreement on forty-five (45) days' written notice in the event the CITY receives notice that physician services necessary to provide the Services will terminate.
2. PARKLAND may, at its option and without prejudice to any other remedy it may be entitled to at law or in equity, or elsewhere under this Agreement, terminate further work under this Agreement, in whole or in part by giving at least one hundred eighty (180) days prior written notice thereof to the CITY, with the understanding that all Services being terminated shall cease upon the date specified in such notice. In addition, PARKLAND may terminate this Agreement on forty-five (45) days' written notice in the event PARKLAND receives notice that physician services necessary to provide the Services will terminate.
4. Exhibit A shall be modified in its entirety as attached hereto.
5. This Amendment Renewal is effective as of the 1st day of October 2023.
6. Except as modified by this Amendment Renewal, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment and Renewal to be executed by their respective duly authorized representatives.

**Dallas County Hospital District d/b/a
Parkland Health**

City of Duncanville, Texas

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Scope of Services for On-line and Off-line Medical Control for the UTSW/Parkland BioTel/EMS System

- I. On-line Medical Direction
 - A. Staffing
 1. Nurse staffing provided continuously 24/7/365
 - a. In addition to continuous nurse staffing 24/7/465, additional coverage will be provided during peak times; however, such additional coverage may be through a paramedic.
 - b. Coordinates in-time on-line medical direction.
 2. Physician staffing continuously 24/7/365
 - a. The physician responsible for coordinating all system medical control and addressing clinical issues associated with the operation of the UTSW/Parkland BioTel/EMS System ("BioTel System") shall be known as the BioTel System Medical Director.
 - b. The UT SOUTHWESTERN emergency medicine physicians working within the Parkland Emergency Department shall provide medical control (i.e. medical advice and direction) when requested by CITY's paramedics who are assisting patients. Adequate BioTel System physician staffing shall be maintained twenty-four (24) hours a day, seven (7) days a week, during the term of this Agreement. A physician will answer all requests for assistance either from the BioTel System room or from the Emergency Department areas twenty-four (24) hours a day, seven (7) days a week. The physician need not be present in the radio room while assigned to, and on duty with, the BioTel System operation.
 - c. BioTel System physicians shall respond to a field paramedic's request for assistance immediately after receipt of a call. PARKLAND will be responsible for monitoring and enforcing a sixty (60) second response time standard ninety percent (90%) of the time.
 - d. BioTel System presently has the capability to obtain a specialized physician in the following areas: Pediatrics, internal medicine, surgical, trauma, obstetrical/gynecological, psychiatry, toxicology and cardiology. Additional sub-specialty consultation is available.
 3. Miscellaneous
 - a. Only registered nurses (RNs), physicians, paramedics and clerical staff shall be assigned by PARKLAND to the BioTel System program.
 - b. The BioTel System program shall be adequately staffed by at least one (1) registered nurse twenty-four (24) hours a day, seven (7) days a week throughout the duration of this Agreement. Additional personnel will be assigned as needed based upon workload to provide service. A nurse or paramedic shall monitor radio communications at all times. Changes to the staffing model may be made, if necessary upon agreement between the CITY and PARKLAND.
 - c. All RNs and paramedics assigned to the BioTel System program shall undergo initial training and ongoing training including the role of BioTel and EMS in the community. They will review and be competent on the UTSW/Parkland BioTel Clinical Practice Guidelines and are instructed in

proper communication procedures relating to the BioTel System equipment

- d. When notified by field personnel, BIOTEL System staff shall assist as needed in contacting a hospital to which a critical, priority patient is en route, and provide that hospital with pertinent data concerning the patient.
- e. BioTel System staff shall be responsible for assisting other medical personnel in emergency situations. The BioTel System staff shall contact an Emergency Medicine physician when a request for assistance is made, and shall record all recommended treatments and maintain all appropriate records.
- f. BioTel System staff shall ensure the proper functioning of all contracted BioTel System equipment.
- g. Personnel assigned to the BioTel System Program shall utilize the current UTSW/Parkland BioTel Clinical Practice Guidelines enacted for the functioning of the BioTel System. In addition, PARKLAND may terminate this Agreement on forty-five (45) days' written notice in the event PARKLAND receives notice that physician services necessary to provide the Services will terminate. PARKLAND shall make a current copy of the UTSW/Parkland BioTel Clinical Practice Guidelines available to the CITY.
- h. BioTel System staff shall monitor area hospital's capabilities and help coordinate EMS transports to appropriate facilities as provided in accordance with departmental procedures approved by the BioTel System Medical Director.
- i. BioTel System staff shall maintain a current database for day-to-day medical control, as well as the monthly statistical report. The BioTel System staff will also maintain revisions to the UTSW/Parkland BioTel Clinical Practice Guidelines and perform other tasks as needed under the direction of BioTel System Management. A copy of the statistical report will be furnished to the CITY quarterly
- j. The BioTel System Program Manager shall serve as the primary liaison with: Area receiving hospitals, other EMS agencies, Emergency air medical services operating in the DFW region, UT SOUTHWESTERN – Division of EMS Education, Pre-hospital providers that are not under BioTel System medical control.

B. Additional Services

1. Social Work Program

- a. Assessment and enrolment of patients, serving as a liaison between social service agencies and CITY, and providing feedback and updates to EMS agencies.

2. Emergency Legal Assistance Program

- a. Will provide an on-call attorney licensed to practice law in the State of Texas to advise BioTel participating field personnel regarding on scene legal questions, including seeking court authorization for treatment and/or transport when required.
- b. The Attorney will be:

- (1) Familiar with delivery of Emergency Medical Services and applicable laws pertaining thereto, including, but not limited to the Medical Practice Act and the Health and Safety Code and any other applicable laws.
 - (2) On-call twenty-four (24) hours /day, seven (7) days a week.
 - (3) Expected to provide an alternate in case of his/her absence.
3. Field Amputation Team Activation at the request of CITY field paramedics, supervisors or Chief Officers or at the discretion of BioTel System staff consistent with BioTel System policy.
 - a. The Team will provide supplies necessary for field amputation
 - b. The Team will be ready for transport to scene within fifteen (15) minutes of activation. Estimated time of arrival may vary depending on scene location and other factors.
4. Bloodborne Pathogen Exposure Tracking
 - a. Will provide a process for CITY personnel who have sustained a blood and/or body fluid exposure while on-duty to receive testing, appropriate treatment, and subsequent follow-up with Dallas County Health Department.
5. Data collection including CITY call volume to BioTel System, types of BioTel System calls, frequency and type of physician consultation, numbers of patients for whom BioTel System is notified/contacted received by area hospitals, Emergency Legal Assistance Program, Specialty Team Activation, and any other data requested by CITY.
6. Maintenance of the BioTel System room and facilities, and the records involving On-line Medical Control for the BioTel System, shall be provided by PARKLAND. The BioTel System room and facilities shall be available for reasonable use by the CITY's paramedics, provided that such use does not interfere with the medical operations and functions of the BioTel System office and facilities.
7. Continuing education (CE)
 - a. Services of a continuing education instructor is to perform CE, evaluation and record keeping of all CE related activities, personalized instruction and evaluation, complete all reporting requirements of the Texas Department of State Health Services "DSHS" and respond to requested CE data base queries. Such requirements will include the required DSHS category specific to CE
- C. Periodic meetings, at least quarterly, will be attempted to be scheduled between the CITY representatives and the PARKLAND and UT SOUTHWESTERN personnel who supervise the BioTel System. The purpose of the meetings shall be to assess the program and services provided and recommend improvements.

II. Off-line Medical Direction

A. Staffing

1. BioTel System Medical Director

- a. Has the ultimate responsibility for all clinical aspects of the BioTel System and shall meet all State of Texas requirements for serving as an EMS System Medical Director.

- b. Be immediately available 24/7/365 for consultation or problem resolution or shall arrange for a Deputy EMS Medical Director (the “BioTel System Deputy Director”) to be available in his/her place.
 - c. Assign to CITY a BioTel System Associate Medical Director who shall serve as CITY’s day-to-day BioTel System Medical Director.
 - d. Be notified of all significant on-duty illness or injury to CITY EMS providers. The BioTel System Associate Medical Director shall serve as the liaison with the treating physician(s) in the hospital where the CITY EMS provider is transported to, shall serve as the CITY EMS providers’ medical advocate and shall, to the extent allowed by law, advise the CITY’s EMS leadership of the status of the CITY EMS providers’ illness or injury. May delegate to BioTel System Deputy Medical Director or BioTel System Associate Medical Director.
- 2. BioTel System Deputy Medical Director
 - a. Shall carry out the duties of the BioTel System Medical Director as delegated by the BioTel System Medical Director or when the BioTel System Medical Director is otherwise unavailable.
- 3. BioTel System Associate Medical Director
 - a. Work with CITY’s Chief and EMS Command Staff to ensure that the CITY’s EMS operations, administration, training and special operations activities result in the delivery of quality out-of-hospital emergency medical care for the residents of and visitors to the CITY.
 - b. Assist the CITY with the review and response to any clinical or clinical/operational complaint, concerns, unusual occurrence (“UO”) or commendations that are brought to the attention of the CITY regarding EMS and will assist in the development and implementation of a comprehensive EMS Quality Management Plan.
 - c. Work with the CITY’s EMS Chief responsible for EMS to develop, implement, and evaluate EMS quality improvement activities.
 - d. Be made aware of and will consult on the response to all EMS clinical claims (lawsuits) against the CITY.
 - e. Ensure that the CITY provides reality-based training for its EMS providers.
 - f. Interact outside of the hospital setting with the CITY’s EMS providers.
 - g. Approve all continuous EMS education and training of CITY’s EMS providers on all UTSW/Parkland BioTel Clinical Practice Guidelines.
 - h. Serve as the physician liaison to other healthcare providers in the CITY.
- B. Additional Services of BioTel System Associate Medical Director?
 - 1. May attend regular or ad hoc meetings at the request of the CITY’s leadership.
 - 2. May assist in the development or provision of specialized education and training for the CITY’s providers.
 - 3. May serve as a consultant to the CITY’s 911 Communications Center. The BioTel System Medical Director shall review, as requested, any EMS dispatch incidents in consultation with the 911 Center’s leadership. In addition, the BioTel System Medical Director participates in tape audits and the evaluation of new dispatch protocols and/or procedures as requested.
 - 4. May be made aware of and will serve as a consultant in the planning and response to any EMS special event in which the CITY serves as the emergency medical provider.

5. May oversee the clinical aspects of the CITY's Mobile Community Healthcare Program (MCHP) and will be immediately available or arrange for an appropriate individual to be immediately available for consultation regarding any patient enrolled in that program.
 6. In collaboration with the CITY's Chief responsible for EMS, may ensure that the CITY's policies designed to minimize the risk of exposure to blood borne pathogens reflect current best practices for similarly situated EMS agencies. Together, recommendations for changes in policy, protocol, or protective equipment are made to the CITY Chief to mitigate the likelihood of exposure to blood-borne pathogens.
 7. May serve as advocate for the CITY's role in promoting Public Access Defibrillation and CPR training for the CITY.
 8. May take on additional responsibilities or projects as requested by the CITY Chief following approval of the BioTel System Medical Director.
- C. Hours and Rates
1. PARKLAND shall provide four (4) hours of off-line medical direction under this Agreement at no additional cost.
 2. Additional hours for off-line medical direction will be provided at an hourly rate of \$200.00 per hour.

RESOLUTION NO. 2023-075R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN INTERLOCAL AGREEMENT AND RENEWAL THEREOF BETWEEN THE CITY OF DUNCANVILLE AND DALLAS COUNTY HOSPITAL DISTRICT DBA PARKLAND HEALTH & HOSPITAL SYSTEM TO PROVIDE BIOTEL/EMS SYSTEM SERVICES, IN THE AMOUNT OF \$138,671.30 FOR A TWO-YEAR TERM; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is desired to provide medical direction and paramedic continuing education as required by the Texas Department of State Health Services for the Duncanville Fire Department; and

WHEREAS, the contractor and City Staff desire to enter into a renewal of the interlocal contract between the City of Duncanville and Dallas County Hospital District d/b/a Parkland Health & Hospital System, providing for BioTel/EMS system services for the Duncanville Fire Department; and

WHEREAS, the City Council of the City of Duncanville, Texas desires to approve the renewal of the interlocal contract between the City and Dallas County Hospital District d/b/a Parkland Health & Hospital System.

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

SECTION 1. That the City Council of the City of Duncanville does hereby approve the renewal of the contract between the City of Duncanville and Dallas County Hospital System d/b/a Parkland Health & Hospital System, attached hereto as Exhibit A.

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

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 21st day of November, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 21 Nov 2023

TITLE:

Consider a Resolution authorizing the purchase of Emergency Medical Supplies from Life-Assist, Inc., through the City of Midlothian Contract 2020-28 for the unit price bid with an estimated expenditure amount of \$50,000.00.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Sam Rohde, Fire Chief

Kevin Bragg, EMS Division Chief

BACKGROUND/HISTORY:

The City's Fire Department makes purchases of emergency medical supplies which are necessary to provide basic and advanced life support services during an emergency response. The purchases include drugs, trauma and emergency medical related supplies and equipment used by the City's emergency response units when providing emergency medical care. The contract covers numerous categories of supplies and each is unit priced. The supply categories include one-time use items such as: drugs and medication supplies; airway management supplies; cardiac/medical management supplies; IV/IO management supplies; trauma management supplies; and miscellaneous ambulance supplies.

POLICY EXPLANATION:

Emergency medical supply products are available from Life-Assist, Inc. through the City of Midlothian Contract 2020-28 which are awarded for emergency medical supplies. The renewal for this contract expires 12/31/2023, and has two additional one-year optional renewals available. The contract covers numerous items that the City's EMS service uses on a regular basis with set unit pricing.

This authorization would cover the purchase of this service on an as-needed basis through December 31, 2025 with an estimated expenditure amount of \$50,000.00. (FY24 - \$15,000.00, FY25 - \$35,000.00)

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

FUNDING SOURCE:

ORG and Object Number

01077300-700226 - ADVANCED LIFE SUPPORT - MEDICAL SUPPLIES

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$37,006.70 (FY24)	\$15,000.00 (FY24)	\$22,006.70 (FY24)

ACTION ALTERNATIVES:

1. Authorize the purchase of Emergency Medical Supplies from Life-Assist, Inc. with an estimated expenditure amount of \$50,000.00.
2. Do not provide funding to purchase EMS Supplies from Life-Assist, Inc.
3. Other actions as directed by Council.

ATTACHMENTS:

[Signed LAssist Extension Letter Request-One](#)

[Exhibit A - Life-Assist, Inc.](#)

[3894 Interlocal Midlothian](#)

[Resolution No. - 2023-152 - Contract with Life-Assist, Inc. for Emergency Medical Supplies - Pdf](#)

November 2, 2022

City of Midlothian
Purchasing Agent

STATE OF TEXAS §
 § **AGREEMENT FOR EMS FIRE DEPT MEDICAL
 SUPPLIES**
 COUNTY OF ELLIS §

This Agreement for EMS Fire Dept. Medical Supplies ("Agreement") is made by and between the City of Midlothian, Texas ("City") and Life-Assist, Inc. ("Supplier") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of Contractor as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Contractor desires to render manufacturing and delivery services for the purchase of various medical supplies to support the fire department in emergency calls, as more fully described in Exhibit "A" and Exhibit "B" attached hereto and made a part herein by reference (the "Services"), and in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I
 Term**

The Term of this Agreement shall commence upon Contractor's receipt of the City's Notice to Proceed, and shall continue until completion of the Services, unless sooner terminated as provided here.

**Article II
 Contract Documents**

- 2.1. This Agreement consists of the following items:
- (a) This Agreement;
 - (b) City's Request for Bid Solicitation for Purchase of a 2020-28 EMS Fire Dept. Medical Supplies RFP ("City's Bid") (attached as Exhibit "A"); and
 - (c) Supplier's Response to City's Bid (attached as Exhibit "B").

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents."

**Article III
Scope of Services**

The Parties agree that Contractor shall perform the Services specifically set forth under Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference.

**Article IV
Compensation**

4.1 City shall compensate Contractor in the total amount as set forth in Exhibit "B".

4.2 City shall pay Contractor within thirty (30) days after receiving an invoice for the Services. Contractor must submit a proper invoice with no errors or discrepancies and that all Services noted on the invoice has been completed. Any errors, discrepancies or the invoicing of Services not completed may result in a delay in payment.

4.3 Contractor shall be responsible for all expenses related to the Services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

**Article V
Devotion of Time; Personnel; and Equipment**

5.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City, and without decreasing the effectiveness of the performance of Services required under this Agreement.

5.2 To the extent reasonably necessary for Contractor to perform the Services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the Services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Contractor.

**Article VI
Suspension of Work**

The City shall have the right to immediately suspend work by Contractor if the City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with

this Agreement. In such event, any payments due Company shall be suspended until Contractor has taken satisfactory corrective action.

Article VII Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the Services performed and goods delivered up to the effective date of the cancellation.

Article VIII Insurance

Contractor shall provide and maintain for the duration of this Agreement, and for the benefit of the City (naming the City and its officers, agents and employees as additional insureds), insurance coverage in full force and effect as set forth in Exhibit "A".

Article IX Termination

9.1 Termination for Cause. City may terminate this Agreement, with or without cause, by giving Contractor thirty (30) days prior written notice. Upon receipt of a notice of termination, Contractor shall promptly cease placing orders and all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. City shall pay Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

9.2 Termination for Default. City reserves the right to terminate this Agreement without prior notice in the event Contractor defaults or breaches any of the terms and conditions of the Agreement, or otherwise fails to perform in accordance with the bid specifications. In the event of termination, City reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the bid to the next lowest responsible respondent. Any such act by the City shall not be deemed a waiver of any other right or remedy of the City. If, after exercising any such remedy, the cost to City of the performance of the balance of the work or services is in excess of that part of the Agreement sum, which has not therefore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse the City for such excess.

Article X Indemnification

10.1 CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, BOTH PAST AND

PRESENT, FROM AND AGAINST LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS, AND ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, (INCLUDING COURT COSTS, ATTORNEYS' FEES AND OTHER REASONABLE COSTS OF LITIGATION) ARISING OUT OF OR RESULTING FROM CONTRACTOR'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS CONTRACT AND FROM ANY LIABILITY ARISING OUT OF OR RESULTING FROM INTENTIONAL ACTS OR NEGLIGENCE OF THE CONTRACTOR, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

10.2 IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH THE CITY AND THE CONTRACTOR, THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT INDEMNIFIES AND PROTECTS THE CITY FROM THE CONSEQUENCES OF THE CONTRACTOR'S OWN NEGLIGENCE.

10.3 CONTRACTOR FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS, AS WELL AS THEIR PROPERTY, WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR OTHER FAULT OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR OTHER PERSONS ASSOCIATED WITH THE CONTRACTOR.

10.4 CONTRACTOR AGREES TO INDEMNIFY AND SAVE THE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKERS, MECHANICS, MATERIALMEN, AND FURNISHERS OF SUPPLIES, EQUIPMENT, FINANCING OR ANY OTHER GOODS OR SERVICES, TANGIBLE OR INTANGIBLE. WHEN THE CITY SO DESIRES, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

Article XI
Miscellaneous

11.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

11.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by Contractor to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

11.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

11.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Ellis County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

11.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

11.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

11.7 Independent Contractor. It is understood and agreed by and between the Parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

11.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City, to:

City of Midlothian, Texas
Attn: Chris Dick
City Manager
104 West Avenue E
Midlothian, Texas 76065
Phone: 972-775-3481

With a copy to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201
Phone: (214) 965-9900

If intended for Supplier:

Life-Assist, Inc.
Attn: Chris Nelson, Contracts Assistant Manager
11277 Sunrise Park Drive
Rancho Cordova, CA 95742
Phone: (800) 824-6016

11.9 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

11.10 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

11.11 Audits and Records. Contractor agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

11.12 Conflicts of Interests. Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

11.13 Compliance with Federal, State & Local Laws. Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

11.14 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay.

The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

11.15 Prohibition of Boycott Israel. Contractor verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(signature page to follow)

EXECUTED this 8th day of December, 2020

City of Midlothian, Texas

By: [Signature]
Chris Dick, City Manager

Approved as to form:

By: [Signature]
Joseph J. Gorfida, Jr., City Attorney



EXECUTED this 8TH day of DECEMBER, 2020

Life-Assist, Inc.

By: [Signature]
Name: BRETT ARCHER
Title: DIRECTOR OF SALES

EXHIBIT "A"
City's Bid

EXHIBIT "B"
Contractor's Response to City's Bid



CITY OF MIDLOTHIAN

PURCHASING OFFICE



BID# 2020-28

EMS FIRE DEPT. MEDICAL SUPPLIES

DUE NOVEMBER 20, 2020 11:00 AM CST

SUBMITTED BY:





CITY OF MIDLOTHIAN

NOVEMBER 20, 2020

CITY OF MIDLOTHIAN

RE: **BID #2020-28 – EMS FIRE DEPT. MEDICAL SUPPLIES**

Life-Assist is pleased to present our proposal to the City of Midlothian in response to Bid Number: 2020-28 EMS Fire Dept. Medical Supplies. Please review the following proposal for Life-Assist's competitive bid pricing. We want to emphasize our commitment to the City of Midlothian to provide the most complete offering of products and services. **Additionally, we offer a 2% credit for any inter-local department purchases on the City of Midlothian contract.**

The proposal includes the following:

- Bid Specifications & Signed Documents
- Proposal Pricing Sheet: *2020-28 List of Supplies*
- Life-Assist Experience & Expertise
 - About Life-Assist
 - Dedicated Midlothian Support Team
 - Business Reviews
 - Customer Experience Information
 - Ordering Information, Delivery & Distribution, RUSH Orders, Disaster Support Program, Returns, Warranty, Escalation/De-Escalation, References, Pharmaceuticals, and Compliance
- Added Value Offering
 - 2% credit on Inter-Local Purchases
 - Additional Discount off Catalog/Web Pricing
 - Tempus ALS, BD IO Power Drill, Lifeline ARM
- Inventory Management Solutions
- Alternate Item Documentation

We thank you for allowing Life-Assist the opportunity to provide all your EMS supply needs. If you require additional information, our contact information is below.

GERALD RAMIREZ
 Account Manager
 682.465.3710
gerald.ramirez@life-assist.com

BRETT ARCHER
 Director of Sales
 816.830.9334
brett.archer@life-assist.com

CHERISE AKERS
 Contracts Manager
 800.824.6016
quotes@life-assist.com



CITY OF MIDLOTHIAN

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TAB 4: ADDED VALUE OFFERINGS

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- Additional Discount off Catalog/Web Pricing
- Tempus ALS, BD IO Power Drill, Lifeline ARM

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TAB 6: ALTERNATE ITEMS DOCUMENTATION



CITY OF MIDLOTHIAN

T1

BID SPECIFICATION & SIGNED DOCUMENTS



**CITY OF MIDLOTHIAN
INVITATION TO BID
BID# 2020-28 EMS Fire Dept.
Medical Supplies**

The City of Midlothian is now accepting sealed bids for Medical Supplies for the City of Midlothian Fire Department. Forms furnished by the City of Midlothian may be obtained without deposit by downloading from:

City of Midlothian Website at
www.midlothian.tx.us
Purchasing Department

All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.

Bids will be received at the City of Midlothian, Purchasing Office, 104 W Avenue E, Midlothian, TX 76065 until 11:00 a.m. Wednesday, November 18, 2020.

No late bids will be considered.

The bids will be publicly opened after the closing on the said date.

The City of Midlothian reserves the right to reject any and all proposals, to waive irregularities, and to accept the bid(s) deemed to provide the best value for the City. The City reserves the right to award the contract to a single contractor or to split the contract between contractors if it is deemed this will be the best value for the City.

All inquiries about this bid or specifications must be made to Cheryl Allison, Purchasing Agent at cheryl.allison@midlothian.tx.us prior to Thursday, November 12, 2020 at 11:00 AM.

PUBLISHED: 10-29-20
11-05-20



BID TITLE: EMS FIRE DEPT. MEDICAL SUPPLIES
BID NUMBER: 2020-28 **PRE-BID MEETING:** N/A
BID OPENING DATE:

Wednesday, November 18, 2020 @ 11:00 AM
LATE BIDS WILL NOT BE CONSIDERED.

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS READ AND AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. **DO NOT** INCLUDE TAXES IN YOUR BID. BIDDER **GUARANTEES** PRODUCT OFFERED SHALL **MEET OR EXCEED** MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

Bidder Must Fill In & Sign

Name of Firm, Company

Chris Nelson
 Agent's Name
 Contracts Assistant Manager
 Agent's Title
 11277 Sunrise Park Drive
 Mailing Address
 Rancho Cordova, CA. 95742
 City State Zip
 800-824-6016
 Telephone
 800-290-9794
 Fax No.
 800-290-9794
 Email address:
 quotes@life-assist.com

Chris Nelson

AUTHORIZED SIGNATURE

- All participating cities will provide a list of authorized persons and authorized delivery destinations.

The City of Midlothian is desirous of the following. Please specify if your firm can provide the following.

	YES	NO
(1) Ability to order from a template over the internet?	<u>X</u>	___
(2) Secure on-line ordering?	<u>X</u>	___
(3) Vendors web site offers real-time indicators of product availability.	<u>X</u>	___
(4) Local sales representation within 100 miles?	<u>X</u>	___
(5) Sales representative has an EMS background, clinical experience, and familiarity with pre-hospital medicine?	<u>X</u>	___
(6) Sales representative is able to provide training for products offered?	<u>X</u>	___
(7) Sales representative must be available for routine visits?	<u>X</u>	___
(8) Ability to requisition to a central purchaser via internet?	<u>X</u>	___
(9) Ability to track product usage and cost for each requisitioning agency?	<u>X</u>	___
(10) Ability to ship to multiple delivery destinations?	<u>X</u>	___
(11) Ability to deliver within 48 hours with no additional charges?	<u>X</u>	___
(12) Ability to track up to 24 months of purchase history (monthly)?	<u>X</u>	___
(13) Can additional cities purchase "off" this contract?	<u>X</u>	___
(14) Ability to produce quarterly consumption reports?	<u>X</u>	___
(15) Local warehouse (within 50 miles of Midlothian)?	___	<u>X</u>
(16) Ability to pick up ordered supplies at a regional warehouse?	<u>X</u>	___
(17) Multiple distribution centers through the country?	<u>X</u>	___
(18) Please include your RUSH Order policy in your bid. _See Tab 3_____		
(19) Escalation/De-Escalation price consideration would be requested on a _See Tab 3_____ basis only.		

Winning Vendor: Must provide one (1) yearly product review meeting. Meeting location and date will be decided upon between the City of Midlothian and the winning vendor.

BID SHEETS FOUND FOLLOWING SCOPE OF WORK

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business."

TERMS AND CONDITIONS

1. The City of Midlothian will accept **sealed bids** Monday through Friday, 8:00 a.m. – 5:00 p.m. Bids must be received before the specified hour and date of the opening. **Bids will be publicly opened and read aloud.**
2. All sealed bids should be submitted on the original forms provided with one (1) duplicate and one (1) electronic copy. No email copies will be accepted. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Midlothian reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders by City website. If bidder demonstrates just reason for a change, the City of Midlothian must have at **least** five working days' notice prior to bid opening date.
6. **Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for ninety (90) days from opening date.
9. The City of Midlothian is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
10. The City of Midlothian reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder MUST give full firm name and address. Person signing bid should show **TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Authorized signature should appear on each page of the bid, in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your bid **does not exactly** describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO BIDDER'S PROPOSAL," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.
14. NO substitutions or cancellations permitted without written approval of the City of Midlothian.
15. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Midlothian. The City reserves the right to select one contractor or to split by North and South regions to two contractors.
16. **DELIVERY:** Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of Midlothian and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Midlothian from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Midlothian, 104 W Avenue E, Midlothian, TX 76065; Attn: Accounts Payable.
21. The City of Midlothian shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Midlothian shall constitute all items bid being received and in good working order to the City of Midlothian's satisfaction.

EMS FIRE DEPT.
MEDICAL SUPPLIES
BID NUMBER: 2020-28

SPECIFICATIONS (MINIMUM):

SCOPE: The City of Midlothian seeks competitive bids for Medical Supplies for the City of Midlothian Fire Department.

REQUIREMENTS: Any variance in any item(s) must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification. **All unit pricing shall be specified on the attached pricing sheets.** Bidder shall indicate Grand Total pricing on Invitation to Bid for attached line items, if applicable.

GENERAL CONDITIONS: Sections must be filled out completely. The bid shall be awarded in whole or in part to the vendor(s) who provide(s) goods or services at the best value for the City.

QUANTITIES: Proposed quantities are and may be subject to additions and/or deletions. The quantities listed in the bid schedule will be considered an approximate and will be used for the comparison of bids. The City of Midlothian reserves the right to increase or decrease quantities for any item dependent on available funding during the entire term of this contract.

ACCEPTANCE AND NONCONFORMING STANDARDS: All deliveries shall be accepted subject to inspection, count, and/or testing. A waiver on one occasion does not constitute a waiver on future occasions.

EVALUATION CRITERIA: Award of contract does not obligate the Buyer to order or accept more than Buyer's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. Contract may be awarded to the bidder or bidders who provides goods or services at the best value for the City of Midlothian. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interest of the City of Midlothian.

AUDIT: Supplier shall provide the City of Midlothian a line item report of quantities and expenditures at any time during the term of this contract for materials, commodities, or services rendered as requested by the Purchasing Department.

NON-FUNDING CLAUSE: The City of Midlothian's budget is funded on an October 1st to September 30th fiscal year basis. Accordingly, the City of Midlothian reserves the right to terminate this contract by giving Bidder thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

TERM OF CONTRACT AND OPTION TO EXTEND: The contract shall be for an initial term of two (2) years beginning upon City Council approval or the assigned effective date. Three (1), one-year renewal periods will be available if both parties agree to contract renewal. Contract rates can be adjusted upward or downward as outlined in the Escalation/De-Escalation Clause of the bid.

CONTRACT TERMINATION: The City of Midlothian reserves the right to terminate this contract for any reason by notifying the contractor in writing thirty (30) days prior to the termination of this agreement.

INSURANCE AND BONDS: The Contractor is responsible for meeting the following minimum limits of insurance and bond coverage, or as outlined in the Scope of Work:

Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than

stated. **BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE.** THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$500,000.
- (b) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence;
- (c) Excess Liability Insurance, Comprehensive general Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

INDEMNITY AGREEMENT:

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. (REVISED 9-15-04)

COMPLIANCE WITH LAWS: Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Ellis County, Texas, where venue for any proceeding arising hereunder will lie.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of

specifications shall be made on the basis of this statement.

ETHICS ACKNOWLEDGEMENT

Any vendor or contractor entering into this contract or agreement with the City of Midlothian, Texas expressly acknowledges that it has familiarized itself with the provisions of Section 2-34(i) of the Code of Ordinances of the City of Midlothian which provides, among other things, that if within two years after the commencement of this contract or agreement the vendor or contractor hires a city official, former city official, appointed city officer, former appointed city officer, appointed city executive employee, or former appointed city executive employee or a city employee who, while acting in such capacity, had substantial and personal involvement with the negotiation of this contract or agreement, then this contract or agreement shall, at the option of the City Manager, be cancelled and/or the vendor or contractor shall be barred from additional contracting with the City of Midlothian for a period of three years.

ASSIGNMENT: The successful bidder may not assign, sell or otherwise transfer this contract without prior written consent of the City Council of the City of Midlothian.

SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

CERTIFICATE OF INTERESTED PARTIES: In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code and applies to all contracts entered into on or after January 1, 2016. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies to all contracts/purchases of a governmental entity that require an action or vote by the governing body of the entity.

With regards to City of Midlothian purchases, a vendor that is awarded a contract or purchase that is greater than \$50,000 is required to electronically create a Form 1295 through the Texas Ethics Commission website (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit a signed and notarized copy of the form to the City. A contract, including City-issued purchase order, will not be enforceable or legally binding until the City receives and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

RIGHT OF ASSURANCE: Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

BID DELIVERY: The City of Midlothian Purchasing Department shall accept **sealed** bids Monday through Friday, 8:00 a.m. - 5:00 p.m. Bids must be received by the Purchasing Department before the specified hour and date of the opening. Each bid **must be sealed** and should be placed in a properly identified envelope with bid number, time and date of bid opening.

EMS FIRE DEPARTMENT
MEDICAL SUPPLIES
BID 2020-28 SPECIFICATIONS

INTENT

It is the intention of these specifications that the successful vendor shall furnish the City of Midlothian, Texas, with medical supplies covered by the Bid Specification which the City may require during the period of time specified. The products included in this bid represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes only. Actual usage and quantities will vary and ordering will be based on actual requirements. The City of Midlothian has interlocal agreements with other cities for the purchase of supplies and it is believed that these cities will wish to join and have expressed such interest.

MEDICAL SUPPLIES REQUIREMENTS/EXPECTATIONS

The items included on the medical supplies' requirement sheet represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes. The City also desires to purchase from the successful bidder other medical supplies not listed on the requirement sheet. Bid award may be made in whole or part as deemed most advantageous to the City of Midlothian.

The contract awarded to the successful bidder shall be for a period of (2) years. The City of Midlothian reserves the right to renew this contract for (3) additional one-year periods under the same terms, condition and should the City so desire and the current vendor agree.

At the end of the two-year obligation, if the City and successful vendor wish to renew, the vendor shall submit a letter addressed to, City of Midlothian, Purchasing, 104 W. Ave E, Midlothian TX 76065.

A). 75 days in advance of contract termination a bona-fide manufacturer's documents directed to the City of Midlothian Purchasing Agent, of price listing (itemized) reflecting the anticipated changes (both increases and decreases) in prices, if any. Increase for the extension shall be limited to the actual cost increases to the current vendor and must be the guidelines outlined in the contract.

Product acceptability will be at the sole discretion of the City of Midlothian. Any product delivered which does not meet the City's specifications, or otherwise found to be defective, will be returned at the vendor's expense for replacement or credit. All products shall be of condition and quality "TO MEET ACCEPTABLE STANDARDS OF CARE".

Any reference to requirements in the specifications that are brand or process specific is purely for the establishment of intended quality expectations and is not to be considered a disqualifying standard.

The successful bidder shall make delivery of ordered supplies within 48 hours of the time the order is placed. Delivery must be made during normal working hours, Monday through Friday, 8:00 a.m. to 5 p.m. F.O.B. Destination: City of Midlothian has specified delivery locations. All unit and extensions shall include freight and other delivery charges. No med shall be shipped with an expiration date that is less than one year from the month the med was shipped. There are no minimum purchase amounts for an order and no service charges/delivery will be applied. Failure to deliver as required will result in the purchase of said order from the next highest bidder. Delivery tickets must accompany each delivery. Invoices must be legibly prepared showing the full description and price of items(s) delivered.

EMS FIRE DEPARTMENT
MEDICAL SUPPLIES
BID 2020-28 CONDITONS OF BIDDING

(Full compliance with the following conditions is necessary for consideration of this bid)

1. Signature: This bid must be signed by a company representative authorized to bind the offer contractually.
2. Unit Prices and Extensions: If there is a difference between unit price and their extension, the unit price will govern.
3. Freight and Other Delivery Charges: All bids will be F.O.B. delivery address, freight prepaid. Charges will not be added after the bid is opened. The City of Midlothian assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
4. Acceptance: The materials and/or services delivered under this bid/quote shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.
5. Discount: Show rate, total amount, and latest day any discount will be allowed after receipt of article and correct invoice (per conditions of contract).
6. Payment: net 30 days from acceptance of goods/services, receipt of original vendor invoice, and/or all other required documents required in the detailed specification of this bid/quote.
7. Escalation/De-Escalation. The bid will be awarded with escalation/de-escalation pricing, in which the vendor is required to give a 30-day written notice before price increases. Requested increases must be a factor beyond the control of the bidder. The increase shall not exceed the percentage increase passed on by the manufacturer, and proof of need for increase must be documented by manufacture's letter and forwarded to the Purchasing Agent. Any increase must be approved by the using department and the Purchasing Division before acceptance. *Price adjustments scheduled and allowed as agreed upon in RFP only. Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.*
8. Federal or State Taxes: The city is exempt from taxes by Federal Excise Registration #A-312726 and State Permit #75-6000-609.
9. Guarantees and Warranties: Must be attached to the bid and may be considered in awarding the bid. Seller shall guarantee and warrant that the equipment or product offered will meet or exceed specification identified in the bid invitation and are suitable for and will perform in accordance with their intended purpose. The seller shall, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to the City. If at any time, the equipment or product cannot satisfactorily meet the requirements of the specification, the Seller shall upon written request from the City, promptly remove such equipment or product without further expense to the City at the City's request, the Vendor will provide evidence sufficient to demonstrate such equipment or product meets the foregoing.
10. Delivery or Contract Completion Time: Must be shown, as the date may, where time is of the essence, determines the contract award. Failure to state delivery time may cause bid to be rejected. Successful bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful bidder shall give written notice to the Purchasing Agent and EMS Chief. The City of Midlothian has the right to extend delivery time if reason appears valid. In the event delivery is not made within the stated time

period (without acceptable reason for delay and written consent from the City, the City reserves the right to place the order with the next available vendor and the successful bidder shall be liable for any increase in price as liquidated damages, if being agreed that said sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes, conscriptions of property, governmental regulations, acts of God, or any other causes beyond its control; provided and extension of time is obtained from the Purchasing Department or EMS Chief.

11. Bid Closing & Bid Preparation: Sealed bids received after the bid opening date and time will not be considered. It will be the SOLE RESPONSIBILITY of bidders to ensure bids are in the possession of the City of Midlothian Purchasing Department by the appointed date and time. The City will not be responsible for bids which are mismarked, delivered to the wrong place, or delayed in delivery. Electronic and Facsimile transmitted bids will not be accepted in the bid process. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, the name of the bid title, and bid number if any. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and as above.
12. Item Bid: Each bidder shall describe (per specification requirements) each item bid as to Manufacture, Brand Name, Model, etc. Items shall be NEW unless stated otherwise in the City's specification. Any reference to model and/or make/manufacture used in bid specification is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on like quality will be considered.
13. Samples: Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by the City.
14. Alternates: Must clearly state "ALTERNATE: and shown on the bid form with complete information attached. Alternate bids may or may not be considered in the bid process in the sole discretion of the City of Midlothian.
15. Exception/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering considered for award. Bidders taking exception to the specification, or offering substitutions, shall state exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and City shall hold the bidder responsible to perform in strict accordance with the specification of the invitation.
16. Pharmaceutical Requirements:
 - a) Vendor must be licensed with the Drug Enforcement Administration to sell and distribute Schedule II, Schedule III, and Schedule IV controlled substances.
 - b) Vendor must be able to provide the Drug Enforcement Administration's electronic Controlled Substances ordering System (CSOS).
 - c) Vendor must be in, and remain in compliance with the Drug Supply Chain Security Act and the Prescription Drug Marketing Act. Vendor must provide transaction reports with each shipment of pharmaceuticals.
17. Ambiguity in Bids: Any ambiguity in any bid as the result of omission, error, lack of clarity, or non-compliance by the bidder with specification, instruction, and all condition of bidding shall be construed in the light most favorable to the City.
18. Changes of Additions: No Changes or additions will be allowed after bid opening. Changes or addition submitted prior to bid opening must be in accordance with paragraph 11 above.
19. Funding: Funds for payment have been provided through the requesting entity. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved.

20. Trade Secrets, Confidential information and the Texas Public Information Act: If you consider any portion of your bid to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions. The City of Midlothian will honor your notation of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your bid is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your bid that you have marked as privileged or confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged or confidential under Section 552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester. Marking your entire bid CONFIDENTIAL/PROPRIETARY will not necessarily make it, or any part thereof, exempt from the public disclosure requirement of the Texas Public Information Act.
21. HUBS: The City of Midlothian hereby notifies all bidders that in regard to any contract entered into pursuant to the invitation to Bid: Historically Underutilized Businesses (HUB'S) will be afforded equal opportunities to submit bids and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award. HUB(s) are defined as certified businesses that are at least 51% owned, operated, and controlled by qualifying groups which include: Asian Pacific Americans, Black-Americans, Hispanic Americans, Native Americans, and women.
22. Any contract made, or purchase order issued, as a result of this invitation to Bid, shall be governed under the laws of the State of Texas with performance and venue to be in Ellis County, Texas. In connection with the performance of work, the Bidder agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, And Local laws, regulation, and executive orders to the extent that the same may be applicable.
23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - a) Have adequate financial resources required, or the ability to obtain such resources as required;
 - b) Be able to comply with the required or proposed delivery schedule;
 - c) Have a satisfactory record of performance;
 - d) Have a satisfactory record of integrity and ethics;
 - e) Be otherwise qualified and eligible to receive an award.
24. Bidders may request withdrawal of a sealed proposal prior to the bid opening time provided the request for withdrawal is submitted to the City Purchasing Agent in writing.
25. Changes in Specifications or Interpretations: If it becomes necessary for the City to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by and all bidders shall not rely upon any oral representations, clarifications, or changed made in the provided written specifications by City employees, unless such clarification or change is provided to bidders in written addendum form from the City Purchasing Agent.
26. Collusion: Any evidence of agreement or collusion among bidders and prospective bidders acting to restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.
27. All pages of this document packet, taken together comprise the Bid. Omission of or failure to complete or return any portion of the required document, at the time of bid opening, may be cause to reject he entire bid.

28. The City of Midlothian, as a governmental agency of the State of Texas, may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the bidder to obtain a comparable contract in the state in which the nonresident principal place of business is located. (Government Code, section 2242.002) Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided.

- 1.) Is your principle place of business in the State of Texas? YES _____ NO X
- 2.) If the answer to question (1) is "yes", no further information is necessary; if "no" please indicate:
 - a.) In which state is your principle place of business located? California
 - b.) Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES _____ NO X
 - c.) If yes, what is that dollar increment or percentage? _____

The State Purchasing and General Services Commission defines Principal Place of Business as follows:

Principle Place of Business means, for any type of business entity recognized in the State of Texas, that the business entity;

Has at least one permanent office located within the State of Texas, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted, and has at least one employee who works in the Texas office.

29. Award: Unless stipulated in these bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City.
30. Preference: Will be given to the vendor who is able to provide the most supplies/materials, at the most economical price.
31. Split Award: The City of Midlothian reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The vendor who is able to provide a large majority of items will be looked upon favorably.
32. No Prohibited Interest: Bidder acknowledges and represent that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, to the extent prohibited by state law, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service, where such financial interest is prohibited by state law.
33. Cooperative Purchasing: The City of Midlothian actively participates in cooperative purchasing opportunities. If it is determined to be in the best interest, the City reserves the right to reject any and all bids and purchase the services and/or goods through cooperative means.
34. Inter-Local Agreement: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with cooperative purchasing agreements with the City of Midlothian. The City of Midlothian is a participating member of several interlocal cooperative purchasing agreements. As such, the City of Midlothian has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivision, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based on

the bid price to any other participant. The city of Midlothian shall not be held responsible for any orders placed, deliveries made, or payment for materials ordered by these entities.

35. Termination for Default: The City of Midlothian reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to:

- a) Meet delivery schedules
- b) Perform in accordance with these specifications and/or
- c) Transfers, assigns or conveys any or all of its obligations or duties to another.
- d) Breach of contract or default authorizes the City to, among other things, award to another bidder, or purchases elsewhere.
- e) THE CITY OF MIDLOTHIAN RESERVES THE RIGHT TO ACCEPT OR REJECT IN PART OR IN WHOLE ANY BID SUBMITTED, AND TO WAIVE ANY TECHNICALITIES DEEMED TO BE IN THE BEST INTEREST OF THE CITY. THE UNDERSIGNED HERBY CERTIFIES THAT HE/SHE UNDERSTANDS THE SPECIFICATIONS, HAS READ THE DOUCMENT IN ITS ENTIRETY AND THAT THE BID PRICES CONTAINED IN THE BID HAVE BEEN CAREFULLY REVIEWED AND ARE SUBMITTED AS CORRECT AND FINAL. BIDDER FURTHER CERTIFIES AND AGREES TO FURNISH ANY OR ALL PRODUCT/SERVICES UPON WHICH PRICES ARE EXTENDED AT THE PRICE OFFERED, AND UPON CONDITIONS CONTAINED IN THE SPECIFICATIONS FO THE INVITATION FOR BID.

Bidders who are able to provide the following services will be looked favorably upon.

1. Vendor is able to provide and support a web-based inventory management system (Operative IQ) preferred to assist in the management of supplies and assets at an agreed upon cost. Vendor shall provide all licensing, on-site technical support, inclusive of training, in-servicing, report writing, refresher courses, and delivery training, to any and all personnel deemed necessary to ensure that the inventory management system is completed upon being awarded the bid. Vendor shall assist, in an on-going basis, with entering all equipment and supply data, report writing, and creating of checklists into the system for maximum functionality.
Yes X No
2. Is vendor an authorized distributor of controlled access pharmaceutical dispensers and lockers (UCapIt) manufactured by the U-Select-It-Corporation or a comparable device?
Yes X No
3. Vendor offers in-house kitting facilities, and is able to offer both standardized, and custom kitting solutions?
Yes X No
4. Is vendor able to provide high-quality, lower-cost, private label product alternatives?
Yes X No
5. During an emergency (natural or man-made) situation, is the vendor able to provide a comprehensive disaster response program, and are you able to supply requested merchandise within a thirty-six (36) hour time frame, twenty-four (24) hours a day, seven (7) days a week?
Yes X No
Provide a copy of this program if available.

REFERENCES

Each Offeror is to provide a minimum of three (3) verifiable references in which the offeror has sold, maintained or provided this or similar product or service.

Company Name: Houston Fire Department

Address: 1205 Dart Street, Houston, TX. 77007

Contact Person: Yul Pierce

Telephone: (713) 247-5083

Email: yul.pierce@houstontx.gov

Product Purchased by Reference: Medical Supplies and Pharmaceuticals

Company Name: City of Columbus Division of Fire

Address: 4252 Groves Road, Columbus, OH. 43232

Contact Person: Scott Ellis

Telephone: (614) 221-3132 ext. 75987

Email: seellis@columbus.gov

Product Purchased by Reference: EMS Supplies and Pharmaceuticals

Company Name: City of Tucson

Address: 255 W Alameda, Tucson, AZ. 85726

Contact Person: Joe Gulotta

Telephone: (520) 837-7017

Email: joe.gulotta@tucsonaz.gov

Product Purchased by Reference: ALS Supplies and Inventory Mgmt.

SUPPLIER INFORMATION FORM

COMPANY'S FULL BUSINESS NAME:	
	Life-Assist, Inc.
PHYSICAL ADDRESS:	
	11277 Sunrise Park Drive
	Rancho Cordova, CA. 95742
PHONE #:	800-824-6016
FAX #:	800-290-9794
CONTACT PERSON:	Chris Nelson
PHONE #:	800-824-6016 X175
REMITTANCE ADDRESS:	
	11277 Sunrise Park Drive
	Rancho Cordova, CA. 95742
PHONE #:	800-824-6016
FAX #:	800-290-9794
CONTACT PERSON:	Chris Nelson
PHONE #:	800-824-6016 X175
PAYMENT TERMS DISCOUNT:	NET 30 DAYS
COMPANY TAX ID#:	94-2440500

**FOR MINORITY AND/OR WOMAN
OWNED BUSINESS ENTERPRISES**
(To be completed only if applicable)

Minority and/or Woman Owned Business Enterprises are encouraged to participate in the Midlothian procurement process. The Purchasing Division will provide additional clarification of specifications, assistance with Bids Forms, and further explanation of procedures to those who request it. The City of Midlothian recognizes the certifications of both the State of Texas Building and Procurement Commission Historical Underutilized Business (HUB) Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning certification are urged to contact:

State of Texas HUB Program
Texas Building and Procurement Commission
P.O. Box 13047
Austin TX 78711-3047
(512) 463-5872
<http://www.tbpc.state.tx.us/hubbid>

North Central Texas Regional
Certification Agency
616 Six Flags Drive, #416-LB 24
Arlington TX 76011
(817) 640-0606
<http://www.nctrca.org>

In order to be identified as a Qualified Minority and/or Woman Owned Business Enterprise in the City of Midlothian vendor database, this form, along with a copy of your certification, must be returned to the City of Midlothian Purchasing Department. You should return these documents with this response, or if you have already submitted this form and a copy of your certification to the Purchasing Division, it is not necessary to re-send certification. If you meet the criteria and are not currently certified, you may contact one of the above agencies for instructions to be certified. Upon receipt of certification, you may then return this form and a copy of your certification to: City of Midlothian, Purchasing Division, 104 West Avenue E., Midlothian, Texas 76065.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

EMAIL: _____

TELEPHONE NO.: _____ **FAX NO.:** _____

INDICATE ALL THAT APPLY

_____ Minority Owned Business Enterprise

_____ Woman Owned Business Enterprise

**CITY OF MIDLOTHIAN
PURCHASING DEPARTMENT**

NO BID NOTIFICATION

BID TITLE: _____

BID NUMBER: _____

SUPPLIER NAME: _____

ADDRESS: _____

AGENT'S NAME: _____ TELEPHONE: _____

The CITY OF MIDLOTHIAN is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as a bidder and a supplier of materials and equipment. Therefore, it is important for us to determine why you are not bidding on this item. We will analyze your input carefully and try to determine if future changes are needed in our specifications and procedures.

I did not bid for the following reasons: (PLEASE CHECK ONE OF THE LISTED REASONS)

- _____ Do not supply the requested product.
- _____ Quantities offered are too small or too large to be supplied by your company. (Please circle one of the underlined.)
- _____ Specifications are "too tight" or written around a particular product. (Please elaborate on this item.)
- _____ Cannot bid against manufacturer or jobber on this item. (Please circle one of the underlined).
- _____ Time frame for bidding was too short for my organization.
- _____ Not awarded a previous contract by the City when you felt you were low bidder.
- _____ Other _____

Failure to submit a bid or no-bid notification may result in removal from future bidders' lists.

~~~~~  
If you wish to remain on the City's bid list for this item, please indicate:

\_\_\_\_\_ I wish to remain. \_\_\_\_\_ I do not wish to remain.

STATE OF TEXAS           §  
                                     §  
COUNTIES OF DALLAS    §  
AND ELLIS                 §

**INTERLOCAL COOPERATION AGREEMENT**

This Agreement is by and among the City of Cedar Hill, Texas ("CEDAR HILL"), the City of Duncanville, Texas ("DUNCANVILLE"), the City of Lancaster, Texas ("LANCASTER"), the City of DeSoto, Texas ("DESOTO"), the City of Midlothian, Texas ("MIDLOTHIAN"), the City of Red Oak, Texas ("RED OAK") and the City of Venus, Texas ("VENUS") (collectively referred to as the "PARTIES") acting by and through their authorized officers.

**RECITALS:**

**WHEREAS**, this AGREEMENT is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

**WHEREAS**, Section 271.102 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

**WHEREAS**, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

**WHEREAS**, the PARTIES desire to enter into a Cooperative Purchasing program which will allow each party to purchase goods and services from vendors under contracts made by one or more of the PARTIES herein pursuant to Subchapter F, Chapters 271 of the TEX. LOC. GOV'T CODE; and

**WHEREAS**, each party that purchases goods and services pursuant to this AGREEMENT shall pay for such goods and services from current revenues available to such party;

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the PARTIES agree as follows:

**ARTICLE I  
PURPOSES**

1. The purpose of this AGREEMENT is to establish a Cooperative Purchasing Program among the PARTIES which will allow each party to individually purchase goods and services from vendors under a contract made pursuant to this AGREEMENT. The purpose of this AGREEMENT is to allow individual parties to purchase goods and services from current bids and/or contracts established by any party to this AGREEMENT. All bids and/or contracts established by any party to this AGREEMENT shall be awarded in compliance with the procedure and requirements for competitive bidding and proposals in Chapter 252, Texas Local Government Code.

**ARTICLE II  
WITHDRAWAL OF PARTY**

2. Any party may withdraw and terminate its participation under this AGREEMENT by providing thirty (30) days prior written notice to each of the other PARTIES. In the event of withdrawal of a party, this AGREEMENT shall continue in full force and effect so long as there are at least two or more parties to this AGREEMENT.

**ARTICLE III  
ADDITIONAL PARTIES**

3. Additional units of local government including counties, municipalities, special districts, school districts, junior colleges, regional planning commissions or other political subdivisions of the State may become a party to this AGREEMENT and thereby participate in the Cooperative Purchasing Program established herein by an appropriate amendment to this AGREEMENT approved by the governing body of each of the PARTIES.

#### ARTICLE IV TERMINATION

4. This AGREEMENT may be terminated with the mutual written consent of all parties.

#### ARTICLE V PURCHASING COMMITTEE

5. It is hereby established a Purchasing Committee (the "COMMITTEE") consisting of the person responsible for the purchasing function for each party or other person designated by each party to act under the direction of, and on behalf of, that party in all matters relating to the Cooperative Purchasing Program established herein. The COMMITTEE may adopt rules and procedures for the conduct of its business in the furtherance of the Cooperative Purchasing Program.

6. The COMMITTEE on an annual or other basis as determined by the COMMITTEE from time to time shall determine the goods or services that are subject to the Cooperative Purchasing Program established herein.

7. The COMMITTEE shall develop terms and conditions to be incorporated in the advertisement for competitive bids and for contracts awarded pursuant to this Cooperative Purchasing Program including but not limited to the following:

- a. Each party to this AGREEMENT shall be entitled to individually purchase goods or services directly from the vendor by making payments directly to the vendor;
- b. Each party shall be entitled to individually order or request the goods and services separately and be separately invoiced by the vendor;
- c. Each party that purchases goods or services from a vendor shall be liable only for the goods or services ordered and received by such party;
- d. The purchase of goods or services from a vendor pursuant to a contract awarded under the Cooperative Purchasing Program does not create any joint or concurrent liability for any party that does not purchase such goods or services; and
- e. Any dispute or claim arising between or among the vendor and any party hereto which purchases goods or services from such vendor shall be the sole responsibility of and be resolved by that individual party and the vendor.

8. No party hereto shall be responsible for a vendor's compliance with the provisions relating to the quality of items and terms of delivery, such being the sole responsibility of the party (or parties) purchasing goods or services directly from a vendor awarded a contract pursuant to this Cooperative Purchasing Program.

9. Nothing in this AGREEMENT shall prevent any party from advertising for and awarding contracts for goods or services separate and apart from this Cooperative Purchasing Agreement, nor shall any party be obligated to purchase goods or services from a contract awarded pursuant to this AGREEMENT.

10. Each party shall through their designated representative cooperate to provide a program for the purchase of goods and services commonly utilized by the PARTIES, and under such program may purchase goods or services from vendors under present and future contracts with any party hereto.

11. Each party will enter into individual contracts with the vendors under the Cooperative Purchasing Program provided under this AGREEMENT. Each party shall be individually responsible for payment directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such individual contracts.



# **ARTICLE VI RELEASE AND INDEMNIFICATION**

12. Each party hereto waives all claims against, releases, and otherwise holds the other PARTIES, their officials, officers, agents and employees in both their public and private capacities, harmless from any and all liability, claims, suits, demands, losses, damages, attorney's fees (including all expenses of litigation or settlement), or causes of action of any kind which may arise by reason of an injury to or death of any person or for a loss of, damage to, or loss of use of any property arising out of or in any way related to this AGREEMENT and/or the Cooperative Purchasing Program, including any acts or omissions of the PARTIES' respective officials, officers, agents or employees, relating to or arising out of the performance of this AGREEMENT, except when any such claim or demand arises or results from the intentional tort and/or gross negligence of any party hereto. In the event any claim or demand arises out of or results from the intentional tort and/or gross negligence of a party hereto, then in that event, the party guilty of such intentional tort and/or gross negligence shall indemnify and hold harmless the other PARTIES who are innocent of any intentional tort or gross negligence of and from all liability, claims, suits, demands, losses, damages and attorney's fees resulting from the intentional tort and/or gross negligence.

13. In the event of a claim or case which subjects the PARTIES to joint liability and which does not result or arise from the intentional tort and/or gross negligence of any party hereto, it is the agreement of the PARTIES that each shall be responsible for one-seventh (1/7) of the payment of any and all liability, claims, suits, demands, losses, damages and attorney's fees, including all costs of litigation or settlement. Under such circumstances, in no event shall any party hereto be liable for damages other than for one-seventh (1/7) of such cost.

14. It is expressly understood and agreed that, in the execution of this AGREEMENT, no party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this AGREEMENT, the PARTIES do not create any obligations, expressed or implied, other than those set forth herein, and this AGREEMENT should not create any rights in any parties not signatory hereto.

# **ARTICLE VII MISCELLANEOUS**

15. Relationship of Parties: This AGREEMENT is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

16. Notice: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth opposite the signature of the party.

17. Severability: In the event any one or more of the provisions contained in this AGREEMENT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this AGREEMENT.

18. Governing Law: The validity of this AGREEMENT and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this AGREEMENT shall be in the State District Court of Dallas County, Texas.


19. Entire Agreement: This AGREEMENT represents the entire agreement among the parties with respect to the subject matter covered by this AGREEMENT. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this AGREEMENT.

20. Recitals: The recitals to this AGREEMENT are incorporated herein.

21. Counterparts: This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

EXECUTED this 7<sup>th</sup> day of November, 2011

CITY OF CEDAR HILL, TEXAS

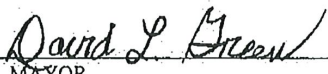
By:   
MAYOR

ATTEST:

By:   
CITY SECRETARY

EXECUTED this 13<sup>th</sup> day of February, 2012

CITY OF DUNCANVILLE, TEXAS


By:   
MAYOR

ATTEST:

By:   
CITY SECRETARY

EXECUTED this 12<sup>th</sup> day of March, 2012

CITY OF LANCASTER, TEXAS

By:   
Opal Mauldin Robertson, City Manager

ATTEST:

By:   
CITY SECRETARY



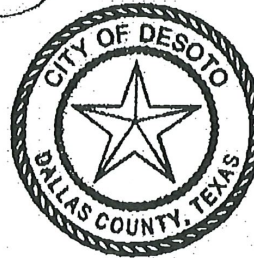
EXECUTED this 7<sup>th</sup> day of February 2012

CITY OF DESOTO, TEXAS

By: [Signature]  
MAYOR

ATTEST:

By: [Signature: Laura Hallmark]  
CITY SECRETARY



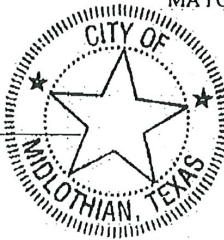
EXECUTED this 14<sup>TH</sup> day of SEPTEMBER 2010

CITY OF MIDLOTHIAN, TEXAS

By: [Signature: Roy R. Whaley]  
MAYOR

ATTEST:

By: [Signature: Jim Jameson]  
CITY SECRETARY



EXECUTED this 14<sup>th</sup> day of MARCH 2011

CITY OF RED OAK, TEXAS

By: [Signature]  
MAYOR

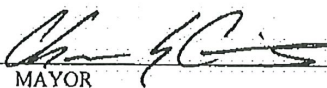
ATTEST:

By: [Signature: Cynthia Oelguin]  
CITY SECRETARY



EXECUTED this 30 day of August, 2010

CITY OF VENUS, TEXAS

By:   
MAYOR

ATTEST:

By: 

CITY SECRETARY

**RESOLUTION NO. 2023-152**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PURCHASE OF EMERGENCY MEDICAL SUPPLIES FROM LIFE-ASSIST, INC., THROUGH THE CITY OF MIDLOTHIAN CONTRACT 2020-28 FOR THE UNIT PRICES BID WITH AN ESTIMATED EXPENDITURE AMOUNT OF \$50,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary to provide effective, efficient, and emergency medical services to the City of Duncanville; and

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

**WHEREAS**, the City of Midlothian has taken competitive sealed bids and awarded a contract for emergency medical supplies to Life-Assist, Inc. Products; and

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

**WHEREAS**, the City of Duncanville entered into an Interlocal Agreement with the City of Midlothian to purchase emergency medical supplies through its contract from Life-Assist, Inc.;

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

**SECTION 1.** That the City Council of the City of Duncanville does hereby authorize purchases to be made from the contract through a two-year term for the unit prices attached hereto and incorporated herein as Exhibit A with an estimated contract term expenditure of \$50,000.00.

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

**SECTION 3.** The City Council of the City of Duncanville has budgeted funds available accounts 01077300-700226 for emergency medical supplies.

**SECTION 4.** This Resolution shall become effective immediately upon its passage.

**DULY PASSED** and approved by the City Council of the City of Duncanville, Texas, on this the 21<sup>st</sup> day of November 2023.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Chiquita Taylor, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney



# STAFF REPORT

**MEETING: City Council - 21 Nov 2023**

**TITLE:**

Consider a Resolution of the City Council of the City of Duncanville, Texas, authorizing an Addendum to the Billing and Collections of Emergency Medical Services Fees Contract with Emergicon, LLC, adding supplemental payment recovery assistance services through Public Consulting Group, Inc. for a service fee not to exceed 15% of the supplemental payments recovered by the Contractor on behalf of the City.

**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**

**Kevin Bragg, EMS Division Chief**

**BACKGROUND/HISTORY:**

In March of 2023, the Duncanville Fire Department reached out to our billing company, Emergicon, LLC, to inquire about services to include participating in the Texas Ambulance Supplemental Payment Program. Emergicon, LLC contracts with a third-party service, Public Consulting Group, Inc. to administer this program. The program is designed to allow entities providing emergency ambulance services to recover some uncompensated and under-compensated costs from the transportation of patients to emergency rooms. These unrecovered costs are due to non-payment or Medicaid set compensation percentages for payment of ambulance services. Public Consulting Group, Inc. administers the program through data collection and report preparation to be submitted to the State each year.

In the past, the City of Duncanville has been able to utilize contracted services to receive between \$134,868.22 and \$357,048.43 in recovered cost.

The requested Addendum will provide an amendment to the existing contract with Emergicon, LLC by adding the supplemental payment recovery assistance services through Public Consulting Group, Inc.

Public Consulting Group, Inc. uses a tiered pricing structure for this service. Based on historical recovery trends, their service fee will equal 15% of the total supplemental payments recovered by the contractor on behalf of the City for administering this process.

**POLICY EXPLANATION:**

The Texas Supplemental Ambulance Payment Program (TASPP) provides ambulance service providers a means to recover offset losses incurred when treating and transporting Medicaid beneficiaries and uninsured patients. The requested Addendum adds services provided by Public Consulting Group, Inc. to the existing contract, and provides the means by which Public Consulting Group, Inc. is compensated for administering the data collection and reporting to the State annually. This request is in compliance with TLGC 252.048.

The Duncanville Fire Department has received TASPP funds in previous years in the following amounts: (2017) - \$357,048.43, (2018) - \$307,088.00, (2019) - \$175,362.77, (2020) - \$176,411.53, (2021) \$263,209.14.

The Fire Department included a line item in our FY24 budget for the TASPP service fee in the amount of \$15,000.00. This number is an estimated cost which is subject to increase if the total TASPP recovery cost exceeds \$100,000.00.

**FUNDING SOURCE:**

**ORG and Object Number**

01077300-700450 (Advanced Life Support - Service Contracts)

| <u>Available Budget</u> | <u>Purchase Amount</u> | <u>After Encumber</u> |
|-------------------------|------------------------|-----------------------|
| \$78,785.00             | \$15,000.00            | \$63,785.00           |

**ACTION ALTERNATIVES:**

1. Approve an Addendum to the Billing and Collections of Emergency Medical Services Fees Contract with Emergicon, LLC, adding supplemental payment recovery assistance services through Public Consulting Group, Inc. for a service fee not to exceed 15% of the supplemental payments recovered by the Contractor on behalf of the City.
2. Do not approve an Addendum to the Billing and Collections of Emergency Medical Services Fees Contract with Emergicon, LLC, adding supplemental payment recovery assistance services through Public Consulting Group, Inc. for a service fee not to exceed 15% of the supplemental payments recovered by the Contractor on behalf of the City.
3. Other actions as directed by Council.

**ATTACHMENTS:**

[Duncanville.Addendum Agreement to the Services Agreement btwn Emergicon and Duncanville Resolution No. - 2023-126 - Addendum to Billing and Collections of Emergency Medical Services Fee Contract with Emergicon, LLC. - Pdf](#)

**ADDENDUM  
TO THE SERVICES AGREEMENT  
BETWEEN EMERGICON, LLC AND CITY OF DUNCANVILLE**

This addendum is entered into by and between EMERGICON, LLC and Public Consulting Group, Inc. and CITY OF DUNCANVILLE as of

**WHEREAS**, Emergicon and the City of Duncanville previously executed and entered into a Professional Services Agreement for ambulance billing services, and

**WHEREAS**, the parties agree to amend the Agreement to include services for Medicaid and charity care reimbursements.

**THEREFORE**, for good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties hereby agree as follows:

PCG will provide CONTRACTED SERVICES and amend the primary agreement as provided in Attachment A.

COMPENSATION & TERM for CONTRACTED SERVICES and amend the primary agreement as provided in Attachment B.


All other terms, conditions and provisions of the Professional Services Agreement remain in full force and in effect and are not modified by this amendment.

**IN WITNESS WHEREOF**, CITY OF DUNCANVILLE and PCG have executed this Amendment as of the date stated above.

**CITY OF DUNCANVILLE**

**PCG**

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Christopher Turner

Title: \_\_\_\_\_

Title: CEO

Date: \_\_\_\_\_

Date: March 29<sup>th</sup>, 2022

**ATTACHMENT A:**  
**CONTRACTED SERVICES**

***“2.k Cost Report Ambulance Supplemental Payment Program Services***

EMERGICON, LLC and Public Consulting Group, Inc. will work with the City of Duncanville to analyze and report costs for Medicaid, Uninsured, and Charity Care, which will help the City of Duncanville realize revenue related to an Ambulance Services Supplemental Payment Program as administered by the State of Texas Health and Human Services Commission (HHSC).

PCG's services will include:

- Conducting a thorough review of operational and administrative costs to determine 2 CFR Part 200 allowable costs to report on a cost report approved by HHSC.
- Conducting comprehensive analysis of the billing reports, ensuring that key data elements such as dates of service, procedure codes, charges and payments related to Medicaid, Uninsured, and Charity Care are screened and accurately accounted for in the cost report.
- Developing and applying appropriate cost allocation methodologies using the utilization data produced by City of Duncanville’s Computer Aided-Dispatch (CAD) system.
- Submitting annual cost reports approved by HHSC, on behalf of the City of Duncanville to HHSC that will allow the City of Duncanville to realize incremental revenue under the Ambulance Supplemental Payment Program.
- Refining the cost reports and/or other items of cost based on the review from HHSC and/or CMS.
- Providing Medicaid subject matter expertise and representation during the HHSC review and approval of the submitted cost reports.
- Drafting responses, providing supporting documentation, and conducting comprehensive billing reconciliations as required during HHSC desk review process.
- Working with the City of Duncanville to present updates and status reports to the City of Duncanville’s administrative body or other interested parties within the community, as necessary, to help educate and inform them on the progress of this initiative.
- Acting as a liaison between HHSC and the City of Duncanville to address any questions and keep the City of Duncanville informed on changes in state and federal regulations.



## ***2. L Medicaid Average Commercial Rate Supplemental Payment Program Services***

EMERGICON, LLC and Public Consulting Group, Inc. (“PCG” or PCG) will work with the City of Duncanville to analyze and calculate average commercial rate data that will help the City of Duncanville receive funds related to the Enhanced Reimbursements for Qualifying Publicly Owned Ground Emergency Ambulance Service Providers, as administered by HHSC. Upon approval, this program will allow for Average Commercial Rate reimbursement for Medicaid fee for service and Medicaid managed care transports.

PCG will perform the following services to ensure that the City of Duncanville will maximize reimbursement while mitigating audit risk.

- Working on behalf of the City of Duncanville to receive approval of the program by HHSC and the Centers for Medicare and Medicaid Services (CMS), including:
  - Drafting Medicaid state plan and Medicaid preprint forms to facilitate HHSC and CMS approval.
  - Reviewing Medicaid state plan amendment materials and changes to the Texas Administrative Code to ensure program requirements are developed in the best interests of the City of Duncanville.
  - Drafting responses to requests for additional information from HHSC and CMS.
  - Providing representation in meetings with HHSC leadership on behalf of the City of Duncanville to obtain program approval.
- Completing the application to enroll the City of Duncanville in the program.
- Preparing fiscal impact analysis and presenting results to the City of Duncanville to demonstrate the benefits of the program.
- Providing support and education to the City of Duncanville’s leadership on intergovernmental transfer (IGT) funding requirements.
- Preparing draft contract documents to facilitate average commercial rate reimbursement with Medicaid managed care organizations.
- Assisting with contracting efforts with Medicaid managed care organizations.
- Collecting average commercial billing data to complete payment calculations, including:
  - Verifying commercial carrier data to ensure appropriate inclusion of payment rates.
  - Determining which payment model is most advantageous to the City of Duncanville, for example an overall payment per transport or per procedure code payment model.
  - Analyzing claims data to determine the total payment per transport.
  - Excluding certain transports that are not emergent in nature.
- Completing the rebasing of the average commercial rate survey.

- Analyzing and verifying commercial rate data to validate payment receipts, including pulling remits from commercial payments to validate payment levels.
- Conducting comparative analysis to identify significant quarter to quarter trends in billing and financial data.
- Providing comprehensive audit support, including but not limited to conducting reviews of all average commercial rate calculations, performing detailed analysis of billing reports generated by HHSC to ensure that all allowable charges and payments are encompassed in the calculation of the supplemental payment, and drafting letters and providing supporting documentation to meet Medicaid requirements and expedite supplemental payments.
- Providing ongoing technical assistance on programmatic and policy issues related to the Ambulance Supplemental Payment Program.

**ATTACHMENT B:**  
**COMPENSATION & TERM**

***10. m Supplemental Payment Program Services***

In consideration of the professional services to be performed by EMERGICON, LLC and Public Consulting Group, Inc. under the terms of this Agreement, the City of Duncanville shall pay PCG for services performed according to a tiered fee structure. The fee paid by the City of Duncanville will be based on the City of Duncanville's total Medicaid and uninsured charges for the corresponding federal fiscal year for the claim for supplemental reimbursement.

**Tiered Pricing Structure for Supplemental Payment Program Contracted Services**

| <b>Medicaid &amp; Uninsured Charges for Fiscal Year</b> | <b>Contingency Fee</b> |
|---------------------------------------------------------|------------------------|
| <b>&gt;\$2,000,000</b>                                  | 6.0%                   |
| <b>&gt;\$1,000,000 to \$2,000,000</b>                   | 9.0%                   |
| <b>&gt;\$500,000 to \$1,000,000</b>                     | 12.0%                  |
| <b>\$0 to \$500,000</b>                                 | 15.0%                  |

The contingency fee will be charged based on the new revenues realized through the supplemental payment programs.

The term for supplemental payment program services performed by PCG under this amendment will include the Federal Fiscal Year 2022 that ends with the issuance of payment from the State of Texas to City of Duncanville, estimated to occur by September 30, 2022. This amendment shall renew automatically, on the same terms identified herein, for a period of one year from each anniversary date of this amendment, unless either party provides no less than thirty (30) days' notice of non-renewal prior to the end of the current term.

**RESOLUTION NO. 2023-126**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN ADDENDUM TO THE BILLING AND COLLECTIONS OF EMERGENCY MEDICAL SERVICES FEES CONTRACT WITH EMERGICON, LLC., ADDING SUPPLEMENTAL PAYMENT RECOVERY ASSISTANCE SERVICES FOR A SERVICE FEE EQUAL TO 15% OF THE SUPPLEMENTAL PAYMENTS RECOVERED BY THE CONTRACTOR ON BEHALF OF THE CITY, AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Duncanville currently contracts with Emergicon, LLC. for Billing and collections of Emergency Medical Service Fees; and

**WHEREAS**, the City of Duncanville wishes to participate in the Texas Ambulance Supplemental Payment Program (TASPP) allowing the City of Duncanville to recover a portion of uncompensated and under-compensated cost from the transportation of patients to emergency rooms; and

**WHEREAS**, Emergicon, LLC. offers supplemental payment recovery assistance services through a third-party service, Public Consulting Group, Inc. to administer this program

**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 does hereby authorize an Addendum to the Billing and Collections of Emergency Medical Services Fees Contract with Emergicon, LLC, adding Supplemental Payment Recovery Assistance Services through Public Consulting Group, Inc., for a service fee equal to 15% of the supplemental payments recovered by the Contractor on behalf of the City of Duncanville.

**SECTION 2.** 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 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 21st day of November, 2023.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Chiquita Taylor, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney



# STAFF REPORT

**MEETING: City Council - 21 Nov 2023**

**TITLE:**

Consider a Resolution authorizing a professional services agreement with On Duty Health for Annual Firefighter Medical Assessments for an expenditure amount not to exceed \$192,105.81 over the next five (5) 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:**

**Sam Rohde, Fire Chief**

**BACKGROUND/HISTORY:**

In FY16, the Duncanville Fire Department implemented a policy to provide mandatory annual NFPA 1582 compliant medical assessments for every member of the department. Firefighter medical assessments provide more in-depth assessments than the standard physical provided by most doctor offices. These assessments include:

- Hands-on Physical Examination
- Extensive Blood Analysis
- Urinalysis
- Vision Testing
- Hearing Testing
- Pulmonary Capacity
- Stress ECG Test
- Ultrasound Enhanced Cancer Screening
- Infectious Disease Screening
- Cancer Marker Screening
- Basic Physical Strength / Muscle Endurance Test
- Flexibility
- Behavioral Health

**POLICY EXPLANATION:**

There are a limited number of vendors who provide professional services for NFPA 1582 firefighter medical assessments, and only one vendor in the State of Texas, On Duty Health, who provides on-site medical assessments. Duncanville Fire Department has contracted with On Duty Health for the last four years to perform medical assessments for all fire personnel. On Duty Health also provides these services to our regional partners, Cedar Hill Fire Department and DeSoto Fire Rescue.

Professional services of annual NFPA 1582 Firefighter Medical Assessments are available from On Duty Health for an initial term that expires on September 30, 2029 (see Exhibit A). This authorization would allow staff to contract professional services for NFPA 1582 annual firefighter medical assessments potentially through September 30, 2029 with an expenditure amount not to exceed \$192,105.81 through the term of the Contract periods (FY24 - \$37,284.00, FY25 - \$37,284.00, FY26 - \$37,284.00, FY27 - \$39,148.20, FY28 - \$41,105.61).

The procurement of services offered by On Duty Health meets the criteria for an exemption for sole source procurement as allowed under Local Government Code Section 252.022 – Purchasing and Contracting Authority of Municipalities.

Funding amounts listed below are for FY24, as FY25-FY28 budgets have not been approved yet.

**FUNDING SOURCE:**

**ORG and Object Number**

01077200-700451 (FIRE SUPPRESSION - PROFESSIONAL SERVICES)

| <u>Available Budget</u> | <u>Purchase Amount</u> | <u>After Encumber</u> |
|-------------------------|------------------------|-----------------------|
| \$51,477.03 (FY24)      | \$37,284.00 (FY24)     | \$14,193.03           |

**ACTION ALTERNATIVES:**

1. Approve a professional services agreement with On Duty Health for Annual Firefighter Medical Assessments for an expenditure amount not to exceed \$192,105.81.
2. Do not approve a professional services agreement with On Duty Health for Annual Firefighter Medical Assessments for an expenditure amount not to exceed \$192,105.81.
3. Other actions as directed by Council.

**ATTACHMENTS:**

[Sole Source Memo - On Duty Health](#)  
[Exhibit A - Proposal for Duncanville, TX FD - 10-16-2023 - 5 Year Contract starting CY 2024](#)  
[Resolution No. - 2023-149 - Professional Services Contract with On Duty Health for Annual Firefighter Medical Assessments - Pdf](#)

City of Duncanville  
203 E. Wheatland Rd  
Duncanville, TX 75116  
972.780.4900 P | 972.780.4949 F  
[www.duncanvilletx.gov](http://www.duncanvilletx.gov)



# Memo

|                |                                                                       |
|----------------|-----------------------------------------------------------------------|
| <b>Date</b>    | October 5, 2023                                                       |
| <b>To</b>      | Robert Brown, Jr., City Manager (Interim)                             |
| <b>Thru</b>    | Elton D. Brock, MBA, CTCM, CTPM, CPSM, CPM, Chief Procurement Officer |
| <b>Thru</b>    | Sam Rohde, Fire Chief <i>SKR</i>                                      |
| <b>Thru</b>    |                                                                       |
| <b>From</b>    | Lacey Freeman, Fire Department Executive Assistant <i>[Signature]</i> |
| <b>Subject</b> | Sole Source for On Duty Health                                        |

**Request:**

Approve a sole source contract renewal with On Duty Health for Firefighter Annual Medical Assessments that meet NFPA 1582 requirements.

**Justification:**

The Duncanville Fire Department provides its personnel with the required NFPA 1582 annual firefighter medical assessment. There are a limited number of vendors who provide these professional services meeting NFPA 1582 standards, and only one vendor in the State of Texas, On Duty Health, who provides on-site medical assessments. Duncanville Fire Department has contracted with On Duty Health for the last four years to perform such assessments. On Duty Health also provides services to our regional partners, Cedar Hill Fire Department and DeSoto Fire Rescue. Duncanville Fire Department, and its regional fire partners, are happy with the professional services and outstanding customer support provided by On Duty Health.

Duncanville Fire Department is recommending approval of a sole source contract renewal with On Duty Health for Firefighter Annual Medical Assessments that meet NFPA 1582 requirements.



Firefighter & Physician Owned



Keeping Firefighters  
Healthy & Fit For Service





Keeping Firefighters  
Healthy & Fit For Service

► Proposal for  
**Duncanville, TX Fire Department**

**NFPA-1582 Firefighter Health  
and Fitness Assessments**

**On-site Occupational Health  
Providers Specialized in  
Firefighter Health**

---

Prepared For  
**Lacey Freeman, Executive Assistant**

Proposed On  
**10-16-2023**

**Note: Five Year Contract starting CY 2024**

**On Duty Health**  
First Responder Health

2028 E Ben White Blvd, STE 240-4949  
Austin, TX 78741

512.655.3578  
info@onduty.health

Dear Lacey:

Thank you for your proposal request from On Duty Health regarding your upcoming annual firefighter health & fitness assessments. We take very seriously the high calling that it is to serve this critical population. And we're confident that we'll provide you with expert health assessments as well as excellent customer service.

Included in this proposal, you'll find the outline of services we offer, including a full NFPA 1582, 1583 and WFI compliant annual assessment at your department. This includes a full body ultrasound screening, comprehensive labs, a maximal 12-lead EKG treadmill stress test (WFI protocol), TRUE VO2 Max testing, vision and audiometry testing, muscular strength and endurance testing, in-depth behavioral health assessment, and more.

Our medical record system is fully electronic, meaning that each of your members will always have a secure online portal through which they can track their health results year to year. And, we provide administration with a department-wide analytics dashboard to help inform your decisions on where to implement health improvement plans, with our guidance.

We also hope to partner with you to offer continuing services such as return-to-duty assessments, new hire assessments, health education seminars, behavioral health support, nutrition counseling and fitness training. Consider us your one-stop-shop for all your fire health needs.

We are Texas-based, and our Co-owner and Chief Operating Officer is a recently retired Texas Fire Chief with 28 years in the industry, bringing a firefighter-tailored experience and perspective to everything we do. We practice evidence-based medicine, following current peer-reviewed research, offering novel cancer screening tools such as the Galleri Multi-Cancer Detection Blood Test and Low Dose CT. Our physicians are board certified in cardiology, radiology, dermatology, general and preventative medicine. And our team of Physician Assistants, Nurse Practitioners, Ultrasound Technicians, Exercise Physiologists, Counselors, Nutritionists, Personal Trainers and Phlebotomists are all specifically trained in firefighter occupational health.

Again, thank you for your request. I'm hopeful that we'll be working together soon to help keep your firefighters healthy and fit for service. And please don't hesitate to call or email us if you have any questions.



Warm regards,

**Kristin Batla, DMSc, PA-C**  
Chief Medical Officer, Co-owner  
On Duty Health

## Highlights

- Full NFPA 1582, 1583, and WFI compliant annual assessment at your department.
- Full body ultrasound screening, including Radiology followup for abnormal findings
- CPET - Cardiopulmonary Exercise Testing (Maximal 12-lead EKG treadmill stress test (WFI protocol), including Cardiology followup for abnormal findings)
- TRUE VO2 Max testing
- Comprehensive labs and urinalysis
- Vision and audiometry testing
- Muscular strength and endurance testing
- In-depth behavioral health assessments
- Department-wide Health Dashboards
- Return-to-duty assessments
- New hire assessments
- Health education seminars
- Behavioral health support
- Nutrition counseling
- Fitness training
- Conducting, participating in, and incorporating the latest research in firefighter health



## Company Profile

On Duty Health is a physician, firefighter and female-owned, customer-service-centered healthcare company specifically specialized in mobile firefighter health. We currently serve over 5,400 first responders in 104 agencies across Texas, California and Missouri with our comprehensive annual health and fitness assessments.

This company was founded specifically to improve health outcomes for firefighters; a highly at-risk population. These risks include:

### Cancers (NIOSH)

- 9% higher risk of being diagnosed with cancer
- 14% higher risk of dying from cancer
- Significantly higher risk for specific types of cancer

### Cardiac Deaths (NFPA)

40-50% of annual duty-related fatalities

### Behavioral Health Issues (IAFF)

- 19% experienced suicidal thoughts
- 27% struggled with substance abuse
- 65% suffer from PTSD
- 80% said asking for help would make them seem “weak”



With the above statistics in mind, our system has been designed to identify life threatening issues early so a firefighter may have the best chance at not only surviving, but thriving well into retirement. We are fully NFPA-compliant, but go well beyond the NFPA standards by incorporating the latest research and knowledge in firefighter-specific health concerns. And, we bring the best value for your taxpayer dollars by focusing on providing the most comprehensive option, for the best pricing; This includes providing our full physical assessment for every member, every year, as well as providing for Radiology and Cardiology followups when indicated.





**Leading the way  
in firefighter  
cancer  
cardiac | health  
behavioral**

## Proposals

### SILVER PACKAGE (Current - most popular)

| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Crew | Unit Price | Pricing            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------|--------------------|
| <b>SILVER HEALTH &amp; FITNESS ASSESSMENT PACKAGE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 52   | \$599      | \$31,148.00        |
| <b>Labs &amp; Urinalysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |      |            | Included           |
| <ul style="list-style-type: none"> <li>• Urinalysis</li> <li>• Complete Blood Count:</li> <li>• Complete Metabolic Panel</li> <li>• Lipid Panel with LDL/HDL Ratio</li> <li>• A1C</li> <li>• Thyroid Stimulating Hormone</li> <li>• Prostate Specific Antigen (<b>male members 40 and over</b>)</li> <li>• FIT Fecal Occult Screening Kit (<b>members 40 and over</b>)</li> <li>• On-Site Phlebotomy offered for \$29/pp. Fee excluded if utilizing a local LabCorp or Quest for the draws.</li> </ul> |      |            |                    |
| <b>Full Physical</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |      |            | Included           |
| <ul style="list-style-type: none"> <li>• Comprehensive Physical with Health History &amp; Vitals</li> <li>• Titmus V2 Advanced Vision Testing</li> <li>• Audiometry Testing</li> <li>• Skin Cancer Assessment</li> <li>• Behavioral Health Assessment</li> <li>• Review of Results w/ Personalized Health Plan</li> </ul>                                                                                                                                                                              |      |            |                    |
| <b>Cardiopulmonary Screening &amp; Fitness Assessment</b>                                                                                                                                                                                                                                                                                                                                                                                                                                              |      |            | Included           |
| <ul style="list-style-type: none"> <li>• Cardiopulmonary Exercise Testing (CPET) consisting of 12-lead EKG treadmill/stepmill stress test run to maximal volition utilizing WFI protocol, Blood Pressure readings, and TRUE VO2 Max Testing)</li> <li>• Pulmonary Function Testing (Spirometry)</li> <li>• Metabolic Analysis w/ Body Composition</li> <li>• Muscular Endurance, Strength and Flexibility Evaluation</li> <li>• Cardiology followup interpretation for irregular results</li> </ul>    |      |            |                    |
| <b>Ultrasound Enhanced Cancer Screening</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                            |      |            | Included           |
| <ul style="list-style-type: none"> <li>• Ultrasound imaging of the heart with function, aorta &amp; aortic valves, carotid arteries, thyroid, liver, pancreas, gall bladder, spleen, kidneys, bladder, pelvic (women), testicular and prostate (men)</li> <li>• Radiology followup interpretation for irregular results</li> </ul>                                                                                                                                                                     |      |            |                    |
| <b>On Site Phlebotomy</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 52   | \$29       | \$1508             |
| <b>Cancer marker screening (CEA, CA 19-9, AFP, Amylase, Lipase) (-\$10/pp Discount)</b>                                                                                                                                                                                                                                                                                                                                                                                                                | 52   | \$89       | \$4628             |
| <b>Total</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |      |            | <b>\$37,284.00</b> |

## Additional Services Available

| Item                                 | Description                                                                                                                                                                                                                                                                  | Pricing          |
|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <b>Cancer Labs</b>                   | Galleri Multi-Cancer Early Detection Blood Test (50+ cancers)                                                                                                                                                                                                                | \$739            |
|                                      | OneTest (Tumor Biomarker Analysis)                                                                                                                                                                                                                                           | \$199            |
|                                      | CA-125 (ovarian cancer screening - women)                                                                                                                                                                                                                                    | \$49             |
|                                      | Cancer antigen 15-3 (CA 15-3) [breast cancer]                                                                                                                                                                                                                                | \$99             |
| <b>Other Labs</b>                    | Hepatitis A, B and C Test (Acute Hepatitis Panel)                                                                                                                                                                                                                            | \$69             |
|                                      | QuantiFERON Gold TB (Blood test)                                                                                                                                                                                                                                             | \$89             |
|                                      | Medical Professionals Urine Drug Screen (12 drug panel)                                                                                                                                                                                                                      | \$99             |
|                                      | Nicotine Screening (Urine)                                                                                                                                                                                                                                                   | \$49             |
|                                      | HIV testing                                                                                                                                                                                                                                                                  | \$49             |
|                                      | Heavy Metals Profile I, Blood (arsenic, lead, mercury)                                                                                                                                                                                                                       | \$129            |
|                                      | Heavy Metals Profile II, Blood (arsenic, cadmium, lead, mercury)                                                                                                                                                                                                             | \$159            |
|                                      | Cholinesterase (HazMat) testing                                                                                                                                                                                                                                              | \$69             |
| <b>Continuous Health Monitoring</b>  | Testosterone levels                                                                                                                                                                                                                                                          | \$49             |
|                                      | In a partnership with Transcend Health, we offer the option to have any or all members wear a smartwatch to monitor their health metrics 24/7, with on-call providers to guide their health.                                                                                 | \$100/mo         |
| <b>Personal Training</b>             | Our certified personal trainer can build individual or group packages to improve health outcomes through customized workout routines and demonstrations                                                                                                                      | \$199/mo         |
| <b>Nutrition Counseling</b>          | Each health assessment comes standard with nutrition recommendations. However, our licensed nutritionist can build individual or group packages to work with your members for guidance in meal planning, shopping, cooking, and more for enhanced health outcomes.           | \$199/mo         |
| <b>New Hire &amp; Return to Duty</b> | Available on an ongoing basis with regional scheduling (send member to us at a nearby agency), or Rapid Strike option.                                                                                                                                                       | Variable Pricing |
| <b>Mental Health Support</b>         | Each health assessment comes standard with a written and oral behavioral health assessment, designed for firefighters. For continued support, we use counselors & therapists that are specifically trained to meet the needs of your firefighter with PTSD support and more. | Variable Pricing |

## Health Dashboards

Awareness of your department's overall health is extremely important. We assist you by providing a de-identified Health Dashboard which shares various key health metrics, guiding you for improving the health and longevity of your crew. This data-driven model allows department administration to see exactly where attention and investment might be needed.



## Galleri 50+ Multicancer Test

We have partnered with Grail to offer the Galleri test, which is a revolutionary new blood test that can detect over 50 different types of active cancers. Incredibly, this test has a false positivity rate of 0.5% and a specificity of 99.5%. Our rate is drastically reduced from the standard price of \$949/pp (plus provider fees) due to an agreement with the IAFF. Click the picture to the right to learn more.



## Fiscal Responsibility

We offer the most competitive pricing, while also offering the most advanced, comprehensive exam available. Our COO, as a Fire Chief, has made it a priority for us to offer this high-level of service, while keeping costs down to ensure taxpayers that their dollars are being spent wisely. From our lower pricing, you can see one simple, but important reality: On Duty Health is focused on First Responder Health, not maximizing profits. An important principle in our pricing structure, is that no member should be left behind. That means, for most of our packages, every member is receiving the Ultrasound Screening *and* Stress Testing *every year*. While there is some research to support age stratification, where members under 40 receive these tests over longer intervals, we have found cancer and life threatening heart conditions in this younger population. Our system provides the most comprehensive option by including these important testing elements for each member every year.



## Research Driven

We are not only interested in utilizing the newest available research for firefighter health, we are interested in driving it. Currently, we are involved in multiple research studies to further firefighter health and wellness, particularly in regards to firefighter Behavioral Health, Cancer, and Cardiac Health. We are currently partnered with organizations such as the National Fire Academy, Fire Service Psychology Association, University of Arizona's Center for Firefighter Health Collaborative Research, the National Disease Research Interchange's Center for Fire, Rescue, and EMS Health Research, and Loma Linda University. With these current research projects, we are hoping to further the fire industry as a whole, by continuing to develop the best standards possible for firefighter health.





Texas Based

We were founded in, and are based in Texas. We currently serve 61 first responder agencies across Texas, spanning all major regions.

TX References:

Chief Russel Wilson, Mesquite Fire (DFW)  
[rwilson@mesquitefire.org](mailto:rwilson@mesquitefire.org)

Chief Sean Richardson, Little York Fire (Houston)  
[srichardson@hcesd17.org](mailto:srichardson@hcesd17.org)

Captain Kyle Williford, Richardson (DFW)  
[kyle.Williford@cor.gov](mailto:kyle.Williford@cor.gov)

Reviews:

\*\*\*\*\* Truly care about what they do to better the health of firefighters. Very honest and trustworthy with our people and family members. Would definitely recommend them if you are looking for a great company to come out and do your department's health assessments. -Battalion Chief Harry Hewlett, Schertz, TX FD

\*\*\*\*\* We have been using On Duty Health for a few years now and couldn't be happier. The staff is top notch and very professional and our guys now look forward to doing their physical. If you are looking to do NFPA 1582 physicals, these are your folks. -Chief Sean Richardson, Little York, TX FD

\*\*\*\*\* On Duty Health has been doing our health assessments for several years. From the administration staff through the on-site medical and fitness team, they have provided us with outstanding care. They are very professional and take their responsibility of assessing the firefighters seriously. -Assistant Chief Greg Chase, Duncanville, TX FD

\*\*\*\*\* On Duty Health has been a fantastic company to work with. After transitioning to them for our annual department physicals, our personnel have had nothing but positive things to say about the experience. The consensus, which is hard to get with 180 personnel, is that the thoroughness and quality of their services is far superior to our previous provider. In my position I interact with numerous vendors and On Duty is at the top of my list for the best to work with. From the ownership to the practitioners on site, everyone is professional and responsive to our needs. Communications are clear and timely, with a truly collaborative effort existing between our department and On Duty. I highly recommend On Duty Health to anyone looking into providers for their department's physicals. -Captain Kyle Williford, Richardson, TX FD

Current Texas Agencies:

Azle  
Balcones Heights  
Bellaire  
Bexar Bulverde  
Bexar County ESD 2  
Bracken  
Brownwood  
Buda  
Cedar Hill  
Cedar Park  
Cibolo  
Cisco  
Colleyville FD & PD  
Converse  
DeSoto  
Duncanville  
Eastex  
Ennis

Fate  
Fort Bend Co ESD 7  
Fulshear-Simonton  
Glenn Heights  
Guadalupe County  
Harker Heights  
Heath  
Huntsville  
Harris County ESD 17 (Little York)  
Irving  
Kirby  
Klein  
La Vernia  
Leander  
Leon Valley  
Live Oak  
Longview  
Marlin  
McLendon Chisholm

Melissa  
Mesquite FD & PD  
Mont Belvieu  
Murphy FD & PD  
Navasota  
Northwest VFD  
Red Oak FD & PD  
Richardson FD & PD  
Rockwall  
Royse City  
Schertz  
Selma  
Universal City FD & PD  
Waco  
Waxahachie  
Weatherford  
West University

---

## Contract to Enlist Services

If you agree with the above proposal and base pricing, **please sign and date below indicating your intent to enlist our services.**

**Signatures:**

**“Customer”: Duncanville, TX Fire Department**

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date



\_\_\_\_\_  
Kristin Batla, DMSc, PA-C  
Chief Medical Officer  
**“Company”: On Duty Health**

10-16-2023

\_\_\_\_\_  
Date

## Master Terms & Conditions

These Master Terms and Conditions (together with the Proposal/Purchase Order the Contract) govern all use of the Services from On Duty Health – Texas, PLLC, a Texas professional limited liability company (“Company”) by the “Customer”, as defined in the Proposal/Purchase Order (collectively the “Parties” and individually a “Party”).

1. Services. The Company shall provide the Customer’s employees with certain services (“Services”). Services consist of an annual on-site Physical/Fitness Assessment based on each member’s essential job functions as set forth in their applicable job description. “Fitness Assessment,” as defined by the National Fire Protection Association, includes a medical history evaluation, hands-on physical exam, blood analysis, urinalysis, vision testing, audiometry testing, pulmonary function testing, treadmill stress test with 12 lead EKG, cancer screening elements, in substantial compliance with NFPA 1582, NFPA 1583, and WFI (Wellness Fitness Initiative) standards.
2. Fee. The Customer shall pay the Company the fee set forth in the Proposal/Purchase Order for each Fitness Assessment. The Customer shall remit payment to the Company for all Services within thirty (30) days of receipt of the invoice. A 2% late fee charge will be assessed after 30 days, and for each month thereafter that the payment is delayed. Each annual round of assessments will be billed at the completion of that round. The pricing is considered “locked,” unless the number of members to be seen decreases by 15%.
3. Termination of Contract. The Customer may terminate the Contract, in whole or in part, with or without cause, without penalty, with ninety (90) days written notice. After this point, the Customer may not terminate the Purchase Order and shall be responsible for the fees for all Services performed, as described in the Purchase Order. The ninety (90) day termination period will reset each year on the day immediately following the completion of that year’s assessments. The Company also reserves the right to cancel the Contract, with or without cause, without penalty, with ninety (90) days written notice.
4. Contract Period. This proposal and agreement constitute a three (3) year contract, with the option to extend for two (2), one (1) year terms, for a total of five (5) potential years. Pricing is considered locked for a three (3) year period, with a five percent (5%) increase planned for years four (4) and five (5), respectively. The period begins as of the signing of this Contract and runs through the completion of the 5th annual round of assessments.
5. Employee List & Schedule. At least six (6) weeks before the Company performs the Services each year, the Customer shall provide the Company with a list of all employees that will receive the Services (based off of the “Roster Template” provided by the Company). At least two (2) weeks before the Company performs the Services each year, the Customer shall provide the Company with a Schedule of which employees will be seen at what date and time (based off of the “Schedule Template” provided by the Company).
6. Credits. If Customer has an employee(s) who will miss the assessments due to sickness or other reasons, the Customer will hold a “credit” for that employee for 200 days, and may work with Company to schedule them for their assessments at another time and place.
7. Location Reciprocity. The Customer agrees to allow a small number of members from other departments, if any, to be seen on their premises. This allows for make-up physicals if a member missed at a nearby department, return to duty or new hire physicals. As such, other nearby departments will be granting such reciprocity to The Customer.
8. Equipment. The Company agrees to provide all equipment and supplies necessary for the assessments, EXCEPT for a treadmill. The Customer agrees to provide a properly functioning treadmill (with variable speed and variable incline) and adequate space for the assessments to be conducted.

9. Notice. All notices hereunder must be in writing to the other Party. If to the Company, the notice shall be sent to:

Greg Batla  
Chief Executive Officer  
2028 E. Ben White Blvd, STE 240-4949  
Austin, TX 78741  
greg@onduty.health

10. Amendments. No amendment to or modification of this Contract will be effective unless it is in writing and signed by the Parties.
11. Force Majeure. The Company shall not be liable or responsible to the Customer, nor be deemed to have defaulted or breached this MTC, for any failure or delay in fulfilling or performing any term of this MTC when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage.
12. Relationship of the Parties. Each Party is acting independently; neither is an agent, servant, or employee of the other; and the Parties are not engaged in a joint enterprise.
13. Governing Law. This Contract shall be governed by Texas law.
14. Severability. If any provision of this Contract is held for any reason to be illegal, unenforceable or invalid, such holding will not affect the legality or validity of any of the other provisions herein.
15. Entire Agreement. This Contract constitutes the entire agreement between the Parties hereto and supersedes any other prior or contemporaneous agreement concerning the subject matter of this transaction, whether oral or written.
16. Assignment. This Contract may not be assigned without the prior written consent of the other Party, which may be granted or withheld in the sole discretion of the Party being asked to consent.
17. Confidentiality. In the course of performing the Services, the Parties recognize that Company may come in contact or become familiar with information that Customer may consider confidential. Company agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate Customer personnel or their designees.
18. Governmental Immunity. This Contract is expressly made subject to Customer's governmental immunity under the Texas Civil Practice and Remedies Code and all applicable state and federal law. The Parties hereto expressly agree that no provision of this Contract is in any way intended to constitute a waiver of any immunities from suit or from liability that Customer has by operation of law.
19. Agreement. In signing the Proposal/Purchase Order above, Customer agrees to the entirety of the terms and conditions set forth, as amended, in this Master Terms and Conditions.

Contact

512.655.3578  
info@onduty.health

Texas:  
2028 E Ben White Blvd, STE 240-4949  
Austin, TX 78741

California:  
1752 E Lugonia Ave, STE 117-4949  
Redlands, CA 92374

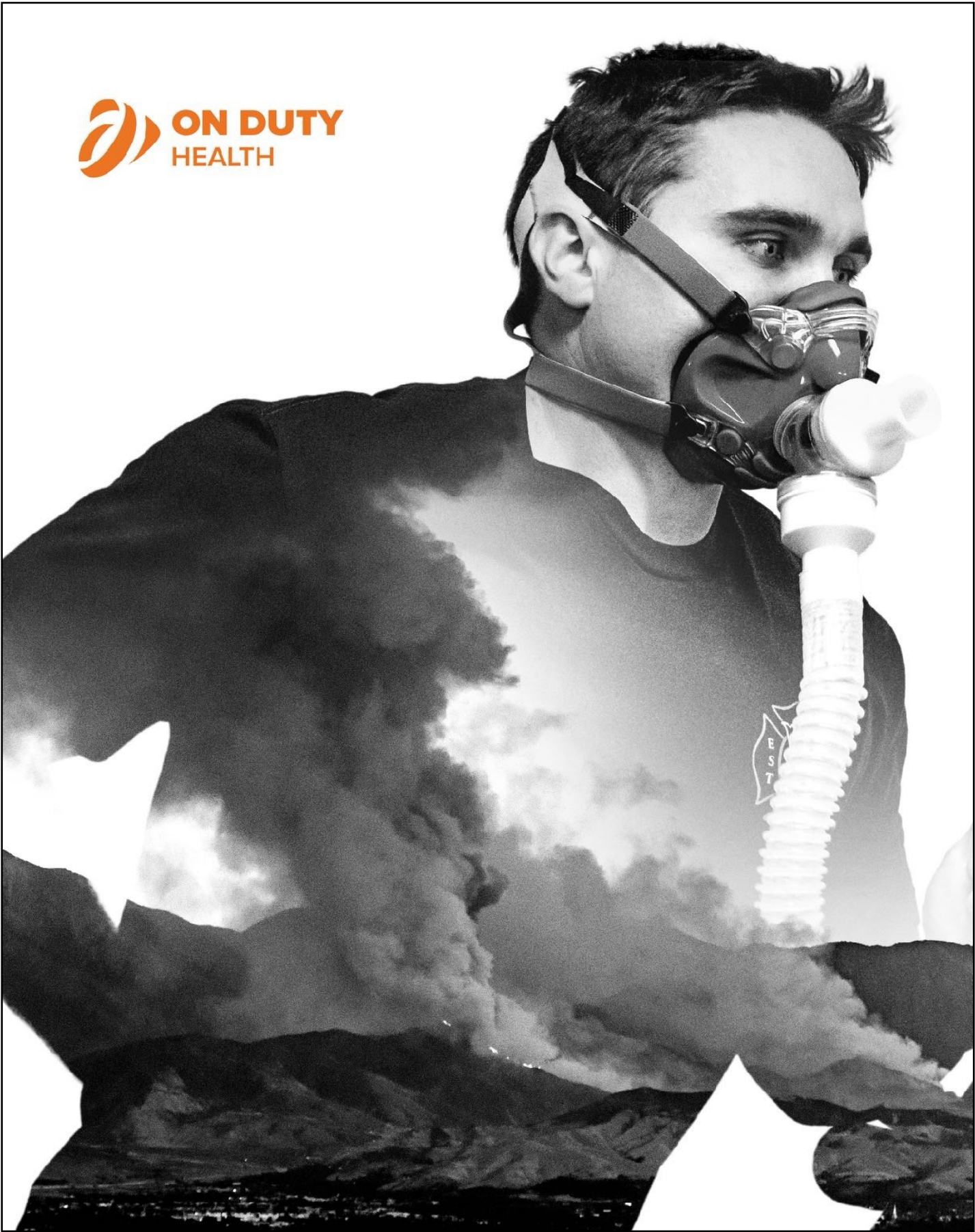
[www.onduty.health](http://www.onduty.health)



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 **ON DUTY**  
HEALTH

**RESOLUTION NO. 2023-149**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVES AN AGREEMENT WITH ON DUTY HEALTH FOR ANNUAL FIREFIGHTER MEDICAL ASSESSMENTS IN EXPENDITURE AMOUNT NOT TO EXCEED \$192,105.81; PROVIDING FOR EXECUTION OF APPROPRIATE PURCHASE ORDERS; PROVIDING A NON-APPROPRIATION CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary to provide NFPA 1582 annual firefighter medical assessments to all fire personnel; and

**WHEREAS**, the City of Duncanville has obtained a quote from On Duty Health for annual firefighter medical assessments; and

**WHEREAS**, On Duty Health is the sole source provider of NFPA 1582 annual firefighter medical assessments; and

**WHEREAS**, the City Council of the City of Duncanville, Texas, desires to authorize a professional services agreement with On Duty Health for annual firefighter medical assessments for an expenditure amount not to exceed \$192,105.81.

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

**SECTION 1.** The City Council of the City of Duncanville, Texas, hereby approves an agreement with On Duty Health for annual firefighter medical assessments through a fire year term incorporated herein as Exhibit A with an estimated three-year full contract term expenditure not to exceed \$192,105.81. (FY24 - \$37,284.00, FY25 - \$37,284.00, FY26 - \$37,284.00, FY27 - \$39,148.20, FY28 - \$41,105.61).

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

**SECTION 3.** The City Council of the City of Duncanville has budgeted funds available in account 01077200-700451 for annual firefighter medical assessments; and

**SECTION 4.** That On Duty Health recognizes that the continuation of any contract after the close of, or during, any given fiscal year of the City of Duncanville, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the City of Duncanville providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will actually be adopted as this

Page 1 of 2

Resolution No. 2023-149

4876-3248-0656, v. 1

determination is within the sole discretion of the City Council. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to date shall be paid; and

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Duncanville, Texas, on the 21st day of November, 2023.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Chiquita Taylor, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney





# STAFF REPORT

**MEETING: City Council - 21 Nov 2023**

**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 not to exceed \$140,000.00.

**Vision Statement:**

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

**Pillar:**

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

**STAFF RESPONSIBLE:**

**Sam Rohde, Fire Chief**

**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 an initial term that expires May 31, 2023, with two optional one-year 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 all staff to contract services on an as-needed basis potentially through May 31, 2025 with an estimated expenditure amount of \$140,000.00 through the term of the Contract periods (FY24 - \$70,000.00, FY25 - \$70,000.00).

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

**FUNDING SOURCE:**

**ORG and Object Number**

01077000-700221 (FIRE ADMINISTRATION CLOTHING) - \$1,000.00, 01077100-700221 (FIRE PREVENTION CLOTHING) - \$1,000.00, 01077200-700221 (FIRE SUPPRESSION SUPPORT - CLOTHING) – \$27,000, 01077300-700221(ADVANCED LIFE SUPPORT - CLOTHING) - \$6,000, 01055100-700221 (PATROL CLOTHING) - \$35,000

| <u>Available Budget</u> | <u>Purchase Amount</u> | <u>After Encumber</u>  |
|-------------------------|------------------------|------------------------|
| \$164,751.00 (FOR FY24) | \$70,000.00 (FOR FY24) | \$94,751.00 (FOR FY24) |

**ACTION ALTERNATIVES:**

1. Authorize 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 not to exceed \$140,000.00.
2. Do not authorize 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 not to exceed \$140,000.00.
3. Other actions as directed by Council.

**ATTACHMENTS:**

[Resolution No. - 2023-127 - Contract with Impact Promotional Services, LLC for uniforms and uniform accessories - Pdf](#)  
[Got You Covered - 670-22 \(2\)](#)

**RESOLUTION NO. 2023-127**

**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 670-22 FOR THE DISCOUNTED UNIT PRICES BID WITH AN ESTIMATED EXPENDITURE IN THE AMOUNT NOT-TO-EXCEED \$140,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING 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 and thus purchases through this contract requires approval by the City Council;

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

**SECTION 1.** The City Council of the City of Duncanville does hereby authorize purchases to be made from the contract through a two-year term for discounted unit prices attached hereto and incorporated herein as Exhibit A with an estimated potential full contract term expenditure not-to-exceed \$140,000.00 (FY24 - \$70,000.00; FY24 - \$70,000); and

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

**SECTION 3.** The City Council of the City of Duncanville has budgeted funds available in available accounts 01077000-700221, 01077100-700221, 01077200-700221, 01077300-700221, 01055100-700221 for uniforms and uniform accessories; and

**SECTION 4.** That Impact Promotional Services, LLC. recognizes that the continuation of any contract after the close of, or during, any given fiscal year of the City of Duncanville, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the City of Duncanville providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will actually be adopted as this determination is within the sole discretion of the City Council. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to date shall be paid; and

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

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Chiquita Taylor, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney



P.O. Box 400, Austin, Texas 78767  
800.695.2919 • [info@buyboard.com](mailto:info@buyboard.com) • [buyboard.com](http://buyboard.com)

April 21, 2023

**Sent via email to: [rhonda@gycuniforms.com](mailto:rhonda@gycuniforms.com)**

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

Re: Uniforms and Accessories  
BuyBoard Contract 670-22

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Uniforms and Accessories, Contract 670-22 effective 6/1/2022 through May 31, 2023, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through May 31, 2024.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at [contractadmin@buyboard.com](mailto:contractadmin@buyboard.com) prior to the start of the renewal term.

**Reminder:** Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at [contractadmin@buyboard.com](mailto:contractadmin@buyboard.com) . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

*Jim Tulberg*

Jim Tulberg  
Vendor Contract Administrator

1<sup>st</sup> renewal v.02.13.2020



P.O. Box 400, Austin, Texas 78767  
800.695.2919 • [info@buyboard.com](mailto:info@buyboard.com) • [buyboard.com](http://buyboard.com)

4/28/2022

Sent Via Email: [rhonda@gycuniforms.com](mailto: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](http://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](mailto:info@buyboard.com).

A list of Cooperative members is available on the [buyboard.com](http://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](http://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](mailto:info@buyboard.com)

A list of National Cooperative members is available on the [buyboard.com](http://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](http://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<br>/dba Got You Covered Work Wear & Uniforms | 1212 E Lancaster Ave |          |
| Company Name                                                                 | Address              |          |
| Fort Worth                                                                   | TX                   | 76102    |
| City                                                                         | State                | Zip Code |

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

## **DEBARMENT CERTIFICATION**

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

## **VENDOR EMPLOYMENT CERTIFICATION**

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

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

Please check (✓) one of the following:

- ☒ Yes ☐ No

Initial: RLH



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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: RLH



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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:
- |                                                                                                                                                                                                                                                                                                                             |                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> <b>Minority Owned Business</b>                                                                                                                                                                                                                                                                     | <input type="checkbox"/> <b>Women Owned Business</b> |
| <input type="checkbox"/> <b>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)</b> |                                                      |

**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](http://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

**Initial:** RLH





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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](mailto: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:

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*(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:** RLA



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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](http://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.)*

dba Got You Covered Work Wear & Uniforms







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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.

| <b>Entity Name</b>            | <b>Contact</b>       | <b>Phone#</b>        | <b>Email Address</b>              | <b>Discount</b> | <b>Quantity/<br/>Volume</b> |
|-------------------------------|----------------------|----------------------|-----------------------------------|-----------------|-----------------------------|
| 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](mailto:rmccarthy@gycuniforms.com)

#### Bank Information

Origin Bank  
3200 W. 7<sup>th</sup> 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](mailto:rmccarthy@gycuniforms.com)  
Email: [rhonda@gycuniforms.com](mailto:rhonda@gycuniforms.com)  
Email: [kylemiller@gycuniforms.com](mailto:kylemiller@gycuniforms.com)  
Email: [cloman@gycuniforms.com](mailto:cloman@gycuniforms.com)  
Email: [ar@gycuniforms.com](mailto:ar@gycuniforms.com)  
Email: [info@gycuniforms.com](mailto:info@gycuniforms.com)  
Email: [ap@gycuniforms.com](mailto: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](mailto:opolleys@blauer.com)

5.11  
62789 Collection Center Drive  
Chicago, IL 60693-0627  
Contact: Victoria Siouxson  
Phone: 866.451.1726  
Fax: 209.552.7358  
Account No: USA20235  
Email: [VictoriaS@511tactical.com](mailto: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](mailto:terri@premier-emblem.com)

Point Blank  
2102 SW 2<sup>nd</sup>. Street  
Pompano Beach, FL 33069  
Phone: 800.413.5155  
Account No: GYC1200  
Email: [djonas@pbearmor.com](mailto:djonas@pbearmor.com)

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





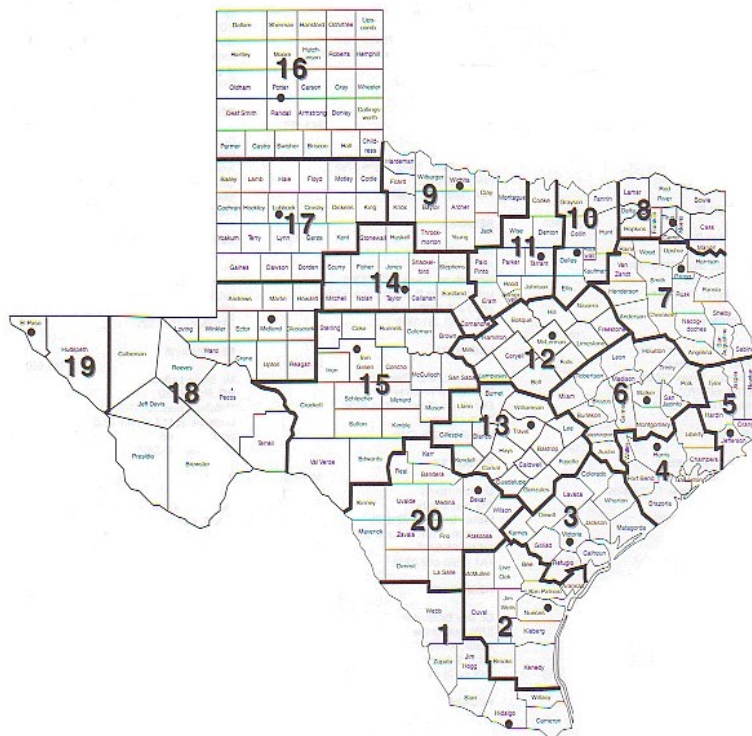
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## TEXAS REGIONAL SERVICE DESIGNATION

***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](mailto: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](mailto: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<br>(Mailing Address, Phone, Fax, Email)                                                      |
|---------------------------------|-----------------|------------------------------------------------------------------------------------------------------------------|
| GYC Uniforms - Fort Worth       | Rhonda L Harvey | 1212 E Lancaster Ave<br>Ft Worth, Texas 76102<br>817 336 0692<br>817 549 3911(f)<br>rhonda@gycuniforms.com       |
| GYC Uniforms - Houston          | Kyle Miller     | 10795 Hammerly Blvd Ste 330<br>Houston Tx 77043<br>346 433 8800<br>817 549 3911(f)<br>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* ( <b>*attach W-9</b> ) |     |



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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.

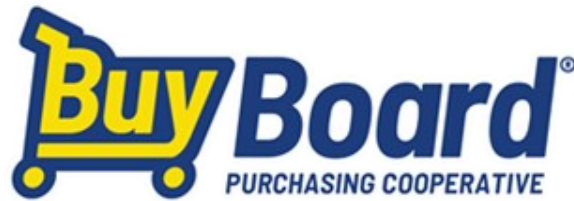
3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information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

|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1</b><br><b>6</b> | <b>Vendor Proposal/Contact Mailing Address - City</b><br>Vendor Proposal/Contact Mailing Address - City<br><input style="width: 90%;" type="text" value="Fort Worth"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>1</b><br><b>7</b> | <b>Vendor Proposal/Contact Mailing Address - State</b><br>Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name)<br><input style="width: 90%;" type="text" value="Texas"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>1</b><br><b>8</b> | <b>Vendor Proposal/Contact Mailing Address - Zip Code</b><br>Vendor Proposal/Contact Mailing Address - Zip Code<br><input style="width: 90%;" type="text" value="76102"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>1</b><br><b>9</b> | <b>Vendor Proposal/Contact Phone Number</b><br>Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)<br><input style="width: 90%;" type="text" value="817-336-0692"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>2</b><br><b>0</b> | <b>Vendor Proposal/Contact Extension Number</b><br>Vendor Proposal/Contact Extension Number<br><input style="width: 90%;" type="text" value="111"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>2</b><br><b>1</b> | <b>Company Website</b><br>Company Website (www.XXXXX.com)<br><input style="width: 90%;" type="text" value="www.gycuniforms.com"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>2</b><br><b>2</b> | <b>Purchase Orders Contact Information</b><br><p>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.</p> <p><b>Please select options below for receipt of Purchase Orders and provide the requested information:</b></p> <ul style="list-style-type: none"> <li>• I will use the internet to receive Purchase Orders at the following address</li> </ul> <input style="width: 100px;" type="text" value="Yes"/> |
| <b>2</b><br><b>3</b> | <b>Purchase Order E-mail Address</b><br>Purchase Order E-mail Address<br><input style="width: 90%;" type="text" value="rhonda@gycuniforms.com"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>2</b><br><b>4</b> | <b>Purchase Order Contact Name</b><br>Purchase Order Contact Name<br><input style="width: 90%;" type="text" value="Rhonda L Harvey"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>2</b><br><b>5</b> | <b>Purchase Order Contact Phone Number</b><br>Purchase Order Contact Phone Number (xxx-xxx-xxxx)<br><input style="width: 90%;" type="text" value="817-336-0692"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

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| <b>26</b> | <b>Purchase Order Contact Extension Number</b><br>Purchase Order Contact Extension Number<br><input style="width: 90%;" type="text" value="111"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>27</b> | <b>Alternate Purchase Order E-mail Address</b><br>Alternate Purchase Order E-mail Address<br><input style="width: 90%;" type="text" value="cmouton@gycuniforms.com"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>28</b> | <b>Alternate Purchase Order Contact Name</b><br>Alternate Purchase Order Contact Name<br><input style="width: 90%;" type="text" value="Cophea Mouton"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>29</b> | <b>Alternate Purchase Order Contact Phone Number</b><br>Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)<br><input style="width: 90%;" type="text" value="817-336-0692"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>30</b> | <b>Alternate Purchase Order Contact Extension Number</b><br>Alternate Purchase Order Contact Extension Number<br><input style="width: 90%;" type="text" value="106"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>31</b> | <b>Purchase Orders Contact Information</b><br>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.<br><br><b>Please select options below for receipt of Purchase Orders and provide the requested information:</b><br><br><ul style="list-style-type: none"> <li>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.</li> </ul> <input style="width: 100px;" type="text" value="Yes"/> |
| <b>32</b> | <b>Request for Quotes (â€œRFQâ€œ)</b><br>Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>33</b> | <b>Request for Quote (RFQ) E-mail Address</b><br>Request for Quote (RFQ) E-mail Address<br><input style="width: 90%;" type="text" value="info@gycuniforms.com"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>34</b> | <b>Request for Quote (RFQ) Contact Name</b><br>Request for Quote (RFQ) Contact Name<br><input style="width: 90%;" type="text" value="Rhonda Harvey"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>35</b> | <b>Request for Quote (RFQ) Contact Phone Number</b><br>Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)<br><input style="width: 90%;" type="text" value="8173360692"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

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| <b>36</b> | <b>Request for Quote (RFQ) Contact Extension Number</b><br>Request for Quote (RFQ) Contact Extension Number<br><input style="width: 90%;" type="text" value="111"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>37</b> | <b>Alternate Request for Quote (RFQ) E-mail Address</b><br>Alternate Request for Quote (RFQ) E-mail Address<br><input style="width: 90%;" type="text" value="cmouton@gycuniforms.com"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>38</b> | <b>Alternate Request for Quote (RFQ) Contact Name</b><br>Alternate Request for Quote (RFQ) Contact Name<br><input style="width: 90%;" type="text" value="Cophea Mouton"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>39</b> | <b>Alternate Request for Quote (RFQ) Contact Phone Number</b><br>Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)<br><input style="width: 90%;" type="text" value="817-336-0692"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>40</b> | <b>Alternate Request for Quote (RFQ) Contact Extension Number</b><br>Alternate Request for Quote (RFQ) Contact Extension Number<br><input style="width: 90%;" type="text" value="106"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>41</b> | <b>Invoices</b><br>Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. <b>All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>42</b> | <b>Invoices</b><br><b>Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information:</b><br><br>(a) Service fee invoices and related communications should be provided directly to my company at:<br><br>or<br><br>(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:<br><i>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.</i><br><input style="width: 90%;" type="text" value="Service fee invoices and notices direct to company"/> |
| <b>43</b> | <b>Invoice Company Name</b><br>Invoice Company Name<br><input style="width: 90%;" type="text" value="Impact Promotional Services LL"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>44</b> | <b>Invoice Company Department Name</b><br>Invoice Company Department Name<br><input style="width: 90%;" type="text" value="Impact Promotional Services LL"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |



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| 4<br>5 | <b>Invoice Contact Name</b><br>Invoice Contact Name<br>Carole Loman                                               |
| 4<br>6 | <b>Invoice Mailing Address</b><br>Invoice Mailing Address (P.O. Box or Street Address)<br>1212 E Lancaster Ave    |
| 4<br>7 | <b>Invoice Mailing Address - City</b><br>Invoice Mailing Address - City<br>Fort Worth                             |
| 4<br>8 | <b>Invoice Mailing Address - State</b><br>Invoice Mailing Address - State (Abbreviate State Name)<br>TX           |
| 4<br>9 | <b>Invoice Mailing Address - Zip Code</b><br>Invoice Mailing Address (Zip Code)<br>76086                          |
| 5<br>0 | <b>Invoice Contact Phone Number</b><br>Invoice Contact Phone Number (xxx-xxx-xxxx)<br>682-499-7799                |
| 5<br>1 | <b>Invoice Contact Extension Number</b><br>Invoice Contact Extension Number<br>No response                        |
| 5<br>2 | <b>Invoice Contact Fax Number</b><br>Invoice Contact Fax Number (xxx-xxx-xxxx)<br>817-549-3911                    |
| 5<br>3 | <b>Invoice Contact E-mail Address</b><br>Invoice Contact E-mail<br>cloman@gycuniforms.com                         |
| 5<br>4 | <b>Invoice Contact Alternate E-mail Address</b><br>Invoice Contact Alternate E-mail Address<br>ap@gycuniforms.com |
| 5<br>5 | <b>Billing Agent Company Name</b><br>Billing Agent Company Name<br>No response                                    |
| 5<br>6 | <b>Billing Agent Department Name</b><br>Billing Agent Department Name<br>No response                              |

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| 57 | <b>Billing Agent Contact Name</b><br>Billing Agent Contact Name<br>No response                                               |
| 58 | <b>Billing Agent Mailing Address</b><br>Billing Agent Mailing Address (P.O. Box or Street Address)<br>No response            |
| 59 | <b>Billing Agent Mailing Address - City</b><br>Billing Agent Mailing Address - City<br>No response                           |
| 60 | <b>Billing Agent Mailing Address - State</b><br>Billing Agent Mailing Address - State (Abbreviate State Name)<br>No response |
| 61 | <b>Billing Agent Mailing Address - Zip Code</b><br>Billing Agent Mailing Address - Zip Code<br>76102                         |
| 62 | <b>Billing Agent Contact Phone Number</b><br>Billing Agent Contact Phone Number (xxx-xxx-xxxx)<br>8173360692                 |
| 63 | <b>Billing Agent Contact Extension Number</b><br>Billing Agent Contact Extension Number<br>No response                       |
| 64 | <b>Billing Agent Fax Number</b><br>Billing Agent Fax Number<br>No response                                                   |
| 65 | <b>Billing Agent Contact E-mail Address</b><br>Billing Agent Contact E-mail Address<br>rhonda@gycuniforms.com                |
| 66 | <b>Billing Agent Alternative E-mail Address</b><br>Billing Agent Alternative E-mail Address<br>No response                   |
| 67 | <b>Shipping Via</b><br>Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other<br>Prepaid and Add to Invoice     |

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| <b>68</b> | <b>Payment Terms</b><br><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><br><div style="border: 1px solid black; padding: 2px;">Net 30</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>69</b> | <b>Vendor's Internal/Assigned Reference/Quote Number</b><br>Vendor's Internal/Assigned Reference/Quote Number<br><div style="border: 1px solid black; padding: 2px;">No response</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>70</b> | <b>State or Attach Return Policy</b><br>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.<br><div style="border: 1px solid black; padding: 2px;">return policy attached</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>71</b> | <b>Electronic Payments</b><br>Are electronic payments acceptable to your company?<br><div style="border: 1px solid black; padding: 2px;">Yes</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>72</b> | <b>Credit Card Payments</b><br>Are credit card payments acceptable to your company?<br><div style="border: 1px solid black; padding: 2px;">Yes</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>73</b> | <b>Texas Regional Service Designation</b><br><b>Texas Regional Service Designation - Refer to Form in Proposal Invitation</b><br><br>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 <b>must</b> 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. <b><i>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.</i></b> 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. |
| <b>74</b> | <b>Company Name</b><br>Company Name<br><div style="border: 1px solid black; padding: 2px;">GYC Work Wear &amp; Uniforms</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>75</b> | <b>Texas Regional Service Designation</b><br>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.<br><div style="border: 1px solid black; padding: 2px;">All Regions</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>76</b> | <b>Region 1</b><br>Region 1 - Edinburg<br><input type="checkbox"/> Region 1 (1)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

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| <b>77</b> | <b>Region 2</b><br>Region 2 - Corpus Christi<br><input type="checkbox"/> <i>Region 2 (2)</i> |
| <b>78</b> | <b>Region 3</b><br>Region 3 - Victoria<br><input type="checkbox"/> <i>Region 3 (3)</i>       |
| <b>79</b> | <b>Region 4</b><br>Region 4 - Houston<br><input type="checkbox"/> <i>Region 4 (4)</i>        |
| <b>80</b> | <b>Region 5</b><br>Region 5 - Beaumont<br><input type="checkbox"/> <i>Region 5 (5)</i>       |
| <b>81</b> | <b>Region 6</b><br>Region 6 - Huntsville<br><input type="checkbox"/> <i>Region 6 (6)</i>     |
| <b>82</b> | <b>Region 7</b><br>Region 7 - Kilgore<br><input type="checkbox"/> <i>Region 7 (7)</i>        |
| <b>83</b> | <b>Region 8</b><br>Region 8 - Mount Pleasant<br><input type="checkbox"/> <i>Region 8 (8)</i> |
| <b>84</b> | <b>Region 9</b><br>Region 9 - Wichita Falls<br><input type="checkbox"/> <i>Region 9 (9)</i>  |
| <b>85</b> | <b>Region 10</b><br>Region 10 - Richardson<br><input type="checkbox"/> <i>Region 10 (10)</i> |
| <b>86</b> | <b>Region 11</b><br>Region 11 - Fort Worth<br><input type="checkbox"/> <i>Region 11 (11)</i> |
| <b>87</b> | <b>Region 12</b><br>Region 12 - Waco<br><input type="checkbox"/> <i>Region 12 (12)</i>       |
| <b>88</b> | <b>Region 13</b><br>Region 13 - Austin<br><input type="checkbox"/> <i>Region 13 (13)</i>     |

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| <b>89</b> | <b>Region 14</b><br>Region 14 - Abilene<br><input type="checkbox"/> <i>Region 14 (14)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>90</b> | <b>Region 15</b><br>Region 15 - San Angelo<br><input type="checkbox"/> <i>Region 15 (15)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>91</b> | <b>Region 16</b><br>Region 16 - Amarillo<br><input type="checkbox"/> <i>Region 16 (16)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>92</b> | <b>Region 17</b><br>Region 17 - Lubbock<br><input type="checkbox"/> <i>Region 17 (17)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>93</b> | <b>Region 18</b><br>Region 18 - Midland<br><input type="checkbox"/> <i>Region 18 (18)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>94</b> | <b>Region 19</b><br>Region 19 - El Paso<br><input type="checkbox"/> <i>Region 19 (19)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>95</b> | <b>Region 20</b><br>Region 20 - San Antonio<br><input type="checkbox"/> <i>Region 20 (20)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>96</b> | <b>State Service Designation</b><br><b>State Service Designation - Refer to Form in Proposal Invitation.</b><br><br><p>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.)</i> <b>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.</b></p> <p>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></p> |
| <b>97</b> | <b>Company Name</b><br>Company Name<br><div style="border: 1px solid black; padding: 2px; margin-top: 5px;">GYC Work Wear &amp; Uniforms</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

|     |                                                                                                                                                                                                                                                                              |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 98  | <b>State Service Designation</b><br>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.<br><br><input type="text" value="I will not serve all states in the United States"/> |
| 99  | <b>Alabama</b><br>Alabama<br><input type="checkbox"/> <i>Alabama (AL)</i>                                                                                                                                                                                                    |
| 100 | <b>Alaska</b><br>Alaska<br><input type="checkbox"/> <i>Alaska (AK)</i>                                                                                                                                                                                                       |
| 101 | <b>Arizona</b><br>Arizona<br><input type="checkbox"/> <i>Arizona (AZ)</i>                                                                                                                                                                                                    |
| 102 | <b>Arkansas</b><br>Arkansas<br><input checked="" type="checkbox"/> <i>Arkansas (AR)</i>                                                                                                                                                                                      |
| 103 | <b>California</b><br>California (Public Contract Code 20118 & 20652)<br><input type="checkbox"/> <i>California (CA)</i>                                                                                                                                                      |
| 104 | <b>Colorado</b><br>Colorado<br><input checked="" type="checkbox"/> <i>Colorado (CO)</i>                                                                                                                                                                                      |
| 105 | <b>Connecticut</b><br>Connecticut<br><input type="checkbox"/> <i>Connecticut (CT)</i>                                                                                                                                                                                        |
| 106 | <b>Delaware</b><br>Delaware<br><input type="checkbox"/> <i>Delaware (DE)</i>                                                                                                                                                                                                 |
| 107 | <b>District of Columbia</b><br>District of Columbia<br><input type="checkbox"/> <i>District of Columbia (DC)</i>                                                                                                                                                             |
| 108 | <b>Florida</b><br>Florida<br><input type="checkbox"/> <i>Florida (FL)</i>                                                                                                                                                                                                    |
| 109 | <b>Georgia</b><br>Georgia<br><input type="checkbox"/> <i>Georgia (GA)</i>                                                                                                                                                                                                    |

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|-------------|---------------------------------------------------------------------------------------------|
| 1<br>1<br>0 | <b>Hawaii</b><br>Hawaii<br><input type="checkbox"/> <i>Hawaii (HI)</i>                      |
| 1<br>1<br>1 | <b>Idaho</b><br>Idaho<br><input type="checkbox"/> <i>Idaho (ID)</i>                         |
| 1<br>1<br>2 | <b>Illinois</b><br>Illinois<br><input type="checkbox"/> <i>Illinois (IL)</i>                |
| 1<br>1<br>3 | <b>Indiana</b><br>Indiana<br><input type="checkbox"/> <i>Indiana (IN)</i>                   |
| 1<br>1<br>4 | <b>Iowa</b><br>Iowa<br><input type="checkbox"/> <i>Iowa (IA)</i>                            |
| 1<br>1<br>5 | <b>Kansas</b><br>Kansas<br><input type="checkbox"/> <i>Kansas (KS)</i>                      |
| 1<br>1<br>6 | <b>Kentucky</b><br>Kentucky<br><input type="checkbox"/> <i>Kentucky (KY)</i>                |
| 1<br>1<br>7 | <b>Louisiana</b><br>Louisiana<br><input checked="" type="checkbox"/> <i>Louisiana (LA)</i>  |
| 1<br>1<br>8 | <b>Maine</b><br>Maine<br><input type="checkbox"/> <i>Maine (ME)</i>                         |
| 1<br>1<br>9 | <b>Maryland</b><br>Maryland<br><input type="checkbox"/> <i>Maryland (ME)</i>                |
| 1<br>2<br>0 | <b>Massachusetts</b><br>Massachusetts<br><input type="checkbox"/> <i>Massachusetts (MA)</i> |
| 1<br>2<br>1 | <b>Michigan</b><br>Michigan<br><input type="checkbox"/> <i>Michigan (MI)</i>                |

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|-------------|------------------------------------------------------------------------------------------------|
| 1<br>2<br>2 | <b>Minnesota</b><br>Minnesota<br><input type="checkbox"/> <i>Minnesota (MN)</i>                |
| 1<br>2<br>3 | <b>Mississippi</b><br>Mississippi<br><input type="checkbox"/> <i>Mississippi (MS)</i>          |
| 1<br>2<br>4 | <b>Missouri</b><br>Missouri<br><input type="checkbox"/> <i>Missouri (MO)</i>                   |
| 1<br>2<br>5 | <b>Montana</b><br>Montana<br><input type="checkbox"/> <i>Montana (MT)</i>                      |
| 1<br>2<br>6 | <b>Nebraska</b><br>Nebraska<br><input type="checkbox"/> <i>Nebraska (NE)</i>                   |
| 1<br>2<br>7 | <b>Nevada</b><br>Nevada<br><input type="checkbox"/> <i>Nevada (NV)</i>                         |
| 1<br>2<br>8 | <b>New Hampshire</b><br>New Hampshire<br><input type="checkbox"/> <i>New Hampshire (NH)</i>    |
| 1<br>2<br>9 | <b>New Jersey</b><br>New Jersey<br><input type="checkbox"/> <i>New Jersey (NJ)</i>             |
| 1<br>3<br>0 | <b>New Mexico</b><br>New Mexico<br><input type="checkbox"/> <i>New Mexico (NM)</i>             |
| 1<br>3<br>1 | <b>New York</b><br>New York<br><input type="checkbox"/> <i>New York (NY)</i>                   |
| 1<br>3<br>2 | <b>North Carolina</b><br>North Carolina<br><input type="checkbox"/> <i>North Carolina (NC)</i> |
| 1<br>3<br>3 | <b>North Dakota</b><br>North Dakota<br><input type="checkbox"/> <i>North Dakota (ND)</i>       |



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|-------------|------------------------------------------------------------------------------------------------|
| 1<br>3<br>4 | <b>Ohio</b><br>Ohio<br><input type="checkbox"/> <i>Ohio (OH)</i>                               |
| 1<br>3<br>5 | <b>Oklahoma</b><br>Oklahoma<br><input checked="" type="checkbox"/> Oklahoma (OK)               |
| 1<br>3<br>6 | <b>Oregon</b><br>Oregon<br><input type="checkbox"/> <i>Oregon (OR)</i>                         |
| 1<br>3<br>7 | <b>Pennsylvania</b><br>Pennsylvania<br><input type="checkbox"/> <i>Pennsylvania (PA)</i>       |
| 1<br>3<br>8 | <b>Rhode Island</b><br>Rhode Island<br><input type="checkbox"/> <i>Rhode Island (RI)</i>       |
| 1<br>3<br>9 | <b>South Carolina</b><br>South Carolina<br><input type="checkbox"/> <i>South Carolina (SC)</i> |
| 1<br>4<br>0 | <b>South Dakota</b><br>South Dakota<br><input type="checkbox"/> <i>South Dakota (SD)</i>       |
| 1<br>4<br>1 | <b>Tennessee</b><br>Tennessee<br><input type="checkbox"/> <i>Tennessee (TN)</i>                |
| 1<br>4<br>2 | <b>Texas</b><br>Texas<br><input checked="" type="checkbox"/> Texas (TX)                        |
| 1<br>4<br>3 | <b>Utah</b><br>Utah<br><input type="checkbox"/> <i>Utah (UT)</i>                               |
| 1<br>4<br>4 | <b>Vermont</b><br>Vermont<br><input type="checkbox"/> <i>Vermont (VT)</i>                      |
| 1<br>4<br>5 | <b>Virginia</b><br>Virginia<br><input type="checkbox"/> <i>Virginia (VA)</i>                   |

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|-------------|---------------------------------------------------------------------------------------------|
| 1<br>4<br>6 | <b>Washington</b><br>Washington<br><input type="checkbox"/> <i>Washington (WA)</i>          |
| 1<br>4<br>7 | <b>West Virginia</b><br>West Virginia<br><input type="checkbox"/> <i>West Virginia (WV)</i> |
| 1<br>4<br>8 | <b>Wisconsin</b><br>Wisconsin<br><input type="checkbox"/> <i>Wisconsin (WI)</i>             |
| 1<br>4<br>9 | <b>Wyoming</b><br>Wyoming<br><input type="checkbox"/> <i>Wyoming (WY)</i>                   |

## Bid Lines

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <p><b>Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS</b> - Discount (%) off catalog/pricelist for <b>Purchase of Band Uniforms, Related Supplies and Accessories</b>. <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b></p> <p style="text-align: right;"><b>No Bid</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>• Select <b>"Add Alternate"</b> for each additional manufacturer product line and/or catalog/pricelist proposed</li> <li>• Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed</li> </ul> <p><b>Item Attributes</b></p> <p><b>1. State Name of Catalog/Pricelist Proposed with Discount Percentage</b></p> <p><u>NOTE:</u> Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".</p> <p><i>No response</i></p> |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**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

20

**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

21

**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.



# STAFF REPORT

**MEETING: City Council - 21 Nov 2023**

**TITLE:**

Consider a Resolution authorizing the purchase of real-time and historical data for law enforcement online search services (DIR) Contract DIR-LGL-CALIR-02 from CLEAR Access - West Publishing with an estimated not to exceed expenditure amount of \$130,808.52 over five (5) 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:**

**Mark LiVigni, Chief of Police**

**BACKGROUND/HISTORY:**

The agreement is to provide real-time and historical data for law enforcement online searches. This contract is a multi-department and year agreement that will exceed \$50,000.00. The Duncanville Marshal along with Neighborhood Services are currently in a 5-year agreement with CLEAR. The Duncanville Police Department's contract expired at the end of Fiscal Year 2024. Due to the expiration of the contract, the Interim City Manager needed to sign the new contract to maintain competitive pricing to avoid any interruption of service. The Interim City Manager executed the contract with the understanding this item will be prepared for City Council ratification.

The Duncanville Police Department's renewal will span three (3) years or 36 months with a 7% increase for each fiscal year.

**POLICY EXPLANATION:**

(DIR) cooperative agreement # DIR-LGL-CALIR-02 was awarded a five-year contractual term.

The City Marshall and Neighborhood Services charges are as follows (Exhibit A) - City Marshal 01011700 - Contractual Services 700450:

- FY2024 - \$18,000.00
- FY2025 - \$18,540.00

- FY2026 - \$19,096.20
- FY2027 - \$19,669.08
- FY2028 - \$20,259.12

For a total of a five-year contract at \$95,564.40.

The Police Department charges are as follows (Exhibit B) - Criminal Investigation 01055200 – Contractual Services 700450:

Current Contract

- FY2024 - \$7,938.00

New Contract (3-year term)

- FY2025 - \$8,493.60
- FY2026 - \$9,088.20
- FY2027 - \$9,724.32

For a total contract of \$35,244.12 over the next four years.

The Police Department has a law enforcement discount resulting in a lower monthly fee.

**FUNDING SOURCE:**

**ORG and Object Number**

CID - 0155200 Contractual Services - 700450 - \$8,5000.00 & City Marshal - 01011700 - Contractual Services 700450 - \$18,000.00

**Available Budget**

\$36,130.00

**Purchase Amount**

\$25,938.00

**After Encumber**

\$10,192.00

**ACTION ALTERNATIVES:**

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

**ATTACHMENTS:**

[Resolution No. - 2023-158 - CLEAR Access \(CID\) West Publishing - Contract Agreement - Pdf](#)

**RESOLUTION NO. 2023-158**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PURCHASE OF REAL-TIME AND HISTORICAL DATA FOR LAW ENFORCEMENT INTERNET SEARCH SERVICES WITH AN ESTIMATED EXPENDITURE AMOUNT NOT TO EXCEED \$130,568.52 FOR A ONE (1) YEAR TERM WITH FOUR (4) ONE YEAR RENEWALS, AS SET FORTH IN THE ATTACHED ORDER FORM, EXHIBIT A; AND AUTHORIZING AND RATIFYING THE INTERIM CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, it is necessary for the City to purchase law enforcement online search services; and

**WHEREAS**, the City Council of the City of Duncanville, Texas, desires to authorize a services agreement with CLEAR Access (West Publishing) for real-time and historical data for law enforcement online search services for an expenditure amount not to exceed \$130,568.52.

**WHEREAS**, the City Council of the City of Duncanville finds that the passage of this Resolution is in the best interest of the citizens of Duncanville.

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

**SECTION 1.** The City Council of the City of Duncanville, Texas, hereby authorizes an agreement with Thomson Reuters (West Publishing) for CLEAR Access real-time and historical data for law enforcement internet search services with an estimated expenditure amount not to exceed \$130,568.52 for a one (1) year term with four (4) one-year renewals, as set forth in the attached Order Form, Exhibit A.

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

**SECTION 3.** The City Council of the City of Duncanville has budgeted funds available for real-time and historical data for law enforcement online search services in the following accounts.

The City Marshall and the Neighborhood Services personnel charges are as follows (Exhibit A):

- Monthly Year 1 - City Marshal 01011700 - Contractual Services 700450 - \$18,000.00

- Monthly Year 2 - City Marshal 01011700 - Contractual Services 700450 - \$18,540.00
- Monthly Year 3 - City Marshal 01011700 - Contractual Services 700450 - \$19,096.20
- Monthly Year 4 - City Marshal 01011700 - Contractual Services 700450 - \$19,669.08
- Monthly Year 5 - City Marshal 01011700 - Contractual Services 700450 - \$20,259.12

The Police Department personnel charges are as follows (Exhibit B):

- Renewal Effective Date 10/01/2024 Monthly Year 1 Charges - Criminal Investigation 01055200 – Contractual Services 700450 - \$7,938.00
- Renewal Effective Date 10/01/2025 Monthly Year 2 Charges - Criminal Investigation 01055200 – Contractual Services 700450 - \$8,493.60
- Renewal Effective Date 10/01/2026 Monthly Year 3 Charges - Criminal Investigation 01055200 – Contractual Services 700450 - \$8,848.20
- Renewal Effective Date 10/01/2027 Monthly Year 4 Charges - Criminal Investigation 01055200 – Contractual Services 700450 - \$9,724.32

for a total amount of \$130,568.52; and

**SECTION 4.** That purchases authorized beyond the current fiscal year are subject to availability of funds and any non-appropriation by Council. Failure to budget for such expenses for FY 2023 shall terminate this authorization.

**SECTION 5.** 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 21st day of November, 2023.

**APPROVED:**

\_\_\_\_\_  
Barry L. Gordon, Mayor

**ATTEST:**

\_\_\_\_\_  
Chiquita Taylor, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney



## EXHIBIT A - MARSHAL &amp; NEIGHBORHOOD SERVICES

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|                                                                                                                                                                   |                                                                                                                                                       |                                                                                                                                          |                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
|  <b>THOMSON REUTERS™</b>                                                         | <b>Order Form</b>                                                                                                                                     |                                                                                                                                          | <b>Order ID:</b> [REDACTED] |
|                                                                                                                                                                   | Contact your representative <a href="mailto:vindhya.ganheva@thomsonreuters.com">vindhya.ganheva@thomsonreuters.com</a> with any questions. Thank you. |                                                                                                                                          |                             |
| <b>Subscriber Information</b>                                                                                                                                     |                                                                                                                                                       |                                                                                                                                          |                             |
| <b>Sold To Account Address</b><br>Account #: [REDACTED]<br>DUNCANVILLE<br>MARSHALS OFFICE<br>203 E WHEATLAND RD<br>DUNCANVILLE TX 75116-4824 US<br><br>"Customer" | <b>Shipping Address</b><br>Account #: [REDACTED]<br>DUNCANVILLE<br>MARSHALS OFFICE<br>203 E WHEATLAND RD<br>DUNCANVILLE TX 75116-4824 US              | <b>Billing Address</b><br>Account #: [REDACTED]<br>DUNCANVILLE<br>MARSHALS OFFICE<br>203 E WHEATLAND RD<br>DUNCANVILLE, TX 75116-4824 US |                             |

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

| ProFlex Products<br>See Attachment for details |               |                 |                        |
|------------------------------------------------|---------------|-----------------|------------------------|
| Material #                                     | Product       | Monthly Charges | Minimum Terms (Months) |
| [REDACTED]0                                    | CLEAR Proflex | \$1,500.00      | 60                     |

**Minimum Terms**

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

**Post Minimum Terms**

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

**Federal Government Subscribers Optional Minimum Term.** Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

**Miscellaneous**

**Applicable Law.** If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

DocuSign Envelope ID: EEC749C4-6064-4706-A87E-62B7F8120A58 EXHIBIT A - MARSHAL & NEIGHBORHOOD SERVICES

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**eBilling Contact.** All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Cancellation Notification Address.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

**Regulated Data.** Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

**Excluded Charges And Schedule A Rates.** If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf> and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

**CLEAR Fixed Rate Usage.** If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

**Batch Usage.** If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at <http://legalsolutions.com/schedule-a-clear>.

**Existing Vigilant Subscribers:** We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

**Enterprise Law Enforcement Subscribers:** You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

**CLEAR Subscribers via an Alliance Partner.** In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product



DocuSign Envelope ID: EEC749C4-6064-4706-A870-F2777FC12695

**EXHIBIT A - MARSHAL & NEIGHBORHOOD SERVICES**

data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

**For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)**

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

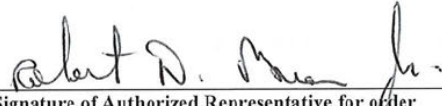
**Amended Terms and Conditions****Government Non-Availability of Funds for Online, Practice Solutions or Software Products**

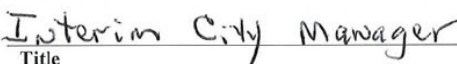
You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.


Signature for Order ID: [REDACTED]


[REDACTED] T [REDACTED]

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

  
Signature of Authorized Representative for order

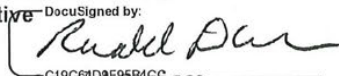
  
Title

  
Printed Name


  
Date

This Order Form will expire and will not be accepted after 5/29/2023 CT.

**Authorized West Publishing  
Representative**

DocuSigned by:  
  
Signature: Ronald DiCicco  
Printed Name: Ronald DiCicco  
Title: SCM Consultant  
Date: 4/5/2023

DocuSign Envelope ID: EEC749C4-6064-4706-A876-E2177F041268 EXHIBIT A - MARSHAL & NEIGHBORHOOD SERVICES

|                                                                                                          |                                                                                                                                                       |                             |
|----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
|  <b>THOMSON REUTERS</b> | <b>Attachment</b>                                                                                                                                     | <b>Order ID:</b> [REDACTED] |
|                                                                                                          | Contact your representative <a href="mailto:vindhya.ganhewa@thomsonreuters.com">vindhya.ganhewa@thomsonreuters.com</a> with any questions. Thank you. |                             |

Order ID: [REDACTED]

|                                                                                                                                                                                                |                                                                                                                                                                   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Payment Method:</b><br>Payment Method: Bill to Account<br>Account Number: [REDACTED] 2<br>This order is made pursuant to: Texas MSA Contract No. DIR-LGL-CALIR-02: Internal use only (TXMS) | <b>Payment, Shipping and Contact Information</b><br><br><b>Order Confirmation Contact (#28)</b><br>Contact Name: Johnson, Fred<br>Email: fjohnson@duncanville.com |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| ProFlex Multiple Location Details |              |                                                       |        |
|-----------------------------------|--------------|-------------------------------------------------------|--------|
| Account Number                    | Account Name | Account Address                                       | Action |
| 1000294682                        | DUNCANVILLE  | 203 E WHEATLAND RD<br>DUNCANVILLE<br>TX 75116-4824 US | New    |

| ProFlex Product Details |       |                    |                                                    |
|-------------------------|-------|--------------------|----------------------------------------------------|
| Quantity                | Unit  | Service Material # | Description                                        |
| 1                       | Each  | [REDACTED] 0       | CLEAR Proflex                                      |
| 12                      | Seats | [REDACTED] 6       | CLEAR Criminal Justice Arrest Gateway PRO Add Seat |
| 15                      | Seats | [REDACTED] 1       | CLEAR PRO Gov Law Enforcement Investigator Plus    |

| Account Contacts |         |                                    |                           |
|------------------|---------|------------------------------------|---------------------------|
| Contact Name     |         | Email Address                      | Customer Type Description |
| FREDERIC         | JOHNSON | frederic.johnson@duncanvilletx.gov | CLEAR PRIMARY CONT        |
| FREDERIC         | JOHNSON | frederic.johnson@duncanvilletx.gov | EML PSWD CONTACT          |

| IP Address Information |               |                 |               |                 |               |
|------------------------|---------------|-----------------|---------------|-----------------|---------------|
| From IP Address        | To IP Address | From IP Address | To IP Address | From IP Address | To IP Address |
| [REDACTED] 1           |               |                 |               |                 |               |


| Sub Material | Quantity | Active Subscription to be Lapsed                   |
|--------------|----------|----------------------------------------------------|
| [REDACTED] 0 | 1        | CLEAR Proflex                                      |
| [REDACTED] 1 | 8        | CLEAR PRO Gov Law Enforcement Investigator Plus    |
| [REDACTED] 6 | 8        | CLEAR Criminal Justice Arrest Gateway PRO Add Seat |

| Charges During Minimum Term |               |                        |                |                        |                |                        |                |                        |                |                        |
|-----------------------------|---------------|------------------------|----------------|------------------------|----------------|------------------------|----------------|------------------------|----------------|------------------------|
| Material #                  | Product Name  | Monthly Year 1 Charges | % incr Yr 1-2* | Monthly Year 2 Charges | % incr Yr 2-3* | Monthly Year 3 Charges | % incr Yr 3 4* | Monthly Year 4 Charges | % incr Yr 4-5* | Monthly Year 5 Charges |
| [REDACTED] 0                | CLEAR Proflex | \$1,500.00             | 3.00           | \$1545.00              | 3.00           | \$1591.35              | 3.00           | \$1639.09              | 3.00           | \$1688.26              |

**Charges During Minimum Term**

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing

## EXHIBIT B - POLICE DEPARTMENT

|                                                                                                           |                                                                                                                                                       |                            |
|-----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
|  <b>THOMSON REUTERS™</b> | <b>Order Form</b>                                                                                                                                     | <b>Order ID:Q-06635013</b> |
|                                                                                                           | Contact your representative <a href="mailto:vindhya.ganhewa@thomsonreuters.com">vindhya.ganhewa@thomsonreuters.com</a> with any questions. Thank you. |                            |

| Subscriber Information                                                                                                                                        |                                                                                                                                      |                                                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| <b>Sold To Account Address</b><br>Account #: [REDACTED]<br>DUNCANVILLE<br>POLICE DEPT<br>203 E WHEATLAND RD<br>DUNCANVILLE TX 75116-4824 US<br><br>"Customer" | <b>Shipping Address</b><br>Account #: [REDACTED]<br>DUNCANVILLE<br>POLICE DEPT<br>203 E WHEATLAND RD<br>DUNCANVILLE TX 75116-4824 US | <b>Billing Address</b><br>Account #: [REDACTED]<br>DUNCANVILLE<br>POLICE DEPT<br>203 E WHEATLAND RD<br>DUNCANVILLE, TX 75116-4824 US |

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

**Renewal Order Governing Agreement.** Access to any new or renewal products set forth in this Order Form is governed by the same terms and conditions as your previous order form that contained the product(s) you are renewing

| Renewal Products |                 |             |           |                                                           |                                          |                        |                       |
|------------------|-----------------|-------------|-----------|-----------------------------------------------------------|------------------------------------------|------------------------|-----------------------|
| Material #       | Renewed Product | Agreement # | Deal ID # | Monthly Charges in effect prior to Renewal Effective Date | Monthly Charges for Initial Renewal Year | Renewal Effective Date | Renewal Term (Months) |
| [REDACTED]       | CLEAR Proflex   | [REDACTED]  |           | \$661.50                                                  | \$707.80                                 | 10/1/2024              | 36                    |

**Renewal Terms.** Renewal Term Monthly Charges will be based on the Monthly Charges in effect at the end of the month before the Renewal Term starts. Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. The Renewal Term will continue for the number of complete calendar months identified in the Renewal Term column above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form

**Post Renewal Terms**  
At the end of the Renewal Term, we will notify you of any change to Charges at least 60 days prior to the start of any subsequent 12-month period. Either of us may cancel the Post-Renewal Term subscription by sending at least 30 days written notice.

**Federal Government Subscribers Optional Minimum Term.** Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

**Miscellaneous**  
**Applicable Law.** If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.



EXHIBIT B - POLICE DEPARTMENT

**eBilling Contact.** All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Cancellation Notification Address.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

**Regulated Data.** Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

**Excluded Charges And Schedule A Rates.** If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf> and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

**CLEAR Fixed Rate Usage** :If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

**Batch Usage** :If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at <http://legalsolutions.com/schedule-a-clear>.

**Existing Vigilant Subscribers:** We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

**Enterprise Law Enforcement Subscribers:** You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

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We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

**For Law Enforcement Agencies and Correctional Facilities Only - No Inmate Westlaw or CLEAR Access (direct or indirect)**

Page 8 of 10

EXHIBIT B - POLICE DEPARTMENT

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

**Amended Terms and Conditions**

**Government Non-Availability of Funds for Online, Practice Solutions or Software Products**

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

**One Time Option to Terminate.**

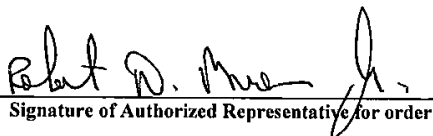
You may elect a one-time option to terminate the Order Form upon 30 days prior written notice to us with termination effective at the end of the initial 12 month(s) of the Minimum Term. All other terms and conditions of the Order Form will remain unchanged.

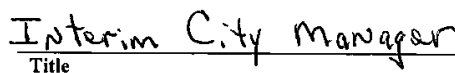
You may elect a one-time option to terminate the Order Form upon 30 days prior written notice to us with termination effective at the end of the initial 48 month(s) of the Minimum Term. All other terms and conditions of the Order Form will remain unchanged.

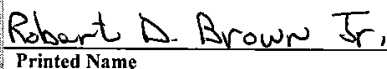
**Signature for Order ID: Q-06635013**

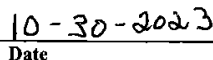
**ACKNOWLEDGEMENT Q-06635013**

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

  
Signature of Authorized Representative for order


  
Title

  
Printed Name

  
Date

This Order Form will expire and will not be accepted after 12/29/2023 CT.

EXHIBIT B - POLICE DEPARTMENT

|                                                                                                           |                                                                                                                                                       |                             |
|-----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
|  <b>THOMSON REUTERS®</b> | <b>Attachment</b>                                                                                                                                     | <b>Order ID:</b> [REDACTED] |
|                                                                                                           | Contact your representative <a href="mailto:vindhya.ganhewa@thomsonreuters.com">vindhya.ganhewa@thomsonreuters.com</a> with any questions. Thank you. |                             |

Order ID: [REDACTED]

| Payment, Shipping and Contact Information                                                                                                                                                    |                                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| <b>Payment Method:</b><br>Payment Method: Bill to Account<br>Account Number: [REDACTED]<br>This order is made pursuant to: Texas MSA Contract No. DIR-LGL-CALIR-02: Internal use only (TXMS) | <b>Order Confirmation Contact (#28)</b><br>Contact Name: MCCALED, CHRIS<br>Email: cmccaleb@duncanvillepd.com |

| Account Contacts |               |                           |
|------------------|---------------|---------------------------|
| Contact Name     | Email Address | Customer Type Description |
|                  |               |                           |

| Charges During Renewal Term |               |                              |                   |                              |                   |                              |                   |                              |                   |                              |
|-----------------------------|---------------|------------------------------|-------------------|------------------------------|-------------------|------------------------------|-------------------|------------------------------|-------------------|------------------------------|
| Material #                  | Product Name  | Year 1<br>Monthly<br>Charges | % Incr<br>Yr 1-2* | Year 2<br>Monthly<br>Charges | % incr<br>Yr 2-3* | Year 3<br>Monthly<br>Charges | % incr<br>Yr 3-4* | Year 4<br>Monthly<br>Charges | % Incr<br>Yr 4-5* | Year 5<br>Monthly<br>Charges |
| 41308780                    | CLEAR Proflex | \$707.80                     | 7.00%             | \$757.35                     | 7.00%             | \$810.36                     | N/A               | N/A                          | N/A               | N/A                          |

**Charges During Renewal Term**  
 Pricing is displayed only for the years included in the Renewal Term. Years without pricing in above grid are not included in the Renewal Term. Refer to your Order Form for the Post Renewal Term pricing





# STAFF REPORT

**MEETING:** City Council - 21 Nov 2023

**TITLE:**

Consider a Resolution authorizing the purchase of rifle-resistant body armor from Angel Amor through Buyboard contract #698-23, for the contractually discounted price, not to exceed \$54,000.00

**Vision Statement:**

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

**Pillar:**

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

**STAFF RESPONSIBLE:**

**Mark LiVigni, Chief of Police**

**BACKGROUND/HISTORY:**

Before issuing Angel Armor body armor vests officers were issued two sets of body armor; one set of soft body armor designed to stop handgun rounds and a plate carrier with rifle-resistant plates inside. Angel Armor provides a system allowing the officer to wear soft body armor with rifle-resistant plates throughout their shift, providing much greater officer safety. Previously, rifle-resistant plates were too heavy to be worn throughout a regular shift. Moving to one vest that provides more protection and is not as heavy due to technological advances has saved money while increasing the safety of our personnel.

Due to Kevlar degradation, however, Angel Armor warranties expire every five years. In FY24, sixteen (16) sets of vests for current personnel will need replacing and we have budgeted for eight (8) additional sets for newly hired personnel. A set consists of a front and back carrier, and a front and back plate. Additionally, larger officers' costs per vest increase some due to vests fitted to the specific officer. Given pricing quotes and price lists from the vendor, the total amount needed to purchase twenty-four sets of rifle-rated soft body armor will not exceed \$54,000.00

**POLICY EXPLANATION:**

The Department anticipates needing to purchase twenty-four sets of rifle-rated ballistic vests at an amount not to exceed \$54,000.00.

**FUNDING SOURCE:**

**ORG and Object Number**

Patrol - 01055100 Clothing - 700221

**Available Budget**

\$107,738.00

**Purchase Amount**

\$54,000.00

**After Encumber**

\$53,738.00

**ACTION ALTERNATIVES:**

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

**ATTACHMENTS:**

[Resolution No. - 2023-156 - ANGEL ARMOR - Pdf](#)

**RESOLUTION NO. 2023-156**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PURCHASE OF RIFLE-RESISTANT BODY ARMOR FROM ANGEL ARMOR FOR THE CONTRACTUALLY DISCOUNTED PRICE THROUGH THE BUYBOARD CONTRACT #698-23 IN THE ESTIMATED EXPENDITURE AMOUNT OF \$54,000.00; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** it is necessary to provide the Police Officers the issuance of body armor; and

**WHEREAS,** the City Council of the City of Duncanville, Texas, desires to authorize a services agreement with Angel Armor for Rifle-Resistant Body Armor for an expenditure amount not to exceed \$54,000.00.

**WHEREAS,** the City Council of the City of Duncanville find that the passage of this Resolution is in the best interest of the citizens of Duncanville.

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

**SECTION 1.** The City Council of the City of Duncanville, Texas, hereby authorizes an agreement with Angel Armor for Rifle Resistant Body Armor incorporated herein as Exhibit A and B for replacement body armor and Exhibit C for new hires with an estimated expenditure amount not to exceed \$54,000.00.

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

**SECTION 3.** The City Council of the City of Duncanville has budgeted funds available in account 01055100-700221 for Rifle Resistant Body Armor; and

**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 21st day of November, 2023.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Chiquita Taylor, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney



ANGEL ARMOR™  
4557 DENROSE CT  
FORT COLLINS, CO 80524  
ANGELARMOR.COM

CDF - Cliff Foster

EXHIBIT A

## Customer Quote

|            |             |
|------------|-------------|
| Quote #    | QUO75261-BB |
| Quote Date | 10/26/2023  |
| Expires:   | 11/25/2023  |

CONTRACT #: 698-23

|                                                                                  |
|----------------------------------------------------------------------------------|
| <b>Bill To</b>                                                                   |
| Duncanville PD<br>203 E. Wheatland Road<br>Duncanville TX 75116<br>United States |

|                                                                                  |
|----------------------------------------------------------------------------------|
| <b>Ship To</b>                                                                   |
| Duncanville PD<br>203 E. Wheatland Road<br>Duncanville TX 75116<br>United States |

| Part Number | Description                                                                                                                                                                     | Qty | Unit Price | Amount   |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|----------|
| 01-00491-01 | Flex-QRLB, Black, Premium, IIIA<br><br>Name: Michelle Arias Serial: Front: 2013 Back: 1712 QRLB360: SN<br><br>Name: Ben Luna Serial: Front: 2512 Back: 2213 QRLB360: LN         | 2   | 1,141.38   | 2,282.76 |
| 01-00447-01 | RSC Carrier, Carrier Only, Black<br><br>Name: Michelle Arias Serial: Front: 2013 Back: 1712 G-Hook Belt: XS<br><br>Name: Ben Luna Serial: Front: 2512 Back: 2213 G-Hook Belt: M | 2   | 253.98     | 507.96   |
| 01-00124    | TRUTH 308S, 8X10 FC<br><br>Ben Luna(Back Plate)                                                                                                                                 | 1   | 300.00     | 300.00   |
| 01-00125    | TRUTH 308S, 8X10 SC<br><br>Michelle Arias (Front Plate)                                                                                                                         | 1   | 300.00     | 300.00   |
| 01-00123    | TRUTH 308S, 7X9 FC<br><br>Ben Luna(Front Plate)<br>Michelle Arias( Back Plate)                                                                                                  | 2   | 296.51     | 593.02   |
| 01-22905-01 | Ally One Accessories, Air Panels, Black                                                                                                                                         | 2   | 30.50      | 61.00    |

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Subtotal** 4,044.74  
**Shipping Cost (UPS® Ground)** 184.25  
**Total** ~~\$4,228.99~~

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at [angelarmor.com/terms-and-conditions/](http://angelarmor.com/terms-and-conditions/)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Page 3 of 8



ANGEL ARMOR™  
4557 DENROSE CT  
FORT COLLINS, CO 80524  
ANGELARMOR.COM

CDF - Cliff Foster

EXHIBIT B  
**Customer Quote**

|            |             |
|------------|-------------|
| Quote #    | QUO75133-BB |
| Quote Date | 10/12/2023  |
| Expires:   | 11/11/2023  |

CONTRACT #: 698-23

|                                                                                  |
|----------------------------------------------------------------------------------|
| <b>Bill To</b>                                                                   |
| Duncanville PD<br>203 E. Wheatland Road<br>Duncanville TX 75116<br>United States |

|                                                                                  |
|----------------------------------------------------------------------------------|
| <b>Ship To</b>                                                                   |
| Duncanville PD<br>203 E. Wheatland Road<br>Duncanville TX 75116<br>United States |

| Part Number | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Qty | Unit Price | Amount    |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|-----------|
| 01-00495-02 | Flex-QRLB, DNA, Premium, IIIA 2XL and Larger<br><br>Name: Matthew Stognee Serial: LS204945 Front: 2817 Back: 2516<br>QRLB360: XLN<br><br>Name: Andrew Paczocha Serial: LS204947 Front: 2815 Back: 2515<br>QRLB360: XLN<br><br>Name: Christopher McCaleb Serial: LS204949 Front: 2815 Back: 2816<br>QRLB360: XLR<br><br>Name: Ron Wilcots Serial: LS204951 Front: 2815 Back: 2516<br>QRLB360: XLN<br><br>Name: Thomas Brough Serial: LS204956 Front: 2815 Back: 2515<br>QRLB360: XLN | 5   | 1,191.38   | 5,956.90  |
| 01-00491-02 | Flex-QRLB, DNA, Premium, IIIA<br><br>Name: Nathan Roach Serial: LS204944 Front: 2214 Back: 2014<br>QRLB360: MN<br><br>Name: Kamecha Johnston Serial: LS204946 Front: 2513 Back: 2511<br>QRLB360: LR<br><br>Name: Darius Rodgers Serial: LS204948 Front: 2213 Back: 2014<br>QRLB360: MN                                                                                                                                                                                              | 9   | 1,141.38   | 10,272.42 |

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at [angelarmor.com/terms-and-conditions/](http://angelarmor.com/terms-and-conditions/)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



ANGEL ARMOR™  
4557 DENROSE CT

EXHIBIT B

## Customer Quote

Quote #

QUO75133-BB

| Part Number | Description                                                                         | Qty | Unit Price | Amount   |
|-------------|-------------------------------------------------------------------------------------|-----|------------|----------|
|             | Name: David Richbourg Serial: LS204950 Front: 2515 Back: 2214<br>QRLB360: LN        |     |            |          |
|             | Name: Cory Shockey Serial: LS204952 Front: 2515 Back: 2215<br>QRLB360: LN           |     |            |          |
|             | Name: Darius Williams Serial: LS204953 Front: 2514 Back: 2515<br>QRLB360: LR        |     |            |          |
|             | Name: Ben Shipman Serial: LS204954 Front: 2515 Back: 2514<br>QRLB360: LR            |     |            |          |
|             | Name: Stan Estell Serial: LS204955 Front: 2515 Back: 2514 QRLB360:<br>LR            |     |            |          |
|             | Name: Adrian Tijerina Serial: LS204957 Front: 2516 Back: 2516<br>QRLB360: LR        |     |            |          |
| 01-22905-01 | Ally One Accessories, Air Panels, Black                                             | 14  | 30.50      | 427.00   |
| 01-00447-01 | RSC Carrier, Carrier Only, Black                                                    | 14  | 253.98     | 3,555.72 |
|             | Name: Nathan Roach Serial: LS204930 Front: 2214 Back: 2014 G-Hook<br>Belt: S        |     |            |          |
|             | Name: Matthew Stognee Serial: LS204931 Front: 2817 Back: 2516<br>G-Hook Belt: L     |     |            |          |
|             | Name: Kamecha Johnston Serial: LS204932 Front: 2513 Back: 2511<br>G-Hook Belt: M    |     |            |          |
|             | Name: Andrew Paczocha Serial: LS204933 Front: 2815 Back: 2515<br>G-Hook Belt: L     |     |            |          |
|             | Name: Darius Rodgers Serial: LS204934 Front: 2213 Back: 2014<br>G-Hook Belt: S      |     |            |          |
|             | Name: Christopher McCaleb Serial: LS204935 Front: 2815 Back: 2816<br>G-Hook Belt: L |     |            |          |

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at [angelarmor.com/terms-and-conditions/](http://angelarmor.com/terms-and-conditions/)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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ANGEL ARMOR™  
4557 DENROSE CT

EXHIBIT B

## Customer Quote

Quote #

QUO75133-BB

| Part Number | Description                                                                     | Qty | Unit Price | Amount   |
|-------------|---------------------------------------------------------------------------------|-----|------------|----------|
|             | Name: David Richbourg Serial: LS204936 Front: 2515 Back: 2214<br>G-Hook Belt: M |     |            |          |
|             | Name: Ron Wilcots Serial: LS204937 Front: 2815 Back: 2516 G-Hook<br>Belt: L     |     |            |          |
|             | Name: Cory Shockey Serial: LS204938 Front: 2515 Back: 2215 G-Hook<br>Belt: M    |     |            |          |
|             | Name: Darius Williams Serial: LS204939 Front: 2514 Back: 2515<br>G-Hook Belt: M |     |            |          |
|             | Name: Ben Shipman Serial: LS204940 Front: 2515 Back: 2514 G-Hook<br>Belt: M     |     |            |          |
|             | Name: Stan Estell Serial: LS204941 Front: 2515 Back: 2514 G-Hook<br>Belt: M     |     |            |          |
|             | Name: Thomas Brough Serial: LS204942 Front: 2815 Back: 2515<br>G-Hook Belt: L   |     |            |          |
|             | Name: Adrian Tijerina Serial: LS204943 Front: 2516 Back: 2516<br>G-Hook Belt: M |     |            |          |
| 01-00438    | TRUTH 308 STANDARD, 8X10 SC                                                     | 14  | 300.00     | 4,200.00 |
| 01-00437    | TRUTH 308 STANDARD, 8X10 FC                                                     | 13  | 300.00     | 3,900.00 |
| 01-00436    | TRUTH 308 STANDARD, 7X9 FC                                                      | 1   | 296.51     | 296.51   |
|             | Kemecha Johnston (Back Plate)                                                   |     |            |          |

|                                    |                    |
|------------------------------------|--------------------|
| <b>Subtotal</b>                    | <b>28,608.55</b>   |
| <b>Shipping Cost (UPS® Ground)</b> | <b>381.24</b>      |
| <b>Total</b>                       | <b>\$28,989.79</b> |

Accounts Payable

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at [angelarmor.com/terms-and-conditions/](http://angelarmor.com/terms-and-conditions/)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Page 6 of 8



EXHIBIT C



## 2023 BUY BOARD PRICING

Prices shown are for quantities 1-100. For bulk pricing reach out to your Regional Sales Manager.

**Pricing Effective Date: April 1, 2023, CONTRACT #: 698-23**

| <b>RISE 2.0</b>                      |           |
|--------------------------------------|-----------|
| Black, Dark Navy, Tan 499 & OD Green |           |
| Carrier Only                         | \$253.98  |
| Ultra Premium Level IIIA             | \$1049.58 |
| Premium Level IIIA                   | \$927.18  |
| Standard Level IIIA                  | \$784.38  |
| Premium Level II                     | \$784.38  |

| <b>RISE STEALTH</b>      |           |
|--------------------------|-----------|
| Black                    |           |
| Carrier Only             | \$223.38  |
| Ultra Premium Level IIIA | \$1018.98 |
| Premium Level IIIA       | \$896.58  |
| Standard Level IIIA      | \$753.78  |
| Premium Level II         | \$753.78  |

| <b>RISE UNIFORM - CLASS B</b>                                                           |            |
|-----------------------------------------------------------------------------------------|------------|
| Black, Dark Navy, Ranger Green, OD Green, Spruce Green, Tan 499, Silver Tan & Wolf Gray |            |
| Carrier Only                                                                            | \$368.58   |
| Ultra Premium Level IIIA                                                                | \$1,182.18 |
| Premium Level IIIA                                                                      | \$1,050.48 |
| Standard Level IIIA                                                                     | \$916.98   |
| Premium Level II                                                                        | \$916.98   |

| <b>RISE UNIFORM - LB</b>                                                                |            |
|-----------------------------------------------------------------------------------------|------------|
| Black, Dark Navy, Ranger Green, OD Green, Spruce Green, Tan 499, Silver Tan & Wolf Gray |            |
| Carrier Only                                                                            | \$386.58   |
| Ultra Premium Level IIIA                                                                | \$1,182.18 |
| Premium Level IIIA                                                                      | \$1,050.48 |
| Standard Level IIIA                                                                     | \$916.98   |
| Premium Level II                                                                        | \$916.98   |

| <b>SURCHARGE</b>                                                                                |  |
|-------------------------------------------------------------------------------------------------|--|
| An additional surcharge of \$50 will be applied to all vest sizes <b>Page 7 of 8</b> and above. |  |

| <b>RISE TACTICAL</b>                                                                                |            |
|-----------------------------------------------------------------------------------------------------|------------|
| Black, Dark Navy, Ranger Green, OD Green, Spruce Green, Tan 499, Silver Tan, Wolf Gray, & Multi Cam |            |
| Carrier Only                                                                                        | \$626.28   |
| Ultra Premium Level IIIA                                                                            | \$1,421.88 |
| Premium Level IIIA                                                                                  | \$1,299.48 |
| Standard Level IIIA                                                                                 | \$1,156.68 |
| Premium Level II                                                                                    | \$1,156.68 |

| <b>RISE TACTICAL - QR</b>                                                                           |            |
|-----------------------------------------------------------------------------------------------------|------------|
| Black, Dark Navy, Ranger Green, OD Green, Spruce Green, Tan 499, Silver Tan, Wolf Gray, & Multi Cam |            |
| Carrier Only                                                                                        | \$677.28   |
| Ultra Premium Level IIIA                                                                            | \$1,444    |
| Premium Level IIIA                                                                                  | \$1,350.48 |
| Standard Level IIIA                                                                                 | \$1,207.68 |
| Premium Level II                                                                                    | \$1,207.68 |

| <b>RISE FLEX - LB - CN - G</b>                                                                      |            |
|-----------------------------------------------------------------------------------------------------|------------|
| Black, Dark Navy, Ranger Green, OD Green, Spruce Green, Tan 499, Silver Tan, Wolf Gray, & Multi Cam |            |
| Carrier Only                                                                                        | \$468.18   |
| Ultra Premium Level IIIA                                                                            | \$1,263.78 |
| Premium Level IIIA                                                                                  | \$1,141.38 |
| Standard Level IIIA                                                                                 | \$998.58   |
| Premium Level II                                                                                    | \$998.58   |

| <b>RISE TACTICAL &amp; FLEX ACCESSORIES</b>                                                         |         |
|-----------------------------------------------------------------------------------------------------|---------|
| Black, Dark Navy, Ranger Green, OD Green, Spruce Green, Tan 499, Silver Tan, Wolf Gray, & Multi Cam |         |
| Mission Flap                                                                                        | \$63    |
| MOLLE Bridge                                                                                        | \$53    |
| Triple Rifle Pouch                                                                                  | \$83.50 |
| Roo Pouch                                                                                           | \$78.50 |
| Air Panels (2 QTY) (Black Only)                                                                     | \$30.50 |
| Belly Band (Black Only)                                                                             | \$15.50 |
| Shoulder Pads (Black Only)                                                                          | \$20.50 |

8.7.2023

EXHIBIT C



## 2023 BUY BOARD PRICING

Prices shown are for quantities 1-100. For bulk pricing reach out to your Regional Sales Manager.

Pricing Effective Date: April 1, 2023, CONTRACT #: 698-23

| TRUTH SNAP |              |          |                     |                  |                       |
|------------|--------------|----------|---------------------|------------------|-----------------------|
|            | 308 Standard | 308C     | Ceramic Strike Face | 855-C 308C + CSF | Truth Backer Level II |
| 10 x 12    | \$408        | \$504.90 | \$214.20            | \$698.70         | \$71                  |
| 9 x 11     | \$365        | \$453.90 | \$188.7             | \$632.4          |                       |
| 8 x 10     | \$300        | \$382.50 | \$163.20            | \$525.30         |                       |
| 7 x 9      | \$296.51     | \$326.40 | \$153               | \$459            |                       |
| 5 x 8      | \$265.20     |          |                     |                  |                       |
| 6 x 8      |              | \$254.50 |                     |                  |                       |
| 6 x 6      |              | \$229.50 |                     |                  |                       |

| POUCH SERIES                                                                                        |         |
|-----------------------------------------------------------------------------------------------------|---------|
| Black, Dark Navy, Ranger Green, OD Green, Spruce Green, Tan 499, Silver Tan, Wolf Gray, & Multi Cam |         |
| Single Pistol Mag                                                                                   | \$32    |
| Double Pistol Mag                                                                                   | \$44    |
| Single Rifle Mag                                                                                    | \$34    |
| Tourniquet/Shears                                                                                   | \$32    |
| Single Handcuff                                                                                     | \$32    |
| Radio/Taser                                                                                         | \$34    |
| OC Spray                                                                                            | \$32    |
| Flashlight                                                                                          | \$32    |
| Baton                                                                                               | \$32    |
| Dump Pouch                                                                                          | \$53.32 |

| CONCEALABLE ARMOR PANELS  |       |
|---------------------------|-------|
| 11 X 16 - Ballistic Panel | \$199 |
| 10 x 13 - Ballistic Panel | \$179 |
| 9 x 12 - Ballistic Panel  | \$159 |
| 8 x 11 - Ballistic Panel  | \$149 |

| AVAIL                 |            |
|-----------------------|------------|
| <b>AVAIL IIIA</b>     |            |
| All Models Level IIIA | \$1,072    |
| <b>AVAIL III+</b>     |            |
| Ford SUV 1            | \$1,645.50 |
| Ford SUV 4            | \$1,645.50 |
| Dodge Charger         | \$1,767.50 |
| Chevrolet Tahoe       | \$1,645.50 |
| Ford Truck            | \$1,706.50 |



# STAFF REPORT

**MEETING: City Council - 21 Nov 2023**

**TITLE:**

Consider a resolution authorizing a one-year contract for investment consulting services with Valley View Consulting, LLC, through September 30, 2024, with an estimated Fiscal Year 2024 expenditure in the amount of \$49,000.

**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:**

**Denise Hickman, Controller**

**BACKGROUND/HISTORY:**

The City of Duncanville first began working with Valley View Consulting in 2003, with the most recent contract expiring September 30, 2023. Staff is satisfied with Valley View Consulting, LLC, and recommends approving a contract through September 30, 2024.

The highlights of the contract include:

- Term: one year
- Termination: standard "without cause" termination by both parties
- Adhere to the rules and regulations of Securities and Exchange Commission -registered investment advisors
- The City shall make all decisions regarding purchase and sale of investments

Scope of the work includes, but is not limited to:

- Suggest appropriate investment strategies to achieve the City's objectives,
- Advise the city on market conditions, general information, and economic data
- Analyze risk/return relationships between various invest alternatives,
- Assist in the selection, purchase, and sale of investments, and
- Advise on the investment of bond funds.
- The Advisor shall not have discretionary investment authority of the Investable Funds.

**FUNDING SOURCE:**

**ORG and Object Number**

01022000-700450 (Accounting & Reporting - Contractual Services)

| <u>Available Budget</u> | <u>Purchase Amount</u> | <u>After Encumber</u> |
|-------------------------|------------------------|-----------------------|
| \$96,502.00             | \$49,000.00            | \$47,502.00           |

**ACTION ALTERNATIVES:**

1. Approve the Valley View Consulting Agreement and related expenditures in the amount of \$49,000.
2. Do not approve the Valley View Consulting Agreement and related expenditures in the amount of \$49,000.
3. Other actions as directed by Council.

**ATTACHMENTS:**

[Resolution No. - 2023-134 - Valley View Consulting, LLC - Pdf](#)

**RESOLUTION NO. 2023-134**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A ONE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH VALLEY VIEW CONSULTING, LLC, THROUGH SEPTEMBER 30, 2024, WITH AN ANTICIPATED FISCAL YEAR 2024 EXPENDITURE IN THE AMOUNT OF \$49,000; AND AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE NECESSARY DOUCMENTS RELATED TO SAID AGREEMENT AND EXPENDITURE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Public Funds Investment Act (PFIA), Chapter 2256 provides for the investment of public funds; and

**WHEREAS**, it is in the best interest of the City of Duncanville (City) to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the PFIA; and

**WHEREAS**, investment advisors possess knowledge, expertise and specialization, providing investment information and recommendations related to complying with the PFIA, developing appropriate investment policies and strategies, monitoring market conditions, overseeing risk/return analysis, and diversification of the portfolio; and

**WHEREAS**, Valley View Consulting, LLC, an SEC registered investment advisor, has submitted a proposal to provide non-discretionary management of the City's investment portfolio; and

**WHEREAS**, investment advisory service is a professional service, and as such, bidding requirements are not applicable; and

**WHEREAS**, the City Council of the City of Duncanville, Texas, desires to enter into a one-year professional services agreement with Valley View Consulting, LLC, through September 30, 2024, with an anticipated FY 2024 expenditure in the amount of \$49,000; and authorize the City Manager, or designee, to execute the necessary documents related to said agreement and expenditure.

**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, does hereby authorize a one-year professional services agreement with Valley View Consulting, LLC, through September 30, 2024, with an anticipated Fiscal Year 2024 expenditure in

the amount of \$49,000; and authorizes the City Manager, or designee, to execute the necessary documents related to said agreement and expenditure.

**SECTION 2.** This resolution shall become effective upon its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Duncanville, Texas, on the 21st day of November, 2023.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Chiquita Taylor, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney

## Exhibit A

**AGREEMENT  
BY AND BETWEEN  
THE CITY OF DUNCANVILLE, TEXAS  
AND  
VALLEY VIEW CONSULTING, L.L.C.**

It is understood and agreed that the City of Duncanville (the *Investor*) will have money available for investment (the *Investable Funds*) and Valley View Consulting, L.L.C. (the *Advisor*) has been requested to provide professional services to the Investor with respect to the Investable Funds. This agreement (the *Agreement*) constitutes the understanding of the parties with regard to the subject matter hereof.

1. This Agreement shall apply to any and all Investable Funds of the Investor from time to time during the period in which this Agreement shall be effective.
2. The Advisor agrees to provide professional services as requested by the Investor while adhering to the rules and regulations of Securities and Exchange Commission-registered investment advisors.
3. The Advisor, if so requested, is prepared to perform the following duties, as requested:
  - a. Assist the Investor in developing cash flow projections,
  - b. Suggest appropriate investment strategies to achieve the Investor's objectives,
  - c. Advise the Investor on market conditions, general information and economic data,
  - d. Analyze risk/return relationships between various investment alternatives,
  - e. Attend occasional meetings as requested by the Investor,
  - f. Assist in the selection, purchase, and sale of investments. The Advisor shall not have discretionary investment authority over the Investable Funds and the Investor shall make all decisions regarding purchase and sale of investments. All funds shall be invested consistent with the Texas Public Funds Investment Act, Chapter 2256 Government Code and the Investor's Investment Policy. The eligible investments are listed in the Investor's Investment Policy,
  - g. Advise on the investment of bond funds as to provide the best possible rate of return to the Investor in a manner which is consistent with the proceedings of the Investor authorizing the investment of the bond funds or applicable federal rules and regulations,
  - h. Assist the Investor in creating investment reports in compliance with State legislation and the Investor's Investment Policy,
  - i. Assist the Investor in creating monthly portfolio accounting reports, and
  - j. Assist the Investor in selecting a primary depository services financial institution.
4. The Investor agrees to:

- a. Compensate the Advisor for any and all services rendered and expenses incurred as set forth in Appendix A attached hereto,
- b. Provide the Advisor with the schedule of estimated cash flow requirements related to the Investable Funds, and will promptly notify the Advisor as to any changes in such estimated cash flow projections,
- c. Allow the Advisor to rely upon all information regarding schedules, investment policies and strategies, restrictions, or other information regarding the Investable Funds as provided to it by the Investor and that the Advisor shall have no responsibility to verify, through audit or investigation, the accuracy or completeness of such information,
- d. Recognize that there is no assurance that recommended investments will be available or that such will be able to be purchased or sold at the price recommended by the Advisor, and
- e. Not require the Advisor to place any order on behalf of the Investor that is inconsistent with any recommendation given by the Advisor or the policies and regulations pertaining to the Investor.

5. In providing the investment services in this Agreement, it is agreed that the Advisor shall have no liability or responsibility for any loss or penalty resulting from any investment made or not made in accordance with the provisions of this Agreement, except that the Advisor shall be liable for its own gross negligence or willful misconduct or omission; nor shall the Advisor be responsible for any loss incurred by reason of any act or omission of any broker, selected with reasonable care by the Advisor and approved by the Investor, or of the Investor's custodian. Advisor agrees that Investor has not waived its immunity from suit or liability by entering into or performing under this Agreement. Furthermore, the Advisor shall not be liable for any investment made which causes the interest on the Investor's obligations to become included in the gross income of the owners thereof.

6. The fee due to the Advisor in providing services pursuant to this Agreement shall be calculated in accordance with Appendix A attached hereto, and shall become due and payable as specified. Any and all expenses for which the Advisor is entitled to reimbursement in accordance with Appendix A attached hereto shall become due and payable at the end of each calendar quarter in which such expenses are incurred.

7. This Agreement shall remain in effect until September 30, 2024 with the option of the Investor to extend this Agreement in one or two-year increments thereafter. Provided, however, the Investor or Advisor may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to the Advisor for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated, all investments and/or funds held by the Advisor shall be returned to the Investor as soon as practicable. In addition, the parties hereto agree that upon termination of this Agreement the Advisor shall have no continuing obligation to the Investor regarding the investment of funds or performing any other services contemplated herein.

8. The Advisor reserves the right to offer and perform these and other services for various other clients. The Investor agrees that the Advisor may give advice and take action with respect to any of its other clients, which may differ from advice given to the Investor. The Investor agrees to



coordinate with and avoid undue demands upon the Advisor to prevent conflicts with the performance of the Advisor towards its other clients. Notwithstanding, Advisor represents to Investor that it has, and will maintain during the term of this Agreement, sufficient personnel to perform professional services in a timely and responsive manner.

9. The Advisor shall not assign this Agreement without the express written consent of the Investor.

10. By initialing the appropriate line, Investor acknowledges that:

- 1) \_\_\_\_\_ Investor was provided a written copy of Form ADV Part 2 not less than 48 hours prior to entering into this written contract, or
- 2) \_\_\_\_\_ Investor received a written copy of Form ADV Part 2 at the time of entering into this contract and has the right to terminate this contract without penalty within five business days after entering into this contract.
- 3)   X   Investor is renewing an expiring contract and has received in the past, and offered annually, a written copy of Form ADV Part 2.

When accepted by the Investor, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Investor and Advisor for the purposes and the consideration herein specified. Acceptance will be indicated on one executed copy sent to Advisor.

Respectfully submitted,



Richard G. Long, Jr.  
Manager, Valley View Consulting, L.L.C.

This agreement is hereby agreed to and executed on behalf of the City of Duncanville, Texas.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX A

## REQUESTED SERVICES, FEE SCHEDULE AND EXPENSE ITEMS

In consideration for these services, an annual fee calculated using the following tiered fee schedule. Said fee shall be due and payable at the end of each investment quarter.

| <u>Average Quarter End Book Value</u> | <u>Annual Fee</u>         |
|---------------------------------------|---------------------------|
| First \$20 million                    | 0.070% (7 basis points)   |
| Next \$20 million                     | 0.055% (5.5 basis points) |
| Next \$20 million                     | 0.045% (4.5 basis points) |
| Above \$40 million                    | 0.030% (3 basis points)   |

In the event a flexible repurchase agreement or other similar investment option is utilized, the Advisor shall receive a normal and customary fee within the guidelines of the Internal Revenue Service, in lieu of the Agreement Fee.

Any other services requested by the Investor will include appropriate fees and expenses as mutually agreed to by the Investor and the Advisor at the time of request.

Said fees include all costs related to the requested services, and all travel and business expenses related to attending occasional meetings. Travel and business expenses for special meetings or requests of the Investor will be reimbursed by the Investor to the Advisor, to the extent any such expenses have been pre-approved by the Investor.

Any other fees retained by the Advisor in connection with services provided to the Investor shall be disclosed to the Investor.



# STAFF REPORT

**MEETING: City Council - 21 Nov 2023**

**TITLE:**

Consider a Resolution authorizing the procurement of water bill printing and mailing services with DataProse, LLC, in the unit amounts bid through the City of Allen contract #2019-6-61 with an annual estimated expenditure of \$138,500.00.

**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:**

**Denise Hickman, Controller**

**Cassandra Wright, Utility Customer Service Manager**

**BACKGROUND/HISTORY:**

The City of Duncanville began utilizing an outsourced solution for water bill printing and mailing in 2003. The City has been utilizing DataProse, LLC, through the City of Allen Cooperative Purchasing Agreement since 2015.

The City of Allen most recently renewed this contract in September 2020 for a four-year term through September 24, 2024. Therefore, this authorization will expire concurrently with that contract's term expiration. This contract was most recently taken to City Council on November 16, 2021, for an FY22 expenditure of \$119,000, and the resolution was approved. This year's estimated expenditure represents a \$19,000 increase over FY22.

**POLICY EXPLANATION:**

The scope of services includes labor, technology, and support to extrapolate, print, and mail approximately 184,000 utility billing statements annually, including postage. The benefits of this outsourced service preparation and distribution of water bills are the availability of more information; availability of "stuffers" for enhanced citizen communication; elimination of mailing equipment and paper stock costs (i.e., statements, envelopes, etc.); advanced technology for volume postage discount due to bulk sorting and mailing.

DataProse, LLC provides water utility bill statements and reminder notices. They also provide consistent service when sending our water utility bill statements and reminder notices to our customers.

The annual estimated expenditure for services is \$138,500.00. In FY2021, there were 150,993 regular bills and 32,918 delinquent notices mailed, and therefore an approximate cost of \$0.63 per bill. With current first-class metered mail at \$0.498 per piece, this leaves the cost of paper, supplies, manpower, and overhead at approximately \$0.37 per billing.

**FUNDING SOURCE:**

**ORG and Object Number**

02411000-700451 (Utility Accounting - Maintenance Agreements) - \$55,000; 02411000-700235 (Utility Accounting - Postage) - \$83,500

| <u>Available Budget</u> | <u>Purchase Amount</u> | <u>After Encumber</u> |
|-------------------------|------------------------|-----------------------|
| \$242,250.00            | \$138,500.00           | \$103,750.00          |

**ACTION ALTERNATIVES:**

1. Approve funding in the amount of \$138,500.00 to continue water billing and mailing through DataProse, LLC, for the Utility Customer Service Office.
2. Do not approve funding for DataProse, LLC.
3. Other actions as directed by Council.

**ATTACHMENTS:**

[Resolution No. - 2023-128 - DataProse, LLC -- Utility Billing Printing and Mailing - Pdf](#)

**RESOLUTION NO. 2023-128**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE PROCUREMENT OF WATER BILL PRINTING AND MAILING SERVICES WITH DATAPROSE, LLC, IN THE UNIT AMOUNTS BID THROUGH THE CITY OF ALLEN CONTRACT #2019-6-61 WITH AN ESTIMATED FY24 EXPENDITURE OF \$138,500; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS AND RELATED TO SAID EXPENDITURES; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary to provide accurate, efficient, and customer-oriented utility billing for all City of Duncanville utility customers; and

**WHEREAS**, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with the City of Allen for products and services; and

**WHEREAS**, the City of Allen has taken request for proposals for utility bill printing, mailing and offset printing services; and

**WHEREAS**, DataProse, LLC had the most advantageous offer and was awarded a contract.

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

**SECTION 1.** the City Council of the City of Duncanville hereby approves the procurement of water bill printing and mailing services with DataProse, LLC, in the unit amount proposed through the City of Allen Cooperative Purchasing Agreement, as provided in Exhibit A, with an estimated annual expenditure of \$138,500.00; and the City Council of the City of Duncanville hereby authorizes the City Manager, or his designee, to execute the appropriate and necessary documents and related to said expenditures.

**SECTION 2.** this Resolution shall become effective immediately upon its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of  
Duncanville, Texas, on the 21st day of November, 2023.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Chiquita Taylor, City Secretary

**APPROVED AS TO FORM:**

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Robert E. Hager, City Attorney

EXHIBIT "A"



September 25, 2019

DataProse, LLC  
Attn: William K. Murray  
1122 W. Bethel Road, Suite #100  
Coppell, TX 75019

Subject: Notice to Proceed 2019-6-61  
Annual Services Contract for Utility Billing Print and Mail Services  
Contract Term: September 25, 2019 through September 24, 2020  
Renewal Term: September 25, 2020 through September 24, 2024

Dear Mr. Murray,

Please allow this letter to serve as notice to proceed on the above-mentioned Annual Services Contract for Utility Billing Print and Mail Services. The term will be for a period of one (1) year and will automatically renew annually through the final expiration date, with the exception of either party exercising the "Termination" clause as provided in Article X of the Agreement.

The City of Allen will issue Purchase Orders, as needed, and the Purchase Order number will need to be included on invoices for services rendered.

Please acknowledge receipt and acceptance of this notice by signing below and faxing to 214-509-4675 or email to [cbennett@cityofallen.org](mailto:cbennett@cityofallen.org).

|                               |                  |
|-------------------------------|------------------|
| <u>William K. Murray, CEO</u> | <u>9/25/2019</u> |
| Signature                     | Date             |

If you have any questions concerning this award, please contact me at 214-509-4643.

Sincerely,

Casey Bennett  
Casey Bennett  
Purchasing Analyst



EXHIBIT "A"

2019-6-61 Utility Billing Print and Mail Services  
Bid Tabulation by Supplier

| Line #                                                                | Description                                                                                                   | QTY     | UOM | DataProse, LLC. |              | InfoSend, Inc. |              | Kubra Data Transfer Ltd. |              | Sebis Direct Inc. |              | VariVerge   |              |
|-----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|---------|-----|-----------------|--------------|----------------|--------------|--------------------------|--------------|-------------------|--------------|-------------|--------------|
|                                                                       |                                                                                                               |         |     | Total Price     | \$ 63,680.00 | Total Price    | \$ 83,406.00 | Total Price              | \$ 90,476.31 | Total Price       | \$ 61,119.00 | Total Price | \$ 73,344.26 |
|                                                                       |                                                                                                               |         |     | Unit            | Extended     | Unit           | Extended     | Unit                     | Extended     | Unit              | Extended     | Unit        | Extended     |
| 3                                                                     | Price per bill for a one-page bill, with return envelope (all inclusive)                                      | 400,000 | EA  | \$0.09          | \$36,000.00  | \$0.098        | \$39,200.00  | \$0.106                  | \$42,400.00  | \$0.084           | \$33,600.00  | \$0.124     | \$49,600.00  |
| 4                                                                     | Price per bill for a one-page bill, without return envelope (all inclusive)                                   | 36,000  | EA  | \$0.08          | \$2,880.00   | \$0.0835       | \$3,006.00   | \$0.091                  | \$3,276.00   | \$0.084           | \$3,024.00   | \$0.104     | \$3,744.00   |
| 5                                                                     | Optional pricing for Environmental Attributes as referenced in Section III/Specifications IV                  | 400,000 | EA  | \$0.00          | \$0.00       | \$0.005        | \$2,000.00   | No Bid                   |              | \$0.00            | \$0.00       | No Bid      |              |
| 4                                                                     | Inserting Fee per Insert                                                                                      | 400,000 | EA  | \$0.00          | \$0.00       | \$0.005        | \$2,000.00   |                          |              | \$0.00            | \$0.00       | \$0.00      | \$0.00       |
| 4 ALT1                                                                | Price per additional insert over 3 inserts                                                                    | 400,000 | EA  | \$0.01          |              |                |              |                          |              |                   |              |             |              |
| 6                                                                     | Fees for changing from HTE/SunGard to Tyler/MUNIS Software                                                    | 1       | EA  | \$0.00          | \$0.00       | \$0.00         | \$0.00       | \$20,000.00              | \$20,000.00  | \$495.00          | \$495.00     | \$0.00      | \$0.00       |
| 7                                                                     | OPTIONAL PRINTING SERVICE - Price for 1/0 (ONE COLOR) printing on Mail Out Envelope (not on return envelope)  | 400,000 | EA  | \$0.012         | \$4,800.00   | \$0.027        | \$10,800.00  | \$0.02                   | \$8,000.00   | \$0.02            | \$8,000.00   | \$0.01      | \$4,000.00   |
| 8                                                                     | OPTIONAL PRINTING SERVICE - Price for 2/0 (TWO COLOR) printing on Mail Out Envelope (not on return envelope)  | 400,000 | EA  | \$0.016         | \$6,400.00   | \$0.031        | \$12,400.00  | \$0.02                   | \$8,000.00   | \$0.02            | \$8,000.00   | \$0.015     | \$6,000.00   |
| 9                                                                     | OPTIONAL PRINTING SERVICE - Price for 4/0 (FULL COLOR) printing on Mail Out Envelope (not on return envelope) | 400,000 | EA  | \$0.034         | \$13,600.00  | \$0.035        | \$14,000.00  | \$0.022                  | \$8,800.00   | \$0.02            | \$8,000.00   | \$0.025     | \$10,000.00  |
| 10                                                                    | Other Costs not otherwise listed                                                                              | 1       | EA  |                 |              | \$0.00         | \$0.00       | \$0.305                  | \$0.305      |                   |              | \$0.255     | \$0.255      |
| 10 ALT2                                                               | Bill suppression, oversize bills, mail tracking through use of IMb (no charge)                                | 1       | EA  |                 |              |                |              |                          |              | \$0.00            |              |             |              |
| 10 ALT1                                                               | NCOA, per update                                                                                              | 1       | EA  |                 |              |                |              |                          |              | \$0.15            |              |             |              |
| NIGP Standard Scoring System - Ratio of Low Bid / Bid Price Submitted |                                                                                                               |         |     |                 | 96%          | 73%            | 68%          | 100%                     | 83%          |                   |              |             |              |
| Total Points for Price                                                |                                                                                                               |         |     |                 | 29           | 22             | 20           | 30                       | 25           |                   |              |             |              |

ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS BID TAB SHEET. HOWEVER, THE LISTING OF A BID ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH A BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.

THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS, CITY OF ALLEN PURCHASING GUIDELINES, AND PROJECT DOCUMENTS INCLUDING BUT NOT LIMITED TO THE PROJECT SPECIFICATIONS AND CONTACT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTACT AND ACCORDING TO LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.





# STAFF REPORT

**MEETING:** City Council - 21 Nov 2023

**TITLE:**

Consider a Resolution authorizing an expenditure not to exceed \$84,794 to the Dallas Central Appraisal District (DCAD) for property appraisal services for Fiscal Year 2024.

**Vision Statement:**

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

**Pillar:**

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

**STAFF RESPONSIBLE:**

**Denise Hickman, Controller**

**BACKGROUND/HISTORY:**

Dallas Central Appraisal District (DCAD) is responsible for appraising property for the purpose of ad valorem property tax assessment on behalf of the 61 local governing bodies in Dallas County. DCAD invoices quarterly in advance.

**POLICY EXPLANATION:**

The appraisal district is a political subdivision of the State of Texas. Appraisal districts are responsible for appraising property for property tax purposes for each taxing unit that imposes property taxes on property in the State of Texas.

**FUNDING SOURCE:**

**ORG and Object Number**

01022000-708103 Accounting & Reporting - Professional Services

**Available Budget**

\$92,985.00

**Purchase Amount**

\$84,794.00

**After Encumber**

\$8,191.00

**ACTION ALTERNATIVES:**

1. Approve funding in the amount of \$84,794.00 to Dallas Central Appraisal District.
2. Other actions as directed by Council.

**ATTACHMENTS:**

[Resolution No. - 2023-132 - Dallas Central Appraisal District - Pdf](#)

**RESOLUTION NO. 2023-132**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN EXPENDITURE NOT TO EXCEED \$84,794 TO THE DALLAS CENTRAL APPRAISAL DISTRICT (DCAD) FOR PROPERTY APPRAISAL SERVICES FOR FISCAL YEAR 2024; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City and the Appraisal District are political subdivisions of the State; and

**WHEREAS**, Section 6.01 of the Texas Tax Code established an appraisal district in each county that is responsible for appraising property within that district for ad valorem purposes of each taxing unit that imposes ad valorem taxes on property; and

**WHEREAS**, Section 6.04(d) of the Texas Tax Code states the City of Duncanville, as a participating taxing unit, pays a portion of the appraisal district's budget, allocated in proportion to the total dollar amount of property taxes imposed; and

**WHEREAS**, the City has previously paid DCAD Fiscal Year 2024's Q1 and Q2 quarterly payments totaling \$42,398, and Q3 and Q4 payments will bring the total expenditure to DCAD to \$84,794, thereby exceeding the \$50,000 threshold requiring City Council approval; and

**WHEREAS**, the City Council of the City of Duncanville, Texas, desires to ensure DCAD receives the remaining portion due for Fiscal Year 2024, with the total expenditure not to exceed \$84,794.

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

**SECTION 1.** The City Council for the City of Duncanville does hereby approve an expenditure not to exceed \$84,794 for Fiscal Year 2024 to the Dallas Central Appraisal District (DCAD), as indicated in the DCAD 2023-2024 annual budget, attached hereto as Exhibit "A"; and authorizes the Interim City Manager, or designee, to execute the necessary documents related to said expenditure.

**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 21st day of November, 2023.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Chiquita Taylor, City Secretary

**APPROVED AS TO FORM:**

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Robert E. Hager, City Attorney

Exhibit A



***APPROVED BUDGET***

***2023-2024***

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DALLAS CENTRAL APPRAISAL DISTRICT  
2023/2024  
REVENUE SUMMARY  
BUDGET ALLOCATION

| CITIES          | 2022<br>LEVY           | %               | 2023/2024<br>ALLOCATION |
|-----------------|------------------------|-----------------|-------------------------|
| Addison         | 34,344,960             | 0.4013          | \$136,002               |
| Balch Springs   | 13,095,957             | 0.1530          | \$51,852                |
| Carrollton      | 48,142,738             | 0.5625          | \$190,633               |
| Cedar Hill      | 34,382,122             | 0.4017          | \$136,138               |
| Cockrell Hill   | 1,405,390              | 0.0164          | \$5,558                 |
| Combine         | 82,391                 | 0.0010          | \$339                   |
| Coppell         | 48,695,181             | 0.5690          | \$192,836               |
| Dallas          | 1,270,840,937          | 14.8493         | \$5,032,485             |
| DeSoto          | 43,405,239             | 0.5072          | \$171,892               |
| Duncanville     | 21,410,417             | 0.2502          | \$84,794                |
| Farmers Branch  | 48,774,586             | 0.5699          | \$193,141               |
| Ferris          | 231,306                | 0.0027          | \$915                   |
| Garland         | 151,980,783            | 1.7758          | \$601,825               |
| Glenn Heights   | 4,982,594              | 0.0582          | \$19,724                |
| Grand Prairie   | 74,269,252             | 0.8678          | \$294,101               |
| Grapevine       | 908,165                | 0.0106          | \$3,592                 |
| Highland Park   | 17,085,979             | 0.1996          | \$67,645                |
| Hutchins        | 6,586,377              | 0.0770          | \$26,096                |
| Irving          | 209,955,498            | 2.4532          | \$831,399               |
| Lancaster       | 30,593,844             | 0.3575          | \$121,158               |
| Lewisville      | 514,466                | 0.0060          | \$2,033                 |
| Mesquite        | 78,062,792             | 0.9121          | \$309,114               |
| Ovilla          | 271,156                | 0.0032          | \$1,084                 |
| Richardson      | 72,262,860             | 0.8444          | \$286,170               |
| Rowlett         | 43,753,588             | 0.5112          | \$173,248               |
| Sachse          | 14,248,195             | 0.1665          | \$56,428                |
| Seagoville      | 8,560,087              | 0.1000          | \$33,890                |
| Sunnyvale       | 7,936,662              | 0.0927          | \$31,416                |
| University Park | 23,481,212             | 0.2744          | \$92,995                |
| Wilmer          | 6,219,851              | 0.0727          | \$24,638                |
| Wylie           | 827,711                | 0.0097          | \$3,287                 |
|                 | <u>\$2,317,312,297</u> | <u>27.0768%</u> | <u>9,176,433</u>        |



# STAFF REPORT

**MEETING:** City Council - 21 Nov 2023

**TITLE:**

Consider a resolution ratifying expenditures for the procurement of OpenGov online budgeting and budget book software through Carahsoft in the amount of \$98,492.48 for a two-year period.

**Vision Statement:**

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

**Pillar:**

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

**STAFF RESPONSIBLE:**

**Jennifer Otey, Budget Administrator**

**BACKGROUND/HISTORY:**

The Governmental Finance Officers Association's best practice for budgeting and financial data is to post reports and budgets online. While most entities post static, PDF-type reports on their website, a growing number of governmental entities are utilizing interactive software for financial reports and budget documents. To see some examples from other local governments, see the links below.

San Pablo, CA - <https://stories.opengov.com/sanpablocapublished/FCjpkXLg5>

Winchester, VA - <https://stories.opengov.com/winchestervapublished/s8VlcJvJb>

White Settlement, TX - <https://stories.opengov.com/whitesettlementtxpublished/gMATRgA10>

City Administration budgeted \$12,500 in FY 2022 to go toward an online budget book tool. Due to the transition within Fiscal Services, the online budget book and budgeting platform setup, training, and implementation with OpenGov had been delayed. Currently, the project is 80% complete and it is the desire of staff to continue to work with OpenGov to reach 100% completion.

**POLICY EXPLANATION:**

In FY 2022 the total expense incurred was \$48,650.97. In FY 2023 the total expense incurred was \$49,841.51. However, since only 80% of the product is complete, \$39,873.21 has been paid. The remaining \$9,968.30 will be paid out of FY 2024 funds when the product is 100% complete. It is

anticipated to complete the setup before the end of November, as staff is working through the data validation steps.

Expenditures have already been incurred and therefore Council action is required to ratify the expenditures which exceeded \$50,000.00 to Carahsoft.

**FUNDING SOURCE:**

**ORG and Object Number**

01088000-700450 (Non-departmental Contractual Services (FY 2022) \$48,650.97 and 01088000-700450 (FY 2023) \$39,873.21. Remaining \$9,968.30 will be paid when 100% complete.

| <u>Available Budget</u> | <u>Purchase Amount</u> | <u>After Encumber</u> |
|-------------------------|------------------------|-----------------------|
| \$12,000 (FY 2024)      | \$9,968.30             | \$2,031.70            |

**ACTION ALTERNATIVES:**

1. Approve the ratification of expenditures for FY 22 and FY 23 with Carahsoft for OpenGov software and the additional use of funding for FY 24 to complete the project for a total amount of \$98,492.48.
2. Do not approve the additional funding for FY 24 to complete the project but to ratify the FY 22 and FY 23 incurred expenditures.
3. Other actions as directed by Council.

**ATTACHMENTS:**

[Resolution No. - 2023-141 - Ratification of expenses with Carahsoft for OpenGov software. - Pdf](#)



**RESOLUTION NO. 2023-141**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, RATIFYING EXPENDITURES FOR THE PROCUREMENT OF OPENGOV ONLINE BUDGETING AND BUDGET BOOK SOFTWARE THROUGH CARAHSOFT IN THE AMOUNT OF \$98,492.48 FOR A TWO YEAR PERIOD; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in FY 2022, City Administration budgeted for a digital budget book software with the desire to follow the Governmental Finance Officers Association (GFOA) best practice of a digital, online budget book; and,

**WHEREAS**, with coordination through the Fiscal Service Department purchased OpenGov budgeting platform and online budget book through Carahsoft DIR (Texas Department of Information Resources Cooperative) contract # DIR-TSO-3926; and,

**WHEREAS**, expenses incurred in FY 2022 were \$48,650.97 and in FY 2023 were \$49,841.51, therefore exceeding the \$50,000 threshold and requiring Council approval; and,

**WHEREAS**, as of the date of this resolution, the implementation of the online budget book is 80% complete and staff will continue to work with OpenGov to reach 100% completion.

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

**SECTION 1.** The expenditures for the procurement of OpenGov budgeting software incurred in FY 2022 and FY 2023, for a grand total of \$98,492.48, are hereby ratified.

**SECTION 2.** Continuation of the software, once 100% complete, in FY 2024 and beyond will be evaluated by the new City Manager and Fiscal Service Director for cost and added value for citizens, stakeholders, and staff alike.

**APPROVED:**

\_\_\_\_\_  
Barry L. Gordon, Mayor

**ATTEST:**

\_\_\_\_\_  
Chiquita Taylor, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney



# STAFF REPORT

**MEETING: City Council - 21 Nov 2023**

**TITLE:**

Consider a Resolution approving the purchase of traffic operations equipment, maintenance, and supplies from Paradigm Traffic Systems, Inc. using BuyBoard Contract 695-23, in an amount not to exceed \$170,000.00.

**Vision Statement:**

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

**Pillar:**

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

**STAFF RESPONSIBLE:**

Jacqueline R. Culton, MBA, P.E. Interim Public Works Director  
John Borchardt, Traffic Operations Superintendent

**BACKGROUND/HISTORY:**

The Traffic Operations Division of the Public Works Department routinely purchases equipment, supplies, and services to repair signalized intersections.

Equipment and supplies vary depending on need but can include fiber optic termination panels, advanced traffic controllers, video detection systems, and traffic cabinets. To ensure public safety and reliability of the traffic system, these items are necessary to have on hand for scheduled routine maintenance and in the event of an emergency.

**POLICY EXPLANATION:**

Paradigm Traffic Systems, Inc. of Arlington, TX, has been a vendor of the City of Duncanville for more than 25 years. This authorization would cover the purchase of their products on an as-needed basis through March 31, 2024. There are multiple funding accounts listed for this procurement action. Purchases will be made under the appropriate account, dependent upon the product or service being procured.

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

are competitively bid to increase and simplify the purchasing power of government entities across the State of Texas.

**FUNDING SOURCE:**

**ORG and Object Number**

Traffic Operations Accounts: 01066300-700227 (Direct Materials), 01066300-700230 (Miscellaneous Supplies), 01066300-700233 (Computer Software), 01066300-700442 (Travel), 01066300-700451 (Maintenance Agreements), and 01066300-700662 (Equipment Repair/Maintenance)

| <u>Available Budget</u> | <u>Purchase Amount</u> | <u>After Encumber</u> |
|-------------------------|------------------------|-----------------------|
| \$306,101.04            | \$170,000.00           | \$136,101.04          |

**ACTION ALTERNATIVES:**

1. Approve funding in an amount not to exceed \$170,000.00 to purchase traffic signal equipment, supplies, and services from Paradigm Traffic Systems, Inc.
2. Do not approve funding in an amount not to exceed \$170,000.00 to purchase traffic signal equipment, supplies, and services from Paradigm Traffic Systems, Inc.
3. Other actions as directed by Council.

**ATTACHMENTS:**

[Attachment 1 - BuyBoard Award Letter and Vendor's Acceptance Resolution No. - 2023-181 - Paradigm Traffic Systems, Inc.](#)



## Attachment 1

P.O. Box 400, Austin, Texas 78767  
800.695.2919 • [info@buyboard.com](mailto:info@buyboard.com) • [buyboard.com](http://buyboard.com)

February 7, 2023

Sent Via Email: [jpriester@paradigmtraffic.com](mailto:jpriester@paradigmtraffic.com)

Jerry Priester  
Paradigm Traffic Systems, Inc  
2201 E. Division St.  
Arlington, TX76011

Welcome to BuyBoard!

**Re:** *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation No. 695-23, Traffic Signal Systems and Safety Barrier Products

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2023 through March 31, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 695-23 at: [www.buyboard.com/vendor](http://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](mailto:info@buyboard.com).

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

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

Sincerely,

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

v.02.01.2021

Endorsed by





12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • [buyboard.com](http://buyboard.com)

## **PROPOSER'S ACCEPTANCE AND AGREEMENT**

**Proposal Invitation Name:** Traffic Signal  
Systems and Safety Barrier Products

**Proposal Due Date/Opening Date and Time:**  
October 27, 2022, at 4:00 PM

**Proposal Invitation Number:** 695-23

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

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

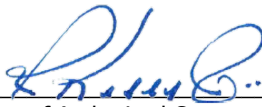
**Anticipated Cooperative Board Meeting Date:**  
February 2023

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

\_\_\_\_\_  
Name of Proposing Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street Address

  
\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Printed Name of Authorized Company Official

\_\_\_\_\_  
Telephone Number of Authorized Company Official

\_\_\_\_\_  
Position or Title of Authorized Company Official

\_\_\_\_\_  
Fax Number of Authorized Company Official

\_\_\_\_\_  
Federal ID Number

**RESOLUTION NO. 2023-181**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PURCHASE OF TRAFFIC OPERATIONS EQUIPMENT, SUPPLIES, AND SERVICES FROM PARADIGM TRAFFIC SYSTEMS, INC. USING BUYBOARD CONTRACT 695-23, IN AN AMOUNT NOT TO EXCEED \$170,000.00; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Public Works Traffic Operations Division purchases traffic signal equipment, supplies, and services as part of their scheduled annual maintenance and replacement program for signalized intersections; and

**WHEREAS**, the City of Duncanville has entered into a Cooperative Purchasing Agreement with the Local Government Purchasing Cooperative (BuyBoard) for products and services; and

**WHEREAS**, BuyBoard has taken competitive sealed bids for Traffic Signal Systems and Safety Barrier Products; and

**WHEREAS**, BuyBoard has awarded Contract 695-23, for Traffic Signal Systems and Safety Barrier Products to Paradigm Traffic Systems, Inc.; and

**WHEREAS**, the City Council of the City of Duncanville, Texas, desires to authorize the purchase of traffic operations equipment, maintenance, and supplies from Paradigm Traffic Systems, Inc. through BuyBoard Contract 695-23, in an amount not to exceed \$170,000.00.

**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 the purchase of traffic operations equipment, supplies, and services from Paradigm Traffic Systems, Inc., through Buyboard Contract 695-23, in an amount not to exceed \$170,000.00; and authorizing the City Manager to execute the necessary documents related to said expenditures.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Duncanville, Texas, on the 21st day of November, 2023.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Chiquita Taylor, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney





# STAFF REPORT

**MEETING: City Council - 21 Nov 2023**

**TITLE:**

Consider a Resolution approving the purchase of traffic operations equipment, supplies, and services from Consolidated Traffic Controls, Inc. using Houston-Galveston Area Council of Governments (HGAC) Contract PE-05-21, in an amount not to exceed \$170,000.00.

**Vision Statement:**

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

**Pillar:**

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

**STAFF RESPONSIBLE:**

**Jacqueline R. Culton, MBA, P.E., Interim Public Works Director**  
**John Borchardt, Traffic Operations Superintendent**  
**Asa Low, Equipment Services Superintendent**

**BACKGROUND/HISTORY:**

The Traffic Operations Division of the Public Works Department routinely purchases equipment, supplies, and services to repair signalized intersections and school zone infrastructure. Equipment and supplies vary depending on need but can include traffic signal heads, school zone flasher equipment, audible push buttons, and driver feedback signs. To ensure public safety and reliability of the traffic system, these items are necessary to have on hand for scheduled routine maintenance and in the event of an emergency.

Additionally, the Equipment Services Division purchases traffic signal preemption equipment, including installation for public safety vehicles.

**POLICY EXPLANATION:**

Consolidated Traffic Controls, Inc. of Arlington, TX, has been a vendor of the City of Duncanville for approximately 38 years. This authorization would cover the purchase of their products on an as-needed basis through April 30, 2024. There are multiple funding accounts listed for this procurement action. Purchases will be made under the appropriate account, dependent upon the product or service being procured.

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

**FUNDING SOURCE:**

**ORG and Object Number**

01066700-700450 (Equipment Services/Contractual Services) and Traffic Operations Accounts:  
01066300-700227 (Direct Materials), 01066300-700230 (Miscellaneous Supplies), 01066300-700233 (Computer Software), 01066300-700442 (Travel), 01066300-700451 (Maintenance Agreements), and 01066300-700662 (Equipment Repair/Maintenance)

| <u>Available Budget</u> | <u>Purchase Amount</u> | <u>After Encumber</u> |
|-------------------------|------------------------|-----------------------|
| \$710,772.29            | \$170,000.00           | \$540,772.29          |

**ACTION ALTERNATIVES:**

1. Approve funding in an amount not to exceed \$170,000.00 to purchase traffic signal equipment, supplies, and services from Consolidated Traffic Controls, Inc.
2. Do not approve funding in an amount not to exceed \$170,000.00 to purchase traffic signal equipment, supplies, and services from Consolidated Traffic Controls, Inc.
3. Other actions as directed by Council.

**ATTACHMENTS:**

[Attachment 1 - Vendor Contract Renewal with HGAC](#)  
[Resolution No. - 2023-180 - Consolidated Traffic Controls, Inc.](#)

DocuSign Envelope ID: FB1DFE02-6418-4762-9ACA-A60F32982487

Attachment 1

**AMENDMENT No. 2 to CONTRACT No. PE05-21**  
**For**  
Traffic Control, Enforcement & Signal Preemption Equipment  
**Between**  
**HOUSTON-GALVESTON AREA COUNCIL**  
**And**  
**Consolidated Traffic Controls, Inc.**


THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through April 30, 2024 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**,  
Houston, Texas


DocuSigned by:  
  


---

42EC270D5D61423  
Chuck Wemple, Executive Director  
Date: 4/27/2023

Signed for: **Consolidated Traffic Controls, Inc.**

Printed Name & Title:

DocuSigned by:  
  


---

4CFC215BBD244A0...  
Bryan Jones Senior Vice President  
Date: 4/26/2023

Revised 6.1.18

**RESOLUTION NO. 2023-180**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PURCHASE OF TRAFFIC OPERATIONS EQUIPMENT, SUPPLIES, AND SERVICES FROM CONSOLIDATED TRAFFIC CONTROLS, INC. USING HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (HGAC) CONTRACT PE-05-21, IN AN AMOUNT NOT TO EXCEED \$170,000.00; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Public Works Traffic Operations Division purchases traffic signal equipment, supplies, and services as part of its annual maintenance and replacement program for signalized intersections and school zone infrastructure; and

**WHEREAS**, the Equipment Services Division purchases traffic signal preemption equipment for public safety vehicles; and

**WHEREAS**, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with the Houston-Galveston Area Council of Governments (HGAC) Cooperative Purchasing Program; and

**WHEREAS**, HGAC has taken sealed bids for Traffic Control, Enforcement and Signal Preemption Equipment; and

**WHEREAS**, HGAC has awarded Contract PE-05-21 for Traffic Control, Enforcement and Signal Preemption Equipment to Consolidated Traffic Controls, Inc.; and

**WHEREAS**, the City Council of the City of Duncanville, Texas, desires to authorize the purchase of traffic operations equipment, maintenance, and supplies from Consolidated Traffic Controls, Inc. through HGAC Contract PE-05-21 in an amount not to exceed \$170,000.00.

**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 the purchase of traffic operations equipment, supplies, and services from Consolidated Traffic Controls, Inc., through HGAC Contract PE-05-21 in an amount not to exceed \$170,000.00; and authorizing the City Manager to execute the necessary documents related to said expenditures.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of  
Duncanville, Texas, on the 21st day of November, 2023.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Chiquita Taylor, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney



# STAFF REPORT

**MEETING: City Council - 21 Nov 2023**

**TITLE:**

Consider a Resolution awarding RFB 23-0002 Waterline Replacement Wren Avenue and Oriole Boulevard I-20 Aerial Crossing construction project to Texas Standard Construction Ltd. through the City's competitive bid process, with a contract amount of \$1,099,215.55 and an additional appropriation of \$109,921.56 as a project contingency for a total amount not to exceed \$1,209,137.11.

**Vision Statement:**

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

**Pillar:**

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

**STAFF RESPONSIBLE:**

**Jacqueline R. Culton, MBA, P.E., Interim Public Works Director**

**BACKGROUND/HISTORY:**

The existing water pipeline along Wren Ave. from Oriole Blvd. to Winding Trl. in the Fairmeadows North Subdivision, constructed in the 1960s, has been repaired numerous times and needs replacement. Additionally, TxDOT recently reconstructed Wren Ave. over this 8-inch water line as part of the TxDOT I-20 Service Road Project. This makes future repairs of the water pipeline more difficult and time-consuming due to the increased depth of the TxDOT pavement should the pipeline remain in its current alignment.

The City of Duncanville experienced the loss of use of the 10" water line on the Oriole Blvd. utility bridge due to the historic freezing temperatures during February 2021. The icy weather caused the water in the pipeline to freeze and caused the pipe to burst.

On May 18, 2021, the City Council approved a Professional Services Agreement with Dunaway Associates to prepare plans and construction specifications for the replacement of approximately 700 linear feet of existing 8-inch water pipeline with a 12-inch water pipeline along Wren Ave. from Oriole Blvd to Winding Trl. and the replacement of 360 linear feet of 10-inch water pipeline with a 12" water pipeline with protective insulation on the Oriole Blvd. utility bridge (see Attachment 1).

**POLICY EXPLANATION:**

RFB 23-0002 Waterline Replacement Wren Avenue and Oriole Boulevard I-20 Aerial Crossing was advertised at Focus Daily News on July 26, 2023, and August 2, 2023. The bid request was also publicized through the bidding notification system for PublicPurchase.com. The City received five completed bids by the bid closing date of September 1, 2023. Texas Standard Construction Ltd., of Dallas, TX, was the lowest responsible and responsive bidder, as shown in Exhibit A. This project was bid in compliance with Texas municipal purchasing statutes.

Staff requests an additional appropriation of \$109,921.56 as a project contingency to cover any unforeseen conditions and expenses that may result in a change order. The total cost of the project's construction should not exceed \$1,209,137.11.

**FUNDING SOURCE:****ORG and Object Number**

17100000-708102 (Utility CIP Water Projects/Construction)

| <u>Available Budget</u> | <u>Purchase Amount</u> | <u>After Encumber</u> |
|-------------------------|------------------------|-----------------------|
| \$4,082,645.00          | \$1,209,137.11         | \$2,873,507.89        |

**ACTION ALTERNATIVES:**

1. Award RFB 23-0002 Waterline Replacement Wren Avenue and Oriole Boulevard I-20 Aerial Crossing construction project to Texas Standard Construction Ltd. through the City's competitive bid process, with a contract amount of \$1,099,215.55 and an additional appropriation of \$109,921.56 as a project contingency for a total amount not to exceed \$1,209,137.11.
2. Do not award RFB 23-0002 Waterline Replacement Wren Avenue and Oriole Boulevard I-20 Aerial Crossing construction project to Texas Standard Construction Ltd. through the City's competitive bid process, with a contract amount of \$1,099,215.55 and an additional appropriation of \$109,921.56 as a project contingency for a total amount not to exceed \$1,209,137.11.
3. Other actions as directed by Council.

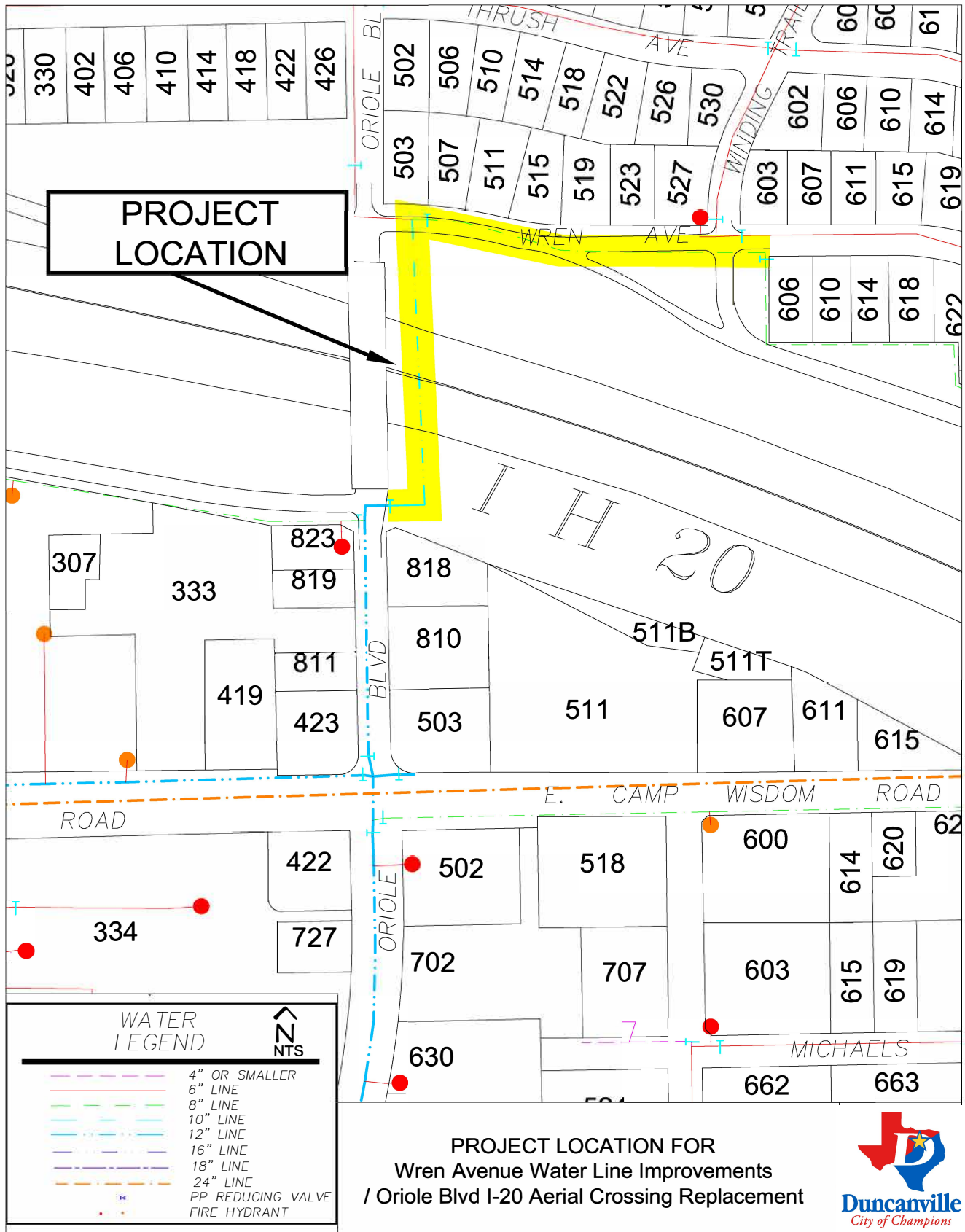
**ATTACHMENTS:**

[Attachment 1 - Project Location Map Wren Ave. and Utility Bridge at Oriole Blvd. Water Pipelines Replacement](#)

[Resolution No. - 2023-162 - Wren & Oriole Waterline Replacement with Exhibit](#)



Attachment 1



**RESOLUTION NO. 2023-162**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDED RFB 23-0002 WATERLINE REPLACEMENT WREN AVENUE AND ORIOLE BOULEVARD I-20 AERIAL CROSSING CONSTRUCTION PROJECT TO TEXAS STANDARD CONSTRUCTION LTD., THROUGH THE CITY'S COMPETITIVE BID PROCESS, WITH A CONTRACT AMOUNT OF \$1,099,215.55 AND AN ADDITIONAL APPROPRIATION OF \$109,921.56 AS A PROJECT CONTINGENCY FOR A TOTAL AMOUNT NOT TO EXCEED \$1,209,137.11; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, improvements are needed on the I-20 aerial crossing at Wren Avenue and Oriole Boulevard; and

**WHEREAS**, change orders increasing the total contract price or valued at \$50,000.00 or greater require City Council approval; and

**WHEREAS**, a project contingency authorizes the City Manager or designee to execute change orders valued at less than \$50,000.00; and

**WHEREAS**, the City Council of the City of Duncanville, Texas, desires to award RFB 23-0002 to Texas Standard Construction Ltd. in the amount of \$1,099,215.55 and authorize an additional appropriation of \$109,921.56 as a project contingency for a total amount not to exceed \$1,209,137.11.

**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 RFB 23-0002 and authorizes a contract with Texas Standard Construction Ltd. in the amount of \$1,099,215.55 for utility infrastructure improvements, and authorizes an additional appropriation of \$109,921.56 as a project contingency for a total amount not to exceed \$1,209,137.11.

**SECTION 2.** The City Council of the City of Duncanville, Texas, authorizes the City Manager or designee to execute the appropriate and necessary contracts and documents after approval as to form by the City Attorney and compliance with the payment, performance, and maintenance bonds required by law.

**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 21st day of November, 2023.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Chiquita Taylor, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney

Exhibit A

|                                   |                                               |      |                                                        |                                 |                     |                           |                     |                          |                     |                              |                     |                          |                     |
|-----------------------------------|-----------------------------------------------|------|--------------------------------------------------------|---------------------------------|---------------------|---------------------------|---------------------|--------------------------|---------------------|------------------------------|---------------------|--------------------------|---------------------|
| Owner:<br>Project:<br>Page 4 of 5 | City of Duncanville, Dallas County, Texas     |      |                                                        | Bidders Name & Address          |                     | Bidders Name & Address    |                     | Bidders Name & Address   |                     | Bidders Name & Address       |                     | Bidders Name & Address   |                     |
|                                   | FY-2016 Wastewater Water Improvements         |      |                                                        | Texas Standard Construction LTD |                     | Fow-Line Construction Inc |                     | Canary Construction Inc  |                     | Atkins Bros. Equip. Co. Inc. |                     | SYB Construction Co Inc  |                     |
|                                   | Water Main Replacement                        |      |                                                        | PO Box 210768                   |                     | PO Box 600881             |                     | 802 N Kealy Ave Ste 101  |                     | 3516 Old Ft Worth Rd         |                     | 421 Compton Ave          |                     |
|                                   | Wren Ave and Oriole Blvd I-20 Aerial Crossing |      |                                                        | 5511 W Lebetter Dr              |                     | 4665 W Kiest Blvd         |                     | Lewisville TX 75057      |                     | Midlothian Texas 76065       |                     | Irving Texas 75061       |                     |
| RFB 23-0002                       |                                               |      | Dallas TX 75236                                        |                                 | Dallas Texas 75236  |                           |                     |                          | 972-775-7955        |                              | 972-399-1066        |                          |                     |
| 214-330-5229                      |                                               |      |                                                        |                                 | 214-390-2848        |                           | 469-464-3823        |                          |                     |                              |                     |                          |                     |
| Bid Opens                         |                                               |      |                                                        | September 1, 2023 @ 2:00 PM     |                     |                           |                     |                          |                     |                              |                     |                          |                     |
| Item #                            | Est. Qty.                                     | Unit | Description                                            | Unit Bid Price Materials        | Total Bid Extension | Unit Bid Price Materials  | Total Bid Extension | Unit Bid Price Materials | Total Bid Extension | Unit Bid Price Materials     | Total Bid Extension | Unit Bid Price Materials | Total Bid Extension |
|                                   |                                               |      |                                                        |                                 |                     |                           |                     |                          |                     |                              |                     |                          |                     |
|                                   |                                               |      | WREN AVE / I 20 SERVICE ROAD WATER IMPROVEMENTS        |                                 |                     |                           |                     |                          |                     |                              |                     |                          |                     |
| 101                               | 1                                             | LS   | Clear and Grub                                         | \$ 32,950.00                    | \$ 32,950.00        | \$ 30,000.00              | \$ 30,000.00        | \$ 6,500.00              | \$ 6,500.00         | \$ 4,000.00                  | \$ 4,000.00         | \$ 15,000.00             | \$ 15,000.00        |
| 101A                              | 6                                             | EA   | Remove Tree 6"<15"                                     | \$ 50.00                        | \$ 300.00           | \$ 1,500.00               | \$ 9,000.00         | \$ 1,500.00              | \$ 9,000.00         | \$ 1,200.00                  | \$ 7,200.00         | \$ 500.00                | \$ 3,000.00         |
| 110                               | 1                                             | LS   | Mobilization @ 5%                                      | \$ 18,000.00                    | \$ 18,000.00        | \$ 40,000.00              | \$ 40,000.00        | \$ 45,000.00             | \$ 45,000.00        | \$ 25,000.00                 | \$ 25,000.00        | \$ 51,000.00             | \$ 51,000.00        |
| 201                               | 34                                            | SY   | Remove Concrete Pavement                               | \$ 26.95                        | \$ 916.30           | \$ 20.00                  | \$ 680.00           | \$ 150.00                | \$ 5,100.00         | \$ 195.00                    | \$ 6,630.00         | \$ 50.00                 | \$ 1,700.00         |
| 201A                              | 112                                           | SY   | Remove Concrete Driveway                               | \$ 17.10                        | \$ 1,915.20         | \$ 20.00                  | \$ 2,240.00         | \$ 150.00                | \$ 16,800.00        | \$ 90.00                     | \$ 10,080.00        | \$ 50.00                 | \$ 5,600.00         |
| 202                               | 65                                            | LF   | Remove Separate Concrete Curb & Gutter                 | \$ 8.59                         | \$ 558.35           | \$ 20.00                  | \$ 1,300.00         | \$ 50.00                 | \$ 3,250.00         | \$ 95.00                     | \$ 6,175.00         | \$ 40.00                 | \$ 2,600.00         |
| 202A                              | 142                                           | SY   | Remove Asphalt Pavement                                | \$ 9.80                         | \$ 1,391.60         | \$ 20.00                  | \$ 2,840.00         | \$ 100.00                | \$ 14,200.00        | \$ 65.00                     | \$ 9,230.00         | \$ 50.00                 | \$ 7,100.00         |
| 203                               | 2825                                          | SF   | Remove Concrete Sidewalk                               | \$ 0.10                         | \$ 282.50           | \$ 2.00                   | \$ 5,650.00         | \$ 8.00                  | \$ 22,600.00        | \$ 75.00                     | \$ 211,875.00       | \$ 2.00                  | \$ 5,650.00         |
| 320                               | 51                                            | LF   | 6" Separate Concrete Curb & Gutter                     | \$ 54.00                        | \$ 2,754.00         | \$ 55.00                  | \$ 2,805.00         | \$ 95.00                 | \$ 4,845.00         | \$ 95.00                     | \$ 4,845.00         | \$ 120.00                | \$ 6,120.00         |
| 355                               | 2115                                          | SF   | 4" Concrete Reinforced Sidewalk 3,000 PSI              | \$ 4.90                         | \$ 10,363.50        | \$ 15.00                  | \$ 31,725.00        | \$ 13.00                 | \$ 27,495.00        | \$ 40.00                     | \$ 84,600.00        | \$ 12.00                 | \$ 25,380.00        |
| 433                               | 17                                            | SY   | Asphalt Transition ( 6" TYPE D )                       | \$ 260.00                       | \$ 4,420.00         | \$ 200.00                 | \$ 3,400.00         | \$ 450.00                | \$ 7,650.00         | \$ 150.00                    | \$ 2,550.00         | \$ 165.00                | \$ 2,805.00         |
| 453                               | 34                                            | SY   | 8" Reinforced Concrete Pavement (4,000 PSI)            | \$ 116.00                       | \$ 3,944.00         | \$ 220.00                 | \$ 7,480.00         | \$ 285.00                | \$ 9,690.00         | \$ 200.00                    | \$ 6,800.00         | \$ 285.00                | \$ 9,690.00         |
| 459                               | 121                                           | SY   | 6" Concrete Reinforced Driveway                        | \$ 124.50                       | \$ 15,064.50        | \$ 220.00                 | \$ 26,620.00        | \$ 275.00                | \$ 33,275.00        | \$ 220.00                    | \$ 26,620.00        | \$ 185.00                | \$ 22,385.00        |
| 618A                              | 6                                             | EA   | TxDot Type 7 ADA Ramp                                  | \$ 3,482.00                     | \$ 20,892.00        | \$ 5,000.00               | \$ 30,000.00        | \$ 2,500.00              | \$ 15,000.00        | \$ 7,000.00                  | \$ 42,000.00        | \$ 3,500.00              | \$ 21,000.00        |
| 618B                              | 2                                             | EA   | TxDot Type 2 ADA Ramp                                  | \$ 3,609.00                     | \$ 7,218.00         | \$ 7,000.00               | \$ 14,000.00        | \$ 3,000.00              | \$ 6,000.00         | \$ 7,000.00                  | \$ 14,000.00        | \$ 3,500.00              | \$ 7,000.00         |
| 632A                              | 3                                             | EA   | Remove and Reset Existing City Signs                   | \$ 95.00                        | \$ 285.00           | \$ 200.00                 | \$ 600.00           | \$ 1,500.00              | \$ 4,500.00         | \$ 1,000.00                  | \$ 3,000.00         | \$ 500.00                | \$ 1,500.00         |
| 632B                              | 4                                             | EA   | Remove and Reset Existing TxDot Signs                  | \$ 190.00                       | \$ 760.00           | \$ 200.00                 | \$ 800.00           | \$ 1,500.00              | \$ 6,000.00         | \$ 1,000.00                  | \$ 4,000.00         | \$ 500.00                | \$ 2,000.00         |
| 654                               | 560                                           | SY   | Block Sod To Match Existing                            | \$ 6.95                         | \$ 3,892.00         | \$ 20.00                  | \$ 11,200.00        | \$ 22.00                 | \$ 12,320.00        | \$ 35.00                     | \$ 19,600.00        | \$ 15.00                 | \$ 8,400.00         |
| 707C                              | 135                                           | LF   | 8" SLD PVTM Markings                                   | \$ 17.00                        | \$ 2,295.00         | \$ 30.00                  | \$ 4,050.00         | \$ 55.00                 | \$ 7,425.00         | \$ 50.00                     | \$ 6,750.00         | \$ 10.00                 | \$ 1,350.00         |
| 921                               | 1                                             | EA   | Re-Connect Irrigation (Wren Ave)                       | \$ 1,950.00                     | \$ 1,950.00         | \$ 5,000.00               | \$ 5,000.00         | \$ 4,500.00              | \$ 4,500.00         | \$ 10,000.00                 | \$ 10,000.00        | \$ 5,000.00              | \$ 5,000.00         |
| 1601                              | 2                                             | MO   | Traffic Control                                        | \$ 6,900.00                     | \$ 13,800.00        | \$ 25,000.00              | \$ 50,000.00        | \$ 2,900.00              | \$ 5,800.00         | \$ 500.00                    | \$ 1,000.00         | \$ 25,000.00             | \$ 50,000.00        |
| 2220                              | 2                                             | EA   | Project Sign                                           | \$ 984.00                       | \$ 1,968.00         | \$ 2,000.00               | \$ 4,000.00         | \$ 1,200.00              | \$ 2,400.00         | \$ 1,000.00                  | \$ 2,000.00         | \$ 800.00                | \$ 1,600.00         |
| 1800H                             | 153                                           | LF   | 6" AWWA C900, DR14 PVC Water Line BY OPEN CUT          | \$ 117.50                       | \$ 17,977.50        | \$ 105.00                 | \$ 16,065.00        | \$ 155.00                | \$ 23,715.00        | \$ 145.00                    | \$ 22,185.00        | \$ 280.00                | \$ 42,840.00        |
| 1800J                             | 16                                            | LF   | 8" AWWA C900, DR14 PVC Water Line BY OPEN CUT          | \$ 146.70                       | \$ 2,347.20         | \$ 120.00                 | \$ 1,920.00         | \$ 165.00                | \$ 2,640.00         | \$ 165.00                    | \$ 2,640.00         | \$ 300.00                | \$ 4,800.00         |
| 1800L                             | 902                                           | LF   | 12" AWWA C900, DR14 PVC Water Line BY OPEN CUT         | \$ 178.20                       | \$ 160,736.40       | \$ 165.00                 | \$ 148,830.00       | \$ 195.00                | \$ 175,890.00       | \$ 195.00                    | \$ 175,890.00       | \$ 380.00                | \$ 342,760.00       |
| 5020                              | 5                                             | TON  | Ductile Iron Water Fittings with Restraint             | \$ 10,325.00                    | \$ 51,625.00        | \$ 13,000.00              | \$ 65,000.00        | \$ 25,000.00             | \$ 125,000.00       | \$ 14,000.00                 | \$ 70,000.00        | \$ 14,000.00             | \$ 70,000.00        |
| 5050                              | 8                                             | EA   | 1" Water Service Connection & Meter Box                | \$ 1,242.00                     | \$ 9,936.00         | \$ 4,000.00               | \$ 32,000.00        | \$ 3,600.00              | \$ 28,800.00        | \$ 7,500.00                  | \$ 60,000.00        | \$ 3,880.00              | \$ 31,040.00        |
| 5050A                             | 8                                             | EA   | Connect Water Service on Customer Side with Plumber    | \$ 318.00                       | \$ 2,544.00         | \$ 1,000.00               | \$ 8,000.00         | \$ 3,600.00              | \$ 28,800.00        | \$ 3,000.00                  | \$ 24,000.00        | \$ 1,000.00              | \$ 8,000.00         |
| 5091                              | 3                                             | EA   | Fire Hydrant Assembly                                  | \$ 3,918.00                     | \$ 11,754.00        | \$ 7,000.00               | \$ 21,000.00        | \$ 15,000.00             | \$ 45,000.00        | \$ 6,500.00                  | \$ 19,500.00        | \$ 10,970.00             | \$ 32,910.00        |
| 5092                              | 2                                             | EA   | Remove & Salvage Existing Fire Hydrant & Appurtenances | \$ 195.00                       | \$ 390.00           | \$ 500.00                 | \$ 1,000.00         | \$ 950.00                | \$ 1,900.00         | \$ 7,000.00                  | \$ 14,000.00        | \$ 800.00                | \$ 1,600.00         |
| 5100H                             | 9                                             | EA   | 6" Gate Valve & Valve Stack                            | \$ 1,973.00                     | \$ 17,757.00        | \$ 4,000.00               | \$ 36,000.00        | \$ 2,900.00              | \$ 26,100.00        | \$ 2,000.00                  | \$ 18,000.00        | \$ 4,800.00              | \$ 43,200.00        |
| 5100J                             | 1                                             | EA   | 8" Gate Valve & Valve Stack                            | \$ 3,795.00                     | \$ 3,795.00         | \$ 5,000.00               | \$ 5,000.00         | \$ 4,000.00              | \$ 4,000.00         | \$ 3,000.00                  | \$ 3,000.00         | \$ 5,400.00              | \$ 5,400.00         |
| 5100L                             | 13                                            | EA   | 12" Gate Valve & Valve Stack                           | \$ 5,321.00                     | \$ 69,173.00        | \$ 6,000.00               | \$ 78,000.00        | \$ 5,500.00              | \$ 71,500.00        | \$ 4,000.00                  | \$ 52,000.00        | \$ 7,500.00              | \$ 97,500.00        |
| 5120H                             | 8                                             | EA   | Remove & Salvage Existing 6" Gate Valve Valve Stack    | \$ 100.00                       | \$ 800.00           | \$ 500.00                 | \$ 4,000.00         | \$ 600.00                | \$ 4,800.00         | \$ 3,000.00                  | \$ 24,000.00        | \$ 700.00                | \$ 5,600.00         |
| 5120J                             | 1                                             | EA   | Remove & Salvage Existing 8" Gate Valve Valve Stack    | \$ 100.00                       | \$ 100.00           | \$ 500.00                 | \$ 500.00           | \$ 800.00                | \$ 800.00           | \$ 4,000.00                  | \$ 4,000.00         | \$ 800.00                | \$ 800.00           |
| 5120K                             | 1                                             | EA   | Remove & Salvage Existing 10" Gate Valve Valve Stack   | \$ 100.00                       | \$ 100.00           | \$ 500.00                 | \$ 500.00           | \$ 950.00                | \$ 950.00           | \$ 4,000.00                  | \$ 4,000.00         | \$ 1,000.00              | \$ 1,000.00         |
| 5600                              | 13                                            | EA   | Cut & Plug Existing Water Main                         | \$ 465.00                       | \$ 6,045.00         | \$ 400.00                 | \$ 5,200.00         | \$ 3,800.00              | \$ 49,400.00        | \$ 1,000.00                  | \$ 13,000.00        | \$ 2,500.00              | \$ 32,500.00        |
| 6925                              | 1                                             | LS   | Trench Safety Design                                   | \$ 1,295.00                     | \$ 1,295.00         | \$ 1,000.00               | \$ 1,000.00         | \$ 1,500.00              | \$ 1,500.00         | \$ 200.00                    | \$ 200.00           | \$ 2,500.00              | \$ 2,500.00         |

|        |      |     |                                                                                |              |                 |              |                  |              |                 |              |                 |               |                 |
|--------|------|-----|--------------------------------------------------------------------------------|--------------|-----------------|--------------|------------------|--------------|-----------------|--------------|-----------------|---------------|-----------------|
| 6925B  | 1071 | LF  | Trench Safety For Water                                                        | \$ 4.65      | \$ 4,980.15     | \$ 4.00      | \$ 4,284.00      | \$ 2.00      | \$ 2,142.00     | \$ 1.00      | \$ 1,071.00     | \$ 5.00       | \$ 5,355.00     |
| 7520   | 19   | TN  | Temporary Asphalt ( 2" TYPE D HMAC )                                           | \$ 246.00    | \$ 4,674.00     | \$ 400.00    | \$ 7,600.00      | \$ 1,100.00  | \$ 20,900.00    | \$ 200.00    | \$ 3,800.00     | \$ 225.00     | \$ 4,275.00     |
| 7522B  | 161  | SY  | Type II Permanent Pavement Repair (2" Type D HMAC / 6" Reinforced Concrete)    | \$ 129.50    | \$ 20,849.50    | \$ 200.00    | \$ 32,200.00     | \$ 210.00    | \$ 33,810.00    | \$ 200.00    | \$ 32,200.00    | \$ 225.00     | \$ 36,225.00    |
| 20400H | 6    | EA  | Connect to Existing 6" Main                                                    | \$ 2,059.00  | \$ 12,354.00    | \$ 5,000.00  | \$ 30,000.00     | \$ 6,000.00  | \$ 36,000.00    | \$ 2,500.00  | \$ 15,000.00    | \$ 3,000.00   | \$ 18,000.00    |
| 20400J | 1    | EA  | Connect to Existing 8" Main                                                    | \$ 2,902.00  | \$ 2,902.00     | \$ 5,000.00  | \$ 5,000.00      | \$ 7,000.00  | \$ 7,000.00     | \$ 7,500.00  | \$ 7,500.00     | \$ 3,200.00   | \$ 3,200.00     |
| 20500C | 7    | EA  | Exploratory Excavation of Existing Utilities                                   | \$ 195.00    | \$ 1,365.00     | \$ 2,000.00  | \$ 14,000.00     | \$ 1,200.00  | \$ 8,400.00     | \$ 450.00    | \$ 3,150.00     | \$ 2,000.00   | \$ 14,000.00    |
| 3100   | 4    | EA  | Utility Pipe Supports                                                          | \$ 1,249.00  | \$ 4,996.00     | \$ 2,000.00  | \$ 8,000.00      | \$ 2,000.00  | \$ 8,000.00     | \$ 800.00    | \$ 3,200.00     | \$ 1,500.00   | \$ 6,000.00     |
| 3100H  | 20   | LF  | 6" ASTM 3034 SDR-26 150 PSI PVC Sewwer Main Open Cut Embedded in CSS           | \$ 306.00    | \$ 6,120.00     | \$ 500.00    | \$ 10,000.00     | \$ 450.00    | \$ 9,000.00     | \$ 145.00    | \$ 2,900.00     | \$ 400.00     | \$ 8,000.00     |
| 3100J  | 40   | LF  | 8" ASTM 3034 SDR-26 150 PSI PVC Sewwer Main Open Cut Embedded in CSS           | \$ 306.00    | \$ 12,240.00    | \$ 600.00    | \$ 24,000.00     | \$ 475.00    | \$ 19,000.00    | \$ 165.00    | \$ 6,600.00     | \$ 410.00     | \$ 16,400.00    |
|        |      |     | Section Total                                                                  |              | \$ 572,775.70   |              | \$ 842,489.00    |              | \$ 1,004,397.00 |              | \$ 1,089,791.00 |               | \$ 1,089,785.00 |
|        |      |     | ORIOLE BLVD WATER IMPROVEMENTS                                                 |              |                 |              |                  |              |                 |              |                 |               |                 |
| 101A   | 3    | EA  | Remove Tree 6"<15"                                                             | \$ 50.00     | \$ 150.00       | \$ 1,500.00  | \$ 4,500.00      | \$ 1,500.00  | \$ 4,500.00     | \$ 2,000.00  | \$ 6,000.00     | \$ 500.00     | \$ 1,500.00     |
| 110    | 1    | LS  | Mobilization @ 5%                                                              | \$ 9,500.00  | \$ 9,500.00     | \$ 30,000.00 | \$ 30,000.00     | \$ 30,000.00 | \$ 30,000.00    | \$ 25,000.00 | \$ 25,000.00    | \$ 55,000.00  | \$ 55,000.00    |
| 654    | 180  | SY  | Block Sod To Match Existing                                                    | \$ 6.95      | \$ 1,251.00     | \$ 20.00     | \$ 3,600.00      | \$ 25.00     | \$ 4,500.00     | \$ 70.00     | \$ 12,600.00    | \$ 15.00      | \$ 2,700.00     |
| 1601   | 1    | MO  | Traffic Control                                                                | \$ 6,900.00  | \$ 6,900.00     | \$ 25,000.00 | \$ 25,000.00     | \$ 15,000.00 | \$ 15,000.00    | \$ 800.00    | \$ 800.00       | \$ 25,000.00  | \$ 25,000.00    |
| 1500L  | 351  | LF  | 12" Restrained Ductile Iron Water Line on Utility Bridge                       | \$ 569.50    | \$ 199,894.50   | \$ 800.00    | \$ 280,800.00    | \$ 850.00    | \$ 298,350.00   | \$ 2,000.00  | \$ 702,000.00   | \$ 1,020.00   | \$ 358,020.00   |
| 1800L  | 58   | LF  | 12" AWWA C900, DR14 PVC Water Line BY OPEN CUT                                 | \$ 149.00    | \$ 8,642.00     | \$ 165.00    | \$ 9,570.00      | \$ 450.00    | \$ 26,100.00    | \$ 195.00    | \$ 11,310.00    | \$ 600.00     | \$ 34,800.00    |
| 5020   | 1    | TON | Ductile Iron Water Fittings with Restraint                                     | \$ 15,950.00 | \$ 15,950.00    | \$ 13,000.00 | \$ 13,000.00     | \$ 25,000.00 | \$ 25,000.00    | \$ 14,000.00 | \$ 14,000.00    | \$ 14,000.00  | \$ 14,000.00    |
| 5100L  | 2    | EA  | 12" Gate Valve & Valve Stack                                                   | \$ 9,730.00  | \$ 19,460.00    | \$ 6,000.00  | \$ 12,000.00     | \$ 5,500.00  | \$ 11,000.00    | \$ 5,000.00  | \$ 10,000.00    | \$ 7,500.00   | \$ 15,000.00    |
| 5500L  | 116  | LF  | 12" Water Main, By Other Than Open Cut 20" By 0.375" Steel Casing              | \$ 938.00    | \$ 108,808.00   | \$ 1,500.00  | \$ 174,000.00    | \$ 1,550.00  | \$ 179,800.00   | \$ 250.00    | \$ 29,000.00    | \$ 2,960.00   | \$ 343,360.00   |
| 5600   | 2    | EA  | Cut & Plug Existing Water Main                                                 | \$ 929.00    | \$ 1,858.00     | \$ 400.00    | \$ 800.00        | \$ 1,500.00  | \$ 3,000.00     | \$ 7,500.00  | \$ 15,000.00    | \$ 2,500.00   | \$ 5,000.00     |
| 5761   | 1    | EA  | 2" Air Release Valve W/ Insulated Enclosure                                    | \$ 7,685.00  | \$ 7,685.00     | \$ 10,000.00 | \$ 10,000.00     | \$ 32,000.00 | \$ 32,000.00    | \$ 9,000.00  | \$ 9,000.00     | \$ 10,150.00  | \$ 10,150.00    |
| 6925B  | 58   | LF  | Trench Safety For Water                                                        | \$ 4.95      | \$ 287.10       | \$ 4.00      | \$ 232.00        | \$ 15.00     | \$ 870.00       | \$ 3.00      | \$ 174.00       | \$ 5.00       | \$ 290.00       |
| 20500C | 2    | EA  | Exploratory Excavation of Existing Utilities                                   | \$ 195.00    | \$ 390.00       | \$ 2,000.00  | \$ 4,000.00      | \$ 1,200.00  | \$ 2,400.00     | \$ 6,000.00  | \$ 12,000.00    | \$ 2,500.00   | \$ 5,000.00     |
| 6500   | 351  | LF  | Dip 2" Polyurethane Insulation & Aluminum Service Jacket                       | \$ 108.75    | \$ 38,171.25    | \$ 30,000.00 | \$ 10,530,000.00 | \$ 65.00     | \$ 22,815.00    | \$ 65.00     | \$ 22,815.00    | \$ 118.00     | \$ 41,418.00    |
| 6600   | 20   | EA  | Pipe Supports                                                                  | \$ 1,935.00  | \$ 38,700.00    | \$ 1,000.00  | \$ 20,000.00     | \$ 1,100.00  | \$ 22,000.00    | \$ 90.00     | \$ 1,800.00     | \$ 4,825.00   | \$ 96,500.00    |
| 6610   | 3    | EA  | 12" Expansion/Contraction Joint with Insulation                                | \$ 12,931.00 | \$ 38,793.00    | \$ 15,000.00 | \$ 45,000.00     | \$ 4,500.00  | \$ 13,500.00    | \$ 3,000.00  | \$ 9,000.00     | \$ 11,210.00  | \$ 33,630.00    |
| 5670   | 1    | LS  | Remove Existing Water Pipes ( 6" 350 350 LF & 10" 350 LF ) and Supports Straps | \$ 30,000.00 | \$ 30,000.00    | \$ 25,000.00 | \$ 25,000.00     | \$ 19,000.00 | \$ 19,000.00    | \$ 20,000.00 | \$ 20,000.00    | \$ 116,000.00 | \$ 116,000.00   |
|        |      |     | Section Total                                                                  |              | \$ 526,439.85   |              | \$ 11,187,502.00 |              | \$ 709,835.00   |              | \$ 900,499.00   |               | \$ 1,157,368.00 |
|        |      |     |                                                                                |              |                 |              |                  |              |                 |              |                 |               |                 |
|        |      |     |                                                                                |              |                 |              |                  |              |                 |              |                 |               |                 |
|        |      |     | WREN AVE / I 20 SERVICE ROAD WATER IMPROVEMENTS TOTAL                          |              | \$ 572,775.70   |              | \$ 842,489.00    |              | \$ 1,004,397.00 |              | \$ 1,089,791.00 |               | \$ 1,089,785.00 |
|        |      |     | ORIOLE BLVD WATER IMPROVEMENTS TOTAL                                           |              | \$ 526,439.85   |              | \$ 11,187,502.00 |              | \$ 709,835.00   |              | \$ 900,499.00   |               | \$ 1,157,368.00 |
|        |      |     |                                                                                |              |                 |              |                  |              |                 |              |                 |               |                 |
|        |      |     | Bid Total                                                                      |              | \$ 1,099,215.55 |              | \$ 12,029,991.00 |              | \$ 1,714,232.00 |              | \$ 1,990,290.00 |               | \$ 2,247,153.00 |



# STAFF REPORT

**MEETING:** City Council - 21 Nov 2023

**TITLE:**

Consider a Resolution authorizing a contract with Vulcan Materials for ready-mixed concrete via sole source procurement in the amount of \$75,000.00; and authorizing the City Manager to execute the necessary documents related to said expenditures.

**Vision Statement:**

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

**Pillar:**

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

**STAFF RESPONSIBLE:**

Jacqueline R. Culton, MBA, P.E., Interim Public Works Director  
Kelly McChesney, Street Superintendent

**BACKGROUND/HISTORY:**

The City of Duncanville Street Division utilizes ready-mixed concrete (a combination of Portland cement, aggregate, water and various admixtures) to construct concrete sidewalks, ADA ramps, pavement and other concrete structures and to repair utility cuts and damaged pavement.

**POLICY EXPLANATION:**

City staff recommend approval of a sole source contract with Vulcan Materials for ready-mixed concrete (see Attachment 1).

Procurement of ready-mixed concrete under this authorization will be split funded between the Street (\$45,000.00) and Utilities Divisions (\$30,000.00).

**FUNDING SOURCE:**

**ORG and Object Number**

01066200-700227 (Street Maintenance/Direct Materials) and 02312000-700227 (Water & Sewer Services/Direct Materials)

**Available Budget**

\$375,008.90

**Purchase Amount**

\$75,000.00

**After Encumber**

\$300,008.90

**ACTION ALTERNATIVES:**

1. Authorize a contract with Vulcan Materials for ready-mixed concrete via sole source procurement in the amount of \$75,000.00.
2. Do not authorize a contract with Vulcan Materials for ready-mixed concrete via sole source procurement in the the amount of \$75,000.00.
3. Other actions as directed by Council.

**ATTACHMENTS:**

[Attachment 1 - Sole Source Memo](#)

[Resolution No. - 2023-178 - Vulcan Materials Ready-Mixed Concrete](#)



## Attachment 1

City of Duncanville  
 203 E. Wheatland Rd  
 Duncanville, TX 75116  
 972.780.4900 P | 972.780.4949 F  
[www.duncanvilletx.gov](http://www.duncanvilletx.gov)



# Memo

|                |                                                                       |
|----------------|-----------------------------------------------------------------------|
| <b>Date</b>    | November 21, 2023                                                     |
| <b>To</b>      | Mayor and Council                                                     |
| <b>Thru</b>    | Robert D. Brown, Jr., Interim City Manager                            |
| <b>Thru</b>    | Elton D. Brock, MBA, CTCM, CTPM, CPSM, CPM, Chief Procurement Officer |
| <b>Thru</b>    | Jacqueline Culton, MBA, P.E., Interim Public Works Director           |
| <b>From</b>    | Kelly McChesney, Street Superintendent                                |
| <b>Subject</b> | Sole Source for Ready-Mixed Concrete                                  |

## Request:

Approve a sole source contract with Vulcan Materials to furnish ready-mixed concrete.

## Justification:

The City of Duncanville Street Division utilizes ready-mixed concrete (a combination of Portland cement, aggregate, water, and various admixtures) to construct concrete sidewalks, ADA ramps, pavement, and other concrete structures and to repair utility cuts and damaged pavement.

Vulcan Materials (Redi Mix LLC) provides concrete that meets all City of Duncanville specifications and is available via pickup or delivery.

The Vulcan Materials plant in DeSoto, Texas, is the only plant close enough to Duncanville to allow for quick concrete delivery to prevent concrete "setting up" or hardening during transit.

City staff recommends approval of Vulcan Materials as the sole-source contractor that can meet the needs of the City of Duncanville for providing this material.

**RESOLUTION NO. 2023-178**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A CONTRACT WITH VULCAN MATERIALS FOR READY-MIXED CONCRETE VIA SOLE SOURCE PROCUREMENT IN THE AMOUNT OF \$75,000.00; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the City of Duncanville, Texas, desires to enter into an agreement with a local vendor with the ability to provide ready-mixed concrete within a reasonable time to avoid hardening while in transit; and

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

**WHEREAS**, the City Council of the City of Duncanville, Texas, desires to authorize a contract with Vulcan Materials for ready-mixed concrete via sole source procurement in the amount of \$75,000.00; and authorize the City Manager to execute the necessary documents related to said expenditures.

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

**SECTION 1.** The City Council of the City of Duncanville, Texas, hereby authorizes a contract with Vulcan Materials for ready-mixed concrete via sole source procurement in the amount of \$75,000.00; and authorizes the City Manager to execute necessary documents related to said expenditures.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of  
Duncanville, Texas, on the 21st day of November, 2023.

**APPROVED:**

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Barry L. Gordon, Mayor

**ATTEST:**

---

Chiquita Taylor, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney



# STAFF REPORT

**MEETING: City Council - 21 Nov 2023**

**TITLE:**

Consider a Resolution authorizing an appropriation of \$39,499.70 in additional funding to establish a project contingency for the execution of change orders for the Cherry Street Alley from Alexander Avenue to N. Cockrell Hill Road construction project for a total contract amount not to exceed \$434,496.70.

**Vision Statement:**

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

**Pillar:**

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

**STAFF RESPONSIBLE:**

**Jacqueline R. Culton, MBA, P.E., Interim Public Works Director**

**BACKGROUND/HISTORY:**

The alley between Cherry Street and Center Street from Alexander Avenue to N. Cockrell Hill Road was over forty years old, in poor condition, and needing rehabilitation and replacement. On April 06, 2021, City Council approved a Professional Engineering Services Agreement with IEA, Inc. to prepare plans and construction specifications for this alley's pavement reconstruction and drainage improvements. This project includes reconstructing approximately 1,200 linear feet of alley pavement and needed drainage improvements.

The City advertised the project for bids in spring 2023, and City Council awarded the Cherry Street Alley Phase 1 construction project, RFB 23-0021, to CCGMG LLC Series B in the amount of \$394,997.00 to make the necessary construction improvements to the alley. Following receipt of bonding and other documentation from the contractor, City staff issued the Notice to Proceed to the Contractor in August 2023, and construction began in September 2023. In October, the contractor discovered electrical power lines conflicted with the project. Construction of the alley was suspended. City staff and its design consultant, IEA, are coordinating with Oncor, who will design and construct improvements to deconflict the power lines with the alley reconstruction project. Oncor will complete its construction by the end of November 2023, and reconstruction of the alley will resume.

Staff requests authorization to appropriate \$39,499.70 for a project contingency to execute change orders as necessary. The request to add the project contingency and provide for the City Manager's

authority to negotiate and approve change orders of up to \$50,000.00 each is anticipated to reduce project delays when unexpected conditions are discovered and require an official change order.

**POLICY EXPLANATION:**

The Texas Local Government Code establishes municipal procurement rules regarding original contract price increases. Paragraphs C and D of Section 252.048 state the following:

c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.

d) 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 contingency provides a buffer to not 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. Change orders that exceed \$50,000.00 will be brought to the City Council for consideration; however, smaller change orders will be negotiated and approved by the City Manager or designee. Any unused contingency monies will return to the respective funds.

**FUNDING SOURCE:**

**ORG and Object Number**

25100000-708102 (Alley Improvement Projects/Construction)

| <u>Available Budget</u> | <u>Purchase Amount</u> | <u>After Encumber</u> |
|-------------------------|------------------------|-----------------------|
| \$114,508.00            | \$39,499.70            | \$75,008.30           |

**ACTION ALTERNATIVES:**

1. Authorize an appropriation of \$39,499.70 in additional funding to establish a project contingency for the execution of change orders for the Cherry Street Alley from Alexander Avenue to N. Cockrell Hill Road Construction Project for a total contract amount not to exceed \$434,496.70.
2. Do not authorize an appropriation of \$39,499.70 in additional funding to establish a project contingency for the execution of change orders for the Cherry Street Alley from Alexander Avenue to N. Cockrell Hill Road Construction Project for a total contract amount not to exceed \$434,496.70.
3. Other actions as directed by Council.

**ATTACHMENTS:**

[Resolution No. - 2023-163 - Cherry Street Alley from Alexander Avenue to N. Cockrell Hill Road Improvements Construction Project Contract Contingency](#)

**RESOLUTION NO. 2023-163**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN APPROPRIATION OF \$39,499.70 IN ADDITIONAL FUNDING TO ESTABLISH A PROJECT CONTINGENCY FOR THE EXECUTION OF CHANGE ORDERS FOR THE CHERRY STREET ALLEY FROM ALEXANDER AVENUE TO N. COCKRELL HILL ROAD CONSTRUCTION PROJECT FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$434,496.70; AUTHORIZING THE CITY MANAGER TO EXECUTE AND NEGOTIATE ANY FUTURE CONTRACT CHANGE ORDERS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Duncanville authorized the award of bid RFB 23-0021 to CCGMG LLC Series B for alley and utility infrastructure improvements on July 18, 2023, at a contract price of \$394,997.00; and

**WHEREAS**, change orders increasing the total contract price or valued at \$50,000.00 or greater require City Council approval; and

**WHEREAS**, a project contingency authorizes the City Manager or designee to execute change orders valued at less than \$50,000.00; and

**WHEREAS**, the City Council of the City of Duncanville, Texas, desires to authorize an appropriation of \$39,499.70 in additional funding to establish a project contingency for the execution of change orders for the Cherry Street Alley from Alexander Avenue to N. Cockrell Hill Road Construction Project for a total contract amount not to exceed \$434,496.70; and authorize the City Manager to execute and negotiate any future contract change orders.

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

**SECTION 1.** The City Council of the City of Duncanville, Texas, hereby authorizes an appropriation of \$39,499.70 in additional funding to establish a project contingency for the execution of change orders for the Cherry Street Alley from Alexander Avenue to N. Cockrell Hill Road Construction Project for a total contract amount not to exceed \$434,496.70; and authorizes the City Manager to execute and negotiate any future contract change 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 21st day of November, 2023.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Chiquita Taylor, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney



# STAFF REPORT

**MEETING: City Council - 21 Nov 2023**

**TITLE:**

Consider a Resolution authorizing an amendment to Professional Services Agreement 21-009 with IEA, Inc., for additional construction administration and professional engineering services as part of the Cherry Street and Center Street Alley Phase 1 Reconstruction Project in the amount of \$11,636.00, not exceeding a total contract amount of \$69,817.25.

**Vision Statement:**

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

**Pillar:**

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

**STAFF RESPONSIBLE:**

**Jacqueline R. Culton, MBA, P.E., Interim Public Works Director**

**BACKGROUND/HISTORY:**

Before the start of the current reconstruction project, the alley between Cherry Street and Center Street from Alexander Avenue to N. Cockrell Hill Road was over forty years old, in poor condition, and in need of rehabilitation and replacement. On April 06, 2021, City Council approved a Professional Engineering Services Agreement with IEA, Inc. to prepare plans and construction specifications for this alley's pavement reconstruction and drainage improvements. This project includes reconstructing approximately 1,200 linear feet of alley pavement and needed drainage improvements.

Engineering services provided under the Professional Services Contract included preliminary and final alley and drainage design, field investigation, surveying, geotechnical investigation and base mapping, bid phase services to support the City's contracting process, and construction phase services.

City Council authorized the construction contract award to CCGMG LLC Series B on July 18, 2023. Construction began in September 2023, and in October, the contractor discovered electrical power lines conflicted with the project. Construction of the alley was suspended. City staff and its design consultant, IEA, are coordinating with Oncor, who will design and construct improvements to deconflict the power lines with the alley reconstruction project. Oncor will complete its construction by the end of November 2023, and reconstruction of the alley will resume.



Staff is requesting a contract amendment to allow for additional construction administration services and other associated professional engineering services. Due to IEA's project assistance after the utility line conflict discovery, all funds allocated for construction administration in the original agreement have been exhausted. The project is expected to resume in late November/early December and be completed in February 2024. IEA's provision of construction administration services and other professional engineering services are vital to the completion of this important alley reconstruction project.

**POLICY EXPLANATION:**

The City relies on consulting engineering firms selected based on qualification and competence for specialty design work.

IEA, Inc., was founded in 2007 and is a professional engineering firm headquartered in Dallas that provides diversified services, including civil and structural engineering, asset management, and project and construction management.

The Texas Local Government Code establishes municipal procurement rules regarding original contract price increases. Paragraphs C and D of Section 252.048 state the following:

c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.

d) 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.

**FUNDING SOURCE:**

**ORG and Object Number**

25100000-708102 (Alley Improvement Projects/Construction)

| <u>Available Budget</u> | <u>Purchase Amount</u> | <u>After Encumber</u> |
|-------------------------|------------------------|-----------------------|
| \$114,508.00            | \$11,636.00            | \$102,872.00          |

**ACTION ALTERNATIVES:**

1. Authorize an amendment to Professional Services Agreement 21-009 with IEA, Inc., for additional construction administration and professional engineering services as part of the Cherry Street and Center Street Alley Phase 1 Reconstruction Project in the amount of \$11,636.00, not exceeding a total contract amount of \$69,817.25.
2. Do not authorize an amendment to Professional Services Agreement 21-009 with IEA, Inc., for additional construction administration and professional engineering services as part of the Cherry Street and Center Street Alley Phase 1 Reconstruction Project in the amount of \$11,636.00, not exceeding a total contract amount of \$69,817.25.
3. Other actions as directed by Council.

**ATTACHMENTS:**

[Resolution No. - 2023-161 - Cherry Street and Center Street Alley Phase 1 Engineering Design Services Contract Amendment](#)

**RESOLUTION NO. 2023-161**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT 21-009 WITH IEA, INC., FOR ADDITIONAL CONSTRUCTION ADMINISTRATION AND PROFESSIONAL ENGINEERING SERVICES AS PART OF THE CHERRY STREET AND CENTER STREET ALLEY PHASE 1 RECONSTRUCTION PROJECT IN THE AMOUNT OF \$11,636.00, NOT EXCEEDING A TOTAL CONTRACT AMOUNT OF \$69,817.25; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Duncanville, Texas, desires to continue its commitment to making infrastructure improvements to the quality of streets, alleys, and drainage infrastructure; and

**WHEREAS**, on April 6, 2021, the City Council of the City of Duncanville, Texas, authorized Professional Services Agreement 21-009 in the amount of \$58,181.25 for the design of alley pavement reconstruction and drainage improvements in the alley between Cherry Street and Center Street, from Alexander Avenue and Cockrell Hill Road; and

**WHEREAS**, an amendment to Professional Services Agreement 21-009 is proposed for additional construction administration and professional engineering services associated with the project; and

**WHEREAS**, the City Council of the City of Duncanville, Texas, desires to authorize an amendment to Professional Services Agreement 21-009 with IEA, Inc., for additional construction administration and professional engineering services as part of the Cherry Street and Center Street Alley Phase 1 Reconstruction Project in the amount of \$11,636.00, not exceeding a total contract amount of \$69,817.25.

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

**SECTION 1.** The City Council of the City of Duncanville, Texas, hereby authorizes an amendment to Professional Services Agreement 21-009 with IEA, Inc., for additional construction administration and professional engineering services as part of the Cherry Street and Center Street Alley Phase 1 Reconstruction Project in the amount of \$11,636.00, not exceeding a total contract amount of \$69,817.25.

**SECTION 2.** The City Council of the City of Duncanville hereby authorizes the City Manager, or designee, to execute the necessary documents.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of  
Duncanville, Texas, on the 21st day of November, 2023.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Chiquita Taylor, City Secretary

**APPROVED AS TO FORM:**

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Robert E. Hager, City Attorney



# STAFF REPORT

**MEETING: City Council - 21 Nov 2023**

**TITLE:**

Consider a Resolution authorizing execution of Change Order No. 2 for IFB 21-0010, Danieldale Pump Station Rehabilitation - Phase 1, for additional construction services to complete the rehabilitation of the Danieldale Pump Station North Ground Storage Tank, in the amount of \$18,866.92, for a total contract amount of \$2,165,666.92.

**Vision Statement:**

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

**Pillar:**

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

**STAFF RESPONSIBLE:**

**Jacqueline R. Culton, MBA, P.E., Interim Public Works Director**

**BACKGROUND/HISTORY:**

On January 19 2021, City Council awarded IFB 21-0010 to Nova Paintings, LLC, to rehabilitate the Danieldale North and South Ground Storage Tanks in the amount of \$1,146,800.00 (Phase 1 of the Rehabilitation). Following receipt of bonding and other documentation from the Contractor, City Staff issued the Notice to Proceed to the Contractor in May 2021.

In June 2021, after draining the stored water from the Danieldale North Tank and gaining access to the interior of the tank, significant corrosion to the roof structure, supporting central column, and the tank floor/foundation was discovered.

On August 17, 2021, City Council authorized an increase of up to \$1,000,000 to IFB 21-0010 to address the corrosion. The City's consultant designed improvements to address the corrosion. Change Order No. 1 was executed in April 2022, which provided for the additional construction services associated with rectifying the extensive structural deterioration at the North Ground Storage Tank. This change order also descope work related to the South Ground Storage Tank.

Staff requests Change Order No. 2 to complete rehabilitation of the Danieldale Pump Station North Ground Storage Tank. This change order will provide for the sweep blasting of the tank exterior at a cost of \$18,866.92 (Exhibit A).

**POLICY EXPLANATION:**

The Texas Local Government Code establishes municipal procurement rules regarding original contract price increases. Paragraphs C and D of Section 252.048 state the following:

- c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
- d) 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.

**FUNDING SOURCE:**

**ORG and Object Number**

17100000-708102 (Utility CIP/Construction)

| <u>Available Budget</u> | <u>Purchase Amount</u> | <u>After Encumber</u> |
|-------------------------|------------------------|-----------------------|
| \$4,082,645.00          | \$18,866.92            | \$4,063,778.08        |

**ACTION ALTERNATIVES:**

1. Authorize execution of Change Order No. 2 for IFB 21-0010, Danieldale Pump Station Rehabilitation - Phase 1, for additional construction services to complete the rehabilitation of the Danieldale Pump Station North Ground Storage Tank, in the amount of \$18,866.92, for a total contract amount of \$2,165,666.92.
2. Do not authorize execution of Change Order No. 2 for IFB 21-0010, Danieldale Pump Station Rehabilitation - Phase 1, for additional construction services to complete the rehabilitation of the Danieldale Pump Station North Ground Storage Tank, in the amount of \$18,866.92, for a total contract amount of \$2,165,666.92.
3. Other actions as directed by Council.

**ATTACHMENTS:**

[Resolution No. - 2023-166 - Danieldale Pump Station Rehabilitation Phase 1 Change Order with Exhibit](#)

**RESOLUTION NO. 2023-166**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING EXECUTION OF CHANGE ORDER NO. 2 FOR IFB 21-0010, DANIELDALE PUMP STATION REHABILITATION - PHASE 1, FOR ADDITIONAL CONSTRUCTION SERVICES TO COMPLETE THE REHABILITATION OF THE DANIELDALE PUMP STATION NORTH GROUND STORAGE TANK, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, IN THE AMOUNT OF \$18,866.92, FOR A TOTAL CONTRACT AMOUNT OF \$2,165,666.92; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Duncanville, Texas, desires to continue its commitment to making infrastructure improvements to the quality and capacity of the overall utility infrastructure; and

**WHEREAS**, on September 14, 2018, the City Council of the City of Duncanville, Texas, authorized Professional Services Agreement 18-112 to RJN Group for the design of Danieldale Pump Station and Ground Storage Tank Improvements; and

**WHEREAS**, on January 19, 2021, the City Council of the City of Duncanville, Texas, awarded bid IFB 21-0010 to Nova Paintings, LLC., for the rehabilitation of the Danieldale North and South Ground Storage Tanks; and

**WHEREAS**, on August 17, 2021, the City Council of the City of Duncanville, Texas, authorized an increase of \$1,000,000.00 to IFB 21-0010 for the storage tanks' rehabilitation due to significant unforeseen corrosion damage with a new contract allocation of \$2,146,800.00; and

**WHEREAS**, in April 2022, Change Order No. 1 was executed to provide for additional construction services required to rectify the significant structural corrosion and foundation problems in the North Ground Storage Tank and to descope work associated with the South Ground Storage Tank; and

**WHEREAS**, executing change order 2 exceeds the revised contract allocation of \$2,146,800.00 authorized by the City Council on August 17, 2021, by \$18,866.92 and therefore requires City Council approval; and

**WHEREAS**, the City Council of the City of Duncanville, Texas, desires to authorize execution of change order two for IFB 21-0010, Danieldale Pump Station Rehabilitation - Phase 1, for additional construction services to complete the rehabilitation of the Danieldale Pump Station North Ground Storage Tank, attached

hereto and incorporated herein as Exhibit A, in the amount of \$18,866.92, not exceeding a total contract amount of \$2,165,666.92.

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

**SECTION 1.** The City Council of the City of Duncanville, Texas, hereby authorizes execution of change order two for IFB 21-0010, Danieldale Pump Station Rehabilitation - Phase 1, for additional construction services to complete the rehabilitation of the Danieldale Pump Station North Ground Storage Tank, attached hereto and incorporated herein as Exhibit A, in the amount of \$18,866.92, not exceeding a total contract amount of \$2,165,666.92; and authorizes the City Manager to execute the necessary documents related to said expenditure.

**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 21st day of November, 2023.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Chiquita Taylor, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney



Exhibit A

Nova Paintings, LLC  
 4830 Wilson Rd Ste 300 PMB 115  
 Humble, TX 77396  
 281-570-4913  
 novapainting@att.net

Change      Order No. 2  
 Date:        11/1/2023  
 Project:     IFB 21-0010 Daniieldale Pump Station Rehabilitation - Phase 1

Proposed Items:

| Item | Description                                                                          | Quantity | Unit | Unit Cost   | Total Cost  |
|------|--------------------------------------------------------------------------------------|----------|------|-------------|-------------|
| 1    | Sweep blasting of the exterior intermediate coating of the north ground storage tank | 1        | 1    | \$18,866.92 | \$18,866.92 |



# STAFF REPORT

**MEETING: City Council - 21 Nov 2023**

**TITLE:**

Consider a Resolution authorizing a new Professional Services Agreement with Gerard de Camp, M.S.C.E., P.E., PTOE, for traffic engineering consultant services for a one-year term, with the option to renew up to four additional one-year terms in an estimated contract amount not to exceed \$50,000.00, subject to appropriation; and authorizing the City Manager to execute the necessary documents related to said expenditures.

**Vision Statement:**

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

**Pillar:**

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

**STAFF RESPONSIBLE:**

**Jacqueline R. Culton, MBA, P.E., Interim Public Works Director**  
**John Borchardt, Traffic Operations Superintendent**

**BACKGROUND/HISTORY:**

The City has contracted with Gerard de Camp, M.S.C.E., P.E., PTOE, for traffic engineering consultant services in support of the Traffic Operations, Public Works Admin, and Engineering Divisions of the Public Works Department. He is a certified Professional Engineer and Professional Traffic Operations Engineer with decades of industry experience. He performs traffic engineering services as directed by the Traffic Operations Superintendent or Public Works Director as needed. Services can vary but primarily include the following:

- Traffic signal programming adjustments, retiming work, and synchronization
- Motorist complaint investigation, troubleshooting, and resolution support
- Advisement regarding the development of proposed traffic improvements
- Analyses or support related to the need for new traffic signals, stop signs, speed limit adjustments, etc.

Mr. de Camp is thoroughly familiar with the City of Duncanville and has been a consultant to the City on traffic needs since 1986. The City does not have a traffic engineer on staff and must contract for these services. The City is currently charged an hourly rate of \$220 for Mr. de Camp's services. His

expertise and experience have proven invaluable to the City in ensuring safe roadway conditions for our residents and visitors.

**POLICY EXPLANATION:**

City Council is requested to approve approximately \$7,718.00 for the remainder of FY24 and an estimated \$42,282.00 spread over the remaining fiscal years, subject to future appropriations in FY 25-28, for a total of \$50,000.00, as outlined below. This authorization would cover Mr. de Camp's traffic engineering consulting services through September 2028.

FY24: \$7,718.00  
FY25: \$10,570.50  
FY26: \$10,570.50  
FY27: \$10,570.50  
FY28: \$10,570.50

**FUNDING SOURCE:**

**ORG and Object Number**

01066300-700450 (Traffic Operations/Contractual Services)

| <u>Available Budget</u> | <u>Purchase Amount</u> | <u>After Encumber</u> |
|-------------------------|------------------------|-----------------------|
| \$348,287.06            | \$7,718.00             | \$340,569.06          |

**ACTION ALTERNATIVES:**

1. Authorize a new Professional Services Agreement with Gerard de Camp, M.S.C.E., P.E., PTOE, for traffic engineering consultant services for a one-year term, with the option to renew up to four additional one-year terms in an estimated contract amount not to exceed \$50,000.00.
2. Do not authorize a new Professional Services Agreement with Gerard de Camp, M.S.C.E., P.E., PTOE, for traffic engineering consultant services for a one-year term, with the option to renew up to four additional one-year terms in an estimated contract amount not to exceed \$50,000.00.
3. Other actions as directed by Council.

**ATTACHMENTS:**

[Resolution No. - 2023-172 - Professional Traffic Engineering Services Consultant Contract with Exhibit](#)

**RESOLUTION NO. 2023-172**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A NEW PROFESSIONAL SERVICES AGREEMENT WITH GERARD DE CAMP, M.S.C.E, P.E., PTOE, FOR TRAFFIC ENGINEERING CONSULTING SERVICES FOR A ONE-YEAR TERM, WITH THE OPTION TO RENEW FOR UP TO FOUR ADDITIONAL ONE-YEAR TERMS; IN AN ESTIMATED CONTRACT AMOUNT NOT TO EXCEED \$50,000.00, SUBJECT TO APPROPRIATION; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary to provide essential traffic engineering consulting services to assist the Traffic Operations, Public Works Admin, and Engineering Divisions as needed; and

**WHEREAS**, Gerard de Camp, M.S.C.E., P.E., PTOE provides said engineering consulting services; and

**WHEREAS**, the City of Duncanville, Texas, desires to continue using Gerard de Camp, M.S.C.E, P.E., PTOE, as a traffic engineering consultant; and

**WHEREAS**, The City Council of the City of Duncanville, Texas, desires to authorize a new Professional Services Agreement with Gerard de Camp, M.S.C.E, P.E., PTOE, for traffic engineering consultant services for a one-year term, with the option to renew up to four additional one-year terms in an estimated contract amount not to exceed \$50,000.00, subject to appropriation; and authorize the City Manager to execute the necessary documents related to said expenditures.

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

**SECTION 1.** The City Council of the City of Duncanville, Texas, hereby authorizes a new Professional Services Agreement with Gerard de Camp, M.S.C.E, P.E., PTOE, for traffic engineering consultant services for a one-year term, with the option to renew up to four additional one-year terms in an estimated contract amount not to exceed \$50,000.00, subject to appropriation; and authorizes the City Manager to execute the necessary documents related to said expenditures.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of  
Duncanville, Texas, on the 21st day of November, 2023.

**APPROVED:**

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Barry L. Gordon, Mayor

**ATTEST:**

---

Chiquita Taylor, City Secretary

**APPROVED AS TO FORM:**

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Robert E. Hager, City Attorney



**PROFESSIONAL SERVICES AGREEMENT  
CONTRACT NUMBER 24-XXXX  
(TRAFFIC ENGINEERING CONSULTING)**

This **PROFESSIONAL SERVICES AGREEMENT** ("agreement") is made and entered into by and between (**Gerard de Camp, P.E., PTOE**), hereinafter referred to as "CONTRACTOR", which is legally authorized to do business in the State of Texas, and the **City of Duncanville** ("CITY"), a Texas home rule municipal corporation, hereinafter referred to as "CITY", to be effective upon approval of the Duncanville City Council and subsequent execution of this Contract by the Duncanville City Manager or his duly authorized designee.

**RECITALS**

WHEREAS the CITY desires CONTRACTOR to perform certain work and services set forth in Section 1, Scope of Services, and **Exhibit A, Scope of Services**, of this contract; and

WHEREAS, the CONTRACTOR has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1 and **Exhibit A** of this contract; and

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, the CITY and the CONTRACTOR agree as follows:

**Section 1. Services to be Provided**

Upon issuance of a written Notice to Proceed by CITY, CONTRACTOR agrees to provide to CITY the necessary professional engineering services and deliverables, as set forth in the "Scope of Services", "Scope", **Exhibit A** and incorporated herein.

Exhibit A also includes the Schedule of Standard Fees. **SCHEDULE:** The proposed services shall begin within **10 working days of authorization to proceed, or upon date as mutually agreed to by City and Contractor and incorporated into the project schedule.** The deliverables and schedule are included as **Exhibit A** and made a part hereto.

**Section 2. Term of Contract**

The term of this agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until CONTRACTOR completes the services and obligations required herein to the satisfaction of CITY as specified in **Section 1** and **Exhibit A**, unless sooner terminated as provided in Section 9, Termination, as detailed in this Contract.

**Section 3. Contractor Obligations**

- A. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Contract, as described in the Scope of Services, attached, and incorporated herein as **Exhibit A**. Should CITY require additional



services not included under this Contract, CONTRACTOR shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by CITY; and without decreasing the effectiveness of the performance of services required under this Contract.

- B. To the extent reasonably necessary for CONTRACTOR to perform the services under this Contract, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Contract with the prior written approval of CITY. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by CITY.
- C. CONTRACTOR shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation, services, and management necessary to perform all work as set forth in the Scope of Services including to the agreed upon schedule.

#### **Section 4. Invoices**

- A. The CONTRACTOR shall submit monthly invoices for work completed. Each purchase order issued Invoices shall be emailed to the CITY's Accounts Payable Department at [accountspayable@duncanville.com](mailto:accountspayable@duncanville.com) with a proforma copy to the City's designated project manager or departmental point-of-contact. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The CONTRACTOR agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.
- B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number, if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The CONTRACTOR's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the CITY. Unless otherwise instructed in writing, the CITY may rely on the remittance address specified on the CONTRACTOR's invoice.
- C. Invoices for labor performed outside of the scope and but previously agreed to by the City with a written change order, shall be listed on the monthly invoice as a separate item. Invoices for labor shall include a copy of all timesheets with labor rate and deliverables clearly identified. Invoices shall also include a tabulation of work hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked.
- D. Unless otherwise expressly authorized in the Contract, the CONTRACTOR shall pass through All Subcontractor and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or CITY sales taxes must not be included in the invoiced amount. The CITY will furnish a tax exemption certificate upon request.





### **Section 5. Payment**

The total CONTRACTOR fee shall be as specified in Exhibit A and in Section 5. The total amount of the invoices on the project shall not exceed the contract amount of **Seven thousand seven hundred and eighteen dollars and zero cents (\$7,718.00)** for all services authorized in writing and properly performed by CONTRACTOR in accordance with the Payment Schedule set forth in this Section, unless amended in writing by the City. All fees paid to CONTRACTOR, by CITY, shall be based on invoices submitted by CONTRACTOR for work performed and approved by the CITY. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds (EFT). The CONTRACTOR agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.

The CITY may withhold or set off the entire payment or part of any payment otherwise due the CONTRACTOR to such extent as may be necessary on account of:

- a. third party claims, which are not covered by the insurance which the CONTRACTOR is required to pay provided the City receives notification of a valid claim or reasonable evidence indicating probable filing of such claims.
- b. failure of the CONTRACTOR to pay Subcontractors, or for labor, materials or equipment; damage to the property of the CITY or the CITY's agents, employees, or contractors, which is not covered by insurance required to be provided by the CONTRACTOR;
- c. reasonable evidence that the CONTRACTOR's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay; failure of the CONTRACTOR to submit proper invoices, with all required attachments and supporting documentation; or
- d. failure of the CONTRACTOR to comply with any material provision of the Agreement or perform the project in a satisfactory manner.
- e. any sums owed to the CITY, for any reason including delinquent taxes.

Payments shall be made within 30 days of receipt of invoice by CITY, unless disputed by the CITY. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

### **Section 6. Responsibilities**

- A. THE CONTRACTOR shall be responsible for the quality of goods and services furnished by CONTRACTOR under this Contract. CONTRACTOR shall complete the work with the professional skill and care ordinarily provided by similarly situated professionals in the same or similar locality and under the same or similar circumstances and professional license. CONTRACTOR shall, without additional



compensation, correct or revise any errors or deficiencies in the services.

- B. Neither CITY's review, approval or acceptance of, nor payment for any of the services required under this Contract, shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONTRACTOR shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONTRACTOR's negligent performance of any of the services furnished under this Contract.
- C. The rights and remedies of CITY under this Contract are as provided by law and allowed by this contract.

#### **Section 7. Time for Performance**

- A. CONTRACTOR shall perform all services as provided for under this Contract in a proper, efficient, and professional manner in accordance with CITY's requirements. As time is of the essence of this Contract, such services shall be completed in a timely manner, after receiving a Notification to Proceed from CITY to CONTRACTOR.
- B. In the event CONTRACTOR's performance of this Contract is delayed or interfered with by acts of the CITY or others, CONTRACTOR may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.
- C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to CONTRACTOR, unless CONTRACTOR shall have made written request upon CITY for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless CITY and CONTRACTOR have agreed in writing upon the allowance of additional time to be made.

#### **Section 8. Documents**

- A. All surveys, studies, proposals, applications, drawings, plans, specifications, and other documents, including those in electronic form, prepared by CONTRACTOR and its consultants, subcontractor's, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of CITY. CONTRACTOR and its consultants, subcontractor's, agent(s), representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, CITY shall own, have, keep, and retain all rights, title, and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the CONTRACTOR) in and to all Project Documents, whether in draft form or final form, which are produced at CITY's request and in furtherance of this Agreement.



- B. CITY shall have the right to publish, disclose, distribute, and otherwise use such deliverables, materials, and reports for those purposes for which they were intended. CITY shall have full authority to authorize CONTRACTOR(s), subcontractor's, sub-subcontractor's, CITY consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by CONTRACTOR in connection with this Agreement are "works for hire" and shall be the property of CITY. CITY shall have the right to publish, disclose, distribute, and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended. CONTRACTOR shall, upon completion of the services and full payment for the CONTRACTOR'S services by the CITY, or earlier termination and appropriate compensation as provided by this Agreement, provide CITY with reproductions of all materials, reports, and exhibits prepared by ENGINEER pursuant to this Agreement in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the CITY.
- C. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data, or work items, etc.) prepared under this Agreement shall be submitted for approval of CITY. All instruments of service shall be professionally sealed as may be required by law or by the CITY.
- D. Acceptance and approval of the Project Documents by CITY shall not constitute nor be deemed a release of the responsibility and liability of CONTRACTOR, its employees, associates, agents and CONTRACTORS for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings and specifications, or other documents prepared by CONTRACTOR, its employees, CONTRACTOR, agents and CONTRACTORS.

#### **Section 9. Termination**

CITY may suspend or terminate this Contract for cause or without cause at any time by giving written notice to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services, and CONTRACTOR will immediately terminate placing orders or entering into contracts for assistance, supplies, facilities, or material in connection with this contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this contract. In the event suspension or termination is-without cause, payment to CONTRACTOR, in accordance with the terms of this Contract, will be made on the basis of goods or services reasonably determined by CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all goods or services to the CITY. Should CITY require a modification of this Contract with CONTRACTOR, and in the event CITY and CONTRACTOR fail to agree upon a modification to this Contract, CITY shall have the option of



terminating this Contract and CONTRACTOR's services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this Contract, for the goods or services reasonably determined by CITY to be properly performed by CONTRACTOR prior to such termination date.

**Section 10. Insurance**

- A. CONTRACTOR shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of CONTRACTOR's employees, as required by law. CONTRACTOR shall also provide and maintain in full force and effect during the term of this Contract, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting CONTRACTOR and CITY against liability from damages because of injuries, including death, suffered by any person or persons other than employees of CONTRACTOR, and liability for damages to property, arising from or growing out of CONTRACTOR's operations in connection with the performance of this Contract.
- B. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than One Million Dollars (\$1,000,000.00) for one (1) person, and not less than One Million Dollars for any one (1) occurrence. Insurance covering damages to property shall be in the sum of not less than One Million Dollars (\$1,000,000.00) for any one (1) occurrence, and One Million Dollars (\$1,000,000.00) aggregate.
- C. CONTRACTOR shall also provide and maintain Professional Liability Insurance coverage to protect CONTRACTOR and CITY from liability arising out of the performance of professional services, if any, under this Contract. Such coverage shall be in the sum of not less than One Million Dollars (\$1,000,000.00).

A signed Certificate of Insurance, satisfactory to CITY, showing compliance with the requirements of this Section shall be furnished to CITY before any services are performed under this Contract to:

CITY of Duncanville  
Attn: Chief Procurement Officer  
PO Box 380280  
Duncanville, TX 75138  
(972) 780-5058  
[purchasing@duncanvilletx.gov](mailto:purchasing@duncanvilletx.gov)

and shall further indicate that each and every policy for liability insurance coverage as required herein includes a "Contractual Liability Coverage" endorsement covering the Contract under Section 10, hereof. Such Certificate of Insurance shall provide for thirty (30) days written notice to CITY prior to the cancellation or modification of any insurance referred to therein. On every date of renewal of the required insurance policies, the CONTRACTOR shall cause a certificate of



insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the CITY. In addition, the CONTRACTOR shall within ten (10) business days after written request provide the CITY with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the CITY is a condition precedent to the payment of any amounts due to CONTRACTOR by the CITY. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the CITY.

#### **Section 11. Indemnification for Injury and Performance**

CONTRACTOR hereby agrees to protect, defend, indemnify, and hold harmless the CITY, its officers, agents, servants, and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability, or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, omission or neglect of CONTRACTOR, its officers, employees, servants, agents or subcontractor's, or anyone else under CONTRACTOR's direction and control, and arising out of, occurring in connection with, resulting from or caused by the negligent performance or failure of performance of any work or services called for by this Contract, or from conditions created by the performance or non- performance of said work or services. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, CONTRACTOR shall be obligated to indemnify CITY as provided herein in a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by CONTRACTOR under this agreement. This provision shall survive the termination of this agreement.

#### **Section 12. Indemnification for Unemployment Compensation**

CONTRACTOR agrees that it is an independent CONTRACTOR and not an agent of the CITY, and that CONTRACTOR is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve CITY of any responsibility or liability from treating CONTRACTOR's employees as employees of CITY for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. CONTRACTOR further agrees to indemnify and hold CITY harmless and reimburse it for any expenses or liability incurred under said Statutes in connection with employees of CONTRACTOR.





**Section 13. Indemnification for Performance**

CONTRACTOR shall defend and indemnify CITY against and hold CITY and the premises harmless from any and all claims, suits or liens based upon or alleged to be based upon the non- payment of labor, tools, materials, equipment, supplies, transportation, and management costs incurred by CONTRACTOR in performing this Contract.

**Section 14. Assignment-Delegation**

The Contract shall be binding upon and ensure to the benefit of the CITY and the CONTRACTOR and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the CONTRACTOR without the prior written consent of the CITY. Any attempted assignment or delegation by the CONTRACTOR shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm, or entity not a party hereto; it being the intention of the parties that there are no third-party beneficiaries to the Contract.

The Vendor shall notify the CITY's Chief Procurement Officer, in writing, of a company name, ownership, or address change for the purpose of maintaining updated CITY records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

**Section 15. Jurisdiction, Venue, Applicable Laws**

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All Parties shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Contract. The laws of the State of Texas shall govern this Contract; and venue for any action concerning this Contract shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the CITY to seek and secure injunctive relief from any competent authority as contemplated herein.

**Section 16. Interpretation**

The Contract is intended by the parties as a final, complete, and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially



drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

#### **Section 17. Dispute Resolution**

If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such a meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties; in which event the parties may proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the CITY and the CONTRACTOR agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Dallas County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The CITY and the CONTRACTOR will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

#### **Section 18. Default**

In the event CONTRACTOR fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the failure to commence the work, failure to diligently provide services in the quality or character of the service, failure to provide services in an efficient, timely, and careful manner, failure to provide or use an adequate number or quality of personnel to complete the work, failure to provide adequate equipment, or fail to perform any of the CONTRACTOR obligations under this contract, and the failure is not corrected within ten (10) days after written notice by CITY to CONTRACTOR, CITY may, at its sole discretion



without prejudice to any other right or remedy:

- A. Immediately terminate this contract and complete the work in any manner CITY deems acceptable, including engaging the services of other contractors, and shall be relieved of the payment of any further consideration to CONTRACTOR except for all work determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of CONTRACTOR to and from meetings called by CITY at which CONTRACTOR is required to attend, but shall not include any loss of profit of CONTRACTOR. In the event of such termination, CITY may proceed to complete the services in any manner deemed proper by CITY, either by the use of its own forces or by resubletting to others.
- B. CITY may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of CONTRACTOR.
- C. Any such act by the CITY shall not be deemed a waiver of any other right or remedy of the CITY.

**Section 19. Adjustments in Services**

No claims for extra services, additional services, modifications, or changes in the services will be made by CONTRACTOR without a written agreement with CITY prior to the performance of such services. The Contract can be modified or amended only in writing as signed by both parties. No pre-printed or similar terms on any the CONTRACTOR invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

**Section 20. Execution becomes Effective**

This Contract will be effective upon execution of the Contract by and between CONTRACTOR and CITY.

**Section 21. Contract Amendments**

This Contract contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Contract which have not been incorporated herein. This Contract may only be modified, amended, supplemented, or waived by a written instrument executed by the parties except as may be otherwise provided therein.

**Section 22. Invalidity and Severability**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.





### **Section 23. Independent CONTRACTOR**

It is understood and agreed by and between the parties that CONTRACTOR in satisfying the conditions of this Contract, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with CONTRACTOR's actions. All services to be performed by CONTRACTOR pursuant to this Contract shall be in the capacity of an independent CONTRACTOR, and not as an agent or employee of CITY. CONTRACTOR shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Contract. There is no intended third-party beneficiary to this Contract.

### **Section 24. Notice**

Any notice required or permitted to be delivered hereunder may be sent by first class email, overnight, and courier to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to OWNER:

City of Duncanville  
Attn: Chief Procurement Officer  
PO Box 380280  
Duncanville, TX 75138  
(972) 780-5058  
[purchasing@duncanvilletx.gov](mailto:purchasing@duncanvilletx.gov)

If to CONTRACTOR:

Gerard de Camp, P.E., PTOE  
1127 Eldridge Pkwy #300-148  
Houston, TX 77077  
Direct: 832-250-9408  
Fax: 281-597-1514  
[gerry@gdecamp.com](mailto:gerry@gdecamp.com)

### **Section 25. Business Prohibitions and Requirements**

#### **1. Prohibition on Contracts with Companies Boycott of Israel**

By executing this contract, CONTRACTOR verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

#### **2. Transactions with an Abortion Provider or Affiliate**

CONTRACTOR certifies that it is not an abortion provider nor an affiliate of such a provider as noted in Texas SB 22, codified in Texas Government Code Chapter 2272, and effective September 1, 2019. If this provision is violated by Contractor,



Agreement and/or taxpayer resource transaction is voidable by CITY and Offeror agrees to defend and indemnify CITY against any action brought by the Office of the Attorney General for a violation of Section 2272.003. <https://www.texasattorneygeneral.gov/abortion-provider-affiliate-transactions-prohibited#:~:text=Except%20as%20otherwise%20specified%20in,affiliate%20of%20an%20abortion%20provider.>

3. **Prohibition against doing business with Foreign Terrorist Organizations**

By executing this contract, CONTRACTOR verifies that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies.

4. **Discrimination Against Firearm & Ammunition Industries**

Vendor certifies and verifies that (1) neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 2274. For purposes of this Agreement, the term "Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.

5. **Boycotting of Energy Companies**

Vendor certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Agreement, the term "boycott energy company" shall have the meaning defined in the Texas Government Code Chapter 80.

6. **Certificate of Interested Parties Electronic Filing (See Exhibit C)**

No officer, employee, independent consultant, or elected official of the CITY who is involved in the development, evaluation, or decision-making process of the performance of any solicitation or contract shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation or proposal. Any violation of this provision, with the knowledge, expressed or implied, of the CONTRACTOR shall render the Contract voidable by the CITY. In 2015, the Texas Legislature adopted House Bill 1295, which added



section 2252.908 of the Government Code. The law states that the CITY of Duncanville may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.  
<https://www.ethics.state.tx.us/filinginfo/1295/>

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

#### **Section 26. Funding and Non-Appropriation Clause**

The awarding or continuation of this agreement is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Agreement. CONTRACTOR recognizes that the continuation of any multi-year contract after the close of, or during, any given fiscal year of the CITY, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the CITY providing for or covering such contract as an expenditure therein. Should funding not be approved by the CITY Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to elate shall be paid.

The CITY shall provide the CONTRACTOR written notice of the failure of the CITY to make an adequate Appropriation for any fiscal year to pay the amounts due under the multi-year contract, or the reduction of any Appropriation to an amount insufficient to permit the CITY to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the CITY.

#### **Section 27. Revisions of Scope of Work and Workplan**

In response to changes in needs of the project, CITY reserves the right to direct substantial revision to the scope of work initially agreed, including changes to the drawings, specifications, or other project documents after due approval by CITY, as CITY may deem necessary. In such event, CITY shall pay CONTRACTOR its regular compensation for services rendered in making such revisions, provided such compensation is customarily reasonable. When CONTRACTOR is directed to make substantial revisions under this section of the contract, CONTRACTOR shall provide to CITY a written proposal for the entire costs involved and the completion time involved in providing the revisions. CITY shall not knowingly require any revision that is illegal or that violates the professional ethics of CONTRACTOR. Prior to CONTRACTOR undertaking any substantial revision as directed by CITY, CITY must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.



**Section 28. Right to Inspect/Audit Records**

CONTRACTOR agrees that CITY shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that CITY shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided with adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give CONTRACTOR reasonable advance notice of intended audits no less than 3 business days. CONTRACTOR further agrees to include in subcontract(s), if any, a provision that any subcontractor or subcontractors agrees that CITY shall, until the expiration of one (1) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractors or subcontractors involving transactions to the subcontract and further, that CITY shall have access during normal working shall give the subcontractor's or subcontractors reasonable advance notice of intended audits no less than 3 business days.

**Section 29. Successors and Assigns**

CITY and CONTRACTOR each bind itself and its successors, executors, administrators and assigns to the other party of this contract and to the successor, executors, administrators and assigns of such other party in respect to all covenants of this contract. Neither CITY nor CONTRACTOR shall assign or transfer its interest herein without the prior written consent of the other.

**Section 30. Disclosure of No Conflicts of Interest (Exhibit B)**

By signing this contract, CONTRACTOR acknowledges to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed project and business relationships with abutting property owners. CONTRACTOR further agrees that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this contract and prior to final payment under the contract.

**Section 31. Workforce**

A. The CONTRACTOR shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The CONTRACTOR, its employees, subcontractors, and subcontractor's employees may not engage in, participate or respond to a solicitation. While in the course and scope of delivering goods or services under a City of Duncanville contract or on the CITY's property, a Contractor shall not:

1. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
2. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.



C. If the CITY or the CITY's representative notifies the CONTRACTOR that any worker is incompetent, disorderly, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the CONTRACTOR shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the CITY's prior written consent.

**Section 32. Compliance with Health, Safety, and Environmental Regulations.**

The CONTRACTOR, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the services, including but not limited to those promulgated by the CITY and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The CONTRACTOR shall indemnify and hold the CITY harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of the CONTRACTOR's obligations under this paragraph.

**Environmental Protection:** The CONTRACTOR shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq.*).

**Section 33. Immigration Control and Employment Verification**

Employment eligibility verification: The Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice Form 1-9. The CONTRACTOR warrants that CONTRACTOR is in compliance with IRCA during the term of this contract with the CITY. The CONTRACTOR warrants that the CONTRACTOR has included or will include a similar provision in all written contracts with any Subcontractor(s) engaged to perform services under this Contract.

**Section 34. Non-Discrimination and Equal Employment Opportunity**

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training, including apprenticeship.

**Section 35. Non-Suspension or Debarment Certification.**

The CITY is prohibited from contracting with or making prime or sub-awards to



parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Duncanville Contracts. By accepting a Contract with the CITY, the CONTRACTOR certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Duncanville.

CONTRACTOR certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of Treasury, Office of Foreign Assets Control.

**Section 36. Public Information Act.**

Information, documentation, and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with the provisions of Section 2252.907 of the Texas Government Code, the CONTRACTOR is required to make any information created or exchanged with the CITY pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional cost to the CITY.

**Section 37. Counterparts.**

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

**Section 38. Exhibits**

The Exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

**Section 39. Survival of Obligations**

Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Contract shall survive termination.

**Section 40. Place and Condition of Work**

The CITY shall provide the CONTRACTOR with access to the sites where the CONTRACTOR may perform the services in a timely and efficient manner, and in accordance with and subject to the applicable security laws, rules, and regulations. The CONTRACTOR acknowledges that it has satisfied itself as to the nature of the CITY's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor, and facilities necessary to perform the services, and any other condition or state of fact which could





in any way affect performance of the CONTRACTOR's obligations under the contract. The CONTRACTOR hereby releases and holds the CITY harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from the expected conditions.

The CONTRACTOR shall, at all times, exercise reasonable precautions for the safety of their employees, CITY Staff, participants, and others on or near the CITY's facilities.

**Section 41. Headings**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**Section 42. Buy American Act and Domestic Preference**

As appropriate, and to the extent consistent with law, the CONTRACTOR shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

The following federally funded requirements are applicable in accordance with the Buy-American Act.

A. Definitions. As used in this paragraph:

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the CONTRACTOR, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the CONTRACTOR, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.



B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The CITY does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The CONTRACTOR shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

**Section 43. Compliance with all State, Federal, and Local Laws**

The CONTRACTOR shall comply with all State, Federal (including Executive Orders), and Local laws, and requirements. The CONTRACTOR must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The CONTRACTOR shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

**Section 44. Federal. State. And local requirements**

CONTRACTOR shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. CONTRACTOR is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. CONTRACTOR shall ensure compliance with all federal and State tax laws and withholding requirements. The CITY of Duncanville shall not be liable to CONTRACTOR or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. CONTRACTOR shall indemnify the CITY of Duncanville and shall pay all costs, penalties, or losses resulting from CONTRACTOR's omission or breach of this Section.

**Section 45. Drug-Free Workplace**

The CONTRACTOR shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the CONTRACTOR shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

**Section 46. Contractor Liability for Damage to Government Property**

The CONTRACTOR shall be liable for all damages to government-owned, leased, or





occupied property and equipment caused by the CONTRACTOR and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The CONTRACTOR shall notify the CITY of Duncanville Chief Procurement Officer in writing of any such damage within one (1) calendar day.

**Section 47. Force Majeure**

The CITY of Duncanville, any Customer, and the CONTRACTOR shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the CITY of Duncanville. In the event of an occurrence under this Section, the CONTRACTOR will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and the CONTRACTOR continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The CONTRACTOR shall immediately notify the CITY of Duncanville Chief Procurement Officer by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

**Section 48. Non-Waiver of Rights**

Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

**Section 49. No Waiver of Sovereign Immunity**

The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the CITY of Duncanville of any immunities from suit or from liability that the CITY of Duncanville may have by operation of law.

**Section 50. Records Retention**

The CONTRACTOR shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The CONTRACTOR shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The CONTRACTOR shall grant access to all books, records, and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.



**Section 51. Confidentiality**

In order to provide the deliverables to the CITY, CONTRACTOR may require access to certain of the CITY's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the CITY or its licensors consider confidential) (collectively, "Confidential Information"). CONTRACTOR acknowledges and agrees that the Confidential Information is the valuable property of the CITY and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the CITY and/or its licensors. The CONTRACTOR (including its employees, subcontractor's, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the CITY or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the CONTRACTOR promptly notifies the CITY before disclosing such information so as to permit the CITY reasonable time to seek an appropriate protective order. The CONTRACTOR agrees to use protective measures no less stringent than the CONTRACTOR uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

**Section 52. Non-Publicity**

City of Duncanville and Consultant agree not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the other party except: (a) to its advisors, attorneys or auditors who have a need to know such information, (b) as required by law or court order, (c) as required in connection with the reorganization of a party, or its merger into any other corporation, or the sale by a party of all or substantially all of its properties or assets, or (d) as may be required in connection with the enforcement of this Agreement.

**Section 53. No Warranty by City Against Infringements**

The CONTRACTOR represents and warrants to the CITY that: (i) the CONTRACTOR shall provide the CITY good and indefeasible title to the deliverables and (ii) the deliverables supplied by the CONTRACTOR in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the CONTRACTOR does not know of any valid basis for any such claims. The CONTRACTOR shall, at its sole expense, defend, indemnify, and hold the CITY harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the CITY's exercise anywhere in the world of the rights associated with the CITY's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual



property rights of any third party; or (ii) the CONTRACTOR's breach of any of CONTRACTOR's representations or warranties stated in this Contract. In the event of any such claim, the CITY shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the CITY's behalf. Further, CONTRACTOR agrees that the CITY's specifications regarding the deliverables shall in no way diminish CONTRACTOR's warranties or obligations under this paragraph and the CITY makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of CONTRACTOR.

#### **Section 54. Warranty-Services**

The Consultant warrants and represents that all services to be provided the City of Duncanville under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Agreement, and all applicable Federal, State, and local laws, rules, or regulations.

A. The Consultant may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Agreement, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Consultant shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City of Duncanville. All costs incidental to such additional performance shall be borne by the Consultant. The City of Duncanville shall endeavor to give the Consultant written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City of Duncanville's rights under this section.

C. If the Consultant is unable or unwilling to perform its services in accordance with the above standard as required by the City of Duncanville, then in addition to any other available remedy, the City of Duncanville may reduce the amount of services it may be required to purchase under the Agreement from the Consultant and purchase conforming services from other sources. In such event, the Consultant shall pay to the City of Duncanville upon demand the increased cost, if any, incurred by the City of Duncanville to procure such services from another source.

#### **Section 55. Byrd Anti-Lobbying Act Requirements**

The CONTRACTOR hereby certifies, for contracts exceeding \$100,000, that no federal appropriated funds from this contractual agreement shall not be used to pay any person or organization for influencing or attempting to influence an officer, or employee of any Local, State, or Federal agency, or a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, loan, grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement, or any other award cover by [31 U.S.C. 1352](#).

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a



Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**Section 56. Clean Air Act Requirements**

In accordance with the provisions of the Federal Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended, for contracts in excess of \$150,000, the CONTRACTOR certifies that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Section 57. Solid Waste Disposal Act**

In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule, meeting contract performance requirements; or at a reasonable price. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

**Section 58. Claims**

If any claim, demand, suit, or other action is asserted against the CONTRACTOR which arises under or concerns the Contract, or which could have a material adverse effect on the CONTRACTOR's ability to perform thereunder, the CONTRACTOR shall give written notice thereof to the CITY within ten (10) calendar days after receipt of notice by the CONTRACTOR. Such notice to the CITY shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the Duncanville Chief Procurement Officer. Personal delivery to the CITY is defined in the Notices section.

**Section 59. Compliance with the Copeland Anti-Kickback Act**

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

**Section 60. Prohibition on Contracting for Covered Telecommunications Equipment or Services**

The CONTRACTOR shall comply with Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 which prohibits the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Provided Technology is procured through this Contract, the CONTRACTOR shall be required to complete and submit [Federal Form NDAA-899](#).



**Section 61. Entire Contract**

This contract embodies the complete contract of the parties hereto, superseding all oral or written previous and contemporary contracts between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written contract of the parties.

**Section 62. Pass Down Language Requirement**

Provided the CONTRACTOR utilizes any subcontractors in performance of this agreement, the CONTRACTOR shall require the subcontractor to adhere and comply with the terms and conditions of this Contract, by incorporating such into a written agreement between the CONTRACTOR and the subcontractor.

**Conflicts of Language:** Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

1. Final negotiated contract
2. RFP/Bid documents
3. CITY's standard terms and conditions
4. Purchase order
5. Proposal documents and CONTRACTOR terms and conditions

(Signature follows this page)



**EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH A PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.**

This Agreement may be executed in multiple counterparts, including by fax or email, each an original, but all considered part of one Agreement. The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed original for all legal purposes. IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

**CITY OF DUNCANVILLE, TEXAS**

**CONTRACTOR / COMPANY NAME**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Authorized Signature

Robert D. Brown, Jr.  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Interim City Manager  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

APPROVED AS TO LEGAL FORM:  
Robert Hegar, JD - CITY ATTORNEY

\_\_\_\_\_  
TEXAS ETHICS COMMISSION  
CERTIFICATE NUMBER

BY: \_\_\_\_\_



## **Exhibit A – Scope of Services**

In cooperation with the OWNER, CONTRACTOR will provide traffic engineering services at the direction of the Traffic Operations Superintendent or Public Works Director/Assistant Director on an as-needed basis. Such services include:

- Traffic signal programming adjustments, retiming work, and synchronization
- Motorist complaint investigation, troubleshooting, and resolution support
- Advisement regarding the development of proposed traffic improvements
- Analyses or support related to the need for new traffic signals, stop signs, speed limit adjustments, etc.

OWNER agrees to compensate CONTRACTOR at a rate of \$220.00 per hour for CONTRACTOR's consulting services as documented by invoice. The CONTRACTOR will be responsible for providing an invoice to the OWNER for billable hours payable at the end of the month.





## Exhibit B – Conflict of Interest Form

|          | <b>CONFLICT OF INTEREST QUESTIONNAIRE -</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>FORM CIQ</b> |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
|          | <b>For vendor or other person doing business with local governmental entity</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 |
|          | <b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |
|          | <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. <i>See</i> Section 176.006(a-1), Local Government, Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                 |
| <b>1</b> | <b>Name of vendor who has a business relationship with local governmental entity.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |
| <b>2</b> | <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b><br><br><small>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7<sup>th</sup> business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</small>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |
| <b>3</b> | <b>Name of local government officer about whom the information in this section is being disclosed.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 |
|          | <hr style="width: 50%; margin: 0 auto;"/><br>Name of Officer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                 |
|          | <p>This section, (item 3 including subparts A, B, C &amp; D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes                      <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes                      <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes                      <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> |                 |
| <b>4</b> | <input type="checkbox"/> <b>I have no Conflict of Interest to disclose.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 |
| <b>5</b> | <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <hr style="width: 100%;"/>           Signature of vendor doing business with the governmental entity         </div> <div style="width: 35%;"> <hr style="width: 100%;"/>           Date         </div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 |





## Exhibit C – Form 1295 Instructions

### Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

**CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.**

The CONTRACTOR shall:

1. Log onto the State Ethics Commission Website at :  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on the signature page of this contract.
5. Complete and sign the Form 1295
6. Email the form to [purchasing@duncanville.com](mailto:purchasing@duncanville.com) with the contract number in the subject line.  
(EX: Contract 1234 – Form 1295)

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.



# STAFF REPORT

**MEETING: City Council - 21 Nov 2023**

**TITLE:**

Consider a Resolution authorizing a new Professional Services Agreement with Cactus Computer, Inc. for IT consultant services for Traffic and Utilities Divisions for a one-year term, with the option to renew up to four additional one-year terms in an estimated contract amount not to exceed \$173,000.00, subject to appropriation; and authorizing the City Manager to execute the necessary documents related to said expenditures.

**Vision Statement:**

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

**Pillar:**

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

**STAFF RESPONSIBLE:**

**Jacqueline R. Culton, MBA, P.E., Interim Public Works Director**  
**John Borchardt, Traffic Operations Superintendent**

**BACKGROUND/HISTORY:**

The City has contracted with Cactus Computer, Inc. (Cactus) for IT consultant services in support of the Traffic Operations and Utilities Divisions of the Public Works Department. Cactus has decades of experience in direct technical design, development, manufacture, marketing, and support of electronic and computer-based products and systems. The company performs IT consulting services as directed by the Traffic Operations Superintendent or Utilities Superintendent as needed. Services can vary but primarily include the following:

- Remote network monitoring
- Assist in network design
- Traffic communications servers set up
- Fiberoptic cable splicing
- Support services for scheduled and emergency maintenance to the Traffic Operations IT network and communications infrastructure associated with the City's signalized intersections
- Design, installation, and maintenance support for the City's cellular connectivity that operates the water distribution SCADA system

Cactus has been a consultant to the City on traffic and water system needs since 2009 and 2014, respectively. The City is currently charged an hourly rate of \$142. Cactus' expertise and experience have proven invaluable to the City in ensuring the traffic signal IT infrastructure and SCADA cellular network remain reliable and operational.

**POLICY EXPLANATION:**

City Council is requested to approve approximately \$33,098.00 for the remainder of FY24 and an estimated \$139,902.00 spread over the remaining fiscal years, subject to future appropriations in FY 25-28, for a total of \$173,000.00, as outlined below. This authorization would cover Cactus' consulting services through September 2028.

FY24: \$33,098.00  
FY25: \$33,850.00  
FY26: \$34,500.00  
FY27: \$35,400.00  
FY28: \$36,152.00

**FUNDING SOURCE:**

**ORG and Object Number**

01066300-700450 (Traffic Operations/Contractual Services) and 02312000-700662 (Water & Sewer Services/Equipment Repair/Maintenance)

| <u>Available Budget</u> | <u>Purchase Amount</u> | <u>After Encumber</u> |
|-------------------------|------------------------|-----------------------|
| \$458,587.06            | \$33,098.00            | \$425,489.06          |

**ACTION ALTERNATIVES:**

1. Authorize a new Professional Services Agreement with Cactus Computer, Inc. for IT consultant services for Traffic and Utilities Divisions for a one-year term, with the option to renew up to four additional one-year terms in an estimated contract amount not to exceed \$173,000.00.
2. Do not authorize a new Professional Services Agreement with Cactus Computer, Inc. for IT consultant services for Traffic and Utilities Divisions for a one-year term, with the option to renew up to four additional one-year terms in an estimated contract amount not to exceed \$173,000.00.
3. Other actions as directed by Council.

**ATTACHMENTS:**

[Resolution No. - 2023-182 - IT Consulting Services Contract for Traffic Operations & Utilities Divisions with Exhibit](#)

**RESOLUTION NO. 2023-182**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A NEW PROFESSIONAL SERVICES AGREEMENT WITH CACTUS COMPUTER, INC. FOR IT CONSULTING SERVICES FOR TRAFFIC AND UTILITIES DIVISIONS FOR A ONE-YEAR TERM, WITH THE OPTION TO RENEW UP TO FOUR ADDITIONAL ONE-YEAR TERMS; IN AN ESTIMATED CONTRACT AMOUNT NOT TO EXCEED \$173,000.00, SUBJECT TO APPROPRIATION, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary to provide essential IT consulting services to assist the Traffic Operations and the Utilities Divisions as needed; and

**WHEREAS**, Cactus Computer, Inc. provides said IT consulting services; and

**WHEREAS**, the City of Duncanville, Texas, desires to continue with Cactus Computer, Inc. as a consultant to the Traffic Operations and Utilities Divisions; and

**WHEREAS**, The City Council of the City of Duncanville, Texas, desires to authorize a new Professional Services Agreement with Cactus Computer, Inc. for IT consultant services for Traffic and Utilities Divisions for a one-year term, with the option to renew up to four additional one-year terms in an estimated contract amount not to exceed \$173,000.00, subject to appropriation; and authorize the City Manager to execute the necessary documents related to said expenditures.

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

**SECTION 1.** The City Council of the City of Duncanville, Texas, hereby authorizes a new Professional Services Agreement with Cactus Computer, Inc. for IT consultant services for Traffic and Utilities Divisions for a one-year term, with the option to renew up to four additional one-year terms in an estimated contract amount not to exceed \$173,000.00, subject to appropriation; and authorizes the City Manager to execute the necessary documents related to said expenditures.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of  
Duncanville, Texas, on the 21st day of November, 2023.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Chiquita Taylor, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney



**PROFESSIONAL SERVICES AGREEMENT**  
**CONTRACT NUMBER 24-XXXX**  
**(IT CONSULTING)**

This **PROFESSIONAL SERVICES AGREEMENT** ("agreement") is made and entered into by and between (**Cactus Computer, Inc.**), hereinafter referred to as "CONTRACTOR", which is legally authorized to do business in the State of Texas, and the **City of Duncanville** ("CITY"), a Texas home rule municipal corporation, hereinafter referred to as "CITY", to be effective upon approval of the Duncanville City Council and subsequent execution of this Contract by the Duncanville City Manager or his duly authorized designee.

**RECITALS**

WHEREAS the CITY desires CONTRACTOR to perform certain work and services set forth in Section 1, Scope of Services, and **Exhibit A, Scope of Services**, of this contract; and

WHEREAS, the CONTRACTOR has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1 and **Exhibit A** of this contract; and

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, the CITY and the CONTRACTOR agree as follows:

**Section 1. Services to be Provided**

Upon issuance of a written Notice to Proceed by CITY, CONTRACTOR agrees to provide to CITY the necessary professional engineering services and deliverables, as set forth in the "Scope of Services", "Scope", **Exhibit A** and incorporated herein.

Exhibit A also includes the Schedule of Standard Fees. **SCHEDULE:** The proposed services shall begin within **10 working days of authorization to proceed, or upon date as mutually agreed to by City and Contractor and incorporated into the project schedule.** The deliverables and schedule are included as **Exhibit A** and made a part hereto.

**Section 2. Term of Contract**

The term of this agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until CONTRACTOR completes the services and obligations required herein to the satisfaction of CITY as specified in **Section 1** and **Exhibit A**, unless sooner terminated as provided in Section 9, Termination, as detailed in this Contract.

**Section 3. Contractor Obligations**

- A. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Contract, as described in the Scope of Services, attached, and incorporated herein as **Exhibit A**. Should CITY require additional



services not included under this Contract, CONTRACTOR shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by CITY; and without decreasing the effectiveness of the performance of services required under this Contract.

- B. To the extent reasonably necessary for CONTRACTOR to perform the services under this Contract, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Contract with the prior written approval of CITY. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by CITY.
- C. CONTRACTOR shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation, services, and management necessary to perform all work as set forth in the Scope of Services including to the agreed upon schedule.

#### **Section 4. Invoices**

- A. The CONTRACTOR shall submit monthly invoices for work completed. Each purchase order issued Invoices shall be emailed to the CITY's Accounts Payable Department at [accountspayable@duncanville.com](mailto:accountspayable@duncanville.com) with a proforma copy to the City's designated project manager or departmental point-of-contact. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The CONTRACTOR agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.
- B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number, if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The CONTRACTOR's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the CITY. Unless otherwise instructed in writing, the CITY may rely on the remittance address specified on the CONTRACTOR's invoice.
- C. Invoices for labor performed outside of the scope and but previously agreed to by the City with a written change order, shall be listed on the monthly invoice as a separate item. Invoices for labor shall include a copy of all timesheets with labor rate and deliverables clearly identified. Invoices shall also include a tabulation of work hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked.
- D. Unless otherwise expressly authorized in the Contract, the CONTRACTOR shall pass through All Subcontractor and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or CITY sales taxes must not be included in the invoiced amount. The CITY will furnish a tax exemption certificate upon request.



### **Section 5. Payment**

The total CONTRACTOR fee shall be as specified in Exhibit A and in Section 5. The total amount of the invoices on the project shall not exceed the contract amount of **Thirty three thousand ninety eight dollars and zero cents (\$33,098.00)** for all services authorized in writing and properly performed by CONTRACTOR in accordance with the Payment Schedule set forth in this Section, unless amended in writing by the City. All fees paid to CONTRACTOR, by CITY, shall be based on invoices submitted by CONTRACTOR for work performed and approved by the CITY. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds (EFT). The CONTRACTOR agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.

The CITY may withhold or set off the entire payment or part of any payment otherwise due the CONTRACTOR to such extent as may be necessary on account of:

- a. third party claims, which are not covered by the insurance which the CONTRACTOR is required to pay provided the City receives notification of a valid claim or reasonable evidence indicating probable filing of such claims.
- b. failure of the CONTRACTOR to pay Subcontractors, or for labor, materials or equipment; damage to the property of the CITY or the CITY's agents, employees, or contractors, which is not covered by insurance required to be provided by the CONTRACTOR;
- c. reasonable evidence that the CONTRACTOR's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay; failure of the CONTRACTOR to submit proper invoices, with all required attachments and supporting documentation; or
- d. failure of the CONTRACTOR to comply with any material provision of the Agreement or perform the project in a satisfactory manner.
- e. any sums owed to the CITY, for any reason including delinquent taxes.

Payments shall be made within 30 days of receipt of invoice by CITY, unless disputed by the CITY. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

### **Section 6. Responsibilities**

- A. THE CONTRACTOR shall be responsible for the quality of goods and services furnished by CONTRACTOR under this Contract. CONTRACTOR shall complete the work with the professional skill and care ordinarily provided by similarly situated professionals in the same or similar locality and under the same or similar circumstances and professional license. CONTRACTOR shall, without additional





compensation, correct or revise any errors or deficiencies in the services.

- B. Neither CITY's review, approval or acceptance of, nor payment for any of the services required under this Contract, shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONTRACTOR shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONTRACTOR's negligent performance of any of the services furnished under this Contract.
- C. The rights and remedies of CITY under this Contract are as provided by law and allowed by this contract.

#### **Section 7. Time for Performance**

- A. CONTRACTOR shall perform all services as provided for under this Contract in a proper, efficient, and professional manner in accordance with CITY's requirements. As time is of the essence of this Contract, such services shall be completed in a timely manner, after receiving a Notification to Proceed from CITY to CONTRACTOR.
- B. In the event CONTRACTOR's performance of this Contract is delayed or interfered with by acts of the CITY or others, CONTRACTOR may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.
- C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to CONTRACTOR, unless CONTRACTOR shall have made written request upon CITY for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless CITY and CONTRACTOR have agreed in writing upon the allowance of additional time to be made.

#### **Section 8. Documents**

- A. All surveys, studies, proposals, applications, drawings, plans, specifications, and other documents, including those in electronic form, prepared by CONTRACTOR and its consultants, subcontractor's, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of CITY. CONTRACTOR and its consultants, subcontractor's, agent(s), representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, CITY shall own, have, keep, and retain all rights, title, and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the CONTRACTOR) in and to all Project Documents, whether in draft form or final form, which are produced at CITY's request and in furtherance of this Agreement.



- B. CITY shall have the right to publish, disclose, distribute, and otherwise use such deliverables, materials, and reports for those purposes for which they were intended. CITY shall have full authority to authorize CONTRACTOR(s), subcontractor's, sub-subcontractor's, CITY consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by CONTRACTOR in connection with this Agreement are "works for hire" and shall be the property of CITY. CITY shall have the right to publish, disclose, distribute, and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended. CONTRACTOR shall, upon completion of the services and full payment for the CONTRACTOR'S services by the CITY, or earlier termination and appropriate compensation as provided by this Agreement, provide CITY with reproductions of all materials, reports, and exhibits prepared by ENGINEER pursuant to this Agreement in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the CITY.
- C. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data, or work items, etc.) prepared under this Agreement shall be submitted for approval of CITY. All instruments of service shall be professionally sealed as may be required by law or by the CITY.
- D. Acceptance and approval of the Project Documents by CITY shall not constitute nor be deemed a release of the responsibility and liability of CONTRACTOR, its employees, associates, agents and CONTRACTORS for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings and specifications, or other documents prepared by CONTRACTOR, its employees, CONTRACTOR, agents and CONTRACTORS.

#### **Section 9. Termination**

CITY may suspend or terminate this Contract for cause or without cause at any time by giving written notice to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services, and CONTRACTOR will immediately terminate placing orders or entering into contracts for assistance, supplies, facilities, or material in connection with this contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this contract. In the event suspension or termination is-without cause, payment to CONTRACTOR, in accordance with the terms of this Contract, will be made on the basis of goods or services reasonably determined by CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all goods or services to the CITY. Should CITY require a modification of this Contract with CONTRACTOR, and in the event CITY and CONTRACTOR fail to agree upon a modification to this Contract, CITY shall have the option of



terminating this Contract and CONTRACTOR's services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this Contract, for the goods or services reasonably determined by CITY to be properly performed by CONTRACTOR prior to such termination date.

**Section 10. Insurance**

- A. CONTRACTOR shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of CONTRACTOR's employees, as required by law. CONTRACTOR shall also provide and maintain in full force and effect during the term of this Contract, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting CONTRACTOR and CITY against liability from damages because of injuries, including death, suffered by any person or persons other than employees of CONTRACTOR, and liability for damages to property, arising from or growing out of CONTRACTOR's operations in connection with the performance of this Contract.
- B. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than One Million Dollars (\$1,000,000.00) for one (1) person, and not less than One Million Dollars for any one (1) occurrence. Insurance covering damages to property shall be in the sum of not less than One Million Dollars (\$1,000,000.00) for any one (1) occurrence, and One Million Dollars (\$1,000,000.00) aggregate.
- C. CONTRACTOR shall also provide and maintain Professional Liability Insurance coverage to protect CONTRACTOR and CITY from liability arising out of the performance of professional services, if any, under this Contract. Such coverage shall be in the sum of not less than One Million Dollars (\$1,000,000.00).

A signed Certificate of Insurance, satisfactory to CITY, showing compliance with the requirements of this Section shall be furnished to CITY before any services are performed under this Contract to:

CITY of Duncanville  
Attn: Chief Procurement Officer  
PO Box 380280  
Duncanville, TX 75138  
(972) 780-5058  
[purchasing@duncanvilletx.gov](mailto:purchasing@duncanvilletx.gov)

and shall further indicate that each and every policy for liability insurance coverage as required herein includes a "Contractual Liability Coverage" endorsement covering the Contract under Section 10, hereof. Such Certificate of Insurance shall provide for thirty (30) days written notice to CITY prior to the cancellation or modification of any insurance referred to therein. On every date of renewal of the required insurance policies, the CONTRACTOR shall cause a certificate of



insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the CITY. In addition, the CONTRACTOR shall within ten (10) business days after written request provide the CITY with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the CITY is a condition precedent to the payment of any amounts due to CONTRACTOR by the CITY. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the CITY.

**Section 11. Indemnification for Injury and Performance**

CONTRACTOR hereby agrees to protect, defend, indemnify, and hold harmless the CITY, its officers, agents, servants, and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability, or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, omission or neglect of CONTRACTOR, its officers, employees, servants, agents or subcontractor's, or anyone else under CONTRACTOR's direction and control, and arising out of, occurring in connection with, resulting from or caused by the negligent performance or failure of performance of any work or services called for by this Contract, or from conditions created by the performance or non- performance of said work or services. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, CONTRACTOR shall be obligated to indemnify CITY as provided herein in a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by CONTRACTOR under this agreement. This provision shall survive the termination of this agreement.

**Section 12. Indemnification for Unemployment Compensation**

CONTRACTOR agrees that it is an independent CONTRACTOR and not an agent of the CITY, and that CONTRACTOR is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve CITY of any responsibility or liability from treating CONTRACTOR's employees as employees of CITY for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. CONTRACTOR further agrees to indemnify and hold CITY harmless and reimburse it for any expenses or liability incurred under said Statutes in connection with employees of CONTRACTOR.



**Section 13. Indemnification for Performance**

CONTRACTOR shall defend and indemnify CITY against and hold CITY and the premises harmless from any and all claims, suits or liens based upon or alleged to be based upon the non- payment of labor, tools, materials, equipment, supplies, transportation, and management costs incurred by CONTRACTOR in performing this Contract.

**Section 14. Assignment-Delegation**

The Contract shall be binding upon and ensure to the benefit of the CITY and the CONTRACTOR and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the CONTRACTOR without the prior written consent of the CITY. Any attempted assignment or delegation by the CONTRACTOR shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm, or entity not a party hereto; it being the intention of the parties that there are no third-party beneficiaries to the Contract.

The Vendor shall notify the CITY's Chief Procurement Officer, in writing, of a company name, ownership, or address change for the purpose of maintaining updated CITY records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

**Section 15. Jurisdiction, Venue, Applicable Laws**

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All Parties shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Contract. The laws of the State of Texas shall govern this Contract; and venue for any action concerning this Contract shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the CITY to seek and secure injunctive relief from any competent authority as contemplated herein.

**Section 16. Interpretation**

The Contract is intended by the parties as a final, complete, and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially





drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

#### **Section 17. Dispute Resolution**

If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such a meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties; in which event the parties may proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the CITY and the CONTRACTOR agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Dallas County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The CITY and the CONTRACTOR will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

#### **Section 18. Default**

In the event CONTRACTOR fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the failure to commence the work, failure to diligently provide services in the quality or character of the service, failure to provide services in an efficient, timely, and careful manner, failure to provide or use an adequate number or quality of personnel to complete the work, failure to provide adequate equipment, or fail to perform any of the CONTRACTOR obligations under this contract, and the failure is not corrected within ten (10) days after written notice by CITY to CONTRACTOR, CITY may, at its sole discretion



without prejudice to any other right or remedy:

- A. Immediately terminate this contract and complete the work in any manner CITY deems acceptable, including engaging the services of other contractors, and shall be relieved of the payment of any further consideration to CONTRACTOR except for all work determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of CONTRACTOR to and from meetings called by CITY at which CONTRACTOR is required to attend, but shall not include any loss of profit of CONTRACTOR. In the event of such termination, CITY may proceed to complete the services in any manner deemed proper by CITY, either by the use of its own forces or by resubletting to others.
- B. CITY may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of CONTRACTOR.
- C. Any such act by the CITY shall not be deemed a waiver of any other right or remedy of the CITY.

**Section 19. Adjustments in Services**

No claims for extra services, additional services, modifications, or changes in the services will be made by CONTRACTOR without a written agreement with CITY prior to the performance of such services. The Contract can be modified or amended only in writing as signed by both parties. No pre-printed or similar terms on any the CONTRACTOR invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

**Section 20. Execution becomes Effective**

This Contract will be effective upon execution of the Contract by and between CONTRACTOR and CITY.

**Section 21. Contract Amendments**

This Contract contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Contract which have not been incorporated herein. This Contract may only be modified, amended, supplemented, or waived by a written instrument executed by the parties except as may be otherwise provided therein.

**Section 22. Invalidity and Severability**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.



### **Section 23. Independent CONTRACTOR**

It is understood and agreed by and between the parties that CONTRACTOR in satisfying the conditions of this Contract, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with CONTRACTOR's actions. All services to be performed by CONTRACTOR pursuant to this Contract shall be in the capacity of an independent CONTRACTOR, and not as an agent or employee of CITY. CONTRACTOR shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Contract. There is no intended third-party beneficiary to this Contract.

### **Section 24. Notice**

Any notice required or permitted to be delivered hereunder may be sent by first class email, overnight, and courier to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to OWNER:

City of Duncanville  
Attn: Chief Procurement Officer  
PO Box 380280  
Duncanville, TX 75138  
(972) 780-5058  
[purchasing@duncanvilletx.gov](mailto:purchasing@duncanvilletx.gov)

If to CONTRACTOR:

Cactus Computer, Inc.  
2145 N. Josey Ln., Ste 116-232  
Carrollton, TX 75006  
Office: 972-416-0525  
[jake@cactuscomputerinc.com](mailto:jake@cactuscomputerinc.com)

### **Section 25. Business Prohibitions and Requirements**

#### **1. Prohibition on Contracts with Companies Boycott of Israel**

By executing this contract, CONTRACTOR verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

#### **2. Transactions with an Abortion Provider or Affiliate**

CONTRACTOR certifies that it is not an abortion provider nor an affiliate of such a provider as noted in Texas SB 22, codified in Texas Government Code Chapter 2272, and effective September 1, 2019. If this provision is violated by Contractor, Agreement and/or taxpayer resource transaction is voidable by CITY and Offeror





agrees to defend and indemnify CITY against any action brought by the Office of the Attorney General for a violation of Section 2272.003. <https://www.texasattorneygeneral.gov/abortion-provider-affiliate-transactions-prohibited#:~:text=Except%20as%20otherwise%20specified%20in,affiliate%20of%20an%20abortion%20provider.>

3. **Prohibition against doing business with Foreign Terrorist Organizations**

By executing this contract, CONTRACTOR verifies that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies.

4. **Discrimination Against Firearm & Ammunition Industries**

Vendor certifies and verifies that (1) neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 2274. For purposes of this Agreement, the term "Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.

5. **Boycotting of Energy Companies**

Vendor certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Agreement, the term "boycott energy company" shall have the meaning defined in the Texas Government Code Chapter 80.

6. **Certificate of Interested Parties Electronic Filing (See Exhibit C)**

No officer, employee, independent consultant, or elected official of the CITY who is involved in the development, evaluation, or decision-making process of the performance of any solicitation or contract shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation or proposal. Any violation of this provision, with the knowledge, expressed or implied, of the CONTRACTOR shall render the Contract voidable by the CITY. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY of



Duncanville may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.  
<https://www.ethics.state.tx.us/filinginfo/1295/>

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

**Section 26. Funding and Non-Appropriation Clause**

The awarding or continuation of this agreement is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Agreement. CONTRACTOR recognizes that the continuation of any multi-year contract after the close of, or during, any given fiscal year of the CITY, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the CITY providing for or covering such contract as an expenditure therein. Should funding not be approved by the CITY Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to elate shall be paid.

The CITY shall provide the CONTRACTOR written notice of the failure of the CITY to make an adequate Appropriation for any fiscal year to pay the amounts due under the multi-year contract, or the reduction of any Appropriation to an amount insufficient to permit the CITY to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the CITY.

**Section 27. Revisions of Scope of Work and Workplan**

In response to changes in needs of the project, CITY reserves the right to direct substantial revision to the scope of work initially agreed, including changes to the drawings, specifications, or other project documents after due approval by CITY, as CITY may deem necessary. In such event, CITY shall pay CONTRACTOR its regular compensation for services rendered in making such revisions, provided such compensation is customarily reasonable. When CONTRACTOR is directed to make substantial revisions under this section of the contract, CONTRACTOR shall provide to CITY a written proposal for the entire costs involved and the completion time involved in providing the revisions. CITY shall not knowingly require any revision that is illegal or that violates the professional ethics of CONTRACTOR. Prior to CONTRACTOR undertaking any substantial revision as directed by CITY, CITY must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

**Section 28. Right to Inspect/Audit Records**



CONTRACTOR agrees that CITY shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that CITY shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided with adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give CONTRACTOR reasonable advance notice of intended audits no less than 3 business days. CONTRACTOR further agrees to include in subcontract(s), if any, a provision that any subcontractor or subcontractors agrees that CITY shall, until the expiration of one (1) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractors or subcontractors involving transactions to the subcontract and further, that CITY shall have access during normal working shall give the subcontractor's or subcontractors reasonable advance notice of intended audits no less than 3 business days.

**Section 29. Successors and Assigns**

CITY and CONTRACTOR each bind itself and its successors, executors, administrators and assigns to the other party of this contract and to the successor, executors, administrators and assigns of such other party in respect to all covenants of this contract. Neither CITY nor CONTRACTOR shall assign or transfer its interest herein without the prior written consent of the other.

**Section 30. Disclosure of No Conflicts of Interest (Exhibit B)**

By signing this contract, CONTRACTOR acknowledges to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed project and business relationships with abutting property owners. CONTRACTOR further agrees that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this contract and prior to final payment under the contract.

**Section 31. Workforce**

A. The CONTRACTOR shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The CONTRACTOR, its employees, subcontractors, and subcontractor's employees may not engage in, participate or respond to a solicitation. While in the course and scope of delivering goods or services under a City of Duncanville contract or on the CITY's property, a Contractor shall not:

1. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
2. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the CITY or the CITY's representative notifies the CONTRACTOR that any



worker is incompetent, disorderly, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the CONTRACTOR shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the CITY's prior written consent.

**Section 32. Compliance with Health, Safety, and Environmental Regulations.**

The CONTRACTOR, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the services, including but not limited to those promulgated by the CITY and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The CONTRACTOR shall indemnify and hold the CITY harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of the CONTRACTOR's obligations under this paragraph.

**Environmental Protection:** The CONTRACTOR shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq.*).

**Section 33. Immigration Control and Employment Verification**

Employment eligibility verification: The Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice Form 1-9. The CONTRACTOR warrants that CONTRACTOR is in compliance with IRCA during the term of this contract with the CITY. The CONTRACTOR warrants that the CONTRACTOR has included or will include a similar provision in all written contracts with any Subcontractor(s) engaged to perform services under this Contract.

**Section 34. Non-Discrimination and Equal Employment Opportunity**

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training, including apprenticeship.

**Section 35. Non-Suspension or Debarment Certification.**

The CITY is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred



from Federal, State, or City of Duncanville Contracts. By accepting a Contract with the CITY, the CONTRACTOR certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Duncanville.

CONTRACTOR certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of Treasury, Office of Foreign Assets Control.

**Section 36. Public Information Act.**

Information, documentation, and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with the provisions of Section 2252.907 of the Texas Government Code, the CONTRACTOR is required to make any information created or exchanged with the CITY pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional cost to the CITY.

**Section 37. Counterparts.**

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

**Section 38. Exhibits**

The Exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

**Section 39. Survival of Obligations**

Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Contract shall survive termination.

**Section 40. Place and Condition of Work**

The CITY shall provide the CONTRACTOR with access to the sites where the CONTRACTOR may perform the services in a timely and efficient manner, and in accordance with and subject to the applicable security laws, rules, and regulations. The CONTRACTOR acknowledges that it has satisfied itself as to the nature of the CITY's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor, and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the CONTRACTOR's obligations under the contract.





The CONTRACTOR hereby releases and holds the CITY harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from the expected conditions.

The CONTRACTOR shall, at all times, exercise reasonable precautions for the safety of their employees, CITY Staff, participants, and others on or near the CITY's facilities.

**Section 41. Headings**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**Section 42. Buy American Act and Domestic Preference**

As appropriate, and to the extent consistent with law, the CONTRACTOR shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

The following federally funded requirements are applicable in accordance with the Buy-American Act.

A. Definitions. As used in this paragraph:

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the CONTRACTOR, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the CONTRACTOR, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic



end products for supplies acquired for use in the United States.

C. The CITY does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The CONTRACTOR shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

**Section 43. Compliance with all State, Federal, and Local Laws**

The CONTRACTOR shall comply with all State, Federal (including Executive Orders), and Local laws, and requirements. The CONTRACTOR must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The CONTRACTOR shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

**Section 44. Federal. State. And local requirements**

CONTRACTOR shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. CONTRACTOR is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. CONTRACTOR shall ensure compliance with all federal and State tax laws and withholding requirements. The CITY of Duncanville shall not be liable to CONTRACTOR or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. CONTRACTOR shall indemnify the CITY of Duncanville and shall pay all costs, penalties, or losses resulting from CONTRACTOR's omission or breach of this Section.

**Section 45. Drug-Free Workplace**

The CONTRACTOR shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the CONTRACTOR shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

**Section 46. Contractor Liability for Damage to Government Property**

The CONTRACTOR shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the CONTRACTOR and its employees,



agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The CONTRACTOR shall notify the CITY of Duncanville Chief Procurement Officer in writing of any such damage within one (1) calendar day.

**Section 47. Force Majeure**

The CITY of Duncanville, any Customer, and the CONTRACTOR shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the CITY of Duncanville. In the event of an occurrence under this Section, the CONTRACTOR will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and the CONTRACTOR continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The CONTRACTOR shall immediately notify the CITY of Duncanville Chief Procurement Officer by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

**Section 48. Non-Waiver of Rights**

Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

**Section 49. No Waiver of Sovereign Immunity**

The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the CITY of Duncanville of any immunities from suit or from liability that the CITY of Duncanville may have by operation of law.

**Section 50. Records Retention**

The CONTRACTOR shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The CONTRACTOR shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The CONTRACTOR shall grant access to all books, records, and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

**Section 51. Confidentiality**





In order to provide the deliverables to the CITY, CONTRACTOR may require access to certain of the CITY's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the CITY or its licensors consider confidential) (collectively, "Confidential Information"). CONTRACTOR acknowledges and agrees that the Confidential Information is the valuable property of the CITY and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the CITY and/or its licensors. The CONTRACTOR (including its employees, subcontractor's, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the CITY or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the CONTRACTOR promptly notifies the CITY before disclosing such information so as to permit the CITY reasonable time to seek an appropriate protective order. The CONTRACTOR agrees to use protective measures no less stringent than the CONTRACTOR uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

**Section 52. Non-Publicity**

City of Duncanville and Consultant agree not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the other party except: (a) to its advisors, attorneys or auditors who have a need to know such information, (b) as required by law or court order, (c) as required in connection with the reorganization of a party, or its merger into any other corporation, or the sale by a party of all or substantially all of its properties or assets, or (d) as may be required in connection with the enforcement of this Agreement.

**Section 53. No Warranty by City Against Infringements**

The CONTRACTOR represents and warrants to the CITY that: (i) the CONTRACTOR shall provide the CITY good and indefeasible title to the deliverables and (ii) the deliverables supplied by the CONTRACTOR in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the CONTRACTOR does not know of any valid basis for any such claims. The CONTRACTOR shall, at its sole expense, defend, indemnify, and hold the CITY harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the CITY's exercise anywhere in the world of the rights associated with the CITY's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the CONTRACTOR's breach of any of



CONTRACTOR's representations or warranties stated in this Contract. In the event of any such claim, the CITY shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the CITY's behalf. Further, CONTRACTOR agrees that the CITY's specifications regarding the deliverables shall in no way diminish CONTRACTOR's warranties or obligations under this paragraph and the CITY makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of CONTRACTOR.

#### **Section 54. Warranty-Services**

The Consultant warrants and represents that all services to be provided the City of Duncanville under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Agreement, and all applicable Federal, State, and local laws, rules, or regulations.

A. The Consultant may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Agreement, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Consultant shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City of Duncanville. All costs incidental to such additional performance shall be borne by the Consultant. The City of Duncanville shall endeavor to give the Consultant written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City of Duncanville's rights under this section.

C. If the Consultant is unable or unwilling to perform its services in accordance with the above standard as required by the City of Duncanville, then in addition to any other available remedy, the City of Duncanville may reduce the amount of services it may be required to purchase under the Agreement from the Consultant and purchase conforming services from other sources. In such event, the Consultant shall pay to the City of Duncanville upon demand the increased cost, if any, incurred by the City of Duncanville to procure such services from another source.

#### **Section 55. Byrd Anti-Lobbying Act Requirements**

The CONTRACTOR hereby certifies, for contracts exceeding \$100,000, that no federal appropriated funds from this contractual agreement shall not be used to pay any person or organization for influencing or attempting to influence an officer, or employee of any Local, State, or Federal agency, or a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, loan, grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement, or any other award cover by [31 U.S.C. 1352](#).

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member



of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**Section 56. Clean Air Act Requirements**

In accordance with the provisions of the Federal Clean Air Act ([42 U.S.C. 7401–7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251–1387](#)), as amended, for contracts in excess of \$150,000, the CONTRACTOR certifies that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401–7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Section 57. Solid Waste Disposal Act**

In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule, meeting contract performance requirements; or at a reasonable price. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

**Section 58. Claims**

If any claim, demand, suit, or other action is asserted against the CONTRACTOR which arises under or concerns the Contract, or which could have a material adverse effect on the CONTRACTOR's ability to perform thereunder, the CONTRACTOR shall give written notice thereof to the CITY within ten (10) calendar days after receipt of notice by the CONTRACTOR. Such notice to the CITY shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the Duncanville Chief Procurement Officer. Personal delivery to the CITY is defined in the Notices section.

**Section 59. Compliance with the Copeland Anti-Kickback Act**

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

**Section 60. Prohibition on Contracting for Covered Telecommunications Equipment or Services**

The CONTRACTOR shall comply with Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 which prohibits the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Provided Technology is procured through this Contract, the CONTRACTOR shall be required to complete and submit [Federal Form NDAA-899](#).



**Section 61. Entire Contract**

This contract embodies the complete contract of the parties hereto, superseding all oral or written previous and contemporary contracts between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written contract of the parties.

**Section 62. Pass Down Language Requirement**

Provided the CONTRACTOR utilizes any subcontractors in performance of this agreement, the CONTRACTOR shall require the subcontractor to adhere and comply with the terms and conditions of this Contract, by incorporating such into a written agreement between the CONTRACTOR and the subcontractor.

**Conflicts of Language:** Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

1. Final negotiated contract
2. RFP/Bid documents
3. CITY's standard terms and conditions
4. Purchase order
5. Proposal documents and CONTRACTOR terms and conditions

(Signature follows this page)



**EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH A PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.**

This Agreement may be executed in multiple counterparts, including by fax or email, each an original, but all considered part of one Agreement. The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed original for all legal purposes. IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

**CITY OF DUNCANVILLE, TEXAS**

**CONTRACTOR / COMPANY NAME**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Authorized Signature

Robert D. Brown, Jr.  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Interim City Manager  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

APPROVED AS TO LEGAL FORM:  
Robert Hegar, JD - CITY ATTORNEY

\_\_\_\_\_  
TEXAS ETHICS COMMISSION  
CERTIFICATE NUMBER

BY: \_\_\_\_\_



## **Exhibit A – Scope of Services**

In cooperation with the OWNER, CONTRACTOR will provide traffic engineering services at the direction of the Traffic Operations Superintendent or Utilities Superintendent on an as-needed basis. Such services include:

- Remote network monitoring
- Assist in network design
- Traffic communications servers set up
- Fiberoptic cable splicing
- Support services for scheduled and emergency maintenance to the Traffic Operations IT network and communications infrastructure associated with the City's signalized intersections
- Design, installation, and maintenance support for the City's cellular connectivity that operates the water distribution SCADA system

OWNER agrees to compensate CONTRACTOR at a rate of \$142.00 per hour for CONTRACTOR's consulting services as documented by invoice. The CONTRACTOR will be responsible for providing an invoice to the OWNER for billable hours payable at the end of the month.



## Exhibit B – Conflict of Interest Form

|          | <b>CONFLICT OF INTEREST QUESTIONNAIRE -</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>FORM CIQ</b> |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
|          | <b>For vendor or other person doing business with local governmental entity</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 |
|          | <b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |
|          | <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. <i>See</i> Section 176.006(a-1), Local Government, Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |
| <b>1</b> | <b>Name of vendor who has a business relationship with local governmental entity.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |
| <b>2</b> | <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b><br><br><small>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7<sup>th</sup> business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</small>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 |
| <b>3</b> | <b>Name of local government officer about whom the information in this section is being disclosed.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                 |
|          | <hr style="width: 50%; margin: 0 auto;"/><br>Name of Officer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                 |
|          | <p>This section, (item 3 including subparts A, B, C &amp; D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes                      <input type="checkbox"/> No         </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes                      <input type="checkbox"/> No         </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes                      <input type="checkbox"/> No         </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> |                 |
| <b>4</b> | <input type="checkbox"/> <b>I have no Conflict of Interest to disclose.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |
| <b>5</b> | <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; text-align: center;"> <hr style="width: 80%; margin: 0 auto;"/>           Signature of vendor doing business with the governmental entity         </div> <div style="width: 45%; text-align: center;"> <hr style="width: 80%; margin: 0 auto;"/>           Date         </div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                 |



## Exhibit C – Form 1295 Instructions

### Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

**CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.**

The CONTRACTOR shall:

1. Log onto the State Ethics Commission Website at :  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on the signature page of this contract.
5. Complete and sign the Form 1295
6. Email the form to [purchasing@duncanville.com](mailto:purchasing@duncanville.com) with the contract number in the subject line.  
(EX: Contract 1234 – Form 1295)

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.





# STAFF REPORT

**MEETING:** City Council - 21 Nov 2023

**TITLE:**

Consider a Resolution authorizing a contract with Data Transfer Solutions for infrastructure assessment services via sole source procurement in the amount of \$139,250.40; and authorizing the City Manager to execute the necessary documents related to said expenditure.

**Vision Statement:**

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

**Pillar:**

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

**STAFF RESPONSIBLE:**

**Jacqueline R. Culton, MBA, P.E., Interim Public Works Director**  
**Kelly McChesney, Street Superintendent**

**BACKGROUND/HISTORY:**

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

In addition to gathering information about pavement conditions, DTS' equipment collects data on above-ground utility structures (valve boxes, fire hydrants, and manholes), signs and signals placement/condition, sidewalks, and ADA ramp locations and conditions. This information is valuable in construction project planning as it can be used for coordination between different divisions. Data gathered on sidewalks and ADA ramps assist the City in compliance planning as required by the Americans with Disabilities Act and promotes accessibility for all citizens.

DTS was determined to be the only viable vendor for pavement assessment, as evidenced by their use of upgraded technology, including GIS mapping and mounted cameras (see Attachment 1). Additionally, DTS is uniquely equipped to import and manage the pavement assessment data in VUEWorks, an asset management software tool currently used by staff, as DTS is the owner and operator of the software.

**POLICY EXPLANATION:**

City staff recommends approval of a sole source contract with Data Transfer Solutions for infrastructure assessment services (see Attachment 1).

Procurement of infrastructure assessment services under this authorization will be split funded between the Street (\$96,572.16) and Utilities Divisions (\$42,678.24).

**FUNDING SOURCE:**

**ORG and Object Number**

01066200-700450 (Street Maintenance/Contractual Services) and 0231200-700450 (Water & Sewer Services/Contractual Services)

| <u>Available Budget</u> | <u>Purchase Amount</u> | <u>After Encumber</u> |
|-------------------------|------------------------|-----------------------|
| \$1,894,420.02          | \$139,250.40           | \$1,755,169.62        |

**ACTION ALTERNATIVES:**

1. Authorize a contract with Data Transfer Solutions for infrastructure assessment services via sole source procurement in the amount of \$139,250.40.
2. Do not authorize a contract with Data Transfer Solutions for infrastructure assessment services via sole source procurement in the expenditure amount of \$139,250.40.
3. Other actions as directed by Council.

**ATTACHMENTS:**

[Attachment 1 - Sole Source Memo](#)

[Resolution No. - 2023-171 - Data Transfer Solutions' Infrastructure Assessment with Exhibit](#)

## Attachment 1

City of Duncanville  
 203 E. Wheatland Rd  
 Duncanville, TX 75116  
 972.780.4900 P | 972.780.4949 F  
[www.duncanvilletx.gov](http://www.duncanvilletx.gov)



# Memo

|                |                                                                             |
|----------------|-----------------------------------------------------------------------------|
| <b>Date</b>    | November 21, 2023                                                           |
| <b>To</b>      | Mayor and Council                                                           |
| <b>Thru</b>    | Robert D. Brown, Jr., Interim City Manager                                  |
| <b>Thru</b>    | Elton D. Brock, MBA, CTCM, CTPM, CPSM, CPM, Chief Procurement Officer       |
| <b>Thru</b>    | Jacqueline Culton, MBA, P.E., Interim Director of Public Works              |
| <b>From</b>    | Kelly McChesney, Street Superintendent                                      |
| <b>Subject</b> | Sole Source for Data Transfer Solutions' Infrastructure Assessment Services |

## Request:

Approve a sole source contract with Data Transfer Solutions to assess the conditions of the street, sidewalk, utility, and traffic system infrastructure within the City of Duncanville.

## Justification:

The City of Duncanville Street Division utilizes a pavement management system to prioritize city streets and alleys for maintenance and to select the appropriate maintenance strategy for each city street and alleyway. Information on street conditions (pavement assessment) is gathered by Data Transfer Solutions using personnel who perform a thorough survey and analysis of current pavement conditions. This information helps the Street Division determine which city roads to select for street improvements and the appropriate street maintenance technique (e.g., crack sealing, mill and overlay, pavement lifting, etc.) most suitable for the rehabilitation of each street.

The goal is to assess pavement conditions within the city every five years. The City of Duncanville's last pavement assessment was performed in 2016.

In addition to gathering information about pavement conditions, the DTS' equipment collects data on above-ground utility structures (valve boxes, fire hydrants, and manholes), signs and signals placement/condition, sidewalks, and ADA ramp locations and conditions. This information is valuable in construction project planning as it can be used for coordination between different

divisions. Data gathered on sidewalks and ADA ramps assist the City in compliance planning as required by the Americans with Disabilities Act and promotes accessibility for all citizens.

City staff previously researched various vendors who provide pavement assessment services. After a thorough search, it was determined that a limited number of contractors can perform the service, and an even smaller pool is available to do the work needed in Duncanville. In 2022, the City contracted with another firm whose work proved very substandard, and the reports were found to be incorrect. An accurate pavement assessment utilizing state-of-the-art technology can quickly provide critical information, with supporting evidence, on current road conditions. The pavement assessment findings, along with staff on-site reviews, allow staff to prioritize where the City's expenditures for road improvements can be maximized.

After extensive review by City of Duncanville Public Works staff, Data Transfer Solutions (DTS) was determined to be the only viable vendor for pavement assessment, as evidenced by their use of upgraded technology, including GIS mapping and mounted cameras. Additionally, DTS is uniquely equipped to import and manage the pavement assessment data in VUEWorks, an asset management software tool currently used by staff. DTS is the owner and operator of such software.

City staff recommends approval of Data Transfer Solutions as the sole-source contractor to meet the needs of the City of Duncanville for pavement and infrastructure assessment services.

**RESOLUTION NO. 2023-171**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A CONTRACT WITH DATA TRANSFER SOLUTIONS FOR INFRASTRUCTURE ASSESSMENT SERVICES VIA SOLE SOURCE PROCUREMENT, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, IN THE AMOUNT OF \$139,250.40; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Duncanville desires to continue its commitment to making infrastructure improvements to the City's street, traffic, and utilities infrastructure; and

**WHEREAS**, the City of Duncanville, Texas, desires to enter into an agreement with a vendor with demonstrable experience providing infrastructure assessment services and the knowledge to import and manage infrastructure data within the Department's current asset management system; and

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

**WHEREAS**, the City Council of the City of Duncanville, Texas, desires to authorize a contract with Data Transfer Solutions for infrastructure assessment services via sole source procurement, attached hereto and incorporated herein as Exhibit A, in the amount of \$139,250.40; and authorize the City Manager to execute the necessary documents related to said expenditure.

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

**SECTION 1.** The City Council of the City of Duncanville, Texas, hereby authorizes a contract with Data Transfer Solutions for infrastructure assessment services via sole source procurement, attached hereto and incorporated herein as Exhibit A, in the amount of \$139,250.40; and authorizes the City Manager to execute the necessary documents related to said expenditure.

**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 21st day of November, 2023.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Chiquita Taylor, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney

## Exhibit A

Page 3 of 3

Page 3 of 3

| Data Transfer Solutions<br>Duncanville Cost Estimate<br>All Prices Per Lane Mile |                                                                               |       |              |               |
|----------------------------------------------------------------------------------|-------------------------------------------------------------------------------|-------|--------------|---------------|
|                                                                                  |                                                                               |       |              |               |
|                                                                                  |                                                                               |       |              |               |
| Task                                                                             | Description                                                                   | Units | Unit Cost    | Fee           |
| 1                                                                                | Centerline File Verification                                                  | 1     | \$ 1,600.00  | \$ 1,600.00   |
| 2                                                                                | Mobile Asset Data Collection - Roadway (Units = Lane Miles)                   | 342   | \$ 60.00     | \$ 20,520.00  |
| 3                                                                                | Pavement Condition Evaluation - Roadway (Per ASTM D6433) (Units = Lane Miles) | 342   | \$ 60.00     | \$ 20,520.00  |
| 4                                                                                | Mobile Asset Data Collection - Alley (Units = Lane Miles)                     | 39    | \$ 60.00     | \$ 2,340.00   |
| 5                                                                                | Pavement Condition Evaluation - Alley (Per ASTM D6433) (Units = Lane Miles)   | 39    | \$ 60.00     | \$ 2,340.00   |
| 6                                                                                | Sign Inventory (Units = Lane Miles)                                           | 381   | \$ 40.00     | \$ 15,240.00  |
| 7                                                                                | Sidewalk Inventory (Units = Lane Miles)                                       | 342   | \$ 40.00     | \$ 13,680.00  |
| 8                                                                                | Traffic Signals Inventory (Units = Lane Miles)                                | 342   | \$ 30.00     | \$ 10,260.00  |
| 9                                                                                | Pavement Tech Memo                                                            | 1     | \$ 10,000.00 | \$ 10,000.00  |
| 10                                                                               | Centerline File Re-Segmentation (Units = Lane Miles)                          | 381   | \$ 25.00     | \$ 9,525.00   |
| 11                                                                               | Manholes Inventory (Units = Lane Miles)                                       | 381   | \$ 25.00     | \$ 9,525.00   |
| 12                                                                               | Fire Hydrants Inventory (Units = Lane Miles)                                  | 381   | \$ 25.00     | \$ 9,525.00   |
| 13                                                                               | Valve Boxes Inventory (Units = Lane Miles)                                    | 381   | \$ 25.00     | \$ 9,525.00   |
| 14                                                                               | ADA Ramps Inventory (Units = Lane Miles)                                      | 342   | \$ 30.00     | \$ 10,260.00  |
|                                                                                  |                                                                               |       |              |               |
|                                                                                  | DTS Fee                                                                       |       |              | \$ 144,860.00 |
|                                                                                  |                                                                               |       |              |               |
|                                                                                  | 4% DTS Discount for not using HGAC Contract Buy                               |       |              | \$ 5,609.60   |
|                                                                                  |                                                                               |       |              |               |
|                                                                                  | Total Fee                                                                     |       |              | \$ 139,250.40 |
| 1. Assumes centerline file will be provided in GIS and no changes are required.  |                                                                               |       |              |               |
| 2. Monthly, lump sum based on percentage completed for each task item            |                                                                               |       |              |               |



# STAFF REPORT

**MEETING: City Council - 21 Nov 2023**

**TITLE:**

Consider a Resolution authorizing a three-year agreement with Zenith Construction Services Inc. dba Christmas by Zenith, for Christmas tree install services and holiday lighting services with an anticipated fiscal year 2024 expenditure of \$28,370.00 and providing for a total expenditure amount of \$100,000.00.

**Vision Statement:**

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

**Pillar:**

- **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:**

**Tyler Agee, Assistant Director of Parks and Recreation**  
**Bart Stevenson, Director of Parks and Recreation**  
**Elton Brock, Chief Procurement Officer**

**BACKGROUND/HISTORY:**

The City of Duncanville has enjoyed a longstanding and successful partnership with Christmas by Zenith as the designated provider for the installation of Christmas lights and tree wrapping at Memorial Park and Armstrong Park. This collaboration has been a cherished tradition, spanning several years, and is an integral part of the annual Christmas parade and tree lighting festivities.

Christmas by Zenith has consistently demonstrated their expertise and commitment to transforming these parks into magical wonderlands for the holiday season. Their services include adorning trees with enchanting Christmas lights and decorations, creating a breathtaking and festive atmosphere that sets the stage for the Christmas parade and tree lighting ceremony.

One of the remarkable aspects of this partnership is Zenith's role in storing and maintaining the iconic 30-foot-tall Christmas tree used in the annual celebrations. The company carefully preserves the tree throughout the year, ensuring its beauty and structural integrity are retained. Then, as the holiday season approaches, Zenith takes charge of the installation and, following the celebrations, the deconstruction of the tree. This collaboration has become a beloved tradition in Duncanville, eagerly anticipated by residents and visitors alike. Zenith's dedication to enhancing the holiday spirit in the city is evident in their commitment to providing a magical and memorable experience during the



Christmas season. The partnership with Zenith is a testament to the community's festive spirit and the city's efforts to create a warm and welcoming atmosphere for all during the holiday season.

**POLICY EXPLANATION:**

Staff recommends the approval of utilizing Texas Interlocal Purchasing System (TIPS) for contract #800806 with Zenith Construction Services Inc. dba Christmas by Zenith to continue to utilize the company for decorating the city and storing necessary decorations. This three-year agreement will allow for a FY 2024 expenditure in the amount of \$28,370.00, with a contingency for an expected program expansion during the FY 2025 and FY 2026. The total expenditure over the three-year period will be \$100,000.00.

FY24: \$28,370.00

FY25: \$35,815.00

FY26: \$35,815.00

**FUNDING SOURCE:**

**ORG and Object Number**

01044200-700450 (Special Events - Contractual Services); 01044600-700450 (Parks Grounds Maintenance - Contractual Services)

| <u>Available Budget</u>       | <u>Purchase Amount</u>       | <u>After Encumber</u>        |
|-------------------------------|------------------------------|------------------------------|
| 01044200-700450 \$111,954.75; | 01044200-700450 \$20,000.00; | 01044200-700450 \$91,954.75; |
| 01044600-700450 \$31,859.00   | 01044600-700450 \$8,370.00   | 01044600-700450 \$23,489.00  |

**ACTION ALTERNATIVES:**

1. Approve funding in the amount of \$28,370.00 for the Christmas tree install and holiday lighting service with Zenith Construction Services Inc. dba Christmas by Zenith.
2. Do not provide funding for the Christmas tree install and holiday lighting service with Zenith Construction Services Inc. dba Christmas by Zenith.
3. Other actions as directed by Council.

**ATTACHMENTS:**

[Attachment 1 - Christmas by Zenith](#)

[Resolution No. - 2023-174 - Christmas Tree Install Services - Pdf](#)



TIPS #: 200806

|       |                                                                |          |                              |
|-------|----------------------------------------------------------------|----------|------------------------------|
| Date: | September 19, 2023                                             | Quote #  | C0923023A                    |
| To:   | City of Duncanville<br>PO Box 380280<br>Duncanville, TX. 75138 | Subject: | Holiday Decorations          |
|       |                                                                | Project: | Memorial Sq/ Town Hall Trees |
|       |                                                                | Contact: | Danny Johnson 214-289-7905   |

### QUOTATION - 1 Year Lease Price

Written acceptance of this quotation is to be received by us within a period of 30 days from the above date.  
For labor, material, supervision & equipment necessary to furnish & install the following we quote the sum of:

#### Memorial Square:

- |                                                                                                                                                                                       |            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 1.) Lease, install and store (1) 30' pre-lit Christmas Tower Tree with LED Warm White and Red Mini lights. Lease is for one season. Decorations will be Multi Colored ornaments 6"-8" | \$8,218.00 |
| 2.) Install Warm White LED lights to two trees. Approximately 8,000 lights. Using the previously owned lights                                                                         | \$2,235.00 |

#### Corner of Wheatland and Main St.

- |                                                                                                                                                                                                                         |            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 3.) Install Warm White LED mini lights to (1) large Pecan and (1) large Oak tree at Wheatland and Main approximately 20,000 lights total.<br>* Lighting trunk, branch and main artery wrapped to the tree tops.         | \$7,895.00 |
| 4.) Technicians will work from 60' boom lift to install and takedown lights in upper level of trees. Using plywood under tires to prevent damage to grass and irrigation.<br>(Price includes installation and takedown) | \$3,550.00 |
| 5.) Takedown of all lights, tree and decorations.                                                                                                                                                                       | \$6,472.00 |

|             |             |
|-------------|-------------|
| TOTAL PRICE | \$28,370.00 |
|-------------|-------------|

Electrical outlets must be available at each tree, owner will be notified if additions are needed.

TERMS: 50% Due by November 15,2023. 50% due at takedown completion - January 2024.

#### ACCEPTED:

Firm: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Respectfully Submitted:

*Kelli Roper*

\_\_\_\_\_  
Kelli Roper

**RESOLUTION NO. 2023-174**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A THREE-YEAR AGREEMENT WITH ZENITH CONSTRUCTION SERVICES INC. DBA CHRISTMAS BY ZENITH, FOR CHRISTMAS TREE INSTALL SERVICES AND HOLIDAY LIGHTING SERVICES WITH AN ANTICIPATED FISCAL YEAR 2024 EXPENDITURE OF \$28,370.00 AND PROVIDING FOR A TOTAL EXPENDITURE AMOUNT OF \$100,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Duncanville, Texas, entered into Contract #17-83 with Zenith Construction Services Inc. dba Christmas by Zenith, in 2017, for Christmas tree install and holiday lighting service; and

**WHEREAS**, the City of Duncanville has enjoyed a longstanding and successful partnership with Zenith Construction Services Inc. dba Christmas by Zenith as the designated provider for the installation of Christmas lights and tree wrapping at Memorial Park and Armstrong Park; and

**WHEREAS**, one of the aspects of this partnership is Christmas by Zenith's role in storing and maintaining the iconic 30-foot-tall Christmas tree used in the annual celebrations. The company carefully preserves the tree throughout the year, ensuring its beauty and structural integrity are retained; and

**WHEREAS**, the City of Duncanville, Texas, desires to continue using Zenith Construction Services Inc. dba Christmas by Zenith for Christmas tree install and holiday lighting services; and

**WHEREAS**, the City Council of the City of Duncanville, Texas, desires to authorize a three-year agreement with Zenith Construction Services Inc. dba Christmas by Zenith, for Christmas Tree Install Services and Holiday Lighting Services with an anticipated fiscal year 2024 expenditure of \$28,370.00 and providing for a total expenditure amount of \$100,000.00.

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

**SECTION 1.** the City Council of the City of Duncanville, Texas, hereby authorizes a three-year agreement with Zenith Construction Services Inc. dba Christmas by Zenith, for Christmas Tree Install Services and Holiday Lighting Services with an anticipated fiscal year 2024 expenditure of \$28,370.00 and providing for a total

expenditure amount of \$100,000.00; and authorizes the City Manager to execute the necessary documents related to said expenditure.

**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 21st day of November, 2023.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Chiquita Taylor, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney



# STAFF REPORT

**MEETING: City Council - 21 Nov 2023**

**TITLE:**

Consider a Resolution authorizing the expenditure for tree maintenance services with The Paysage Group dba Smith Lawn and Tree Service as a primary contractor and Shawnee Mission and Tree Service dba Arbor Masters as a secondary contractor, in the unit amounts bid through the City of Grapevine RFB #515-2022 with an estimated expenditure in the amount of \$75,000.00.

**Vision Statement:**

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

**Pillar:**

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

**Tyler Agee, Assistant Director of Parks and Recreation**  
**Bart Stevenson, Director of Parks and Recreation**  
**Elton Brock, Chief Procurement Officer**

**BACKGROUND/HISTORY:**

In the Fall of 2013, the City of Duncanville began a new and improved approach to the maintenance of its vast tree infrastructure by providing professional tree maintenance services by proper pruning, removal, and other care. Tree care and pruning is critical in managing both diseased and/or storm-damaged branches and to thin the branches to allow new growth and better air circulation as well as decrease the risk of structural failure that could result in injuries to the users of City of Duncanville properties. Large trees require climbing, heavy saws and aerial bucket trucks in order to provide the best and most adequate care in this area. The City of Duncanville does not have the equipment, truck, nor trained staff for tree maintenance services. These specialized services are primarily utilized by the Parks and Recreation Department's Parks Grounds Maintenance Division in providing adequate tree service for its responsible park sites and city owned property. The Public Works Street Maintenance Division also utilizes this service for removing trees from the City's streets, street rights of way, and drainage easements.

**POLICY EXPLANATION:**

The tree maintenance services are available from The Paysage Group dba Smith Lawn and Tree and Shawnee Mission and Tree Service dba Arbor Masters through an Interlocal Cooperative Contract #515-2022 awarded by the City of Grapevine on September 7, 2023, for a one-year term with unit prices per task. This authorization period is through September 6, 2024, for an estimated expenditure amount of \$75,000.00.

**FUNDING SOURCE:**

**ORG and Object Number**

01044600-700661 (Parks Grounds Maintenance - Grounds Maintenance); 01066200-700450 (Streets Maintenance - Contractual Services)

| <u>Available Budget</u>       | <u>Purchase Amount</u>        | <u>After Encumber</u>        |
|-------------------------------|-------------------------------|------------------------------|
| 01044600-700661: \$103,431.00 | 01044600-700661: \$50,000.00; | 01044600-700661: \$53,431.00 |
| 01066200-700450:              | 01066200-700450: \$25,000.00  | 01066200-700450:             |
| \$1,710,470.00                |                               | \$1,685,470.00               |

**ACTION ALTERNATIVES:**

1. Approve funding in the amount of \$75,000.00 for tree maintenance services with The Paysage Group dba Smith Lawn and Tree and Shawnee Mission and Tree Services dba Arbor Masters.
2. Do not provide funding for tree maintenance services.
3. Other actions as directed by Council.

**ATTACHMENTS:**

[Attachment 1 - Tree Maintenance Services](#)

[Resolution No. - 2023-173 - Tree Maintenance Services - Pdf](#)

## Attachment 1

**Annual Contract Sale of Services**  
**Primary Contractor**

This agreement is made between the City of Grapevine, Texas, 200 S. Main St., Grapevine, Tarrant County, Texas, in this agreement referred to as Buyer, and The Paysage Group dba Smith Lawn and Tree located at 3200 Handley Ederville Rd., Richland Hills, Tarrant County, Texas in this agreement referred to as seller.

**SECTION ONE: DESCRIPTION OF SERVICES TO BE RENDERED:**

The services to be rendered under this agreement are described as an Annual Contract for Tree Maintenance Services as Primary Contractor under the specifications listed in RFB 515-2022 as issued and awarded by the City of Grapevine, Texas on September 6, 2022 and blanket purchase order number PO-24288. All services shall be in accordance with the specifications and Terms and Conditions of the RFB and purchase order.

**SECTION TWO: TERM OF CONTRACT**

The contract term shall begin on September 7, 2022 and end on September 6, 2023. This contract contains nine optional one-year renewals.

**SECTION THREE: OPTION TO RENEW**

Any renewal options shall be in accordance with City Council approval on the date specified in Section Two of this agreement. If approved, the agreement shall renew by written notification of the seller to the Buyer that the seller will renew the contract until all renewal options have expired. The Seller shall have the right to decline in writing any request by the Buyer to renew the contract. The Buyer shall have the right to decline any offer made by the seller to renew the contract.

**SECTION FOUR: OPTION TO TERMINATE AGREEMENT**

The Buyer and Seller will have the right and option to terminate the agreement for any reason upon thirty days written notice. Should the Seller, for any reason, not be able to perform the services described in this contract the Buyer shall have the right to cancel the agreement immediately and purchase the services from the best available source.

**SECTION FIVE: BLANKET ORDER FOR THE SALE OF SERVICES**

Buyer shall order the services awarded per the blanket Purchase Order on a non-exclusive, "as needed", basis. Orders placed by the Buyer will be done so utilizing contract releases. New blanket Purchase Orders will be issued for each optional renewal period.

**SECTION SIX: ANNUAL PRICING AGREEMENT**

All pricing is per the bid award or as agreed upon in writing between the Buyer and the seller and shall remain firm during each contract or renewal period. Price adjustments may only be considered at the end of each renewal period. Any price adjustment must be requested by the Seller in writing and approved in writing by the Buyer.

**SECTION SEVEN: SELLERS OBLIGATIONS**

The seller shall fully and timely provide all services ordered or as scheduled and as described in the attached purchase order and in the sellers offer in strict accordance with the terms,

## Attachment 1

covenants, and conditions of this agreement. Services shall be delivered in accordance with all applicable Federal, State, and local laws, rules, and regulations.

**SECTION EIGHT: SELLER TO DETAIL SERVICES**

The seller shall deliver services in accordance with good commercial practice and shall include a detailed description of the services rendered with each invoice submitted.

**SECTION NINE: DELIVERY TERMS AND TRANSPORTATION CHARGES**

Should deliverables NOT be required under this agreement then this section does not apply. Should deliverables be required with the services rendered, the deliverables shall be shipped F.O.B. point of delivery. The Seller's price shall be deemed to include all delivery and transportation charges. The Buyer shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be as specified by the requesting department.

**SECTION TEN: RIGHT OF INSPECTION AND REJECTION**

Should deliverables be required with the services rendered, the Buyer expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables.

**SECTION ELEVEN: INVOICES**

The Seller shall submit invoices on each purchase order release after each service rendered. Invoices shall indicate the purchase order number and the contract agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. Unless otherwise instructed in writing, the Buyer may rely on the remittance address specified on the Seller's invoice. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The Buyer will furnish a tax exemption certificate upon request.

**SECTION TWELVE: PAYMENT ON RECEIPT**

Buyer shall make payment for the services rendered at the time when, and at the place where, the services are received by Buyer. All proper invoices received by the Buyer will be paid within 30 days of the Buyer's receipt of the services rendered or of the invoice, whichever is later. The Buyer may withhold or set off the entire payment or part of any payment otherwise due the Seller to such extent as may be necessary on account of: i. services rendered that are considered defective or non-conforming by the Seller; ii. third party claims, which are not covered by the insurance which the Seller is required to provide, are filed or reasonable evidence indicating probable filing of such claims; iii. failure of the Seller to pay Sub Contractors, or for labor, materials or equipment; iv. damage to the property of the Buyer or the Buyer's agents, employees or Sellers, which is not covered by insurance required to be provided by the Seller; v. reasonable evidence that the Seller's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; vi. failure of the Seller to submit proper invoices with all required attachments and supporting documentation; or vii. failure of the Seller to comply with any material provision of the Contract Documents.



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**SECTION THIRTEEN: RISK OF LOSS**

The risk of loss from any casualty to the services, regardless of the cause, shall be the responsibility of the seller until the services have been accepted by the Buyer.

**SECTION FOURTEEN: WARRANTY OF NO ENCUMBRANCES**

Seller warrants that the services are now free, and that at the time of delivery shall be free from any security interest or other lien or encumbrance.

**SECTION FIFTEEN: WARRANTY OF PRICE**

The Seller warrants the prices quoted to the Buyer are no higher than the Seller's current prices on orders by others for like services under similar terms of purchase. The Seller certifies that all prices have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor. In addition to any other remedy available, the Buyer may deduct from any amounts owed to the Buyer, or otherwise recover, any amounts paid for items in excess of the Seller's current prices on orders by others for like services under similar terms of purchase.

**SECTION SIXTEEN: DEFAULT**

The Seller shall be in default under the Contract if the Seller (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the contract, or (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States.

**SECTION SEVENTEEN: FRAUD**

Fraudulent statements by the Seller during the contract term shall be grounds for the termination of the Contract for cause by the Buyer and may result in legal action.

**SECTION EIGHTEEN: INDEMNIFICATION**

The Seller shall defend indemnify, and hold the City of Grapevine, its successors, assigns, officers, employees and elected officials harmless from and against all indemnified claims arising out of, incident to, concerning or resulting from the fault of the Seller, or the Seller's agents, employees or sub-Contractors, in the performance of the Seller's obligations under the contract. Nothing herein shall be deemed to limit the rights of the City of Grapevine or the seller (including, but not limited to, the right to seek contribution) against any third party who may be liable for an indemnified claim.

**SECTION NINETEEN: WAIVER OF SUBROGATION**

The Seller and his sub-Contractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the City of Grapevine, its commissioners, partners, officials, directors, officers, agents, and employees and against all other Sellers and sub-Contractors.

**SECTION TWENTY: NOTICES**

Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered

## Attachment 1

three business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the Seller shall be sent to the address specified in the Seller's Offer, or at such other address as a party may notify the other in writing. Notices to the Buyer shall be addressed to the City of Grapevine at 501 Shady Brook, Room 108, Grapevine, Texas 76051 and marked to the attention of the Purchasing Division.

**SECTION TWENTY-ONE: JURISDICTION AND VENUE**

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Tarrant County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the Buyer to seek and secure injunctive relief from any competent authority as contemplated herein.

**SECTION TWENTY-TWO: INVALIDITY**

The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

**SECTION TWENTY-THREE: CLAIMS**

If any claim, demand, suit, or other action is asserted against the Seller which arises under or concerns the Contract, or which could have a material adverse effect on the Seller's ability to perform under the Seller shall give written notice thereof to the City within ten days after receipt of notice by the Seller. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Grapevine City Attorney.

**SECTION TWENTY-FOUR: DOCUMENTS INCLUDED WITH THIS CONTRACT**

The following documents shall be made a part of and will be included with this contract:

- Blanket Purchase Order

Attachment 1

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and date first written above.

**SELLER:**

|                                               |                                                     |
|-----------------------------------------------|-----------------------------------------------------|
| <u>Glen Jennings</u><br>Signature             | <u>Smith Lawn and Tree</u><br>Company Name          |
| <u>Glen Jennings</u><br>Typed/Printed Name    | <u>3200 Handley Ederville Rd</u><br>Company Address |
| <u>Director of Tree Care</u><br>Company Title | <u>Richland Hills Tx 76118</u><br>City State Zip    |

THE STATE OF TEXAS §

COUNTY OF TARRANT §

**Seller Acknowledgment**

**BUYER:**

|                                              |                                                 |
|----------------------------------------------|-------------------------------------------------|
| <u>[Signature]</u><br>Signature              | <u>City of Grapevine</u><br>Company Name        |
| <u>Bruno Rumbelow</u><br>Typed/Printed Name  | <u>200 S. Main St.</u><br>Company Address       |
| <u>Asst</u><br>City Manager<br>Company Title | <u>Grapevine, Texas 76051</u><br>City State Zip |

THE STATE OF TEXAS §

COUNTY OF TARRANT §

**Buyer Acknowledgement**

## Attachment 1

**Annual Contract Sale of Services**  
**Secondary Contractor**

This agreement is made between the City of Grapevine, Texas, 200 S. Main St., Grapevine, Tarrant County, Texas, in this agreement referred to as Buyer, and Arbor Masters Tree Service located at 5317 Superior Parkway, Suite 217, Fort Worth, Tarrant County, Texas in this agreement referred to as seller.

**SECTION ONE: DESCRIPTION OF SERVICES TO BE RENDERED:**

The services to be rendered under this agreement are described as an Annual Contract for Tree Maintenance Services as Secondary Contractor under the specifications listed in RFB 515-2022 as issued and awarded by the City of Grapevine, Texas on September 6, 2022 and blanket purchase order number PO-24287. All services shall be in accordance with the specifications and Terms and Conditions of the RFB and purchase order.

**SECTION TWO: TERM OF CONTRACT**

The contract term shall begin on September 7, 2022 and end on September 6, 2023. This contract contains nine optional one-year renewals.

**SECTION THREE: OPTION TO RENEW**

Any renewal options shall be in accordance with City Council approval on the date specified in Section Two of this agreement. If approved, the agreement shall renew by written notification of the seller to the Buyer that the seller will renew the contract until all renewal options have expired. The Seller shall have the right to decline in writing any request by the Buyer to renew the contract. The Buyer shall have the right to decline any offer made by the seller to renew the contract.

**SECTION FOUR: OPTION TO TERMINATE AGREEMENT**

The Buyer and Seller will have the right and option to terminate the agreement for any reason upon thirty days written notice. Should the Seller, for any reason, not be able to perform the services described in this contract the Buyer shall have the right to cancel the agreement immediately and purchase the services from the best available source.

**SECTION FIVE: BLANKET ORDER FOR THE SALE OF SERVICES**

Buyer shall order the services awarded per the blanket Purchase Order on a non-exclusive, "as needed", basis. Orders placed by the Buyer will be done so utilizing contract releases. New blanket Purchase Orders will be issued for each optional renewal period.

**SECTION SIX: ANNUAL PRICING AGREEMENT**

All pricing is per the bid award or as agreed upon in writing between the Buyer and the seller and shall remain firm during each contract or renewal period. Price adjustments may only be considered at the end of each renewal period. Any price adjustment must be requested by the Seller in writing and approved in writing by the Buyer.

**SECTION SEVEN: SELLERS OBLIGATIONS**

The seller shall fully and timely provide all services ordered or as scheduled and as described in the attached purchase order and in the sellers offer in strict accordance with the terms,

## Attachment 1

covenants, and conditions of this agreement. Services shall be delivered in accordance with all applicable Federal, State, and local laws, rules, and regulations.

**SECTION EIGHT: SELLER TO DETAIL SERVICES**

The seller shall deliver services in accordance with good commercial practice and shall include a detailed description of the services rendered with each invoice submitted.

**SECTION NINE: DELIVERY TERMS AND TRANSPORTATION CHARGES**

Should deliverables NOT be required under this agreement then this section does not apply. Should deliverables be required with the services rendered, the deliverables shall be shipped F.O.B. point of delivery. The Seller's price shall be deemed to include all delivery and transportation charges. The Buyer shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be as specified by the requesting department.

**SECTION TEN: RIGHT OF INSPECTION AND REJECTION**

Should deliverables be required with the services rendered, the Buyer expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables.

**SECTION ELEVEN: INVOICES**

The Seller shall submit invoices on each purchase order release after each service rendered. Invoices shall indicate the purchase order number and the contract agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. Unless otherwise instructed in writing, the Buyer may rely on the remittance address specified on the Seller's invoice. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The Buyer will furnish a tax exemption certificate upon request.

**SECTION TWELVE: PAYMENT ON RECEIPT**

Buyer shall make payment for the services rendered at the time when, and at the place where, the services are received by Buyer. All proper invoices received by the Buyer will be paid within 30 days of the Buyer's receipt of the services rendered or of the invoice, whichever is later. The Buyer may withhold or set off the entire payment or part of any payment otherwise due the Seller to such extent as may be necessary on account of: i. services rendered that are considered defective or non-conforming by the Seller; ii. third party claims, which are not covered by the insurance which the Seller is required to provide, are filed or reasonable evidence indicating probable filing of such claims; iii. failure of the Seller to pay Sub Contractors, or for labor, materials or equipment; iv. damage to the property of the Buyer or the Buyer's agents, employees or Sellers, which is not covered by insurance required to be provided by the Seller; v. reasonable evidence that the Seller's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; vi. failure of the Seller to submit proper invoices with all required attachments and supporting documentation; or vii. failure of the Seller to comply with any material provision of the Contract Documents.

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**SECTION THIRTEEN: RISK OF LOSS**

The risk of loss from any casualty to the services, regardless of the cause, shall be the responsibility of the seller until the services have been accepted by the Buyer.

**SECTION FOURTEEN: WARRANTY OF NO ENCUMBRANCES**

Seller warrants that the services are now free, and that at the time of delivery shall be free from any security interest or other lien or encumbrance.

**SECTION FIFTEEN: WARRANTY OF PRICE**

The Seller warrants the prices quoted to the Buyer are no higher than the Seller's current prices on orders by others for like services under similar terms of purchase. The Seller certifies that all prices have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor. In addition to any other remedy available, the Buyer may deduct from any amounts owed to the Buyer, or otherwise recover, any amounts paid for items in excess of the Seller's current prices on orders by others for like services under similar terms of purchase.

**SECTION SIXTEEN: DEFAULT**

The Seller shall be in default under the Contract if the Seller (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the contract, or (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States.

**SECTION SEVENTEEN: FRAUD**

Fraudulent statements by the Seller during the contract term shall be grounds for the termination of the Contract for cause by the Buyer and may result in legal action.

**SECTION EIGHTEEN: INDEMNIFICATION**

The Seller shall defend indemnify, and hold the City of Grapevine, its successors, assigns, officers, employees and elected officials harmless from and against all indemnified claims arising out of, incident to, concerning or resulting from the fault of the Seller, or the Seller's agents, employees or sub-Contractors, in the performance of the Seller's obligations under the contract. Nothing herein shall be deemed to limit the rights of the City of Grapevine or the seller (including, but not limited to, the right to seek contribution) against any third party who may be liable for an indemnified claim.

**SECTION NINETEEN: WAIVER OF SUBROGATION**

The Seller and his sub-Contractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the City of Grapevine, its commissioners, partners, officials, directors, officers, agents, and employees and against all other Sellers and sub-Contractors.

**SECTION TWENTY: NOTICES**

Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered

## Attachment 1

three business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the Seller shall be sent to the address specified in the Seller's Offer, or at such other address as a party may notify the other in writing. Notices to the Buyer shall be addressed to the City of Grapevine at 501 Shady Brook, Room 108, Grapevine, Texas 76051 and marked to the attention of the Purchasing Division.

#### **SECTION TWENTY-ONE: JURISDICTION AND VENUE**

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Tarrant County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the Buyer to seek and secure injunctive relief from any competent authority as contemplated herein.

#### **SECTION TWENTY-TWO: INVALIDITY**

The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

#### **SECTION TWENTY-THREE: CLAIMS**

If any claim, demand, suit, or other action is asserted against the Seller which arises under or concerns the Contract, or which could have a material adverse effect on the Seller's ability to perform under the Seller shall give written notice thereof to the City within ten days after receipt of notice by the Seller. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof, and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Grapevine City Attorney.

#### **SECTION TWENTY-FOUR: DOCUMENTS INCLUDED WITH THIS CONTRACT**

The following documents shall be made a part of and will be included with this contract:

- Blanket Purchase Order

Attachment 1

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and date first written above.

**SELLER**

  
Signature

  
Company Name

STEPHEN CONDIT  
Typed/Printed Name

6250 Cole Pkwy  
Company Address

Vice President  
Company Title

SWANEE KS 66227  
City State Zip

THE STATE OF TEXAS §

COUNTY OF TARRANT §

**Seller Acknowledgment**

**BUYER**

  
Signature

City of Grapevine  
Company Name

JENNIFER HUBBS  
Typed/Printed Name

200 S. Main St.  
Company Address

City Manager  
Company Title

Grapevine, Texas 76051  
City State Zip

THE STATE OF TEXAS §

COUNTY OF TARRANT §

**Buyer Acknowledgement**



# Attachment 1

|                          |                                                 |                     |                            |
|--------------------------|-------------------------------------------------|---------------------|----------------------------|
| <b>Event Number</b>      | RFB 515-2022 Addendum 1                         | <b>Organization</b> | Grapevine TX Purchasing    |
| <b>Event Title</b>       | Tree Service Maintenance                        | <b>Workgroup</b>    | Grapevine TX Purchasing    |
| <b>Event Description</b> | The City of Grapevine is soliciting sealed bids | <b>Event Owner</b>  | Lance Wright               |
| <b>Event Type</b>        | Request for Bid                                 | <b>Email</b>        | lwright@grapevinetexas.gov |
| <b>Issue Date</b>        | 7/7/2022 08:46:28 AM (CT)                       | <b>Phone</b>        | (817) 4103336              |
| <b>Close Date</b>        | 7/29/2022 02:00:00 PM (CT)                      | <b>Fax</b>          | (817) 4103066              |

| Responding Supplier              | City           | State | Response Submitted         | Lines Responded | Response Total |
|----------------------------------|----------------|-------|----------------------------|-----------------|----------------|
| Smith Lawn and Tree dba The P    | Richland Hills | TX    | 7/28/2022 11:43:44 AM (CT) | 13              | \$1,514.01     |
| Arbor Masters Tree Service       | Ft. Worth      | TX    | 7/29/2022 09:31:14 AM (CT) | 15              | \$1,837.75     |
| Looks Great Services of MS, Inc. | Columbia       | MS    | 7/29/2022 11:09:56 AM (CT) | 15              | \$2,401.50     |
| SaveATree, LLC                   | Dallas         | TX    | 7/28/2022 01:35:22 PM (CT) | 15              | \$2,855.00     |
| Southern Botanical               | Dallas         | TX    | 7/29/2022 01:27:48 PM (CT) | 14              | \$4,908.50     |

**Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.**

## Attachment 1

| Line # | Description                                    | Mfgr | Mfgno | QTY | UOM         | Estimated | Lawn and Tree dba The Paysage |            | Arbor Maste     |
|--------|------------------------------------------------|------|-------|-----|-------------|-----------|-------------------------------|------------|-----------------|
|        |                                                |      |       |     |             |           | Total Price                   | \$1,514.01 | Total Price     |
|        |                                                |      |       |     |             |           | Unit                          | Extended   | Unit            |
| 1      | 2 Man Crew (1) Cutter (1) Ground Man           |      |       | 1   | Hour        |           | <u>\$95.00</u>                | \$95.00    | \$115.00        |
| 2      | 3 Man Crew (1) Cutter (2) Ground Man           |      |       | 1   | Hour        |           | <u>\$160.00</u>               | \$160.00   | \$185.00        |
| 3      | 3 man crew (2) Tree Climber (1) ground man     |      |       | 1   | Hour        |           | \$200.00                      | \$200.00   | <u>\$195.00</u> |
| 4      | 2 Man Crew (1) Cutter (1) Ground Man           |      |       | 1   | Hour        |           | <u>\$95.00</u>                | \$95.00    | \$125.00        |
| 5      | 3 Man Crew (1) Cutter (2) Ground Man           |      |       | 1   | Hour        |           | \$180.00                      | \$180.00   | \$195.00        |
| 6      | 3 man crew (2) Tree Climber (1) ground man     |      |       | 1   | Hour        |           | \$210.00                      | \$210.00   | \$205.00        |
| 7      | Stump Grinding                                 |      |       | 1   | Inch        |           | \$7.00                        | \$7.00     | <u>\$6.00</u>   |
| 8      | Wood Chip Disposal Fee                         |      |       | 1   | Cubic Yard/ |           | <u>\$0.01</u>                 | \$0.01     | \$7.00          |
| 9      | Fertilization                                  |      |       | 1   | DBH         |           | \$7.00                        | \$7.00     | <u>\$4.75</u>   |
| 10     | Air spade                                      |      |       | 1   | Hour        |           | <u>\$75.00</u>                | \$75.00    | \$125.00        |
| 11     | Cabling                                        |      |       | 1   | Hour        |           | \$150.00                      | \$150.00   | <u>\$95.00</u>  |
| 12     | Claw Truck (2 Man Crew) under 50 Cubic Yards   |      |       | 1   | Hour        |           | No Bid                        |            | <u>\$195.00</u> |
| 13     | Claw Truck (2 Man Crew) 50 Cubic Yards or More |      |       | 1   | Hour        |           | <u>\$185.00</u>               | \$185.00   | \$195.00        |
| 14     | Facon Mower Under 100 HP                       |      |       | 1   | Hour        |           | No Bid                        |            | <u>\$95.00</u>  |
| 15     | Facon Mower 100 HP or More                     |      |       | 1   | Hour        |           | \$150.00                      | \$150.00   | <u>\$95.00</u>  |

Attachment 1

| Line # | ers Tree Service | Looks Great Services of MS, Inc. |            | SaveATree, LLC |            | Southern Botanical |            |
|--------|------------------|----------------------------------|------------|----------------|------------|--------------------|------------|
|        | \$1,837.75       | Total Price                      | \$2,401.50 | Total Price    | \$2,855.00 | Total Price        | \$4,908.50 |
|        | Extended         | Unit                             | Extended   | Unit           | Extended   | Unit               | Extended   |
| 1      | \$115.00         | \$160.00                         | \$160.00   | \$170.00       | \$170.00   | \$148.00           | \$148.00   |
| 2      | \$185.00         | \$195.00                         | \$195.00   | \$255.00       | \$255.00   | \$217.00           | \$217.00   |
| 3      | \$195.00         | <b>\$195.00</b>                  | \$195.00   | \$255.00       | \$255.00   | \$217.00           | \$217.00   |
| 4      | \$125.00         | \$160.00                         | \$160.00   | \$170.00       | \$170.00   | \$148.00           | \$148.00   |
| 5      | \$195.00         | \$215.00                         | \$215.00   | \$255.00       | \$255.00   | <b>\$148.00</b>    | \$148.00   |
| 6      | \$205.00         | \$215.00                         | \$215.00   | \$255.00       | \$255.00   | <b>\$148.00</b>    | \$148.00   |
| 7      | \$6.00           | \$7.50                           | \$7.50     | \$15.00        | \$15.00    | \$7.50             | \$7.50     |
| 8      | \$7.00           | \$12.00                          | \$12.00    | \$115.00       | \$115.00   | No Bid             |            |
| 9      | \$4.75           | \$12.00                          | \$12.00    | \$10.00        | \$10.00    | \$10.00            | \$10.00    |
| 10     | \$125.00         | \$175.00                         | \$175.00   | \$150.00       | \$150.00   | \$90.00            | \$90.00    |
| 11     | \$95.00          | \$195.00                         | \$195.00   | \$345.00       | \$345.00   | \$225.00           | \$225.00   |
| 12     | \$195.00         | \$210.00                         | \$210.00   | \$235.00       | \$235.00   | \$750.00           | \$750.00   |
| 13     | \$195.00         | \$245.00                         | \$245.00   | \$235.00       | \$235.00   | \$1,000.00         | \$1,000.00 |
| 14     | \$95.00          | \$195.00                         | \$195.00   | \$195.00       | \$195.00   | \$800.00           | \$800.00   |
| 15     | \$95.00          | \$210.00                         | \$210.00   | \$195.00       | \$195.00   | \$1,000.00         | \$1,000.00 |

**RESOLUTION NO. 2023-173**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN EXPENDITURE FOR TREE MAINTENANCE SERVICES WITH THE PAYSAGE GROUP DBA SMITH LAWN AND TREE SERVICE AS A PRIMARY CONTRACTOR AND SHAWNEE MISSION AND TREE SERVICE DBA ARBOR MASTER AS A SECONDARY CONTRACTOR, IN THE UNIT AMOUNTS BID THROUGH THE CITY OF GRAPEVINE RFB #515-2022 WITH AN ESTIMATED EXPENDITURE AMOUNT OF \$75,000.00; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURE; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary to provide effective, efficient, and safe care of the City's tree inventory; and

**WHEREAS**, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with the City of Grapevine for products and services; and

**WHEREAS**, the City of Grapevine has taken competitive sealed bids for tree maintenance services; and

**WHEREAS**, the lowest responsible bid was awarded to The Paysage Group dba Smith Lawn and Tree as a primary contractor and Shawnee Mission and Tree Service dba Arbor Masters as a secondary contractor.

**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 the expenditure for tree maintenance services with The Paysage Group dba Smith Lawn and Tree as a primary contractor and Shawnee Mission and Tree Service dba Arbor Masters as a secondary contractor, in the amount bid through the City of Grapevine RFB #515-2022 with an estimated expenditure of \$75,000.00, and authorizes the City Manager to execute the necessary documents related to said expenditure.

**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 21st day of November, 2023.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Chiquita Taylor, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney



# STAFF REPORT

**MEETING:** City Council - 21 Nov 2023

**TITLE:**

Consider a resolution of the City Council of Duncanville, Texas, approving the Terms and Conditions of an Interlocal Cooperative Contract Between The University of Texas at Austin, ITS, Office of Telecommunications Services and The City of Duncanville for the purchase of goods and services.

**Vision Statement:**

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

**Pillar:**

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

**STAFF RESPONSIBLE:**

**Gwendolyn Spencer, Chief Information Officer**

**BACKGROUND/HISTORY:**

The City of Duncanville has procured internet services from The University of Texas at Austin, Office of Telecommunications Services (UT-OTS) since September 2018. UT-OTS provides the city with access to national networks, including the commodity Internet and/or the Internet2 networks (the “services”), and a port charge which is necessary to connect to the network in accordance with the UT-OTS Service Level Policy. Such access is accomplished via the city’s connection to the UT-OTS backbone. The UT-OTS backbone interconnects all UT-OTS subscriber institutions, including the city’s, and acts as a conduit to the national networks. For all ports:

- Unlimited usage up to port capacity
- Commodity Internet
- Internet2 Point-to-point (subject to an additional port charge)
- Caching and peering
- Cloud Exchange Connections Covered

- Private Network Interconnect (PNI) – receiving party pays the cross connect charges and additional port
- Customer Portal (where applicable)
- Engineering Design Support
- Waves billed on an individual Case Basis based on cost
- City pays separately for any local loop/access circuits (ex. AT&T ASE)

The internet services provided by UT-OTS facilitates the utilization of the city's services such as web-based applications (MUNIS), Voice Over Internet Protocol (Ring Central), and Video/Audio/Access services.

Participation in this program is cost effective and beneficial to the taxpayers through the savings realized from these reduced cost services

**POLICY EXPLANATION:**

Interlocal agreements between political subdivisions of the State require City Council approval.

Sec. 791.011. CONTRACTING AUTHORITY; TERMS. (a) A local government may contract or agree with another local government or a federally recognized Indian tribe, as listed by the United States secretary of the interior under 25 U.S.C. Section 479a-1, whose reservation is located within the boundaries of this state to perform governmental functions and services in accordance with this chapter.

(d) An interlocal contract must:

- (1) be authorized by the governing body of each party to the contract unless a party to the contract is a municipally owned electric utility, in which event the governing body may establish procedures for entering into interlocal contracts that do not exceed \$100,000 without requiring the approval of the governing body;

**FUNDING SOURCE:**

**ORG and Object Number**

01011400-700451 (Information Technology - Maintenance Agreements)

| <u>Available Budget</u> | <u>Purchase Amount</u> | <u>After Encumber</u> |
|-------------------------|------------------------|-----------------------|
| \$516,406.97            | \$16,014.48            | \$500,392.49          |

**ACTION ALTERNATIVES:**

1. Approve the Interlocal Cooperative Contract in the amount of \$16,014.48 for Internet Services from The University of Texas at Austin - OTS.
2. Do not approve the Interlocal Cooperative Contract for Internet Services from The University of Texas at Austin - OTS.
3. Other actions as directed by Council.

**ATTACHMENTS:**

[UT Austin CITY OF DUNCANVILLE FY23-24 ICC](#)

[Resolution No. - 2023-113 - Interlocal Cooperative Contract with University of Texas at Austin - Pdf](#)



# INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract (Contract)** is entered into effective **September 1, 2023 (Effective Date)**, by and between Contracting Parties pursuant to authority granted in and in compliance with [Chapter 791, Government Code](#).

## CONTRACTING PARTIES:

**Receiving Party:** **City of Duncanville**, a municipality of the State of Texas.

**Performing Party:** **The University of Texas at Austin, ITS, Office of Telecommunication Services**, an institution of higher education and agency of the State of Texas.

**PURPOSE:** Subject to Receiving Agency's compliance with The University of Texas System Office of Telecommunication Services ("UT-OTS") Use Policy (Appendix A attached and incorporated by reference), Performing Agency shall provide Receiving Agency with access to national networks, including the commodity Internet and/or the Internet2 networks (the "services"), and a port charge which is necessary to connect to the network in accordance with the UT-OTS Service Level Policy (Appendix B attached and incorporated by reference). Such access is accomplished via Receiving Agency's connection to the UT-OTS backbone. The UT-OTS backbone interconnects all UT-OTS subscriber institutions, including Receiving Agency, and acts as a conduit to the national networks.

### For all ports:

Unlimited usage up to port capacity  
 Commodity Internet  
 Internet2  
 Point-to-point (subject to an additional port charge)  
 Caching and peering  
 Cloud Exchange Connections Covered  
 Private Network Interconnect (PNI) – receiving party pays the cross connect charges and additional port  
 Customer Portal (where applicable)  
 Engineering Design Support  
 Waves billed on an individual Case Basis based on cost  
 Receiving party pays separately for any local loop/access circuits (ex. AT&T ASE)

## STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the following services (**services**):

| DESCRIPTION OF SERVICE               |                                  | QTY | PER UNIT COST | MRC TOTAL         | # OF MONTHS | CONTRACT TOTAL     |
|--------------------------------------|----------------------------------|-----|---------------|-------------------|-------------|--------------------|
| <b>METRO ETHERNET TRANSPORT</b>      |                                  | 1   | \$875.00      | \$875.00          | 12          | \$10,500.00        |
| INFORMATION                          | CIRCUIT ID                       |     |               |                   |             |                    |
| SHARE OF OTS ASE HUB                 | 1001.MET.CODUNC                  |     |               |                   |             |                    |
| <b>AT&amp;T ASE PASSTHROUGH COST</b> |                                  | 1   | \$459.54      | \$459.54          | 12          | \$5,514.48         |
| INFORMATION                          | CIRCUIT ID                       |     |               |                   |             |                    |
| ASE (500M CIR)                       | 101.ASE.CODUNC.DUNC203EWHEATLAND |     |               |                   |             |                    |
| <b>TOTAL AMOUNTS</b>                 |                                  |     |               | <b>\$1,334.54</b> |             | <b>\$16,014.48</b> |

**WARRANTIES:**

Receiving Party warrants (1) the services are necessary and authorized for activities properly within its statutory functions and programs; (2) it has authority to contract for the services under authority granted in Section 65.31, *Texas Education Code*, and [Chapter 791, Texas Government Code](#); (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on Receiving Party's behalf is authorized by its governing body to do so.

Performing Party warrants (1) it has authority to perform the services under authority granted in Chapter 77, *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on Performing Party's behalf is authorized by its governing body to do so.

**CONTRACT AMOUNT:**

The total amount of this Contract will not exceed **\$16,014.48**.

**PAYMENT:**

Receiving Party will remit payments to Performing Party for services satisfactorily performed in accordance with [Chapter 2251, Government Code](#) (Texas Prompt Payment Act).

Payments made under this Contract (1) are based on cost recovery (2) will fairly compensate Performing Party for the services performed, and (3) will be made from current revenues available to Receiving Party.

[Section 51.012, Education Code](#), authorizes Receiving Party to make payments through electronic funds transfer methods. Performing Party agrees to accept payments from Receiving Party through those methods, including the automated clearing house system (ACH). Performing Party agrees to provide its banking information to Receiving Party in writing on Performing Party letterhead signed by an authorized representative of Performing Party. Prior to the first payment, Receiving Party will confirm Performing Party's banking information. Changes to Performing Party's bank information must be communicated to Receiving Party in writing at least thirty (30) days before the effective date of the change and must include an IRS Form W-9 signed by an authorized representative of Performing Party.

**TERM:**

The term of this Contract begins on the Effective Date and expires on **August 31, 2024**.

**NOTICES:**

Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications provided or permitted under this Contract, will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to Receiving Party: City of Duncanville, a municipality of the State of Texas  
203 E. Wheatland Rd.  
Duncanville, TX 75116-4818  
ATTN: Jesse Rodela  
(972) 780-5087

If to Performing Party: The University of Texas at Austin  
ITS, Office of Telecommunication Service  
P.O. Box 7580, Mail C3800  
Austin, TX 78713-7580  
ATTN: Scarlett Angell  
(512) 471-7004  
billing@ots.utsystem.edu

or other person or address as may be given in writing by either party to the other in accordance with this Section.

**TERMINATION:**

In the event of material failure by a Contracting Party to perform its duties and obligations in accordance this Contract, the other party may terminate this Contract upon sixty (60) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the sixty-day period.

Performing Party may terminate this Contract without cause upon sixty (60) days' advance written notice of termination to the Receiving Party.

**OTHER PROVISIONS:**

**Access by Individuals with Disabilities.** Performing Party represents and warrants (**EIR Accessibility Warranty**) the electronic and information resources and all associated information, documentation, and support Performing Party provides to Receiving Party under this Contract (**EIRs**) comply with applicable requirements set forth in [1 TAC Chapter 213](#) and [1 TAC Section 206.70](#) (ref. [Subchapter M, Chapter 2054, Texas Government Code](#)). To the extent Performing Party becomes aware the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Performing Party represents and warrants it will, at no cost to Receiving Party, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. If Performing Party is unable to do so, Receiving Party may terminate this Contract and, within thirty (30) days after termination, Performing Party will refund to Receiving Party all amounts Receiving Party paid under this Contract.

Performing Party will provide all assistance and cooperation necessary for the performance of accessibility testing conducted by Receiving Party or Receiving Party's third party testing resources as required by [1 TAC Section 213.38\(g\)](#).

**Payment of Debt or Delinquency to the State.** Pursuant to Sections [2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Performing Party under this Contract may be applied directly toward any debt or delinquency Performing Party owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.

**Venue; Governing Law.** Travis County Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement, all of its terms and conditions, all rights and obligations of the parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.

**Entire Agreement; Modifications.** This Contract supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and will constitute the entire agreement and understanding between the parties with respect to its subject matter. This Contract and each of its provisions will be binding on the parties, and may not be waived, modified, amended or altered, except by a writing signed by Receiving Party and Performing Party.

**Loss of Funding.** Performance by a Contracting Party of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (**Legislature**) and/or allocation of funds by that Contracting Party's governing board. If Legislature fails to appropriate or allot necessary funds, or a Contracting Party's governing board fails to allocate necessary funds, then Contracting Party that loses funding may terminate this Contract without further duty or obligation. Contracting Parties agree acknowledge that appropriation, allotment, and allocation of funds are beyond the Contracting Parties' control.

**State Auditor's Office.** Contracting Parties understand acceptance of funds under this Contract constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (**Auditor**), to conduct an audit or investigation in connection with those funds (ref. [Sections 51.9335\(c\)](#), [73.115\(c\)](#) and [74.008\(c\)](#), *Education Code*). Contracting Parties agree to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. Contracting Parties will include this provision in all contracts with permitted subcontractors.

**Assignment.** This Contract is not transferable or assignable except upon written approval by Contracting Parties.

**Severability.** If any one or more of the provisions of this Contract will for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provision, and this Contract will be construed as if the invalid, illegal, or unenforceable provisions had never been included.

**Public Records.** It will be the independent responsibility of Receiving Party and Performing Party to comply with [Chapter 552, Government Code \(Public Information Act\)](#), as it applies to the Contracting Parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the Public Information Act on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of Receiving Party.

**Executed effective on the Effective Date by the following duly authorized representatives of Contracting Parties:**

**RECEIVING PARTY:**

**City of Duncanville**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PERFORMING PARTY:**

**The University of Texas at Austin**

By: \_\_\_\_\_

Name: Linda Shaunessy

Title: Business Contracts Administrator

Date: \_\_\_\_\_

**Appendix A:  
UT-OTS Use Policy****Network Abuse**

The University of Texas System Office of Telecommunication Services ("UT-OTS") takes a direct and immediate interest in protecting the operational integrity of the network from any activity at a subscriber site which causes disruption of communications services on the UT-OTS network or elsewhere on the Internet. In order to protect the network from any such occurrence, UT-OTS subscriber organizations must be able to physically locate any given computer based on the IP address assigned to it and, upon request, remove that computer from the network or revoke the computer user's access to that and other computers, as appropriate. In any case where on-going disruption of communications services on the UT-OTS network or elsewhere on the Internet is traceable to a particular subscriber organization and such activity cannot be controlled by that subscriber, then the subscriber's connection may be shut down until the disruptive activity has ceased.

**Spam**

Transmission of unsolicited bulk email ("Spam") by a UT-OTS subscriber is strictly prohibited, including the maintenance by a subscriber of 'open relay' systems permitting such transmission by third parties. Additionally, a UT-OTS subscriber may not host a network service (web-based or other) that is advertised in unsolicited bulk email, even though such email originates in other networks. Repeated infractions of this Spam policy will be considered grounds for termination of service.

**Resale of UT-OTS Connectivity**

The resale of UT-OTS/Internet access by any subscriber is strictly prohibited.

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## Appendix B: UT-OTS Service Level Policy

### NETWORK AVAILABILITY

The Performing Agency will make every reasonable effort to provide continuous data communication service, excluding planned maintenance periods, based on the availability commitments below. Access circuits that connect to this infrastructure where the service is being provided by another carrier are the responsibility of the provider of that circuit, including any associated service levels. Unless specifically indicated, this service level policy applies only to services operated on the UT-OTS infrastructure directly and does not apply to services or circuits acquired, either directly or indirectly, through another provider. Furthermore, this service level policy can only be applied to services where the Receiving Agency utilized both physical and logical diversity to the UT-OTS edge.

#### Commodity Internet & Internet2:

Availability 99.95%

End-to-end latency less than 50 milliseconds.

Packet Loss less than 0.1%

#### Point-to-Point Within UT-OTS Network:

Availability 99.95%

End-to-end latency less than 25 milliseconds.

Packet Loss less than 0.1%

---

## DEFINITIONS

The terms defined in this section are either service level metrics or are relevant to service level metrics.

### A. Maintenance Periods

Unless otherwise specified, UT-OTS will make every effort to ensure that all services shall be available 24 Hours a day, 365 Days a year, apart from planned or emergency maintenance event.

Planned Maintenance is defined as non-critical work requiring or potentially causing service outages. These events shall be coordinated and occur during a time-frame agreeable to both parties. Typically, events of this nature are performed within a specified window of time between 8:00pm and before 8:00am on weekdays or weekends. Notification of a Planned Maintenance event will be sent no less than seven (7) days prior to the scheduled event start time.

Emergency (Unplanned) maintenance is defined as critical network maintenance that must occur with less than the applicable standard advance notification time required for a Planned Maintenance. Notification of an Emergency Maintenance events will be sent as soon as information is available.

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**RESOLUTION NO. 2023-113**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE ACQUISITION OF INTERNET SERVICES FROM THE UNIVERSITY OF TEXAS AT AUSTIN - OFFICE OF TELECOMMUNICATION SERVICES THROUGH AN INTERLOCAL COOPERATIVE CONTRACT IN THE EXPENDITURE AMOUNT OF \$16,014.48; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** it is necessary for the City to purchase Internet services; and

**WHEREAS,** the City of Duncanville has purchased Internet services from the University of Texas at Austin - Office of Telecommunications services since FY 2018

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

**SECTION 1.** The City Council of the City of Duncanville, Texas hereby authorizes and approves the acquisition of Internet Services from the University of Texas at Austin - Office of Telecommunication Services through an Interlocal Cooperative Contract to provide goods and services in the expenditure amount of \$16,014.48; and the Interim City Manager or his designee is hereby authorized to issue the appropriate purchase orders.

**SECTION 2.** Purchases authorized herein beyond the current fiscal year are subject to availability of funds and any non-appropriation by the City Council; Failure to budget for such expenses for FY2025 shall terminate this authorization.

**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 21st day of November, 2023.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Chiquita Taylor, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney





# STAFF REPORT

**MEETING:** City Council - 21 Nov 2023

**TITLE:**

Consider a Resolution approving the contract renewal of telephone and communication data systems and solutions through Ring Central partner Flair Data systems for Ring Central Services and equipment through The Interlocal Purchasing System (TIPS) contract in an expenditure amount of \$82,799.80.

**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:**

**Gwendolyn Spencer, Chief Information Officer**

**BACKGROUND/HISTORY:**

The City Council approved the acquisition of telephone and communication data systems and solutions through Ring Central partner Flair Data Systems for Ring Central Services and equipment through The Interlocal Purchasing Systems (TIPS) at the October 20, 2020 meeting. The approval of Resolution No. 2020-083 authorized the City to implement and maintain telephone services.

**POLICY EXPLANATION:**

State law provides that a local government purchasing goods and services under a cooperative purchasing agreement satisfies any state law requiring that the local government seek competitive bids for the purchase of goods and services. TIPS Contracts are competitively bid to increase and simplify the purchasing power of governmental entities across the State of Texas.

The funds for the renewal of telephone data systems and solutions will be taken from two separate funding sources. The funds will be sourced from the Information Technology - Telephone Budget (01011400-700440) and from the Information Technology - Maintenance Agreements Budget (01011400-700451).

**FUNDING SOURCE:**

**ORG and Object Number**

01011400-700440 (Information Technology - Telephone - \$65,000) ; 01011400-700451 (Information Technology - Maintenance Agreements - \$17,799.80)

**Available Budget**

\$457,089.12

**Purchase Amount**

\$82,799.80

**After Encumber**

\$374,289.32

**ACTION ALTERNATIVES:**

1. Approve the contract for the renewal of telephone and communications data systems with Ring Central in the amount of \$82,799.80.
2. Do not approve the contract for the renewal of telephone and communications data systems with Ring Central.
3. Other actions as directed by Council.

**ATTACHMENTS:**

[TIPS Agreement for Ring Central](#)


[UPDATED 210303 CONTRACT Telephone Communications RingCentral Inc 1 \(2\) vendorprofile](#)

[EDGAR Compliance Document 2020](#)

[Resolution No. - 2023-116 - Renewal of Telephone and Communications Data Systems and Solutions - Pdf](#)

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EMAIL PO & VENDOR QUOTE TO: [TIPSP0@TIPS-USA.COM](mailto:TIPSP0@TIPS-USA.COM)  
 PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER  
 ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

**Notice:**  
 Many Vendors utilize specific warranties, subscription agreements, license agreements, EULA's, etc. ("Supplemental Agreements") when you purchase specific goods or services from that Vendor. Since the Supplemental Agreements do not necessarily apply to every Member, every jurisdiction, or every purchase, TIPS does NOT now negotiate the terms of those agreements on Members' behalf. If you are required to sign such a supplementary agreement by the TIPS Vendor, TIPS strongly encourages Members not to proceed with a purchase until they have carefully reviewed and negotiated all applicable Supplemental Agreements. TIPS recommends you work with your entity's legal counsel to ensure compliance with the legal requirements of your entity and your jurisdiction.

[TIPS Purchase Order Procedure here](#)

OVERVIEW

DUE DILIGENCE

CONTACTS

PRINT PROFILE

### RingCentral Inc

CONTRACT: **210303** Telephone and Communications Data Systems and Solutions  
 End Date: May-31-2024  
 EDGAR COMPLIANCE : [View Doc.](#)

CONTRACT DOCUMENTS

- [Bid Request](#)
- [Bid Advertisement](#)
- [Bid Responders](#)

VENDOR DOCUMENTS

- [Vendor Contract](#)

Copyright 2005–2021 The Interlocal Purchasing System | [Lead agency Region 8 ESC](#) 

### **TIPS VENDOR AGREEMENT INSTRUCTIONS**

If you have not taken exception or deviation to the agreement language in the solicitation attributes, please insert your company name on the first page below. This PDF document is a fillable form. Download the document to your computer, fill in your company name at the top of Page 1, save the file, and upload to the AGREEMENT section of the "Response Attachments" tab. Next, download the AGREEMENT SIGNATURE FORM from the "Attachment" 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 to the AGREEMENT SIGNATURE FORM section of the "Response Attachments" tab.

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 to the AGREEMENT SIGNATURE FORM section of the "Response Attachments" tab, because this is a required document.

**End of instructions**

## TIPS VENDOR AGREEMENT

Between \_\_\_\_\_ **RingCentral, Inc.** \_\_\_\_\_ and  
(Company Name)

**THE INTERLOCAL PURCHASING SYSTEM (TIPS),**  
a Department of Texas Education Service Center Region 8 for  
**TIPS RFP 210303 Telephone and Communications Data Systems and Solutions**

### 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. Vendor's RingCentral Master Services Agreement (MSA) is attached to and incorporated into this Vendor Agreement, and the terms and conditions contained in the MSA shall apply to this Agreement except as may be expressly changed or modified by this Agreement. The MSA provides the basis for terms and conditions governing the purchase of services and related products by TIPS Members from Vendor under the contract award resulting from RFP 210303 Telephone and Communications Data Systems and Solutions. 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 changes 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 provided, however, that Vendor may assign the Agreement and all of Vendor's rights and obligations thereunder without the prior approval of TIPS (a) to an affiliate of Vendor; (b) to the Vendor's successor or surviving entity in connection with a merger, acquisition, consolidation, sale of all or substantially all of its assets used in connection with the provision of services under this Agreement; or (c) as part of the transfer or disposition of more than fifty percent (50%) of Vendor's voting control or assets. This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors. 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, 2020 but extended negotiations delay award until June 27, 2020 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](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](mailto: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](mailto: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](mailto:bids@tips-usa.com)

#### Insurance Requirements

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

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

## Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at [tipspo@tips-usa.com](mailto: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.





## MASTER SERVICES AGREEMENT

Re: TIPS Contract 210303 Telephone and Communications Data Systems and Solutions

This Master Services Agreement is effective as of the date of last signature ("Effective Date") on the Order Form and made between:

| RingCentral, Inc. ("RingCentral")   | TIPS Member ("Customer") set out on the Order Form |
|-------------------------------------|----------------------------------------------------|
| Address:                            | Address:                                           |
| 20 Davis Drive<br>Belmont, CA 94002 | Per Customer's address on the Order Form           |
|                                     |                                                    |

RingCentral and Customer are together referred to as the "Parties" and each individually as a "Party."

1. The Master Services Agreement ("Agreement") consists of the terms and conditions contained herein, any Service Attachments applicable to Customer's Services and any other Attachments agreed by the Parties when set out in the "Special Terms and Notes" section of the Order Form, are incorporated into and form a part of this Agreement.

Exhibit A – Definitions  
 Attachment A – RingCentral Office Services  
 Attachment B – RingCentral Contact Center Services  
 Attachment C – Professional Services Agreement  
 Attachment D – Engage Voice Services  
 Attachment E – Engage Digital Services  
 Attachment F – Service Level Agreement for Office Services  
 Attachment G – Service Level Agreement for Contact Center Services  
 Attachment H – Service Level Agreement for Engage Digital Services  
 Attachment I – Service Level Agreement for Engage Voice Services  
 Attachment J – Service Level Agreement for Engage Support Services  
 Attachment K – Business Associate Agreement  
 Attachment L – Security Addendum  
 Attachment M – Data Processing Addendum

#### THE PARTIES AGREE AS FOLLOWS:

#### 2. Ordering and Term

**A. Ordering Services.** Customer may order the Services set forth in the relevant Attachments, attached hereto, by executing an Order Form in the format provided by RingCentral. Customer must submit the Order Form to RingCentral either in writing or electronically via the Administrative Portal. The Order Form will identify the Services requested by Customer together with: (i) the price for each Service; (ii) scheduled Start Date; (iii) and products rented, licensed or sold to Customer, if any. An Order Form will become binding when it is executed by the Customer and accepted by RingCentral. RingCentral may accept an Order Form by commencing performance of the requested Services. The Services and invoicing for those Services will begin on the Start Date, as identified in the applicable Order Form or on the day Services are ordered via the Administrative Portal. Customer may purchase additional Services, software, and equipment via the Administrative Portal or by executing additional Order Forms.

**B. Equipment.** Customer may purchase or rent equipment from RingCentral for use with the Services. The terms and conditions that govern any such transaction can be found at:

- (i) Purchase: <http://www.ringcentral.com/legal/ringcentral-hardware-terms-conditions.html>, and  
 (ii) Rental: <https://www.ringcentral.com/legal/lease-rental.html>

**C. Term of this Agreement.** The Term of this Agreement will commence on the Effective Date and continue until the last Order

Form is terminated or expires, unless terminated earlier in accordance with its terms.

**D. Services Term.** The Services Term will begin on the Start Date of the initial Order Form and continue for the initial term set forth in the initial Order Form ("Initial Term"). Prior to the expiration of the Initial Term or thereafter any Renewal Term, any renewal of Services shall only be valid and enforceable when RingCentral receives written confirmation by Customer's purchase order or an agreement signed by the Customer no less than forty-five (45) days prior to such expiration of any renewal period (each such occurrence a "Renewal Term"). Customer acknowledges and agrees that RingCentral shall be held immune from any and all liability that may arise as a result of the Customer's loss of telecommunication Services resulting from a disruption of Service because of Customer's failure to timely renew Services as set out in this Section 2.D. The Term of any recurring Services added to your Account after the initial Order Form is executed will start on the Start Date in the applicable Order Form, will run coterminously with the then-current Term of any preexisting Services unless otherwise extended in the applicable Order Form, and will be invoiced on the same billing cycles as the preexisting Services

#### 3. Invoicing and Payment

**A. Prices and Charges.** All prices are identified in US dollars on the Administrative Portal or in the applicable Order Form unless

otherwise agreed by the Parties. Additional charges may result if Customer activates additional features, exceeds usage thresholds, or purchases additional Services or equipment. Customer will be liable for all charges resulting from use of the Services on its Account. Unless otherwise agreed between the Parties, recurring charges for the Services begin on the Start Date identified in the Administrative Portal or in the applicable Order Form and will continue for the Term. Recurring charges (such as charges for Digital Lines, product licenses, minute bundles, and equipment rental fees) will, unless otherwise agreed between the Parties, once incurred, remain in effect for the then-current Term. RingCentral will provide notice of any proposed increase in such charges no later than sixty (60) days before the end of the Initial Term or then-current Renewal Term, and any such increase will be effective on the first day of the next Renewal Term. Administrative Fees that RingCentral is entitled to pass on to its customers as a surcharge pursuant to applicable Law may be increased on thirty (30) days' written notice. Outbound calling rates will be applied based on the rate in effect at the time of use. Customer may locate the currently effective rates in the Administrative Portal.

**B. Invoicing and Payment.** Invoices will be issued in accordance with the payment terms set forth in the Order Form. If Customer chooses to pay by credit or debit card, by providing a valid credit or debit card, Customer is expressly authorizing all Services and equipment charges and fees to be charged to such payment card, including recurring payments billed on a monthly or annual basis. In addition, Customer's provided credit card shall be used for any in-month purchases of additional services and products, or where Customer has exceeded usage or threshold limits, any overage charges. Unless otherwise stated in the applicable Order Form, recurring charges are invoiced in advance in the frequency set forth in the Order Form, and usage-based and onetime charges are billed monthly in arrears. Customer shall make payment in full, without deduction or set-off, within thirty (30) days of the invoice date. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month or (ii) if applicable, the highest rate allowed by Law. In no event may payment be subject to delays due to Customer internal purchase order process.

**C. Taxes.** All rates, fees, and charges are exclusive of applicable Taxes, for which Customer is solely responsible. Taxes may vary based on jurisdiction and the Services provided. If any withholding tax is levied on the payments, then Customer must increase the sums paid to RingCentral so that the amount received by RingCentral after the withholding tax is deducted is the full amount RingCentral would have received if no withholding or deduction had been made. If Customer is a tax-exempt entity, tax exemption will take effect upon provision to and validation by RingCentral of certificate of tax exemption.

**D. Billing Disputes.** If a Customer reasonably and in good faith disputes any portion of RingCentral's invoice, it must provide written notice to RingCentral within thirty (30) days of the invoice date, identifying the reason for the dispute and the amount being disputed. Customer's dispute as to any portion of the invoice will not excuse Customer's obligation to timely pay the undisputed portion of the invoice. Upon resolution, Customer must pay any validly invoiced unpaid amounts within thirty (30) days. Any amounts that are found to be in error resulting in an overpayment by the Customer will be applied as a billing credit against future invoices. Customer will be reimbursed any outstanding billing credits at the expiration or termination of this Agreement.

#### 4. **Provision of the Service**

**A. General Terms.** RingCentral will provide the Services as described in the relevant Service Attachment. RingCentral may

enhance, replace, and/or change the features of the Services, but it will not materially reduce the core features, functions, or security of the Services during the Term without Customer's consent.

#### **B. Customer Care**

i. Customer must provide Helpdesk Support to Customer's End Users. RingCentral may require Customer's Helpdesk Support personnel to complete a designated series of training courses on RingCentral's Services. Such training will be provided to Customer online in English at no cost.

ii. RingCentral will make remote support available to Customer's Helpdesk Support personnel and/or Account Administrators via the Customer Care call center, which will be available 24/7, to attempt to resolve technical issues with, and answer questions regarding the use of the Services. Unless otherwise agreed by the parties, Customer Care support will be provided in English, and onsite and implementation services are not included in the Customer Care support.

iii. Customer may open a case with Customer Care following the process in place at the time. Any individual contacting Customer Care on behalf of Customer must be authorized to do so on behalf of the Account and will be required to follow applicable authentication protocols.

**C. Professional Services.** RingCentral offers a broad portfolio of professional services that includes onsite and remote implementation services; extended enterprise services including dedicated proactive network monitoring and premium technical support; and consulting. Any such services are governed by this Agreement, the Professional Services terms, and any applicable Statement of Work (SOW), which may be attached hereto.

**D. Subcontracting.** RingCentral may provide any of the Services hereunder through any of its Affiliates or subcontractors, provided that RingCentral will bear the same degree of responsibility for acts and omissions for those subcontractors acting on RingCentral's behalf in the performance of its obligations under this Agreement as it would bear if such acts and omissions were performed by RingCentral directly.

#### 5. **Use of the Service**

**A. Service Requirements.** The Services are dependent upon Customer's maintenance of sufficient Internet access, networks and power as set forth in RingCentral's Technical Sufficiency Criteria, available at <https://www.ringcentral.com/legal/policies/technical-sufficiency-criteria.html>. RingCentral will not be responsible for any deficiencies in the provision of the Services if Customer's network does not meet RingCentral's Technical Sufficiency Criteria.

**B. Use Policies.** Customer and its End Users may use the Services only in compliance with this Agreement, applicable Law, and the Use Policies referenced below, which are incorporated into and form part of this Agreement. Customer must ensure that its End Users comply with the Use Policies. Any breach of this Section (Use Policies) will be deemed a material breach of this Agreement. RingCentral may update the Use Policies from time to time and will provide notice of material updates to Customer at the email address on file with the Account. All updates will become effective thirty (30) days after such notice to Customer or upon posting for non-material changes. Customer may object to a modification that negatively impacts its use of the Service by sending written notice ("Objection Notice") to RingCentral within thirty (30) days from the date of the notice of modification. If the Parties cannot reach agreement, then either Party may terminate the affected Services without penalty with a thirty (30) days written notice to the other Party.

- i. Acceptable Use Policy. The Services must be used in accordance with RingCentral's Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>. Notwithstanding anything to the contrary in this Agreement, RingCentral may act immediately and without notice to suspend or limit the Services if RingCentral reasonably suspects fraudulent or illegal activity in the Customer's Account, material breach of the Acceptable Use Policy, or use of the Services that could interfere with the functioning of the RingCentral Network provided such suspension or limitation may only be to the extent reasonably necessary to protect against the applicable condition, activity, or use. RingCentral will promptly remove the suspension or limitation as soon as the condition, activity or use is resolved and mitigated in full. If Customer anticipates legitimate but unusual activity on its Account, Customer should contact Customer Care in advance to avoid any Service disruption.
- ii. Emergency Services. RingCentral's policy governing the provision of emergency services accessed via the Services is available at <https://www.ringcentral.com/legal/emergency-services.html> at.
- iii. Numbering Policy. The provision, use, and publication of numbers used in conjunction with the Services are governed by RingCentral's Numbering Policies, available at <https://www.ringcentral.com/legal/policies/numbering-policy.html>.

## 6. Termination

**A. Termination for Cause.** Either Party may terminate this Agreement and any Services purchased hereunder in whole or part by giving written notice to the other Party: i) if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice; ii) at the written recommendation of a government or regulatory agency following a change in either applicable Law or the Services; or iii) upon the commencement by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings or an assignment for the benefit of creditors.

**B. Effect of Termination.** If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety due to RingCentral's material breach under Section 6(A) (Termination for Cause), Customer will not be liable for any fees or charges for terminated Services for any period subsequent to the effective date of such termination (except those arising from continued usage before the Services are disconnected), and RingCentral will provide Customer a pro-rata refund of any prepaid and unused fees or charges paid by Customer for terminated Services. If this Agreement or any Services are terminated for any reason other than as a result of a material breach by RingCentral or as otherwise permitted pursuant to Section 6(A) or as set forth in Section 14(I) (Regulatory and Legal Changes) the Customer must, to the extent permitted by applicable Law and without limiting any other right or remedy of RingCentral, pay within thirty (30) days of such termination all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services for the remainder of the then-current Term plus related Taxes and fees.

## 7. Intellectual Property

### A. Limited License

- i. Subject to, and conditional upon Customer's compliance with, the terms of this Agreement, RingCentral grants to Customer and its End User, a limited, personal, revocable, non-exclusive, non-transferable (other than as permitted under this Agreement), non-sublicensable license to use any software provided or made available by RingCentral to the Customer as part of the Services ("Software") to the extent reasonably required to use the Services as permitted by this Agreement, only for the duration that Customer is entitled to use the Services and subject to the Customer being current on its payment obligations.
- ii. Customer will not, and will not allow its End Users, to: (a) sublicense, resell, distribute or assign its right under the license granted under this Agreement to any other person or entity; (b) modify, adapt or create derivative works of the Software or any associated documentation; (c) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software; (d) use the Software for infringement analysis, benchmarking, or for any purpose other than as necessary to use the Services Customer is authorized to use; (e) create any competing Software or Services; or (f) remove any copyright or other proprietary or confidential notices on any Software or Services.

### B. IP Rights

- i. RingCentral's Rights. Except as expressly provided in this Agreement, the limited license granted to Customer under Section 7(A) (Limited License) does not convey any ownership or other rights or licenses, express or implied, in the Services (including the Software), any related materials, or in any Intellectual Property and no IP Rights or other rights or licenses are granted, transferred, or assigned to Customer, any End User, or any other party by implication, estoppel, or otherwise. All rights not expressly granted herein are reserved and retained by RingCentral and its licensors. The Software and Services may comprise or incorporate services, software, technology or products developed or provided by third parties, including open source software or code. Customer acknowledges that misuse of RingCentral Services may violate third-party IP rights.
- ii. Customer Rights. As between RingCentral and Customer, Customer retains title to all IP Rights that are owned by the Customer or its suppliers. To the extent reasonably required or desirable for the provision of the Services, Customer grants to RingCentral a limited, personal, non-exclusive, royalty-free, license to use Customer's IP Rights in the same. Customer must provide (and is solely responsible for providing) all required notices and obtaining all licenses, consents, authorizations or other approvals related to the use, reproduction, transmission, or receipt of any Customer Content that includes personal or Confidential Information or incorporates any third-party IP rights.

**C. Use of Marks.** Neither Party may use or display the other Party's trademarks, service mark or logos in any manner without such Party's prior written consent.

## 8. Confidentiality

**A. Restrictions on Use or Disclosures by Either Party.** During the Term of this Agreement and for at least one (1) year thereafter, the Receiving Party shall hold the Disclosing Party's Confidential Information in confidence, shall use such Confidential Information only for the purpose of fulfilling its obligations under this

Agreement, and shall use at least as great a standard of care in protecting the Confidential Information as it uses to protect its own Confidential Information.

Each Party may disclose Confidential Information only to those of its employees, agents or subcontractors who have a need to it in order to perform or exercise such Party's rights or obligations under this Agreement and who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Each Party may disclose the other Party's Confidential Information in any legal proceeding or to a governmental entity as required by Law.

These restrictions on the use or disclosure of Confidential Information do not apply to any information which is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to so furnish such information; after it has become generally available to the public without breach of this Agreement by the Receiving Party; which at the time of disclosure was already known to the Receiving Party, without restriction as evidenced by documentation in such Party's possession; or which the Disclosing Party confirms in writing is free of such restrictions.

Upon termination of this Agreement, the Receiving Party will promptly delete, destroy or, at the Disclosing Party's request, return to the Disclosing Party, all Disclosing Party's Confidential Information in its possession, including deleting or rendering unusable all electronic files and data that contain Confidential Information, and upon request will provide the Disclosing Party with certification of compliance with this subsection.

#### **9. Data Protection**

**A. Data Privacy.** RingCentral respects Customer's privacy and will only use the information provided by Customer to RingCentral or collected in the provision of the Services in accordance with: RingCentral's Data Processing Addendum, available at <https://www.ringcentral.com/legal/dpa.html>, incorporated by reference. RingCentral may update the Data Processing Addendum from time to time and will provide notice of any material updates to the Customer as required by applicable Laws at the email address on file with the Account. Such updates will be effective thirty (30) days after such notice to Customer.

**B. Data Security.** RingCentral will take commercially reasonable precautions, including, without limitation, technical (e.g., firewalls and data encryption), organizational, administrative and physical measures, to help safeguard Customer's Account, Account Data, and Customer Content against unauthorized use, disclosure, or modification. Customer must protect all End Points using commercially reasonable security measures. Customer is solely responsible to keep all user identifications and passwords secure. Customer must monitor use of the Services for possible unlawful or fraudulent use. Customer must notify RingCentral immediately if Customer becomes aware or has reason to believe that the Services are being used fraudulently or without authorization by any End User or third party. Failure to notify RingCentral may result in the suspension or termination of the Services and additional charges to Customer resulting from such use. RingCentral will not be liable for any charges resulting from unauthorized use of Customer's Account.

**C. Software Changes.** RingCentral may from time to time push software updates and patches directly to Customer's device(s) for installation and Customer will not prevent RingCentral from doing so. Customer must implement promptly all fixes, updates, upgrades and replacements of software and third-party software that may be provided by RingCentral. RingCentral will not be liable for inoperability of the Services or any other Services failures due to failure of Customer to timely implement the required changes.

#### **10. Limitations of Liability**

**A. Excluded Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR ITS OR THEIR SUPPLIERS BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO (1) INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (2) LOSS OF USE OR LOSS OF DATA ;(3)LOSS OF BUSINESS OPPORTUNITIES, REVENUES OR PROFITS; OR (4) COSTS OF PROCURING REPLACEMENT PRODUCTS OR SERVICES, IN ALL CASES WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, AND EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

**B. Liability Caps.** EXCEPT AS SET FORTH HEREIN, THE TOTAL CUMULATIVE LIABILITY OF THE PARTIES UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE PREVIOUS SIX (6) MONTHS. LIMITATIONS UNDER THIS SECTION 10(B) (LIABILITY CAPS) WILL NOT APPLY TO:

- i. FEES OWED BY CUSTOMER
- ii. EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S IP RIGHTS
- iii. EITHER PARTY'S LIABILITY RESULTING FROM GROSS NEGLIGENCE, FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT
- iv. CUSTOMER'S LIABILITY RESULTING FROM USE OF THE SERVICES IN BREACH OF THE ACCEPTABLE USE POLICY OR EMERGENCY SERVICES POLICY
- v. EITHER PARTY'S LIABILITY ARISING FROM DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE RESTRICTED, LIMITED OR EXCLUDED PURSUANT TO APPLICABLE LAW.

#### **11. Indemnification**

##### **A. Indemnification by RingCentral**

- i. RingCentral shall indemnify and hold harmless the Customer and its Affiliates for Indemnifiable Amounts, and shall defend any third-party claims or causes of action (a "Third Party Claim") to the extent such Third Party Claim arises out of or alleges that:
  - a. The Services, as provided by RingCentral, infringe or misappropriate the patent, copyright, trademark, or trade secret rights of a third party.
- ii. RingCentral will have no obligations under subsection (i) above to the extent the Third Party Claim arises from: (a) use of the Services in combination with data, software, hardware, equipment, or technology not provided or authorized by RingCentral in writing unless any of the foregoing are necessary for the proper operation of the Services; (b) modifications to the Services not made by RingCentral; (c) Customer Content; (d) failure to promptly install any updates of any software or firmware or accept or use any modified or replacement items provided free of charge by or on behalf of RingCentral; (e) breach of the Agreement; or (f) a Third Party Claim brought by Customer's Affiliate, successor, or assignee.
- iii. If such a Third-Party Claim is made or appears possible, Customer agrees to permit RingCentral, at RingCentral's sole discretion and expense, to (a) modify or replace the Services, or component or part thereof, to make it non-infringing or (b) obtain the right for Customer to continue to use the Services. If RingCentral determines that neither

alternative is commercially reasonable, RingCentral may terminate this Agreement in its entirety or with respect to the affected Service, component or part (a "Discontinued Component"), effective immediately on written notice to Customer, in which case Customer will not owe any fees or charges relating to the Discontinued Component for any period subsequent to the date of such termination, and will be entitled to receive a refund of any prepaid but unused fees relating to the Discontinued Component. In the event the removal of the Discontinued Component does not substantially affect Customer's use of the Services, the refund or fee abatement pursuant to the foregoing shall be a reasonable portion of the total fees owed by Customer for the Services as a whole based on the significance of the Discontinued Component to the total value of the Services as a whole. RingCentral's obligations under this Sub-Section will be RingCentral's sole and exclusive liability and Customer's sole and exclusive remedies with respect to any actual or alleged intellectual property violations.

**B. Indemnification by Customer.** To the extent permitted by the laws and the constitution of the jurisdiction of ESC Region 8, TIPS, or the TIPS Member Customer, ESC Region 8, TIPS, or the TIPS Member Customer, as the case may be, shall indemnify, and hold harmless RingCentral and its Affiliates for Indemnifiable Amounts, and shall defend any Third Party Claims arising out of or in connection with: (i) material violation of applicable Law by the Customer, its Affiliates, or their respective End Users in connection with their use of the Services; (ii) use of the Services in breach of the Use Policies; (iii) failure to promptly install any updates of any software or firmware or accept or use modified or replacement items provided free of charge by or on behalf of RingCentral; or (iv) Customer Content.

**C. Defense and Indemnification Procedures.** Any Party seeking indemnification under this Section 11 (the "Indemnified Party") shall provide the Party from which it seeks such indemnification (the "Indemnifying Party") with the following: (a) prompt written notice of the Third-Party Claim, (b) sole control over the defense and settlement of the Third-Party Claim, and (c) reasonable information, cooperation, and assistance (at the Indemnifying Party's sole expense except for the value of the time of the Indemnified Party's personnel) in connection with the defense and settlement of the Third-Party Claim. The Indemnified Party's failure to comply with the foregoing obligations will not relieve the Indemnifying Party of its defense or indemnification obligations under this Section 11 (Indemnification) except to the extent that the Indemnifying Party is materially prejudiced by such failure. The Indemnified Party will have the right to participate (but not control), at its own expense, in the defense of such Third-Party Claim, including any related settlement negotiations. No such claim may be settled by the Indemnifying Party without the Indemnified Party's express written consent (not to be unreasonably withheld, conditioned, or delayed) unless such settlement includes a full and complete release of all claims and actions against the Indemnified Party by each party bringing such Third-Party Claim, requires no admission of fault, liability, or guilt by the Indemnified Party, and requires no act by the Indemnified Party other than the payment of a sum of money fully indemnified by the Indemnifying Party.

## 12. Warranties

**A. RingCentral Warranty.** RingCentral will provide the Services using a commercially reasonable level of skill and care, in material compliance with all applicable Laws and otherwise subject to the terms of this Agreement. To the extent permitted by Law,

RingCentral shall pass through to Customer any and all warranties RingCentral receives in connection with equipment provided to Customer by or on behalf of RingCentral.

**B. Customer Warranty.** Customer's and its End Users' use of the Services must always comply with all applicable Laws and this Agreement. Further, when Customer's subscription for Services exceeds one (1) fiscal year Customer further warrants that it shall exercise due diligence and best efforts to secure an adequate appropriation of funds on time from its legislative or similar government body to pay for the contracted Services in the follow-on fiscal year(s).

**C. Disclaimer of Warranties.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND RINGCENTRAL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE. TO THE EXTENT THAT RINGCENTRAL CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

## 13. Dispute Resolution

**A. Governing Law.** Any dispute arising out of or relating to this Agreement shall be governed and construed in accordance with the laws of the Customer's state shown in the Customer's address on the Order Form, without regard to its choice of law rules, and the parties agree to submit to the jurisdiction of, and venue in, the courts in that state. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Customer's use of the products or Services.

**B. Good Faith Attempt to Settle Disputes.** In the event of a dispute, each Party shall appoint a duly authorized representative who shall use all reasonable endeavors to resolve in good faith any dispute within reasonable timescales.

**C. Equitable Relief.** Any breach of either Party's IP Rights may cause that Party irreparable harm for which monetary damages will be inadequate and such Party may, in addition to other remedies available at Law or in equity, obtain injunctive relief without the necessity of posting a bond or other security, proof of damages, or similar requirement, in addition to any other relief to which such Party may be entitled under applicable Law.

## 14. Miscellaneous

**A. Relationship of the Parties.** RingCentral and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between RingCentral and Customer.

**B. Assignment.** Neither Party may assign the Agreement or any portion thereof without the other Party's prior written consent (which such consent may not be unreasonably withheld or delayed), however either Party may assign the Agreement and all of that Party's rights and obligations thereunder without consent (a) to an Affiliate; (b) to the Party's successor or surviving entity in connection with a merger, acquisition, consolidation, sale of all or substantially all of its assets used in connection with the provision of Services under this Agreement; or (c) as part of the transfer or disposition of more than fifty percent (50%) of a Party's voting control or assets. This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors.

**C. Notices.** Except where otherwise expressly stated in the Agreement, all notices or other communications must be in English and are deemed to have been fully given when made in writing and delivered in person, upon delivered email, confirmed facsimile, or five days after deposit with an reputable overnight courier service, and addressed as follows: To RingCentral at RingCentral, Inc., Legal Dept., 20 Davis Drive, Belmont, CA 94002 USA, with a copy to [legal@ringcentral.com](mailto:legal@ringcentral.com), and to Customer at either the physical address or email address associated with the Customer Account.

Customer acknowledges and agrees that all electronic notices have the full force and effect of paper notices. The addresses to which notices may be given by either Party may be changed (a) by RingCentral upon written notice given to Customer pursuant to this Section or (b) by Customer in the Administrative Portal..

**D. Force Majeure.** Excluding either Party's payment obligations under the Agreement, neither Party will be responsible or liable for any failure to perform or delay in performing to the extent resulting from any event or circumstance that is beyond that Party's reasonable control, including without limitation any act of God; national emergency; third-party telecommunications networks; riot; war; terrorism; governmental act or direction; change in Laws; fiber, cable, or wire cut; power outage or reduction; rebellion; revolution; insurrection; earthquake; storm; hurricane; flood, fire, or other natural disaster; strike or labor disturbance; or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party.

**E. Third-Party Beneficiaries.** RingCentral and Customer agree that there will be no third-party beneficiaries to this Agreement.

**F. Headings, Interpretation.** The headings, section titles, and captions used in the Agreement are for convenience of reference only and will have no legal effect. All defined terms include related grammatical forms, and, whenever the context may require, the singular form of nouns and pronouns include the plural, and vice versa. The Parties agree that this Agreement will be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party or Parties on the grounds that the Party or Parties drafted or was more responsible for drafting the provision(s).

**G. Anti-Bribery.** Each Party represents that in the execution of this Agreement and in the performance of its obligations under this Agreement it has complied and will comply with all applicable anti-bribery Laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and similar applicable Laws.

**H. Export Control.** Any services, products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export Laws and regulations. Customer will not use, distribute, transfer, or transmit the services, products, software, or technical information (even if incorporated into other products) except in compliance with U.S. and other applicable export regulations.

**I. Regulatory and Legal Changes.** In the event of any change in Law, regulation or industry change that would prohibit or otherwise materially interfere with RingCentral's ability to provide Services under this Agreement, RingCentral may terminate the affected Services or this Agreement or otherwise modify the terms thereof.

**J. Entire Agreement.** The TIPS Vendor Agreement for TIPS Contract 210303 Telephone and Communications Data Systems and Solutions ("TIPS Vendor Agreement") and this Agreement,

together with any exhibits, Order Forms, Use Policies, and Attachments, each of which is expressly incorporated into this Agreement with this reference, constitutes the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals, representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding such subject.

**K. Order of Precedence.** In the event of any conflict between the documents comprising this Agreement, precedence will be given to the documents in the following descending order: (i) the TIPS Vendor Agreement; (ii) the applicable Order Form; (iii) the applicable Attachment; (iv) the main body of this Agreement; (v) Use Policies incorporated by reference in this Agreement; and (vi) any other document expressly referred to in this Agreement which governs the Services.

**L. Amendments.** Except as otherwise provided, this Agreement may only be modified by a written amendment executed by authorized representatives of both Parties. In no event will handwritten changes to any terms or conditions, including in the applicable Order Form, be effective.

**M. Severability and Waiver.** In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision(s) will be stricken and the remainder of this Agreement will remain legal, valid and binding. The failure by either Party to exercise or enforce any right conferred by this Agreement will not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of any such or other right on any later occasion. Except as otherwise expressly stated in this Agreement, all rights and remedies stated in the Agreement are cumulative and in addition to any other rights and remedies available under the Agreement, at Law, or in equity.

**N. Publicity.** Subject to Customer's prior written approval, in each instance, and notwithstanding anything to the contrary in this Agreement, RingCentral may identify Customer as a customer (including use of any Customer logo or trademark) and may refer to this Agreement during its earnings calls and in connection with its business deals, press releases, and marketing and/or promotional materials.

**O. Execution.** Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual signing the Agreement and (each executable part thereof) on that Party's behalf has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that Party. Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures.

**P. Counterparts.** This Agreement may be executed electronically and in separate counterparts each of which when taken together will constitute one in the same original.

**Q. Survival.** The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or an Order Form will survive expiration or termination of this Agreement or the Order Form, including without limitation payment obligations, warranty disclaimers, indemnities, limitations of liability, definitions and miscellaneous.

## EXHIBIT A

### DEFINITIONS

**Definitions.** Capitalized terms used in this Agreement but otherwise not defined have the following meaning:

i. **"Account"** means the numbered account established with RingCentral and associated with Customer and the Services provided to Customer under this Agreement. For billing and convenience purposes, multiple services, Digital Lines, or End Users may be included in a single billing account, and/or a single Customer may have multiple billing accounts encompassing different geographic locations, business units, or other designations as requested by Customer and accepted by RingCentral.

ii. **"Account Administrator"** means the person(s) who have been granted authority by Customer to set up, amend, or otherwise control settings and/or make additional purchases for the Account via the Administrative Portal. Account Administrators may have varying levels of Account rights, skills, or permissions.

iii. **"Account Data"** means: any business contact information provided with the Account; RingCentral-generated logs of calling or other metadata developed or collected in the provision of the Services; configuration data; and records of Digital Lines and any Services purchased under this Agreement.

iv. **"Administrative Fees"** means any administrative recovery fees, 911 cost recovery fees and the like separately charged by RingCentral to Customer.

v. **"Administrative Portal"** means the online administrative portal through which Account Administrators control settings and/or make additional purchases for the Account.

vi. **"Affiliate(s)"** means a person or entity that is controlled by a Party hereto, controls a Party hereto, or is under common control with a Party hereto, and "control" means beneficial ownership of greater than fifty percent (50%) of an entity's then-outstanding voting securities or ownership interests.

vii. **"Attachment (s)"** means documents appended to the contract containing additional terms for products and Services. Attachments and the terms and conditions contained therein are part of this Agreement.

viii. **"Confidential Information"** means any information disclosed by or on behalf of the Disclosing Party to the Receiving Party that should reasonably be considered as confidential given the nature of the information and the circumstances surrounding its disclosure.

ix. **"Customer Care"** means Customer support operations delivered by RingCentral and/or its subcontractors.

x. **"Customer Content"** means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, shared files, conferences or other communications transmitted or stored through the Services.

xi. **"Digital Line"** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits an End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.

xii. **"Disclosing Party"** means the Party disclosing Confidential Information or on whose behalf Confidential Information is disclosed by such Party's agents, including but not limited to, its Affiliates, officers, directors, employees and attorneys.

xiii. **"Electronic Signatures"** means an electronic sound, symbol, or process, including clicking a digital button to accept, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.

xiv. **"End Point"** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

xv. **"End User"** means an individual user to whom Customer makes the Services available, and may be a natural person, and may include but is not limited to Customer's employees, consultants, clients, external users, invitees, contractors and agents.

xvi. **"Helpdesk Support"** shall mean the performance of the following tasks:

- Standard feature/functionality ("how to") support for End Users (i.e. call forwarding, voice mail set-up, etc.);
- Standard management of the Admin Interface within the product; and
- Support all moves, adds, changes and deletes of employees.

xvii. **"Indemnifiable Amounts"** means all (X) damages and other amounts awarded against the Indemnified Party by a court of competent jurisdiction pursuant to a final judgment in connection with such Third-Party Claim; (Y) any amounts payable by the Indemnified Party or its Affiliates pursuant to a binding, written agreement settling the Third Party Claim, provided such agreement is approved in advance in writing by the Indemnifying Party; and (Z) all reasonable costs and expenses paid to third parties by the Indemnified Party or its Affiliates in connection with the Indemnified Party's or its Affiliates' attorneys' fees and related expenses.

xviii. **"Indemnifying Party"** and "Indemnified Party" have the meanings set forth in Section 11(C) (Defense and Indemnification Procedures).

xix. **"Initial Term"** has the meaning set forth in Section 2(E) (Services Term).

xx. **"Intellectual Property Rights"** or "IP Rights" means all common law and statutory rights (whether registered or unregistered, or recorded or unrecorded, regardless of method) arising out of or associated with: (a) patents and patent applications, inventions, industrial designs, discoveries, business methods, and processes; (b) copyrights and copyright registrations, and "moral" rights; (c) the protection of trade and industrial secrets and Confidential Information; (d) other proprietary rights relating to intangible property; (e) trademarks, trade names and service marks; (f) a person's name, likeness, voice, photograph or signature, including without limitation rights of personality, privacy, and publicity; (g) analogous rights to those set forth above; and (h) divisions, continuations, continuations-in-part, renewals, reissues and extensions of the foregoing (as applicable).

xxi. **"Law"** means any law, statute, regulation, rule, ordinance, administrative guidance, treaty or convention, or court or administrative order or ruling of any governing Federal, State, local or non-U.S. governmental body with jurisdiction over the Services.

xxii. **"Order Form(s)"** means a request for Service describing the type and quantity of Services required by Customer and submitted and accepted by the Parties in accordance with Section 2(A) (Ordering Services). The Order Form may be presented and executed via the Administrative Portal.

xxiii. **"Receiving Party"** means the Party or its agents, including, but not limited to its Affiliates, officers, directors, employees and attorneys receiving Confidential Information.

xxiv. **"Renewal Term"** has the meaning set forth in Section 2(E) (Services Term).

xxv. **"RingCentral Network"** means the network and supporting facilities between and among the RingCentral points of presence ("PoP(s)"), up to and including the interconnection point between the RingCentral's network and facilities, and the public Internet, and the Public Switched Telephone Network (PSTN). The RingCentral Network does not include the public Internet, a Customer's own private network, or the PSTN.

xxvi. **"Service(s)"** means all services provided under this Agreement and set forth in one or more Order Form(s).

xxvii. **"Start Date"** means the date so identified in the relevant Order Form or the date on which Customer orders Services via the Administrative Portal.

xxviii. **"Taxes"** means any and all federal, state, local, municipal, foreign and other taxes and fees charged or collected from Customers, including but not limited to any Universal Service Fund, TRS and 911 taxes and fees.

xxix. **"Term"** means the Initial Term plus any Renewal Terms.

xxx. **"Third Party Claim"** has the meaning set forth in Section 11(A) (Indemnification by RingCentral).

xxxi. **"Use Policy"** refers to any of the policies identified in Section 5(B) (Use Policies).



## SERVICE ATTACHMENT

### SERVICE ATTACHMENT – RINGCENTRAL OFFICE SERVICES

This Service Attachment is a part of the Master Services Agreement (the “Agreement”) that includes the terms and conditions agreed by the Parties under which RingCentral will provide to the Customer the RingCentral Office Services as described under the applicable Order Form.

#### 1. Service Overview

RingCentral Office is a cloud-based unified communications service that includes enterprise-class voice, fax, text, call handling, mobile apps, and bring-your-own-device (BYOD) capability that integrates with a growing list of applications.

RingCentral Office includes

- Voice Services, including extension-to-extension calling and the ability to make and receive calls to and from the public switched telephone network (PSTN)
- Video and audio-conferencing service, including screen sharing
- Collaboration Tools, including One-to-One and Team Chat, File Sharing, task management, SMS/Texting (where available) and other innovative tools

RingCentral Office Services may be accessed from a variety of user End Points, including IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

#### 2. Office Purchase Plans

**A. Tiers of Service.** RingCentral Office is made available in several pricing tiers, which are described more fully at <https://www.ringcentral.com/office/plansandpricing.html>. While RingCentral offers unlimited monthly plans for some of its products and services, RingCentral Services are intended for regular business use. “Unlimited” use does not permit any use otherwise prohibited by the Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>, including trunking, access stimulation, reselling of the Services, etc.

**B. Minute and Calling Credit Bundles.** Minute Bundles, e.g., Toll Free Minute Bundles, can be purchased in incremental buckets of minute in addition to any number of minutes included with the purchased tier. Inbound Toll Free minutes are deducted from included minutes, purchased Minute Bundles, or charged as overage at the rates currently in effect.

International Calling Credit Bundles can be purchased in addition to any base amount included with the purchased tier. International External Calls are charged against Calling Credits on the Account per destination rates, or as overage once Calling Credits are exceeded. Currently effective rates are available at <https://www.ringcentral.com/support/international-rates.html>.

Extension-to-Extension Calls within the Customer account never incur any usage fee and are unlimited, except to the extent that such calls are forwarded to another number that is not on the Customer account.

Additional Calling Credits may be purchased through the Auto-Purchase feature, which can be selected for automatic purchase in various increments on the Administrative Portal. Auto-Purchase is

triggered when the combined usage of all End Users on an Account exceeds the total Calling Credits or when End Users make calls with additional fees (e.g., 411).

Minute Bundles and Calling Credit Bundles expire at the end of month and cannot roll over to the following month. Auto-Purchased Calling Credits expire twelve (12) months from date of purchase. Bundles may not be sold, transferred, assigned, or applied to any other customer.

**3. Operator Assisted Calling, 311, 511 and other N11 Calling.** RingCentral does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or other premium line numbers or calling card calls). The Services may not support 211, 311, 411, 511 and/or N11 calling. To the extent they are supported, additional charges may apply for these calls.

#### 4. Directory Listing Service

RingCentral offers directory listing (the “Directory Listing Service”). If Customer subscribes to the Directory Listing Service, RingCentral will share certain Customer Contact Data with third parties as reasonably necessary to include in the phone directory (“Listing Information”). This information may include, but is not limited to, Customer’s entity name, address, and phone numbers. Customer authorizes RingCentral to use and disclose the Listing Information for the purpose of publishing in, and making publicly available through, third-party directory listing services, to be selected by RingCentral or third-party service providers in their sole discretion. Customer acknowledges and agrees that by subscribing to the Directory Listing Service, Customer’s Listing Information may enter the public domain and that RingCentral cannot control third parties’ use of such information obtained through the Directory Listing Service.

- Opt Out.** Customer may opt out of the Directory Listing Service at any time; however, RingCentral is not obligated to have Customer’s Listing Information removed from third-party directory assistance listing services that have already received Customer’s information.
- No Liability.** RingCentral will have no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Customer’s telephone number; materials sent to Customer, inaccuracies, errors or omissions with Listing Information; or any other use of such information. RingCentral will not be liable to Customer for any use by third parties of Customer’s Listing Information obtained through the Directory Listing Service, including without limitation the use of such information after Customer has opted out of the Directory Listing Service.

5. **RingCentral Global Office.** RingCentral Global Office provides a single communications system to companies that have offices around the world, offering localized service in countries for which Global Office is available. Additional information related to Global Office Services is available at <http://www.ringcentral.com/legal/policies/global-office-countries.html>. This section sets forth additional terms and conditions concerning RingCentral's Global Office for customers that subscribe to it.

**A. Emergency Service Limitations for Global Office.** RingCentral provides access to Emergency Calling Services in many, but not all, countries in which RingCentral Global Office is available, allowing End Users in most countries to access Emergency Services (911 in the United States and Canada, 999/112 in the United Kingdom and throughout the European Union, and any other applicable Emergency Services number). Emergency Services may only be accessed within the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland may dial Emergency Services only within Ireland. Access to Emergency Calling Services in RingCentral Global Office countries, where available, is subject to the Emergency Services Policy, available at <https://www.ringcentral.com/legal/emergency-services.html>. Customer must make available and will maintain at all times traditional landline and/or mobile network telephone services that will enable End Users to call the applicable Emergency Services number. Customer may not use the RingCentral Services in environments requiring fail-safe performance or in which the failure of the RingCentral Services could lead directly to death, personal injury, or severe physical or environmental damage.

**B. Global Office Provided Only in Connection with Home Country Service.** RingCentral provides Global Office Service only in connection with Services purchased in the Home Country. RingCentral may immediately suspend or terminate Customer's Global Office Services if Customer terminates its Digital Lines in the Home Country. All invoicing for the Global Office Services will be done in the Home Country on the Customer's Account, together with other Services purchased under this Agreement, using the Home Country's currency. Customer must at all times provide a billing address located in the Home Country. RingCentral will provide all documentation, licenses, and services in connection with the Global Office Service in English; additional language support may be provided at RingCentral's sole discretion.

**C. Relationships with Local Providers.** In connection with the provision of RingCentral Global Office Services, RingCentral relies on local providers to supply certain regulated communication services; for example (i) for the provision of local telephone numbers within local jurisdictions; (ii) to enable you to place local calls within local jurisdictions; and (iii) to enable You to receive calls from non-RingCentral numbers on Customer's Global Office telephone number(s), by connecting with the local public switched telephone network. RingCentral's locally licensed affiliates provide all telecommunications services offered to Customer within the countries in which such affiliates are licensed; in some cases, RingCentral may obtain services from locally licensed providers on Customer's behalf. RingCentral, is responsible for all contracting, billing, and customer care related to those services.

6. **Definitions.** Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:

- A. **"Digital Line"** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits the End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
- B. **"End Point"** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
- C. **"Extension-to-Extension Calls"** means calls made and received between End Points on the Customer Account with RingCentral, regardless of whether the calls are domestic or international.
- D. **"External Calls"** means calls made to or received from external numbers on the PSTN that are not on the Customer Account with RingCentral.

**"Home Country"** means the United States or the country that is otherwise designated as Customer's primary or home country in the Order Form.

## SERVICE ATTACHMENT

### SERVICE ATTACHMENT – RINGCENTRAL CONTACT CENTER SERVICES

This Service Attachment is a part of the Master Services Agreement (the “**Agreement**”) that includes the terms and conditions agreed by the Parties under which RingCentral will provide to the Customer the RingCentral Contact Center Services as described under the applicable Order Form. In the event of any conflict between the provisions of the Agreement and the provisions of this Service Attachment, such provisions of this Service Attachment will prevail.

#### 1. Service Overview

“**RingCentral Contact Center Services**” is a contact center solution consisting of inbound and outbound media routing, queuing, and distribution, and related services, applications, and features, whether included as part of a Subscription Package or ordered separately.

#### 2. Billing and Payment

##### A. Billing During the Ramp-Up Period.

During the Ramp-Up Period, You shall be billed for the Usage and for the Contact Center Services based on the number of Seats and/or applicable licenses as they are actually activated on Your account. Notwithstanding the above, You shall not be billed for any Usage or Contact Center Services for Seats and/or applicable licenses activated solely for use by RingCentral or its subcontractors for the configuration and implementation of Your Contact Center Services.

##### B. Billing After Ramp-Up Period.

Starting at the earlier of (i) the end of the Ramp-Up Period or (ii) when the total number of contracted Seats and/or applicable licenses are activated, and until the end of the Term, You agree to pay for: a) the Contact Center Services fees for at least the number of Seats set forth in the Contact Center Services Order (as amended as permitted below) (a “**CC Contract Seat**”) based on the per Seat pricing set forth in the Contact Center Services Order (the “**CC Contract Seat Price**”), as amended from time to time, regardless of the number of Seats being used; b) the fees for the number of licenses set forth in the Contact Center Services Order; any additional fees set forth in the Contact Center Order form; and c) Usage, including overages related to data storage, ports or minutes (e.g. local, long-distance, international, and toll-free) charges, and any other applicable charges.

##### C. Adding New Contact Center Contract Seats

You may add CC Contract Seats at any time either through a new Contact Center Services Order or a written amendment executed by You and RingCentral. The Contact Center Services fees related to these additional CC Contract Seats will be billed at the per Seat price set forth in the Contact Center Order form. For the avoidance of doubt, You will be required to pay for Contact Center Services fees related to these additional CC Contract Seats until the end of the Term.

##### D. Adding On-Demand Contact Center Seats

At any time, You may utilize additional Seats with your Contact Center Services on an as-needed basis (each, an “**On-Demand CC Seat**”). You will be billed for any On-Demand CC Seat at the rate of the CC Contract Seat Price plus twenty dollars (\$20) per month per Seat (the “**On-Demand CC Price**”) until You remove this On-Demand CC Seat from Your Contact Center Services subscription (which You may do at any time in your discretion). Contact Center Services fees for any On-Demand CC Seats will be charged for the full month, regardless of the number of days used. For each monthly billing period, You will be charged for the highest number of On-Demand CC Seats used within such billing period.

#### 3. Contact Center Services, Settings, and Modifications

The settings and preferences for your Contact Center Services, including without limitation user rights, user skills, and permissions; routing, points of contact, scripts; registration information; and activation of On-Demand CC Seats, among others, may be set and modified by those individuals whom You

allow to have access to the web console (“Account Administrators”). The Customer acknowledges that the acts or omissions of the Account Administrators may result in additional charges or affect the Contact Center Services. The Customer will be solely responsible for the acts or omissions and the impact on billable amounts of the Account Administrators.

#### 4. Use of Contact Center Services

You acknowledge and agree that all use of the Contact Center Services shall be subject to this Service Attachment and the Agreement, including without limitation the use policies and data privacy policies in Sections 5 and 9. You acknowledge and agree that You are fully responsible and liable for all use of the Contact Center Services, any software or hardware used in conjunction with the Contact Center Services, and any and all fees and charges that are incurred as a result of such use. Notwithstanding anything to the contrary stated in the Agreement, the use of the Contact Center Services shall be subject to the following terms:

- a. **NO 911 SERVICE. YOU ACKNOWLEDGE AND AGREE THAT 911 / EMERGENCY CALLS OR MESSAGES MAY NOT BE PLACED OR SENT THROUGH THE CONTACT CENTER SERVICES, AND NO 911 CALLING OR SMS OR OTHER MESSAGING SERVICE IS OFFERED OR PROVIDED WITH THE CONTACT CENTER SERVICES. YOU MUST MAKE AVAILABLE ALTERNATIVE ARRANGEMENTS TO PLACE 911 CALLS.**
- b. **Customer 911 Notification Obligations.** You represent, warrant, and covenant that: (i) You shall ensure that any person who might use the Contact Center Services or be present at the physical location where any the Contact Center Services might be accessed or used is fully informed and aware that he or she will not be able to place calls or send messages to 911 or other emergency response services through the Contact Center Services; and (ii) You shall provide all of the foregoing parties with an alternate method by which to place such calls and, as applicable, to send such messages.

## 5. Custom Storage Election

Customer may elect to include Custom Storage as part of their Contact Center Services, enabling Customer to store media files in their own S3 Bucket instead of the default Cloud Storage Bucket.

Custom Storage is subject to these limitations and conditions:

- These conditions apply at the Business Unit level with no tailored permissions applied to individuals or groups
- All recordings must be played directly on the RingCentral Contact Center platform
- A minimum of one RingCentral Contact Center seat license must be retained at all times to access and play recordings from the S3 Bucket
- Files cannot be played directly from S3 Bucket
- There is no bulk export option for any recordings from S3 Bucket
- There are no custom file naming conventions
- All files are encrypted within the client-provided S3 Bucket
- There is no error checking between RingCentral Contact Center and Amazon S3
- There is no defined timetable for Time to Live (TTL) at this time
- There is no migration of recordings from previous storage solutions to Custom Storage
- Encrypted files cannot be moved to another S3 Bucket
- Changes made to the S3 Bucket will disable the ability to listen to recordings through RingCentral Contact Center platform
- Custom Storage is deployable via template method only, and deviation from the deployed template is not supported. This includes, but is not limited to:
  - Changing security profile and settings
  - Changing any coding to target different Buckets
  - Changing of any file names (this may be redundant)

## 6. Definitions

Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:

1. **“Cloud Storage”** means storage of data or call recordings within the RingCentral Contact Center Platform, or a RingCentral Contact Center Internal File Transfer Protocol server. Recordings may then be accessed through the RingCentral Contact Center Platform, and Time to Live may be set up to delete recordings after a certain amount of days.
2. **“Contact Center Materials”** means documentation, either electronic or otherwise, that RingCentral provides or makes available to the Customer describing the Contact Center Services, including the components of each Subscription Package, if applicable, and any other features and functionality offered as part of the Contact Center Services. The Contact Center Materials may include without limitation manuals, product descriptions, user or installation instructions, diagrams, printouts, listings, flowcharts and training materials related to the Contact Center Services.
3. **“Contact Center Services Order”** is an Order form executed by the Parties under the terms of the Agreement and this Service Attachment, setting out the details of the subscription to the Contact Center Services, including any Subscription Package, and any additional products, services and functionality purchased by the Customer
4. **“Custom Storage”** means a public cloud storage resource available through a third-party provider, in which Customer data will be stored in an S3 Bucket.
5. **“Ramp-Up Period”** is, unless stated otherwise for each applicable product or license listed on the Contact Center Services Order Form, the period of sixty (60) days starting on the Start Date set forth in the Contact Center Services Order Form.
6. **“S3 Bucket”** means a series of file folders used to store objects consisting of data and its descriptive metadata.
7. **“Seat”** means a license for a single named person or concurrent users that use the Contact Center Services.
8. **“Subscription Package”** is a set of Contact Center Services features and applications, as further defined in the Contact Center Materials, that could be ordered as a bundle.
9. **“Usage”** means any charges incurred in connection with the use of Your Contact Center Services, including, without limitation, local, long-distance, international, and toll-free minutes, charges, ports, and any products listed on the Contact Center Service Order Form.

## SERVICE ATTACHMENT

### SERVICE ATTACHMENT – RINGCENTRAL PROFESSIONAL SERVICES AGREEMENT

This Service Attachment is a part of the Master Services Agreement (the “**Agreement**”) that includes the terms and conditions agreed by the Parties under which RingCentral will provide the RingCentral Professional Services to Customer.

In the event of any conflict between the provisions of the Agreement and the provisions of this Professional Services Agreement (the “**PS Agreement**”), such provisions of this PS Agreement will prevail.

**1. Service Overview.** RingCentral shall provide the implementation, installation, consulting, configuration services and other professional services (“**Professional Services**”) as described and agreed upon in writing between the Parties pursuant to a statement of work (“**Statement of Work**” or “**SOW**”).

**2. Project Phases.** The Professional Services may be delivered in one or more phases. The SOW will specify the milestones, objectives, Sites, fees and other components that are included in the scope of each phase (“**Project Phase**”). The Professional Services may also be provided on a time and material basis (“**T&M Services**”) paid by the hour based on the then current T&M Services hourly rate offered by RingCentral, as specified in the relevant SOW. Customer agrees that the delivery, installation, testing, acceptance and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery, installation, testing, acceptance and payment for the Professional Services under any other Project Phase. Each Project Phase will be billed upon Acceptance, and payment for each Project Phase is due in full within the applicable payment period agreed between the Parties and is non-refundable.

**3. Customer Sites and Site Visits.** In the event the Parties agree that the Professional Services must be performed at one or more Customer facility(ies) (“**Site(s)**”), the Site(s) will be separately identified in the applicable SOW. Each visit to a separate Customer Site will be considered a separate “**Site Visit**”. When so stipulated in the SOW, each Site may constitute a Project Phase. Customer has the following obligations with respect to all Site Visits:

- a. Customer will maintain and ensure safe working conditions at each Site and shall promptly inform the RingCentral project manager of any known hazardous conditions at any Site prior to any visit by RingCentral Personnel.
- b. Customer shall ensure that all Site hardware and network environment meets or exceed the requirements set forth in the Statement of Work and in “RingCentral VoIP Network Requirements and Recommendations” which can be found at: [https://support.ringcentral.com/s/article/9233?language=en\\_US](https://support.ringcentral.com/s/article/9233?language=en_US)
- c. Customer shall provide RingCentral with all reasonable information, cooperation, and assistance that RingCentral requests in connection with performing the Services, including without limitation providing RingCentral with access to Customer’s systems and networks and related system and network administrators. Any failure on the part of Customer to provide the cooperation requested by RingCentral, or to provide the information or hardware and software environment required, may result in the need for a Change Order to contemplate additional fees and extended timelines to accommodate Customer’s failure to do so.
- d. Customer shall ensure that at least ten (10) business days prior to a Site Visit or as otherwise agreed in the applicable SOW, the Customer Project Manager shall provide to the RingCentral Project Manager the following information for the Site to be visited:
  - i. the first and last name, extension number, and email address for delivery of message notification emails of each End User for which the Services are to be implemented at the Site and any other information that RingCentral requests to configure the digital lines that are part of such Services to be implemented (this information needs to be in the form of a Microsoft Excel file suitable for use with the Service’s bulk configuration utility);
  - ii. written or illustrated diagrams of Customer’s current and proposed dial plans and data and call flows; and
  - iii. information related to configurations, equipment, and deployment requirements for the Site, as requested by RingCentral.

**4. Late Site Visit Change.** The Parties acknowledge and agree that Customer’s cancellation or change of the dates of a Site Visit at any time during the ten (10) business days immediately prior to the date that the Site Visit is scheduled to take place (a “**Late Site Visit Change**”) will cause RingCentral to incur expenses and losses (including without limitation RingCentral’s costs in rescheduling the Site Visit and/or loss of opportunity for other business during the period during which such Site Visit was to take place). Accordingly, Customer agrees that for each Late Site Visit Change, Customer shall incur (at the time of cancellation or change) and be liable for any Service Expenses that have already been expended by RingCentral. The Parties acknowledge and agree that this amount is a fair, reasonable, and appropriate pre-estimate of the losses that RingCentral will incur as a result of any single Late Site Visit Change.

**5. Professional Services Acceptance.** Each SOW will identify the specific criteria required for the completion of each Project Phase (“**Completion Criteria**”). Unless otherwise agreed between the Parties in the SOW, upon RingCentral’s completion of the Professional Services for each Project Phase, RingCentral will review the Completion Criteria with Customer and will present to the Customer the Professional Services Project Completion Signoff Form (“**PCF**”) for that Project Phase. Notwithstanding anything to the contrary in this PS Agreement or any SOW, RingCentral’s obligations under any Project Phase are deemed accepted and the Professional Services under such Project Phase shall be considered completed in full and billable upon any of the following (“**Acceptance**”):

- a. **Customer executes the PCF.**
- b. If RingCentral presents Customer with the PCF and the Customer fails to execute the PCF within three (3) days, unless the Customer provides to RingCentral, within those three (3) days, with a detailed description of the items that are outstanding or that are materially non-conforming with the Completion Criteria applicable to the specific Project Phase. If RingCentral timely receives a rejection notice, then RingCentral will complete or re-perform any portion of the non-conforming Professional Services and re-submit the PCF for the Project Phase to the Customer for Acceptance as described above. If RingCentral timely receives from the Customer a second rejection notice, and RingCentral, in its reasonable discretion determines that the Professional Services for the Project Phase were properly completed in accordance with the Completion Criteria, Acceptance of the Project Phase will be deemed to have been occurred.
- c. **Production Use:** Unless otherwise agreed in writing between the Parties, production use will constitute Acceptance for all purposes of this PS Agreement.
- d. **T&M Services.** Acceptance for T&M Services, if applicable and used in a SOW, is deemed to have occurred upon performance.

#### 6. Payment

- a. The SOW will set forth the fees that the Customer will pay to RingCentral for each Project Phase, and the rates for T&M Services. Customer will compensate RingCentral fees and expenses for the Services as set forth in the applicable SOW. Customer acknowledges and agrees that all fees and charges shall be due and payable without any deduction, withholding, or offset of any kind, including without limitation for any levy or tax.
- b. **Invoicing and Payment of Professional Services fees.** Except to the extent otherwise provided in a SOW or this Section, all amounts due under this PS Agreement for Professional Services other than T&M Services, shall be invoiced upon Acceptance of each Project Phase. T&M Services will be invoiced Monthly in arrears. The payment term for each invoice is set forth in the Agreement.

- c. **Service Expenses.** In addition to the fees and expenses set forth in the applicable SOW, Customer agrees to reimburse RingCentral for its fixed travel, meal, and lodging expenses incurred in connection with any Site Visit ("Service Expenses"). Travel, meal, and lodging expenses shall be invoiced upon Acceptance of each Project phase, alongside all other amounts due under this PS Agreement, on a per-trip/per resource basis. RingCentral shall, after Customer request, provide information verifying the deployment of on-site resources and expenditure of Service Expenses.
- d. **Additional Fees.** Customer agrees to incur and be liable for any additional fees or other amounts not provided for in this PS Agreement or the applicable SOW. These Additional fees may include, but are not limited to the following:
  - i. For any additional Site Visit(s) not included in the SOW, the Customer agrees to pay on a T&M Services basis, with a minimum fee equal to eight (8) hours of RingCentral per day at the then-current T&M Services hourly rate.

#### 7. Changes to SOWs

Changes to any applicable SOW shall be made only in a mutually executed written change order between RingCentral and Customer (a "**Change Order**"), outlining the requested change and the effect of such change on the Services, including without limitation the fees and the timeline as determined by RingCentral in its reasonable discretion. RingCentral shall have no obligation to commence work in connection with any Change Order until the Change Order is agreed upon by both Parties in writing. RingCentral has no obligation to provide any Professional Services outside the scope of an SOW.

#### 8. Enterprise Support

As part of the Professional Services provided, Customer may purchase Enterprise Support services from RingCentral for use with the Services. The terms and conditions that govern the Enterprise Support can be found at: <https://www.ringcentral.com/legal/enterprise-service-attachment.html>.

#### 9. Term and Termination

- a. **Term.** This PS Agreement shall remain in effect for as long as the Agreement is in effect, unless terminated in accordance with this Section.
- b. **Termination.** Either Party may terminate this PS Agreement, in whole or in part, with thirty (30) days' advance written notice to the other Party. Unless otherwise specified in the termination notice, the termination of one SOW or Project Phase shall not necessarily result in the termination of, or otherwise affect, any other SOW or Project Phase.
- c. **Effect of Termination.** In the event that this PS Agreement, a SOW, or a Project Phase is terminated, in whole or in part, for any reason other than for RingCentral's material breach of this PS Agreement, Customer shall be obligated to pay RingCentral for:
  - i. any Professional Services and T&M Services that have been rendered up until the effective date of the termination;
  - ii. all applicable Service Expenses incurred
  - iii. (50%) of the fees for any other Professional Services not yet performed, due under the Project Phase(s) being cancelled, if termination of the PS Agreement, SOW, or a Project Phase occurs within one hundred and eighty (180) days of execution of the applicable SOW. If termination occurs after one hundred and eighty (180) days of execution of the applicable SOW, Customer shall owe all outstanding fees for any Professional Services not yet performed pursuant to the SOW, due under the Project Phase being cancelled.
- d. **Post-Termination Notice Wrap-Up.** Upon receiving or providing notice of termination of this PS Agreement, RingCentral shall be relieved of and excused from any obligation to continue to perform Services or to perform under any then-current SOWs or Project Phase.

## SERVICE ATTACHMENT

### SERVICE ATTACHMENT – RINGCENTRAL ENGAGE VOICE SERVICES

This Service Attachment is a part of the Master Services Agreement (the “**Agreement**”) that includes the terms and conditions agreed by the Parties under which RingCentral will provide to the Customer the RingCentral Engage Voice Services as described under the applicable Order Form.

In the event of any conflict between the provisions of the Agreement and the provisions of this Service Attachment, such provisions of this Service Attachment will prevail.

#### 1. Service Overview

“**RingCentral Engage Voice Services**” is a contact center solution consisting of inbound and outbound voice media routing, queuing, and distribution, and related services, applications, and features, whether included as part of a Subscription Package or ordered separately.

#### 2. Billing and Payment

##### A. Billing During the Ramp-Up Period.

During the Ramp-Up Period, You shall be billed for the Usage, and any feature add-ons or charges requested by Customer beyond those set forth in the Engage Voice Order Form. During the Ramp-Up Period, Customer’s Engage Voice Services will be limited to five (5) concurrent EV Contract Seats.

##### B. Billing After Ramp-Up Period.

Starting at the earlier of (i) the end of the Ramp-Up Period or (ii) when the total number of contracted Seats are activated, and until the end of the Term, You agree to pay for: a) the Engage Voice Services fees for at least the number of Seats set forth in the Engage Voice Services Order (as amended as permitted below) (a “**EV Contract Seat**”) based on the per Seat pricing set forth in the Engage Voice Services Order (the “**EV Contract Seat Price**”), as amended from time to time, regardless of the number of Seats being used; b) any Usage (per minute) fees; and c) any additional fees set forth in the Engage Voice Order Form.

##### C. Adding New Engage Voice Contract Seats

You may add EV Contract Seats at any time either through a new Engage Voice Services Order or a written amendment executed by You and RingCentral. The Engage Voice Services fees related to these additional EV Contract Seats will be billed at the per Seat price set forth in the Engage Voice Order form. For the avoidance of doubt, You will be required to pay for Engage Voice Services fees related to these additional EV Contract Seats until the end of the Term.

##### D. Adding On-Demand Engage Voice Seats

At any time, You may utilize additional Seats with your Engage Voice Services on an as-needed basis (each, an “**On-Demand EV Seat**”). You will be billed for any Engage Voice Services at the rate of the EV Contract Seat Price plus twenty dollars (\$20) per month per Seat (the “**On-Demand EV Price**”) until You remove this On-Demand EV Seat from Your Engage Voice Services subscription (which You may do at any time in your discretion). Engage Voice Services fees for any On-Demand EV Seats will be charged for the full month, regardless of the number of days used. For each monthly billing period, You will be charged for the highest number of On-Demand EV Seats used within such billing period. Fees for other Engage Voice Service licenses may be billed at the price set forth in the Engage Voice Order Form.

### 3. Engage Voice Services, Settings, and Modifications

A RingCentral Office account is required to use the Engage Voice Services. The settings and preferences for your Engage Voice Services, including without limitation user rights, user skills, and permissions; routing, scripts; registration Information; and activation of On-Demand EV Seats, among others, may be set and modified by those individuals whom You allow to have access to the web console ("Account Administrators"). The Customer acknowledges that the acts or omissions of the Account Administrators may result in additional charges or affect Engage Voice Services. The Customer will be solely responsible for the acts or omissions and the impact on billable amounts of the Account Administrators.

### 4. Use of Engage Voice Services

You acknowledge and agree that all use of the Engage Voice Services shall be subject to this Service Attachment and the Agreement, including without limitation the use policies and data privacy policies. You acknowledge and agree that You are fully responsible and liable for all use of the Engage Voice Services, any software or hardware used in conjunction with the Engage Voice Services, and any and all fees and charges that are incurred as a result of such use. Notwithstanding anything to the contrary stated in the Agreement, the use of the Engage Voice Services shall be subject to the following terms:

- a. **NO 911 SERVICE. YOU ACKNOWLEDGE AND AGREE THAT 911 / EMERGENCY CALLS OR MESSAGES MAY NOT BE PLACED OR SENT THROUGH THE ENGAGE VOICE SERVICES, AND NO 911 CALLING OR SMS OR OTHER MESSAGING SERVICE IS OFFERED OR PROVIDED WITH THE ENGAGE VOICE SERVICES. YOU MUST MAKE AVAILABLE ALTERNATIVE ARRANGEMENTS TO PLACE 911 CALLS.**
- b. **Customer 911 Notification Obligations.** You represent, warrant, and covenant that: (i) You shall ensure that any person who might use the Engage Voice Services or be present at the physical location where any the Engage Voice Services might be accessed or used is fully informed and aware that he or she will not be able to place calls or send messages to 911 or other emergency response services through the Engage Voice Services; and (ii) You shall provide all of the foregoing parties with an alternate method by which to place such calls and, as applicable, to send such messages.
- c. **Cardholder Data.** You acknowledge and agree that when using Engage Voice Services, You will not record Cardholder Data ("CHD") as that term is defined by the PCI Data Security Standard. If You are required to receive CHD using the Engage Voice Services, You will pause any recordings or otherwise ensure that no CHD is being recorded or saved.

### 5. Compliance and Regulations

You disclaim and deny any reliance on any marketing materials relating to the Engage Voice Services with regard to Telephone Consumer Protection Act ("TCPA") compliance and/or the Telemarketing Sales Rule. Any statements regarding the TCPA or other legal compliance are opinion only, and You are ultimately responsible for making your own determinations regarding the requirements of the TCPA and its applicability to the Engage Voice Services.

RingCentral shall not redesign or otherwise modify its Safe Dial product, including any relevant hardware or software, in a manner that would give it the capacity to dial randomly or sequentially generated numbers, function as a predictive dialer or dial numbers in any manner that does not require human intervention for each call.

### 6. Definitions

Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:



1. **“Engage Voice Materials”** means documentation, either electronic or otherwise, that RingCentral provides or makes available to the Customer describing the Engage Voice Services, including the components of each Subscription Package, if applicable, and any other features and functionality offered as part of the Engage Voice Services. The Engage Voice Materials may include without limitation manuals, product descriptions, user or installation instructions, diagrams, printouts, listings, flowcharts and training materials related to the Engage Voice Services.
2. **“Engage Voice Services Order”** is an Order form executed by the Parties under the terms of the Agreement and this Service Attachment, setting out the details of the subscription to the Engage Voice Services, including any Subscription Package, and any additional products, services and functionality purchased by the Customer
3. **“Ramp-Up Period”** is the period of sixty (60) days starting on the Start Date set forth in the Engage Voice Services Order Form.
4. **“Seat”** means either: i) a named license based on the named persons that use the Engage Voice Services, or ii) a concurrent license based on the number of persons simultaneously using the Engage Voice Services.
5. **“Subscription Package”** is a set of Engage Voice Services features and applications, as further defined in the Engage Voice Materials, that could be ordered as a bundle.
6. **“Usage”** means any charges incurred in connection with the use of Your Engage Voice Services, including, without limitation, local, long-distance, international, and toll-free minutes, charges, and any products listed on the Engage Voice Service Order Form.

## SERVICE ATTACHMENT

### SERVICE ATTACHMENT – RINGCENTRAL ENGAGE DIGITAL SERVICES

This Service Attachment is a part of the Master Services Agreement (the “**Agreement**”) that includes the terms and conditions agreed by the Parties under which RingCentral will provide the RingCentral Engage Digital Services to Customer.

In the event of any conflict between the provisions of the Agreement and the provisions of this Service Attachment, such provisions of this Service Attachment will prevail. Capitalized terms that are not defined herein have the definition provided in the Master Services Agreement.

#### 1. Service Overview

RingCentral’s “**Engage Digital Services**” is a cloud-based omnichannel communications platform that receives, routes, replies and displays inbound and outbound messages from digital channels and is comprised of the following components: a customer interaction management platform that unifies all customer-facing communication channels (including communities, email, SMS, website, mobile app, chat and social media communications) using a process workflow, archives questions and answers, forwards questions manually or automatically to the right groups of experts, and supervises a team’s work through statistics.

#### 2. Billing and Payment

##### A. Billing During the Ramp-Up Period.

During the Ramp-Up Period, You shall be billed for the Usage, and any feature add-ons or charges requested by Customer beyond those set forth in the Engage Digital Order Form.

##### B. Billing After Ramp-Up Period.

Starting upon the later of (a) when Seats are activated and admin access has been delivered to You, or (b) the Start Date in the ED Order Form, and until the end of the Term, You agree to pay for: i) Engage Digital Services fees for at least the number of Seats set forth in the ED Order Form (as amended as permitted below) (an “**ED Contract Seat**”) based on the per-seat pricing set forth in the ED Order Form (an “**ED Contract Seat Price**”), as amended from time to time, regardless of the number of Seats being used; and ii) any additional fees set forth in the ED Order Form, including fees for newly added ED Contract Seats as set forth below. If a “Ramp-Up Period” is defined in the ED Order Form and applies to the Engage Digital Services You ordered, You will not be billed for any Usage during the Ramp-Up Period.

##### C. Adding New Engage Digital Contract Seats

You may add ED Contract Seats at any time either through a new ED Order Form or a written amendment executed by You and RingCentral. The Engage Digital Services fees related to these additional ED Contract Seats will be billed at the per Seat price set forth in the ED Order form. For the avoidance of doubt, You will be required to pay for Engage Digital Services fees related to these additional ED Contract Seats until the end of the Term.

##### D. Adding On-Demand Engage Digital Seats

At any time, You may utilize additional Seats with your Engage Digital Services on an as-needed basis (each, an “**On-Demand ED Seat**”). You will be billed for the On-Demand ED Seat at the rate of the ED Contract Seat Price plus twenty dollars (\$20) per month per Seat (the “**On-Demand ED Price**”) until You remove this On-Demand ED Seat from Your Engage Digital Services subscription (which You may do at any time in your discretion). Engage Digital Services fees for any On-

Demand ED Seats will be charged for the full month, regardless of the number of days used. For each monthly billing period, You will be charged for the highest number of On-Demand ED Seats used within such billing period. Fees for other Engage Digital Service licenses may be billed at the price set forth in the ED Order Form.

### **3. Engage Digital Services, Settings, and Modifications**

The settings and preferences for your Engage Digital Services, including without limitation, user rights, user skills, and permissions; routing, points of contact, scripts; registration information; and activation of On-Demand ED Seats, among others, may be set and modified by those individuals whom You allow to have access to the web console ("Account Administrators"). The Customer acknowledges that the acts or omissions of the Account Administrators may result in additional charges or affect Engage Digital Services. The Customer will be solely responsible for the acts or omissions and the impact on billable amounts of the Account Administrators.

### **4. Use of Engage Digital Services**

You acknowledge and agree that all use of the Engage Digital Services shall be subject to this Service Attachment and the Agreement, including without limitation the use policies and data privacy policies in the Agreement. You acknowledge and agree that You are fully responsible and liable for all use of the Engage Digital Services, any software used in conjunction with the Engage Digital Services, and any and all fees and charges that are incurred as a result of such use. Notwithstanding anything to the contrary stated in the Agreement, the use of the Engage Digital Services shall be subject to the following terms:

#### **E. Use of the Software Service**

The use of the Engage Digital Services is strictly limited to the following: (i) to access, read and reply to incoming messages; (ii) to supervise, analyze and use incoming messages; and (iii) to collect, manage and process the Customer Content.

#### **Access and Codes**

Customer's End Users will be provided with personal access codes (username and password) and must keep those codes strictly confidential. Those End Users are responsible for protecting their access codes and undertake not to disclose them to any person. If a Customer End User becomes aware of a breach of confidentiality (accidental disclosure (loss, theft etc.) or deliberate disclosure), the Customer shall immediately email RingCentral at [security.paris@ringcentral.com](mailto:security.paris@ringcentral.com). If that breach of confidentiality leads to a personal data breach, Customer shall inform RingCentral without undue delay after becoming aware thereof. Whenever a Customer End User is authenticated using Secure Access and a password, the holder of the Secure Access used will be irrefutably presumed to have carried out the transactions performed using that Secure Access.

#### **Restrictions On Use**

The Customer and Customer's End Users may not use the Engage Digital Services to:

- i. store or transfer unlawful or fraudulent data or data infringing third-party rights;
- ii. store or transfer viruses or malware;
- iii. harm the integrity or performance of the data or the Engage Digital Services;
- iv. attempt to breach the restricted access policy;
- v. circumvent a contractual restriction on use;
- vi. copy all or part of the Engage Digital Services, including functionalities and interfaces;
- vii. copy documentation for an unauthorised use;
- viii. encapsulate or reproduce all or part of the Engage Digital Services unless formally authorized by RingCentral;
- ix. access or use the Engage Digital Services in an attempt to develop a competing product; or
- x. attempt to reverse engineer the Engage Digital Services.

## 5. Disclaimer of Warranties

The Services is provided “as is” and that the RingCentral does not warrant any of the following, in any circumstances whatsoever: (i) that the Engage Digital Services is suitable for a specific need or the Customer’s business operations; (ii) that the Engage Digital Services is able to perform the tasks or reach the targets or results set by the Customer; (iii) that there are no flaws in the Engage Digital Services; (iv) that the Engage Digital Services will be accessible without interruption; (v) that the data generated from the Connected Third-Party Services will be collected in a timely manner or that it will be complete; (vi) compliance with any legislation other than the legislation expressly stated; (vii) the existence, accuracy, quality, integrity, lawfulness, ownership or truthfulness of the data generated from the Connected Third-Party Services.

## 6. Suspension of Service

The RingCentral reserves the right to suspend access to the Engage Digital Services in the following cases: (i) non-compliance with these terms of use; (ii) if the Customer uses the Engage Digital Services in a manner that breaches the law (or if such a breach is imminent); (iii) if it triggers a spike of unusual traffic leading RingCentral to believe that the traffic is fraudulent or having a serious impact on the performance of the Engage Digital Services; (iv) if it is the target of a law prohibiting it from using the Engage Digital Services; or (v) if it fails to comply with the various orders to pay sent following a payment default. The provision of and access to the Service for such a Customer will resume as soon as the above-mentioned breach triggering the suspension of the Service has been cured.

## 7. Definitions

Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:

1. **“Connected Third-Party Service”** means the community, social media or messaging platforms or any other independent communication service, from which data is collected by the Engage Digital Services.
2. **“ED Order Form”** is an order form executed by the Parties under the terms of the Agreement and this Service Attachment, setting out the details of the subscription to the Engage Digital Services, including any additional products, services and functionality purchased by the Customer.
3. **“Ramp-Up Period”** is the period of sixty (60) days starting on the Start Date set forth in the Engage Digital Services Order Form.
4. **“Seat”** means either: i) a named license based on the named persons that use the Engage Digital Services, or ii) a concurrent license based on the number of persons simultaneously using the Engage Digital Services.
5. **“Secure Access”** means a personal username/password combination granting access to an Administrator Account or an End User Account.
6. **“Usage”** means any charges incurred in connection with the use of Your ED Services, including the charges and products listed on the ED Order Form.

ATTACHMENT

SERVICE LEVEL AGREEMENT FOR RINGCENTRAL OFFICE SERVICES

This Service Level Agreement for Office Services (the “Office SLA”) is a part of the Master Services Agreement (the “Agreement”) that includes the Service Availability levels RingCentral commits to deliver on the RingCentral Network for RingCentral Office Services.

1. Overview

RingCentral will maintain the following performance levels:

|                                                      | Performance Level |
|------------------------------------------------------|-------------------|
| Voice Services Availability<br>(Monthly Calculation) | 99.999%           |
| Quality of Voice Service<br>(Monthly Calculation)    | 3.8 MOS Score     |

2. Minimum Eligibility

Customer is entitled to the benefits of this Office SLA only to the extent that Customer maintains a minimum of fifty (50) Digital Lines under the Office Service Attachment with a minimum twelve (12) month Term. This Office SLA shall not apply to any period of time where Customer does not meet the foregoing requirements.

3. Service Delivery Commitments

a. Calculation of Service Availability for Voice Services

Service Availability =  $[1 - ((\text{number of minutes of Down Time} \times \text{number of Impacted Users}) / (\text{total number users} \times \text{total number of minutes in a calendar month}))] \times 100$

Service Availability shall be rounded to nearest thousandth of a percent in determining the applicable credit. Service Credits for Down Time will not exceed 30% MRC.

b. Calculation of Service Credits

Customer is entitled to the Accelerated Service Credits calculated based on the table below:

b.1 Accelerated Service Credit Table

| Voice Service Availability | Service Credits |
|----------------------------|-----------------|
| ≥ 99.999%                  | 0% MRC          |
| ≥ 99.500% and < 99.999%    | 5% MRC          |
| ≥ 99.000% and < 99.500%    | 10% MRC         |
| ≥ 95.000% and < 99.000%    | 20% MRC         |
| < 95.000%                  | 30% MRC         |

c. No Cumulative Credits

Where a single incident of Down Time affects Office Services and any other Services provided by RingCentral and covered under a separate service level agreement executed between the parties, resulting in Service Credits under both agreements, Customer is entitled to claim Service Credits under one of the agreements, but not for both.

Service Credits to be paid under this Office SLA will be calculated based on Customer’s RingCentral Office MRC only and will not include any other fees paid by RingCentral for any other Services, (e.g., Contact Center Services). Service Credits may not exceed the total MRC paid for the relevant Services.

d. Qualifying for Service Credits.

Service Credits for Down Time will accrue only to the extent:

- Down Time exceeds 1 minute.
- Customer reports the occurrence of Down Time to RingCentral by opening a Support Case within twenty-four (24) hours of the conclusion of the applicable Down Time period;
- RingCentral confirms that the Down Time was the result of an outage or fault on the RingCentral Network; and
- Customer is not in material breach of the Agreement, including its payment obligations.
- Customer must submit a written request for Service Credits to Customer Care within thirty (30) days of the date the Support Case was opened by Customer, including a short explanation of the credit claimed and the number of the corresponding Support Case;

4. Quality of Service Commitments

- Quality of Service Targets.** RingCentral will maintain an average MOS score of 3.8 over each calendar month for Customer Sites in the Territory, except to the extent that Customer endpoints connect via public WiFi, a low bandwidth mobile data connection (3G or lower), or Customer uses of narrowband codecs such as G.729.
- Quality of Service Report:** Customer may request a Quality of Service Report for the preceding calendar month by submitting a Support Case. RingCentral will endeavor to provide the Quality of Service Report within five (5) business days.
- Diagnostic Investigation:** If the Quality of Service Report shows a failure to meet the target 3.8 average MOS as calculated under this Section, RingCentral will use industry-standard diagnostic techniques to investigate the cause of the failure. Customer shall cooperate with RingCentral in this investigation fully and in good faith.
- Diagnostic Remediation.** Based on its investigation, RingCentral will provide a reasonable determination of the root cause(s) of any failure for the quality of service to meet the target MOS of 3.8. RingCentral will resolve any root cause(s) on the RingCentral Network; Customer shall timely implement settings or other resolution advised by RingCentral to improve the quality of service.

5. Chronic Service Failures

- a. **Service Availability:** Customer may terminate the Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet a Service Availability of at least 99.9% on the RingCentral Network for Voice Services during any three (3) calendar Months in any continuous 6 Month period, and customer has timely reported Down Time as set forth herein.
- b. **Quality of Service:** Customer may terminate the affected Customers Sites under its Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet a minimum MOS, as measured in duly requested Quality of Service Reports, for the affected Customer Sites within months of the date of Customer's initial Support Case requesting a Quality of Service Report, except that such right inures only to the extent that Customer has complied fully and in good faith with the cooperation requirements and timely implemented all suggestions from RingCentral, in RingCentral's sole reasonable judgment.
- c. To exercise its termination right under this Office SLA, Customer must deliver written notice of termination to RingCentral no later than ten (10) business days after its right to terminate under this Section accrues.

#### 6. Sole Remedy

The remedies available pursuant to this Office SLA (i.e. the issuance of credits and termination for chronic service failure) shall be Customer's sole remedy for any failure to meet committed services levels under this Office SLA.

#### 7. Definitions

Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Level Agreement, the following terms have the meanings set forth below:

- a) **"Down Time"** is an unscheduled period during which the Voice Services for RingCentral Office on the RingCentral Network are interrupted and not usable, except that Down Time does not include unavailability or interruptions due to (1) acts or omissions of Customer; (2) an event of a Force Majeure; or (3) Customer's breach of the Agreement. Down Time begins to accrue after one (1) minute of unavailability, per incident.
- b) **"Impacted User"** means a user with a Digital Line affected by Down Time. In the event that due to the nature of the incident it is not possible for RingCentral to identify the exact number of users with a Digital Line affected by Down Time, RingCentral will calculate the Impacted Users on a User-Equivalency basis as defined below.
- c) **"MOS"** means the Mean Opinion Score, determined according to the ITU-T E-model, as approved in June 2015, rounding to the nearest tenth of a percent. MOS provides a prediction of the expected voice quality, as perceived by a typical telephone user, for an end-to-end (i.e. mouth-to-

ear) telephone connection under conversational conditions. MOS is measured by RingCentral using network parameters between the Customer endpoint, e.g., the IP Phone or Softphone, and the RingCentral Network, and will accurately reflect quality of the call to the caller using the Voice Services.

- d) **"MRC"** means the monthly recurring subscription charges (excluding taxes, administrative or government mandated fees, metered billings, etc.) owed by Customer to RingCentral for Office Services for the relevant month. If customer is billed other than on a monthly basis, MRC refers to the pro-rata portion of the recurring subscription charges for the relevant calendar month. MRC does not include one-time charges such as phone equipment costs, set-up fees, and similar amounts, nor does it include any charges or fees for services other than Office Services.
- e) **"Quality of Service Report"** means a technical report provided by RingCentral, detailing MOS and related technical information.
- f) **"RingCentral Network"** means the network and supporting facilities between and among the RingCentral points of presence ("PoP(s)"), up to and including the interconnection point between the RingCentral's network and facilities, and the public Internet, and the PSTN. The RingCentral Network does not include the public Internet, a Customer's own private network, or the Public Switched Telephone Network (PSTN).
- g) **"Service Availability"** is the time for which Voice Services for RingCentral Office are available on the RingCentral Network, expressed as a percentage of the total time in the relevant calendar month, and calculated as set forth above.
- h) **"Service Credits"** means the amount that RingCentral will credit a Customer's account pursuant to this Office SLA.
- i) **"Site"** means a physical location in the Territory at which Customer deploys and regularly uses at least five (5) RingCentral Digital Lines. A Digital Line used outside such physical location for a majority of days in the relevant calendar month, such as home offices, virtual offices, or other remote use, will not be included in the line count for this purpose.
- j) **"Support Case"** means an inquiry or incident reported by the Customer, through its Helpdesk Support, to Customer Care via the designated Customer Care portal.
- k) **"Territory"** means those countries in which Customers subscribes to RingCentral Office or Global Office Services.
- l) **"User-Equivalency"** means the calculation made by RingCentral to estimate the percentage of the Voice Services impacted by the Down Time. RingCentral may use number of calls, network, device information, vendor and customer reports, and its own technical expertise to make these calculations.
- m) **"Voice Services"** means the audio portion of the Services, across endpoints, including the Softphone, and IP desk phone.

ATTACHMENT

SERVICE LEVEL AGREEMENT FOR CONTACT CENTER SERVICES

This Service Level Agreement for Contact Center Services (the “Contact Center SLA”) is a part of the Master Services Agreement (the “Agreement”) that includes the Service Availability levels RingCentral commits to deliver on the RingCentral Network for Contact Center Services.

1. Overview

RingCentral will maintain the Quality of Service for Contact Center Services at the performance levels as defined below:

|                                            | Core Services | Predictive Dialing | Workforce Optimization |
|--------------------------------------------|---------------|--------------------|------------------------|
| Service Availability (Monthly Calculation) | 99.999%       | 99.900%            | 99.500%                |
| Maximum Credit                             | 15% of MRC    | 20% of MRC         | 20% of MRC             |

2. Minimum Eligibility

Customer is entitled to the benefits of this Contact Center SLA only to the extent that Customer maintains a minimum of ten (10) Contact Center Seats under the Agreement with a minimum twelve (12) month Initial Term and twelve (12) month Renewal Term. This Contact Center SLA shall not apply to any period of time where Customer does not meet the foregoing requirements.

3. Service Delivery Commitments

a. Calculation of Service Availability.

Service Availability =  $[1 - ((\text{number of minutes of Down Time} \times \text{number of impacted users}) / (\text{total number users} \times \text{total number of minutes in a calendar month}))] \times 100$

Availability shall be rounded to nearest hundredth of a percent in determining the applicable credit.

b. Calculation of Service Credits.

- Service Credits only begin to accrue after Service Availability falls below a certain percentage (shown in the tables below).
- Customer is entitled to Core Services Service Credits according to the following table:

| Service Availability    | Service Credits |
|-------------------------|-----------------|
| ≥ 99.990%               | 0% MRC          |
| ≥ 99.950% and ≤ 99.989% | 5% MRC          |
| ≥ 99.900% and ≤ 99.949% | 10% MRC         |
| < 99.899%               | 15% MRC         |

- Customer is entitled to Predictive Dialing Service Credits according to the following table:

| Service Availability    | Service Credits |
|-------------------------|-----------------|
| ≥ 99.900%               | 0% MRC          |
| ≥ 99.000% and ≤ 99.899% | 5% MRC          |
| < 98.999%               | 20% MRC         |

- Customer is entitled to Workforce Optimization Service Credits according to the following table:

| Service Availability    | Service Credits |
|-------------------------|-----------------|
| ≥ 99.500%               | 0% MRC          |
| ≥ 99.000% and ≤ 99.499% | 5% MRC          |
| < 98.999%               | 20% MRC         |

c. Qualifying for Service Credits. Service Credits for Down Time will accrue only to the extent:

- Service Availability falls below the percentage for each relevant Contact Center Service as illustrated in the tables (above) under Calculation of Service Credits.
- Customer reports the occurrence of Down Time to RingCentral by opening a Support Case within twenty-four (24) hours of the beginning of the applicable Down Time period;
- Customer must submit a written request for Service Credits to Customer Care within ten (10) business days of the date the Support Case was opened by Customer, including a short explanation of the credit claimed and the number of the corresponding Support Case;
- RingCentral confirms that the Down Time was the result of an outage or fault on the RingCentral Network; and
- Customer is not in material breach of the Agreement, including its payments obligations.

d. Finality of Decisions. Credits may be issued in RingCentral’s sole reasonable discretion, and will expire at the expiration or termination of the Agreement.

4. Chronic Service Failures

- Service Availability:** Customer may terminate the Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees if customer accrues Maximum Service Credits for Down Time for Contact Center Core Services during any three (3) calendar Months in any continuous 6 Month period, and customer has timely reported Down Time as set forth herein.
- To exercise its termination right under this Contact Center SLA, Customer must deliver written notice of termination to RingCentral no later than ten (10) business days after its right to terminate under this Section accrues.

5. Sole Remedy

The remedies available pursuant to this Contact Center SLA (i.e., the issuance of credits and termination for chronic service failure) shall be Customer’s sole remedy for any failure to meet committed services levels under this Agreement.

6. Definitions

**Definitions.** Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Level Agreement, the following terms have the meanings set forth below:

- a) **"Automatic Call Distributor"** or **"ACD"** means a module that uses skills-based routing to route incoming calls, emails, chats, and other interactions to the best available agent.
- b) **"Contact Center Services"** include Core Services, Predictive Dialing Services, and Workforce Optimization.
- c) **"Core Services"** includes the following services:
  - (i) place or receive a domestic or international voice phone call over a Virtual Extension;
  - (ii) receive a call from an 8YY service on a Virtual Extension; and
  - (iii) contact routing services for ACD, IVR or outbound call campaigns,
  - (iv) client-side user interface and computer telephony interface APIs in order to receive or place a call, and
  - (v) all real-time communication channels to receive and send communications to customers through non-voice communication channels such as SMS and chat, if available and applicable.
- d) **"Down Time"** is an unscheduled period during which the Contact Center Services on the RingCentral Network are interrupted and not usable, except that Down Time does not include unavailability or interruptions due to (1) acts or omissions of Customer; (2) an event of a Force Majeure; or (3) Customer's breach of the Agreement.
- e) **"Interactive Voice Response"** or **"IVR"** means a module that allows customers to script automated voice interactions, accessing third party services and databases when needed to service the customer.
- f) **"MRC"** means the monthly recurring subscription charges (excluding taxes, administrative or government mandated fees, metered billings, etc.) owed by Customer to RingCentral for Contact Center Services for the relevant month. If customer is billed other than on a monthly basis, MRC refers to the pro-rata portion of the recurring subscription charges for the relevant calendar month. MRC

does not include one-time charges such as phone equipment costs, set-up fees, and similar amounts, nor does it include any charges or fees for services other than Contact Center Services.

- g) **"Predictive Dialing Services"** includes the following features:
  - (i) Personal Connection™ Outbound Solution
  - (ii) Supplier Dialer,
  - (iii) Campaign Manager,
  - (iv) Agent Dialer, and
  - (v) Reporter.
- h) **"RingCentral Network"** means the network and supporting facilities between and among the RingCentral points of presence ("PoP(s)"), up to and including the interconnection point between the RingCentral's network and facilities, and the public Internet, and the PSTN. The RingCentral Network does not include the public Internet, a Customer's own private network, or the Public Switched Telephone Network (PSTN). The RingCentral Network includes the facilities of underlying provider of the Contact Center Services subcontracted by RingCentral.
- i) **"Service Availability"** is the time for which Contact Center Services are available on the RingCentral Network, expressed as a percentage of the total time in the relevant calendar month, and calculated as set forth below.
- j) **"Service Credits"** means the amount that RingCentral will credit a Customer's account pursuant to this Contact Center SLA.
- k) **"Support Case"** means an inquiry or incident reported by the Customer, through its Helpdesk Support, to Customer Care via the designated Customer Care portal.
- l) **"Workforce Optimization"** includes the following features:
  - (i) Supplier Workforce Manager,
  - (ii) Supplier Quality Management,
  - (iii) Supplier Performance Management,
  - (iv) Supplier Speech and Text Analytics.
- m) **"Virtual Extension"** refers to the access provided to the audio portion of the Contact Center Services, which allows the user for a Seat to place and receive calls.



## ATTACHMENT

## SERVICE LEVEL AGREEMENT FOR ENGAGE DIGITAL SERVICES

This Service Level Agreement for Engage Digital Services (the “**Engage Digital SLA**”) is a part of the Master Service Agreement (the “**Agreement**”) that includes the Service Availability levels RingCentral commits to deliver on the RingCentral Network for Engage Digital Services.

### 1. Overview

RingCentral will maintain the Quality of Service for Engage Digital Services at the performance levels as defined below:

|                                                       | Engage Digital Core Services |
|-------------------------------------------------------|------------------------------|
| <b>Service Availability<br/>(Monthly Calculation)</b> | 99.9%                        |
| <b>Maximum Credit</b>                                 | 15% of MRC                   |

2. **Minimum Eligibility.** Customer is entitled to the benefits of this Engage Digital SLA only to the extent that Customer maintains a minimum of ten (10) Engage Digital Seats under the Agreement with a minimum twelve (12) month Initial Term and twelve (12) month Renewal Term. This Engage Digital SLA shall not apply to any period of time where Customer does not meet the foregoing requirements.

### 3. Service Delivery Commitments

#### a. Calculation of Service Availability.

Service Availability =  $\left[ 1 - \left( \frac{\text{number of minutes of Down Time} \times \text{number of impacted users}}{\text{total number users} \times \text{total number of minutes in a calendar month}} \right) \right] \times 100$

Availability shall be rounded to nearest hundredth of a percent in determining the applicable credit.

#### b. Calculation of Service Credits.

- i. Service Credits only begin to accrue after Service Availability falls below a certain percentage (shown in the tables below).
- ii. Customer is entitled to Service Credits according to the following table:

| Service Availability           | Service Credits |
|--------------------------------|-----------------|
| $\geq 99.99\%$                 | 0% MRC          |
| $\geq 99.95$ and $< 99.99\%$   | 5% MRC          |
| $\geq 99.90\%$ and $< 99.95\%$ | 10% MRC         |
| $< 99.90\%$                    | 15% MRC         |

**c. Qualifying for Service Credits.** Service Credits for Down Time will accrue only to the extent:

- i. Service Availability falls below the percentage for as illustrated in the table (above) under Calculation of Service Credits.
- ii. Customer reports the occurrence of Down Time to RingCentral by opening a Support Case within twenty-four (24) hours of the beginning of the applicable Down Time period;
- iii. Customer must submit a written request for Service Credits to Customer Care within ten (10) business days of the date the Support Case was opened by Customer, including a short explanation of the credit claimed and the number of the corresponding Support Case;
- iv. RingCentral confirms that the Down Time was the result of an outage or fault on the RingCentral Network; and
- v. Customer is not in material breach of the Agreement, including its payments obligations.

**d. Finality of Decisions.** Service Credits may be issued in RingCentral's sole reasonable discretion, and will expire at the expiration or termination of the Agreement.

**4. Sole Remedy.** The remedies available pursuant to this Engage Digital SLA (e.g. the issuance of Service Credits) shall be Customer's sole remedy for any failure to meet committed service levels under this Agreement.

**5. Definitions.** Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Level Agreement, the following terms have the meanings set forth below:

- a) **"Engage Digital Services"** is a cloud-based omnichannel communications platform that receives, routes, replies and displays inbound and outbound messages from digital channels. Digital channels include native channels provided by RingCentral as well as third party channels. For the avoidance of doubt, third party digital channels are not included within the RingCentral Network and as a result are not subject to this SLA.
- b) **"Down Time"** is an unscheduled period during which the Engage Digital Services on the RingCentral Network are interrupted and not usable, except that Down Time does not include unavailability or interruptions due to (1) acts or omissions of Customer; (2) an event of a Force Majeure; or (3) Customer's breach of the Agreement.
- c) **"MRC"** means the monthly recurring subscription charges (excluding taxes, administrative or government mandated fees, metered billings, etc.) owed by Customer to RingCentral for Engage Digital Services for the relevant month. If Customer is billed other than on a monthly basis, MRC refers to the pro-rata portion of the recurring subscription charges for the relevant calendar month. MRC does not include one-time charges such as phone equipment costs, set-up fees, and similar amounts, nor does it include any charges or fees for services other than Engage Digital Services.
- d) **"RingCentral Network"** means the RingCentral owned facilities used in providing access to the Services. The RingCentral Network does not include the public Internet, the PSTN, any third-party service or integration, or changes to API's of third-party services.
- e) **"Service Availability"** is the time for which Engage Digital Services are available on the RingCentral Network, expressed as a percentage of the total time in the relevant calendar month, and calculated as described above.
- f) **"Service Credits"** means the amount that RingCentral will credit a Customer's account pursuant to this Engage Digital SLA.
- g) **"Support Case"** means an inquiry or incident reported by the Customer, through its Helpdesk Support, to Customer Care via the designated Customer Care portal.

## ATTACHMENT

## SERVICE LEVEL AGREEMENT FOR ENGAGE VOICE SERVICES

This Service Level Agreement for Engage Voice Services (the “**Engage Voice SLA**”) is a part of the Master Services Agreement (the “**Agreement**”) that includes the Service Availability levels RingCentral commits to deliver on the RingCentral Network for Engage Voice Services.

### 1. Overview

RingCentral will maintain the Quality of Service for the Engage Voice Core Services at the performance levels as defined below:

|                                               | Core Services |
|-----------------------------------------------|---------------|
| Service Availability<br>(Monthly Calculation) | 99.99%        |
| Maximum Credit                                | 15% of MRC    |

2. **Minimum Eligibility.** Customer is entitled to the benefits of this Engage Voice SLA only to the extent that Customer maintains a minimum of ten (10) Engage Voice Seats under the Agreement with a minimum twelve (12) month Initial Term and twelve (12) month Renewal Term. This Engage Voice SLA shall not apply to any period of time where Customer does not meet the foregoing requirements.

### 3. Service Delivery Commitments

#### a. Calculation of Service Availability.

Service Availability =  $[1 - ((\text{number of minutes of Down Time} \times \text{number of impacted users}) / (\text{total number users} \times \text{total number of minutes in a calendar month}))] \times 100$

Availability shall be rounded to nearest hundredth of a percent in determining the applicable credit.

#### b. Calculation of Service Credits.

- i. Service Credits only begin to accrue after Service Availability falls below a certain percentage (shown in the tables below).
- ii. Customer is entitled to Service Credits for the Engage Voice Core Services according to the following table:

| Service Availability | Service Credits |
|----------------------|-----------------|
| ≥ 99.99%             | 0% MRC          |
| ≥ 99.95 and < 99.99% | 5% MRC          |

|                      |         |
|----------------------|---------|
| ≥ 99.90 and < 99.95% | 10% MRC |
| < 99.90%             | 15% MRC |

- c. Qualifying for Service Credits.** Service Credits for Down Time will accrue only to the extent:
- Service Availability falls below the percentage as illustrated in the tables (above) under Calculation of Service Credits.
  - Customer reports the occurrence of Down Time to RingCentral Customer Service by opening a Support Case within twenty-four (24) hours of the beginning of the applicable Down Time period;
  - Customer must submit a written request for Service Credits to Customer Care within ten (10) business days of the date the Support Case was opened by Customer, including a short explanation of the credit claimed and the number of the corresponding Support Case;
  - RingCentral confirms that the Down Time was the result of an outage or fault on the RingCentral Network; and
  - Customer is not in material breach of the Agreement, including its payments obligations.
- d. Finality of Decisions.** Credits may be issued in RingCentral's sole reasonable discretion, and will expire at the expiration or termination of the Agreement.

#### 4. Chronic Service Failures

- Service Availability:** Customer may terminate the Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees if customer accrues Maximum Service Credits for Down Time for Engage Voice Core Services during any three (3) calendar Months in any continuous 6-Month period, and customer has timely reported Down Time as set forth herein.
- To exercise its termination right under this Engage Voice SLA, Customer must deliver written notice of termination to RingCentral no later than ten (10) business days after its right to terminate under this Section accrues.

#### 5. Sole Remedy

The remedies available pursuant to this Engage Voice SLA (i.e., the issuance of credits and termination for chronic service failure) shall be Customer's sole remedy for any failure to meet committed services levels under this Agreement.

#### 6. Definitions

**Definitions.** Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Level Agreement, the following terms have the meanings set forth below:

- "Engage Voice Services" include Core Services and Non-Core Services.**
- "Core Services" includes the following services:**
  - Inbound and Outbound Call Termination;
  - IVR, Text to Speech and Speech Recognition;
  - Recording of Calls; and

- (iv) Client-side User Interface and Computer Telephony Interface APIs for Receiving or Placing a call and Authenticating Users.
- c) **“Down Time”** is an unscheduled period during which the Engage Voice Services on the RingCentral Network are interrupted and not usable, except that Down Time does not include unavailability or interruptions due to (1) acts or omissions of Customer; (2) an event of a Force Majeure; or (3) Customer’s breach of the Agreement. For the avoidance of doubt,
- d) **“Interactive Voice Response” or “IVR”** means a module that allows customers to script automated voice interactions, accessing third party services and databases when needed to service the customer.
- e) **“MRC”** means the monthly recurring subscription charges (excluding taxes, administrative or government mandated fees, metered billings, etc.) owed by Customer to RingCentral for Engage Voice Services for the relevant month. If customer is billed other than on a monthly basis, MRC refers to the pro-rata portion of the recurring subscription charges for the relevant calendar month. MRC does not include one-time charges such as phone equipment costs, set-up fees, and similar amounts, nor does it include any charges or fees for services other than Engage Voice Services.
- f) **“Non-Core Services”** means any features not expressly identified as a Core Service. For the avoidance of doubt, Non-Core Services includes the following features:
  - (i) Historical Reports;
  - (ii) RealTime Dashboards;
  - (iii) Call Recording Administration, Delivery, and Retrieval; and
  - (iv) Integrations, including Workforce Management, Workforce Optimization, and CRM.
- g) **“RingCentral Network”** means the network and supporting facilities between and among the RingCentral points of presence (“PoP(s)”), up to and including the interconnection point between the RingCentral’s network and facilities, and the public Internet, and the PSTN. The RingCentral Network does not include the public Internet, or the Public Switched Telephone Network (PSTN). The RingCentral Network includes the facilities of underlying provider of the Engage Voice Services subcontracted by RingCentral.
- h) **“Service Availability”** is the time for which Engage Voice Services are available on the RingCentral Network, expressed as a percentage of the total time in the relevant calendar month, and calculated as set forth below.
- i) **“Service Credits”** means the amount that RingCentral will credit a Customer’s account pursuant to this Engage Voice SLA.
- j) **“Support Case”** means an inquiry or incident reported by the Customer, through its Helpdesk Support, to Customer Care via the designated Customer Care portal.

ATTACHMENT

SERVICE LEVEL AGREEMENT FOR SUPPORT SERVICES

This Service Level Agreement for Support Services (the “Support SLA”) is a part of the Master Services Agreement (the “Agreement”) includes the service levels and objectives for the management and resolution of Customer initiated Support Cases.

1) RingCentral Support

a) Support Case

For non-urgent support requests, Customer should contact Customer Care via the designated Customer Care portal (“Support Case Online”). For urgent support requests, Customer shall utilize the support number located on the portal (“Phone Support”).

b) Support Availability.

RingCentral will maintain technical support via telephone and web access twenty-four (24) hours per day, seven (7) days per week and three hundred sixty-five (365) days per year.

3) Response Objectives.

1. Average Phone Support Response Time SLA – RingCentral shall endeavor to answer seventy-five percent (75%) of all Phone Supports received in calendar month within an average of two (2) minutes.
2. Support Case Online Response Time SLA– RingCentral’s shall endeavor to provide a response within twenty-four (24) hours of the opening of the Support Case Online.

2) Support Reports

Within ten (10) business days of Customer’s request, RingCentral shall provide Customer with a report covering the prior calendar quarter providing the following Customer data, by month and in the aggregate:

1. Calls Offered and Handled –The total number of phone calls made by Customer to RingCentral Support and the total answered/handled.
2. Service Level Agreement – The percentage of phone calls which met the service level agreement in Section 1(c)1 above.
3. Support Case Online Report - The number of Support Case Online opened, number closed, and first response time for each.
4. Total Cases and Call Driver Report – The total support cases opened and closed across all support channels broken down by type.
5. Aging Report for Open Support Cases – The number of support cases that are open and the age of the open cases at the time the report is run.

3) Support Resolution Service Level Objectives. The SLAs that RingCentral endeavors to meet for Phone Supports.

| Updates and Resolution time |                                                                                                                                                                                 |                                                                    |                 |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|-----------------|
| Severity Level              | Service Failure descriptions                                                                                                                                                    | Updates                                                            | Resolution Time |
| Priority 1                  | Customer experiences a loss of Core Service affecting (a)100% of Digital Lines at one or more Customer Sites or (b) 50 or more Digital Lines in the aggregate across its Sites. | Upon Customer request, Every thirty (30) minutes, until resolution | 4 hours         |

|            |                                                                                                                                                                                                                                                                                                                                                  |                                                                         |                |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|----------------|
|            | A “Core Service” means the inability to use any of the following: <ul style="list-style-type: none"> <li>o Place and receive voice calls.</li> <li>o Host and participate in RingCentral Audio Conference services.</li> <li>o Host and participate in RingCentral Office Video Conferencing services.</li> </ul>                                |                                                                         |                |
| Priority 2 | (A) Customer experiences a loss of Core Services affecting between 20 to 49 Digital Lines in the aggregate across its Sites; or<br>(B) Customer experiences a loss of Services (other than Core Services) affecting (a) 100% of Digital Lines at one or more Customer Site(s) or (b) 50 or more Digital Lines in the aggregate across its Sites. | Every sixty (60) minutes, as requested, until resolution                | 1 business Day |
| Priority 3 | (A) Customer experiences a loss of Service not covered under Priority 1 or 2; or<br>(B) Minor functionality impairment to Services.                                                                                                                                                                                                              | Every business day, if requested by Customer, until service is restored | N/A            |
| Priority 4 | Non-service impacting questions or feature requests (no loss or impairment of Services is involved).                                                                                                                                                                                                                                             | Initial update/response provided upon case being opened.                | N/A            |

4) Service Credits.

i) Resolution Time – If RingCentral fails to resolve a Priority 1 or 2 Phone Support within the Resolution Time, Customer shall be entitled to a credit equal to two percent (2%) of the MRC for the month the SLA was missed.

5) Rules Governing the Calculation of Support Services Credits.

Notwithstanding anything set forth elsewhere in this Support SLA, the calculation of credits shall in all cases be subject to the rules and conditions set forth in this section.

- a) RingCentral will not be liable and will not pay any credits for any delays or failures to meet the response times or Resolutions times set forth in this Support SLAs due to (1) acts or omissions of Customer; (2) an event of a Force Majeure; (3) Customer's breach of the Agreement; (4) interruption, failure or loss of the Services or any functionality caused by any systems or components outside of the RingCentral Network.
- b) Resolution times will start counting from the moment the Customer properly opens a Phone Support ticket.
- c) In the event that due to the nature of the incident it is not possible for RingCentral to identify the exact number of Digital Lines affected by a loss of Service, RingCentral will calculate the impacted Digital Lines on a equivalency- basis using number of calls, network information, device information, vendor and customer reports, and its own technical expertise to make these calculations.
- d) Service Credits will accrue only to the extent:
  - (i) Customer applies for the Service Credits by submitting a written request to RingCentral Technical Support Team within five (5) business days of the last date of the calendar month for which the Service Credit is requested;
  - (ii) Customer is not in material breach of the Office Agreement or the Use Policies, including its payments obligations;
  - (iii) A Phone Support or Support Case Online was properly and timely reported following the Service failure; and
  - (iv) RingCentral confirms the conditions set forth in this Support SLA have been met, and the Customer is entitled to receive the credit.

#### 6) No Cumulative Credits

- a) Where a single incident affecting the Customer would enable the collection of credits under this Support SLA and the right to collect any compensation or credit under any other SLA, Customer may only claim credits under one of the SLAs.
- b) Service Credits to be paid under this Support SLA will be calculated based Customer's RingCentral Office MRC only and will not include any other fees paid by RingCentral for any other Services, (e.g., Contact Center Services). Service Credits may not exceed five percent (5%) MRC paid for the relevant Service for the relevant month.

#### 7) Sole Remedy

The credits available pursuant to this Support SLA shall be Customer's sole remedy for any failure to meet committed services levels under this Support SLA.

#### 8) Definitions

Capitalized terms not defined above or below have the meaning set forth in the Agreement to which this SLA is attached.

- (a) **"Digital Line"** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits an End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
- (b) **"MRC"** means the monthly recurring subscription charges (excluding set-up fees, equipment costs, taxes, administrative or government mandated fees, metered billings, and other similar costs and fees) owed by Customer to RingCentral for Office Services for the relevant month. If customer is billed other than on a monthly basis (e.g. annually), MRC refers to the pro-rata portion of the recurring subscription charges for the relevant calendar month.
- (c) **"RingCentral Network"** means the network and supporting facilities between and among the RingCentral points of presence ("PoP(s)"), up to and including the interconnection point between the RingCentral's network and facilities, and the public Internet, and the PSTN. The RingCentral Network does not include the public Internet, a Customer's own private network, or the Public Switched Telephone Network (PSTN).
- (d) **"Services"** means the Voice Services and/or Video Conferencing Service for RingCentral Office on the RingCentral Network.
- (e) **"Site"** means a physical location in the Territory at which Customer deploys and regularly uses at least five (5) RingCentral Digital Lines. A Digital Line used outside such physical location for a majority of days in the relevant calendar month, such as home offices, virtual offices, or other remote use, will not be included in the line count for a Site.
- (f) **"Video Conferencing"** means the cloud-based video conferencing service that unifies video and audio conferencing, mobility and web meetings offered by RingCentral.
- (g) **"Voice Services"** means the audio portion of the Services, across endpoints, including the Softphone, and IP desk phone

ATTACHMENT

RINGCENTRAL BUSINESS ASSOCIATE AGREEMENT

RingCentral, Inc. and Customer (each a “Party” and collectively the “Parties”) hereby agree to the following terms and conditions of this Business Associate Agreement (this “BAA”), which is attached to the RingCentral Master Service Agreement (the “Agreement”) and is effective as of the execution date of this BAA (the “BAA Effective Date”).

RECITALS

**Whereas**, Customer has, pursuant to the Agreement, purchased one or more services covered by this BAA listed in Annex A (the “Services”);

**Whereas**, Customer desires to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended, along with applicable provisions of the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Rule”) and applicable provisions of the Security Standards for the Protection of Electronic Protected Health Information (“Security Rule”) (collectively the “HIPAA Rules”) and, in compliance with the HIPAA Rules, Customer desires to safeguard Customer’s PHI created, transmitted, received, or maintained by Customer using the Customer’s Account (“Account”);

**Whereas**, as a business associate (as that term is defined in the HIPAA Rules) RingCentral wishes to accommodate Customer’s desire to safeguard PHI that Customer creates, receives, transmits, or maintains using the RingCentral Services, by entering into this BAA, which meets the requirements of 45 C.F.R. §§ 164.314(a) and 164.504(e);

**Now, therefore**, in consideration of the mutual covenants and representations, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Obligations of RingCentral.** RingCentral agrees:

- a) subject to the provisions of Section 2, to use and disclose Customer’s PHI only in connection with the provision of the Services purchased by Customer as part of or related to Customer’s Account(s), as required by law, or for any other purpose permitted by the Agreement, or this BAA, provided that RingCentral may not use or disclose Customer’s PHI in a manner that would violate the requirements of subpart E of 45 C.F.R. Part 164 if done by Customer;
- b) not to use or further disclose Customer’s PHI other than as permitted or required by this BAA, or as required by law;
- c) where required by the HIPAA Rules, to make reasonable efforts to use, disclose, and request only the minimum necessary amount of PHI;
- d) to use appropriate safeguards and comply, where applicable, with subpart C of 45 C.F.R. Part 164 with respect to the protection of Electronic PHI, to prevent use or disclosure of Customer’s PHI other than as provided for by this BAA;
- e) to report to Customer any use or disclosure of Customer’s PHI not provided for by this BAA of which RingCentral becomes aware, including any breach of unsecured PHI as required by 45 C.F.R. § 164.410, and any security incident involving Customer’s PHI of which RingCentral becomes aware; provided, however, that notwithstanding the foregoing, the Parties agree that this BAA serves as notification, and that no further notification is required, of the ongoing existence of Unsuccessful Security Incidents. For purposes of this BAA, an “Unsuccessful Security Incident” includes, without limitation, activity such as pings and other broadcast attacks on RingCentral’s firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, so long as such activity does not result in unauthorized access, use, acquisition, or disclosure of Customer’s PHI;
- f) to ensure that any subcontractor that creates, receives, maintains or transmits Customer’s PHI on behalf of RingCentral agrees to substantially the same restrictions and conditions that apply to RingCentral with respect to such PHI, as required by the HIPAA Rules;
- g) to the extent that RingCentral has been delegated under the Agreement and is to carry out an obligation of Customer

- under Subpart E of 45 C.F.R. Part 164, RingCentral will comply with the requirement(s) of Subpart E of 45 C.F.R. Part 164 that apply to Customer in the performance of such delegated obligation;
- h) to the extent that: (i) Customer provides advanced written notice to RingCentral that RingCentral will maintain PHI in a “Designated Record Set” as defined in the HIPAA Rules (and with the understanding that the Parties do not intend for RingCentral to maintain PHI in a Designated Record Set); and (ii) the Designated Record Set (if any) maintained by RingCentral is not duplicative of records maintained by Customer; RingCentral agrees to:
  - a. upon receipt of a written request from Customer, make available to Customer to inspect and/or obtain a copy of Customer’s PHI maintained by RingCentral in a Designated Record Set, as required under 45 C.F.R. § 164.524, for so long as RingCentral maintains such PHI in a Designated Record Set; and
  - b. upon receipt of a written request from Customer, provide such information to Customer for amendment and incorporate amendments to PHI maintained by RingCentral in a Designated Record Set as agreed to by Customer under 45 C.F.R. § 164.526, for so long as RingCentral maintains such PHI in a Designated Record Set.
- i) to the extent no disclosure exceptions apply under 45 C.F.R. § 164.528, to maintain and to make available to Customer the information required for Customer to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528;
- j) in the event any individual delivers directly to RingCentral a request for an amendment to PHI, access to PHI, or an accounting of disclosures of PHI, to promptly forward such individual request to Customer;
- k) to make its internal practices, books, and records relating to the Use and Disclosure of Customer’s PHI available to the Secretary (as defined in the HIPAA Rules) for purposes of determining Customer’s compliance with 45 C.F.R. Part 164, Subpart E; and
- l) upon termination of this BAA for any reason, if feasible, to



return or destroy all PHI received from Customer, or created or received by RingCentral on behalf of Customer, in connection with this BAA, to the extent it has not been already erased, returned or destroyed, and retain no copies thereof, or, if in RingCentral's opinion such return or destruction is not feasible, to extend the protections of this BAA to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.

2. **Permitted Uses and Disclosures of PHI.** Notwithstanding the other provisions of this BAA, RingCentral is permitted to use or disclose Customer's PHI for its proper management and administration of RingCentral services or to carry out its legal responsibilities, provided that RingCentral may only disclose PHI for such purposes if: (i) the disclosure is required by law or (ii) RingCentral obtains reasonable assurances from the person to whom the PHI is disclosed that the information will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies RingCentral when the confidentiality of the PHI has been breached.

3. **Obligations of Customer.** Customer will:

- a) as between the Parties, assume sole responsibility for obtaining any consent, authorization, or permission that may be required by the HIPAA Rules, or any other applicable laws or regulations prior to using the Services to create, receive, maintain, or transmit PHI, or otherwise provide PHI to RingCentral. Without limiting the foregoing, in the event Customer transmits PHI via text message, or any other method of electronic transmission of PHI (including email or any attachment to email) as part of the Services, Customer agrees to notify the patient whose PHI is to be transmitted that such transmission is not secure and to obtain such individual's consent or authorization, consistent with applicable law, before transmitting any such PHI;
- b) use, disclose, request, and otherwise provide to RingCentral and RingCentral employees only the minimum amount of PHI necessary for RingCentral to provide Services;
- c) notify RingCentral, in writing, of any limitation(s) in Customer's notice of privacy practices that may affect RingCentral's Use or Disclosure of Customer's PHI;
- d) notify RingCentral, in writing, of any changes in, or revocation of, permission by an individual to use or disclose any of his or her PHI, to the extent that such changes may affect RingCentral's Use or Disclosure of Customer's PHI;
- e) notify RingCentral, in writing, of any restriction on the use or disclosure of PHI that Customer has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect RingCentral's use or disclosure of Customer's PHI; and
- f) not request that RingCentral use or disclose Customer's PHI in a manner that would not be permissible under the HIPAA Rules if done by Customer.

4. **Effect of Limitations and Restrictions.** The Parties agree that in the event RingCentral believes that any limitation(s) or restriction(s) on the use or disclosure of PHI disclosed by Customer pursuant to Section 3 may materially impair RingCentral's ability to provide Services or materially affect RingCentral's costs of providing Services, the Parties will promptly negotiate in good faith an amendment to Agreement that is necessary to adjust RingCentral's obligations and/or reflect RingCentral's increased costs. In the event such negotiations are unsuccessful, RingCentral may terminate this BAA and the Agreement without penalty or further obligation to RingCentral.

5. **Customer Integrations.**

- a) Notwithstanding any provision to the contrary in any agreement between the Parties, this BAA applies only to Services offered by RingCentral as described in Annex A.
- b) Pursuant to the limitations contained in the Agreement between the Parties and applicable RingCentral policies, Customer may choose to, at its own risk, use third party or Customer's own applications, services, devices, APIs, or any other technology (whether utilized by Customer or a third party on behalf of Customer and whether implemented by RingCentral or not) which integrate with the Services or that transfer data to or from the Services ("**Customer Integrations**").
- c) Customer understands and agrees that Customer Integrations are outside the scope of the Parties' primary agreement and of this Business Associate Agreement.
- d) Notwithstanding any provision to the contrary in any agreement between the Parties, RingCentral has no responsibility or liability for, and disclaims any warranties or representations relating to, any Customer Integrations.
- e) For the avoidance of doubt, RingCentral will have no obligations or liability for the privacy, security, confidentiality, availability, or integrity of any Customer Integrations, or any PHI or other data processed, handled, sent, stored, created, received, maintained, or transmitted in connection with any Customer Integrations or through any applications, services, devices, APIs, or any other technology not provided within RingCentral Services.

6. **Term.** The term of this BAA (the "**BAA Term**") commences on the BAA Effective Date and runs continuously with the term of the Agreement, unless sooner terminated by either Party in accordance with Section 7.

7. **Termination.**

- a) **Automatic BAA Termination.** Termination or expiration of the Agreement for any reason will result in the termination of this BAA.
- b) **Direct BAA Termination.** In the event that either Party violates a material term of this BAA, the other Party may terminate the BAA, provided that the non-breaching Party provides written notice to the breaching Party of such breach and provides the breaching Party with an opportunity to cure the breach or end the violation. If such violation is not cured within thirty (30) days, the non-breaching Party may terminate this BAA. In the event that the BAA is terminated pursuant to this section, either Party may terminate the Agreement.

8. **Miscellaneous.**

- a) **Definitions.** All capitalized terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. Subject to the immediately foregoing sentence, any other terms that are not defined in this BAA or the Agreement but that are defined under the HIPAA Rules have the same meaning as defined under the HIPAA Rules. For purposes of this BAA, "**PHI**" means "protected health information" as that term is defined in the HIPAA Rules, limited to such information created, received, maintained, or transmitted by RingCentral for or on behalf of Customer.
- b) **No Third Party Beneficiaries.** Nothing in this BAA, express or implied, is intended to confer or will confer upon any person or entity other than the Parties any right, benefit, or remedy as a third party beneficiary or by any other nature whatsoever under or by reason of this BAA.
- c) **Notices.** All notices or other communications to be given under this BAA are deemed given when emailed.

To Customer: The postal and email address on file at the time of notice for an Account

To RingCentral: RingCentral, Inc.  
Attn.: Legal Department  
20 Davis Drive  
Belmont, California 94002  
[HIPAA@ringcentral.com](mailto:HIPAA@ringcentral.com)

defined in the HIPAA Rules) pursuant to HIPAA. This BAA, together with the Agreement, states the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter.

#### ANNEX A

#### LIST OF RINGCENTRAL SERVICES COVERED BY THIS BAA

If purchased, the following Services are covered by this BAA:

- d) Modification. No modification or amendment of this BAA will be effective unless set forth in a document specifically referencing this BAA that is executed by both Parties.
- e) Counterparts. This BAA may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- f) Entire Agreement. RingCentral will be bound by the terms of this BAA only to the extent that: (i) Customer is a "Covered Entity" or "Business Associate" (as these terms are defined in the HIPAA Rules) pursuant to HIPAA; and (ii) RingCentral is acting as Customer's "Business Associate" (as that term is

- RingCentral Office
- RingCentral Contact Center
- RingCentral Video (RCV)

## ATTACHMENT

### RINGCENTRAL SECURITY ADDENDUM

This Security Addendum only applies to the following Services: RingCentral Office, Unify Office, Avaya Cloud Office, Glip, RingCentral Contact Center, Engage Voice, and Engage Digital. All other Services are excluded from this Security Addendum unless expressly stated otherwise in writing by RingCentral.

This RingCentral Security Addendum sets forth the minimum terms and conditions related to RingCentral's information security program and infrastructure policies that RingCentral agrees to meet and maintain pursuant to the Agreement to which this Security Addendum is attached.

The Security Terms outlined below shall not apply to Customer-facing Services features (e.g. the login to an End User's RingCentral application), nor shall these terms and conditions apply to how Customer manages their own internal corporate security measures or Customer's management of any security settings on the Customer's instance of the Services

#### 1. Definitions

For purposes of this Security Addendum only, capitalized terms, not otherwise defined herein, have the meaning set forth in the Agreement.

- (a) **"Confidential Customer Data"** means all Customer Personal Data and Account Data.
- (b) **"Data Center"** means a RingCentral controlled facility at which RingCentral service infrastructure (physical and virtual systems) are deployed and managed by RingCentral in support of operation of the Services.
- (c) **"Personnel"** means RingCentral employees, contractors or subcontracted Professional Services staff.
- (d) **"Process"** means any operation or set of operations which is performed on Confidential Customer Data.

#### 2. Information Security Management

- (a) **Policies and Standards:** RingCentral has established and will maintain documented policies or standards appropriate to govern the handling of Confidential Customer Data in compliance with the Agreement and applicable law.
- (b) **Administrative, Technical and Physical Safeguards:** RingCentral has implemented and will maintain administrative, technical, and physical safeguards to protect Customer Personal Data. These safeguards include measures to: (i) to protect the security of Confidential Customer Data; (ii) to protect against reasonably anticipated threats or hazards to the security of Confidential Customer Data; and (iii) to protect against unauthorized access to or use of Confidential Customer Data which could reasonably result in harm to Customer.
- (c) **Revisions to Security Measures:** RingCentral reserves the right to modify its technical and non-technical security measures over time.

#### 3. Human Resource Security

- (a) **Background Checks:** Prior to assigning any employees to positions in which they will, or RingCentral reasonably expects them to, process Confidential Customer Data, RingCentral will conduct background checks on such employees as permitted by applicable law.
- (a) **Training:** RingCentral provides training to employees on security and privacy requirements applicable to RingCentral and to the handling and processing of Customer Confidential Data. Such training occurs at least annually.

- (b) Non-disclosure: RingCentral ensures that employees who process Customer Confidential Data are bound in writing by obligations of confidentiality.

#### 4. **Asset Management**

- (a) Media Management: When disposing of or otherwise taking media out of service that contains Confidential Customer Data, RingCentral destroys or securely erase the media prior to removing it from service.

#### 5. **Access Control**

- (a) Authorized Personnel: RingCentral will limit access to Confidential Customer Data to only those Personnel who have a reasonable need to access the Confidential Customer Data to enable RingCentral to perform its obligations under the Agreement.
- (b) Access Controls: RingCentral employs access control mechanisms to prevent unauthorised access to Customer Confidential Data. Such mechanisms will have the capability of detecting and logging access to the system or network.
- (c) Password Administration: Passwords that are associated with RingCentral's processing of the Confidential Customer Data will comply with minimum password requirements.
- (d) Account Lockout due to Failed Login Attempts: RingCentral maintains account lockout requirements for failed login attempts.
- (e) Unique User Accounts: RingCentral Personnel has individual User Accounts that authenticate that individual's access to Confidential Customer Data. RingCentral will not allow sharing of accounts. For the avoidance of doubt, this does not require RingCentral to rename or cease using admin and service accounts that cannot technically or within commercial reason be renamed (Example: root).
- (f) Periodic Review of Authorized Personnel: RingCentral promptly revokes Personnel's access to physical locations, networks, and applications that Process Confidential Customer Data upon such Personnel's termination. RingCentral maintains a process to review not less than annually the list of administrators and privileged users with access to RingCentral production networks and RingCentral data centers.

#### 6. **Cryptography**

- (a) Data Encryption: Except for Engage Digital, RingCentral will encrypt Customer Personal Data, at Customer's election, when stored at-rest within RingCentral Data Centers. At-rest encryption for Engage Digital is not currently supported. RingCentral will also encrypt Customer Content, at Customer's election, and in-transit over public networks in connection with the performance of the Services pursuant to the Agreement, except for encryption over Public Switch Telephone Networks. Encryption will be implemented using commercial grade, industry-standard encryption.

#### 7. **Physical and Environmental Security**

- (a) Secure Data Centers: Physical security safeguards include physical safety and security safeguards at RingCentral Data Centers where Customer Personal Data is stored and processed.
- (b) Access and Authorisation Processes: RingCentral maintains a documented authorisation and logging process for all persons, including Personnel and visitors, who maintain or otherwise have access to Data Centers.

#### 8. **Operations Security**

- (a) Malicious Code Protection: To the extent practicable, RingCentral has current antivirus software installed and running to scan for and promptly remove or quarantine viruses and other malware on Windows servers and workstations.
- (b) Intrusion Detection and Prevention: RingCentral deploys intrusion detection and/or intrusion prevention systems that monitor all non-VoIP traffic entering or leaving the Data Centers.

- (c) Audit and Reporting: For systems or applications associated with the access, processing, storage, communication and/or transmission of Confidential Customer Data, RingCentral generates audit logs.
- (d) Vulnerability Management: RingCentral will use commercially reasonable efforts to run internal and external network vulnerability scans of the Services at least quarterly.
- (e) Annual Pen-Test: RingCentral agrees to conduct not less than annually a penetration test of its RingCentral Office Unify Office, Avaya Cloud Office, Glip, Engage Voice, and Engage Digital products. RingCentral remediates the critical and high findings based on commercially reasonable timeframe. Upon request, RingCentral will share limited details (e.g. to include types and severities) of the penetration testing report.

**9. Communications Security**

- (a) Firewalls: Ring Central deploys reasonably appropriate firewall technology in operation of the Services.

**10. Security Incidents**

- (a) Upon becoming aware of a Security Incident, RingCentral shall notify Customer without undue delay at the contact information that Customer has provided in the Service Portal and shall provide such timely information as Customer may reasonably require.
- (b) Any takeover of an individual Customer User or End User Accounts is not considered Security Incident. An account takeover is when an unauthorized party logs into a customer extension while a Customer is using Services.

**11. Electronic Media:**

Electronic media that has been used in the delivery of services to the customer will be sanitized before disposal or repurposing, using a process that assures data deletion and prevents data from being reconstructed or read.

**12. Product Development and Service Operations**

- (a) Documentation and Training: RingCentral will maintain documentation on overall system, network, and application architecture and security infrastructure for the Services.

**ATTACHMENT**  
**RINGCENTRAL DATA PROCESSING ADDENDUM**

This Data Processing Addendum ("**DPA**") is made by and between RingCentral and Customer (each a "**party**", together the "**parties**"), pursuant to the Agreement for the provision of the Services (as defined below) to Customer.

This DPA is supplemental to the Agreement and sets out the terms that apply when Personal Data is processed by RingCentral as a Processor on behalf of Customer for the Services listed in Annex B.

Capitalized terms used but not defined in this DPA have the same meanings as set out in the Agreement.

**1. Definitions**

1.1 For the purposes of this DPA:

- a) "**Affiliate**" means an entity that directly or indirectly controls, is controlled by or is under common control with an entity.
- b) "**Agreement**" means the main written or electronic agreement between Customer and RingCentral for the provision of any of the services set out at **Annex B** to Customer (each a "**Service**" and collectively the "**Services**").
- c) "**Applicable Data Protection Laws**" means all data protection and privacy laws applicable to the processing of Personal Data under this DPA, including, where applicable, EU and California Data Protection Laws.
- d) "**EEA**" means the European Economic Area.
- e) "**EU Data Protection Laws**" means the applicable European data protection legislation, including, but not limited to, EU Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (also known as the General Data Protection Regulation) (the "**GDPR**"), and any and all applicable national data protection laws, rules and regulations as amended from time to time.
- f) "**California Data Protection Laws**" means all applicable privacy and data security-related legislation and regulations adopted by the State of California, including, but not limited to, the California Consumer Privacy Act ("**CCPA**") (when in force) and any implementing regulations promulgated thereunder.
- g) "**Controller**" shall mean the entity which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.
- h) "**Processor**" shall mean an entity which processes Personal Data on behalf of the Controller.
- i) "**Personal Data**" means any information relating to an identified or identifiable natural person or household consisting of natural persons.
- j) "**Sale**" has the meaning set out in the CCPA, as and where the CCPA applies. Disclosure of Personal Data to a Sub-processor pursuant to the terms of this DPA is expressly excluded from the definition of Sale.

- k) **"Security Incident"** means any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Personal Data.
- l) **"Standard Contractual Clauses"** means in relation to the Processing of Personal Data on a Controller to Processor basis pursuant to this Agreement, the European Commission's model clauses for the transfer of Personal Data from EU Controllers to non-EU or EEA Processors, the approved version of which in force at present is that set out in the European Commission's Decision 2010/87/EU of 5 February 2010, which are available at [https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en) and as may be amended or replaced by the European Commission from time to time.
- m) **"Usage Data"** means any data resulting from the Customer's use or operation of the Services, including, without limitation, traffic data, call detail records, metadata, log data, billing information, emails, customer authentication and audit logs, any data related to professional services, access logs, system logs, server logs.

## 2. **Applicability of DPA**

- 2.1 Applicability of DPA. This DPA will apply to the extent that RingCentral processes Personal Data on behalf of a Customer or Customer Affiliate as a Processor.
- 2.2 Usage Data. Notwithstanding anything to the contrary contained in this DPA, RingCentral is a Controller of Usage Data. To the extent that such Usage Data is collected or generated by RingCentral, such data may be used by RingCentral for purposes including regulatory compliance, network security, fraud detection and prevention, billing, internal analytics and other lawful purposes, but shall not be subject to Sale. For the avoidance of doubt, with the exception of this Section 2, this DPA will not apply to Usage Data.

## 3. **Roles and Responsibilities**

- 3.1 Parties' Roles. As between the parties and for the purposes of this DPA, Customer shall be the Controller of the Personal Data that is processed by RingCentral under the Agreement as described in **Annex A** and RingCentral shall process the Personal Data as a Processor on Customer's behalf.
- 3.2 Obligations of the Customer. Customer undertakes to:
  - (a) Ensure that it may lawfully disclose the Personal Data to RingCentral for the purposes set out in the Agreement;
  - (b) Comply with Applicable Data Protection Laws in its use of the Services, and its own collection and processing of Personal Data (for the avoidance of doubt, Customer's instructions to RingCentral shall comply with Applicable Data Protection Laws and Customer shall have sole responsibility for the accuracy, quality and legality of the Personal Data and the means by which Customer acquired Personal Data); and

- (c) Ensure that no special categories of data or sensitive data (as defined in the GDPR or Applicable Data Protection Laws), nor any Personal Data concerning children or minors or related to criminal convictions and offences is stored within the Services.

3.3 Purpose Limitation.

- (a) Except where otherwise required by applicable law, RingCentral shall process the Personal Data (i) in accordance with Customer's documented instructions (which instructions are set out in the Agreement, this DPA and Customer's use of the Services in accordance with the applicable terms of use), (ii) for the purposes of providing the Services as further described in **Annex A**, and (iii) using means of processing that are reasonably necessary and proportionate to achieve provision of the Services.
- (b) Any additional processing required by Customer outside of the scope of the Agreement will require prior written agreement between the parties, including an agreement on any additional fees that Customer may be required to pay.
- (c) For the avoidance of doubt, RingCentral shall not engage in the Sale of the Personal Data.

3.4 Confidentiality of Processing. RingCentral shall ensure that any person that it authorizes to process the Personal Data shall be subject to a duty of confidentiality (either a contractual or a statutory duty).

3.5 Security. RingCentral will maintain appropriate technical and organizational security measures to safeguard the security of Personal Data. RingCentral will maintain an information security and risk management programme based on commercial best practices to preserve the confidentiality, integrity and accessibility of Personal Data with administrative, technical and physical measures conforming to generally recognized industry standards and practices. RingCentral shall implement appropriate technical and organisational measures designed to protect the Personal Data from a Security Incident.

3.6 Security Incidents. (a) Upon becoming aware of a Security Incident, RingCentral shall notify Customer without undue delay at the contact information that Customer has provided in the Administrative Portal and shall provide such timely information as Customer may reasonably require, including to enable Customer to fulfil any data breach reporting obligations under Applicable Data Protection Laws.

3.7 Provision of Security Reports. RingCentral shall provide, upon Customer's request, copies of any relevant summaries of external security certifications or security audit reports necessary to verify RingCentral's compliance with this DPA.

3.8 Deletion or Return of Data. Upon termination or expiry of the Agreement, and upon written request, RingCentral shall, at Customer's election, either delete or return to Customer the Personal Data (including copies) in RingCentral's possession, save to the extent that RingCentral is required by applicable law to retain some or all of the Personal Data.

4. **GDPR Obligations**



- 4.1 Applicability of Section. This Section 4 shall apply to the processing of Personal Data that is subject to the protection of the GDPR or the CCPA.
- 4.2 Sub-processors. Customer agrees that RingCentral may engage RingCentral Affiliates and third party sub-processors (collectively, "**Sub-processors**") to process the Personal Data on RingCentral's behalf. Depending on the scope and the nature of the sub-processing, RingCentral shall impose data protection terms on such Sub-processors that protect Customer Personal Data to an equivalent standard provided for by this DPA and shall remain liable for any breach of the DPA caused by a Sub-processor. The Sub-processors engaged by RingCentral in respect of each of the Services at the time of the Agreement are noted on the RingCentral Sub-processor List available at [https://netstorage.ringcentral.com/documents/RingCentral\\_Subprocessor\\_List.pdf](https://netstorage.ringcentral.com/documents/RingCentral_Subprocessor_List.pdf)
- 4.3 Changes to Sub-processors. RingCentral may, by giving reasonable notice to the Customer, add or make changes to the Sub-processors. If the Customer objects to the appointment of an additional Sub-processor within 30 calendar days of such notice on reasonable grounds relating to the protection of the Personal Data, then the parties will discuss such concerns in with a view to achieving resolution. If such resolution cannot be reached, then RingCentral will either not appoint the Sub-processor or, if this is not possible, Customer will be entitled to suspend or terminate the affected RingCentral Service in accordance with the termination provisions of the Agreement. Notwithstanding the foregoing, in the event of an unforeseeable force majeure (such as a Sub-processor failure) that can provoke a degradation or interruption of the Service, RingCentral reserves the right to immediately change the failing Sub-processor in order to maintain or restore the standard conditions of Service. In this situation, the notification of Sub-processor change may be exceptionally sent after the change.
- 4.4 Cooperation and Data Subjects' Rights. Some of the RingCentral Services may provide direct technical means to enable Customer to fulfil its duties to respond to requests from data subjects under Applicable Data Protection Laws. For the avoidance of doubt, it is the Customer's responsibility to respond to any data subject request. If Customer is unable to address the data subject's request through such technical means, or where such functionality is not available, RingCentral shall, taking into account the nature of the processing, provide reasonable assistance to Customer insofar as this is possible, to enable Customer to respond to such data subject requests. In the event that such request is made directly to RingCentral, RingCentral shall promptly inform the data subject to contact the Customer of the same. It is Customer's sole responsibility to ensure that any account Administrator identified for Customer's RingCentral account to manage and carry out data subject requests has appropriate authority to do so.
- 4.5 Data Protection Impact Assessments. RingCentral shall, to the extent required by EU Data Protection Laws, and upon Customer's request and at Customer's expense, provide Customer with reasonable assistance with data protection impact assessments or prior consultations with data protection authorities that Customer is required to carry out under EU Data Protection Laws in relation to the scope of the Services to be provided by RingCentral pursuant to the Agreement.
- 4.6 Standard Contractual Clauses. Customer and RingCentral acknowledge that there is a transfer of Personal Data between them for the purposes of performing the Agreement and the DPA. The parties are deemed to have accepted and executed the EU Commission's Standard Contractual Clauses that are incorporated to this DPA by reference, as supplemented by **Annex C**, which completes Appendixes 1 and 2 of the Standard Contractual Clauses and specifies the governing law.

4.7 International Transfers. RingCentral may transfer and process Personal Data anywhere in the world where RingCentral, its Affiliates or its Sub-processors maintain data processing operations. To the extent that RingCentral processes (or causes to be processed) any Personal Data originating from the EEA in a country that has not been recognized by the European Commission as providing an adequate level of protection for Personal Data, RingCentral shall put in place such measures as are necessary to ensure the transfer is in compliance with EU Data Protection Laws, which include the execution of the EU Commission's Standard Contractual Clauses, or the putting in place of any other valid transfer mechanism under EU Data Protection Laws. The Customer hereby grants a general and prior authorization to RingCentral to transfer Personal Data to its Sub-processors outside of the EEA in compliance with this DPA.

4.7 Audits.

- (a) Both parties acknowledge that it is the parties' intention ordinarily to rely on the provision of the security reports at Section 3.7 above to verify RingCentral's compliance with this DPA. If the Customer has reasonable doubt that the Security Reports are sufficient to convince itself of RingCentral's compliance with the obligations set out in this DPA RingCentral shall permit the Customer (or its appointed third-party auditors) to carry out an audit. Customer may, on one (1) occasion within any consecutive twelve (12) month period, request with thirty (30) days prior written notice, perform, during RingCentral's normal business hours, without the disruption of RingCentral's normal business operations, not lasting more than two (2) business days and at Customer's sole expense (which may include the reimbursement of RingCentral for any time RingCentral employees spend conducting or assisting with such audit).
- (b) Customer shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt RingCentral's operations or delay the provision of the Services. RingCentral shall provide Customer (and its auditors and other advisers) with all reasonable cooperation, access and assistance in relation to each audit. The audit shall be conducted at RingCentral's place of business during normal business hours and shall last no longer than two (2) business days.
- (c) For the avoidance of doubt, RingCentral is not obligated to disclose to the Customer any documents or other material relating to RingCentral's profitability, legally privileged documents or information, or documents that is commercially confidential or RingCentral is bound to maintain as confidential by written obligation to a third party or under applicable law or regulation ("**Confidential Information**"). Audit results, including information and documentation disclosed or made available to Customer in the course of any such audit, will be deemed RingCentral's Confidential Information.

4.8 Data Disclosure Requests.

- (a) If RingCentral receives a request from a law enforcement or other government authority to disclose personal data that RingCentral is processing on the Customer's behalf, RingCentral will notify and provide the Customer with the details of the data disclosure request prior to disclosing any personal data, unless legally prohibited or where an imminent risk of serious harm exists that prohibits prior notification.

5. **Miscellaneous**

- 5.1 The DPA is incorporated to the Agreement and upon signature by the Parties forms part of the Agreement. Except as amended by this DPA, the Agreement will remain in full force and effect.

- 5.2 Any claims brought under this DPA shall be subject to the terms and conditions, including but not limited to, the exclusions and limitations set forth in the Agreement.
- 5.3 If there is a conflict between the Agreement and this DPA, the terms of this DPA will control.

## ANNEX A

### DESCRIPTION OF THE DATA PROCESSING

#### **I. Unify Office**

##### **Nature and Purposes of Processing**

Unify Office provides cloud-based communications and collaboration services for high-definition voice, video, SMS, messaging and collaboration, conferencing, online meetings, and fax (the “**Services**”). As part of the Services, RingCentral processes the Personal Data of the individuals who participate in these communications, including the Customer's employees and authorized users and other third parties who are involved in communications taking place through the Customer's use of the Services.

RingCentral processes the Personal Data for the purposes of providing and maintaining the Services to which the Customer has subscribed, for the purposes of customer relationship management, and customer support.

##### **Categories of Data Subjects**

- Customer's employees and authorized users who use the Services in connection with the business of the Customer.
- Any other third party individuals who are involved in or referred to in the content of communications or collaborations taking place through the Customer's use of the Services.

##### **Type(s) of Personal Data Processed**

The Personal Data transferred concerns the following categories of data:

- Identification information for Customer, contact information (address, telephone number (fixed and mobile), e-mail address, fax number), employment information (job title);
- Identification information for anyone who uses the Services at the request of and in connection with the business of the Customer (including telephone number (fixed and mobile) and email address);
- Any other Personal Data that the Customer, its authorized users or third parties involved in the communications choose to include in the content of the communications that are sent and received using the Services.

The Personal Data transferred to RingCentral for processing is determined and controlled by the Customer in its sole discretion. As such, RingCentral has no control over the nature, volume and sensitivity of Personal Data processed through its Services by the Customer or its users.

##### **Special Categories of Data**

RingCentral does not intentionally collect or process any special categories of data in the provision of its Services. Under the DPA, the Customer agrees not to provide special categories of data to RingCentral at any time.

### **Duration of Processing**

The Personal Data will be processed for the term of the Agreement, or as otherwise required by law or agreed between the parties.

## **II. Avaya Cloud Office (ACO)**

### **Nature and Purposes of Processing**

Avaya Cloud Office provides cloud-based communications and collaboration services for high-definition voice, video, SMS, messaging and collaboration, conferencing, online meetings, and fax (the “**Services**”). As part of the Services, RingCentral processes the Personal Data of the individuals who participate in these communications, including the Customer's employees and authorized users and other third parties who are involved in communications taking place through the Customer's use of the Services.

RingCentral processes the Personal Data for the purposes of providing and maintaining the Services to which the Customer has subscribed, for the purposes of customer relationship management, and customer support.

### **Categories of Data Subjects**

- Customer's employees and authorized users who use the Services in connection with the business of the Customer.
- Any other third party individuals who are involved in or referred to in the content of communications or collaborations taking place through the Customer's use of the Services.

### **Type(s) of Personal Data Processed**

The Personal Data transferred concerns the following categories of data:

- Identification information for Customer, contact information (address, telephone number (fixed and mobile), e-mail address, fax number), employment information (job title);
- Identification information for anyone who uses the Services at the request of and in connection with the business of the Customer (including telephone number (fixed and mobile) and email address);
- Any other Personal Data that the Customer, its authorized users or third parties involved in the communications choose to include in the content of the communications that are sent and received using the Services.

The Personal Data transferred to RingCentral for processing is determined and controlled by the Customer in its sole discretion. As such, RingCentral has no control over the nature, volume and sensitivity of Personal Data processed through its Services by the Customer or its users.

### **Special Categories of Data**

RingCentral does not intentionally collect or process any special categories of data in the provision of its Services. Under the DPA, the Customer agrees not to provide special categories of data to RingCentral at any time.

### **Duration of Processing**

The Personal Data will be processed for the term of the Agreement, or as otherwise required by law or agreed between the parties.

### **III. RingCentral Office**

#### **Nature and Purposes of Processing**

RingCentral Office provides cloud-based communications and collaboration services for high-definition voice, video, SMS, messaging and collaboration, conferencing, online meetings, and fax (the “**Services**”). As part of the Services, RingCentral processes the Personal Data of the individuals who participate in these communications, including the Customer's employees and authorized users and other third parties who are involved in communications taking place through the Customer's use of the Services.

RingCentral processes the Personal Data for the purposes of providing and maintaining the Services to which the Customer has subscribed, for the purposes of customer relationship management, and customer support.

#### **Categories of Data Subjects**

- Customer's employees and authorized users who use the Services in connection with the business of the Customer.
- Any other third party individuals who are involved in or referred to in the content of communications or collaborations taking place through the Customer's use of the Services.

#### **Type(s) of Personal Data Processed**

The Personal Data transferred concerns the following categories of data:

- Identification information for Customer, contact information (address, telephone number (fixed and mobile), e-mail address, fax number), employment information (job title);
- Identification information for anyone who uses the Services at the request of and in connection with the business of the Customer (including telephone number (fixed and mobile) and email address);
- Any other Personal Data that the Customer, its authorized users or third parties involved in the communications choose to include in the content of the communications that are sent and received using the Services.

The Personal Data transferred to RingCentral for processing is determined and controlled by the Customer in its sole discretion. As such, RingCentral has no control over the nature, volume and sensitivity of Personal Data processed through its Services by the Customer or its users.

#### **Special Categories of Data**

RingCentral does not intentionally collect or process any special categories of data in the provision of its Services. Under the DPA, the Customer agrees not to provide special categories of data to RingCentral at any time.

#### **Duration of Processing**

The Personal Data will be processed for the term of the Agreement, or as otherwise required by law or agreed between the parties.

#### **IV. RingCentral Video**

##### **Nature and Purposes of Processing**

RingCentral Video is an online meetings and screen sharing solution that helps Customers easily host meetings and transition between chat, video and web meetings (the “**Services**”). As part of the Services, RingCentral processes the Personal Data of the individuals who participate in these communications, including the Customer's employees and authorized users and other third parties who are involved in communications taking place through the Customer's use of the Services.

RingCentral processes the Personal Data for the purposes of providing and maintaining the Services to which the Customer has subscribed, for the purposes of customer relationship management, and customer support.

##### **Categories of Data Subjects**

- Customer's employees and authorized users who use the Services in connection with the business of the Customer.
- Any other third party individuals who are involved in or referred to in the content of communications or collaborations taking place through the Customer's use of the Services.

##### **Type(s) of Personal Data Processed**

The Personal Data transferred concerns the following categories of data:

- Identification information for Customer, contact information (address, telephone number (fixed and mobile), e-mail address, fax number), employment information (job title);
- Identification information for anyone who uses the Services at the request of and in connection with the business of the Customer (including telephone number (fixed and mobile) and email address);
- Any other Personal Data that the Customer, its authorized users or third parties involved in the communications choose to include in the content of the communications that are sent and received using the Services.

The Personal Data transferred to RingCentral for processing is determined and controlled by the Customer in its sole discretion. As such, RingCentral has no control over the nature, volume and sensitivity of Personal Data processed through its Services by the Customer or its users.

### Special Categories of Data

RingCentral does not intentionally collect or process any special categories of data in the provision of its Services. Under the DPA, the Customer agrees not to provide special categories of data to RingCentral at any time.

### Duration of Processing

The Personal Data will be processed for the term of the Agreement, or as otherwise required by law or agreed between the parties.

## V. RingCentral Contact Center

### Nature and Purposes of Processing

RingCentral Contact Center is an omni-channel customer communication management platform that unifies all customer-facing communication channels, including voice, email, SMS, website, mobile app, chat and social media communications, onto a single platform (the “**Services**”). As part of the Services, RingCentral processes the Personal Data of the individuals who participate in these communications, including the Customer's employees and authorized users and other third parties who are involved in communications taking place through the Customer's use of the Services.

RingCentral processes the Personal Data for the purposes of providing and maintaining the Services to which the Customer has subscribed, including any ancillary or related Services under the scope of the Agreement, for the purposes of publishing content on public/private communications channels, customer relationship management, user management, and customer support.

### Categories of Data Subjects

- Customer's employees and authorized users who use the Services in connection with the business of the Customer.
- Any other third-party individuals who are involved in or referred to in the content of communications taking place or otherwise managed through the Services.

### Types of Personal Data Processed

The Personal Data transferred can be classified in the following categories:

- Identification information for Customer as well as End Users such as full name, gender, contact information (address, telephone number (fixed and mobile), e-mail address, fax number), employment information (job title) and entity name;



- Identification information for anyone who uses the Services at the request of and in connection with the business of the Customer (including telephone number (fixed and mobile) and email address);
- Any other Personal Data that the Customer's users or individuals involved in the communications choose to include in the content of the communications that take place or are otherwise managed using the Services;

The Personal Data transferred to RingCentral for processing is determined and controlled by the Customer in its sole discretion. As such, RingCentral has no control over the nature, volume and sensitivity of Personal Data processed through its Services by the Customer or its users.

#### **Special Categories of Data**

RingCentral does not intentionally collect or process any special categories of data in the provision of its Services. Under the DPA, the Customer agrees not to provide special categories of data to RingCentral at any time.

#### **Duration of Processing**

The Personal Data will be processed for the term of the Agreement, or as otherwise required by law or agreed between the parties.

### **VI. RingCentral Engage Digital**

#### **Nature and Purposes of Processing**

RingCentral Engage Digital is an omni-channel digital customer communication management platform that unifies all customer-facing communication channels, including email, SMS, website, mobile app, chat and social media communications, onto a single platform (the “**Services**”). RingCentral Engage Digital publishes authorized users’ content onto the public or private communication channels connected to their platform and synchronizes end user content from the same channels. RingCentral Engage Digital stores and displays Customer information and conversations history to the authorized users. Authorized users are identified, have accesses and permissions defined by authorized users with administrator roles and all their actions are logged into an application journal.

RingCentral processes the Personal Data for the purposes of providing and maintaining the Services to which the Customer has subscribed, including any ancillary or related Services under the scope of the Agreement, for the purposes of publishing content on public/private communications channels, customer relationship management, user management, and customer support.

#### **Categories of Data Subjects**

- Customer's employees and authorized users who use the Services in connection with the business of the Customer.

- Any other third-party individuals who are involved in or referred to in the content of communications taking place or otherwise managed through the Services.

#### **Types of Personal Data Processed**

The Personal Data transferred can be classified in the following categories:

- Identification information for Customer, full name, gender, contact information (address, telephone number (fixed and mobile), e-mail address, fax number), employment information (job title) and entity name;
- Identification information for anyone who uses the Services at the request of and in connection with the business of the Customer (including telephone number (fixed and mobile) and email address);
- Content published on communication channels connected to the Services, including public information on social media channels connected to the Service;
- Any other Personal Data that the Customer's users or individuals involved in the communications choose to include in the content of the communications that take place or are otherwise managed using the Services;

The Personal Data transferred to RingCentral for processing is determined and controlled by the Customer in its sole discretion. As such, RingCentral has no control over the nature, volume and sensitivity of Personal Data processed through its Services by the Customer or its users.

#### **Special Categories of Data**

RingCentral does not intentionally collect or process any special categories of data in the provision of its Services. Under the DPA, the Customer agrees not to provide special categories of data to RingCentral at any time.

#### **Duration of Processing**

The data retention duration (between 1 day and 2 years) is defined by the Customer, based on the Customer's needs and context, and can be configured on the Services by the Customer's Users or by RingCentral.

### **VII. RingCentral Engage Communities**

#### **Nature and Purposes of Processing**

RingCentral Engage Communities is an online community management platform enabling community responses to customer service inquiries (the “**Services**”). Community administrators manage all different aspects of the platform regarding the registered community members: they can create, edit and give specific permissions and roles to the community members. The Community administrators also manage the community members’ contents creation, restriction, moderation, publishing, and edition.

RingCentral processes the Personal Data for the purposes of providing and maintaining the Services to which the Customer has subscribed, including any ancillary or related Services under the scope of the Agreement, for the purposes of the online platform management, customer relationship management, and customer support.

### **Categories of Data Subjects**

- Customer's employees or authorized users;
- Any other third-party individuals who are contributors to the online sharing space.

### **Types of Personal Data Processed**

The Personal Data transferred can be classified in the following categories:

- Identification information of Customer's employees or authorized users or other third-party contributors, including name and e-mail address;
- Content published on the online sharing space, including any public posts and private messages;
- Any other Personal Data that the Customer's users or third-party contributors choose to include in content posted, sent or received using the Service.

### **Special Categories of Data**

RingCentral does not intentionally collect or process any special categories of data in the provision of its Services. Under the DPA, the Customer agrees not to provide special categories of data, sensitive categories of data or data regarding minors to RingCentral at any time.

### **Duration of Processing**

The data retention duration (between 1 day to 2 years since the last user action) is defined by the Customer, based on the Customer's needs and context, and can be configured on the Services. Content can also be deleted by administrators and moderators of RingCentral Engage Communities or by RingCentral.

## **VIII. RingCentral Engage Voice**

### **Nature and Purposes of Processing**

RingCentral Engage Voice provides a cloud-based omni-channel customer communication management services (the “**Services**”) that help companies meet customers on the channel of their choice including voice, email, SMS, MMS, website, mobile app, chat and social media communications. As part of the Services, RingCentral processes the Personal Data of the individuals who participate in these communications, including the Customer's employees and authorized users and other third parties who are involved in communications taking place through the Customer's use of the Services.

RingCentral processes the Personal Data for the purposes of providing and maintaining the Services to which the Customer has subscribed, including any ancillary or related Services under the scope of the Agreement, for the purposes

of publishing content on public/private communications channels, customer relationship management, user management, and customer support.

#### **Categories of Data Subjects**

- Customer's employees and authorized users who use the Services in connection with the business of the Customer.
- Any other third-party individuals who are involved in or referred to in the content of communications taking place or otherwise managed through the Services.

#### **Types of Personal Data Processed**

The Personal Data transferred can be classified in the following categories:

- Identification information for Customer as well as End Users such as full name, gender, contact information (address, telephone number (fixed and mobile), e-mail address, fax number), employment information (job title) and entity name;
- Identification information for anyone who uses the Services at the request of and in connection with the business of the Customer (including telephone number (fixed and mobile) and email address);
- Any other Personal Data that the Customer's users or individuals involved in the communications choose to include in the content of the communications that take place or are otherwise managed using the Services;

The Personal Data transferred to RingCentral for processing is determined and controlled by the Customer in its sole discretion. As such, RingCentral has no control over the nature, volume and sensitivity of Personal Data processed through its Services by the Customer or its users.

#### **Special Categories of Data**

RingCentral does not intentionally collect or process any special categories of data in the provision of its Services. Under the DPA, the Customer agrees not to provide special categories of data to RingCentral at any time.

#### **Duration of Processing**

The Personal Data will be processed for the term of the Agreement, or as otherwise required by law or agreed between the parties.

**ANNEX B**

**LIST OF RINGCENTRAL SERVICES COVERED BY DPA**

- Unify Office
- Avaya Cloud Office (ACO)
- RingCentral Office Plan Services
- RingCentral Video
- RingCentral Contact Center
- RingCentral Engage Digital
- RingCentral Engage Communities
- RingCentral Engage Voice

**ANNEX C**

**COMPLETION OF THE STANDARD CONTRACTUAL CLAUSES**

Any reference within the Standard Contractual Clauses to the law of the Member State in which the data exporter is established means the law of the State of California


**Appendix 1** to the Standard Contractual Clauses is completed as follows:

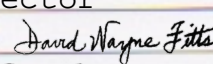
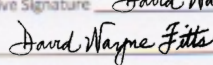
- a) The data exporter is the Customer, as identified in the Agreement and this DPA.
- b) The data importer is RingCentral, as identified in the Agreement and this DPA.
- c) The categories of data subjects are set out in Annex A above for each of the Services.
- d) The categories of Personal Data are set out in Annex A above for each of the Services and excludes special categories of Personal Data.
- e) The processing operations are described in Annex A above for each of the Services.

**Appendix 2** to the Standard Contractual Clauses is completed as follows:

- a) The technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) of the Standard Contractual Clauses are described in clause 3.5 of this DPA.

**TIPS Vendor Agreement Signature Form**  
RFP 210303 Telephone and Communications Data Systems and Solutions

Company Name RingCentral, Inc.  
 Address 20 Davis Drive  
 City Belmont State CA Zip 94002  
 Phone 650.472.4100 Fax 650.472.4100  
 Email of Authorized Representative naveed.husain@ringcentral.com  
 Name of Authorized Representative Naveed Husain  
 Title Vice President, Vertical Industry Program  
 Signature of Authorized Representative   
 Date May 19, 2021

TIPS Authorized Representative Name David Fitts  
 Title Executive Director  
 TIPS Authorized Representative Signature   
 Approved by ESC Region 8   
 Date 5-19-2021

**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.





**210303**  
**RingCentral Inc.**  
**Supplier Response**

**Event Information**

Number: 210303  
Title: Telephone and Communications Data Systems and Solutions  
Type: Request for Proposal  
Issue Date: 3/4/2021  
Deadline: 4/16/2021 03:00 PM (CT)

**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

**RingCentral Inc. Information**

Contact: Theresa Runkle  
 Address: 20 Davis Drive  
 Belmont, CA 94002  
 Phone: (650) 781-6171  
 Email: [theresa.runkle@ringcentral.com](mailto:theresa.runkle@ringcentral.com)

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

Naveed Husain

[naveed@ringcentral.com](mailto:naveed@ringcentral.com)

*Signature*

*Email*

Submitted at 4/15/2021 6:30:54 PM

**Supplier Note**

RingCentral is pleased to submit its proposal to The Interlocal Purchasing System (TIPS) for the successor TIPS agreement. RingCentral has been able to successfully support TIPS members for the last few years and recognizes that the membership is a privilege that will continue to be honored with responsibility and integrity. Thank you for the opportunity.

**Requested Attachments****Vendor Agreement**

210303 Vendor Agreement \_ RingCentral Inc.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**

210303 Agreement Signature Form \_ NOT 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.

**Pricing Form 1**

210303 Pricing Form 1 \_RingCentral.xlsx

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.

**Pricing Form 2**

210303 Pricing Form 2 \_RingCentral.xlsx

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.

**Reference Form**

TIPS Reference Form \_RingCentral.pdf

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**

TIPS 210303 - RingCentral Proposed Goods & Services.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. It 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**

Warranty \_ RingCentral \_ TIPS 210303 \_04-16-2021.docx

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

**Supplementary**

RingCentral\_MSA for TIPS 210303\_04-16-2021.docx

Supplementary information may 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**

RC-logos.zip

If you desire, 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 Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

**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>.

**Certification of Corporate Offerer**

CERTIFICATION OF CORPORATE OFFERER FORM \_ Bruce Johnson.pdf

**Form- COMPLETE ONLY IF OFFERER IS A CORPORATION**

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

**Disclosure of Lobbying Activities Standard Form LLL**

*No response*

ONLY 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 Claim Form**

210303 CONFIDENTIALITY CLAIM FORM \_ Naveed Husain.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.

**Current W-9 Tax Form**

2021 W-9 RingCentral Inc.\_signed.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.

## Response Attachments

### RingCentral Response-Executive Summary.pdf

RingCentral Executive Summary to respond TIPS Telecommunications

## 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.

NO

### 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.

No

### 3 Yes - No

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

Yes

### 4 States Served:

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

No response

**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.)

RingCentral a leading provider of global enterprise cloud communications, video meetings, collaboration, and contact center software-as-a-service ("SaaS") solutions. We enable convenient and effective communications for organizations across all their locations and employees, enabling them to be more productive and more responsive to their clients and customers.

RingCentral's cloud-based solutions are designed to be easy to use, providing a single user identity across multiple locations and devices, including smartphones, tablets, PCs and desk phones. Our solutions can be deployed rapidly and configured and managed easily. Our cloud-based solutions are location and device independent and better suited to address the needs of modern mobile and global enterprise workforces than are legacy on-premise systems. Through our platform, we enable third-party developers and customers to integrate our solution with leading business applications to customize their own business workflows.

The rapid growth of mobile communications has changed the way businesses interact. Employees connect from anywhere with any device, using multiple modes of communications including voice, video, text, messaging, and social media. These forms of flexible communications enable employees to be productive in ways that traditional on-premise systems do not support.

RingCentral's cloud communications and contact center solutions are based on our Message Video Phone ("MVP") platform, which has been designed from the ground up, specifically for today's mobile and distributed workforce. In addition, our differentiated open platform Application Programming Interfaces ("APIs") enable seamless integration with third-party and custom software applications. These integrations improve business workflows resulting in higher employee productivity and better client and customer service.

RingCentral offers three key products in our portfolio, including:

- RingCentral Office, a Unified Communications as a Service ("UCaaS") platform, including team messaging, video meetings, and a cloud phone system;
- RingCentral cloud Contact Center as a Service ("CCaaS"); and
- RingCentral Glip ("Glip"), our new branded video meeting solution with team messaging that enables smart video meetings that was launched in 2020.

**6 Primary Contact Name**

Primary Contact Name

Naveed Husain

**7 Primary Contact Title**

Primary Contact Title

Vice President Vertical Programs

**8 Primary Contact Email**

Primary Contact Email

naveed@ringcentral.com

**9 Primary Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

6506671056

**10 Primary Contact Fax**

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

6506671056

|        |                                                                                                                                                                                       |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1<br>1 | <b>Primary Contact Mobile</b><br>Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477<br><input type="text" value="6506671056"/>                             |
| 1<br>2 | <b>Secondary Contact Name</b><br>Secondary Contact Name<br><input type="text" value="Marc Lambert"/>                                                                                  |
| 1<br>3 | <b>Secondary Contact Title</b><br>Secondary Contact Title<br><input type="text" value="AVP Major"/>                                                                                   |
| 1<br>4 | <b>Secondary Contact Email</b><br>Secondary Contact Email<br><input type="text" value="marc.lambert@ringcentral.com"/>                                                                |
| 1<br>5 | <b>Secondary Contact Phone</b><br>Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477<br><input type="text" value="8167592796"/>                            |
| 1<br>6 | <b>Secondary Contact Fax</b><br>Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477<br><input type="text" value="8167592796"/>                              |
| 1<br>7 | <b>Secondary Contact Mobile</b><br>Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477<br><input type="text" value="8167592796"/>                           |
| 1<br>8 | <b>Admin Fee Contact Name</b><br>Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.<br><input type="text" value="Ross Gopert"/>                     |
| 1<br>9 | <b>Admin Fee Contact Email</b><br>Admin Fee Contact Email<br><input type="text" value="ross.gompert@ringcentral.com"/>                                                                |
| 2<br>0 | <b>Admin Fee Contact Phone</b><br>Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477<br><input type="text" value="7204654794"/>                            |
| 2<br>1 | <b>Purchase Order Contact Name</b><br>Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.<br><input type="text" value="Theresa Runkle"/> |

|                      |                                                                                                                                                                          |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>2</b><br><b>2</b> | <b>Purchase Order Contact Email</b><br>Purchase Order Contact Email<br><input type="text" value="theresa.runkle@ringcentral.com"/>                                       |
| <b>2</b><br><b>3</b> | <b>Purchase Order Contact Phone</b><br>Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477<br><input type="text" value="6507816171"/>          |
| <b>2</b><br><b>4</b> | <b>Company Website</b><br>Company Website (Format - www.company.com)<br><input type="text" value="https://www.ringcentral.com"/>                                         |
| <b>2</b><br><b>5</b> | <b>Federal ID Number</b><br>Federal ID Number also known as the Employer Identification Number (EIN). Numeric only. (Format: 123456789)<br><input type="text" value=""/> |
| <b>2</b><br><b>6</b> | <b>Primary Address</b><br>Primary Address<br><input type="text" value="20 Davis Drive"/>                                                                                 |
| <b>2</b><br><b>7</b> | <b>Primary Address City</b><br>Primary Address City<br><input type="text" value="Belmont"/>                                                                              |
| <b>2</b><br><b>8</b> | <b>Primary Address State</b><br>Primary Address State (2 Digit Abbreviation)<br><input type="text" value="CA"/>                                                          |
| <b>2</b><br><b>9</b> | <b>Primary Address Zip</b><br>Primary Address Zip<br><input type="text" value="94002"/>                                                                                  |

**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.)

RingCentral, RCLEC, software-as-a-service, SaaS, cloud, cloud solution, communicate, collaborate, cost-effective, workforce, mobile, PBX, voice, video, text, SMS, desktop, web conferencing, contact center, API, seamless, integration, professional services, implementation, location independence, device independence, scalability, softphone, cost-of-ownership, work together, work from anywhere, business communications, platform, Video & Team Messaging, business phone system, RingCentral Office, Contact Center, Glip, Engage Digital, Engage Voice, persist, redundancy, fail-over, SLA, 99.999, business cloud communications, Message Video Phone, conferencing, communicate, collaborate, connect, any mode, any device, any location, Unified Communications as a Service (UCaaS), Contact Center as a Service (CCaaS), video meetings, team messaging, Smart Video Meetings, COVID, productively engage, cloud-based communications, carrier-grade, five nines reliability, Gartner Magic Quadrant, security, reliability, Avaya, Atos, Alcatel-Lucent, AT&T, HIPAA, FERPA, COPPA, CCPA, TCPA, FCC, student personal data, PII, Cloud PBX, Microsoft Teams, Avaya Cloud Office (ACO), Atos Unify Office (UO), Alcatel-Lucent Rainbow Office, subscription, telephone, soft phone, fax, headsets, connected campus, NICE inContact, VoIP, contact tracing, free, chat, internet, ethernet, zoom, Office 365, privacy, virtual classroom, SOC 3, hybrid learning, teach, learn

**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 include 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 TIPS Members regardless of the fund source, whether it be local, state or federal?

**32 Yes - No**

Certification of Residency (Required by the State of Texas) 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. It does not affect scoring with TIPS.



|        |                                                         |
|--------|---------------------------------------------------------|
| 3<br>3 | <b>Company Residence (City)</b>                         |
|        | Vendor's principal place of business is in the city of? |
|        | <input type="text" value="Belmont"/>                    |

|        |                                                          |
|--------|----------------------------------------------------------|
| 3<br>4 | <b>Company Residence (State)</b>                         |
|        | Vendor's principal place of business is in the state of? |
|        | <input type="text" value="CA"/>                          |

|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3<br>5 | <b>Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|        | Remember this is a MINIMUM discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT 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%.<br><input type="text" value="5%"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

|        |                                                                                                                                                                                                                                                                          |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3<br>6 | <b>Yes - No</b>                                                                                                                                                                                                                                                          |
|        | 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 the Vendor's TIPS Contract.                                                             |
|        | "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<br>B. is either published or otherwise available for inspection by a customer during the purchase process;<br>C. to which the minimum discount proposed by the proposing Vendor may be applied. |
|        | <input type="text" value="Yes"/>                                                                                                                                                                                                                                         |

|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3<br>7 | <b>TIPS Administration Fee</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|        | By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to 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. |

|        |                                                                                                                                                                                       |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3<br>8 | <b>Yes - No</b>                                                                                                                                                                       |
|        | Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to 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. |
|        | <input type="text" value="Agreed"/>                                                                                                                                                   |

39

**Yes - No**

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

Yes

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**Years experience in category of goods or services**

Company years experience in this category of goods or services? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.

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**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, 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).

Yes

42

**Pricing discount percentage are guaranteed for?**

Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?

YES

43

**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?

Yes

44

**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.

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**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.  
The Form CIQ is one of the attachments to this solicitation.

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

No

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**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

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**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

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**Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

No response required

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**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.

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## 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](mailto: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 by answering YES 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

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## 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.

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## 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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?

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## 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?

**5 6 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 \$250,000 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?

**5 7 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?

**5 8 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 \$250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

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

**5 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 CFR PART 200 Rights to Inventions**

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

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

Yes

**6 2 CFR PART 200 Domestic Preferences for Procurements**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

Yes



**6 2 2 CFR PART 200 Ban on Foreign Telecommunications**

Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

**6 3 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.

**6 4 If you answered "I HAVE lobbied" to the above Attribute Question**

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

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**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

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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 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?

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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### 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."

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?

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### 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?

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### Remedies Explanation of No Answer

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### 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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### 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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### 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?

No

**7 3 Infringement(s) Explanation of No Answer**

Indemnification by RingCentral is offered per this provision (extracted from Section 11 of RingCentral's Master Services Agreement furnished with RingCentral's proposal pursuant to the Supplemental Agreement provision (deviation) in the TIPS Vendor Agreement):

i. RingCentral shall indemnify and hold harmless the Customer and its Affiliates for Indemnifiable Amounts, and shall defend any third-party claims or causes of action (a "Third Party Claim") to the extent such Third Party Claim arises out of or alleges that:

a. The Services, as provided by RingCentral, infringe or misappropriate the patent, copyright, trademark, or trade secret rights of a third party.

ii. RingCentral will have no obligations under subsection (i) above to the extent the Third Party Claim arises from: (a) use of the Services in combination with data, software, hardware, equipment, or technology not provided or authorized by RingCentral in writing unless any of the foregoing are necessary for the proper operation of the Services; (b) modifications to the Services not made by RingCentral; (c) Customer Content; (d) failure to promptly install any updates of any software or firmware or accept or use any modified or replacement items provided free of charge by or on behalf of RingCentral; (e) breach of the Agreement; or (f) a Third Party Claim brought by Customer's Affiliate, successor, or assignee.

iii. If such a Third-Party Claim is made or appears possible, Customer agrees to permit RingCentral, at RingCentral's sole discretion and expense, to (a) modify or replace the Services, or component or part thereof, to make it non-infringing or (b) obtain the right for Customer to continue to use the Services. If RingCentral determines that neither alternative is commercially reasonable, RingCentral may terminate this Agreement in its entirety or with respect to the affected Service, component or part (a "Discontinued Component"), effective immediately on written notice to Customer, in which case Customer will not owe any fees or charges relating to the Discontinued Component for any period subsequent to the date of such termination, and will be entitled to receive a refund of any prepaid but unused fees relating to the Discontinued Component. In the event the removal of the Discontinued Component does not substantially affect Customer's use of the Services, the refund or fee abatement pursuant to the foregoing shall be a reasonable portion of the total fees owed by Customer for the Services as a whole based on the significance of the Discontinued Component to the total value of the Services as a whole. RingCentral's obligations under this Sub-Section will be RingCentral's sole and exclusive liability and Customer's sole and exclusive remedies with respect to any actual or alleged intellectual property violations.

**7 4 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 5 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](mailto: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

**78 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.

**79 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 entity further certifies that it is 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.

**80 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)



**8  
1 Solicitation Deviation/Compliance**

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

Yes

**8  
2 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 required

**8  
3 Agreement Deviation/Compliance**

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

No

**8  
4 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.

(1) re: Vendor Agreement -- Refer to the section titled "General Information". RingCentral proposes inserting as the first (1st) paragraph as the third (3rd) sentence to read: "Vendor's RingCentral Master Services Agreement (MSA) is attached to and incorporated into this Vendor Agreement, and the terms and conditions contained in the MSA shall apply to this Agreement except as may be expressly changed or modified by this Agreement. The MSA provides the basis for terms and conditions governing the purchase of services and related products by TIPS Members from Vendor under the contract award resulting from RFP 210303 Telephone and Communications Data Systems and Solutions." RingCentral is attaching the MSA as an integral part of its proposal under item 9 "Supplementary" under the "Response Attachments" tab.

(2) re: Vendor Agreement -- Refer to the section titled "Assignments of Agreements". RingCentral proposes continuing the first sentence with: ... provided, however, that Vendor may assign the Agreement and all of Vendor's rights and obligations thereunder without the prior approval of TIPS (a) to an affiliate of Vendor; (b) to the Vendor's successor or surviving entity in connection with a merger, acquisition, consolidation, sale of all or substantially all of its assets used in connection with the provision of services under this Agreement; or (c) as part of the transfer or disposition of more than fifty percent (50%) of Vendor's voting control or assets. This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors.

(3) re: Vendor Agreement -- Refer to the section titled "Insurance Requirements". RingCentral proposes deleting the last sentence "Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.". Vendor's practice of providing a Certificate of Insurance is the standard industry practice.

**8 5 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.

A. Firm is a publicly held corporation.

**8 6 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 required

**8 7 Long Term Cost Evaluation Criterion # 4.**

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 the life of the contract, 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.

increases will be 5% or less annually per question

**8 8 Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed 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 an 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](mailto:rick.powell@tips-usa.com)

**89 Choice of Law clauses with 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.

**90 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.

**91 Automatic renewal of contracts or agreements with TIPS or a TIPS member entity**

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

**92 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.**

**93 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?

**94 Required Vendor Sales Reporting**

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal 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](mailto: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.

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#### 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.

## REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

| Entity Name               | Contact Person   | VALID EMAIL IS REQUIRED | Phone          |
|---------------------------|------------------|-------------------------|----------------|
| Southwestern University   | Todd K. Watson   | tkw@southwestern.edu    | (512) 819-7333 |
| Bernalillo County,        | Julian Sanchez   | julianS@bernco.gov      | (505) 910-4168 |
| Northbrook Public Library | Kate Hall        | khall@northbrook.info   | (847) 272-7084 |
| Dybcabvukke, Texas        | Tracy R. Beekman | n/a                     | (972) 780-5087 |
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**CERTIFICATION BY CORPORATE OFFERER**

**COMPLETE ONLY IF OFFERER IS A CORPORATION,**

**THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.**

**OFFERER:** RingCentral, Inc.  
(Name of Corporation)

**I, Bruce Johnson certify that I am the Assistant Secretary of the Corporation**  
(Name of Corporate Assistant Secretary)

**named as OFFERER herein above; that**

Naveed Husain  
(Name of person who completed proposal document)

**who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as**

Vice President, Vertical Industry Program

**(Title/Position of person signing proposal/offer document within the corporation)**

**of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.**

CORPORATE SEAL if available

DocuSigned by:  
Bruce Johnson  
6D1B303BD5C8418...  
SIGNATURE

4/9/2021

DATE

DocuSign Envelope ID: FC2B6B80-0472-4E8D-97A3-3C0AD97BDA6A

TIPS RFP # 210303**Required Confidential Information Status Form**

RingCentral, Inc.

Name of company

Naveed Husain, Vice President, Vertical Industry Program

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

20 Davis Drive

Belmont

CA

94002

650.472.4100

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 WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature \_\_\_\_\_ Date \_\_\_\_\_


**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.

DocuSigned by:

Signature


  
C40F1AE02F7946B...

Date 4/9/2021



# 2021 BUSINESS PROPOSAL

RESPONSE TO  
The Interlocal Purchasing System (TIPS)  
RFP 210303 Telephone and Communications Data  
Systems and Solutions

RingCentral, Inc.  
20 Davis Drive, Belmont, CA 94002 – USA

Contact:  
Naveed Husain  
Vice President Vertical Programs  
650.667.1056  
naveed@ringcentral.com

April 16, 2021





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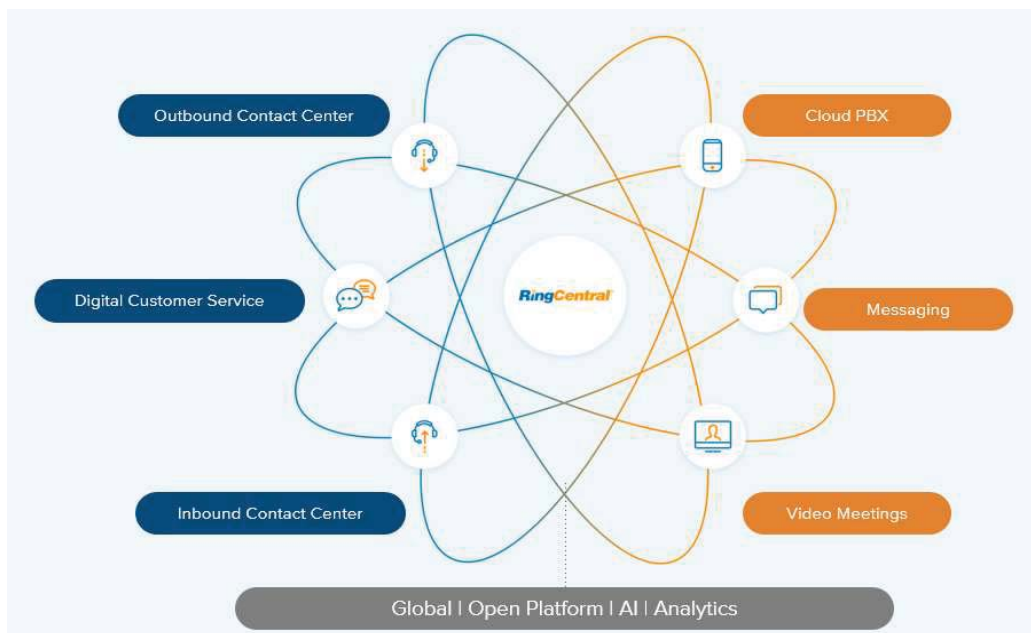
## Executive Summary

RingCentral is excited about the opportunity to work with TIPS/Texas Region 8 Education Service Center (Region 8 ESC) to provide a comprehensive, complete web-based meeting, webinar, conference, contact center, and trade show programs solution through the RingCentral' offerings. In addition, RingCentral has also included white label offerings from Avaya ACO and ATOS Unify-cloud-based contact center and business communication solution that will unify your locations, employees, and devices under one solution. The RingCentral platform is an award-winning solution providing unparalleled flexibility, ease of use, and ease of administration. We believe that RingCentral's extensive cloud experience will deliver a great modernization opportunity for Region 8 ESC, with meaningful qualitative and measurable quantitative benefits to operations and economics. And all of this will be supported by our world class round-the-clock support and carrier grade infrastructure.

### Our Offering:

For Region 8 ESC, our proposed solution includes RingCentral's market leading Unified Communications as a Service and Contact Center as a Service, with the ability to receive market leading professional services to ensure your organizations have a seamless implementation. It is RingCentral's goal to help organizations achieve greater speed to innovation. Our services are delivered and fully supported with industry-leading service level agreements or SLAs.

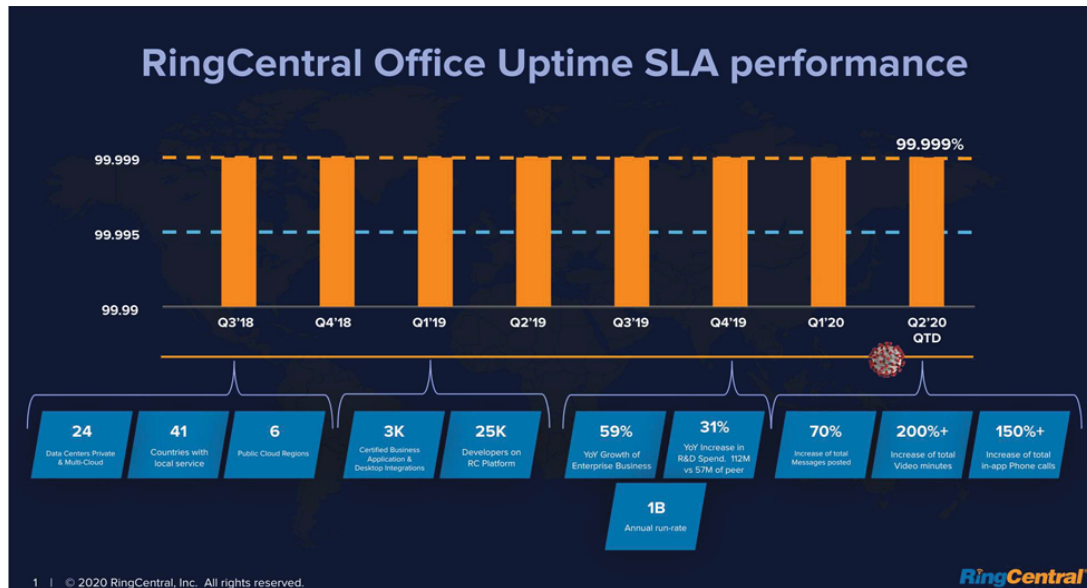
The only provider to be recognized as a leader by all five major UCaaS and CCaaS analyst firms, our software is helping higher education improve their users' experience with a unified suite of omni-channel routing, workforce optimization, analytics, and voice as a service – delivered on an enterprise-grade open cloud platform. We've built a complete platform that intelligently routes all of your customer interactions, integrates with leading CRMs, helps you schedule and improve your workforce, and analyze trends.





Here are just a few highlights of our award-winning platform:

- **Uptime and SLAs:** RingCentral offers financially-backed 99.999% Service Uptime, as well as financially-backed SLAs for voice-quality.



- **Scalability:** RingCentral's multi-tenant network is designed with 2x capacity built in, allowing our customers to double in size overnight if need be with no issue.
- **Data Centers:** RingCentral houses its core technology infrastructure and global network in multiple geographically diverse, state-of-the-art, Tier-4 data centers, minimizing the risk of loss and regional service interruption due to natural disasters and other catastrophic situations. RingCentral's major data centers are located on the East and West Coasts of North America. Additionally, RingCentral has multiple point-of-presence (POP) data centers located throughout North America. This geo-redundant, active-active architecture ensures high availability even when faced with major regional natural or other disasters.

Within each major data center, RingCentral provides high availability, redundant architecture. Access to the Internet is ensured through the purchases of multiple Internet transits at each data center. All of RingCentral's service components are designed with high availability, fault tolerance, and fault impact segregation in mind. Customer data - including service configurations, messages, etc. - is fully replicated across RingCentral's data centers in real time. PSTN access is ensured through the purchase of connectivity from multiple Tier 1 global telecommunications providers at each data center.

- **Connectivity and Bandwidth:** Our customers may connect to RingCentral via Over-the-Top (using public internet), or by private connection such as SD-WAN or MPLS.

RingCentral provides you with reliable, high-quality service. Your local network, Internet connection, and router devices all contribute to overall call quality. To help you manage your call quality, RingCentral offers tools to check your Internet connection speed, and instructions to configure the Quality of Service (QoS) settings of your routers. As part of our Network assessment, we will be able to suggest any additional requirements.



- **Security:** RingCentral's network and application perimeter are protected with firewalls and session border controllers. Administrative access requires authenticating through a production VPN gateway, then authenticating to local infrastructure systems. Only authorized personnel are given access to the production environment. Technology layers include intrusion detection systems, system logs, and fraud analytics. Operational processes include system and service-level monitoring, system hardening, change management, and regular vulnerability scans.

RingCentral is SSAE16 SOC2 Type II compliant. We can provide the SOC2 report after an NDA is signed.

Our data centers are SSAE16, SAS70 & ISO 27001 compliant.

- **Professional Services:** The Professional Services organization will help Region 8 ESC successfully plan, design, and deploy. We have expertise in every step of the deployment ranging from planning and designing, implementation to project management, ongoing support, and consulting. RingCentral Professional Services also offers the best practices and tools for customer-specific needs which results in a project and implementation that is fine-tuned to optimize performance, accelerate return on investment and ensure successful end-user adoption.



- **Maintenance and Support:** RingCentral provides proactive notifications for upcoming releases. In addition, your Customer Success Manager (CSM) details these in regularly scheduled meetings.

Maintenance and support of the system and hardware (phones provided by RingCentral) are included free of charge with 24/7 coverage. Software upgrades to the RingCentral system are always included free of charge.

All phones purchased from RingCentral including soft endpoints come pre-configured and provisioned. Soft end points on tablets, desktops, and mobile devices simply need to be logged into.

RingCentral provides a 24 x 7 x 365 customer care with a "follow-the-sun" model with an internal support Organization, resolving 90% of support cases with "at the first support tier level without escalation". Majority of customer cases are resolved within one business day, depending upon the priority, severity, and nature of the problem.





RingCentral customers are notified by email of issues and outages affecting their service. Customers are also notified when the issue is resolved, what the issue was, and how it was resolved.

Additionally, RingCentral Provides a way for our customers to purchase enhanced enterprise technical services to assist in change-management, knowledge transfer and speed to value.

### Value to Region 8 ESC:

By partnering with RingCentral, not only will TIPS Region 8 ESC adopt a communication platform that delivers the mission-critical foundational features necessary to meet the needs and demands of your customers, but you will also gain the ability to provide differentiated value to your customers by leveraging advanced functions to drive an increase in agent efficiency and effectiveness, improved speed and agility, and drive incremental revenue growth and customer satisfaction.

With RingCentral, we improve customer communications by bringing together Contact Center and Unified Communications capabilities. This provides agents with tools for messaging, knowledge sharing and video to improve their interactions with customers. In addition, RingCentral is a Competitive Local Exchange Carrier with our own global network which enables us to deliver a true end to end solution for TIPS Region 8 ESC.

Furthermore, forging a partnership with RingCentral provides additional unique benefits including:

- **Partner with the Fastest Growing and Largest Cloud Communications Company:** Since the public launch of RingCentral Office in 2009, we have revolutionized how companies of all sizes are deploying communications solutions across all the enterprise. Our ease of administration, rich feature set, and simple all-inclusive pricing have disrupted the industry, resulting in the fastest company growth in the category, and a strong public market performance (listed RNG on the NYSE). We are best positioned to help TIPS Region 8 ESC capitalize on the seismic shift of business communications moving to the cloud.
- **Undisputed Product Leadership:** RingCentral pioneered cloud-based business communications and now offers the most comprehensive collection of capabilities including a fully featured Cloud PBX, Contact Center, Web Meetings, Audio and Video Conferencing, Team Messaging and Collaboration, Fax, SMS, and more. As such, we have been recognized by many leading analysts including earning the Leader in the 2015, 2016, 2017, 2018, 2019, & 2020 Gartner Worldwide Magic Quadrant Report <https://www.ringcentral.com/lp/gartner-magic-quadrant.html> (figure below) as well as the Market Leadership Award from Frost & Sullivan for 2014, 2015 & 2019 and UCaaS Company of the Year Award for 2016 & 2017 <https://www.ringcentral.com/lp/frost-and-sullivan-UCaaS-Radar.html>. We also have numerous reviews and awards from respected publications including PC Magazine Editor's Choice in 2015 and 2016 as well as the 2016 and 2019 Internet Telephony Product of the Year award from TMC.



## Magic Quadrant

Figure 1: Magic Quadrant for Unified Communications as a Service, Worldwide



- Cloud Platform Excellence:** RingCentral has invested over 10+ years in R&D developing the RingCentral Connect Platform and is this market's first open communications platform. Our extensive feature support and rich set of open APIs allows for rapid integration with carrier OSS/BSS systems as well as customization of services and capabilities that leverage our collection of endpoints and apps. We also have several integrations with other leading SaaS providers including Microsoft, Google, Salesforce, Box, Dropbox, ServiceNow and many others. Uniquely, we enable our customers to use our open APIs to develop custom integrations that leverage the full power of the RingCentral Connect Platform. Our strong commitment to rapid innovation coupled with our substantial R&D organization and continued technology investment allows us to continue to drive the state-of-the-art in cloud platform technology. RingCentral is architected and able to maintain and upgrade the system with no scheduled downtime, enabling us to commit to 99.999% SLA on platform availability.



RingCentral is the #1 Cloud-Based business phone system trusted by over 400,000 companies to provide high-quality business VoIP services. We are the fastest growing company in the industry and have held an A+ rating with the Better Business Bureau for the past 9 years. As the largest hosted-VoIP provider, RingCentral handles over 4 billion minutes of voice traffic annually.

RingCentral is the only UCaaS provider to have leadership or top rank recognition by four major analyst firms:

- Gartner has placed RingCentral as a Magic Quadrant Leader for five years running, 2015, 2016, 2017, 2018, 2019, and 2020.
- TMC Unified Communications Product of the Year Award, 2014, 2017, 2018 and 2019
- IHS Markit has placed RingCentral as a Leader in the 2017, 2018 and 2019 North American UCaaS Scorecard Report
- Aragon has placed RingCentral as a Leader in The Aragon Research Globe for Unified Communications and Collaboration, 2017, 2018 and 2019



A full listing of RingCentral awards and recognition is available at:

<https://www.ringcentral.com/whyringcentral/awards.html>.

RingCentral's recognition for these above awards are a result of our world-class Network Operations Center (NOC) which is monitored 24x7 by highly skilled engineers. Maintaining a 24x7 world-class NOC is an investment not found amongst all cloud-based business phone systems, but we consider it to be crucial in delivering the utmost in voice quality and reliability.



**RingCentral**



## RingCentral, Inc. Warranties

### 1. RingCentral Warranty

RingCentral will provide the Services using a commercially reasonable level of skill and care, in material compliance with all applicable Laws and otherwise subject to the terms of the Vendor Agreement. To the extent permitted by Law, RingCentral shall pass through to Customer any and all warranties RingCentral receives in connection with equipment provided to Customer.

### 2. For RingCentral Furnished Products

#### 2.1. Definitions

a. Where used in this Section 2:

i. **“Customer”** means you or any of your subsidiaries purchasing Product from RingCentral.

ii. **“Contract Date”** means the date upon which a Purchase Order is accepted by RingCentral.

iii. **“Products”** means the hardware, software, or any combination thereof, and related documentation, identified in the Website, <https://www.ringcentral.com/office/voip-phone.html> which are made available for purchase and/or license by Customer pursuant to a Contract. Products shall be new or like-new, unless Customer requests refurbished Product. RingCentral will fulfil Purchase Orders for refurbished Product to the extent RingCentral has refurbished Product available.

iv. **“Purchase Order”** means Customer’s submission of a written or electronic order for Products through the Website or other documentation indicating name, quantity and pricing of Products to be purchased.

v. **“Supplier”** means the supplier, licensor, publisher, manufacturer or other third party provider of Products.

vi. **“Website”** means the portal hosted by RingCentral through which Products are made available for purchase.

RingCentral, Inc. Warranty Statement  
re: RFP 210303 Telephone and Communications Data Systems and Solutions

b. As used in these Conditions, (i) any reference to a statute shall be construed as a reference to that statute as amended, re-enacted or otherwise modified from time to time, (ii) the term “including” will always be deemed to mean “including, without limitation”, (iii) a definition is equally applicable to the singular and plural forms of the feminine, masculine and neuter forms of the term defined, and (iv) any headings in these Conditions are for convenience only and shall not affect the interpretation of any terms.

## **2.2. Product Warranty.**

a. Customer understands that RingCentral is not the Supplier of the Products. Accordingly, all Products are sold subject to the express warranty terms, if any, specified by the original Supplier of the Products. Any software supplied to Customer pursuant to a Contract is supplied subject to the provisions of the Supplier’s licensing terms. RingCentral will pass through to Customer all warranties that RingCentral is expressly authorized by the original Supplier to pass through to Customer.

b. RingCentral represents and warrants that title to all Products shall be free from all security interests, liens, and encumbrances at the time of delivery to Customer. The foregoing shall not be construed, and RingCentral does not provide, any warranty against infringement of a third-party intellectual property right. Any warranties, conditions or other terms implied by common law or statute or otherwise in connection with these Conditions (except to title, in the case of Products) are hereby expressly excluded to the fullest extent permitted by law, save for fraudulent misrepresentation.

## **2.3. Product Warranty Assistance.**

a. For all Returned Products (whether pursuant to a Warranty Claim or otherwise) RingCentral will, on the Customer’s behalf, initiate an RMA request with Supplier. Following an RMA request, RingCentral shall issue an RMA number and issue a shipping label to Customer via electronic exchange (an “**RMA**”).

b. Customer shall immediately notify RingCentral if any Products supplied to Customer prove to be defective in quality or condition within the Supplier’s warranty period (the “Claim”). Upon receipt of notification of such Claim, RingCentral shall notify Customer whether, as a matter of Supplier policy, the Claim must be handled directly with the Supplier or indirectly through RingCentral. In the event the Claim must be handled

RingCentral, Inc. Warranty Statement  
re: RFP 210303 Telephone and Communications Data Systems and Solutions

directly between Customer and Supplier, RingCentral shall provide contact information to enable Customer to contact Supplier. In the event the Claim will be handled by RingCentral, then RingCentral shall provide Customer with a return material authorization ("RMA") for Customer to return the Products to RingCentral, and Customer shall return such Products to RingCentral in accordance with these Conditions and RingCentral's then current RMA policy (which shall be made available to Customer upon request).

c. No Products may be returned to RingCentral without a valid RMA number displayed on the Products packaging. Any Products returned without a valid RMA number displayed on the Products packaging will be refused or returned. RingCentral shall not be obligated to ship replacement Products to Customer until RingCentral is in receipt of the original Products being returned. Notwithstanding the foregoing, upon receipt of notification of any warranty claim within the first ninety (90) days after receipt of the Product by Customer, RingCentral shall process such warranty claim per Supplier procedures and ensure the shipment of a replacement Product to Customer. Replacement Product may be new or used. After the first ninety (90) days from receipt of the Product by Customer, and unless otherwise directed by RingCentral, the Customer must contact the Supplier directly for any warranty repair or replacement services.

d. During the first ninety (90) days after Customer's receipt of the Product, RingCentral is responsible for all shipping fees associated with a warranty claim (including, without limitation, both return of the defective Product and shipment of the replacement Product). Customer shall be responsible for any such shipping costs for warranty claims made after such initial ninety (90) day period.

e. Customer agrees that RingCentral's sole liability to Customer regarding any Product defect claims is limited to the administration of such claims with the Supplier, and as set forth herein. After the first ninety (90) days from Customer's receipt of Product, RingCentral's liability to Customer regarding any Product defect claims is limited to and is expressly contingent upon RingCentral's ability to obtain a refund, credit or replacement Products from the Supplier. RingCentral has no obligation to accept a return of Products where the Customer fails to comply with Supplier's policy on Product returns.

RingCentral, Inc. Warranty Statement  
re: RFP 210303 Telephone and Communications Data Systems and Solutions

f. RingCentral shall not be liable or responsible for administering any defect or other claim which arises from normal wear and tear, misuse, negligence, accident, abuse, use not in accordance with Supplier's Product documentation, modification or alteration not authorised by Supplier, or use in conjunction with a third party product. RingCentral reserves the right to determine whether any Products are defective.

#### **2.4. Product Warranty Returns.**

a. Any Products returned pursuant to an RMA issued by RingCentral must be shipped to RingCentral within seven (7) working days of the date of such RMA. Following an RMA request, RingCentral shall issue an RMA number and issue a shipping label to Customer via electronic exchange.

b. Customer irrevocably authorizes RingCentral to carry out any necessary tasks related to the repair or replacement of Products on behalf of Customer under these Conditions.

c. Unless RingCentral collects Products using its own carrier, Customer agrees that RingCentral shall not be liable for any loss or damage to Products returned to RingCentral.

#### **3. Limitations**

a. RINGCENTRAL'S LIABILITY FOR ANY DIRECT LOSS OR DAMAGE ARISING OUT THESE CONDITIONS AND ANY CONTRACT FOR THE SALE AND PURCHASE OF PRODUCTS HEREUNDER SHALL BE LIMITED TO, AND SHALL UNDER NO CIRCUMSTANCES EXCEED THE PRICE PAID BY CUSTOMER FOR THE PRODUCTS GIVING RISE TO THE CLAIM (EXCLUDING APPLICABLE TAXES). RINGCENTRAL SHALL HAVE NO LIABILITY UNDER THESE CONDITIONS OR ANY CONTRACT IF RINGCENTRAL HAS NOT RECEIVED PAYMENT OF THE TOTAL INVOICE PRICE OF THE PRODUCTS GIVING RISE TO THE CLAIM.

b. EXCEPT AS EXPRESSLY PROVIDED IN THESE CONDITIONS, RINGCENTRAL AND ITS SUPPLIERS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY FINANCIAL, CONSEQUENTIAL OR OTHER LOSS OR DAMAGE CAUSED TO CUSTOMER BY REASON OF ANY REPRESENTATION, WARRANTY (EITHER EXPRESS OR IMPLIED), CONDITION OR OTHER TERM, OR ANY DUTY AT COMMON LAW; OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, REVENUE, RECORDS OR DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, DAMAGE TO REPUTATION OR GOODWILL, OR ANY MATTER BEYOND ITS REASONABLE CONTROL) OR FOR ANY OTHER CLAIMS FOR COMPENSATION HOWEVER CAUSED (WHETHER CAUSED BY THE NEGLIGENCE OF

RingCentral, Inc. Warranty Statement  
re: RFP 210303 Telephone and Communications Data Systems and Solutions

RINGCENTRAL, ITS EMPLOYEES, AGENTS, SUPPLIERS OR OTHERWISE) WHICH ARISE OUT OF OR IN CONNECTION WITH THESE CONDITIONS OR A CONTRACT HEREUNDER, EVEN IF RINGCENTRAL OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, LIABILITY OR DAMAGES.

c. Nothing contained herein shall be construed as excluding or limiting RingCentral's liability for death or personal injury caused by RingCentral's negligence, or willful misconduct.

**RingCentral, Inc. \_ Proposed Goods & Services**

04-16-2021

**OVERVIEW**

RingCentral is a leading provider of Unified Communications as a Service (UCaaS) with unified voice, video meetings, team messaging, digital customer engagement, and integrated Contact Center as a Service (CCaaS) for enterprises globally. More flexible and cost-effective than legacy on-premises systems, the RingCentral platform empowers employees to work better together, from any location, on any device, and via any mode to serve its clients and customers, improving business efficiency and client / customer satisfaction.

<https://www.ringcentral.com/why-us-enterprise.html>

<https://www.ringcentral.com/office/industry-solutions/education-cloud-phone-systems.html>

<https://www.ringcentral.com/legal/childrens-privacy-notice-school-parental-notification.html>

[https://www.glip.com/?bmid=RCUS\\_INTDOMAINS](https://www.glip.com/?bmid=RCUS_INTDOMAINS)

**PRODUCTS/SERVICES**

**Office**, either:

- RingCentral Office
- Avaya Cloud Office (ACO) by RingCentral
- Atos Unified Office (UO) by RingCentral
- Alcatel-Lucent Enterprise Rainbow Office by RingCentral

Empower your business with messaging, video meetings, calls, and fax from anywhere, on any device. RingCentral's Office portfolio provides a complete business communications and collaboration solution that is flexible and completely scalable, so it can grow and adapt to meet your organization's ever-evolving needs.

**RingCentral Team Messaging**

RingCentral Team Messaging allows staff to simplify their workflow with team messaging, file sharing, and task management—all in one place. Create dedicated threads with coworkers and external teams for any project or topic. Plus, start a video meeting or phone call with one click—right from the app.

**RingCentral Video**

RingCentral Video is a modern online meetings experience powered by the market-leading RingCentral unified communications platform. It combines high-quality video, audio, screen sharing, and team messaging into a collaborative online meeting hub that sparks conversations and fuels ideas—anytime, anywhere, on any device.

**RingCentral Phone**

RingCentral Phone is a complete business phone system that allows organizations to get their business number up and running in minutes and start taking calls on any device. With RingCentral phone users can route calls, send business texts, check voicemail, and more with carrier-grade reliability.

**RingCentral Contact Center**

RingCentral Contact Center is an ideal solution for organizations that need to increase client and customer satisfaction and improve agent performance. By integrating market-leading cloud inbound CC, workforce optimization, and unified communications (UC) solutions into a single suite to simplify contact

center management, RingCentral Contact Center allows organizations to focus on delivering excellent client / customer experience (CX).

**RingCentral Engage Voice**

RingCentral Engage Voice is the most comprehensive outbound and blended cloud contact center platform, which allows organizations to reach and engage their audience to create lasting and profitable relationships. Dialers supercharge sales and collections, shifting agents from spending the majority of their time making calls to connecting with clients, prospects and customers. RingCentral also offers many risk mitigation features to help with TCPA compliance strategies.

**RingCentral Engage Digital**

RingCentral Engage Digital makes it easy for organizations to meet clients and customers wherever they are online. Agents can interact with clients and customers on over 20 digital channels from a single interface. Leveraging an AI based smart routing engine, it aggregates all incoming messages, filters out the noise, and creates a comprehensive digital profile of the client / customer across all digital identities to unify digital conversations on a single thread. RingCentral Engage Digital increases agent retention, agent productivity and makes it easy to respond to the changing client and customer preferences to communicate digitally.

## The Interlocal Purchasing System

Purchasing Made Personal



Printed 4 October 2023

www.ringcentral.com



### RingCentral Inc

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR'S TIPS  
CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

|         | <u>PAYMENT TO</u> | <u>TIPS CONTACT</u>     |
|---------|-------------------|-------------------------|
| ADDRESS | 20 Davis Drive    | NAME Charlie Martin     |
| CITY    | Belmont           | PHONE (866) 839-8477    |
| STATE   | CA                | FAX (866) 839-8472      |
| ZIP     | 94002             | EMAIL tips@tips-usa.com |

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: Y

### **SERVING STATES**

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT |  
NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY | PR

### **Overview**

RingCentral, Inc. (NYSE:RNG) is a leading provider of business cloud communications and contact center solutions. More flexible and cost-effective than legacy on-premises systems, RingCentral empowers mobile and distributed workforces to communicate, collaborate, and connect via any mode, any device, and any location. RingCentral offers RingCentral MVP™, a Unified Communications as a Service (UCaaS) platform including team messaging, video meetings and cloud phone system; RingCentral Video™, the company's video meetings solution with team messaging that enables Smart Video Meetings™; and RingCentral cloud Contact Center solutions. RingCentral's open platform integrates with leading third-party business applications, and enables customers to easily customize business workflows.



**AWARDED CONTRACTS "View EDGAR Doc" on Website**

| Contract | Comodity                                                | Exp Date   | EDGAR                        |
|----------|---------------------------------------------------------|------------|------------------------------|
| 210303   | Telephone and Communications Data Systems and Solutions | 05/31/2024 | See EDGAR Certification Doc. |

**CONTACTS BY CONTRACTS**

|                       |               |                |                                      |  |
|-----------------------|---------------|----------------|--------------------------------------|--|
| <b>210303</b>         |               |                |                                      |  |
| Jeannie Horton-Isreal | Public Sector | (980) 890-8549 | jeannie.hortonisreal@ringcentral.com |  |



**A Department of Education Service Center Region 8, 4845 US Highway 271 North, Pittsburg, Texas 75686, (866) 839-8477**

To: All TIPS Members

Re: TIPS Federal Funds Disclaimer and Information Sheet

To whom it may concern:

You have clicked on a link or otherwise sought to determine whether a specific TIPS Vendor on a specific TIPS Contract is EDGAR compliant. If the website states “No” to EDGAR compliance for that specific Vendor Contract, then the specific TIPS Vendor on that specific TIPS Contract is ***not EDGAR compliant***. If the website states “View Doc” to EDGAR compliance and you are linked to this letter, then TIPS has ensured the specific TIPS Vendor’s compliance with 2 CFR 200 on the specified contract ***to the extent a cooperative can do so***, as described below.

Region 8 Education Service Center (Region 8 ESC) is a Texas Education Service Center which operates The Interlocal Purchasing System (TIPS), a purchasing cooperative and department of Region 8 ESC. This document certifies that Region 8 ESC and TIPS made every effort to comply with the most restrictive requirements of 2 CFR 200, identified for educational purposes as the Education Department General Administrative Regulations (“EDGAR”). Please note that federal funds not sourced from the US Department of Education are likely regulated by 2 CFR 200 but are not technically “EDGAR.” Each federal agency and its corresponding state “pass-through” agency may interpret 2 CFR 200 differently. TIPS certifies that it competitively procures all awarded contracts pursuant to § 44.031 of the Texas Education Code, or Texas Government Code § 2269, as applicable, the most restrictive procurement method, and performs the most restrictive procurement method required by law and regulation, including all of the necessary steps outlined in 2 CFR 200, except the Price or Cost Analysis for purchases of \$250,000 and greater. (See below). ***This letter certifies that the Vendor agreed to those 2 CFR 200 contract provisions for the specified contract.***

However, this TIPS certification cannot relieve Members of federal requirements that cannot reasonably be performed by cooperatives. For example, 2 CFR 200 requires a cost or price analysis for purchases over \$250,000.00, a threshold adopted by TEA and the US Dept. of Education. TIPS does not perform a formal cost or price analysis because TIPS is not the entity making the actual purchase of goods or services. If a Vendor is awarded then TIPS has determined that the pricing is within the competitive range for the Vendor’s offering. However, when required by law, the TIPS Member must perform the required analysis on the specific goods or services before seeking TIPS pricing/purchasing from the TIPS Vendor and then upon completion of the purchase process.

Additionally, due to the Texas Department of Agriculture Guidance ARM Section 17 (“ARM Section 17”), relating to Federal Child Nutrition Program Funds (Primarily Texas Public School Fund 240), requirement that all solicitations include specific quantities of goods or services purchased, TIPS Contracts are not in compliance with ARM Section 17 as a **stand-alone** purchase contract. This is because TIPS has no way of predicting which Members will purchase specific quantities of goods and services. However, for Federal Child Nutrition Fund purchases in which the ARM Section 17 required cost or price analysis has been performed by the Member, TIPS contracts may be used in conjunction with the Member’s three quote process **unless labeled with “No” as to EDGAR compliance.** See also ARM Section 17.84 addresses purchasing through a **“Third Party Cooperative that does not follow USDA Procurement Regulations”**. This will include TIPS and possibly other cooperatives that do not specify the exact quantities and line items procured by the cooperative. See the latest ARM Section 17 [here](#).

**If this letter was linked or provided in relation to a specific Vendor Contract then the Vendor has agreed to the 2 CFR 200 Contract provisions.** For our Members’ benefit, we encourage you, when expending federal funds, to make certain that you understand and comply with any other 2 CFR 200 requirements that cannot necessarily be met on your behalf by a cooperative. We also encourage you to incorporate all 2 CFR 200 TIPS Contract provisions agreed to by the Vendor into all supplemental agreements you enter into with the TIPS Vendor, if any. While TIPS works very hard to ensure legal purchasing compliance on Members’ behalf TIPS does not provide legal counsel to its Members. TIPS recommends that you consult your legal counsel when executing contracts with TIPS Vendors. TIPS reserves the right to change its process as necessary in relation to updated guidance. Thank you for being a Member of TIPS and for letting us assist with your procurement needs.

SAR01242020

**RESOLUTION NO. 2023-116**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE RENEWAL OF TELEPHONE AND COMMUNICATIONS DATA SYSTEMS AND SOLUTIONS SERVICES FROM RINGCENTRAL PARTNER FLAIR DATA SYSTEMS THROUGH THE INTERLOCAL PURCHASING SYSTEMS (TIPS) CONTRACT IN THE ESTIMATED EXPENDITURE AMOUNT OF \$82,799.80; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** IT is necessary for the City to maintain its telephone and communications data systems and solutions; and

**WHEREAS,** The City has implemented RingCentral partner Flair Data Systems; and

**WHEREAS,** The Interlocal Purchasing Systems (TIPS) has evaluated proposals and awarded an agreement to RingCentral partner Flair Data Systems.

**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 does hereby authorize and approve the renewal of the telephone and communications data systems and solutions with RingCentral partner Flair Data Systems through Interlocal Purchasing System (TIPS) agreement in an amount not to exceed \$82,799.80.

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

**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 21st day of November, 2023.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Chiquita Taylor, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney



# STAFF REPORT

**MEETING: City Council - 21 Nov 2023**

**TITLE:**

Consider a Resolution authorizing a five-year engagement for a security protection and maintenance plan for IP cameras, door/site access, wireless network, and software upgrade/support services through the Texas Department of Information Resources purchasing contract #DIR-CPO-4494, with an annual anticipated expenditure of \$59,172.52, providing for a total anticipated expenditure not to exceed \$345,000.00.

**Vision Statement:**

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

**Pillar:**

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

**STAFF RESPONSIBLE:**

**Gwendolyn Spencer, Chief Information Officer**

**BACKGROUND/HISTORY:**

The CityCouncil approved Resolution No. 2019-016 for the purchase of security system cabling, IP cameras and related equipment from Knight Security Systems, LLC for an expenditure amount of \$212,380.48. Information Technology staff working with the Purchasing Manager secured a Security Protection and Maintenance Plan from Knight Security for an expenditure amount of \$137,478.72 for fiscal years 2019, 2020, and 2021. The contract with Knight Security was not renewed for FY 2022.

VideotronixInc. dba VTI Security, currently Paladin Technologies, was awarded the Security Protection and Maintenance Plan for FY2022 and FY2023. Paladin Technologies informed the City that due to staff shortages; they would not be renewing the contract for the third/final optional year on October 24, 2024. To date the expenditure for the Paladin contract is \$95,500.00.

City staff reviewed DIR approved security providers and noted that it would be in the best interest of the City to negotiate with Mobile Communications America (MCA), formerly Knight Security, to provide services relative to the Security Protection and Maintenance Plan to ensure no lapse in services for the city's security systems. Additionally, the hand-off between the vendors will be seamless because Knight Security was the original installer of the system.

**POLICY EXPLANATION:**

By approving this Resolution, the City Council authorizes the purchase of a security protection and maintenance plan and services.

**FUNDING SOURCE:**

**ORG and Object Number**

01011400 (Information Technology) - 700451 (Maintenance/Licensing Agreements)

| <u>Available Budget</u> | <u>Purchase Amount</u> | <u>After Encumber</u> |
|-------------------------|------------------------|-----------------------|
| \$287,018.12            | \$59,172.52            | \$227,845.60          |

**ACTION ALTERNATIVES:**

1. Approve the Resolution.
2. Do not approve the Resolution.
3. Other actions as directed by the Council.

**ATTACHMENTS:**

[DIR Contract - Knight Security](#)

[Resolution No. 2023-115 - Security Protection and Maintenance Plan - Pdf](#)

Contract Number

DIR-CPO-4494

Contract Term Date: 08/28/24 ?

Contract Expiration Date: 08/28/25 ?

Vendor Information

Mobile Communications  
America, Inc.

Vendor ID: 1463328561

HUB Type: Non HUB ?

RFO: DIR-CPO-TMP-443

Contract Status: Active

VENDOR CONTACT:

Jeff Howell

Phone: (512) 590-7858

Vendor Website

DIR CONTACT:

Jacqueline Torres

Phone: (512) 475-4588

**RESOLUTION NO. 2023-115**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A FIVE-YEAR ENGAGEMENT WITH MOBILE COMMUNICATIONS AMERICA, FORMERLY KNIGHT SECURITY FOR A SECURITY PROTECTION AND MAINTENANCE PLAN FOR IP CAMERAS, DOOR/SITE ACCESS, WIRELESS NETWORK, AND SOFTWARE UPGRADE/SUPPORT SERVICES THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES PURCHASING CONTRACT #DIR-CPO-4494, WITH AN ANNUAL ANTICIPATED EXPENDITURE OF \$59,172.52, PROVIDING FOR A TOTAL ANTICIPATED EXPENDITURE OF \$345,000.00; AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID ENGAGEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary for the City to maintain its investment in its security cameras, access controls, and monitoring systems located at various locations in the City; and

**WHEREAS**, the Texas Department of Information Resources (DIR) has competitively solicited proposals for security systems equipment, monitoring, and protection plans for IP cameras, Door/Site Access, and wired/wireless communications and software for the monitoring of said systems; and

**WHEREAS**, the Texas Department of Information Resources (DIR) has evaluated the proposals and awarded a contract, #DIR-CPO-4494 attached as Exhibit A, to Mobile Communications America, formerly Knight Security Systems, LLC; and

**WHEREAS**, the City of Duncanville estimates that its purchases through the contract term will exceed \$50,000.00 and thus purchases through 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.** The City Council hereby approves the execution of an agreement and/or purchase order for the acquisition of equipment and services from Mobile Communications America through the Texas Department of Information Resources (DIR), Contract Number: DIR-CPO-4494 in accordance with its unit prices, for a one-year term and four (4) additional one-year terms in the amount not to exceed \$345,000.00 and the Interim City Manager or his designee is hereby authorized to issue the appropriate purchase orders.



**SECTION 2.** Purchases authorized herein beyond the current fiscal year are subject to availability of funds and any non-appropriation by Council. Failure to budget for such expenses for subsequent fiscal years shall terminate this authorization.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Duncanville,  
Texas, on the 21st day of November, 2023.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Chiquita Taylor, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney

DIR Contract No. DIR-CPO-4494

Vendor Contract No. \_\_\_\_\_

**STATE OF TEXAS**  
**DEPARTMENT OF INFORMATION RESOURCES**  
**CONTRACT FOR PRODUCTS AND RELATED SERVICES**  
**Knight Security Systems, LLC**

**1. Introduction****A. Parties**

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and Knight Security Systems, LLC (hereinafter "Vendor"), with its principal place of business at 4509 Freidrich Lane, Suite 110 Austin, TX 78744.

**B. Compliance with Procurement Laws**

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-443, on 10/28/2019, for Law Enforcement, Surveillance and Security Monitoring, Emergency Preparedness, Disaster Recovery Technology Products and Services. Upon execution of this Contract, a notice of award for RFO DIR-CPO-TMP-443 shall be posted by DIR on the Electronic State Business Daily.

**C. Order of Precedence**

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Customer Service Agreement; Exhibit 1, Vendor's Response to RFO DIR-CPO-TMP-443, including all addenda; and Exhibit 2, DIR-CPO-TMP-443, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

**2. Term of Contract**

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

DIR Contract No. DIR-CPO-4494

Vendor Contract No. \_\_\_\_\_

**3. Product and Service Offerings**

**A. Products**

Products available under this Contract are limited to Law Enforcement, Surveillance and Security Monitoring, Emergency Preparedness, Disaster Recovery Technology Products and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

**B. Services**

Services available under this Contract are limited to Law Enforcement, Surveillance and Security Monitoring, Emergency Preparedness, Disaster Recovery Technology Products and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

**4. Pricing**

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

**5. DIR Administrative Fee**

**A)** The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00.

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

**6. Notification**

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

If sent to the State:

Hershel Becker or Successor in Office  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 475-4700

If sent to the Vendor:

DIR Contract No. DIR-CPO-4494

Vendor Contract No. \_\_\_\_\_

Bob Minchew  
 Knight Security Systems, LLC  
 4509 Freidrich Lane, Suite 110  
 Austin, TX 78744  
 Phone: (512) 775-2220  
 Email: [bminchew@knightsecurity.com](mailto:bminchew@knightsecurity.com)

## 7. Software License, Service and Leasing Agreements

### A. Software License Agreement

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

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

### B. Shrink/Click-wrap License Agreement

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

### C. Service Agreement Template

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

### D. Conflicting or Additional Terms

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

DIR Contract No. DIR-CPO-4494

Vendor Contract No. \_\_\_\_\_

2. In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.
3. In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.
4. Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.
5. If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.
6. The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer or Publisher.

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

No exceptions have been agreed to by DIR and Vendor.

(Remainder of this page intentionally left blank.)

DIR Contract No. DIR-CPO-4494

Vendor Contract No. \_\_\_\_\_

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

**Knight Security Systems, LLC**

**Authorized By:** Signature on File

**Name:** Phil Lake

**Title:** President

**Date:** 08/27/2020

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

**Authorized By:** Signature on File

**Name:** Hershel Becker

**Title:** Chief Procurement Officer

**Date:** 08/28/2020

**Office of General Counsel:** Signature on File: 08/28/2020



# STAFF REPORT

**MEETING: City Council - 21 Nov 2023**

**TITLE:**

Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to Plaza Villareal, LLC in an amount not to exceed \$187,567 for a building located at 704 N. Main Street, Duncanville, Texas, 75116.

**Vision Statement:**

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

**Pillar:**

- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

**STAFF RESPONSIBLE:**

**Clay Mansell, MPA; Economic Development Administrator**

**BACKGROUND/HISTORY:**

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

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

The development agreement will be drafted as to form by the City Attorney upon city council approval.

**POLICY EXPLANATION:**

The application by Plaza Villareal, LLC was approved by the DCEDC on October 23, 2023, for incentive grants totaling \$187,567. The grant requires final approval by the City Council.



**FUNDING SOURCE:**

**ORG and Object Number**

12051000 and 708501 (Economic Development Incentives and Economic Development Incentive Grants)

| <u>Available Budget</u> | <u>Purchase Amount</u> | <u>After Encumber</u> |
|-------------------------|------------------------|-----------------------|
| \$2,262,000.00          | \$187,567.00           | \$2,074,433.00        |

**ACTION ALTERNATIVES:**

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

**ATTACHMENTS:**

[Resolution No. - 2023-168 - DCEDC Grant - Plaza Villareal LLC](#)  
[Exhibit A-Jose Villa Incentive Application](#)

**RESOLUTION NO. 2023-168**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF INCENTIVE GRANT AGREEMENT BY AND BETWEEN THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) TO PLAZA VILLAREAL, LLC, FOR REIMBURSEMENT THE ACTUAL COST OF PARKING LOT RESURFACING AND STRIPING, FIRE MITIGATION SPRINKLER SYSTEM AND LANDSCAPE IRRIGATION SYSTEM IN AN AMOUNT NOT TO EXCEED \$187,567.00, SAID DEVELOPMENT AGREEMENT WILL BE DRAFTED AS TO FORM BY THE CITY ATTORNEY; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, Plaza Villareal, LLC, occupies the building located at 704 N. Main Street, Duncanville, Texas, 75116; and

**WHEREAS**, Plaza Villareal, LLC intends install fire and landscaping sprinklers as well as paving and striping for the creation of a parking lot to support the business; and

**WHEREAS**, the DCEDC Board of Directors voted to affirmatively approve an application of incentive grants that shall not exceed one hundred eighty-seven thousand, five hundred and sixty-seven dollars (\$187,567).

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

**SECTION 1.** The City Council of the City of Duncanville, Texas, hereby approves the terms and conditions of an incentive grant agreement by and between the Duncanville Community and Economic Development Corporation to Plaza Villareal, LLC for reimbursement the actual cost of parking lot resurfacing and striping, fire mitigation sprinkler system and landscape irrigation system in an amount not to exceed one hundred eighty-seven thousand, five hundred and sixty-seven dollars and zero cents (\$187,567.00), said development agreement will be drafted as to form by the City Attorney.

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

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Duncanville, Texas, on the 21st day of November, 2023.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Chiquita Taylor, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney

Resolution No. 2023-168

4886-5162-3313, v. 1



# EXHIBIT "A" Incentives & Grants Assistance Application

**Property Owner** Jose & Olga A Villa  
**Mailing Address** 5346 Heron Trl  
**City** Dallas TX **State & Zip** TX 75236  
**Phone** 214.475.6690 **Fax** 972.780.7880 **Email** pepevilla66@yahoo.com

**Project Representative** Villas Construction  
**Mailing Address** 5346 Heron Trl  
**City** Dallas **State & Zip** TX 75236  
**Phone** 214.475.6690

**Business Name** PLAZA VillaReal  
**Property Address** 704 N Main St Duncanville TX 75116  
**Will You Lease or Own the Property?** own **Legal Incorporation (Sole Proprietor, LLC, etc)** \_\_\_\_\_  
**Type of Business** Retail Space for lease **Years in Business** \_\_\_\_\_  
**Business Plan and Portfolio Available?** \_\_\_\_\_ (If yes, please attach)

**Project Description**  
development of a construction of a new building from the beginning to the total completion of this project.

**Square footage of Project** 7 **Date Projected for Occupation of Project/Initiation of Operations** \_\_\_\_\_  
8,248.05

**Fiscal Impact / Financial Background**  
**Current Real Property Value** \$ \_\_\_\_\_  
**Estimated Property Investment (if applicable)** \$ \_\_\_\_\_  
**Current Sales / Gross Receipts / Revenue Generated** \$ \_\_\_\_\_  
**Additional Revenue to be Generated from Business Expansion (if applicable)** \$ \_\_\_\_\_  
**Sales Growth Expectations:** Year One \_\_\_\_\_ Year Two \_\_\_\_\_ Year Three \_\_\_\_\_  
**Projected Total Annual Operating Budget of this Facility** \$ \_\_\_\_\_  
**Business Liabilities** \$ \_\_\_\_\_  
**What infrastructure construction would be required?** \_\_\_\_\_

**Interior Investments** \$ \_\_\_\_\_ **Exterior Investments** \$ \_\_\_\_\_

**Are you entering into a Loan?** NO **If yes, please answer the following:**  
**Loan Amount** \$ \_\_\_\_\_  
**Down Payment** \$ \_\_\_\_\_  
**Construction Price of Improvements or Buildings** \$ \_\_\_\_\_  
**Lending Institution** \_\_\_\_\_  
**Lender's Address** \_\_\_\_\_  
**Lender's Contact Person** \_\_\_\_\_

**Employment Impact**  
**Total Number of Jobs** \_\_\_\_\_ **Total Annual Payroll** \$ \_\_\_\_\_  
**Type of Jobs Created** \_\_\_\_\_

**Percentage of Employees who will be Duncanville Residents** \_\_\_\_\_  
**Number of Full-time Employees** \_\_\_\_\_ **Number of Part-time Employees** \_\_\_\_\_

EXHIBIT "A"

☒ **Landscape Grant**

Amount Requested \$ 6,598.00

**Program Specifications:**

1. Landscape Grants were established to broaden the City's focus on curb appeal and encompass Duncanville's business corridors.
2. Eligible costs include: Materials, labor costs, permit/tap fees.
3. Plants must be perennials.
4. Drought tolerant and/or Texas native plants are encouraged.
5. Properties can only qualify every five (5) years for a landscaping grant unless special circumstances arise.

**Attach the following documentation to the application:**

1. A photo of the current landscaping and property.
2. A sketch, drawing, architectural rendering, or computer image of proposed landscape including a list of all plants to be used.
3. Contractor license irrigation number on each bid. A working irrigation system is required for a Landscape Participation Grant.
4. A letter describing how your company plans to maintain the landscaping.

☒ **Signage Grant**

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. Signage Grants were established to assist small existing business owners with the costs associated with replacing and updating nonconforming signs to the City's current standards, or new signs for existing businesses that have been at the current location for a minimum of one (1) year, or for new businesses that have been in business outside the city limits for a minimum of three (3) years.
2. Eligible costs include sign, labor costs, sign permit fee.
3. A City of Duncanville sign permit is required in order to receive reimbursement for the sign.

**Attach the following documentation to the application:**

1. A current photograph of the business showing the sign to be replaced.
2. A sketch, drawing or computer image of proposed new signage.

☐ **Façade and Architectural Improvement Grant**

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. The architectural aesthetic and beauty of the façade of a building enhances property values and encourages people to visit Duncanville.
2. The DCEDC will consider all Façade and Architectural Improvement Grants that enhance that façade and beautifies the building and surrounding area.

☒ **Pavement Grant**

Amount Requested \$ 165,000<sup>00</sup>

**Program Specifications:**

1. The paving and repaving of impervious surfaces is one of the most expensive and frequent barriers to the redevelopment of commercial locations.
2. The DCEDC shall consider incentives to assist in the repaving of impervious surfaces to bring them up to code and safety standards to ensure code compliance promote business expansion and investment.

☐ **Demo, Redevelopment, Reuse Grant**

Amount Requested \$ X

**Program Specifications:**

1. Applicant's buildings must be subject to property taxes and applicant must be current on all taxes.
2. Applicant must agree to demolish, redevelop, or renovate the existing residential or commercial structure and build back a structure of greater value at the same location.
3. Applications must be submitted with an estimated project budget documentation and approved by the DCEDC and/or City Council before projects are started.
4. Rebuild, redevelopment, reuse, or renovations must equate to at least 51% of the most recent August 1 Dallas County Appraisal District assessed value.
5. Residential and Commercial structures must be built back in accordance with the agreement signed with the City or the incentive will be forfeited and any funds dispersed must be returned to the City within a reasonable timeframe not to exceed six (6) months or the City is entitled to pursue legal action to recover said funds and reasonable attorneys' fees and expenses incurred by reason of such action.
6. All applications must include renderings (site plans) of the proposed project and include the current value of the property and the proposed value of the demo, redevelopment, or reuse.
7. Demo, Redevelopment, or Reuse of the building must be completed within twelve (12) months of receiving the building permit to be eligible for the reimbursement of the incentive.
8. For single-family projects, ownership must be transferred to an individual that will occupy the home within two years of project completion.



EXHIBIT "A"

**IMPORTANT PARTICIPATION REQUIREMENTS FOR *EACH GRANT*:**

- Applicant's buildings must be subject to property taxes.
- Work cannot have started prior to submitting a completed application.
- Only fully completed applications will be eligible for consideration.
- All City/State laws, ordinances, and policies must be followed.
- The applicant must submit a current photo and a schematic/rendering of the property requiring the grant.
- 3 detailed bids; Duncanville businesses are preferred if the service is offered locally.
  - Bid information should also include the following:
    - Business Name
    - Contact Name
    - Contact Phone Number
    - Business Address
    - Cost of Services
- Grants, by default, are paid as a **REIMBURSEMENT** unless otherwise agreed upon.
- The City will take a "Before" photo of the property. After the **PAID Invoice** has been submitted, the City will inspect the work and take an "After" photo for comparison prior to issuing funds.
- An **Attestation of Completion of Work** will be required when requesting the grant disbursement.
- The approved project must be completed within six (6) months of City Council approval date, or the applicant will be required to present a project update to the DCEDC Board in order to ensure continued funding of project.
- The project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary.
- Project funding is not a guarantee and is at the discretion of the DCEDC Board and the City Council.

**TYPE OF INCENTIVE GRANTS:** *Place a check mark in the corresponding box of the grant(s) you are applying for.*

☐ **Sales Tax Grant**

Amount Requested \$ \_\_\_\_\_

Estimated Annual Sales Generated \$ \_\_\_\_\_

**Program Specifications:**

1. New and existing businesses may qualify for a rebate grant based on a percentage of sales received by the City.
2. Sales Tax Grants are for a maximum of ten (10) years.
3. Grants are paid in annual installments within ninety (90) days after the end of each twelve-month calendar period following the issuance of a certificate of occupancy or other commencement date if no certificate of occupancy is required.

☐ **Business Retention and Expansion Grant**

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. Duncanville businesses operating within City limits for at least three (3) years that are at-risk of relocating or are looking to expand business operations outside of Duncanville are eligible for up twenty-five hundred dollars (\$2,500) per full-time employee making at least eighty-percent (80%) of the Dallas County median wage.
2. To qualify, businesses must prove through a bonafide incentive offer or pending lease agreement that they are seeking relocation or expansion outside of Duncanville. A notarized attestation may substitute the lease or incentive agreement.

☐ **Paint Grant**

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. The Paint Grants were established to assist small business owners with refurbishing the exterior of a commercial building in need of fresh paint.
2. Eligible costs include: Supplies, cost to appropriately prepare surfaces of the building, and labor costs.
3. Only buildings that have been previously painted and need to be repainted qualify for a grant unless special circumstances arise.
4. New construction projects are not eligible.
5. Buildings can only qualify every five (5) years for a paint grant unless special circumstances arise.

**Attach the following documentation to the application:**

1. Current photo of building.
2. A sketch, drawing, architectural rendering, or computer image of the proposed building or a current photo of the building that shows where the different paint colors will be applied.
3. Color samples of proposed paint. Be sure to identify brand/name/number of color.

EXHIBIT "A"

☐ Infrastructure Grant

Amount Requested \$ \$245,000

**Program Specifications:**

1. Type B EDC's may assist in the development of infrastructure that has a public benefit.
2. Eligible costs include exterior water and sewer improvements, grease traps, and street and drainage related improvements.

**Attach the following documentation to the application:**

1. Stamped engineering plans that outline in detail the scope of work.

☐ Other Incentive

Amount Requested \$ \_\_\_\_\_

1. water sprayers for fire / 2. landscape / 3. water sprinkler / 4. exterior signs

Total Grant Amount Requested \$ 964,710<sup>00</sup>

**\*\*\*If all requirements are not followed, the DCEDC Board has the authority to reject the grant request as well as not issue the grant funds for approved requests.**

**AGREEMENT:** I hereby certify that, to the best of my knowledge, all information submitted in the above Incentives & Grants Application and all attachments are correct and accurate. I understand that by completing this application, I am making a formal request to receive an economic development grant for our company that is contingent based upon the acceptance/approval of the DCEDC Board and Duncanville City Council. I understand that the project workmanship must be approved by the City before grant money can be disbursed. Additionally, I understand that incentive or grant money is traditionally paid at the completion of the project as a reimbursement and that in order to be eligible for any type of DCEDC funding, a request must be made prior to the commencement of the project. I also understand that the review and approval process will take a minimum of 30 days and that it is my responsibility to ensure that our project meets all City ordinances and/or requirements. I understand that all completed work is required to be reviewed and inspected by the Building Official or their designee. A Letter of Attestation of Completion of Work must be submitted to the City. I also understand that the approval of an incentive or grant is effective for one year from the date of City Council approval, and the project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary unless otherwise approved through corrective action. In addition, if the project is not completed within six months of the City Council approval date, I will be required to present an update to the DCEDC Board at their next regular meeting.

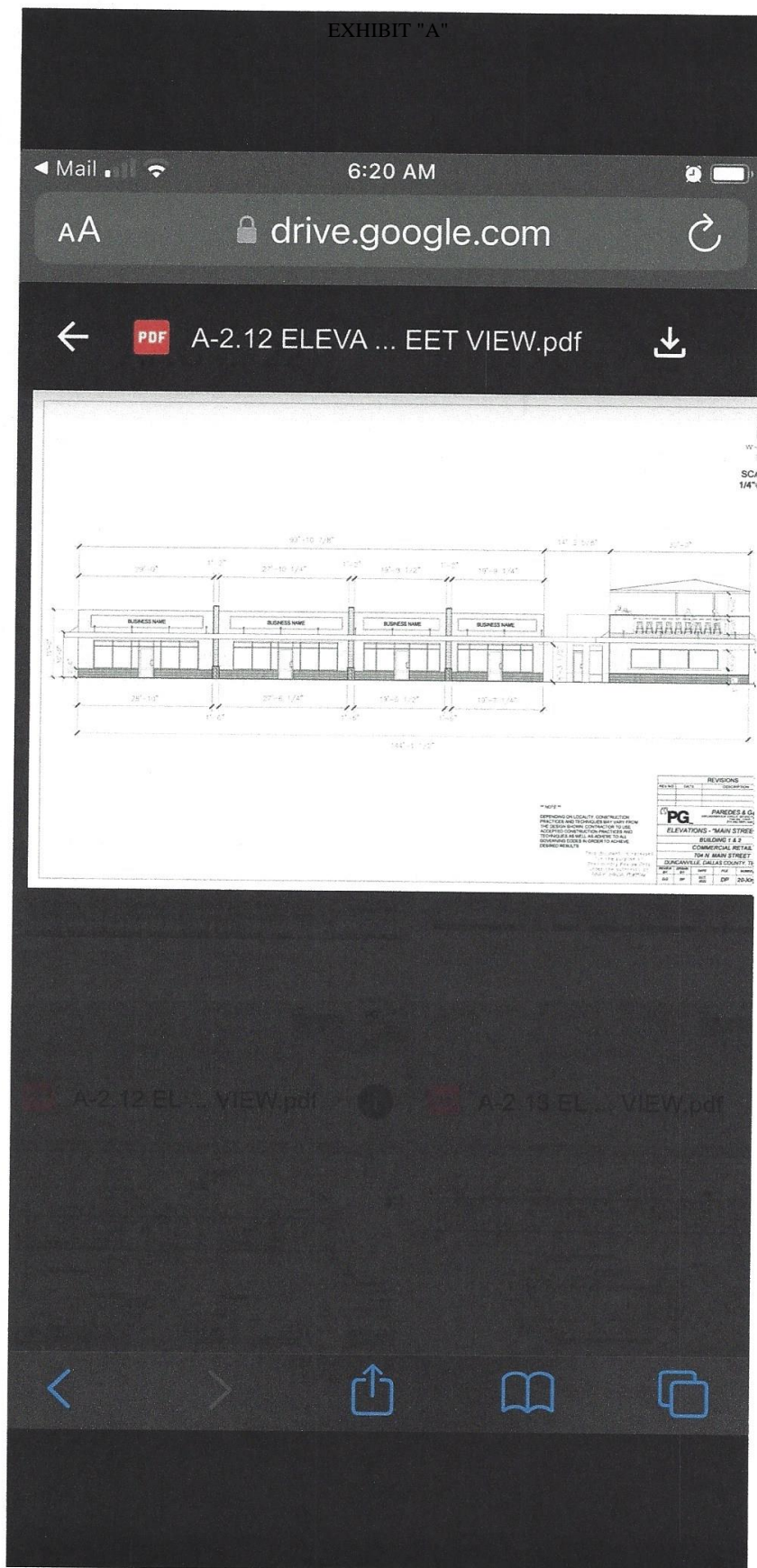
Printed Name Jose G. Villa

Date 8/30/2023

Signature [Signature]

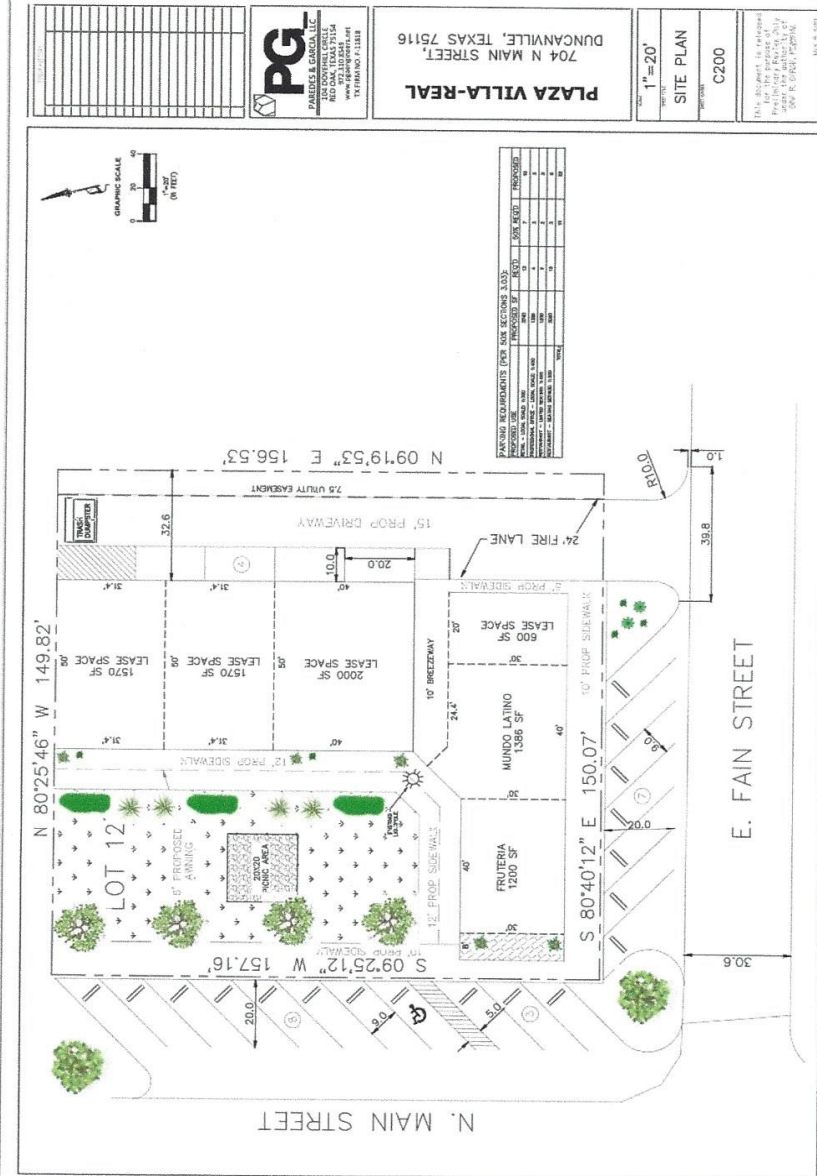


City of Duncanville  
Economic Development  
203 E. Wheatland Road  
Duncanville, TX 75116  
972.780.5090  
[www.DuncanvilleEDC.com](http://www.DuncanvilleEDC.com)

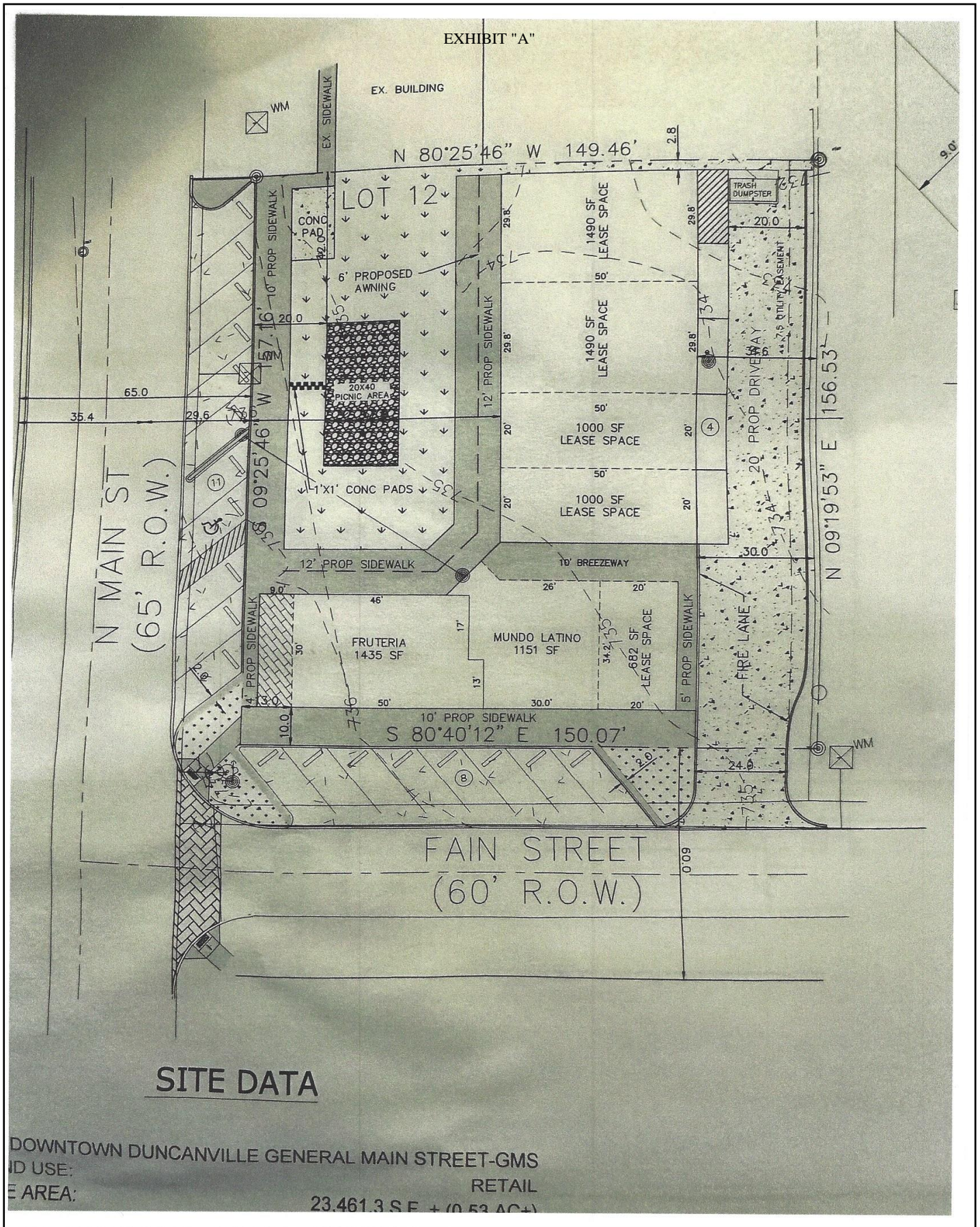




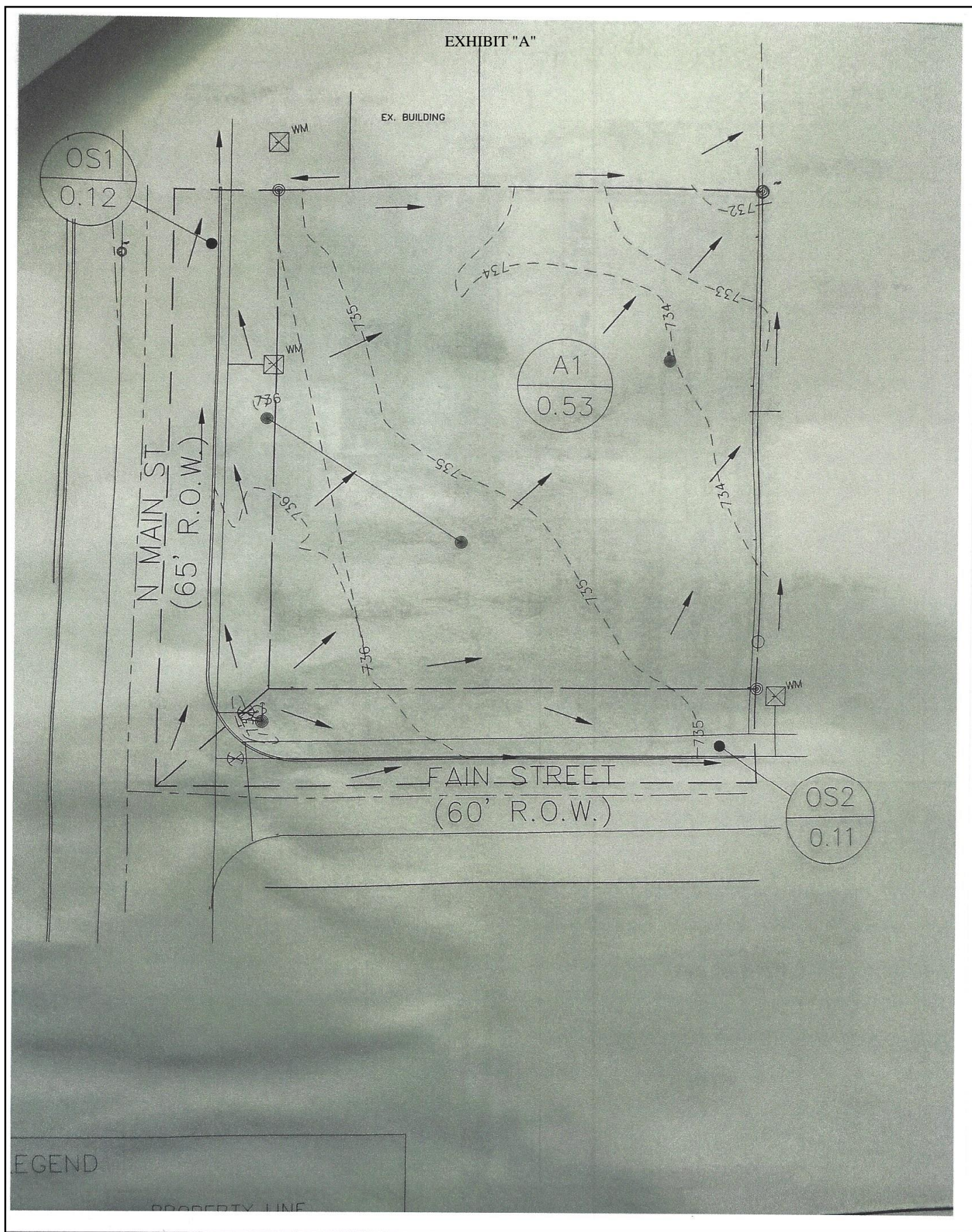
## EXHIBIT "A"



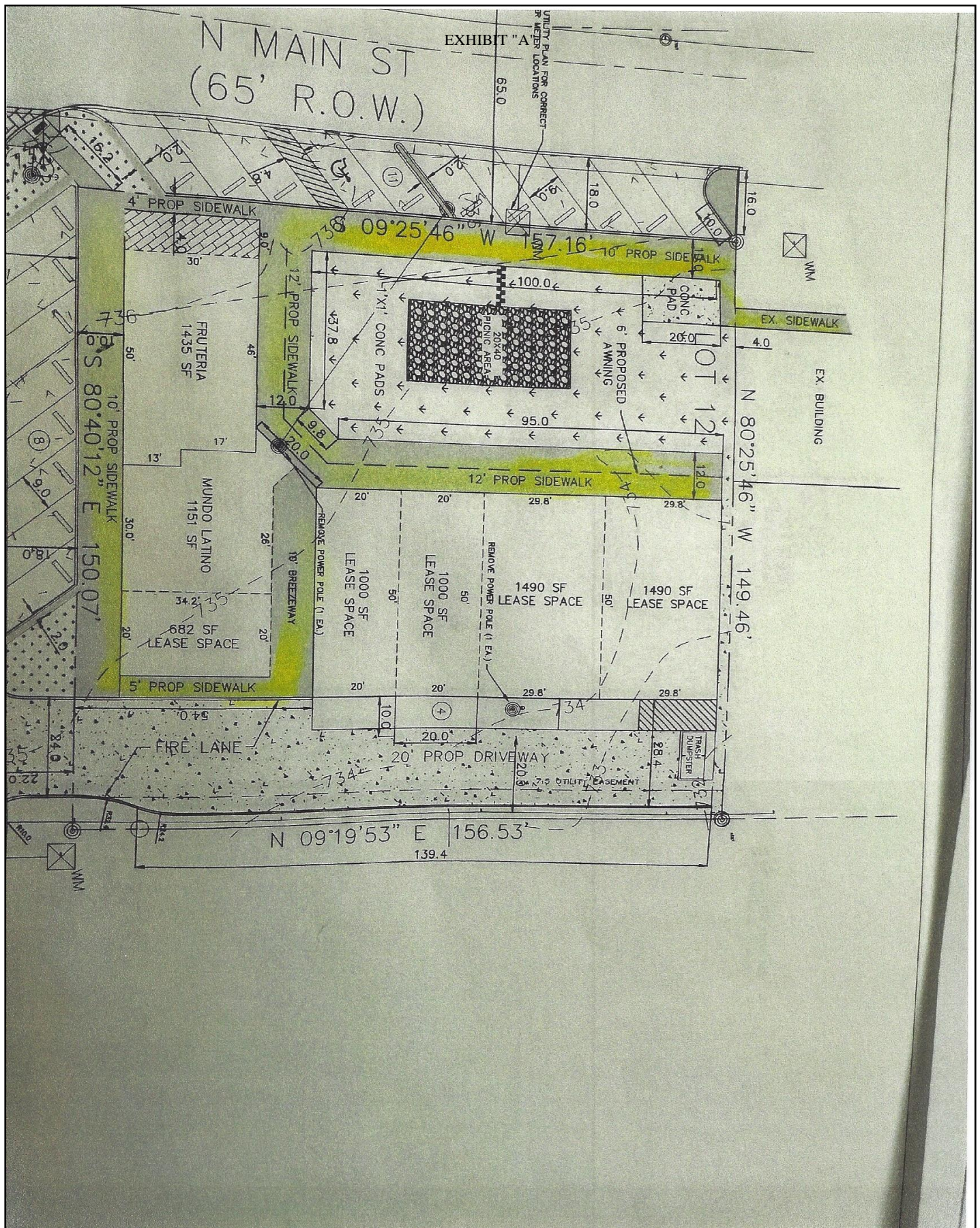














## EXHIBIT "A"

| PROPOSAL PLAZA VILLA-REAL |  |                     |
|---------------------------|--|---------------------|
| LEVEL THE GROUND          |  | \$5,000.00          |
| CONCRETE/ SLAB            |  | \$142,000.00        |
| PARKING                   |  | \$165,000.00        |
| PLUMBING                  |  | \$61,000.00         |
| BULDING STRUCTURE         |  | \$183,000.00        |
| FIRE SPRINKLERS           |  | \$15,567.00         |
| ELECTRICITY               |  | \$96,500.00         |
| STUCCO AND BRICK          |  | \$35,000.00         |
| LANDSCAPING               |  | \$6,598.00          |
| INSULATION                |  | \$3,000.00          |
| CEILING                   |  | \$15,000.00         |
| A/C 9 EQUIPMENT UNITS     |  | \$81,000.00         |
| SHEETROCK                 |  | \$36,500.00         |
| FRAME, DOORS AND WINDOWS  |  | \$50,000.00         |
| TRASH DUPSTER             |  | \$5,000.00          |
| CONCRETE SECOND FLOOR     |  | \$15,000.00         |
| CANOPY SECOND FLOOR       |  | \$12,000.00         |
| SPRINKLERS LANDSCAPING    |  | \$7,000.00          |
| FOUNTAIN                  |  | \$5,000.00          |
| SING'S COST               |  | \$25,545.00         |
|                           |  | <u>\$964,710.00</u> |

EXHIBIT "A"



**General Contractor**  
GEN5672200

**issued to**

Jose Villa  
Villa's Construction  
5346 Heron Trl.  
Dallas, TX 75236

**issued by**

City of Duncanville  
P.O. Box 380280  
Duncanville, TX 75138-0280  
  
(972) 780-5041 phone  
permits@duncanville.com

## General Contractor

**Issued By**

City of Duncanville  
P.O. Box 380280  
Duncanville, TX 75138-0280

This issued in compliance with the Ordinances of the City of Duncanville and subject to the provisions thereof.



**Issued To**

Jose Villa  
Villa's Construction  
5346 Heron Trl.  
Dallas, TX 75236

**Valid From**

11/04/22 - 11/04/23

**Number**

GEN5672200

Approved By

NON-TRANSFERABLE

**NOTICE:**

This issued in compliance with the Ordinances of the City of Duncanville and subject to the provisions thereof.

### General Contractor

NON-TRANSFERABLE

**Valid From**

11/04/22 - 11/04/23

**Number**

GEN5672200



**Issued To**

Jose Villa  
Villa's Construction  
5346 Heron Trl.  
Dallas, TX 75236

**Issued By**

City of Duncanville  
P.O. Box 380280  
Duncanville, TX 75138-0280

Approved By

EXHIBIT "A"



**Account Activation Notice**  
*for Online Permits and Inspections*

**account holder**

Jose Villa  
Villa's Construction  
5346 Heron Trl.  
Dallas, TX 75236

**account provider**

City of Duncanville  
City of Duncanville  
P.O. Box 380280  
Duncanville, TX 75138-0280

**Dear Villa's Construction,**

Your MyGov account has been activated. You can now work with us online for permits, reviews and inspections. To begin, you will need to setup a username and password by following these steps:

1. Go to [https://app.mygov.us/create\\_login\\_next.php?cityid=81](https://app.mygov.us/create_login_next.php?cityid=81).
2. When prompted, enter the information below:

|               |                     |
|---------------|---------------------|
| Account. No.: | AE06-2867-119A-51DF |
|---------------|---------------------|

3. Complete the remaining screens, and you will be logged in.
4. For future logins, go to <https://app.mygov.us/login> and enter your username and password.

**QUESTIONS?**

Building Inspections  
(972) 780-5041 phone  
[permits@duncanville.com](mailto:permits@duncanville.com)

## EXHIBIT "A"



RAL Contractors LLC  
 713-504-4128  
 2521 S. bypass 35 suite c.  
 Alvin, TX 77511

Prepared For  
 Jose Villa  
 El Rico Chamoyon

Estimate Date  
 09/24/2023

Estimate Number  
 00030106

Reference  
 New Building

| Description                                                                                                                                                                                                                                               | Rate         | Qty | Line Total   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----|--------------|
| <b>DIRT WORK DEVELOPMENT</b><br>Scrape and clean land where proposed building to be erected ..Fill dirt, Stabilizing subgrade mix. Install soil barrier around construction perimeter. All permitting is included in price.<br>Total materials and labor. | \$12,800.00  | 1   | \$12,800.00  |
| <b>Concrete Slab</b><br>Complete concrete work, forms, footings, rebar and ready mix @3000 psi. for new proposed building.                                                                                                                                | \$123,720.00 | 1   | \$123,720.00 |
| <b>Plumbing</b><br>Complete plumbing work: rough end, for DWS Lines. All plumbing work                                                                                                                                                                    | \$65,000.00  | 1   | \$65,000.00  |
| <b>structural erection</b><br>Complete metal building.                                                                                                                                                                                                    | \$138,700.00 | 1   | \$138,700.00 |
| <b>Electrical</b><br>Complete electrical work .Total estimated cost Materials and labor.                                                                                                                                                                  | \$108,300.00 | 1   | \$108,300.00 |
| <b>A/C MECHANICAL</b><br>Complete Mechanical work. Total estimated cost Materials and labor.                                                                                                                                                              | \$89,000.00  | 1   | \$89,000.00  |
| <b>sprinklers</b><br>Fire sprinkler system.                                                                                                                                                                                                               | \$19,200.00  | 1   | \$19,200.00  |
| <b>Metal frame</b><br>Complete frame estimated cost materials and labor.                                                                                                                                                                                  | \$14,700.00  | 1   | \$14,700.00  |
| <b>Insulation</b>                                                                                                                                                                                                                                         | \$9,500.00   | 1   | \$9,500.00   |



Insulation / Roll on commercial grade.

## EXHIBIT "A"

|                                                                                          |              |   |              |
|------------------------------------------------------------------------------------------|--------------|---|--------------|
| Drywall<br>Complete drywall work . Materials and labor.                                  | \$13,500.00  | 1 | \$13,500.00  |
| Stucco<br>Complete Stucco work throughout entire home.                                   | \$17,800.00  | 1 | \$17,800.00  |
| CONCRETE WORK<br>Parking area, concrete slab. All Materials and labor included in price. | \$120,700.00 | 1 | \$120,700.00 |
| Brick<br>All brick work Materials and labor.                                             | \$11,800.00  | 1 | \$11,800.00  |
| Painting<br>Complete paint work inside and out.                                          | \$27,000.00  | 1 | \$27,000.00  |
| Interior Trim & Doors<br>Baseboards, interior doors and back entry doors.                | \$19,200.00  | 1 | \$19,200.00  |
| Flooring<br>Complete flooring through out.                                               | \$47,000.00  | 1 | \$47,000.00  |
| Exterior Glass<br>Windows and doors.                                                     | \$32,500.00  | 1 | \$32,500.00  |
| Drop Ceiling<br>Drop ceiling Cost materials and labor for 2 units only.                  | \$9,800.00   | 1 | \$9,800.00   |
| Concrete Slab<br>Second floor concrete work. Materials and labor.                        | \$18,900.00  | 1 | \$18,900.00  |
| structural erection<br>Canopy build out.                                                 | \$13,700.00  | 1 | \$13,700.00  |
| Subtotal                                                                                 |              |   | 912,820.00   |
| Tax                                                                                      |              |   | 0.00         |
| Estimate Total (USD)                                                                     |              |   | \$912,820.00 |

Terms

PLEASE PAY UPON COMPLETION.

EXHIBIT "A"

# RCA CONSTRUCTION INC

**RCA CONSTRUCTION INC**  
4508 Ginger Ave  
Dallas Tx 75211

CLIENT  
JOSE VILLA

DATE  
10/09/23  
ESTIMATE ID  
HG46215

PREPARED BY

|                                  |               |
|----------------------------------|---------------|
| NEW BUILDING ( PLAZA VILLA-REAL) | \$ 818 277.71 |
|----------------------------------|---------------|

| Description                            | Rate     | Qty       | Line Total    |
|----------------------------------------|----------|-----------|---------------|
| ESTIMATED FOR 8 248 S.F OF CONCRETE    |          |           |               |
| Concreten Slab                         | \$160.00 | 269 yards | \$ 43 040.00  |
| Concrete pump                          |          | 269 yards | \$ 4 460.00   |
| Rental - skid steer and mini-excavator |          |           | \$ 3 600.00   |
| Rebar                                  | \$11.59  | 1078 bars | \$ 12 499.00  |
| Mil Poly                               | \$71.66  | 12 rolls  | \$ 860.00     |
| Forms and stakes                       |          |           | \$ 3 475.00   |
| Plus misc expense                      |          |           | \$ 3 300.00   |
| Labour                                 |          |           | \$ 50 769.91  |
| TOTAL CONCRETED                        |          |           | \$ 122 003.91 |

EXHIBIT "A"

# RCA CONSTRUCTION INC

RCA CONSTRUCTION INC  
4508 Ginger Ave  
Dallas Tx 75211

CLIENT  
JOSE VILLA

DATE  
10/09/23  
ESTIMATE ID  
HG46215

| Description              | Rate | Qty | Line Total   |
|--------------------------|------|-----|--------------|
| ESTIMATE FOR ELECTRICAL  |      |     |              |
| Material Electrical      |      |     | \$ 56 460.00 |
| Labour                   |      |     | \$ 26 840.00 |
| TOTAL ELECTRICAL         |      |     | \$ 83 300.00 |
| ESTIMATED FOR A/C        |      |     |              |
| A/C 9 UNITS AND MATERIAL |      |     | \$ 47 165.80 |
| A/C Labour               |      |     | \$ 28 168.00 |
| TOTAL A/C                |      |     | \$ 75 333.80 |
| ESTIMATED FOR SPRINKLERS |      |     |              |
| Sprinklers Material      |      |     | \$ 2 865.00  |
| Labour                   |      |     | \$ 2 969.00  |
| TOTAL SPRINKLERS         |      |     | \$ 5 834.00  |

EXHIBIT "A"

# RCA CONSTRUCTION INC

**RCA CONSTRUCTION INC**  
4508 Ginger Ave  
Dallas Tx 75211

CLIENT  
JOSE VILLA

DATE  
10/09/23  
ESTIMATE ID  
HG46215

| Description                             | Rate | Qty | Line Total   |
|-----------------------------------------|------|-----|--------------|
| ESTIMATED FOR FIRE SPRINKLERS           |      |     |              |
| Fire Sprinklers Material                |      |     | \$ 7 530.00  |
| Labour                                  |      |     | \$ 5 161.00  |
| TOTAL FIRE SPRINKLERS                   |      |     | \$ 12 691.00 |
| ESTIMATED FOR FRAME                     |      |     |              |
| Metal Frame, Doors and windows Material |      |     | \$ 34 740.00 |
| Frame Labour                            |      |     | \$ 9 260.00  |
| TOTAL FRAME                             |      |     | \$ 44 000.00 |
| ESTIMATED FOR INSULATION                |      |     |              |
| Insulation Material                     |      |     | \$ 3 800.00  |
| Labour                                  |      |     | \$ 2 945.00  |
| TOTAL INSULATION                        |      |     | \$ 6 745.00  |

# RCA CONSTRUCTION INC

RCA CONSTRUCTION INC  
4508 Ginger Ave  
Dallas Tx 75211

CLIENT  
JOSE VILLA

DATE  
10/09/23  
ESTIMATE ID  
HG46215

| Description                    | Rate | Qty | Line Total   |
|--------------------------------|------|-----|--------------|
| ESTIMATED FOR STUCCO AND BRICK |      |     |              |
| Stucco and brick Material      |      |     | \$ 23 530.00 |
| Labour                         |      |     | \$ 12 140.00 |
| TOTAL STUCCO AND BRICK         |      |     | \$ 35 670.00 |
| ESTIMATED FOR PARKING          |      |     |              |
| Parking Material               |      |     | \$96 000.00  |
| Labour                         |      |     | \$22 000.00  |
| TOTAL PARKING                  |      |     | \$118 000.00 |
| ESTIMATED FOR LANDSCAPING      |      |     |              |
| Landscaping material           |      |     | \$4 500.00   |
| Labour                         |      |     | \$3 100.00   |
| TOTAL LANDSCAPING              |      |     | \$7 600.00   |

EXHIBIT "A"

# RCA CONSTRUCTION INC

*RCA CONSTRUCTION INC*  
4508 Ginger Ave  
Dallas Tx 75211

CLIENT  
JOSE VILLA

DATE  
10/09/23  
ESTIMATE ID  
HG46215

| Description            | Rate | Qty | Line Total   |
|------------------------|------|-----|--------------|
| ESTIMATED FOR PLUMBING |      |     |              |
| Plumbing               |      |     |              |
| Slab plumbing          |      |     | \$ 7 000.00  |
| Sewer plumbing         |      |     | \$ 5 000.00  |
| Water meter            |      | 9   | \$ 12 000.00 |
| Grease trap            |      | 2   | \$ 20 000.00 |
| Labour                 |      |     | \$ 12 000.00 |
| TOTAL PLUMBING         |      |     | \$ 56 000.00 |

## ESTIMATED FOR STRUCTUAL ERECTION

|                          |  |  |               |
|--------------------------|--|--|---------------|
| Material Structural      |  |  | \$ 115 732.00 |
| Labour                   |  |  | \$ 50 268.00  |
| TOTAL STRUCTUAL ERECTION |  |  | \$ 166,000    |



# STAFF REPORT

**MEETING: City Council - 21 Nov 2023**

**TITLE:**

Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to The Diamond Suite Art & Event Studio, in an amount not to exceed \$10,000 for a building located at 320 E. Camp Wisdom Road. Duncanville, Texas, 75116.

**Vision Statement:**

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

**Pillar:**

- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

**STAFF RESPONSIBLE:**

**Clay Mansell, MPA; Economic Development Administrator**

**BACKGROUND/HISTORY:**

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

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

The development agreement will be drafted as to form by the City Attorney upon city council approval.

**POLICY EXPLANATION:**

The application by The Diamond Suite Art & Event Studio was approved by the DCEDC on August 28, 2023, for incentive grants totaling \$10,000. The grant requires final approval by the City Council.

**FUNDING SOURCE:**

**ORG and Object Number**

12051000 and 708501 (Economic Development Incentives and Economic Development Incentive Grants)

| <u>Available Budget</u> | <u>Purchase Amount</u> | <u>After Encumber</u> |
|-------------------------|------------------------|-----------------------|
| \$2,262,000.00          | \$10,000.00            | \$2,252,000.00        |

**ACTION ALTERNATIVES:**

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

**ATTACHMENTS:**

[Resolution No. - 2023-101 - DCEDC Grant - The Diamond Suite Art & Event Studio -- 320 East Camp Wisdom Road - Pdf](#)



**RESOLUTION NO. 2023-101**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF INCENTIVE GRANTS BY THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) TO THE DIAMOND SUITE ART & EVENT STUDIO, IN AN AMOUNT THAT SHALL NOT EXCEED \$10,000.00 FOR A BUILDING LOCATED AT 320 EAST CAMP WISDOM ROAD, SUITE A, DUNCANVILLE, TEXAS 75116; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, The Diamond Suite Art & Event Studio, occupies the building located at 320 E. Camp Wisdom Road, Suite A, Duncanville, Texas, 75116; and

**WHEREAS**, The Diamond Suite Art & Event Studio intends to improve the exterior signage and landscaping of the building; and

**WHEREAS**, the DCEDC Board of Directors voted to affirmatively approve an application of incentive grants that shall not exceed ten thousand dollars (\$10,000); and

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

**SECTION 1.** That the City Council of the City of Duncanville, Texas, hereby approves the terms and conditions of an incentive by the Duncanville Community and Economic Development Corporation to The Diamond Suite Art & Event Studio for reimbursement of sign installation and landscaping improvements in an amount not to exceed ten thousand dollars (\$10,000), which the development agreement will drafted as to form by the City Attorney upon City Council approval.

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

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Duncanville, Texas, on the 21st day of November, 2023.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Chiquita Taylor, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney



# Incentives & Grants Assistance Application

Owner BH Properties/Industrial LLC  
 Address BH Properties P.O. Box 49993, Los Angeles CA  
Los Angeles State & Zip CA 90049  
72-946-3128 Fax \_\_\_\_\_ Email jordan.myller@BHProperties.com

Representative N/A  
 Address \_\_\_\_\_  
 State & Zip \_\_\_\_\_

Business Name The Diamond Suite Art and Event Studio  
 Business Address 320 E Camp Wisdom Rd, Duncanville, TX 76115  
 Do you Lease or Own the Property? Lease Legal Incorporation (Sole Proprietor, LLC, etc) \_\_\_\_\_  
 Type of Business Art Studio/Event Studio Years in Business 1 year  
 Business Plan and Portfolio Available? \_\_\_\_\_ (If yes, please attach)

Project Description  
Exterior Store Front Signs, Landscaping, Business Expansion -  
Employee Growth

Are you a Footcage of Project: \_\_\_\_\_ Date Projected for Occupation of Project/Initiation of Operations \_\_\_\_\_

## Financial Impact / Financial Background

Current Real Property Value \$ \_\_\_\_\_  
 Estimated Property Investment (if applicable) \$ \_\_\_\_\_  
 Current Sales / Gross Receipts / Revenue Generated \$ 8000  
 Additional Revenue to be Generated from Business Expansion (if applicable) \$ \_\_\_\_\_  
 Sales Growth Expectations: Year One \$70,000 Year Two \$85,000 Year Three \$106,000  
 Projected Total Annual Operating Budget of this Facility \$ 65,000  
 Business Liabilities \$ 65,000  
 What infrastructure construction would be required? N/A

Interior Investments \$ \_\_\_\_\_ Exterior Investments \$ \_\_\_\_\_

Are you entering into a loan? No If yes, please answer the following:

Loan Amount \$ N/A  
 Down Payment \$ N/A  
 Construction Price of Improvements or Buildings \$ N/A  
 Lending Institution N/A  
 Lender's Address N/A  
 Lender's Contact Person N/A

## Employment Impact

Total Number of Jobs 5 Total Annual Payroll \$ \_\_\_\_\_  
 Type of Jobs Created 5 (so far) Manager and Assistant Manager, Cleaners  
Social Media Manager, Bookkeeper/Accountant

Percentage of Employees who will be Duncanville Residents \_\_\_\_\_  
 Number of Full-time Employees 4 Number of Part-time Employees 1



## IMPORTANT PARTICIPATION REQUIREMENTS FOR EACH GRANT:

- Applicant's buildings must be subject to property taxes.
- Work cannot have started prior to submitting a completed application.
- Only fully completed applications will be eligible for consideration.
- All City/State laws, ordinances, and policies must be followed.
- The applicant must submit a current photo and a schematic/rendering of the property requiring the grant.
- 3 detailed bids; Duncanville businesses are preferred if the service is offered locally.
  - Bid information should also include the following:
    - Business Name
    - Contact Name
    - Contact Phone Number
    - Business Address
    - Cost of Services
- Grants, by default, are paid as a **REIMBURSEMENT** unless otherwise agreed upon.
- The City will take a "Before" photo of the property. After the **PAID Invoice** has been submitted, the City will inspect the work and take an "After" photo for comparison prior to issuing funds.
- An **Attestation of Completion of Work** will be required when requesting the grant disbursement.
- The approved project must be completed within six (6) months of City Council approval date, or the applicant will be required to present a project update to the DCEDC Board in order to ensure continued funding of project.
- The project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary.
- Project funding is not a guarantee and is at the discretion of the DCEDC Board and the City Council.

### TYPE OF INCENTIVE GRANTS: Place a check mark in the corresponding box of the grant(s) you are applying for.

#### ☒ Sales Tax Grant

Amount Requested \$ 10,000

Estimated Annual Sales Generated \$ 70,000

#### Program Specifications:

1. New and existing businesses may qualify for a rebate grant based on a percentage of sales received by the City.
2. Sales Tax Grants are for a maximum of ten (10) years.
3. Grants are paid in annual installments within ninety (90) days after the end of each twelve-month calendar period following the issuance of a certificate of occupancy or other commencement date if no certificate of occupancy is required.

#### ☐ Business Retention and Expansion Grant

Amount Requested \$ \_\_\_\_\_

#### Program Specifications:

1. Duncanville businesses operating within City limits for at least three (3) years that are at-risk of relocating or are looking to expand business operations outside of Duncanville are eligible for up to twenty-five hundred dollars (\$2,500) per full-time employee making at least eighty-percent (80%) of the Dallas County median wage.
2. To qualify, businesses must prove through a bonafide incentive offer or pending lease agreement that they are seeking relocation or expansion outside of Duncanville. A notarized attestation may substitute the lease or incentive agreement.

#### ☐ Paint Grant

Amount Requested \$ \_\_\_\_\_

#### Program Specifications:

1. The Paint Grants were established to assist small business owners with refurbishing the exterior of a commercial building in need of fresh paint.
2. Eligible costs include: Supplies, cost to appropriately prepare surfaces of the building, and labor costs.
3. Only buildings that have been previously painted and need to be repainted qualify for a grant unless special circumstances arise.
4. New construction projects are not eligible.
5. Buildings can only qualify every five (5) years for a paint grant unless special circumstances arise.

#### Attach the following documentation to the application:

1. Current photo of building.
2. A sketch, drawing, architectural rendering, or computer image of the proposed building or a current photo of the building that shows where the different paint colors will be applied.
3. Color samples of proposed paint. Be sure to identify brand/name/number of color.



Landscape Grant

Amount Requested \$ 3,000

Program Specifications:

- 1. Landscape Grants were established to broaden the City's focus on curb appeal and encompass Duncanville's business corridors.
- 2. Eligible costs include: Materials, labor costs, permit/tap fees.
- 3. Plants must be perennials.
- 4. Drought tolerant and/or Texas native plants are encouraged.
- 5. Properties can only qualify every five (5) years for a landscaping grant unless special circumstances arise.

Attach the following documentation to the application:

- 1. A photo of the current landscaping and property.
- 2. A sketch, drawing, architectural rendering, or computer image of proposed landscape including a list of all plants to be used.
- 3. Contractor license irrigation number on each bid. A working irrigation system is required for a Landscape Participation Grant.
- 4. A letter describing how your company plans to maintain the landscaping.

☒ Signage Grant

Amount Requested \$ 7,000

Program Specifications:

- 1. Signage Grants were established to assist small existing business owners with the costs associated with replacing and updating nonconforming signs to the City's current standards, or new signs for existing businesses that have been at the current location for a minimum of one (1) year, or for new businesses that have been in business outside the city limits for a minimum of three (3) years.
- 2. Eligible costs include sign, labor costs, sign permit fee.
- 3. A City of Duncanville sign permit is required in order to receive reimbursement for the sign.

Attach the following documentation to the application:

- 1. A current photograph of the business showing the sign to be replaced.
- 2. A sketch, drawing or computer image of proposed new signage.

☐ Façade and Architectural Improvement Grant

Amount Requested \$ \_\_\_\_\_

Program Specifications:

- 1. The architectural aesthetic and beauty of the façade of a building enhances property values and encourages people to visit Duncanville.
- 2. The DCEDC will consider all Façade and Architectural Improvement Grants that enhance that façade and beautifies the building and surrounding area.

☐ Pavement Grant

Amount Requested \$ \_\_\_\_\_

Program Specifications:

- 1. The paving and repaving of impervious surfaces is one of the most expensive and frequent barriers to the redevelopment of commercial locations.
- 2. The DCEDC shall consider incentives to assist in the repaving of impervious surfaces to bring them up to code and safety standards to ensure code compliance promote business expansion and investment.

☐ Demo, Redevelopment, Reuse Grant

Amount Requested \$ \_\_\_\_\_

Program Specifications:

- 1. Applicant's buildings must be subject to property taxes and applicant must be current on all taxes.
- 2. Applicant must agree to demolish, redevelop, or renovate the existing residential or commercial structure and build back a structure of greater value at the same location.
- 3. Applications must be submitted with an estimated project budget documentation and approved by the DCEDC and/or City Council before projects are started.
- 4. Rebuild, redevelopment, reuse, or renovations must equate to at least 51% of the most recent August 1 Dallas County Appraisal District assessed value.
- 5. Residential and Commercial structures must be built back in accordance with the agreement signed with the City or the incentive will be forfeited and any funds dispersed must be returned to the City within a reasonable timeframe not to exceed six (6) months or the City is entitled to pursue legal action to recover said funds and reasonable attorneys' fees and expenses incurred by reason of such action.
- 6. All applications must include renderings (site plans) of the proposed project and include the current value of the property and the proposed value of the demo, redevelopment, or reuse.
- 7. Demo, Redevelopment, or Reuse of the building must be completed within twelve (12) months of receiving the building permit to be eligible for the reimbursement of the incentive.
- 8. For single-family projects, ownership must be transferred to an individual that will occupy the home within two years of project completion.



## Landscape Grant

Amount Requested \$ 3,000

### Program Specifications:

1. Landscape Grants were established to broaden the City's focus on curb appeal and encompass Duncanville's business corridors.
2. Eligible costs include: Materials, labor costs, permit/tap fees.
3. Plants must be perennials.
4. Drought tolerant and/or Texas native plants are encouraged.
5. Properties can only qualify every five (5) years for a landscaping grant unless special circumstances arise.

### Attach the following documentation to the application:

1. A photo of the current landscaping and property.
2. A sketch, drawing, architectural rendering, or computer image of proposed landscape including a list of all plants to be used.
3. Contractor license irrigation number on each bid. A working irrigation system is required for a Landscape Participation Grant.
4. A letter describing how your company plans to maintain the landscaping.

## ☒ Signage Grant

Amount Requested \$ 7,000

### Program Specifications:

1. Signage Grants were established to assist small existing business owners with the costs associated with replacing and updating nonconforming signs to the City's current standards, or new signs for existing businesses that have been at the current location for a minimum of one (1) year, or for new businesses that have been in business outside the city limits for a minimum of three (3) years.
2. Eligible costs include sign, labor costs, sign permit fee.
3. A City of Duncanville sign permit is required in order to receive reimbursement for the sign.

### Attach the following documentation to the application:

1. A current photograph of the business showing the sign to be replaced.
2. A sketch, drawing or computer image of proposed new signage.

## ☐ Façade and Architectural Improvement Grant

Amount Requested \$ \_\_\_\_\_

### Program Specifications:

1. The architectural aesthetic and beauty of the façade of a building enhances property values and encourages people to visit Duncanville.
2. The DCEDC will consider all Façade and Architectural Improvement Grants that enhance that façade and beautifies the building and surrounding area.

## ☐ Pavement Grant

Amount Requested \$ \_\_\_\_\_

### Program Specifications:

1. The paving and repaving of impervious surfaces is one of the most expensive and frequent barriers to the redevelopment of commercial locations.
2. The DCEDC shall consider incentives to assist in the repaving of impervious surfaces to bring them up to code and safety standards to ensure code compliance promote business expansion and investment.

## ☐ Demo, Redevelopment, Reuse Grant

Amount Requested \$ \_\_\_\_\_

### Program Specifications:

1. Applicant's buildings must be subject to property taxes and applicant must be current on all taxes.
2. Applicant must agree to demolish, redevelop, or renovate the existing residential or commercial structure and build back a structure of greater value at the same location.
3. Applications must be submitted with an estimated project budget documentation and approved by the DCEDC and/or City Council before projects are started.
4. Rebuild, redevelopment, reuse, or renovations must equate to at least 51% of the most recent August 1 Dallas County Appraisal District assessed value.
5. Residential and Commercial structures must be built back in accordance with the agreement signed with the City or the incentive will be forfeited and any funds dispersed must be returned to the City within a reasonable timeframe not to exceed six (6) months or the City is entitled to pursue legal action to recover said funds and reasonable attorneys' fees and expenses incurred by reason of such action.
6. All applications must include renderings (site plans) of the proposed project and include the current value of the property and the proposed value of the demo, redevelopment, or reuse.
7. Demo, Redevelopment, or Reuse of the building must be completed within twelve (12) months of receiving the building permit to be eligible for the reimbursement of the incentive.
8. For single-family projects, ownership must be transferred to an individual that will occupy the home within two years of project completion.



Infrastructure Grant

Amount Requested \$ \_\_\_\_\_

Program Specifications:

1. Type B EDC's may assist in the development of infrastructure that has a public benefit.
2. Eligible costs include exterior water and sewer improvements, grease traps, and street and drainage related improvements.

Attach the following documentation to the application:

1. Stamped engineering plans that outline in detail the scope of work.

☒ Other Incentive Employee Expansion

Amount Requested \$ 20,000

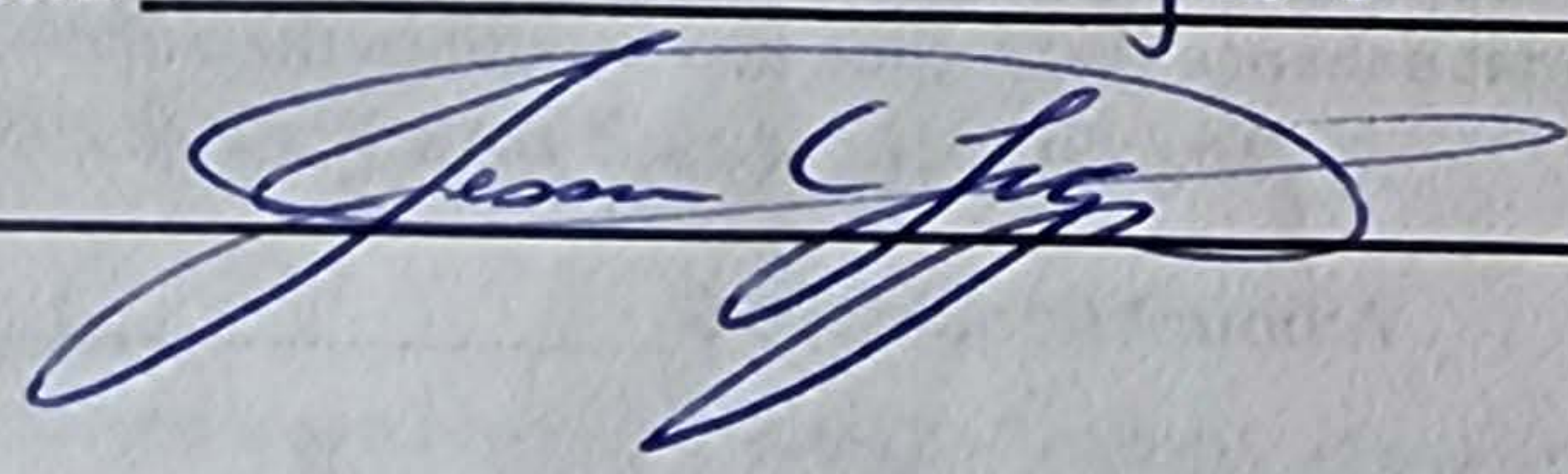
Total Grant Amount Requested \$ 40,000

\*\*\*If all requirements are not followed, the DCEDC Board has the authority to reject the grant request as well as not issue the grant funds for approved requests.

**AGREEMENT:** I hereby certify that, to the best of my knowledge, all information submitted in the above Incentives & Grants Application and all attachments are correct and accurate. I understand that by completing this application, I am making a formal request to receive an economic development grant for our company that is contingent based upon the acceptance/approval of the DCEDC Board and Duncanville City Council. I understand that the project workmanship must be approved by the City before grant money can be disbursed. Additionally, I understand that incentive or grant money is traditionally paid at the completion of the project as a reimbursement and that in order to be eligible for any type of DCEDC funding, a request must be made prior to the commencement of the project. I also understand that the review and approval process will take a minimum of 30 days and that it is my responsibility to ensure that our project meets all City ordinances and/or requirements. I understand that all completed work is required to be reviewed and inspected by the Building Official or their designee. A Letter or Attestation of Completion of Work must be submitted to the City. I also understand that the approval of an incentive or grant is effective for one year from the date of City Council approval, and the project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary unless otherwise approved through corrective action. In addition, if the project is not completed within six months of the City Council approval date, I will be required to present an update to the DCEDC Board at their next regular meeting.

Printed Name Jessica Figaro

Date 8/18/23

Signature 



City of Duncanville  
Economic Development  
203 E. Wheatland Road  
Duncanville, TX 75116  
972.780.5090  
[www.DuncanvilleEDC.com](http://www.DuncanvilleEDC.com)





6940 Marvin D Love Fwy.  
Dallas, TX 75237  
(214) 467-8200

EXHIBIT "A"

# ESTIMATE

## EST-89021

fastsigns.com/319

Payment Terms: Cash Customer

Created Date: 8/22/2023

**DESCRIPTION:** AG\_ Dimensional 1"Depth Metal on Foam Letters with UV Laminated Graphics Applied to Face & Premium UV Lamin

**Bill To:** The Diamond Suite  
320 E. Camp Wisdom Rd.  
Duncanville, TEXAS 75116  
US

**Installed:** The Diamond Suite  
320 E. Camp Wisdom Rd.  
Duncanville, Texas 75116  
US

**Requested By:** Jessica Figaro  
Email: thediamondsuitetx@gmail.com  
Work Phone: (646) 683-9909

**Salesperson:** Alex Garcia  
Email: alex.garcia@fastsigns.com  
Cell Phone: 214-864-4454

| NO.   | Product Summary                                                                                       | QTY | UNIT PRICE | AMOUNT     |
|-------|-------------------------------------------------------------------------------------------------------|-----|------------|------------|
| 1     | 30" x 131" Dimensional 1"Depth Metal on Foam Letters with UV Laminated Graphics Applied to Face       | 1   | \$1,313.89 | \$1,313.89 |
| 1.1   | 1" Metal on Foam Dimensional Graphic or Logo -<br>Text:<br>Diamond Logo                               |     |            |            |
| 1.2   | 1" Metal on Foam Dimensional Graphic or Logo -<br>Text:<br>The                                        |     |            |            |
| 1.3   | 1" Metal on Foam Dimensional Graphic or Logo -<br>Text:<br>Diamond                                    |     |            |            |
| 1.4   | 1" Metal on Foam Dimensional Graphic or Logo -<br>Text:<br>Suite                                      |     |            |            |
| 1.5   | 1" Metal on Foam Dimensional Graphic or Logo -<br>Text:<br><--- ART AND EVENT STUDIO --->             |     |            |            |
| 2     | City of Duncanville Wall Sign Permit                                                                  | 1   | \$75.00    | \$75.00    |
| 2.1   | Permit - Price subject to change based on actual cost of permit once approved and billed by the city. |     |            |            |
| 3     | 23.75" x 56.5" Translucent Vinyl with Premium UV Laminate.                                            | 2   | \$220.66   | \$441.32   |
| 3.1.1 | Vinyl - Translucent -<br>Text:<br>Monument Sign Panel Prints<br>Full Logo                             |     |            |            |
| 3.1.2 | Laminate - Vehicle/Prem Laminate -                                                                    |     |            |            |
| 4     | City of Duncanville Monument/Pole Sign Permit                                                         | 1   | \$150.00   | \$150.00   |



|     |                                                                                                                                                                                                                                                                                                                      |   |                     |            |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---------------------|------------|
| 4.1 | Permit - Price subject to change based on actual cost of permit once approved and billed by the city.<br>EXHIBIT "A"                                                                                                                                                                                                 |   |                     |            |
| 5   | Permit Acquisition                                                                                                                                                                                                                                                                                                   | 1 | \$199.00            | \$199.00   |
| 5.1 | Permit Acquisitions - Coordinate with city pre-production to verify compliance with sign regulations. Includes conducting sign code research, filing applications, and submitting sign drawings/specs. Customer is responsible for acquiring any needed landlord approvals prior to the start of the permit process. |   |                     |            |
| 6   | Installation                                                                                                                                                                                                                                                                                                         | 1 | \$725.00            | \$725.00   |
| 6.1 | Standard Installation -<br><br>Text:<br>Installation of Dimensional Letters on Building and Installation of 2 Translucent Vinyl Panels on Monument Sign.                                                                                                                                                             |   |                     |            |
|     |                                                                                                                                                                                                                                                                                                                      |   | <b>Subtotal:</b>    | \$2,904.21 |
|     |                                                                                                                                                                                                                                                                                                                      |   | <b>Taxes:</b>       | \$204.61   |
|     |                                                                                                                                                                                                                                                                                                                      |   | <b>Grand Total:</b> | \$3,108.82 |

Estimate valid for 30 days. Product summaries are intended as general descriptions only; actual specs and guarantees are not included on this document. Turnaround times are estimates. Sign warranties and care instructions are available upon request. Signs designed for temporary, short-term use cannot be warranted. All sales are final. Fees apply to cancelled orders, rescheduled installations, and any undisclosed product or installation conditions.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

EXHIBIT "A"



UL Licensed & Insured Sign Company

1184 Explorer St Unit G  
Duncanville, TX 75137

Office (469) 888-2068

Signs@EZSignworks.com

PROPOSAL

|             |         |
|-------------|---------|
| Proposal No | 1711    |
| Date        | 8/24/23 |
| Prepared By |         |

WWW.EZSIGNWORKS.COM

|                                                                                |
|--------------------------------------------------------------------------------|
| Prepared For                                                                   |
| THE DIAMOND SUITE<br>Jessica Figaro<br>320 E Camp Wisdom Rd<br>Duncanville, TX |

|                                                              |
|--------------------------------------------------------------|
| Job Location                                                 |
| THE DIAMOND SUITE<br>320 E Camp Wisdom Rd<br>Duncanville, TX |

| Description                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>LED ILLUMINATED CHANNEL LETTERS WITH LOGO - SIZE: 3'6"X16'3"</p> <p>RETURN: 5" BLACK ALUMINUM TRIM CAP: 1" BLACK FACE: WHITE ACRYLIC W/DIGITAL PRINT LIGHTING: WHITE</p> <p>INSTALLATION is included in price</p> <p>LETTERS INSTALLED ON WIREWAY &amp; WIREWAY INSTALLED DIRECT TO BUILDING</p> <p>SIGN PERMIT is included in price and will be obtained by our company.</p> |

We propose to furnish material and labor - complete in accordance with the above specifications, for the sum of: **\$5,494.85**

**Payment Terms: 50% down payment upon approval/acceptance of proposal and remaining balance due on day of delivery/installation.**

|                   |                   |
|-------------------|-------------------|
| Subtotal          | \$5,158.00        |
| Sales Tax (8.25%) | \$336.85          |
| <b>TOTAL</b>      | <b>\$5,494.85</b> |

All material is guaranteed to be as specified. All work to be completed in a workmanship manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

Acceptance of Proposal

Date of Acceptance \_\_\_\_\_

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined in payment terms above.

Signature \_\_\_\_\_

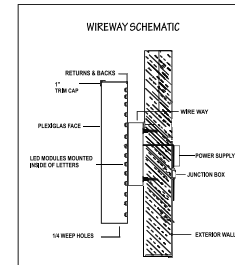
Signature \_\_\_\_\_

Page 10 of 12

Note: This proposal may be withdrawn by us if not accepted within 30 days.

# NORTH ELEVATION

EXHIBIT "A"



Created for the Approval of:  
THE DIAMOND SUITE  
320 E CAMP WISDOM RD.  
DUNCANVILLE, TX

Proof Date: 08-24-23

## Scope of Work

**MANUFACTURE & INSTALL:**  
**LED ILLUMINATED**  
**CHANNEL LETTER SIGN**

Faces: 3/16" White Acrylic  
Gold Vinyl Overlay  
Trim Cap: 1" Black Jewelite  
Returns: 5" Black Aluminum  
Lighting: White LEDs  
Wireway: Paint to match Building

## INSTALLATION

-Letters mounted on wireway.  
-Wireway installed direct to building.

**Proposed Signage: 56.88 sq ft**



This design belongs to EZSignworks and becomes the property of the customer only upon completion of an order, and is not to be used in whole or in part without written permission of EZSignworks - 1184 Explorer St. Unit G - Duncanville, TX 75137 - (469) 888-2068  
www.EZSignworks.com - Signs@EZSignworks.com

\_\_\_\_ Approved As Is    \_\_\_\_ Approved w/Changes    \_\_\_\_ Re-Draw w/Changes

Signature

Date



EXHIBIT "A"

# PROPOSAL

231044-01

Date: 08/18/2023

Expires: 09/17/2023

Drawing Numbers:

**Project:** The Diamond Suite  
320 East Camp Wisdom Road  
Duncanville, TX 75115

**Client:** The Diamond Suite  
320 East Camp Wisdom Road  
Duncanville, TX 75115

**Contact:** Jessica Figaro 646-683-9909 thediamondsuitetx@gmail.com

We are pleased to offer this proposal for the following services at the above location.

| <b>Project Description:</b>                                          | <b>Item Total:</b>          |
|----------------------------------------------------------------------|-----------------------------|
| Individual Lighted Channel Letters on Facia<br>Manufacture & Install | \$4,995.00                  |
| City Permit                                                          | \$350.00                    |
| Translucent Vinyl Panels (Qty 2)                                     | \$750.00                    |
| <hr/>                                                                |                             |
| <b>Deposit Rate: 60%</b>                                             | <b>Subtotal: \$6,095.00</b> |
| <b>Deposit: \$3,958.70</b>                                           | <b>Tax: \$502.84</b>        |
|                                                                      | <b>Total: \$6,597.84</b>    |

## **TERMS & CONDITIONS:**

1. The price includes **THREE YEAR** parts and labor warranty.
2. 60% Deposit will be required.
3. 3.5% Processing fee will be charged for any CC Transactions.
4. Work will be completed in 20-25 business days after signing the contract and acquisition of permit.
5. Electrical power, if required, shall be furnished to sign location by Client. Any additional electrical and engineering work to be done to accomplish such a job shall be customer's responsibility.

## **Salesperson: House**

Buyer's Acceptance \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Seller's Acceptance \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Page 12 of 12

Page 1 of 1

www.squarecoil.com



# STAFF REPORT

**MEETING: City Council - 21 Nov 2023**

**TITLE:**

Consider a Resolution approving the terms and conditions of design incentive grants by the Duncanville Community and Economic Development Corporation (DCEDC) to Red Bird Bowling Lanes, Inc., in the amount of \$11,940, for a building located at 1114 S. Main Street, Duncanville, Texas 75137.

**Vision Statement:**

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

**Pillar:**

- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

**STAFF RESPONSIBLE:**

**Clay Mansell, MPA; Economic Development Administrator**

**BACKGROUND/HISTORY:**

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

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

The development agreement will be drafted as to form by the City Attorney upon city council approval.

**POLICY EXPLANATION:**

The application by Red Bird Bowling Lanes, Inc. was approved by the DCEDC on October 23, 2023, for incentive grants totaling \$11,940. The grant requires final approval by the City Council.

**FUNDING SOURCE:****ORG and Object Number**

12051000 and 708501 (Economic Development Incentives and Economic Development Incentive Grants)

| <b><u>Available Budget</u></b> | <b><u>Purchase Amount</u></b> | <b><u>After Encumber</u></b> |
|--------------------------------|-------------------------------|------------------------------|
| \$2,262,000.00                 | \$11,940.00                   | \$2,250,060                  |

**ACTION ALTERNATIVES:**

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

**ATTACHMENTS:**

[Resolution No. - 2023-167 - DCEDC Grant - Red Bird Bowling Lanes, Inc -- 1114 S Main Street - Pdf \(1\)](#)

**RESOLUTION NO. 2023-167**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF DESIGN INCENTIVE GRANTS BY THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) TO RED BIRD BOWLING LANES, INC., IN THE AMOUNT OF \$11,940, FOR A BUILDING LOCATED AT 1114 SOUTH MAIN STREET, DUNCANVILLE, TEXAS 75137; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, Red Bird Bowling Lanes, Inc., occupies the building located at 1114 S. Main Street, Duncanville, Texas, 75137; and

**WHEREAS**, Red Bird Bowling Lanes, Inc. intends to improve the exterior signage and the restriping of the parking lot around the building; and

**WHEREAS**, the DCEDC Board of Directors voted to affirmatively approve an application of incentive grants that shall not exceed eleven thousand nine-hundred and forty dollars (\$11,940).

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

**SECTION 1.** The City Council of the City of Duncanville, Texas, hereby approves the terms and conditions of an incentive by the Duncanville Community and Economic Development Corporation to Red Bird Bowling Lanes, Inc. for reimbursement of sign installation and parking lot restriping in an amount not to exceed eleven thousand nine-hundred and forty dollars (\$11,940), which the development agreement will be drafted as to form by the City Attorney upon City Council approval.

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

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of  
Duncanville, Texas, on the 21st day of November, 2023.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Chiquita Taylor, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney





# EXHIBIT "A" Incentives & Grants Assistance Application

**Property Owner** Lois Cathey  
**Mailing Address** 1114 S. Main St.  
**City** Duncanville **State & Zip** TX 75137  
**Phone** 972-298-7143 **Fax** \_\_\_\_\_ **Email** bowlredbird@gmail.com

**Project Representative** Lauren Cathey  
**Mailing Address** 1114 S. Main St.  
**City** Duncanville **State & Zip** TX 75137  
**Phone** 214-697-6336

**Business Name** Red Bird Lanes  
**Property Address** 1114 S. Main St.  
**Will You Lease or Own the Property?** Own **Legal Incorporation (Sole Proprietor, LLC, etc)** Corporation  
**Type of Business** Bowling Center **Years in Business** 51  
**Business Plan and Portfolio Available?** \_\_\_\_\_ **(If yes, please attach)**

**Project Description**  
New sign on exterior of building

**Square footage of Project:** \_\_\_\_\_ **Date Projected for Occupation of Project/Initiation of Operations** \_\_\_\_\_  
60 sq. ft. 9/1/23

**Fiscal Impact / Financial Background**  
**Current Real Property Value** \$ 2,000,000  
**Estimated Property Investment (if applicable)** \$ N/A  
**Current Sales / Gross Receipts / Revenue Generated** \$ 1,000,000  
**Additional Revenue to be Generated from Business Expansion (if applicable)** \$ N/A  
**Sales Growth Expectations:** Year One 100,000+ Year Two 100,000+ Year Three 100,000+  
**Projected Total Annual Operating Budget of this Facility** \$ 750,000  
**Business Liabilities** \$ 75,000  
**What infrastructure construction would be required?** N/A

**Interior Investments** \$ 500,000 in the last 2 years **Exterior Investments** \$ 20,000 in the last year

**Are you entering into a Loan?** NO **If yes, please answer the following:**  
**Loan Amount** \$ \_\_\_\_\_  
**Down Payment** \$ \_\_\_\_\_  
**Construction Price of Improvements or Buildings** \$ \_\_\_\_\_  
**Lending Institution** \_\_\_\_\_  
**Lender's Address** \_\_\_\_\_  
**Lender's Contact Person** \_\_\_\_\_

**Employment Impact**  
**Total Number of Jobs** 20 **Total Annual Payroll** \$ 350,000  
**Type of Jobs Created** Service industry

**Percentage of Employees who will be Duncanville Residents** 40%  
**Number of Full-time Employees** 5 **Number of Part-time Employees** 12

EXHIBIT "A"

**IMPORTANT PARTICIPATION REQUIREMENTS FOR *EACH GRANT*:**

- Applicant's buildings must be subject to property taxes.
- Work cannot have started prior to submitting a completed application.
- Only fully completed applications will be eligible for consideration.
- All City/State laws, ordinances, and policies must be followed.
- The applicant must submit a current photo and a schematic/rendering of the property requiring the grant.
- 3 detailed bids; Duncanville businesses are preferred if the service is offered locally.
  - Bid information should also include the following:
    - Business Name
    - Contact Name
    - Contact Phone Number
    - Business Address
    - Cost of Services
- Grants, by default, are paid as a **REIMBURSEMENT** unless otherwise agreed upon.
- The City will take a "Before" photo of the property. After the **PAID Invoice** has been submitted, the City will inspect the work and take an "After" photo for comparison prior to issuing funds.
- An **Attestation of Completion of Work** will be required when requesting the grant disbursement.
- The approved project must be completed within six (6) months of City Council approval date, or the applicant will be required to present a project update to the DCEDC Board in order to ensure continued funding of project.
- The project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary.
- Project funding is not a guarantee and is at the discretion of the DCEDC Board and the City Council.

**TYPE OF INCENTIVE GRANTS:** *Place a check mark in the corresponding box of the grant(s) you are applying for.*

☐ **Sales Tax Grant**

Amount Requested \$ \_\_\_\_\_

Estimated Annual Sales Generated \$ \_\_\_\_\_

**Program Specifications:**

1. New and existing businesses may qualify for a rebate grant based on a percentage of sales received by the City.
2. Sales Tax Grants are for a maximum of ten (10) years.
3. Grants are paid in annual installments within ninety (90) days after the end of each twelve-month calendar period following the issuance of a certificate of occupancy or other commencement date if no certificate of occupancy is required.

☐ **Business Retention and Expansion Grant**

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. Duncanville businesses operating within City limits for at least three (3) years that are at-risk of relocating or are looking to expand business operations outside of Duncanville are eligible for up twenty-five hundred dollars (\$2,500) per full-time employee making at least eighty-percent (80%) of the Dallas County median wage.
2. To qualify, businesses must prove through a bonafide incentive offer or pending lease agreement that they are seeking relocation or expansion outside of Duncanville. A notarized attestation may substitute the lease or incentive agreement.

☐ **Paint Grant**

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. The Paint Grants were established to assist small business owners with refurbishing the exterior of a commercial building in need of fresh paint.
2. Eligible costs include: Supplies, cost to appropriately prepare surfaces of the building, and labor costs.
3. Only buildings that have been previously painted and need to be repainted qualify for a grant unless special circumstances arise.
4. New construction projects are not eligible.
5. Buildings can only qualify every five (5) years for a paint grant unless special circumstances arise.

**Attach the following documentation to the application:**

1. Current photo of building.
2. A sketch, drawing, architectural rendering, or computer image of the proposed building or a current photo of the building that shows where the different paint colors will be applied.
3. Color samples of proposed paint. Be sure to identify brand/name/number of color.

EXHIBIT "A"

☐ Landscape Grant

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. Landscape Grants were established to broaden the City's focus on curb appeal and encompass Duncanville's business corridors.
2. Eligible costs include: Materials, labor costs, permit/tap fees.
3. Plants must be perennials.
4. Drought tolerant and/or Texas native plants are encouraged.
5. Properties can only qualify every five (5) years for a landscaping grant unless special circumstances arise.

**Attach the following documentation to the application:**

1. A photo of the current landscaping and property.
2. A sketch, drawing, architectural rendering, or computer image of proposed landscape including a list of all plants to be used.
3. Contractor license irrigation number on each bid. A working irrigation system is required for a Landscape Participation Grant.
4. A letter describing how your company plans to maintain the landscaping.

☒ Signage Grant

Amount Requested \$ 12,000.00

**Program Specifications:**

1. Signage Grants were established to assist small existing business owners with the costs associated with replacing and updating nonconforming signs to the City's current standards, or new signs for existing businesses that have been at the current location for a minimum of one (1) year, or for new businesses that have been in business outside the city limits for a minimum of three (3) years.
2. Eligible costs include sign, labor costs, sign permit fee.
3. A City of Duncanville sign permit is required in order to receive reimbursement for the sign.

**Attach the following documentation to the application:**

1. A current photograph of the business showing the sign to be replaced.
2. A sketch, drawing or computer image of proposed new signage.

☐ Façade and Architectural Improvement Grant

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. The architectural aesthetic and beauty of the façade of a building enhances property values and encourages people to visit Duncanville.
2. The DCEDC will consider all Façade and Architectural Improvement Grants that enhance that façade and beautifies the building and surrounding area.

☐ Pavement Grant

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. The paving and repaving of impervious surfaces is one of the most expensive and frequent barriers to the redevelopment of commercial locations.
2. The DCEDC shall consider incentives to assist in the repaving of impervious surfaces to bring them up to code and safety standards to ensure code compliance promote business expansion and investment.

☐ Demo, Redevelopment, Reuse Grant

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. Applicant's buildings must be subject to property taxes and applicant must be current on all taxes.
2. Applicant must agree to demolish, redevelop, or renovate the existing residential or commercial structure and build back a structure of greater value at the same location.
3. Applications must be submitted with an estimated project budget documentation and approved by the DCEDC and/or City Council before projects are started.
4. Rebuild, redevelopment, reuse, or renovations must equate to at least 51% of the most recent August 1 Dallas County Appraisal District assessed value.
5. Residential and Commercial structures must be built back in accordance with the agreement signed with the City or the incentive will be forfeited and any funds dispersed must be returned to the City within a reasonable timeframe not to exceed six (6) months or the City is entitled to pursue legal action to recover said funds and reasonable attorneys' fees and expenses incurred by reason of such action.
6. All applications must include renderings (site plans) of the proposed project and include the current value of the property and the proposed value of the demo, redevelopment, or reuse.
7. Demo, Redevelopment, or Reuse of the building must be completed within twelve (12) months of receiving the building permit to be eligible for the reimbursement of the incentive.
8. For single-family projects, ownership must be transferred to an individual that will occupy the home within two years of project completion.

EXHIBIT "A"

☐ **Infrastructure Grant**

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. Type B EDC's may assist in the development of infrastructure that has a public benefit.
2. Eligible costs include exterior water and sewer improvements, grease traps, and street and drainage related improvements.

**Attach the following documentation to the application:**

1. Stamped engineering plans that outline in detail the scope of work.

☐ **Other Incentive** Parking lot restriping

Amount Requested \$ \$1,940.00

**Total Grant Amount Requested** \$ \_\_\_\_\_

**\*\*\*If all requirements are not followed, the DCEDC Board has the authority to reject the grant request as well as not issue the grant funds for approved requests.**

**AGREEMENT:** I hereby certify that, to the best of my knowledge, all information submitted in the above Incentives & Grants Application and all attachments are correct and accurate. I understand that by completing this application, I am making a formal request to receive an economic development grant for our company that is contingent based upon the acceptance/approval of the DCEDC Board and Duncanville City Council. I understand that the project workmanship must be approved by the City before grant money can be disbursed. Additionally, I understand that incentive or grant money is traditionally paid at the completion of the project as a reimbursement and that in order to be eligible for any type of DCEDC funding, a request must be made prior to the commencement of the project. I also understand that the review and approval process will take a minimum of 30 days and that it is my responsibility to ensure that our project meets all City ordinances and/or requirements. I understand that all completed work is required to be reviewed and inspected by the Building Official or their designee. A Letter of Attestation of Completion of Work must be submitted to the City. I also understand that the approval of an incentive or grant is effective for one year from the date of City Council approval, and the project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary unless otherwise approved through corrective action. In addition, if the project is not completed within six months of the City Council approval date, I will be required to present an update to the DCEDC Board at their next regular meeting.

Printed Name Lauren Cathey Date 9/25/23

Signature Lauren Cathey



City of Duncanville  
Economic Development  
203 E. Wheatland Road  
Duncanville, TX 75116  
972.780.5090  
[www.DuncanvilleEDC.com](http://www.DuncanvilleEDC.com)





401 N Central Expy  
Ste# 600  
Richardson, TX 75080  
(469) 360-7429

EXHIBIT "A"

# ESTIMATE

## EST-5382

Payment Terms: Cash Customer

Created Date: 8/2/2023

**DESCRIPTION:** Signs Package B

**Bill To:** Red Bird Lanes  
1114 S Main St  
Duncanville, TX 75137  
US

**Pickup At:** Signs Express  
401 N Central Expy  
Ste# 600  
Richardson, TX 75080  
US

**Requested By:** Lauren Cathey  
Email: Bowlredbird@gmail.com

**Salesperson:** alex nadir

| NO.                 | Product Summary                                                    | QTY | UNIT PRICE | AMOUNT     |
|---------------------|--------------------------------------------------------------------|-----|------------|------------|
| 1                   | Illuminated Storefront Sign - RED Bird Lanes with Permit & Install | 1   | \$4,590.00 | \$4,590.00 |
| 2                   | Halo Lit Storefront Sign - BOWL with Permit & Install              | 1   | \$4,590.00 | \$4,590.00 |
| <b>Subtotal:</b>    |                                                                    |     |            | \$9,180.00 |
| <b>Taxes:</b>       |                                                                    |     |            | \$757.35   |
| <b>Grand Total:</b> |                                                                    |     |            | \$9,937.35 |

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

EXHIBIT "A"

EXHIBIT "A"



UL Licensed & Insured Sign Company

1184 Explorer St Unit G  
Duncanville, TX 75137

Office (469) 888-2068

Signs@EZSignworks.com

PROPOSAL

|             |         |
|-------------|---------|
| Proposal No | 1703    |
| Date        | 8/16/23 |
| Prepared By |         |

WWW.EZSIGNWORKS.COM

|                                                                      |
|----------------------------------------------------------------------|
| Prepared For                                                         |
| RED BIRD LANES<br>Lauren<br>1114 S Main St.<br>Duncanville, TX 75137 |

|                                                            |
|------------------------------------------------------------|
| Job Location                                               |
| RED BIRD LANES<br>1114 S Main St.<br>Duncanville, TX 75137 |

| Description                                                                                                                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| LED ILLUMINATED CHANNEL LETTERS 2'0"X16'0"<br>RETURN: 5" BLACK ALUMINUM TRIM CAP: 1" BLACK FACE: RED ACRYLIC LIGHTING: WHITE LEDS<br><br>INSTALLATION is included in price<br><br>SIGN PERMIT is included in price and will be obtained by our company. |

We propose to furnish material and labor - complete in accordance with the above specifications, for the sum of: **\$5,742.32**

**Payment Terms: 50% down payment upon approval/acceptance of proposal and remaining balance due on day of delivery/installation.**

|                   |                   |
|-------------------|-------------------|
| Subtotal          | \$5,411.00        |
| Sales Tax (8.25%) | \$331.32          |
| <b>TOTAL</b>      | <b>\$5,742.32</b> |

+ 4307.61  
\$10,049.93

All material is guaranteed to be as specified. All work to be completed in a workmanship manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined in payment terms above.

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Page 9 of 22 **Note: This proposal may be withdrawn by us if not accepted within 30 days.**

EXHIBIT "A"



EXHIBIT "A"



UL Licensed & Insured Sign Company

1184 Explorer St Unit G

Duncanville, TX 75137

Office (469) 888-2068

Signs@EZSignworks.com

## PROPOSAL

|             |         |
|-------------|---------|
| Proposal No | 1729    |
| Date        | 9/20/23 |
| Prepared By |         |

WWW.EZSIGNWORKS.COM

part 2

|                                                                      |
|----------------------------------------------------------------------|
| Prepared For                                                         |
| RED BIRD LANES<br>Lauren<br>1114 S Main St.<br>Duncanville, TX 75137 |

|                                                            |
|------------------------------------------------------------|
| Job Location                                               |
| RED BIRD LANES<br>1114 S Main St.<br>Duncanville, TX 75137 |

| Description                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| LED ILLUMINATED CHANNEL LETTERS TO READ "BOWL" - FRONT & BACK LIGHTING<br>RETURN: 5" BLACK ALUMINUM TRIM CAP: 1" BLACK FACE: WHITE ACRYLIC W-PERFORATED VINYL LIGHTING: WHITE<br><br>INSTALLATION is included in price<br>LETTERS MOUNTED ON WIREWAY & WIREWAY INSTALLED TO BUILDING<br><br>SIGN PERMIT is included in price and will be obtained by our company. |

We propose to furnish material and labor - complete in accordance with the above specifications, for the sum of: **\$4,307.61**

**Payment Terms: 50% down payment upon approval/acceptance of proposal and remaining balance due on day of delivery/installation.**

|                   |                   |
|-------------------|-------------------|
| Subtotal          | \$4,046.00        |
| Sales Tax (8.25%) | \$261.61          |
| <b>TOTAL</b>      | <b>\$4,307.61</b> |

All material is guaranteed to be as specified. All work to be completed in a workmanship manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

### Acceptance of Proposal

Date of Acceptance \_\_\_\_\_

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined in payment terms above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Page 11 of 22 **Note: This proposal may be withdrawn by us if not accepted within 30 days.**

EXHIBIT "A"

WEST ELEVATION

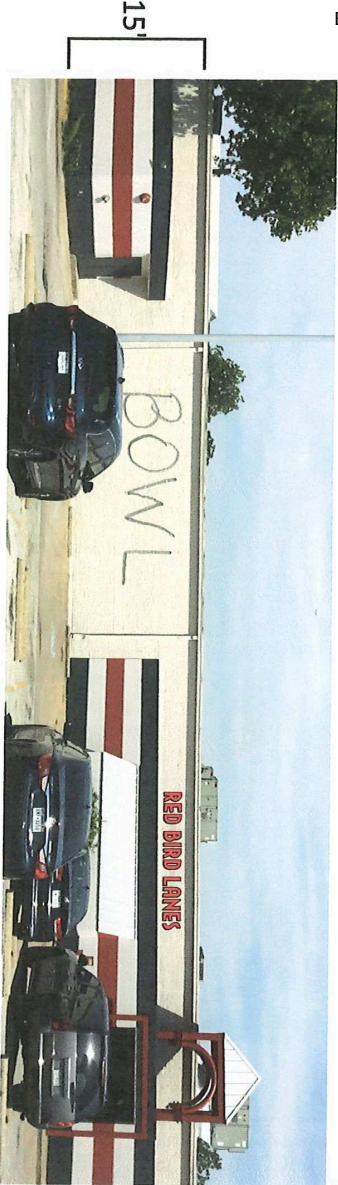
16'0"

2'0" **RED BIRD LANES**

Proposed Signage: 50 Sq Ft

134'

EXHIBIT "A"



Created for the Approval of:

RED BIRD LANES  
1114 S MAIN ST  
DUNCANVILLE, TX 75137

Proof Date: 08-16-23

Scope of Work

MANUFACTURE & INSTALL:  
LED ILLUMINATED  
CHANNEL LETTER SIGN

Faces: 3/16" White Acrylic  
Trim Cap: 1" Black Jewelite  
Returns: 5" Black Aluminum  
Lighting: White LEDs  
Wireway: Paint to match Building

INSTALLATION

-Letters mounted on wireway.  
-Wireway installed direct to building.



This design belongs to EZSignworks and becomes the property of the customer only upon completion of an order, and is not to be used in whole or in part without written permission of EZSignworks - 1184 Explorer St. Unit G - Duncanville, TX 75137 - (469) 888-2068  
www.EZsignworks.com - Signs@EZsignworks.com

Approved As Is

Approved w/Changes

Re-Draw w/Changes

Signature

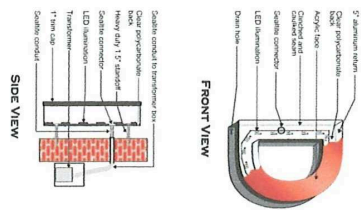
Date

EXHIBIT "A"



WEST ELEVATION

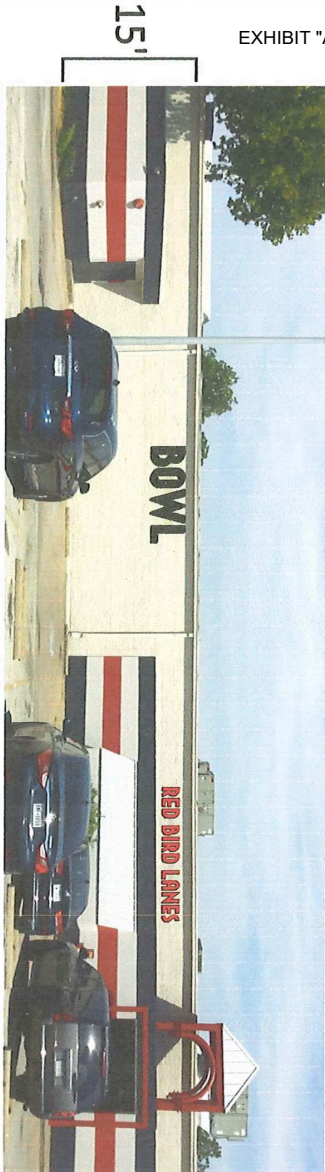
11'4"  
48"  
**BOWL**



Proposed Signage: 45.33 Sq Ft

134'

EXHIBIT "A"



Created for the Approval of:

**RED BIRD LANES**  
1114 S MAIN ST  
DUNCANVILLE, TX 75137

Proof Date: 08-16-23

Scope of Work

**MANUFACTURE & INSTALL:**  
**LED ILLUMINATED**  
**CHANNEL LETTER SIGN**

Faces: 3/16" White Acrylic  
Trim Cap: 1" Black Jewelrite  
Returns: 5" Black Aluminum  
Lighting: Front & Back  
White LEDs  
Wireway: Paint to match building

**INSTALLATION**  
-Letters mounted on wireway.  
-Wireway installed direct to building.



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www.EZSignworks.com - Signs@EZSignworks.com

Approved As Is      Approved w/Changes      Re-Draw w/Changes

Signature

Date

EXHIBIT "A"

## EXHIBIT "A"

RB Signs  
1006 Johnson Ln Midlothian, TX 76065  
Support@rbsigns.net  
(972) 291-0728

License #: TECL 19110  
http://www.rbsigns.net



## Quote 1351 #1

Red Bird Lanes - REVERSE Lit Channel Letter Sign

SALES REP INFO  
Garrett Byrum  
Owner  
gb@rbsigns.net  
(972) 291-0728

QUOTE DATE  
08/04/2023  
QUOTE DUE DATE  
08/05/2023  
QUOTE EXPIRY DATE  
09/03/2023  
TERMS  
Due on receipt

ORDERED BY  
Redbird Lanes  
Redbird Lanes  
1114 S. Main St  
Duncanville, TX 75137

INSTALL ADDRESS  
Redbird Lanes  
1114 S. Main St.  
Duncanville, TX 75137

CONTACT INFO  
Billy Cathy  
bowlredbird@gmail.com  
(214) 763-5978

## About this Quote:

| # | ITEM                                                                                                                                                                                                                                                                                                                                                   | QTY | UOM  | U.PRICE     | TOTAL (EXCL. TAX) | TAXABLE |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------|-------------|-------------------|---------|
| 1 | <b>Permits</b><br>Sign Permit - Permit, Procurement, Inspection for Qty(1) channel letter wall sign set.                                                                                                                                                                                                                                               | 1   | Each | \$750.00    | \$750.00          | Y       |
| 2 | <b>Sign A</b><br>Manuf. Qty(1) set of Reverse lit black channel letters and Face lit channel logo with red translucent vinyl applied to white acrylic faces. Letters are to be mounted to a wall colored clouded raceway.<br><br><b>30" Reverse Lit Channel Letters</b><br><br><b>30" Face Lit Channel logo</b><br><br><b>Raceway with Black Cloud</b> | 1   | Each | \$13,522.86 | \$13,522.86       | Y       |
| 3 | <b>INSTALL RBS</b><br>Install Qty(1) set of channel letters mounted to a clouded raceway.                                                                                                                                                                                                                                                              | 1   | Each | \$2,448.00  | \$2,448.00        | Y       |

\*\*\*Note - Pre payment is required to begin project. Once payment has been received, Artwork will be drawn up and sent to customer for revisions or approval. Once Artwork is approved, Permits will be applied for at the city. Once RB Signs receives approved permits, please allow between 8-10 weeks for job manufacture and installation.\*\*\*

EXHIBIT "A"



QUOTE 1351, REDBIRD LANES, 08/04/2023

EXHIBIT "A"

Texas Electrical Sign Contractor Lic# 191110  
1-year Manufacturers' warranty applies to materials and parts furnished by 4B Signs LLC. Labor is warranted for 90 days. The warranty will be voided if power is left on for 24 hrs a day. Signs must be on a working timer. All signs remain the property of 4B Signs LLC until paid in full. Payment for services and items is an agreement with 4B Signs LLC. Final payment is due when invoices are received unless credit terms have been extended to include NET 30. If payments for past orders are not received within 60 days, we reserve the right to cancel future orders and remove any items that pertain to past due invoices without any recourse. In the event of customer default of payment, 4B Signs LLC may/shall be entitled to add costs or charges incurred in the process of recovering outstanding balances due; including, but not limited to: Collection fees, delinquency charges and late fees. We cannot accept responsibility for damages or loss of any kind resulting from the sale, installation, or delivery of our products. 4B Signs LLC does not accept returns. All products are manufactured to the customer's specifications and cannot be returned for a refund. All sales are final and no return will be accepted.

|                    |             |
|--------------------|-------------|
| Subtotal:          | \$16,720.86 |
| Sales Tax (8.25%): | \$1,379.47  |
| Total:             | \$18,100.33 |

Downpayment (50.0 %)

\$9,050.17

SIGNATURE: Page 19 of 22

DATE:

EXHIBIT "A"

507 Alameda Ave  
Duncanville, TX, 75137  
(469) 901-1299  
chapastriping@gmail.com

EXHIBIT "A"



## Estimate

Estimate No: 110  
Date: 10/12/2023

**For:** Red Bird Lanes Bowling  
bowlredbird@gmail.com  
1114 S Main St  
Duncanville, TX, 75137-3202  
+1(214) 697-6336

| Description                                                                          | Quantity | Rate       | Amount            |
|--------------------------------------------------------------------------------------|----------|------------|-------------------|
| Parking lot striping                                                                 | 1        | \$1,750.00 | \$1,750.00        |
| • Restripe 1200 ft red fire lanes with 4 in white stenciling .                       |          |            |                   |
| • Restripe 2790 ft of white parking lines, hashes.                                   |          |            |                   |
| • Paint 3 blue handicap boxes with white ADA stenciling.                             |          |            |                   |
| • Pressure wash any area that will be serviced to ensure a better paint application. |          |            |                   |
| * We only use high grade oil based striping paint.                                   |          |            |                   |
| Subtotal                                                                             |          |            | \$1,750.00        |
| TAX 8%                                                                               |          |            | \$140.00          |
| Total                                                                                |          |            | \$1,890.00        |
| <b>Total</b>                                                                         |          |            | <b>\$1,890.00</b> |

EXHIBIT "A"

**From:** billyjoe610  
**Sent:** Tuesday, October 17, 2023 5:16 PM  
**To:** bowlredbird@gmail.com  
**Subject:** Parking lot bid

**STRIPING AND POWERWASHING**  
 903-602-9846  
 Chris Asbill - Owner  
 edgellnestriping@gmail.com

Date: 10/16/2023  
 Job Name: Red Bird Lane  
 Address: 1114 S. Main St.  
 City: Duncanville State: TX  
 Phone: (214) 743-5976 Fax: Billy

**JOB DESCRIPTION**

1. Power Wash painted areas only \$360.00
2. Placement of approximately 3,600' of (4") yellow line \$1,197.00
3. Placement of approximately 1,145' of (6") Fire Lane \$489.30
4. Wash and repaint (2) handicap Insignias \$50.00

7. \* Above items are subject to change if there has been any take aways or additions. \* This estimate is based on Invoice #1001 completed in March of 2016. \*

12. \* All materials and labor furnished \*

Estimates Good for 30 days

This estimate is for completing the job described above. It is solely based on our evaluation and does not include material price increases or additional labor and/or materials that may be needed should unforeseen problems or adverse weather develop following the start of the job.

Estimated Job Cost: \$2,096.30  
 Estimated by: Chris D. Asbill

Sent via the Samsung Galaxy Note20 5G, an AT&T 5G smartphone



# STAFF REPORT

**MEETING: City Council - 21 Nov 2023**

**TITLE:**

Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to Kingsmen Coffee, LLC, in an amount not to exceed \$8,000 for a building located at 702 W. Wheatland Road, Suite #714, Duncanville, Texas, 75116.

**Vision Statement:**

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

**Pillar:**

- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

**STAFF RESPONSIBLE:**

**Clay Mansell, MPA; Economic Development Administrator**

**BACKGROUND/HISTORY:**

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

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

The development agreement will be drafted as to form by the City Attorney upon city council approval.

**POLICY EXPLANATION:**

The application by Kingsmen Coffee, LLC was approved by the DCEDC on October 23, 2023, for incentive grants totaling \$8,000. The grant requires final approval by the City Council.

**FUNDING SOURCE:**

**ORG and Object Number**

12051000 and 708501 (Economic Development Incentives and Economic Development Incentive Grants)

| <u>Available Budget</u> | <u>Purchase Amount</u> | <u>After Encumber</u> |
|-------------------------|------------------------|-----------------------|
| \$2,262,000.00          | \$8,000.00             | \$2,254,000.00        |

**ACTION ALTERNATIVES:**

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

**ATTACHMENTS:**

[Resolution No. - 2023-165 - DCEDC Grant - Kingsmen Coffee LLC](#)  
[Exhibit A-Kingsmen Coffee Complete Incentive Application](#)

**RESOLUTION NO. 2023-165**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF INCENTIVE GRANTS BY AND BETWEEN THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) TO KINGSMEN COFFEE, LLC, FOR REIMBURSEMENT OF EXTERIOR SIGN AND INSTALLATION, IN AN AMOUNT NOT TO EXCEED \$8,000.00 FOR A BUILDING LOCATED AT 702 WEST WHEATLAND ROAD, SUITE 714, DUNCANVILLE, TEXAS 75116, SAID DEVELOPMENT AGREEMENT WILL BE DRAFTED AS TO FORM BY THE CITY ATTORNEY ; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, Kingsmen Coffee, LLC, occupies the building located at 702 W. Wheatland Road, Suite 714, Duncanville, Texas, 75116; and

**WHEREAS**, Kingsmen Coffee, LLC intends to install an exterior sign to the building; and

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

**SECTION 1.** The City Council of the City of Duncanville, Texas, hereby approves the terms and conditions of an incentive grant agreement by and between the Duncanville Community and Economic Development Corporation to Kingsmen Coffee, LLC for reimbursement of exterior sign and installation, in an amount not to exceed eight thousand dollars (\$8,000) for a building located at 702 West Wheatland Road, Suite 714, Duncanville, Texas 75116, which said development agreement will be drafted as to form by the City Attorney.

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

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

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Chiquita Taylor, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney

Resolution No. 2023-165

4859-7349-4417, v. 1



EXHIBIT "A"



# Incentives & Grants Assistance Application

Property Owner Regional Properties  
 Mailing Address 520 Post Oak Blvd Suite #500  
 City Houston State & Zip TX / 77027  
 Phone (713) 228-1913 Fax \_\_\_\_\_ Email Leasing@RegionalProperties.com

Project Representative Eric Brown  
 Mailing Address 107 Bluestem Dr  
 City Red Oak State & Zip TX / 75154  
 Phone (469) 939-4911

Business Name Kingsman Coffee  
 Property Address 702 W Wheatland RD Duncanville, TX 75116 (Suite-714)  
 Will You Lease or Own the Property? Lease Legal Incorporation (Sole Proprietor, LLC, etc) \_\_\_\_\_  
 Type of Business Coffee & Tea Sales Years in Business 1  
 Business Plan and Portfolio Available? yes (If yes, please attach)

## Project Description

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Square footage of Project: \_\_\_\_\_ Date Projected for Occupation of Project/Initiation of Operations \_\_\_\_\_

## Fiscal Impact / Financial Background

Current Real Property Value \$ 250,000  
 Estimated Property Investment (if applicable) \$ \_\_\_\_\_  
 Current Sales / Gross Receipts / Revenue Generated \$ \_\_\_\_\_  
 Additional Revenue to be Generated from Business Expansion (if applicable) \$ \_\_\_\_\_  
 Sales Growth Expectations: Year One 254,000 Year Two 396,000 Year Three 438,000  
 Projected Total Annual Operating Budget of this Facility \$ 259,000  
 Business Liabilities \$ 285,540  
 What infrastructure construction would be required? \_\_\_\_\_

Interior Investments \$ 259,000 Exterior Investments \$ 85,000

Are you entering into a Loan? No If yes, please answer the following:

Loan Amount \$ \_\_\_\_\_  
 Down Payment \$ \_\_\_\_\_  
 Construction Price of Improvements or Buildings \$ \_\_\_\_\_  
 Lending Institution \_\_\_\_\_  
 Lender's Address \_\_\_\_\_  
 Lender's Contact Person \_\_\_\_\_

## Employment Impact

Total Number of Jobs 12 Total Annual Payroll \$ \$125,000  
 Type of Jobs Created Manager, IT, Marketing, Event Sales, Baristas

Percentage of Employees who will be Duncanville Residents \_\_\_\_\_  
 Number of Hourly Employees 5 Number of Salaried Employees 7

EXHIBIT "A"

**IMPORTANT PARTICIPATION REQUIREMENTS FOR EACH GRANT:**

- Applicant's buildings must be subject to property taxes.
- Work cannot have started prior to submitting a completed application.
- Only fully completed applications will be eligible for consideration.
- All City/State laws, ordinances, and policies must be followed.
- The applicant must submit a current photo and a schematic/rendering of the property requiring the grant.
- 3 detailed bids; Duncanville businesses are preferred if the service is offered locally.
  - o Bid information should also include the following:
    - Business Name
    - Contact Name
    - Contact Phone Number
    - Business Address
    - Cost of Services
- Grants, by default, are paid as a REIMBURSEMENT unless otherwise agreed upon.
- The City will take a "Before" photo of the property. After the PAID INVOICE has been submitted, the City will inspect the work and take an "After" photo for comparison prior to issuing funds.
- An Attestation of Completion of Work will be required when requesting the grant disbursement.
- The approved project must be completed within six (6) months of City Council approval date, or the applicant will be required to present a project update to the DCEDC Board in order to ensure continued funding of project.
- The project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary.
- Project funding is not a guarantee and is at the discretion of the DCEDC Board and the City Council.

**TYPE OF INCENTIVE GRANTS:** *Place a check mark in the corresponding box of the grant(s) you are applying for.*

☐ **Sales Tax Grant**

Amount Requested \$ \_\_\_\_\_

Estimated Annual Sales Generated \$ \_\_\_\_\_

**Program Specifications:**

1. New and existing businesses may qualify for a rebate grant based on a percentage of sales received by the City.
2. Sales Tax Grants are for a maximum of ten (10) years.
3. Grants are paid in annual installments within ninety (90) days after the end of each twelve-month calendar period following the issuance of a certificate of occupancy or other commencement date if no certificate of occupancy is required.

☐ **Business Retention and Expansion Grant**

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. Duncanville businesses operating within City limits for at least three (3) years that are at-risk of relocating or are looking to expand business operations outside of Duncanville are eligible for up twenty-five hundred dollars (\$2,500) per full-time employee making at least eighty-percent (80%) of the Dallas County median wage.
2. To qualify, businesses must prove through a bonafide incentive offer or pending lease agreement that they are seeking relocation or expansion outside of Duncanville. A notarized attestation may substitute the lease or incentive agreement.

☐ **Paint Grant**

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. The Paint Grants were established to assist small business owners with refurbishing the exterior of a commercial building in need of fresh paint.
2. Eligible costs include: Supplies, cost to appropriately prepare surfaces of the building, and labor costs.
3. Only buildings that have been previously painted and need to be repainted qualify for a grant unless special circumstances arise.
4. New construction projects are not eligible.
5. Buildings can only qualify every five (5) years for a paint grant unless special circumstances arise.

**Attach the following documentation to the application:**

1. Current photo of building.
2. A sketch, drawing, architectural rendering, or computer image of the proposed building or a current photo of the building that shows where the different paint colors will be applied.
3. Color samples of proposed paint. Be sure to identify brand/name/number of color.

EXHIBIT "A"

☐ Landscape Grant

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. Landscape Grants were established to broaden the City's focus on curb appeal and encompass Duncanville's business corridors.
2. Eligible costs include: Materials, labor costs, permit/tap fees.
3. Plants must be perennials.
4. Drought tolerant and/or Texas native plants are encouraged.
5. Properties can only qualify every five (5) years for a landscaping grant unless special circumstances arise.

**Attach the following documentation to the application:**

1. A photo of the current landscaping and property.
2. A sketch, drawing, architectural rendering, or computer image of proposed landscape including a list of all plants to be used.
3. Contractor license irrigation number on each bid. A working irrigation system is required for a Landscape Participation Grant.
4. A letter describing how your company plans to maintain the landscaping.

☒ Signage Grant

Amount Requested \$ 8,000.<sup>00</sup>

**Program Specifications:**

1. Signage Grants were established to assist small existing business owners with the costs associated with replacing and updating nonconforming signs to the City's current standards, or new signs for existing businesses that have been at the current location for a minimum of one (1) year, or for new businesses that have been in business outside the city limits for a minimum of three (3) years.
2. Eligible costs include sign, labor costs, sign permit fee.
3. A City of Duncanville sign permit is required in order to receive reimbursement for the sign.

**Attach the following documentation to the application:**

1. A current photograph of the business showing the sign to be replaced.
2. A sketch, drawing or computer image of proposed new signage.

☐ Façade and Architectural Improvement Grant

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. The architectural aesthetic and beauty of the façade of a building enhances property values and encourages people to visit Duncanville.
2. The DCEDC will consider all Façade and Architectural Improvement Grants that enhance that façade and beautifies the building and surrounding area.

☐ Pavement Grant

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. The paving and repaving of impervious surfaces is one of the most expensive and frequent barriers to the redevelopment of commercial locations.
2. The DCEDC shall consider incentives to assist in the repaving of impervious surfaces to bring them up to code and safety standards to ensure code compliance promote business expansion and investment.

☐ Demo, Redevelopment, Reuse Grant

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. Applicant's buildings must be subject to property taxes and applicant must be current on all taxes.
2. Applicant must agree to demolish, redevelop, or renovate the existing residential or commercial structure and build back a structure of greater value at the same location.
3. Applications must be submitted with an estimated project budget documentation and approved by the DCEDC and/or City Council before projects are started.
4. Rebuild, redevelopment, reuse, or renovations must equate to at least 51% of the most recent August 1 Dallas County Appraisal District assessed value.
5. Residential and Commercial structures must be built back in accordance with the agreement signed with the City or the incentive will be forfeited and any funds dispersed must be returned to the City within a reasonable timeframe not to exceed six (6) months or the City is entitled to pursue legal action to recover said funds and reasonable attorneys' fees and expenses incurred by reason of such action.
6. All applications must include renderings (site plans) of the proposed project and include the current value of the property and the proposed value of the demo, redevelopment, or reuse.
7. Demo, Redevelopment, or Reuse of the building must be completed within twelve (12) months of receiving the building permit to be eligible for the reimbursement of the incentive.
8. For single-family projects, ownership must be transferred to an individual that will occupy the home within two years of project completion.



EXHIBIT "A"

☐ Infrastructure Grant

Amount Requested \$ \_\_\_\_\_

**Program Specifications:**

1. Type B EDC's may assist in the development of infrastructure that has a public benefit.
2. Eligible costs include exterior water and sewer improvements, grease traps, and street and drainage related improvements.

**Attach the following documentation to the application:**

1. Stamped engineering plans that outline in detail the scope of work.

☐ Other Incentive \_\_\_\_\_

Amount Requested \$ \_\_\_\_\_

Total Grant Amount Requested

\$ 8,000.<sup>00</sup>

**\*\*\*If all requirements are not followed, the DCEDC Board has the authority to reject the grant request as well as not issue the grant funds for approved requests.**

**AGREEMENT:** I hereby certify that, to the best of my knowledge, all information submitted in the above Incentives & Grants Application and all attachments are correct and accurate. I understand that by completing this application, I am making a formal request to receive an economic development grant for our company that is contingent based upon the acceptance/approval of the DCEDC Board and Duncanville City Council. I understand that the project workmanship must be approved by the City before grant money can be disbursed. Additionally, I understand that incentive or grant money is traditionally paid at the completion of the project as a reimbursement and that in order to be eligible for any type of DCEDC funding, a request must be made prior to the commencement of the project. I also understand that the review and approval process will take a minimum of 30 days and that it is my responsibility to ensure that our project meets all City ordinances and/or requirements. I understand that all completed work is required to be reviewed and inspected by the Building Official or their designee. A Letter or Attestation of Completion of Work must be submitted to the City. I also understand that the approval of an incentive or grant is effective for one year from the date of City Council approval, and the project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary unless otherwise approved through corrective action. In addition, if the project is not completed within six months of the City Council approval date, I will be required to present an update to the DCEDC Board at their next regular meeting.

Printed Name

Eric Brown

Date

9/29/2023

Signature

EB



City of Duncanville  
Economic Development  
203 E. Wheatland Road  
Duncanville, TX 75116  
972.780.5090  
[www.DuncanvilleEDC.com](http://www.DuncanvilleEDC.com)

EXHIBIT "A"



UL Licensed & Insured Sign Company

1184 Explorer St Unit G  
Duncanville, TX 75137

Office (469) 888-2068

Signs@EZSignworks.com

PROPOSAL

|             |         |
|-------------|---------|
| Proposal No | 1724    |
| Date        | 9/12/23 |
| Prepared By |         |

WWW.EZSIGNWORKS.COM

|                                                                               |
|-------------------------------------------------------------------------------|
| Prepared For                                                                  |
| KINGSMEN COFFEE<br>Debbie Ayala<br>702 W Wheatland Rd #714<br>Duncanville, TX |

|                                                               |
|---------------------------------------------------------------|
| Job Location                                                  |
| KINGSMEN COFFEE<br>702 W Wheatland Rd #714<br>Duncanville, TX |

| Description                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| LED ILLUMINATED CHANNEL LETTERS 2'2"X9'6"<br>RETURN: 5" BLACK ALUMINUM TRIM CAP: 1" BLACK FACE: WHITE ACRYLIC W/DIGITAL PRINT VINYL LIGHTING: WHITE FRONT & BACK<br><br>INSTALLATION is included in price<br>CHANNEL LETTERS WILL BE MOUNTED ON WIREWAY & WIREWAY INSTALLED TO BUILDING<br><br>SIGN PERMIT is included in price and will be obtained by our company.<br><br>NOTE: SIGN SIZE COMPLIES WITH THE MAXIMUM CITY GUIDELINES |

We propose to furnish material and labor - complete in accordance with the above specifications, for the sum of: **\$4,360.60**

**Payment Terms: 50% down payment upon approval/acceptance of proposal and remaining balance due on day of delivery/installation.**

|                   |                   |
|-------------------|-------------------|
| Subtotal          | \$4,098.00        |
| Sales Tax (8.25%) | \$262.60          |
| <b>TOTAL</b>      | <b>\$4,360.60</b> |

All material is guaranteed to be as specified. All work to be completed in a workmanship manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

**Acceptance of Proposal**

Date of Acceptance \_\_\_\_\_

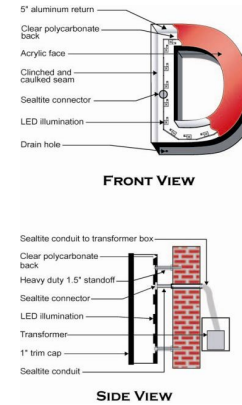
The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined in payment terms above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

**Note: This proposal may be withdrawn by us if not accepted within 30 days.**

# EXHIBIT "A"



## Created for the Approval of:

Kingsmen Coffee  
702 W Wheatland Rd #714  
Duncanville, TX

Proof Date: 09-12-23

## Scope of Work

### MANUFACTURE & INSTALL: LED ILLUMINATED CHANNEL LETTER SIGN

Faces: 3/16" White Acrylic  
w/Digital Print Vinyl  
Trim Cap: 1" Black Jewelite  
Returns: 5" Black Aluminum  
Lighting: White LEDs

### INSTALLATION

-Letters mounted direct to  
building & offset from wall for  
back lighting.

Proposed Signage: 20.58 sq ft



This design belongs to EZSignworks and becomes the property of the customer only upon completion of an order, and is not to be used in whole or in part without written permission of EZSignworks - 1184 Explorer St. Unit G - Duncanville, TX 75137 - (469) 888-2068  
www.EZSignworks.com - Signs@EZSignworks.com

\_\_\_\_ Approved As Is    \_\_\_\_ Approved w/Changes    \_\_\_\_ Re-Draw w/Changes

Signature

Date

EXHIBIT "A"



UL Licensed & Insured Sign Company

1184 Explorer St Unit G  
Duncanville, TX 75137

Office (469) 888-2068

Signs@EZSignworks.com

PROPOSAL

|             |         |
|-------------|---------|
| Proposal No | 1728    |
| Date        | 9/20/23 |
| Prepared By |         |

WWW.EZSIGNWORKS.COM

|                                                                               |
|-------------------------------------------------------------------------------|
| Prepared For                                                                  |
| KINGSMEN COFFEE<br>Debbie Ayala<br>702 W Wheatland Rd #714<br>Duncanville, TX |

|                                                               |
|---------------------------------------------------------------|
| Job Location                                                  |
| KINGSMEN COFFEE<br>702 W Wheatland Rd #714<br>Duncanville, TX |

| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| LED ILLUMINATED CHANNEL LETTERS 2'4"X9'4" - LOGO WILL BE INDIVIDUAL PIECES<br>RETURN: 5" BLACK ALUMINUM TRIM CAP: 1" BLACK FACE: WHITE ACRYLIC W/DIGITAL PRINT VINYL<br>LIGHTING: WHITE FRONT & BACK BACKPLATE: BLACK ALUMINUM W-BACKLIGHTING<br><br>INSTALLATION is included in price<br>CHANNEL LETTERS WILL BE MOUNTED ON BACKPLATE & BACKPLATE INSTALLED TO BUILDING<br><br>SIGN PERMIT is included in price and will be obtained by our company.<br><br>NOTE: SIGN SIZE COMPLIES WITH THE MAXIMUM CITY GUIDELINES |

We propose to furnish material and labor - complete in accordance with the above specifications, for the sum of: **\$5,430.11**

**Payment Terms: 50% down payment upon approval/acceptance of proposal and remaining balance due on day of delivery/installation.**

|                   |                   |
|-------------------|-------------------|
| Subtotal          | \$5,086.00        |
| Sales Tax (8.25%) | \$344.11          |
| <b>TOTAL</b>      | <b>\$5,430.11</b> |

All material is guaranteed to be as specified. All work to be completed in a workmanship manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

**Acceptance of Proposal**

Date of Acceptance \_\_\_\_\_

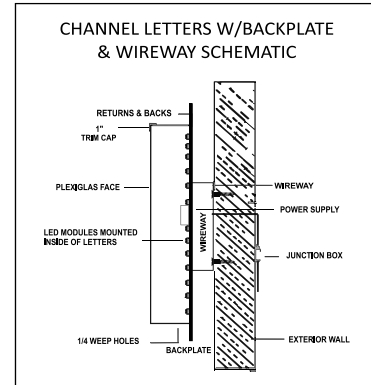
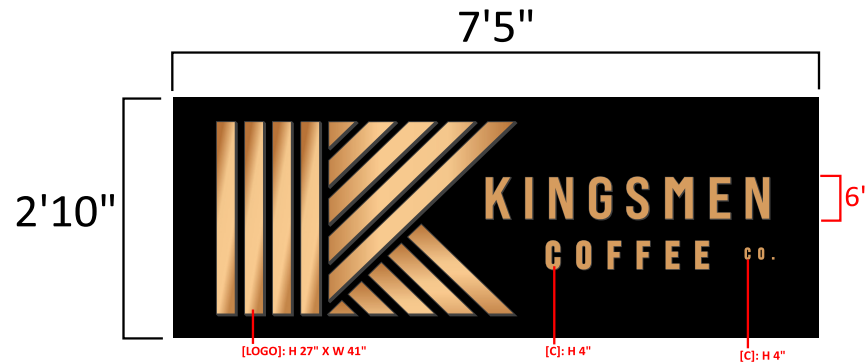
The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined in payment terms above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

**Note: This proposal may be withdrawn by us if not accepted within 30 days.**

# EXHIBIT "A"



Created for the Approval of:

Kingsmen Coffee  
702 W Wheatland Rd #714  
Duncanville, TX

Proof Date: 09-25-23

## Scope of Work

## MANUFACTURE & INSTALL: LED ILLUMINATED CHANNEL LETTER SIGN

Faces: 3/16" White Acrylic  
w/Digital Print Vinyl  
Trim Cap: 1" Black Jewelite  
Returns: 5" Black Aluminum  
Backplate: Black Aluminum  
with backlighting  
Lighting: White LEDs

## INSTALLATION

-Letters mounted to backplate &  
backplate installed to wall.

Proposed Signage: 21.74 sq ft



Daytime



This design belongs to EZSignworks and becomes the property of the customer only upon completion of an order, and is not to be used in whole or in part without written permission of EZSignworks - 1184 Explorer St. Unit G - Duncanville, TX 75137 - (469) 888-2068  
www.EZSignworks.com - Signs@EZSignworks.com

\_\_\_ Approved As Is

\_\_\_ Approved w/Changes

\_\_\_ Re-Draw w/Changes

Signature

Date



EXHIBIT "A"

PRIORITY SIGNS & GRAPHICS

P.O. Box 32

Grapevine, TX 76099

# Estimate

| Date      | Estimate # |
|-----------|------------|
| 9/26/2023 | 16226      |

|                         |
|-------------------------|
| Name / Address          |
| Kingsman Coffee Company |

| P.O. No. | Terms | Due Date  | Rep |
|----------|-------|-----------|-----|
|          |       | 9/26/2023 |     |

| Description                                              | Qty | Cost         | Total      |
|----------------------------------------------------------|-----|--------------|------------|
| 28" X 94" routed aluminum cabinet with push thru acrylic | 1   | 4,200.00     | 4,200.00T  |
| Installation                                             | 1   | 1,200.00     | 1,200.00T  |
| Permit Acquisition                                       | 1   | 450.00       | 450.00T    |
| Sales Tax                                                |     | 8.25%        | 482.63     |
|                                                          |     | <b>Total</b> | \$6,332.63 |

Please note there is a 3% fee on all credit card purchases over \$1000. A late charge of 1% per month will be added to invoices beginning at 30 days past due.

Customer Signature \_\_\_\_\_

EXHIBIT "A"

High Value Signs & Studio  
8409 Sterling St., Suite B (Mail C-4) Irving, TX 75063  
info@highvaluesigns.com  
(972) 915-6970

License #: TSCL #18778  
http://www.highvaluesigns.com/



## Quote 12500

### Lit Building Sign

SALES REP INFO  
Myra Brown - High Value Signs  
myra@highvaluesigns.com

QUOTE DATE  
09/28/2023

QUOTE EXPIRY DATE  
10/13/2023

TERMS  
50% on order/50% on completion

ORDERED BY  
Kingsmen Coffee Co

INSTALL ADDRESS  
714 West Wheatland Road  
Duncanville, TX 75137

CONTACT INFO  
Vanessa Riley  
vanessa@kingsmencoffeeco.com  
(214) 558-2306

#### About this Quote:

| # | ITEM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | QTY | UOM  | U.PRICE    | TOTAL (EXCL. TAX) | TAXABLE |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------|------------|-------------------|---------|
| 1 | <b>*Cabinet Sign-Illuminated</b><br>Illuminated cabinet sign w/ Routed face; UL listed<br><br>Client to provide their logo in .ai or .eps file format and any high res images; add'l fees for logo rework or images<br><br>Includes: Layout/set up, permit acquisition service, fabrication, and installation.<br><br>Does not include the actual cost of the permit charged by the City; this is passed through at cost once assessed; estimated at \$150-\$275<br><br>Client to supply dedicated circuit and jbox mounted to interior wall within 5 ft sign install location and at least a 2'x2' access point to get behind the wall | 1   | Each | \$7,831.02 | \$7,831.02        | Y       |

QUOTE 12500, KINGSMEN COFFEE CO, 09/28/2023

EXHIBIT "A"

Unless otherwise indicated, orders less than \$500, total amount due upon order. Orders more than \$500, 50% deposit with balance due upon completion unless other terms are given. Minimum order is \$250. Approved Change Orders and related costs will be added to orders. There is an additional 3% convenience charge on card transactions/orders over \$10,000.

|                    |                   |
|--------------------|-------------------|
| Subtotal:          | \$7,831.02        |
| Sales Tax (8.25%): | \$646.06          |
| <b>Total:</b>      | <b>\$8,477.08</b> |

Price for any design/layout work includes 2 rounds of changes. Add'l fee for add'l design and changes. Price is ONLY for design time for this project. Requests in the future for the art files may or may not be filled and if filled will be charged market rate for the art plus labor.

Customer provides print-quality art, .eps logo, fonts, and images if applicable. If a specific color is required, a Pantone or Sherwin Williams color code must be given to High Value Signs. Pantone colors are preferred. Please note that we cannot guarantee CMYK or RGB colors. We can create an .eps logo or acquire images/art if needed for an additional charge.

A sign off on Quote, Order Confirmation or Invoice and Final Proof is required to start. Sign off on the quote, order or pick up, delivery, and/or installation is also approval to charge the card on file for any balance due. Client approval is deemed to include landlord approval. Proof and quote are not a guarantee of city or landlord approval.

If lighted sign, customer responsible for providing a dedicated circuit and jbox to within 5 feet of the location where the sign will be installed. If signage is removed from a building or structure, High Value Signs will patch holes with silicone but will not paint or resurface.

Should obstructions like steel girders, rock, etc. be encountered during installation or drilling additional costs will be added to the final invoice price. Vinyl jobs require client acceptance for up to a 5% margin for error, 5% of the total square footage of vinyl. And client accepts that any job done in panels will show a seam.

Any additional work requested other than above specifications shall involve extra cost and are subject to completion on a separate day.

All agreements are contingent upon delays beyond our control (weather, accidents, equipment failure, etc.). Delivery dates are estimated not guaranteed.

Permit Acquisition Service does not include the actual cost of the permit. All risk of not permitting signs is borne solely by the client, who agrees that additional costs shall be incurred to resolve any issue raised by a regulating body like the City or Associations. Our fee for Permit Acquisition Service is non-refundable (i.e. payable regardless of the city issuing the permit or not). Signs stored at our location are subject to monthly storage fees.

Regulated by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599 website: [www.tdlr.texas.gov](http://www.tdlr.texas.gov).

Orders cancelled prior to production are subject to design fees plus a 20% cancellation fee. There are no refunds after production has started. All signs remain the property of High Value Signs until they are paid for in full. Late fees are assessed on any invoice that is over 30 days due.

Downpayment (50.0 %)

\$4,238.54

SIGNATURE:

DATE:



# STAFF REPORT

**MEETING: City Council - 21 Nov 2023**

**TITLE:**

Consider a Resolution approving of a Hotel Occupancy Tax Grant for the FY 23-24 Budget in the amount of \$20,400.00 to the Duncanville Chamber of Commerce for property maintenance and computer upgrades while serving as the Duncanville Official Visitor 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 the expenditure of local hotel occupancy tax revenues.

The nine categories for the 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.
- 5) Historical restoration and preservation.
- 6) Sporting Events
- 7) Enhancing or Upgrading sports facilities or sports fields (only in certain cities)
- 8) Tourist Transportation systems
- 9) Signage Directing the public to sights and attractions that are visited frequently by hotel guests in the city.

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 and 700450 (HOT Tax and Convention and Visitor Center Contract Services)

| <u>Available Budget</u> | <u>Purchase Amount</u> | <u>After Encumber</u> |
|-------------------------|------------------------|-----------------------|
| \$412,945.00            | \$20,400.00            | \$392,545             |

**ACTION ALTERNATIVES:**

1. Approve funding in the amount of \$20,400.00 for a Hotel Occupancy Tax Grant for the FY23-24 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. - 2023-164 - HOT Grant FY24 Funding- DCC Visitor Center - Pdf](#)

**RESOLUTION NO. 2023-164**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING OF A HOTEL OCCUPANCY TAX GRANT FOR THE FY 23-24 BUDGET IN THE AMOUNT OF \$20,400 TO THE DUNCANVILLE CHAMBER OF COMMERCE TO DIRECTLY ENHANCE AND PROMOTE TOURISM AND THE HOTEL INDUSTRY; 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 Chamber of Commerce promotes Duncanville by providing services as our official Visitor's Center; 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, and further finds that the expenditures are for one of the statutorily authorized categories.

**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 twenty-thousand and four hundred dollars and no cents (\$20,400) to the Duncanville Chamber of Commerce for the establishment and maintenance of Duncanville Visitor Center.

**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 be effective upon its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of  
Duncanville, Texas, on the 21st day of November, 2023.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Chiquita Taylor, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney



## EXHIBIT "A"



|                                            |
|--------------------------------------------|
| <b>Hotel Occupancy Funding Application</b> |
|--------------------------------------------|

Date: 6/20/2023

***Organization Information***

Name of Organization: Duncanville Chamber of Commerce

Address: 300 E. Wheatland Rd

City, State, Zip: Duncanville, TX 75116

Contact Name: Steve Martin Contact Phone Number: 972-780-4990

Web Site Address for Event or Sponsoring Entity: www.duncanvillechamber.org

Non-Profit or For-Profit Status: Non-Profit Tax ID #: 75-1097267

Entity's Creation Date: 1955

Purpose of your organization: To serve as the Official Visitor's Center  
for the City of Duncanville.

***Event Information***

Name of Event or Project: Duncanville Visitors Center

Date of Event or Project: Daily

Primary Location of Event or Project: 300 E. Wheatland Rd.

Amount Requested: \$ 20,400

How will the funds be used? To operate as the Official Visitors Center for  
the City of Duncanville, TX. (To be paid monthly)

EXHIBIT "A"

Primary Purpose of Funded Activity/Facility:

Official Visitor's Center for Duncanville, TX.

**Percentage of Hotel Tax Support of Related Costs**

\_\_\_\_\_ Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

\_\_\_\_\_ Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

\_\_\_\_\_ Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities \_\_\_\_\_%

***Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:***

- ☐ **a) Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$ 20,400

**In detail, describe how the funds will be used and include appropriate documentation.**

To serve as the Official Visitors Center and present monthly reports to the City.

- ☐ **b) Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$ \_\_\_\_\_

**In detail, describe how the funds will be used and include appropriate documentation.**

N/A

EXHIBIT "A"

- ☐ **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$\_\_\_\_\_

**In detail, describe how the funds will be used and include appropriate documentation.**

N/A

- ☐ **d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: \$\_\_\_\_\_

**In detail, describe how the funds will be used and include appropriate documentation.**

N/A

- ☐ **e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.** Amount requested under this category: \$\_\_\_\_\_

**In detail, describe how the funds will be used and include appropriate documentation.**

N/A

- ☐ **f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity.** Amount requested under this category: \$\_\_\_\_\_

How many individuals are expected to participate in the sporting related event? \_\_\_\_\_

EXHIBIT "A"

How many of the participants at the sporting related event are expected to be from another city or county? \_\_\_\_\_

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

N/A

In detail, describe how the funds will be used and include appropriate documentation.

- ☐ g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$ \_\_\_\_\_

What sites or attractions will tourists be taken to by this transportation? \_\_\_\_\_

Will members of the general public (non-tourists) be riding on this transportation? \_\_\_\_\_

What percentage of the ridership will be local citizens? \_\_\_\_\_

In detail, describe how the funds will be used and include appropriate documentation.

N/A

- ☐ h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$ \_\_\_\_\_

What tourist attractions will be the subject of the signs?

N/A

EXHIBIT "A"

In detail, describe how the funds will be used and include appropriate documentation.

N/A

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***Questions for All Funding Request Categories:***

1. How many years have you held this Event or Project: \_\_\_\_\_
2. Expected Attendance: \_\_\_\_\_
3. How many people attending the Event or Project will use Duncanville hotels? \_\_\_\_\_  
Number of rooms rented for your event: \_\_\_\_\_
4. Did you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels? **N/A**

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5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

| Month/Year Held | Assistance Amount | Number of Hotel Rooms Used |
|-----------------|-------------------|----------------------------|
| _____           | _____             | _____                      |
| _____           | _____             | _____                      |
| _____           | _____             | _____                      |
| _____           | _____             | _____                      |
| _____           | _____             | _____                      |



Documentation must be included from each Duncanville hotel that supported the number of rooms used for all years.

EXHIBIT "A"

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? N/A  
\_\_\_\_\_  
\_\_\_\_\_
7. Please list other organization, government entities, and grants that have offered financial support to your project: N/A  
\_\_\_\_\_  
\_\_\_\_\_
8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?  
N/A  
\_\_\_\_\_  
\_\_\_\_\_
9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:  
  

|                         |          |
|-------------------------|----------|
| Newspaper:              | \$ _____ |
| Radio:                  | \$ _____ |
| TV:                     | \$ _____ |
| Other Paid Advertising: | \$ _____ |

  
Number of Press Releases/Media Alerts sent to the Media: \_\_\_\_\_  
Number of Direct Mailings to out-of-town recipients: \_\_\_\_\_  
  
Other Promotions: \_\_\_\_\_
10. Will you include a link to the City/CVB or other source on your promotional handouts and in your website for booking hotel nights during this event? \_\_\_\_\_
11. Will you negotiate a special rate or hotel/event package to attract overnight stays?  
\_\_\_\_\_
12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

EXHIBIT "A"

N/A

13. What geographic areas does your advertising and promotion reach? \_\_\_\_\_

14. How many individuals will your proposed marketing reach that are in another city or county?  
\_\_\_\_\_

15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: \_\_\_\_\_

Percentage of those in attendance that are staying at area hotels/lodging facilities: \_\_\_\_\_%

Please Submit to: Clay Mansell  
Economic Development Administrator

Mail To:  
P.O. Box 380280  
Duncanville, TX 75138-0280

Drop Off:  
Economic Development  
203 E. Wheatland Rd.  
Duncanville, TX 75116

**For questions, please call 972.780.5090.**  
**Or email, [eco@duncanvilletx.gov](mailto:eco@duncanvilletx.gov)**

## EXHIBIT "A"

**2022 – 2023 Visitor Center Call Log 1<sup>st</sup> Quarter**

|                         | <b>October</b> | <b>November</b> | <b>December</b> |
|-------------------------|----------------|-----------------|-----------------|
| <b>Calls</b>            | <b>217</b>     | <b>283</b>      | <b>337</b>      |
| <b>City Information</b> | <b>63</b>      | <b>71</b>       | <b>95</b>       |
| <b>Relocation</b>       | <b>1</b>       | <b>0</b>        | <b>0</b>        |
| <b>Office Visits</b>    | <b>27</b>      | <b>57</b>       | <b>83</b>       |
| <b>Total</b>            | <b>308</b>     | <b>411</b>      | <b>515</b>      |

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## EXHIBIT "A"

**2022 - 2023 Visitor Center Call Log 2<sup>nd</sup> Quarter**

|                         | <b>January</b> | <b>February</b> | <b>March</b> |
|-------------------------|----------------|-----------------|--------------|
| <b>Calls</b>            | <b>103</b>     | <b>117</b>      | <b>123</b>   |
| <b>City Information</b> | <b>23</b>      | <b>28</b>       | <b>18</b>    |
| <b>Relocation</b>       | <b>0</b>       | <b>1</b>        | <b>1</b>     |
| <b>Office Visits</b>    | <b>17</b>      | <b>11</b>       | <b>21</b>    |
| <b>Total</b>            | <b>143</b>     | <b>157</b>      | <b>163</b>   |

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## EXHIBIT "A"

**2022 - 2023 Visitor Center Call Log 3<sup>rd</sup> Quarter**

|                             | <b>April</b> | <b>May</b> | <b>June</b> |
|-----------------------------|--------------|------------|-------------|
| <b>Visitor Center Calls</b> | 221          | 201        |             |
| <b>City Information</b>     | 84           | 78         |             |
| <b>Relocation</b>           | 1            | 2          |             |
| <b>Office Visits</b>        | 48           | 39         |             |
| <b>Total</b>                | <b>354</b>   | <b>320</b> |             |

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## EXHIBIT "A"

**2021- 2022 Visitor Center Call Log 4<sup>th</sup> Quarter**

|                         | <b>July</b> | <b>August</b> | <b>September</b> |
|-------------------------|-------------|---------------|------------------|
| <b>Calls</b>            | 187         | 132           | 168              |
| <b>City Information</b> | 71          | 57            | 74               |
| <b>Relocation</b>       | 2           | 1             | 0                |
| <b>Office Visits</b>    | 28          | 33            | 39               |
| <b>Total</b>            | <b>288</b>  | <b>223</b>    | <b>281</b>       |

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EXHIBIT "A"





# STAFF REPORT

**MEETING: City Council - 21 Nov 2023**

**TITLE:**

Conduct a public hearing for consideration and action regarding the request of Ravi Murjani, applicant and owner, for a Zoning Change from DD, Downtown District to LOR, Local Office Retail District and adopt an ordinance to amend the Comprehensive Zoning Ordinance and map on AMG Merrill ABST 884, PG 075, TR 40, ACS 0.1368, more commonly known as 106 East Freeman Street, in the City of Duncanville, Dallas County, Texas.

**Vision Statement:**

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

**Pillar:**

- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**
- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

**STAFF RESPONSIBLE:**

**Nathan Warren, Senior Planner**

**BACKGROUND/HISTORY:**

Comprehensive Plan

The Future Land Use Plan Map shows the subject property being located within Opportunity Area 10, Downtown District. The Plan envisions the Area as a regional destination and a hub of activity in the city. This would also be achieved with vertical mixed use and boutique retail development. This area is also envisioned as being pedestrian-orientated.

The Plan goes further on to list strategies that will help achieve the vision for the Downtown District:

- Facilitate the transition of nonconforming properties and land uses.
- Identify nonconforming properties and work with property owners to relocate or bring the property into compliance.
- Continue to pursue public improvements as identified in the Downtown Plan.
- Develop a unique theme and feel for the district.

- Transition smoothly to and from adjacent Opportunity Areas.
- Make walkability and connectivity (both to and through the district) a top priority.
- Identify key parcels for development and specific companies to recruit for those spaces.

#### Project Scope

The subject property is zoned DD, Downtown District—Urban Living. In this zoning district, the use *Retail, Local Scale* is permitted with a Specific Use Permit. The Comprehensive Zoning Ordinance defines the use *Retail, Local Scale* as “retail establishments under 10,000 square feet, engaged in the sale of a variety of products not elsewhere classified.” The applicant would like to lease out one of the units on the subject property as retail. The use *Retail, Local Scale* is permitted by right in the zoning district LOR, Local Office/Retail.

#### Surrounding Land Use

The subject property is surrounded by DD, Downtown District—Urban Living to the south and east. The property to the north and west is zoned DD, Downtown District—General Main Street.

#### Planning and Zoning Commission Action

On Monday, September 11, 2023, the Planning and Zoning Commission approved the item by a vote of 3 to 1 and recommended City Council approval.

#### **POLICY EXPLANATION:**

##### Notification

Eleven (11) notices were sent out for this public hearing. As of this writing, two (2) responses have been received in favor and none in opposition to the request. Letters will be received until Tuesday, November 21, 2023, to fulfill legal requirements for a written formal protest to the City Council.

#### **FUNDING SOURCE:**

##### **ORG and Object Number**

N/A

| <u>Available Budget</u> | <u>Purchase Amount</u> | <u>After Encumber</u> |
|-------------------------|------------------------|-----------------------|
| \$0.00                  | \$0.00                 | \$0.00                |

#### **ACTION ALTERNATIVES:**

1. Adopt the ordinance.
2. Do not adopt the ordinance.
3. Other actions as directed by Council.

#### **ATTACHMENTS:**

[Attachment 1- Legal Advertisement](#)

[Attachment 2 - Area of Request Maps](#)

[Attachment 3 - Zoning Change Application](#)

[Attachment 4 - Applicant Exhibits](#)

[Attachment 5 - Letter of Intent](#)

[Attachment 6 - Letter to Property Owners Buffer Map & Responses](#)

[Attachment 7 - List of Property Owners within 200 Feet](#)

[Attachment 8 - Legal Advertisement](#)

[Duncanville.ZORD No. 2494 from DD to LOR - 106 East Freeman](#)

Attachment 1

Advertise 1 time - By August 30

NOTICE OF A PUBLIC HEARING BEFORE THE  
PLANNING AND ZONING COMMISSION AND CITY COUNCIL  
ZONING FILE #2023-24

A public hearing will be held before the Planning and Zoning Commission on Monday, September 11, 2023, at 7:00 p.m., and before City Council on Tuesday, October 3, 2023, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Rd, Duncanville, Texas, to hear a request of Ravi Murjani, Applicant, for a Zoning Change from DD, Downtown District to LOR, Local Office Retail District, on AMG Merrill ABST 884 PG 075, TR 40 ACS 0.1368, more commonly known as 106 E Freeman Street, 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, Chiquita Taylor, or to Nathan Warren, Senior Planner, P.O. Box 380280, Duncanville, Texas, 75138-0280 stating your position.

CITY OF DUNCANVILLE  
Chiquita Taylor  
City Secretary

Nathan Warren,  
Senior Planner



Attachment 2







## Attachment 3



Development Services  
 Planning Division  
 203 E. Wheatland Rd.  
 P.O. Box 380280  
 Duncanville, TX 75138  
 972-707-3878

## ZONING CHANGE APPLICATION

CONTACT INFORMATION

Applicant/ Agent Laksh Group, LLCContact: Ravi Murjani
☐ Engineer ☐ Architect ☐ Surveyor ☒ Owner ☐ Other
Applicant/Agent Address: 1819 Solana Springs Drive City: Sugar Land State: TX Zip: 77479Agent Email: [REDACTED] Telephone: [REDACTED] (Fax) [REDACTED]Property Owner: Laksh Group, LLC Contact: Ravi MurjaniOwner Address PO Box 18737 City: Sugar Land State: TX Zip: 77496Owner Email: [REDACTED] Telephone: [REDACTED] (Fax) [REDACTED]

PROPERTY INFORMATION

Property Address: 106 E. Freeman street, Duncanville, TX 75116Legal Description of Property: See Attached Exhibit ALot No. \_\_\_\_\_ Block No. \_\_\_\_\_ Acreage: \_\_\_\_\_ Existing Zoning District: at Downtown District

REQUEST TYPE

☐ Specific Use Permit - Commercial For \_\_\_\_\_☐ Specific Use Permit - Residential For \_\_\_\_\_☒ Change in Zoning From Downtown district To Local office Retail☐ Planned Development (PD)☐ Amend PD Approval☐ Development Plan Approval☐ Conceptual Plan Approval☐ Alternative Compliance Request☐ Text Amendment

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

**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.

Signature of Current Property Owner

Date

7/8/23

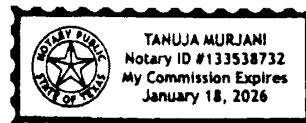
**Notarization**

BEFORE ME, JULY 18, 2023 on this day personally appeared TARUNKUMAR MURJANI, known to or proved to me on the oath of DL TEXAS (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 18 day of JULY, 2023.

(Seal)

Notary Public in and for the State of Texas  
My Commission Expires: 1/18/2026



**Following is to be completed only if a person other than the owner is submitting this application.**

Owner Validation

Applicant has permission to pursue a zoning change on the property located at \_\_\_\_\_ with the City of Duncanville.

\_\_\_\_\_  
Signature of Owner/Agent

\_\_\_\_\_  
Date

BEFORE ME, \_\_\_\_\_, on this day personally appeared \_\_\_\_\_, known to or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

## SUBMITTAL CHECKLIST

### Specific Use Permit - Commercial

Please check if applicable

YES N/A

- ☐ ☐ Written Letter with detailed description of proposed operation
- ☐ ☐ Site Plan
- ☐ ☐ Building Elevation and Signage Plan
- ☐ ☐ Landscape Plan
- ☐ ☐ Floor Plans
- ☐ ☐ Other \_\_\_\_\_

### Specific Use Permit - Residential

Please check if applicable

YES N/A

- ☐ ☐ Written Letter of Intent with detailed description of request
- ☐ ☐ HOA approval letter (if applicable)
- ☐ ☐ Drawings, spec sheets, diagrams or other documents in electronic format (PDF)
- ☐ ☐ Letter from owner (if applicant is not owner) and/or approval letter from HOA (if applicable)
- ☐ ☐ Other \_\_\_\_\_

### Planned Development

YES N/A

- ☐ ☐ Written Letter with detailed description of proposed development with proposed conditions
- ☐ ☐ Conceptual Plan

(The purpose of a Conceptual Plan is to provide a general layout of the proposed development prior to a more specific Development Plan being submitted. A Conceptual Plan shall be construed to be an illustration of the development concepts only and not an exact representation of the specific development proposed.)

- ☐ ☐ Development Plan with proposed PD Conditions

(The purpose of a Development Plan is to specifically illustrate the proposed location and arrangement of uses and structures, the relationship of such uses to base zoning districts, development phasing, planned public improvements, open space, proposed amenities and the overall design of the development. Development Plan shall be incorporated into the regulations of the PD ordinance, shall be construed in conjunction with the authorized uses and development standards set forth in such regulations, and shall be in general conformity with the approved Conceptual Plan for the PD (if applicable).)

Development Plan Submittal includes the following:

- ☐ ☐ Site plan
- ☐ ☐ Building Elevations
- ☐ ☐ Landscape plan
- ☐ ☐ Floor Plans
- ☐ ☐ Other \_\_\_\_\_

YES N/A

### Amendment of Planned Development

- ☐ ☐ Written Letter with Detailed Description of proposed operation including list of proposed changes.
- ☐ ☐ Revised Development Plan

YES N/A

### Development Plan

- ☐ ☐ Proposed PD Conditions
- ☐ ☐ Site plan
- ☐ ☐ Building Elevations
- ☐ ☐ Landscape Plan
- ☐ ☐ Floor Plans
- ☐ ☐ Other \_\_\_\_\_

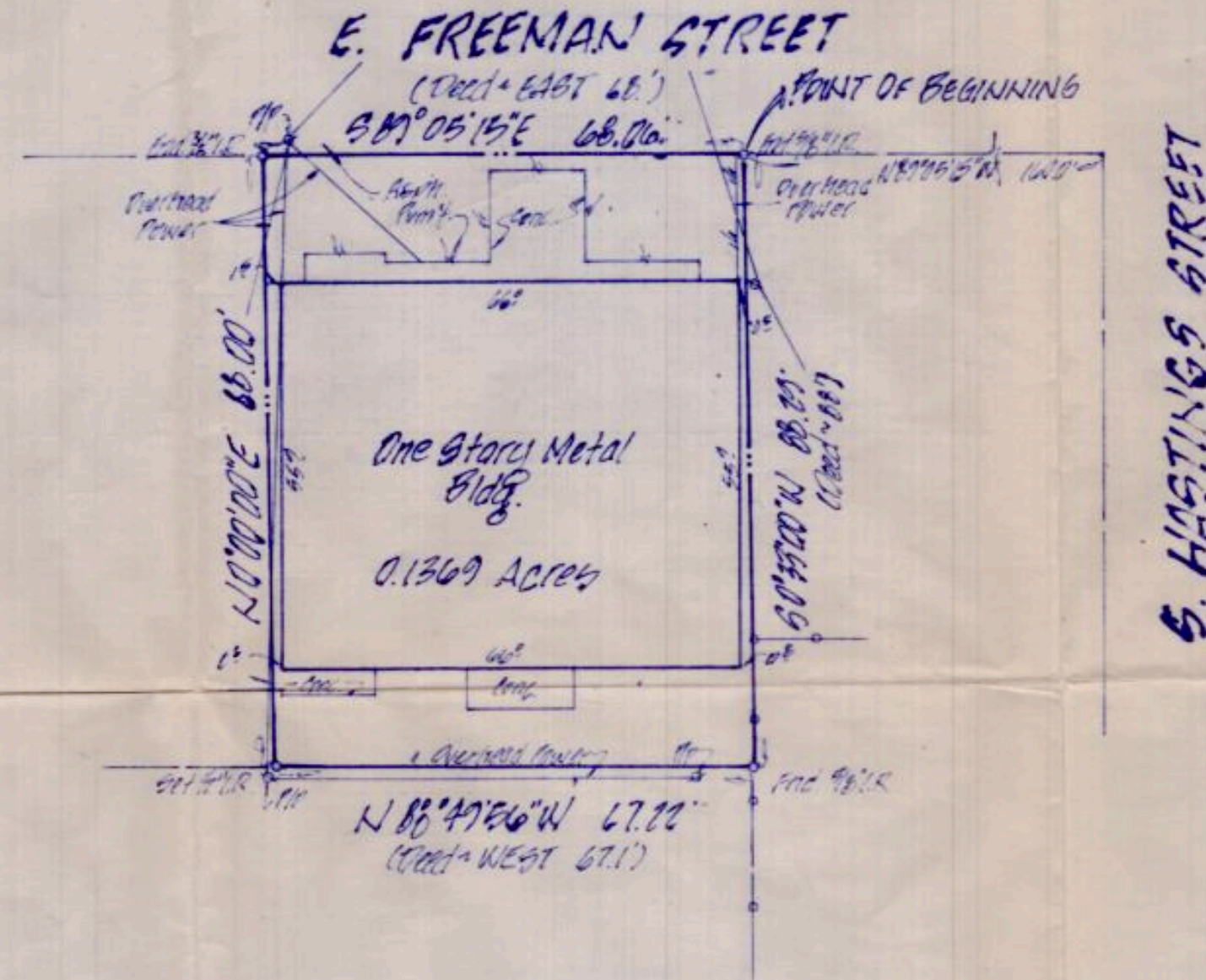
### Change of Zoning

- ☒ ☐ Written Detailed Description of request including how the request considers the following factors:
  - Whether the proposed change of zoning change implements the policies of the adopted Comprehensive Plan
  - Whether the uses allowed by the proposed change will be appropriate in the immediate area concerned and their relationship to the general area and the City as a whole;
  - Whether the proposed change is in accordance with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;
  - The amount of and development absorption (or redevelopment) rate of vacant or underutilized land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstance which may make a substantial part of such vacant land unavailable for development;
  - How other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved, and whether such designation for other areas should be modified also; and any other factors which substantially affect the public health, safety, morals, or general welfare.



# Attachment 4

177



NOTE: Texas Power & Light easements recorded in Vol. 1348, Pg. 565 and Vol. 1372, Pg. 60 are not plotable due to inadequate metes and bounds description.

This survey was performed in connection with the transaction described in G.F. No. 03400232 of North American Title Company. Use of this survey for any other purpose or by any other parties shall be strictly prohibited as this survey is a copyright owned by Fugate Surveying, Inc., and all other uses are forbidden without prior written consent of Fugate Surveying, Inc..

## LEGAL DESCRIPTION

Being a tract of land situated in the A.M.G. Merrill Survey, Abstract No. 884, City of Duncanville, Dallas County, Texas, and being more particularly described as follows:

Beginning at a 5/8 inch iron rod found for corner on the south line of E. Freeman Street (called 40' R.O.W.), said point being N 89°05'15" W, 160.00 ft. from the intersection of the south line of E. Freeman Street with the west line of S. Hastings Street (called 40' R.O.W.);

THENCE S 00°33'00" W, leaving the south line of said E. Freeman Street, a distance of 88.29 ft. (Deed-88 ft.) to 5/8 inch iron rod found for corner;

THENCE N 88°49'56" W (Deed-WEST), a distance of 67.22 ft. (Deed-67.1 ft.) to a 1/2 inch iron rod set for corner;

THENCE N 00°00'00" E, a distance of 88.00 ft. to a 3/8 inch iron rod found for corner on the south line of said E. Freeman Street;

THENCE S 89°05'15" E (Deed-EAST), along the south line of said E. Freeman Street, a distance of 68.06 ft. (Deed-68 ft.) to the Point of Beginning and containing 0.1369 acres (5,961 Sq. Ft.) of land.

## SURVEYOR'S CERTIFICATE

The undersigned being a Registered Professional Land Surveyor of the State of Texas certifies to (i) Options Holdings, Ltd. and (ii) North American Title Company:

1. This map or plat and the survey on which it is based were made in accordance with the Professional Land Surveying Practices Act and General Rules of Procedures and Practices.
2. The survey was made on the ground April 18, 2003 and correctly shows the area of the subject property, the location and type of all visible buildings, visible structures, and other visible improvements situated on the subject property, and any other matters situated on the subject property that are visible.
3. Except as shown on the survey, there is no visible evidence of easements or rights of way of which the undersigned as been advised.
4. Except as shown on the survey, there are no observable, above ground encroachments (a) by the improvements on the subject property upon adjoining properties, streets or alleys, or (b) by the improvements on adjoining properties, streets or alleys upon the subject properties.
5. The location of each easement, right of way, servitude, and other matter affecting the subject property that are listed in the title insurance commitment issued by North American Title Company, under G.F. No. 03400232, with respect to the subject property, has been shown on the survey, together with appropriate recording references, to the extent that such matters can be located. The property shown on the survey is the property described in that title commitment.
6. The subject property has access to and from a duly dedicated public street or highway.
7. The record description of the subject property forms a mathematically closed figure.
8. The Property is not located in a 100-Year Flood Plain or in an identified "flood prone area", as defined by the U.S. Department of Housing and Urban Development, pursuant to the Flood Disaster Protection Act of 1973, as amended, as reflected by the Flood Insurance Rate Map, Map No. 48113C470 J, Effected Date August 23, 2001, Zone X, which such map panel covers the area in which the Property is situated.

Only the parties listed above are entitled to rely on the survey and this certificate as being true and accurate.

*Danny B. Fugate*  
 Danny B. Fugate, Registered Professional Land Surveyor State of Texas N. 3671

Date: 4-18-2003

106 E. Freeman Street



**FUGATE SURVEYING**

235 E. BELTLINE ROAD  
 DESOTO, TEXAS 75115 (972) 223-0740

**BOUNDARY SURVEY**

drawn scale date

87-345



Attachment 5

July 17, 2023

To whom it may concern,

I would like to request a zoning change from Downtown district to Local Office Retail.

I currently have a Real Estate office and I would like to lease out one of my units on that property as Retail.

The proposed change of zoning change implements the policies of the adopted Comprehensive plan.

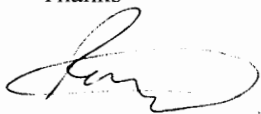
The uses allowed by the proposed change will be appropriate in the immediate area concerned and their relationship to the general area and the city as a whole.

The proposed change is in accordance with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to that area.

No other area designated for similar development will be, or are unlikely to be affected if the proposed zoning is approved.

Please feel free to reach me at (956) 821-6170 with any questions.

Thanks

A handwritten signature in black ink, appearing to read 'Ravi Murjani', with a stylized flourish at the end.

Ravi Murjani  
Laksh Group

Attachment 6

City of Duncanville  
 Planning Division  
 103 E. Wheatland Rd., Duncanville, TX 75116  
 P. O. Box 380280, Duncanville, TX 75138-0280  
 (p) 972-780-5057, 972-707-3878  
 (e) [planningandzoning@duncanvilletx.gov](mailto:planningandzoning@duncanvilletx.gov)



August 25, 2023

Zoning File: **2023-24**

Dear Property Owner:

Ravi Murjani, Applicant and Owner, is requesting approval of a Zoning Change from DD, Downtown District to LOR, Local Office Retail District on AMG Merrill ABST 884 PG 075, TR 40 ACS 0.1368, more commonly known as **106 East Freeman Street**, 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 the subject property that is being requested for a Zoning Change. Please refer to the enclosed map that indicates which property is being requested for a Zoning Change.

**The Planning and Zoning Commission will hold a public hearing on Monday, September 11, 2023, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, October 3, 2023, 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 **October 3, 2023**, to fulfill legal requirements for a written formal protest.

As an interested citizen, you may submit public comments to the Interim City Secretary, Kristin Downs, or the Senior Planner, Nathan Warren, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email Planning and Zoning at [planningandzoning@duncanvilletx.gov](mailto:planningandzoning@duncanvilletx.gov) stating your position. You are encouraged to participate in the public hearing and offer comments.

Please reach out to me directly at (972) 780-5057 with any questions pertaining to this request.

Sincerely,

*Nathan Warren*

Nathan Warren  
 Senior Planner

Enclosures

City of Duncanville  
Planning Division  
103 E. Wheatland Rd., Duncanville, TX 75116  
P. O. Box 380280, Duncanville, TX 75138-0280  
(p) 972-780-5057, 972-707-3878  
(e) [planningandzoning@duncanvilletx.gov](mailto:planningandzoning@duncanvilletx.gov)



Agosto 25, 2023

Archivo de zonificación: **2023-24**

Estimado propietario:

Ravi Murjani, solicitante y propietario, está solicitando la aprobación de un cambio de zona de DD, Downtown District (Distrito del Centro) a LOR, Local Office Retail District (Distrito Comercial de Oficinas Locales) en AMG Merrill ABST 884 PG 075, TR 40 ACS 0.1368, más comúnmente conocido como **106 East Freeman Street**, 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 esa audiencia pública en particular. Consulte el mapa adjunto que indica que propiedad se está rezonificando.

**La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 11 de Septiembre de 2023, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevara a cabo el Martes 3 de Octubre de 2023, 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 **3 de Octubre de 2023**, para cumplir con los requisitos legales para una protesta formal por escrito.

Como ciudadano interesado, puede enviar comentarios públicos a la secretaria interina de la Cuidad, Kristin Downs, o al Planificador de la Cuidad, Nathan Warren, P.O. Box 380280, Duncanville, Texas, 75138-0280 o enviar un correo electrónico a Planificación y Zonificación, a [planningandzoning@duncanvilletx.gov](mailto:planningandzoning@duncanvilletx.gov) indicando su posición. Se le anima a participar en la audiencia pública y ofrecer comentarios.

Por favor de comunicarse conmigo directamente al (972) 780-5057 con cualquier pregunta relacionada con esta solicitud.

Sinceramente,

*Nathan Warren*

Nathan Warren  
Planificador de la Cuidad

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. 2023-24** Ravi Murjani, Applicant and Owner, is requesting approval of a Zoning Change from DD, Downtown District to LOR, Local Office Retail District on AMG Merrill ABST 884 PG 075, TR 40 ACS 0.1368, more commonly known as **106 East Freeman Street**, in the City of Duncanville, Dallas County, Texas.

**NOTE:** The purpose of the request is to allow a **Zoning Change**.

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, September 11, 2023, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, October 3, 2023, 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 **October 3, 2023**, 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. 2023-24** Ravi Murjani, solicitante y propietario, está solicitando la aprobación de un cambio de zona de DD, Downtown District (Distrito del Centro) a LOR, Local Office Retail District (Distrito Comercial de Oficinas Locales) en AMG Merrill ABST 884 PG 075, TR 40 ACS 0.1368, más comúnmente conocido como **106 East Freeman Street**, en la ciudad de Duncanville, condado de Dallas, Texas.

**NOTA:** El propósito de la solicitud es permitir un **Cambio de Zona**.

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 11 de Septiembre 2023, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 3 de Octubre de 2023, 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 **3 de Octubre de 2023**, 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:*

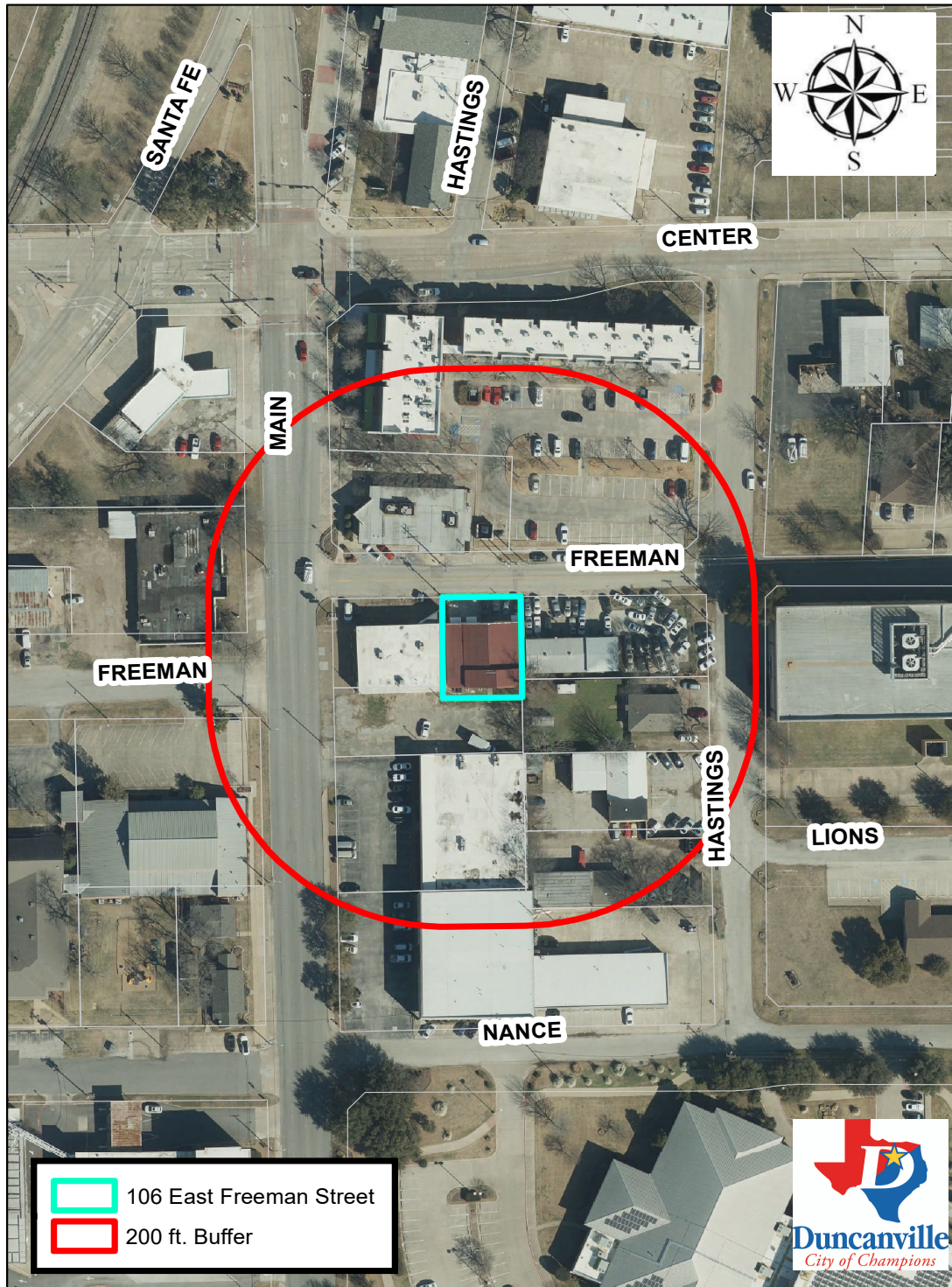
1).

2).

3).

Nombre Impreso: \_\_\_\_\_ Direccion: \_\_\_\_\_

Firma: \_\_\_\_\_ Fecha: \_\_\_\_\_

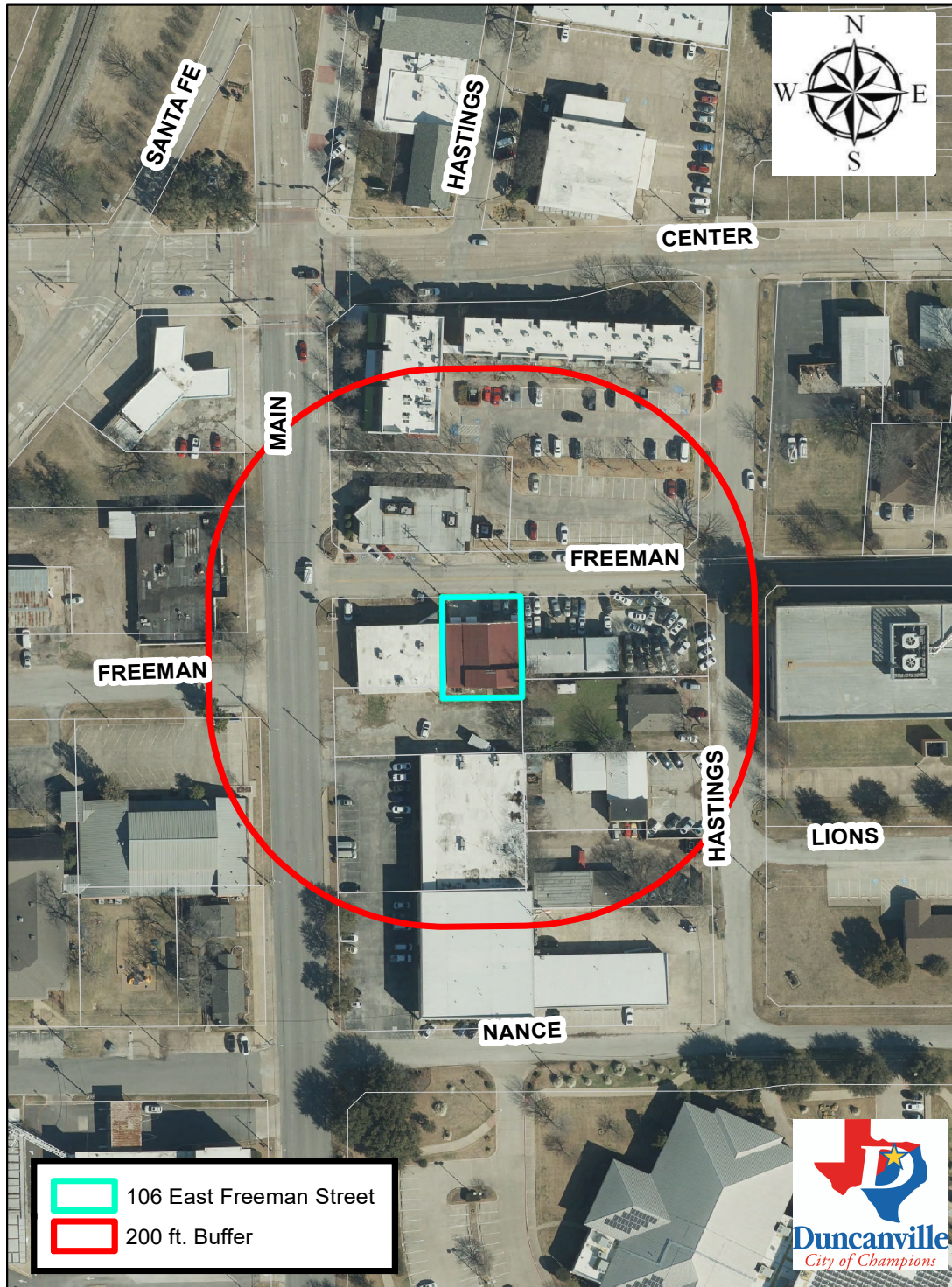


The applicant is requesting a Zoning Change from DD, Downtown District to LOR, Local Office Retail District.

The purpose for this request is to expand the list of uses allowed. To see what uses are allowed within the LOR, Local Office Retail District, please see Section 3.03 of the Comprehensive Zoning Ordinance. This can be found on the Planning & Zoning homepage of the Duncanville City website at [www.duncanvilletx.gov](http://www.duncanvilletx.gov).

Questions? Please contact Planning and Zoning at 972-780-5057 or 972-707-3878. You may also email [planningandzoning@duncanvilletx.gov](mailto:planningandzoning@duncanvilletx.gov).





El solicitante solicita un cambio de zonificación de DD, Downtown District (Distrito Del Centro), a LOR, Local Office Retail District (Distrito Comercial de oficinas Locales).

El objetivo de esta solicitud es ampliar la lista de usos permitidos. Para ver qué usos están permitidos dentro del LOR District, consulte la Sección 3.03 de la Ordenanza de Zonificación Integral. Esto se puede encontrar en la página de inicio de Planificación y Zonificación del sitio web de la ciudad de Duncanville en [www.duncanvilletx.gov](http://www.duncanvilletx.gov).

¿Preguntas? Comuníquese con Planificación y Zonificación al 972-780-5057 o al 972-707-3878. También puede enviar un correo electrónico a [planningandzoning@duncanvilletx.gov](mailto:planningandzoning@duncanvilletx.gov).

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. 2023-24** Ravi Murjani, Applicant and Owner, is requesting approval of a Zoning Change from DD, Downtown District to LOR, Local Office Retail District on AMG Merrill ABST 884 PG 075, TR 40 ACS 0.1368, more commonly known as **106 East Freeman Street**, in the City of Duncanville, Dallas County, Texas.

**NOTE:** The purpose of the request is to allow a **Zoning Change**.

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, September 11, 2023, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, October 3, 2023, 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 **October 3, 2023**, 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: RAVI MURJANI

Address: PO Box 18737, Sugarland, TX 77496

Signature: 

Date: 8/30/23



Attachment 7

|                              |                              |                              |
|------------------------------|------------------------------|------------------------------|
| DUNCANVILLE CITY OF          | JOHNSON JETTIE B             | WINN TOMMY J                 |
| PO BOX 380280                | 1207 REGENTS PARK CT         | 214 S MAIN ST STE 210        |
| DUNCANVILLE, TEXAS 751380280 | DESOTO, TEXAS 751152838      | DUNCANVILLE, TEXAS 751164768 |
| WINN TOMMY J                 | DL COMMERCIAL LTD            | MAIN STATION DUNCANVILLE     |
| 214 S MAIN ST STE 210        | PO BOX 381146                | 111 E DAVIS ST #101          |
| DUNCANVILLE, TEXAS 751164768 | DUNCANVILLE, TEXAS 751381146 | DUNCANVILLE, TEXAS 751163615 |
| VOSE LEONARD C               | VOSE LEONARD CARLIN          | NAPPYBLISS LLC               |
| 209 S HASTINGS ST            | 209 S HASTINGS ST            | 207 S HASTINGS ST            |
| DUNCANVILLE, TEXAS 751164838 | DUNCANVILLE, TEXAS 751164838 | DUNCANVILLE, TEXAS 751164838 |
| SISCO ROBERT DONALD          | MATA SUNILDA MARIA           | DEAN WILLIAM R ET AL         |
| 5940 SLEEPY HOLLOW LN        | 1303 MEADOW RIDGE DR         | 101 S MAIN ST                |
| MIDLOTHIAN, TEXAS 760654620  | DUNCANVILLE, TEXAS 751373632 | DUNCANVILLE, TEXAS 751164703 |
| FIRST CHRISTIAN CHURCH       | LAKSH GROUP LLC              |                              |
| PO BOX 380249                | PO BOX 18737                 |                              |
| DUNCANVILLE, TEXAS 751380249 | SUGAR LAND, TEXAS 774968737  |                              |

11 notices mailed out

Attachment 8

Advertise 1 time - By October 13

NOTICE OF A PUBLIC HEARING BEFORE THE  
PLANNING AND ZONING COMMISSION AND CITY COUNCIL  
ZONING FILE #2023-24

A public hearing will be held before City Council on Monday, November 21, 2023, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Rd, Duncanville, Texas, to hear a request of Ravi Murjani, Applicant, for a Zoning Change from DD, Downtown District to LOR, Local Office Retail District, on AMG Merrill ABST 884 PG 075, TR 40 ACS 0.1368, more commonly known as 106 E Freeman Street, 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, Chiquita Taylor, or to Nathan Warren, Senior Planner, P.O. Box 380280, Duncanville, Texas, 75138-0280 stating your position.

CITY OF DUNCANVILLE  
Chiquita Taylor  
City Secretary

Nathan Warren,  
Senior Planner

**ORDINANCE NO. 2494**

**AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY AMENDING CHANGE THE ZONING FROM DD, DOWNTOWN DUNCANVILLE DISTRICT ZONING TO LOR, LOCAL OFFICE RETAIL DISTRICT ON APPROXIMATELY .0319 ACRES ± OF REAL PROPERTY IN AMG MERRILL ABST 884, PG 075, TR 40, LOCATED AT 106 EAST FREEMAN STREET, DUNCANVILLE, DALLAS COUNTY AND DEPICTED ON EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN; 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 ORDAINED 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 to change the Zoning from DD, Downtown Duncanville District zoning to LOR, Local Office Retail District on approximately .0319 acres ± of real property in AMG Merrill ABST 884, PG 075, TR 40, located at 106 East Freeman Street, Duncanville, Dallas County and depicted on Exhibit A, attached hereto and incorporated herein.

**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 for said LOR District, as heretofore amended, and in conformance with this Ordinance.

**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.

This ordinance shall be effective from and after the day of its passage as provided by law by the City Council of the City of Duncanville, Texas, on the 21<sup>st</sup> day of November, 2023.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Chiquita Taylor, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney



# STAFF REPORT

**MEETING:** City Council - 21 Nov 2023

**TITLE:**

Consider an ordinance amending the FY 2023-2024 budget by appropriating resources received for projects, grants, donations, and capital projects in FY 2023 and amending expenditures.

**Vision Statement:**

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

**Pillar:**

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

**STAFF RESPONSIBLE:**

**Jennifer Otey, Budget Administrator**

**BACKGROUND/HISTORY:**

The City of Duncanville has numerous ongoing projects and needs that require the FY 2023 funding and resources to be carried over into FY 2024. Though staff makes every effort to propose expected expenditures, the timing of project awards and expenditures made do not always align with the annual budget process. Amended expenditures are covered by resources available within the fund balance from prior year revenue and current year projected revenue.

**Fund 002 - Utilities Operations**

This fund is the operational fund for Water and Sewer utility operations. The budget amendment will allow for an increase in the funding of transfers to the Utility CIP fund. The transfer was budgeted for \$2,000,000. The amendment request is to increase the transfer by \$3,000,000 for a total of \$5,000,000. It was desired to pursue Revenue Bonds in this fiscal year, however, it is not likely debt can be issued and therefore the amendment will cover planned Utility CIP projects for FY 2024.

**Fund 013 - Grants and Donations**

This fund tracks donations and grants received. The Police, Fire, and City Marshal receive an annual allotment for law enforcement-related training by the State Comptroller's Office. These funds can only be spent on training. Whatever funds are remaining can be used in a later year. The budget amendment will budget the remaining balance as of 09-30-2023 for use in FY 2024.

There are two grants approved by Council, Resolution 2022-126 - Dallas County Municipal First Responder Health Care Program - \$29,252.00; and Resolution 2022-089 and Resolution 2023-067 - Bullet-Resistant Shield Grant - Texas Office of the Governor Criminal Justice Division, in the amount of \$175,087.50. However, there was not an ordinance brought to the Council to amend the budgets for these two grants. This amendment will amend the FY 2024 budget to account for the expenses and revenues.

Additionally, this fund tracks donations received by Police, Fire, Library, Parks, and Tree Replacements. Funds can be used to offset the unbudgeted needs of the department. The Tree Replacement fund is to cover replacing trees; developers are required to pay into the Tree Reforestation fund by ordinance when trees are removed and not replaced. This amendment will budget the remaining balance as of 09-30-2023 for use in FY 2024.

#### **Fund 015 - Drainage**

This fund collects stormwater fees, as charged to commercial and residential billing customers. The expenses cover the administration of fund management and stormwater compliance. Additionally, it covers capital improvement projects. The budget amendment will carry over the remaining balance as of 09-30-2023 for use in FY 2024 for ongoing projects.

#### **Fund 017- Utility CIP**

All Utility CIP projects are expensed out of this fund. Transfers are made from the Utility Operations Fund to cover the expenses of CIP projects. The budget amendment will carry over the remaining balance as of 09-30-2023 for use in FY 2024 for ongoing projects.

#### **Fund 020 - Street CIP**

All Street and Sidewalk CIP projects are expensed out of this fund. Transfers are made from the General Fund, as available, to cover the expenses of CIP projects. Additionally, the City applies with Dallas County for CDBG (Community Development Block Grant) funds to cover a portion of sidewalk improvements such as the installation of ADA ramps, within CDBG-eligible zones. The budget amendment will carry over the remaining balance as of 09-30-2023 for use in FY 2024 for ongoing projects.

#### **Fund 024 - Parks CIP**

All 2019 bond-funded Park projects are expensed out of this fund. The budget amendment will carry over the remaining balance as of 09-30-2023 for use in FY 2024 for ongoing projects.

#### **Fund 025 - Alley CIP**

All Alley reconstruction projects are expensed out of this fund. Funding for transfers is supported by the Sanitation Fund. Alley garbage customers pay a higher rate to cover Alley reconstruction projects. Additionally, the drainage fund supports a portion of the alley projects. The budget amendment will carry over the remaining balance as of 09-30-2023 for use in FY 2024 for ongoing projects.

#### **Fund 026 - Capital Improvement CIP**

Street, Fire Station, and Service Center bond projects are expensed out of this fund. The budget amendment will carry over the remaining balance as of 09-30-2023 for use in FY 2024 for ongoing projects.

**Fund 041 - One-Time Projects**

This fund was established to track expenses made for approved one-time purchases and projects. Transfers were made from the General Fund as available and approved. The remaining projects include the Fire Station and the P-25 project. The budget amendment will carry over the remaining balance as of 09-30-2023 for use in FY 2024.

**Fund 050 - Asset Forfeiture**

The fund is a special use fund governed at the state and federal government levels for equitable sharing. Funding comes from court-awarded funds from seizures. The Police Department oversees these funds and they can only be used for eligible items defined by the program. A large award was received in FY 2023. This budget amendment will allow for the funds to be budgeted and used for eligible uses in FY 2024.

**Fund 410 - IT Replacement**

This fund receives contributions from the various departments for future replacement of IT equipment. Additionally, in FY 2020 funds were made available for security camera placements around various parks and facilities. These funds were not used and this budget amendment will budget the available funds for security camera needs for use in FY 2024.

**Fund 758 - ARPA**

This fund is to track revenue received for COVID relief from the American Rescue Plan Act of 2021. Projects have been identified and the budget amendment will allow for the funds to be used in FY 2024. Earmarked funds for projects such as the HVAC replacements and generators, and the Recreation Center expansion, are requested to be reallocated toward the Fire Station 1 project at this time.

| FUND                       | ADOPTED EXPENSE | REVISED EXPENSE |
|----------------------------|-----------------|-----------------|
| 002 - Utility Operations   | \$19,152,053    | \$22,152,053    |
| 013 - Grants and Donations | \$ 215,382      | \$ 489,296      |
| 015 - Drainage Fund        | \$1,105,998     | \$2,489,923     |
| 017 - Utility CIP          | \$6,477,978     | \$7,823,248     |
| 020 - Streets and Sidewalk | \$600,000       | \$1,364,685     |
| 024 - Parks CIP            | \$3,513,275     | \$6,084,053     |
| 025 - Alley CIP            | \$114,508       | \$405,294       |
| 026 - Capital Improvement  | \$5,075,000     | \$4,090,069     |
| 041 - One-Time Project     | \$0             | \$1,001,826     |
| 050 - Asset Forfeiture     | \$141,372       | \$820,036       |
| 410 - IT Replacement       | \$152,700       | \$352,700       |
| 758 - ARPA                 | \$1,531,250     | \$3,791,825     |

**POLICY EXPLANATION:**

The Texas Local Government Code 102.010 allows for changes to the municipality's budget necessary for operations. Additionally, the City Council must approve budgetary amendments and a copy of the amendment shall be filed with the City Secretary's Office by law.

**FUNDING SOURCE:**

**ORG and Object Number**

NA

| <u>Available Budget</u> | <u>Purchase Amount</u> | <u>After Encumber</u> |
|-------------------------|------------------------|-----------------------|
| \$0.00                  | \$0.00                 | \$0.00                |

**ACTION ALTERNATIVES:**

1. Approve the FY 2023-2024 Budget Amendments as presented.
2. Do not approve the FY 2023-2024 Budget Amendments
3. Other actions as directed by Council.

**ATTACHMENTS:**

[Resolution No. - 2497 - FY 2024 Budget Amendments - Projects and CIP - Pdf](#)



**ORDINANCE NO. 2497**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE FY 2023-2024 BUDGET BY APPROPRIATING RESOURCES RECEIVED FOR PROJECTS, GRANTS, DONATIONS, AND CAPITAL PROJECTS IN FY 2022-2023 AND AMENDING EXPENDITURES; EXCEPT AS AMENDED HEREIN SHALL BE IN FULL FORCE AND EFFECT; AUTHORIZING THE CITY MANAGER TO MAKE ADJUSTMENTS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council adopted the 2023-2024 Budget by Ordinance 2491 on September 19, 2023; and

**WHEREAS**, the Texas Local Government Code 102.010, "Changes in Budget for Municipal Purposes", allows a municipality to amend its budgets as deemed necessary for municipal purposes; and

**WHEREAS**, the requested amendments are for funds, as referenced in "Exhibit A", designated as special use funds and Capital Improvement Project Funds with resources received in FY 2023 and expenditures necessary to complete projects; and

**WHEREAS**, the City Manager is submitting the amended budget of revenues and expenditures for conducting the affairs of the City for the Fiscal Year 2023-2024.

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

**SECTION 1.** The budget and fund accounts adopted therein for the Fiscal Year 2023-2024 shall be, and are hereby, amended as set forth in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes.

**SECTION 2.** The balance of the budget, as amended, except as amended herein, shall be in full force and effect.

**SECTION 3.** A copy of the Budget Amendment will be provided to the City Secretary's Office as required by law.

**DULY ORDAINED AND ADOPTED** by the City Council of the City of  
Duncanville, Texas, on the 21st day of November, 2023.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Chiquita Taylor, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney

EXHIBIT A

**CONSOLIDATED SUMMARY BY FUND**  
**BUDGET - FY 2023-2024 as Revised 11-21-2023**

| FUND                                       | Adopted<br>New Revenues &<br>Fund Resources | Revised<br>New Revenues & Fund<br>Resources | Change              | Adopted Expenses    | Revised Expenses     | Change              |
|--------------------------------------------|---------------------------------------------|---------------------------------------------|---------------------|---------------------|----------------------|---------------------|
| 001 - GENERAL FUND                         | \$40,583,385                                | \$40,583,385                                | \$0                 | \$40,583,385        | \$40,583,385         | \$0                 |
| 002 - WATER/SEWER UTILITY FUND             | 21,154,119                                  | 22,152,053                                  | 997,934             | 19,152,053          | 22,152,053           | 3,000,000           |
| 005 - DEBT SERVICE FUND                    | 1,484,215                                   | 1,484,215                                   | 0                   | 1,481,356           | 1,481,356            | 0                   |
| 008 - COMPREHENSIVE SELF INSURANCE         | 585,000                                     | 585,000                                     | 0                   | 585,000             | 585,000              | 0                   |
| 010 - HOTEL TAX FUND                       | 893,500                                     | 893,500                                     | 0                   | 838,479             | 838,479              | 0                   |
| 012 - ECONOMIC DEVELOPMENT                 | 4,486,398                                   | 4,486,398                                   | 0                   | 4,486,398           | 4,486,398            | 0                   |
| 013 - GRANT FUND                           | 215,382                                     | 489,296                                     | 273,914             | 215,382             | 489,296              | 273,914             |
| 015 - DRAINAGE FUND                        | 1,105,998                                   | 2,489,923                                   | 1,383,925           | 1,105,998           | 2,489,923            | 1,383,925           |
| 017 - UTILITY CAPITAL PROJECTS             | 6,500,000                                   | 7,823,248                                   | 1,323,248           | 6,477,978           | 7,823,248            | 1,345,270           |
| 018 - UTILITY METER REPLACEMENT FUND       | 500,000                                     | 500,000                                     | 0                   | 0                   | 0                    | 0                   |
| 019 - SANITATION FUND                      | 4,686,618                                   | 4,686,618                                   | 0                   | 4,650,872           | 4,650,872            | 0                   |
| 020 - STREET/ALLEY CIP FUND                | 600,000                                     | 1,364,685                                   | 764,685             | 600,000             | 1,364,685            | 764,685             |
| 024 - PARK CAPITAL IMPROV FUND             | 3,513,275                                   | 6,084,053                                   | 2,570,778           | 3,513,275           | 6,084,053            | 2,570,778           |
| 025 - ALLEY IMPROVEMENT FUND               | 200,000                                     | 405,294                                     | 205,294             | 114,508             | 405,294              | 290,786             |
| 026 - CAPITAL IMPROVEMENT PROJ FUND        | 5,075,000                                   | 4,090,069                                   | (\$984,931)         | 5,075,000           | 4,090,069            | (984,931)           |
| 033 - TAX INCREMENT FINANCING FUND         | 96,958                                      | 96,958                                      | 0                   | 82,250              | 82,250               | 0                   |
| 041 - ONE-TIME PROJECTS                    | 0                                           | 1,001,826                                   | 1,001,826           | 0                   | 1,001,826            | 1,001,826           |
| 050 - POLICE FORFEITURE/SEIZURE FUND       | 141,372                                     | 820,036                                     | 678,664             | 141,372             | 820,036              | 678,664             |
| 215 - PEG FUND                             | 95,000                                      | 95,000                                      | 0                   | 20,000              | 20,000               | 0                   |
| 225 - COURT SECURITY FUND                  | 8,000                                       | 8,000                                       | 0                   | 0                   | 0                    | 0                   |
| 230 - JUVENILE CASE MANAGER FUND           | 8,000                                       | 8,000                                       | 0                   | 8,000               | 8,000                | 0                   |
| 235 - COURT TECHNOLOGY                     | 7,500                                       | 7,500                                       | 0                   | 250                 | 250                  | 0                   |
| 401 - FURNITURE REPLACEMENT FUND           | 69,000                                      | 69,000                                      | 0                   | 69,000              | 69,000               | 0                   |
| 405 - FACILITY REPAIR/RENOVATE FUND        | 0                                           | 0                                           | 0                   | 0                   | 0                    | 0                   |
| 410 - IT REPAIR/REPLACEMENT FUND           | 154,929                                     | 352,700                                     | 197,771             | 152,700             | 352,700              | 200,000             |
| 415 - FLEET/EQUIP REPR/REPLACE FUND        | 2,023,884                                   | 2,023,884                                   | 0                   | 2,023,884           | 2,023,884            | 0                   |
| 420 - SWAT REPLACEMENT FUND                | 75,322                                      | 75,322                                      | 0                   | 75,322              | 75,322               | 0                   |
| 456 - FIELDHOUSE                           | 2,096,625                                   | 2,096,625                                   | 0                   | 2,019,933           | 2,019,933            | 0                   |
| 757 - EMERGENCY/ DISASTER RELIEF           | 0                                           | 0                                           | 0                   | 0                   | 0                    | 0                   |
| 758 - AMERICAN RESCUE PLAN                 | 1,531,250                                   | 3,791,825                                   | 2,260,575           | 1,531,250           | 3,791,825            | 2,260,575           |
| <b>Net Revenue Over / (Under) Expenses</b> | <b>\$97,890,730</b>                         | <b>\$108,564,413</b>                        | <b>\$10,673,683</b> | <b>\$95,003,644</b> | <b>\$107,789,136</b> | <b>\$12,785,492</b> |

EXHIBIT A

FY 2024 PROJECT AND CIP BUDGET AMENDMENTS  
002 - WATER/SEWER UTILITY FUND

|                                                       | FY 2023<br>ACTUALS   | FY 2024<br>ADOPTED<br>BUDGET | FY 2024<br>AMENDED<br>CHANGE | FY 2024<br>REVISED<br>BUDGET |
|-------------------------------------------------------|----------------------|------------------------------|------------------------------|------------------------------|
| <b>Revenue</b>                                        |                      |                              |                              |                              |
| - UNKNOWN                                             |                      |                              |                              |                              |
| 53 - FINES & FEES                                     | \$4,270              | \$4,000                      |                              | \$4,000                      |
| 54 - INTERGOV REVENUES                                | \$0                  | \$600                        |                              | \$600                        |
| 55 - INTEREST                                         | \$138,872            | \$17,100                     |                              | \$17,100                     |
| 57 - CHARGES FOR SERVICES                             | \$17,989,981         | \$21,061,642                 |                              | \$21,061,642                 |
| 59 - OTHER SOURCES                                    | \$168,182            | \$70,777                     |                              | \$70,777                     |
| <b>Revenue Total</b>                                  | <b>\$18,301,305</b>  | <b>\$21,154,119</b>          | <b>\$0</b>                   | <b>\$21,154,119</b>          |
| <b>Expense</b>                                        |                      |                              |                              |                              |
| - UNKNOWN                                             |                      |                              |                              |                              |
| 60 - SALARY AND BENEFITS                              | \$2,019,093          | \$2,351,735                  |                              | \$2,351,735                  |
| 71 - OFFSET EXP ACCOUNTS                              | \$0                  | \$0                          |                              | \$0                          |
| 72 - SUPPLIES & MATERIALS                             | \$445,857            | \$705,528                    |                              | \$705,528                    |
| 73 - CONTRACT & PROF SVCS                             | \$9,807,719          | \$10,141,222                 |                              | \$10,141,222                 |
| 74 - MAINT & REPAIR SVCS                              | \$243,201            | \$391,900                    |                              | \$391,900                    |
| 75 - UTILITIES                                        | \$22,451             | \$124,220                    |                              | \$124,220                    |
| 76 - CAPITAL OUTLAY                                   | \$0                  | \$0                          |                              | \$0                          |
| 77 - DEBT SERVICES                                    | \$0                  | \$0                          |                              | \$0                          |
| 78 - TRANSFER TO FUNDS                                | \$6,998,881          | \$5,422,998                  | 3,000,000                    | \$8,422,998                  |
| 79 - OTHER FINANCING USES                             | \$4,038              | \$14,450                     |                              | \$14,450                     |
| <b>Expense Total</b>                                  | <b>\$19,541,240</b>  | <b>\$19,152,053</b>          | <b>3,000,000</b>             | <b>\$22,152,053</b>          |
| <b>Net Total</b>                                      | <b>(\$1,239,935)</b> | <b>\$2,002,067</b>           | <b>(3,000,000)</b>           | <b>(997,934)</b>             |
|                                                       |                      |                              |                              |                              |
| <b>WORKING CAPITAL BALANCE 10-01-2022 (UNAUDITED)</b> | <b>\$ 13,843,435</b> |                              |                              | <b>\$ 12,603,500</b>         |
|                                                       |                      |                              |                              |                              |
| <b>WORKING CAPITAL BALANCE 09-30-2023 (UNAUDITED)</b> | <b>\$ 12,603,500</b> |                              |                              | <b>\$ 11,605,566</b>         |

\* Note: Unaudited fund balance as calculated in the Munis financial system.

EXHIBIT A

FY 2024 PROJECT AND CIP BUDGET AMENDMENTS  
013 - GRANT FUND

|                                               | FY 2023 ACTUALS | FY 2024 ADOPTED BUDGET | FY 2024 AMENDED CHANGE | FY 2024 REVISED BUDGET |
|-----------------------------------------------|-----------------|------------------------|------------------------|------------------------|
| Revenue                                       |                 |                        |                        |                        |
| 013 - GRANT FUND NON-ORG                      | 72,784          | 209,525                |                        | 209,525                |
| 13014000 - PARKS/REC GRANTS                   | 0               | 0                      |                        |                        |
| 13015000 - POLICE GRANTS                      |                 |                        |                        |                        |
| 508101 - STATE GRANTS                         | 0               | 0                      | 175,088                | 175,088                |
| 508201 - FEDERAL GRANTS                       | 39,000          | 0                      | 29,252                 | 29,252                 |
| 13016000 - PUBLIC WORKS GRANTS                | 0               | 0                      |                        |                        |
| 13017000 - FIRE GRANTS                        |                 |                        |                        |                        |
| 13051600 - LIBRARY DONATIONS                  |                 |                        |                        |                        |
| 13055000 - POLICE DONATIONS                   |                 |                        |                        |                        |
| 13057000 - FIRE DONATIONS                     |                 |                        |                        |                        |
| 13074000 - TREE REPLACEMENT                   | 0               | 0                      |                        |                        |
| Revenue Total                                 | \$112,634       | \$209,525              | \$204,340              | \$413,865              |
| Expense                                       |                 |                        |                        |                        |
| 013 - GRANT FUND NON-ORG                      | 0               | 0                      |                        |                        |
| 13011000 - GENERAL GOVT GRANTS                | 0               | 0                      |                        |                        |
| 13014000 - PARKS/REC GRANTS                   | 82,155          | 203,500                |                        | 203,500                |
| 13015000 - POLICE GRANTS                      |                 |                        |                        |                        |
| 700442 - TRAVEL & TRAINING                    | 0               | 3,175                  | 7,706                  | 10,881                 |
| 700450 - CONTRACTUAL SERVICES                 | 0               | 0                      | 29,252                 | 29,252                 |
| 700884 - OTHER EQUIPMENT                      | 0               | 0                      | 175,088                | 175,088                |
| 13016000 - PUBLIC WORKS GRANTS                | 1,484           | 0                      |                        |                        |
| 13017000 - FIRE GRANTS                        |                 |                        |                        |                        |
| 700230 - MISCELLANEOUS SUPPLIES               | 0               | 2,000                  | (2,000)                | 0                      |
| 700236 - MISCELLANEOUS TOOLS                  | 0               | 0                      |                        |                        |
| 700442 - TRAVEL & TRAINING                    | 0               | 632                    | 769                    | 1,401                  |
| 13051600 - LIBRARY DONATIONS                  |                 |                        |                        |                        |
| 700230 - MISCELLANEOUS SUPPLIES               | 0               | 0                      | 14,954                 | 14,954                 |
| 700442 - TRAVEL & TRAINING                    | 0               | 2,000                  | (2,000)                | 0                      |
| 13054000 - PARKS/REC DEPT DONATIONS           | 0               | 0                      |                        |                        |
| 13055000 - POLICE DONATIONS                   |                 |                        |                        |                        |
| 700230 - MISCELLANEOUS SUPPLIES               | 0               | 2,000                  | 8,964                  | 10,964                 |
| 13057000 - FIRE DONATIONS                     |                 |                        |                        |                        |
| 700230 - MISCELLANEOUS SUPPLIES               | 0               | 2,075                  | 849                    | 2,924                  |
| 13074000 - TREE REPLACEMENT                   | 0               | 0                      | 40,331                 | 40,331                 |
| Expense Total                                 | \$83,639        | \$215,382              | \$273,913              | \$489,296              |
| Net Total                                     | \$28,995        | (\$5,857)              | (\$69,573)             | (\$75,431)             |
| BEGINNING FUND BALANCE 10-01-2022 (UNAUDITED) | \$ 149,151      |                        | \$ 178,146             |                        |
| ENDING FUND BALANCE 09-30-2023 (UNAUDITED)    | \$ 178,146      |                        | \$ 102,715             |                        |

\* Note: Unaudited fund balance as calculated in the Munis financial system.

EXHIBIT A

**ONGOING GRANTS & DONATIONS**

| GRANT                                   | FY 2023 ENDING<br>CASH BALANCE | FY 2024 REVISED<br>BUDGET | ACCOUNT                   |
|-----------------------------------------|--------------------------------|---------------------------|---------------------------|
| PDGR00002 - Police Lease Funds          | \$ 6,692.48                    | 6,692.48                  | PDGR00002-13015000-700442 |
| FDGR00004 - Fire Lease Funds            | \$ 1,400.92                    | 1,400.92                  | FDGR00004-13017000-700442 |
| GGGR00002 - Marshal Lease Funds         | \$ 4,188.23                    | 4,188.23                  | GGGR00002-13015000-700442 |
| PDDN00001 - Police Donations            | \$ 10,964.39                   | 10,964.39                 | PDDN00001-13055000-700230 |
| FDDN00001 - Fire Donations              | \$ 2,924.27                    | 2,924.27                  | FDDN00001-13057000-700230 |
| LBDN00001 - Library Donations           | \$ 14,954.46                   | 14,954.46                 | LBDN00001-13051600-700230 |
| PKDN00001 - Donation (Tree Replacement) | \$ 40,330.75                   | 40,330.75                 | PKDN00001-13074000-700661 |

Police, City Marshal, and Fire Departments receive an annual allotment from the Texas Comptroller Law Enforcement Officer Standards and Education Fund to be used for continuing education. The balances as of end of FY 2023 to be rolled forward for the departments to use.

Donations are received on an occasional basis for Police, Fire, Library, and Parks/Recreation. Donations can be used to cover unbudgeted expenses or expenses toward annual banquet for example. Parks receives donations for senior meals. The Tree Replacement Fund are the fees charged to developers who have trees removed and do not replace. Though there is no current plan for these funds, it is requested to budget for the available balance to be used for tree replacements in the City.



EXHIBIT A

FY 2024 PROJECT AND CIP BUDGET AMENDMENTS  
015 - DRAINAGE FUND

|                                               | FY 2023 ACTUALS | FY 2024 ADOPTED BUDGET | FY 2024 AMENDED CHANGE | FY 2024 REVISED BUDGET |
|-----------------------------------------------|-----------------|------------------------|------------------------|------------------------|
| Revenue                                       |                 |                        |                        |                        |
| 015 - DRAINAGE FUND NON-ORG                   | 704,483         | 780,200                | 0                      | 780,200                |
| Revenue Total                                 | \$704,483       | \$780,200              | \$0                    | \$780,200              |
| Expense                                       |                 |                        |                        |                        |
| 15000100 - DRAINAGE ADMIN                     | 76,239          | 320,938                | 0                      | 320,938                |
| 15050000 - DRAINAGE CIP                       |                 |                        |                        |                        |
| 700450 - CONTRACTUAL SERVICES                 | 0               | 0                      | 120,000                | 120,000                |
| 708102 - CONSTRUCTION                         | 204,881         | 120,000                | 302,127                | 422,127                |
| TENMC - TEN MILE CREEK EROSION                |                 |                        |                        |                        |
| 15050000 - DRAINAGE CIP                       |                 |                        |                        |                        |
| 708102 - CONSTRUCTION                         | 44,276          | 665,060                | 961,798                | 1,626,858              |
| Expense Total                                 | \$325,397       | \$1,105,998            | 1,383,925              | 2,489,923              |
| Net Total                                     | \$379,086       | (\$325,798)            | (1,383,925)            | (1,709,723)            |
| BEGINNING FUND BALANCE 10-01-2022 (UNAUDITED) | \$ 1,598,060    |                        |                        | \$ 1,977,146           |
| ENDING FUND BALANCE 09-30-2023 (UNAUDITED)    | \$ 1,977,146    |                        |                        | \$ 267,423             |

\* Note: Unaudited fund balance as calculated in the Munis financial system.

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DRAINAGE PROJECTS (FUND 015) AT SEPTEMBER 30, 2023

| DESCRIPTION                    |                                                           | Vendor/Contract Notes | PROJECT STRING/CODE       | Design Amoun | Construction Amount | Total Project Budget | PYs Actuals | FY 2023 | PROJECT TO DATE ACTUAL | TOTAL REMAINING BALANCE | FY 2024 Adopted Budget | FY 2024 AMEND | FY 2024 Revised Budget (Updated) |
|--------------------------------|-----------------------------------------------------------|-----------------------|---------------------------|--------------|---------------------|----------------------|-------------|---------|------------------------|-------------------------|------------------------|---------------|----------------------------------|
| 1                              | Ten Mile Creek - Erosion/Drainage                         | B&N (3220011)         | 15050000-708102-TENMC     | 165,060      | 1,567,842           | 1,732,902            | 61,768      | 44,276  | 106,044                | 1,626,858               | 665,060                | 961,798       | 1,626,858                        |
| 2                              | Cherry Street/Center Phase 1 - Reconstruction w/ Drainage | IEA (3210067)         | PWAL00003-15050000-708102 | 5,000        | 95,128              | 100,128              |             | 2,340   | 2,340                  | 97,788                  | -                      | 97,788        | 97,788                           |
| 3                              | Cherry Street/Center Phase 2 - Reconstruction w/ Drainage | IEA (3230106)         | PW-2023004                |              | 120,000             | 120,000              |             |         | -                      | 120,000                 | 120,000                | (120,000)     | -                                |
| 4                              | Swan Ridge - Birdwood                                     | SYB Const (3230195)   | DR2301-15050000-708102    |              | 264,260             | 264,260              |             | 195,682 | 195,682                | 68,578                  |                        | 68,578        | 68,578                           |
| 5                              | Lakeside Park                                             | IEA (3230194)         | PWDR00004-15050000-708102 | 45,190       |                     | 45,190               | 32,570      | 6,860   | 39,430                 | 5,761                   |                        | 5,761         | 5,761                            |
| 6                              | Drainage Assessment - Master Plan/Study                   | unassigned            | unassigned                |              |                     | 250,000              |             |         |                        | 250,000                 |                        | 250,000       | 250,000                          |
| 7                              | Drainage Improvements - Bridges                           | unassigned            | unassigned                |              |                     | 120,000              |             |         |                        | 120,000                 |                        | 120,000       | 120,000                          |
| TOTAL DRAINAGE PROJECTS BUDGET |                                                           |                       |                           |              |                     | 2,632,480            | 94,338      | 249,157 | \$343,495              | \$2,288,985             | \$785,060              | \$1,383,925   | \$2,168,985                      |

Drainage Fund also includes administration. The administration budget is not included here but on the fund summary.

EXHIBIT A

FY 2024 PROJECT AND CIP BUDGET AMENDMENTS  
025 - ALLEY IMPROVEMENT FUND

|                                               | FY 2023 ACTUALS | FY 2024 ADOPTED BUDGET | FY 2024 AMENDED CHANGE | FY 2024 REVISED BUDGET |
|-----------------------------------------------|-----------------|------------------------|------------------------|------------------------|
| Revenue                                       |                 |                        |                        |                        |
| 025 - ALLEY IMPROV NON-ORG                    | \$150,000       | \$200,000              | \$0                    | \$200,000              |
| Revenue Total                                 | \$150,000       | \$200,000              | \$0                    | \$200,000              |
| Expense                                       |                 |                        |                        |                        |
| 25100000 - ALLEY IMPROVEMENT PROJ             |                 |                        |                        |                        |
| 708102 - CONSTRUCTION                         | \$42,735        | \$114,508              | \$290,786              | \$405,294              |
| Expense Total                                 | \$42,735        | \$114,508              | \$290,786              | \$405,294              |
| Net Total                                     | \$107,265       | \$85,492               | (\$290,786)            | (\$205,294)            |
| BEGINNING FUND BALANCE 10-01-2022 (UNAUDITED) | \$ 346,847      |                        | \$ 454,112             |                        |
| ENDING FUND BALANCE 09-30-2023 (UNAUDITED)    | \$ 454,112      |                        | \$ 248,818             |                        |

\* Note: Unaudited fund balance as calculated in the Munis financial system.

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ALLEY PROJECTS (FUND 025) AT SEPTEMBER 30, 2023

| DESCRIPTION                 |                                                           | Vendor/Contract Notes            | PROJECT STRING/CODE              | Design Amoun | Construction Amount | Other Amounts | Total Project Budget | PYs Actuals | FY 2023 | PROJECT TO DATE ACTUAL | TOTAL REMAINING BALANCE | FY 2024 Adopted Budget | FY 2024 AMEND | FY 2024 Revised Budget (Updated) |
|-----------------------------|-----------------------------------------------------------|----------------------------------|----------------------------------|--------------|---------------------|---------------|----------------------|-------------|---------|------------------------|-------------------------|------------------------|---------------|----------------------------------|
| 1                           | Cherry Street/Center Phase 1 - Reconstruction w/ Drainage | IEA (3210067)<br>CCGMG (3230195) | PWAL00003-25100000-708102/708103 | 64,817       | 339,369             |               | 404,186              | 50,739      |         | 50,739                 | 353,448                 | 79,869                 | 273,579       | 353,448                          |
| 2                           | Cherry Street/Center Phase 2 - Reconstruction w/ Drainage | IEA (3230106)                    | PW-2023004                       | 94,582       |                     |               | 94,582               |             | 42,735  | 42,735                 | 51,846                  | 34,640                 | 17,207        | 51,846                           |
| TOTAL ALLEY PROJECTS BUDGET |                                                           |                                  |                                  |              |                     |               | 498,768              | 50,739      | 42,735  | \$93,474               | \$405,294               | \$114,508              | \$290,786     | \$405,294                        |

EXHIBIT A

FY 2024 PROJECT AND CIP BUDGET AMENDMENTS  
017 - UTILITY CAPITAL PROJECTS

|                                                | FY 2023 ACTUALS | FY 2024<br>ADOPTED<br>BUDGET | FY 2024<br>AMENDED<br>CHANGE | FY 2024<br>REVISED<br>BUDGET |
|------------------------------------------------|-----------------|------------------------------|------------------------------|------------------------------|
| Revenue                                        |                 |                              |                              |                              |
| 580500 - BOND PROCEEDS                         | 0               | 4,500,000                    | (4,500,000)                  | 0                            |
| 599002 - TRANS FROM UTILITY FUND-002           | 5,000,000       | 2,000,000                    | 3,000,000                    | 5,000,000                    |
| 599013 - TRANS FROM GRANT FUND-013             | 0               | 0                            |                              |                              |
| GRGEN - HAZARD MITIGATION GRANT-GENERATOR      |                 |                              |                              |                              |
| 508201 - FEDERAL GRANTS                        | 0               | 0                            | 149,340                      | 149,340                      |
| Revenue Total                                  | \$5,000,000     | \$6,500,000                  | (\$1,350,660)                | \$5,149,340                  |
| Expense                                        |                 |                              |                              |                              |
| 708102 - CONSTRUCTION                          | 3,618,872       | 4,562,645                    | 838,616                      | 5,406,932                    |
| 708103 - PROFESSIONAL FEES                     | 32,450          | 0                            |                              |                              |
| GRGEN - HAZARD MITIGATION GRANT-GENERATOR      |                 |                              |                              |                              |
| 700883 - CAPITAL FURNITURE & EQUIPMENT         | 0               | 0                            | 579,469                      | 579,469                      |
| PBU22 - PIPE BURSTING FISCAL YEAR 22           |                 |                              |                              |                              |
| 708102 - CONSTRUCTION                          | 826,985         | 0                            | 51,210                       | 51,210                       |
| RIDGE - CEDAR RIDGE RECONSTRUCTION             |                 |                              |                              |                              |
| 708102 - CONSTRUCTION                          | 87,707          | 1,333,333                    | (272,876)                    | 1,060,457                    |
| STEGE - HILL CITY/STEGE WATERLINE REPLACEM     |                 |                              |                              |                              |
| 708102 - CONSTRUCTION                          | 2,000           | 0                            | 7,900                        | 7,900                        |
| WS326 - SOFTWOOD DRIVE SEWER REPAIR            |                 |                              |                              |                              |
| 708102 - CONSTRUCTION                          | 67,520          | 582,000                      | 135,280                      | 717,280                      |
| Expense Total                                  | \$4,635,533     | \$6,477,978                  | \$1,339,599                  | \$7,823,248                  |
| Net Total                                      | \$364,467       | \$22,022                     |                              | (\$2,673,908)                |
| WORKING CAPITAL BALANCE 10-01-2022 (UNAUDITED) | \$              | 2,623,802                    |                              | \$ 2,988,269                 |
| WORKING CAPITAL BALANCE 09-30-2023 (UNAUDITED) | \$              | 2,988,269                    |                              | \$ 314,361                   |

\* Note: Unaudited fund balance as calculated in the Munis financial system.

UTILITY CIP PROJECTS (FUND 017) AT SEPTEMBER 30, 2023

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| UTILITY CIP PROJECTS (FUND 017) AT SEPTEMBER 30, 2023 |                                                  |  |                                                                       |                                                         |                     |               |                     |               |                      |             |             |                        |                         |                        |               |                                  |
|-------------------------------------------------------|--------------------------------------------------|--|-----------------------------------------------------------------------|---------------------------------------------------------|---------------------|---------------|---------------------|---------------|----------------------|-------------|-------------|------------------------|-------------------------|------------------------|---------------|----------------------------------|
| DESCRIPTION                                           |                                                  |  |                                                                       | Vendor/Contract Notes                                   | PROJECT STRING/CODE | Design Amoun  | Construction Amount | Other Amounts | Total Project Budget | PYs Actuals | FY 2023     | PROJECT TO DATE ACTUAL | TOTAL REMAINING BALANCE | FY 2024 Adopted Budget | FY 2024 AMEND | FY 2024 Revised Budget (Updated) |
| 1                                                     | Swan Ridge (W/ Drainage + Streets)               |  | Burgess/Niple (3210043)<br>SYB Construction (3230182)                 | PWWR00016-171000000-708102<br>PWVW00015-17400000-708102 | 55,485              | 1,540,773     | 2,139               | 1,598,397     | 23,210               | 848,477     | 871,687     | 726,710                | -                       | 726,710                | 726,710       |                                  |
| 2                                                     | Wren Avenue Aerial                               |  | Dunaway (3210098)                                                     | PWWR00019-1710000-708102                                | 70,035              | 1,209,137     |                     | 1,279,172     | 53,690               | 4,828       | 58,518      | 1,220,655              |                         | 1,220,655              | 1,220,655     |                                  |
| 3                                                     | Danieldale Road Reconstruction (Utility Portion) |  | Dunaway (3200023)<br>Pavecon (3210057)<br>Teams Consultants (2300161) | PWWR00011                                               | 297,564             | 4,245,132     | 137,195             | 4,679,891     | 3,261,847            | 1,296,050   | 4,557,897   | 547,945                |                         | 547,945                | 547,945       |                                  |
| 4                                                     | Cedar Ridge Road Reconstruction (UT Portion)     |  | Dunaway (3210094)                                                     | 26010000-708102-RIDGE                                   | 157,367             | 1,000,000     |                     | 1,157,367     | 8,680                | 87,707      | 96,387      | 1,060,980              | 1,333,333               | (272,353)              | 1,060,980     |                                  |
| 5                                                     | Summit Pump House - Rehab - Generator            |  | Dunaway (3210099)<br>Texas Municipal & Industrial                     | 1710000-700883-GRGEN                                    | 75,538              | 579,469       |                     | 655,007       | 57,345               | 10,793      | 68,138      | 586,869                | -                       | 586,869                | 586,869       |                                  |
| 6                                                     | FY 22 Pipebursting                               |  | Vortex (3220025)                                                      | 17400000-708102-PBU22                                   |                     | 999,996       |                     | 999,996       | 121,801              | 826,985     | 948,786     | 51,210                 |                         | 51,210                 | 51,210        |                                  |
| 7                                                     | Danieldale Ground Storage                        |  | RJN (3200037)<br>Nova (3210059)                                       | PWWR00002                                               | 312,386             | 2,184,534     |                     | 2,496,920     | 1,056,943            | 1,309,002   | 2,365,945   | 130,975                |                         | 130,975                | 130,975       |                                  |
| 8                                                     | Chlorine Building Rehab                          |  | Dunaway (3210029)                                                     | PWWR00018 - 1710000-708102                              | 48,624              | 208,116       |                     | 256,740       | 40,814               | 307         | 41,121      | 215,619                |                         | 7,810                  | 7,810         |                                  |
| 9                                                     | SCADA Replacement                                |  | QEI (unassigned)                                                      |                                                         |                     | 480,000       |                     | 480,000       |                      |             | -           | 480,000                |                         | 480,000                | 480,000       |                                  |
| 10                                                    | FY 23 Pipebursting                               |  | Vortex Turnkey (#2300478)                                             | PW-2023002-17100000-708102                              |                     | 448,265       |                     | 448,265       |                      | 434,384     | 434,384     | 13,881                 |                         | 13,880                 | 13,880        |                                  |
| 11                                                    | Softwood Aerial                                  |  | Dunaway (3230100)                                                     | 17100000-708102-WS326                                   | 84,800              | 700,000       |                     | 784,800       |                      | 67,520      | 67,520      | 717,280                | 582,000                 | 135,280                | 717,280       |                                  |
| 12                                                    | Harrington Aerial - Stewart Branch               |  | Dunaway (unassigned)                                                  |                                                         | 76,560              | 200,000       |                     | 276,560       |                      |             |             | 276,560                |                         | 276,560                | 276,560       |                                  |
| 13                                                    | Lead Service Line Replacements Inventory         |  |                                                                       |                                                         |                     |               | 905,400             | 905,400       |                      | 19,700      |             | 905,400                |                         | 905,400                | 905,400       |                                  |
| 13                                                    | Beaver Creek - Pipebursting                      |  |                                                                       |                                                         |                     | 225,000       |                     | 225,000       |                      |             |             | 225,000                |                         | 225,000                | 225,000       |                                  |
| 14                                                    | Loopline @ Fire Station                          |  |                                                                       |                                                         | 50,000              |               |                     | 50,000        |                      |             | -           | 50,000                 | 50,000                  | (50,000)               | -             |                                  |
| 15                                                    | Hill City - Steger                               |  | Burgess/Niple (3210095)                                               | 17100000-708102-STEGE                                   | 35,700              |               |                     | 35,700        | 25,800               | 2,000       | 27,800      | 7,900                  |                         | 7,900                  | 7,900         |                                  |
| 16                                                    | Pressue Plan Valves                              |  |                                                                       |                                                         |                     | 120,000       |                     | 120,000       |                      |             | -           | 120,000                | 120,000                 | (120,000)              | -             |                                  |
| 17                                                    | Cockrell Hill Rd.                                |  | Criado & Associates (3210032)                                         | PWWR00009-1710000-708102                                | 128,468             |               |                     | 128,468       | 111,294              | 3,100       | 114,394     | 14,074                 |                         | 14,074                 | 14,074        |                                  |
| 18                                                    | E. Carr                                          |  |                                                                       |                                                         |                     | -             |                     | -             |                      |             | -           | -                      | 75,000                  | (75,000)               | -             |                                  |
| 19                                                    | Greenbriar Estates Phase 3                       |  |                                                                       |                                                         |                     | -             |                     | -             |                      |             | -           | -                      | 2,147,645               | (2,147,645)            | -             |                                  |
| 20                                                    | Siphon @ Wheatland                               |  |                                                                       |                                                         |                     | 250,000       |                     | 250,000       |                      |             | -           | 250,000                | 70,000                  | 180,000                | 250,000       |                                  |
| 21                                                    | Danieldale Ground Storage - Phase 2              |  |                                                                       |                                                         |                     | -             |                     | -             |                      |             | -           | -                      | 1,500,000               | (1,500,000)            | -             |                                  |
| 22                                                    | FY 24 Pipebursting                               |  |                                                                       |                                                         |                     | -             |                     | -             |                      |             | -           | -                      | 600,000                 |                        | 600,000       |                                  |
|                                                       | TOTAL PROJECTS BUDGET                            |  |                                                                       |                                                         | \$ 1,392,527        | \$ 14,390,422 | \$ 1,044,734        | 16,827,682    | 4,761,424            | 4,910,853   | \$9,652,577 | \$7,601,056            | \$6,477,978             | \$1,345,270            | \$7,823,248   |                                  |



EXHIBIT A

FY 2024 PROJECT AND CIP BUDGET AMENDMENTS  
020 - STREET/ALLEY CIP FUND

|                                     | FY 2023 ACTUALS | FY 2024 ADOPTED BUDGET | FY 2024 AMENDED CHANGE | FY 2024 REVISED BUDGET |
|-------------------------------------|-----------------|------------------------|------------------------|------------------------|
| Revenue                             |                 |                        |                        |                        |
| 508201 - FEDERAL GRANTS             | 0               | 91,000                 | 0                      | 91,000                 |
| 516100 - PAVING ASSESSMENTS         | 0               | 0                      |                        |                        |
| 599001 - TRANS FROM GEN FUND-001    | 585,000         | 99,000                 | 0                      | 99,000                 |
| Revenue Total                       | \$585,000       | \$190,000              | \$0                    | \$190,000              |
| Expense                             |                 |                        |                        |                        |
| 708102 - CONSTRUCTION               | 214,033         | 600,000                | 739,912                | 1,339,912              |
| 708103 - PROFESSIONAL FEES          | 660             | 0                      |                        |                        |
| 708104 - LABORATORY TESTING         | 0               | 0                      |                        |                        |
| PW006 - FOREST HILLS ADDITION RAMPS |                 |                        |                        |                        |
| 708102 - CONSTRUCTION               | 54,385          | 0                      |                        |                        |
| ST325 - BNSFF MAIN DAVIS SIDEWALK   |                 |                        |                        |                        |
| 708102 - CONSTRUCTION               | 36,112          | 0                      | 24,773                 | 24,773                 |
| Expense Total                       | \$305,190       | \$600,000              | \$764,685              | \$1,364,685            |
| Net Total                           | \$279,810       | (\$410,000)            |                        | (\$1,174,685)          |

|                                               |    |         |    |           |
|-----------------------------------------------|----|---------|----|-----------|
| BEGINNING FUND BALANCE 10-01-2022 (UNAUDITED) | \$ | 894,875 | \$ | 1,174,685 |
|-----------------------------------------------|----|---------|----|-----------|

|                                            |    |           |    |     |
|--------------------------------------------|----|-----------|----|-----|
| ENDING FUND BALANCE 09-30-2023 (UNAUDITED) | \$ | 1,174,685 | \$ | (0) |
|--------------------------------------------|----|-----------|----|-----|

\* Note: Unaudited fund balance as calculated in the Munis financial system.

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STREET PROJECTS (FUND 020) AT SEPTEMBER 30, 2023

| DESCRIPTION                  |                                         |  | Vendor/Contract Notes                                                                         | PROJECT STRING/CODE                                                                     | Design<br>Amoun | Construction<br>Amount | Other<br>Amounts | Total Project<br>Budget | PYs<br>Actuals | FY 2023 | PROJECT TO<br>DATE<br>ACTUAL | TOTAL<br>REMAINING<br>BALANCE TO<br>ROLLOVER | FY 2024<br>Adopted<br>Budget | FY 2024<br>Rollovers | FY 2024<br>Revised Budget<br>Need |
|------------------------------|-----------------------------------------|--|-----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-----------------|------------------------|------------------|-------------------------|----------------|---------|------------------------------|----------------------------------------------|------------------------------|----------------------|-----------------------------------|
| 1                            | US 67 - Landscape + Monument Signage    |  | Westwood Professionals (3200044, 3200161, 3210060)<br>Team Consultants (PO# 2300150, 2220060) | PWST00014-2010000-708102<br>PWST00011-2010000-708102<br>OTPW00004 (Closed)<br>PWST00002 | 269,045         | 172,546                | 12,740           | 454,331                 | 256,923        | 17,089  | 274,013                      | 180,318                                      | -                            | 180,318              | 180,318                           |
| 2                            | Swan Ridge Reconstruction (w/Utilities) |  | Burgess & Niples (3210043)<br>SYB Construction (3230182)                                      | PWST00009-2010000-708102                                                                | 46,685          | 842,847                |                  | 889,532                 | 46,685         | 196,944 | 243,629                      | 645,903                                      | -                            | 645,903              | 645,903                           |
| 3                            | Sidewalks Oriole Blvd.                  |  | Dunaway Associates (3210106)<br>Construction not awarded                                      | PWST00013-2010000-708102                                                                | 11,500          | *650,000               |                  | 11,500                  | 11,500         |         | 11,500                       | -                                            | 600,000                      | (86,309)             | 513,691                           |
| 4                            | Forest Hills ADA Ramp                   |  | Northstar (3220132)                                                                           | 2010000-708102-PW006                                                                    |                 | 229,132                | 7,817            | 236,950                 | 182,565        | 54,385  | 236,949                      | 0                                            | -                            | -                    | -                                 |
| 5                            | BNSF Main/Davis Sidewalks               |  | IEA (3210079)<br>BNSF Railway (3220119)                                                       | 2010000-708102-ST325<br>PWST00012-DESIGN                                                | 26,825          | 60,885                 |                  | 87,710                  | 26,165         | 36,772  | 62,937                       | 24,773                                       | -                            | 24,773               | 24,773                            |
| TOTAL STREET PROJECTS BUDGET |                                         |  |                                                                                               |                                                                                         |                 |                        |                  | 1,680,022               | 523,838        | 305,190 | \$829,028                    | \$850,994                                    | \$600,000                    | \$764,685            | \$1,364,685                       |

\* The Oriole Blvd. project is estimated to be \$650,000. It is projected to be \$136,000 short. Once the project is bid and the final cost is determined a budget amendment will be requested to cover the difference.

EXHIBIT A

FY 2024 PROJECT AND CIP BUDGET AMENDMENTS  
024 - PARK CAPITAL IMPROV FUND

|                                                 | FY 2023 ACTUALS | FY 2024 ADOPTED BUDGET | FY 2024 AMENDED CHANGE | FY 2024 REVISED BUDGET |
|-------------------------------------------------|-----------------|------------------------|------------------------|------------------------|
| Revenue                                         |                 |                        |                        |                        |
| 024 - PARK CAPITAL IMPROV NON-ORG               |                 |                        |                        |                        |
| 508201 - FEDERAL GRANTS                         | 0               | 750,000                | 0                      | 750,000                |
| 599026 - TRANS FROM CAP IMP FUND-026            | 494,415         | 0                      |                        |                        |
| Revenue Total                                   | \$494,415       | \$750,000              | \$0                    | \$750,000              |
| Expense                                         |                 |                        |                        |                        |
| 24100000 - PARKS CIP PROJECTS                   |                 |                        |                        |                        |
| 700884 - OTHER EQUIPMENT                        | \$0             | \$0                    |                        |                        |
| 708102 - CONSTRUCTION                           | \$401,404       | \$3,513,275            | \$2,570,778            | \$6,084,053            |
| Expense Total                                   | \$401,404       | \$3,513,275            | \$2,570,778            | \$6,084,053            |
| Net Total                                       | \$93,011        | (\$2,763,275)          | (\$2,570,778)          | (\$5,334,053)          |
|                                                 |                 |                        |                        |                        |
| BEGINNING FUND BALANCE 10-01-2022 (UNAUDITED \$ | 5,241,043       |                        | \$                     | 5,334,053              |
|                                                 |                 |                        |                        |                        |
| ENDING FUND BALANCE 09-30-2023 (UNAUDITED) \$   | 5,334,053       |                        | \$                     | 0                      |

\* Note: Unaudited fund balance as calculated in the Munis financial system.

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PARKS PROJECTS (FUND 024) AT SEPTEMBER 30, 2023

| DESCRIPTION           |                                     | Vendor/Contract Notes                                                                                                                   | PROJECT STRING/CODE        | Bond Allocation Amount | Design Amoun | Construction Amount | Other Amounts | Total Project Budget | PYs Actuals | FY 2023 | PROJECT TO DATE ACTUAL | TOTAL REMAINING BALANCE | FY 2024 Adopted Budget | FY 2024 AMEND | FY 2024 Revised Budget (Updated) |
|-----------------------|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|----------------------------|------------------------|--------------|---------------------|---------------|----------------------|-------------|---------|------------------------|-------------------------|------------------------|---------------|----------------------------------|
| 1                     | Citywide Trails                     | No current plan/vendor                                                                                                                  | PKBD000001-2410000-708102  | \$ 1,000,000           |              | 1,000,000           |               | 1,000,000            | 67,278      |         | 67,278                 | 932,723                 | 932,723                | -             | 932,723                          |
| 2                     | Armstrong Park/Kidsville            | DUNAWAY (3200054)<br>Leather & Associates (3200084)<br>Blais & Assoc (3200064)<br>Kraftsman LP (3230098)<br>TF Harper & Assoc (3230099) | PKBD000005-CONSTRUCT       | \$ 2,250,000           | 245,900      | 2,810,713           | 8,400         | 3,065,013            | 233,023     | 372,491 | 605,514                | 2,459,499               | 657,500                | 1,801,999     | 2,459,499                        |
| 3                     | Harrington Park including Pavillion | Dunkin Sims (3200140)                                                                                                                   | PKBD000006-24100000-708102 | \$ 2,900,000           | 317,560      | 5,000,440           |               | 5,318,000            | 194,948     |         | 194,948                | 2,705,052               | 1,923,052              | 768,779       | 2,691,831                        |
| 4                     | LED lighting - Armstrong (Non Bond) |                                                                                                                                         |                            |                        |              |                     |               |                      |             | 28,913  |                        |                         |                        |               |                                  |
| TOTAL PROJECTS BUDGET |                                     |                                                                                                                                         |                            | \$ 6,150,000           |              |                     |               | 9,383,013            | 495,248     | 401,404 | \$867,739              | \$6,097,274             | \$3,513,275            | \$2,570,778   | \$6,084,053                      |

EXHIBIT A

FY 2024 PROJECT AND CIP BUDGET AMENDMENTS  
026 - CAPITAL IMPROVEMENT PROJ FUND

|                                            | FY 2023 ACTUALS | FY 2024 ADOPTED BUDGET | FY 2024 AMENDED CHANGE | FY 2024 REVISED BUDGET |
|--------------------------------------------|-----------------|------------------------|------------------------|------------------------|
| Revenue                                    |                 |                        |                        |                        |
| 026 - CAPITAL IMPROVEMENTS NON-ORG         | \$332,191       | \$0                    |                        |                        |
| Revenue Total                              | \$332,191       | \$0                    | \$0                    | \$0                    |
| Expense                                    |                 |                        |                        |                        |
| 026 - CAPITAL IMPROVEMENTS NON-ORG         | 0               | 0                      |                        |                        |
| 26010000 - STREETS BOND PROJ               | 1,163,056       | 2,500,000              |                        | 2,500,000              |
| 26030000 - FIRE STATION BOND PROJECT       | 4,317,402       | 1,000,000              | (984,931)              | 15,069                 |
| 26040000 - SERVICE CENTER BOND PROJ        | 0               | 1,575,000              |                        | 1,575,000              |
| 26990000 - ADMIN FOR BOND PROJECTS         | 0               | 0                      |                        |                        |
| Expense Total                              | \$5,974,873     | \$5,075,000            | (\$984,931)            | \$4,090,069            |
| Net Total                                  | (\$5,642,681)   | (\$5,075,000)          | (\$984,931)            | (\$4,090,069)          |
|                                            |                 |                        |                        |                        |
| BEGINNING FUND BALANCE 10-01-2022 (UNAU \$ | 12,937,795      |                        | \$                     | 7,295,114              |
|                                            |                 |                        |                        |                        |
| ENDING FUND BALANCE 09-30-2023 (UNAUDIT \$ | 7,295,114       |                        | \$                     | 3,205,045              |

\* Note: Unaudited fund balance as calculated in the Munis financial system.

CAPITAL BOND PROJECTS (FUND 026) AT SEPTEMBER 30, 2023

| DESCRIPTION           |                                 |  | Vendor/Contract Notes                  | PROJECT STRING/CODE   | Bond Allocation Amount | Design Amoun | Construction Amount | Other Amounts | Total Project Budget | PYs Actuals | FY 2023   | PROJECT TO DATE ACTUAL | TOTAL REMAINING BALANCE (BOND FUNDS) | FY 2024 Adopted Budget | FY 2024 AMEND | FY 2024 Revised Budget (Updated) |
|-----------------------|---------------------------------|--|----------------------------------------|-----------------------|------------------------|--------------|---------------------|---------------|----------------------|-------------|-----------|------------------------|--------------------------------------|------------------------|---------------|----------------------------------|
| 1                     | Fire Station                    |  |                                        | PWBD00005-26030000    | \$ 6,000,000           | 722,630      | 7,857,835           | 2,657,187     | 11,237,652           | 1,667,529   | 4,317,402 | 5,984,931              | 15,069                               | 1,000,000              | (984,931)     | 15,069                           |
| 2                     | Service Center                  |  | Huitt Zollars (3190119)                | PKBD00004-26040000    | \$ 2,400,000           | 208,000      |                     | 9,200         | 217,200              | 202,800     |           | 202,800                | 2,197,200                            | 1,575,000              |               | 1,575,000                        |
| 3                     | Danieldale Road Reconstruction  |  | Dunaway (3200023)<br>Pavecon (3210057) | PWBD00001-26010000    | \$ 3,100,000           | 325,168      | 2,740,197           | 27,362        | 3,092,727            | 1,575,814   | 1,074,825 | 2,650,640              | 449,360                              | 500,000                |               | 500,000                          |
| 4                     | Cedar Ridge Road Reconstruction |  | Dunaway (3210094)                      | 26010000-708102-RIDGE | \$ 2,000,000           | 285,465      |                     |               | 285,465              | 8,680       | 88,230    | 96,910                 | 1,903,090                            | 2,000,000              |               | 2,000,000                        |
| TOTAL PROJECTS BUDGET |                                 |  |                                        |                       | \$ 13,500,000          | \$ 1,541,263 | \$ 10,598,032       | \$ 2,693,749  | 14,833,044           | 3,454,823   | 5,480,458 | \$8,935,281            | \$4,564,719                          | \$5,075,000            | -\$984,931    | \$4,090,069                      |



EXHIBIT A

FY 2024 PROJECT AND CIP BUDGET AMENDMENTS  
041 - ONE-TIME PROJECTS

|                                               | FY 2023<br>ACTUALS | FY 2024<br>ADOPTED<br>BUDGET | FY 2024<br>AMENDED<br>CHANGE | FY 2024<br>REVISED<br>BUDGET | PROJECT NOTES |
|-----------------------------------------------|--------------------|------------------------------|------------------------------|------------------------------|---------------|
| Revenue                                       |                    |                              |                              |                              |               |
| 041 - ONE TIME PROJ NON-ORG                   | \$0                | \$0                          |                              |                              |               |
| Revenue Total                                 | \$0                | \$0                          | \$0                          | \$0                          |               |
| Expense                                       |                    |                              |                              |                              |               |
| 41010001 - GEN GOVT ONE TIME PROJ             | \$0                | \$0                          |                              |                              |               |
| 41040001 - PARKS ONE TIME PROJECTS            |                    |                              |                              |                              |               |
| 700882 - BUILDINGS AND IMPROVEMENTS           | 473,802            | 0                            | 533,934                      | 533,934                      | FIRE STATION  |
| 41050001 - POLICE ONE TIME PROJ               |                    |                              |                              |                              |               |
| 700450 - CONTRACTUAL SERVICES                 | 0                  | 0                            |                              |                              |               |
| 700884 - OTHER EQUIPMENT                      | 1,432,018          | 0                            | 467,892                      | 467,892                      | P-25 PROJECT  |
| 41060001 - PUBLIC WORKS ONE TIME PROJECTS     | 0                  | 0                            |                              |                              |               |
| Expense Total                                 | \$1,939,524        | \$0                          | \$1,001,826                  | \$1,001,826                  |               |
| Net Total                                     | \$1,939,524        | \$0                          | (\$1,001,826)                | (\$1,001,826)                |               |
|                                               |                    |                              |                              |                              |               |
| BEGINNING FUND BALANCE 10-01-2022 (UNAUDITED) | \$                 | 3,007,977                    |                              | \$                           | 1,068,452     |
|                                               |                    |                              |                              |                              |               |
| ENDING FUND BALANCE 09-30-2023 (UNAUDITED)    | \$                 | 1,068,452                    |                              | \$                           | 66,627        |

\* Note: Unaudited fund balance as calculated in the Munis financial system.

ONE-TIME PROJECTS (FUND 041) AT NOVEMBER 01, 2023

| DESCRIPTION                   |                                                                          | PROJECT CODE   | One Time Project<br>ORG-OBJ |        | DEPT     | PY ACTUAL | FY 2023<br>ACTUAL | PROJECT TO<br>DATE<br>ACTUAL | TOTAL<br>PROJECT<br>BUDGET | TOTAL<br>REMAINING<br>BALANCE TO<br>ROLLOVER | PROJECT FINANCIAL STATUS                                                                      |
|-------------------------------|--------------------------------------------------------------------------|----------------|-----------------------------|--------|----------|-----------|-------------------|------------------------------|----------------------------|----------------------------------------------|-----------------------------------------------------------------------------------------------|
| 1                             | FY 20 FUEL TANKS                                                         | PWOT20FUEL     | 41060001                    | 700884 | PW       |           |                   | 11,797                       | 141,508                    | -                                            | Reallocate to Fire Station \$129,711                                                          |
| 2                             | FY20 RESERVED FOR P-25 COMPLIANT RADIOS                                  | PDOTP-25       | 41050001                    | 700882 | POL/FIRE | 286,893   | 1,433,218         | 1,720,111                    | 2,188,003                  | 467,892                                      | Remaining funds will be used for additional PD/FD radios and alert speakers at Fire Station 1 |
| 3                             | FIRE STATION CONSTRUCTION - Funds from prev 1x project remaining balance | PWBD00005-PROJ | 41040001                    | 700882 | FIRE     |           | 473,802           | 473,802                      | 1,007,736                  | 533,934                                      | Fire Station 1                                                                                |
| 4                             | FY22 - VERTICUTTER                                                       | PKOTP2201      | 41040001                    |        | PARKS    | 8,119     | 2,881             | 11,000                       | 11,000                     | -                                            | COMPLETE                                                                                      |
| 5                             | FY22 - ZERO TURN MOWER                                                   | PKOTP2202      | 41040001                    |        | PARKS    | 22,704    |                   | 22,704                       | 25,000                     | -                                            | COMPLETE                                                                                      |
| TOTAL ONE TIME PROJECT BUDGET |                                                                          |                |                             |        |          | 317,716   | 1,909,901         | \$1,731,908                  | \$3,373,247                | \$1,001,826                                  |                                                                                               |

EXHIBIT A

FY 2024 PROJECT AND CIP BUDGET AMENDMENTS  
050 ASSET FORFEITURE

|                                               | FY 2023 ACTUALS | FY 2024 ADOPTED BUDGET | FY 2024 AMENDED CHANGE | FY 2024 REVISED BUDGET |
|-----------------------------------------------|-----------------|------------------------|------------------------|------------------------|
| <b>Revenue</b>                                |                 |                        |                        |                        |
| 050 - POLICE FORFEITURE/SEIZURE NON-          |                 |                        |                        |                        |
| 506100 - LOCAL COURT AWARDED FUNDS            | \$0             | \$1,300                |                        | 1,300                  |
| 506101 - STATE COURT AWARDED FUNDS            | \$31,070        | \$5,500                |                        | 5,500                  |
| 506102 - FEDERAL COURT AWARDED FUNDS          | \$575,461       | \$30,000               |                        | 30,000                 |
| 599052 - TRANS FROM FED FORF FUND-052         | \$3,840         | \$0                    |                        |                        |
| 05010000 - PD FORFEITURES & SEIZURES          | \$147,634       | \$0                    |                        |                        |
| 051 - STATE ASSET FORF NON-ORG                | \$0             | \$0                    |                        |                        |
| 052 - FEDERAL ASSET FORF NON-ORG              | \$0             | \$0                    |                        |                        |
| Revenue Total                                 | \$758,005       | \$36,800               | \$0                    | \$36,800               |
| <b>Expense</b>                                |                 |                        |                        |                        |
| 05010000 - PD FORFEITURES & SEIZURES          | \$100,026       | \$141,372              |                        |                        |
| 05110000 - STATE ASSET FORFEITURE             | \$147,634       | \$0                    | 0                      | 100,036                |
| 05210000 - FEDERAL ASSET FORFEITURE           | \$58,271        | \$0                    | 678,664                | 720,000                |
| Expense Total                                 | \$305,930       | \$141,372              | \$678,664              | \$820,036              |
| Net Total                                     | \$452,075       | (\$104,572)            | \$678,664              | (\$783,236)            |
|                                               |                 |                        |                        |                        |
| BEGINNING FUND BALANCE 10-01-2022 (UNAUDITED) | \$ 389,118      |                        | \$ 841,193             |                        |
|                                               |                 |                        |                        |                        |
| ENDING FUND BALANCE 09-30-2023 (UNAUDITED)    | \$ 841,193      |                        | \$ 57,957              |                        |

\* Note: Unaudited fund balance as calculated in the Munis financial system.

Asset forfeiture is an equitable sharing program that the police department can receive court awarded funds from seizures. These funds have specific use and must follow the federal and state guidelines. The funds are audited every year at the federal and state level. In FY 2023 a sizable award was received and the department desires to utilize the funds on police needs, such as furniture and other one-time expense items, eligible under the program.

EXHIBIT A

**FY 2024 PROJECT AND CIP BUDGET AMENDMENTS  
410 IT REPLACEMENT FUND**

|                                            | FY 2023 ACTUALS  | FY 2024 ADOPTED BUDGET | FY 2024 AMENDED CHANGE | FY 2024 REVISED BUDGET |
|--------------------------------------------|------------------|------------------------|------------------------|------------------------|
| <b>Revenue</b>                             |                  |                        |                        |                        |
| <b>410 - IT REPAIR/REPLACEMENT NONORG</b>  |                  |                        |                        |                        |
| 514107 - GENERAL FUND CONTRIBUTIONS        | \$139,053        | \$141,489              |                        | \$141,489              |
| 514108 - UTILITY FUND CONTRIBUTIONS        | \$8,320          | \$8,320                |                        | \$8,320                |
| 514110 - EDC FUND CONTRIBUTIONS            | \$1,220          | \$1,220                |                        | \$1,220                |
| 514113 - FIELDHOUSE FUND CONTRIBUTIONS     | \$3,900          | \$3,900                |                        | \$3,900                |
| <b>Revenue Total</b>                       | <b>\$152,493</b> | <b>\$154,929</b>       | <b>\$0</b>             | <b>\$154,929</b>       |
| <b>Expense</b>                             |                  |                        |                        |                        |
| <b>032 - INFO TECH REPLACEMENT NON-ORG</b> | <b>\$15,246</b>  | <b>\$0</b>             |                        |                        |
| <b>410 - IT REPAIR/REPLACEMENT NONORG</b>  |                  |                        |                        |                        |
| 700200 - AUDIO/VIDEO EQUIP & TOOLS         | \$0              | \$0                    | \$200,000              | \$200,000              |
| 700232 - COMPUTER HARDWARE                 | \$134,181        | \$152,700              | \$0                    | \$152,700              |
| <b>Expense Total</b>                       | <b>\$149,427</b> | <b>\$152,700</b>       | <b>\$200,000</b>       | <b>\$352,700</b>       |
| <b>Net Total</b>                           | <b>\$3,066</b>   | <b>\$2,229</b>         | <b>(\$200,000)</b>     | <b>(\$197,771)</b>     |

|                                                      |           |                |           |                |
|------------------------------------------------------|-----------|----------------|-----------|----------------|
| <b>BEGINNING FUND BALANCE 10-01-2022 (UNAUDITED)</b> | <b>\$</b> | <b>226,667</b> | <b>\$</b> | <b>229,733</b> |
| <b>ENDING FUND BALANCE 09-30-2023 (UNAUDITED)</b>    | <b>\$</b> | <b>229,733</b> | <b>\$</b> | <b>31,962</b>  |

\* Note: Unaudited fund balance as calculated in the Munis financial system.

IT has numerous camera projects for city parks. In addition to the planned computer and equipment replacements, an amendment is requested to cover the security camera project. Funds were earmarked in a previous budget but never used.

EXHIBIT A

FY 2024 PROJECT AND CIP BUDGET AMENDMENTS  
758 - AMERICAN RESCUE PLAN

|                                               | FY 2023 ACTUALS | FY 2024 ADOPTED BUDGET | FY 2024 AMENDED CHANGE | FY 2024 REVISED BUDGET |
|-----------------------------------------------|-----------------|------------------------|------------------------|------------------------|
| Revenue                                       |                 |                        |                        |                        |
| 505103 - CERT OF DEPOSIT INTEREST             | 33,901          | 0                      | 0                      | 0                      |
| 505106 - MONEY MARKET INTEREST                | 54,862          | 0                      |                        |                        |
| 508101 - STATE GRANTS                         | 0               | 0                      |                        |                        |
| 508201 - FEDERAL GRANTS                       | 4,810,465       | 0                      |                        |                        |
| 599001 - TRANS FROM GEN FUND-001              | \$0.00          | \$0.00                 |                        |                        |
| Revenue Total                                 | \$4,899,227     | \$0                    | \$0                    | \$0                    |
| Expense                                       |                 |                        |                        |                        |
| 700232 - COMPUTER HARDWARE                    | 305,969         | 0                      | 0                      | 0                      |
| ARPA1 - SMALL BUSINESS GRANT - ARPA FUNDS     |                 |                        |                        |                        |
| 708503 - ARPA GRANTS                          | 206,500         | 22,537                 | 22,537                 | 0                      |
| ARPA2 - VEHICLES AND OTHER EQUIPMENT          |                 |                        |                        |                        |
| 700884 - OTHER EQUIPMENT                      | 2,082           | 0                      | 409,686                | 409,686                |
| 700885 - MOTOR VEHICLES                       | 0               | 0                      |                        |                        |
| ARPA3 - LITERACY AND YOUTH PROGRAMS           |                 |                        |                        |                        |
| 700442 - TRAVEL & TRAINING                    | 0               | 0                      | 70,000                 | 70,000                 |
| ARPA4 - ARPA - GENERAL NEEDS - SMALLER PROJ   |                 |                        |                        |                        |
| 700230 - MISCELLANEOUS SUPPLIES               | 216,389         | 765,000                | (757,500)              | 7,500                  |
| 700232 - COMPUTER HARDWARE                    | 35,591          | 465,000                | 168,307                | 633,307                |
| 700441 - MEMBERSHIP DUES                      | 0               | 0                      |                        |                        |
| 700450 - CONTRACTUAL SERVICES                 | 93,847          | 0                      | 224,126                | 224,126                |
| 700884 - OTHER EQUIPMENT                      | 1,122,464       | 0                      | 100,612                | 100,612                |
| 708102 - CONSTRUCTION                         | 1,905,700       | 278,713                | 2,067,881              | 2,346,594              |
| Expense Total                                 | \$3,888,542     | \$1,531,250            | \$2,260,575            | \$3,791,825            |
| Net Total                                     | \$1,010,685     | (\$1,531,250)          |                        | (\$3,791,825)          |
| BEGINNING FUND BALANCE 10-01-2022 (UNAUDITED) | \$ 3,137,033    |                        | \$ 4,147,718           |                        |
| ENDING FUND BALANCE 09-30-2023 (UNAUDITED)    | \$ 4,147,718    |                        | \$ 355,893             |                        |

ARPA PROJECTS (FUND 758) AT SEPTEMBER 30, 2023

| DESCRIPTION                                                                | PROJECT CODE           | DEPT         | FY 2022   | FY 2023 | PROJECT TO DATE<br>ACTUAL | REQUESTED<br>AMOUNT | TOTAL<br>REMAINING<br>BALANCE | PROJECT FINANCIAL STATUS         |
|----------------------------------------------------------------------------|------------------------|--------------|-----------|---------|---------------------------|---------------------|-------------------------------|----------------------------------|
|                                                                            |                        |              |           |         |                           |                     |                               |                                  |
| 1 Employee Premium Pay                                                     | 75800001-600101:600120 | ALL          | 1,231,136 |         | 1,231,136                 |                     |                               | COMPLETE                         |
| 2 New Ambulance                                                            | 75800001-700885-ARPA2  | FIRE         | 370,476   |         | 370,476                   |                     |                               | COMPLETE                         |
| 3 Air Purification - Fire Apparatus                                        | 75800001-700230-ARPA4  | FIRE         | 20,690    |         | 20,690                    |                     |                               | COMPLETE                         |
| 4 Adverse Weather Equipment                                                | 75800001-700230-ARPA4  | FIRE         | 4,685     |         | 4,685                     |                     |                               | COMPLETE                         |
| 5 ESRI License                                                             | 75800001-700441-ARPA4  | FIRE         | 2,500     |         | 2,500                     |                     |                               | COMPLETE                         |
| 6 SCBA Face Cleaners                                                       | 75800001-700230-ARPA4  | FIRE         |           | 11,380  | 11,380                    |                     |                               | COMPLETE                         |
| 7 Bunker Gear                                                              | 75800001-700230-ARPA4  | FIRE         |           | 141,362 | 141,362                   |                     |                               | COMPLETE                         |
| 8 Lexipol Subscriptions                                                    | 75800001-700450-ARPA4  | FIRE         | 70,869    | 20,829  | 20,829                    |                     |                               | COMPLETE                         |
| 9 SCBA Gear                                                                | 75800001-700884-APRA4  | FIRE         |           | 276,022 | 276,022                   |                     |                               | COMPLETE                         |
| 10 Library Carrals                                                         | 75800001-700230-ARPA4  | LIBRARY      |           | 18,620  | 18,620                    |                     |                               | COMPLETE                         |
| 11 Axon Body Worn Cameras/Vest                                             | 75800001-700450-ARPA4  | Neighborhood |           |         | 70,869                    |                     |                               | COMPLETE                         |
| 12 JAMAR Traffic Devices                                                   | 75800001-700230-ARPA4  | PD           |           | 8,808   | 8,808                     |                     |                               | COMPLETE                         |
| 13 Lexipol Subscriptions                                                   | 75800001-700450-ARPA4  | PD           |           | 36,300  | 36,300                    |                     |                               | COMPLETE                         |
| 14 Radar Trailers                                                          | 75800001-700884-ARPA4  | PD           |           | 16,078  | 16,078                    |                     |                               | COMPLETE                         |
| 15 Body Worn Cameras & System                                              | 75800001-700884-ARPA4  | PD           | 13,945    | 580,975 | 580,975                   |                     |                               | COMPLETE                         |
| 16 Cellular Pump Stations                                                  | 75800001-700232-ARPA4  | UTILITIES    |           |         | 13,945                    |                     |                               | COMPLETE                         |
| 17 AED Replacements                                                        | 75800001-700230-ARPA4  | ALL          |           | 26,620  | 26,620                    |                     |                               | COMPLETE                         |
| 18 Fitness Room Expansion                                                  | 75800001-700230-ARPA4  | PARKS        |           |         | -                         | 205,000             | -                             | Reallocate Funds to Fire Station |
| 19 Dog Park                                                                | 75800001-700450-ARPA4  | PARKS        | -         | -       | -                         | 100,000             | 100,000                       | Request for proposals for design |
| 20 Flock Cameras                                                           | 75800001-700230-ARPA4  | PD           |           | 9,600   | 9,600                     | 16,750              | 7,500                         | Partial funding with Utilities   |
| 21 Softwood Sewer Aerial Line Replacement                                  | 75800001-708102-ARPA4  | UTILITIES    |           |         | -                         | 500,000             | 500,000                       |                                  |
| 22 IT equipment, cameras, network, backbone, VDI, Traffic Service Upgrades | 75800001-700232-ARPA4  | IT           |           | 342,394 | 342,394                   | 490,701             | 148,307                       |                                  |



ARPA PROJECTS (FUND 758) AT SEPTEMBER 30, 2023

25 of 25

| DESCRIPTION |                                        |  |                       |         |           |           |             |             |             | PROJECT CODE                                                                                                | DEPT | FY 2022 | FY 2023 | PROJECT TO DATE ACTUAL | REQUESTED AMOUNT | TOTAL REMAINING BALANCE | PROJECT FINANCIAL STATUS |
|-------------|----------------------------------------|--|-----------------------|---------|-----------|-----------|-------------|-------------|-------------|-------------------------------------------------------------------------------------------------------------|------|---------|---------|------------------------|------------------|-------------------------|--------------------------|
| 23          | IT ERP Re-implementations/Upgrades     |  | 75800001-700232-ARPA4 | IT      |           |           | -           | 485,000     | 485,000     | Not Started                                                                                                 |      |         |         |                        |                  |                         |                          |
| 24          | Library Programs                       |  | 75800001-700442-ARPA3 | LIBRARY |           |           | -           | 70,000      | 70,000      | Library finalizing details                                                                                  |      |         |         |                        |                  |                         |                          |
| 25          | City Hall Lobby                        |  | 75800001-700450-ARPA4 | GG      |           | 36,718    | 36,718      | 50,000      | 44,126      | Sun panels                                                                                                  |      |         |         |                        |                  |                         |                          |
| 26          | Fire Truck Blocking Apparatus          |  | 75800001-700450-ARPA4 | FIRE    |           |           | -           | 80,000      | 80,000      | Awaiting Cedar Hill to invoice                                                                              |      |         |         |                        |                  |                         |                          |
| 27          | Emergency Generators/HVAC Replacements |  | 75800001-700884-ARPA2 | PW      |           | 2,082     | 2,082       | 1,195,000   | 409,686     | Fire Station Generator, 103 E. Wheatland Roof + HVAC replacement. All other remaining funds to Fire Station |      |         |         |                        |                  |                         |                          |
| 28          | Outdoor Fitness Equipment              |  | 75800001-700884-ARPA4 | PARKS   |           | 249,388   | 249,388     | 350,000     | 100,612     | Earmarked for Quail Run Park                                                                                |      |         |         |                        |                  |                         |                          |
| 29          | Fire Station 1 - Construction and IT   |  | 75800001-708102-ARPA4 | FIRE    |           | 1,905,947 | 1,905,947   | 3,777,541   | 1,846,594   |                                                                                                             |      |         |         |                        |                  |                         |                          |
| 30          | EDC - Business Grants                  |  | 75800001-708503-ARPA1 | EDC     | 213,750   | 207,537   | 421,287     | 700,000     | -           | Reallocated Remaining Funds to Fire Station                                                                 |      |         |         |                        |                  |                         |                          |
|             | TOTAL ONE TIME PROJECT BUDGET          |  |                       |         | 1,928,051 | 3,890,660 | \$5,818,710 | \$8,019,992 | \$3,791,825 |                                                                                                             |      |         |         |                        |                  |                         |                          |
|             |                                        |  |                       |         |           |           |             |             | 9,610,535   | Balance + Actual to Date                                                                                    |      |         |         |                        |                  |                         |                          |



# STAFF REPORT

**MEETING:** City Council - 21 Nov 2023

**TITLE:**

Consider a Resolution awarding RFB 24-0001 Ten Mile Creek Embankment and Drainage Improvements to Stoic Construction, Inc., through the City's competitive bid process, with a contract amount of \$1,425,311.00 and an additional appropriation of \$142,531.10 as a project contingency for a total amount not to exceed \$1,567,842.10.

**Vision Statement:**

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

**Pillar:**

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

**STAFF RESPONSIBLE:**

**Jacqueline R. Culton, MBA, P.E., Interim Public Works Director**

**BACKGROUND/HISTORY:**

Severe creekbank erosion has occurred in Ten Mile Creek in the vicinity of Swan Ridge Dr. It was determined that two City-owned concrete bagwalls in the area had failed and needed to be replaced. Additionally, staff noted a stormwater culvert outfall had been badly damaged by erosion, and the nearby creek bank at Birdwood Cir. required repair.

On November 16, 2021, City Council approved a Professional Engineering Services Agreement with Burgess & Niple to prepare plans and construction specifications for erosion control improvements. This project along Ten Mile Creek (Attachment 1) includes the replacement of the existing bagwalls with a gabion retaining wall and the repair and reinforcement of an outfall near E. Daniieldale Rd. Areas where the retaining walls are being extended will protect existing wastewater infrastructure near the creek.

The design was completed in the Summer of 2023, and the construction project documents were prepared for bid advertisement.

**POLICY EXPLANATION:**

RFB 24-0001 Ten Mile Creek Embankment and Erosion Control Improvements construction project bid advertisement was published in the Focus Daily News on September 14, 2023, and September 21, 2023. The bid request was also publicized through the bidding notification system for

PublicPurchase.com. The City received four completed bids by the bid closing date of October 12, 2023. Stoic Construction, Inc., of Bartonville, TX, who bid \$1,425,311.00, was the lowest responsible and responsive bidder, as shown in Exhibit A. This project was bid in compliance with Texas municipal purchasing statutes.

Staff requests an additional appropriation of \$142,531.10 as a project contingency to cover any unforeseen conditions and expenses that may result in a change order. The total cost of the project's construction, including the contingency, should not exceed \$1,567,842.10.

**FUNDING SOURCE:**

**ORG and Object Number**

1505000-708102 (Drainage CIP/Construction)

| <u>Available Budget</u> | <u>Purchase Amount</u> | <u>After Encumber</u> |
|-------------------------|------------------------|-----------------------|
| \$1,851,948.00          | \$1,567,842.10         | \$284,105.90          |

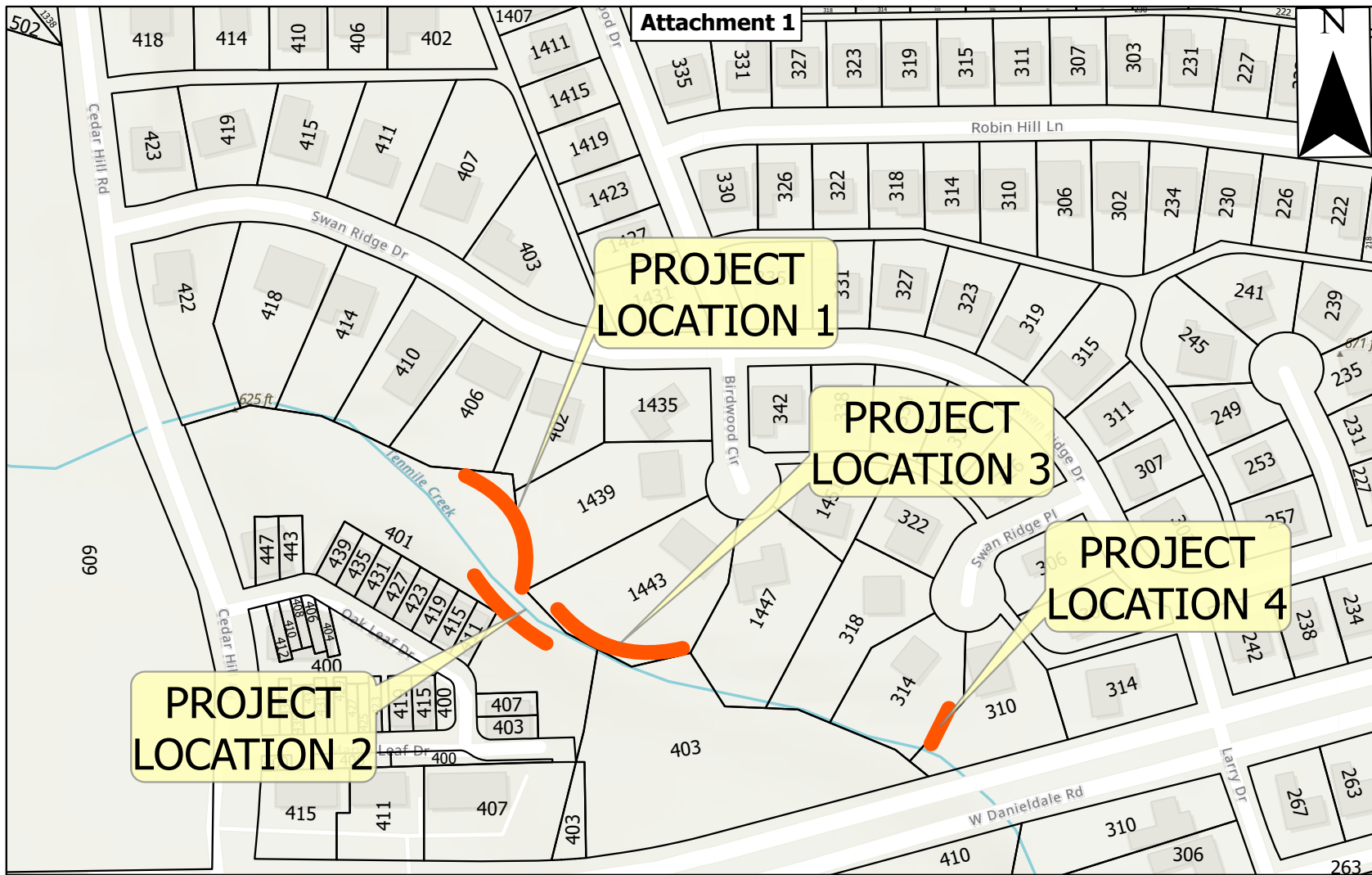
**ACTION ALTERNATIVES:**

1. Award RFB 24-0001 Ten Mile Creek Embankment and Drainage Improvements to Stoic Construction, Inc., through the City's competitive bid process, with a contract amount of \$1,425,311.00 and an additional appropriation of \$142,531.10 as a project contingency for a total amount not to exceed \$1,567,842.10.
2. Do not award RFB 24-0001 Ten Mile Creek Embankment and Drainage Improvements to Stoic Construction, Inc., through the City's competitive bid process, with a contract amount of \$1,425,311.00 and an additional appropriation of \$142,531.10 as a project contingency for a total amount not to exceed \$1,567,842.10.
3. Other actions as directed by Council.

**ATTACHMENTS:**

[Attachment 1 - Project Location Map](#)

[Resolution No. - 2023-160 - Ten Mile Creek Erosion Control Improvements - Pdf](#)



**TEN MILE CREEK RETAINING  
WALL & DRAINAGE  
IMPROVEMENTS  
PROJECT LOCATION MAP**

**Project Locations**

1. Swan Ridge Gabion Retaining Wall
2. Oak Leaf Gabion Retaining Wall
3. Birdwood Circle Gabion Retaining Wall
4. Storm Water Outfall Repair & Reinforcement

**RESOLUTION NO. 2023-160**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDED RFB 24-0001 TEN MILE CREEK EMBANKMENT AND DRAINAGE IMPROVEMENTS TO STOIC CONSTRUCTION, INC., THROUGH THE CITY'S COMPETITIVE BID PROCESS, WITH A CONTRACT AMOUNT OF \$1,425,311.00 AND AN ADDITIONAL APPROPRIATION OF \$142,531.10 AS A PROJECT CONTINGENCY FOR A TOTAL AMOUNT NOT TO EXCEED \$1,567,842.10; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, improvements are needed along Ten Mile Creek in the Swan Ridge subdivision; and

**WHEREAS**, the City has obtained a competitive sealed bid for the improvements per RFB 24-0001 and recommends awarding the bid to the lowest responsible bidder meeting specifications in the amount bid; and

**WHEREAS**, change orders increasing the total contract price or valued at \$50,000.00 or greater require City Council approval; and

**WHEREAS**, a project contingency authorizes the City Manager or designee to execute change orders valued at less than \$50,000.00; and

**WHEREAS**, the City Council of the City of Duncanville, Texas, desires to award RFB 24-0001 to Stoic Construction, Inc. in the amount of \$1,425,311.00 and authorize an additional appropriation of \$142,531.10 as a project contingency for a total amount not to exceed \$1,567,842.10.

**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 RFB 24-0001 and authorizes a contract with Stoic Construction, Inc. in the amount of \$1,425,311.00 for drainage infrastructure improvements, and authorizes an additional appropriation of \$142,531.10 as project contingency for a total amount not to exceed \$1,567,842.10.

**SECTION 2.** The City Council of the City of Duncanville, Texas, authorizes the City Manager or designee to execute the appropriate and necessary contracts and documents after approval as to form by the City Attorney and compliance with the payment, performance, and maintenance bonds required by law.

**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 21st day of November, 2023.

**APPROVED:**

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Barry L. Gordon, Mayor

**ATTEST:**

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Chiquita Taylor, City Secretary

**APPROVED AS TO FORM:**

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Robert E. Hager, City Attorney

Exhibit A

| Page 4 of 5 | Owner:<br>Project: |           | City of Duncanville, Dallas County, Texas<br>Ten Mile Creek Embankmnet and Drainage Improvements |                                                                                                                                                 | Bidders Name & Address<br>Stoic Construction Inc<br>2650 FM 407 East Ste 145-106<br>Bartonville TX 76226<br>940-455-2660 |                     | Bidders Name & Address<br>Austin Filter Systems Inc<br>2812 N Bagdad Road<br>Leander TX 78641<br>512-331-6673 |                     | Bidders Name & Address<br>Humphrey & Morton Construction Co Inc<br>5136 Vesta Farley Road<br>Fort Worth TX 76119<br>817-478-8088 |                     | Bidders Name & Address<br>Texas Standard Construction LTD<br>5511 W Ledbetter Dr<br>Dallas TX 75236<br>214-330-5229 |                     |
|-------------|--------------------|-----------|--------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------------------------------------------------------------------------------------------------|---------------------|----------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------------------------------------------------------------------------------------------------------|---------------------|
|             | RFB 24-0001        |           |                                                                                                  |                                                                                                                                                 |                                                                                                                          |                     |                                                                                                               |                     |                                                                                                                                  |                     |                                                                                                                     |                     |
|             | Bid Opens          |           | October 12, 2023 @ 2:00 PM                                                                       |                                                                                                                                                 |                                                                                                                          |                     |                                                                                                               |                     |                                                                                                                                  |                     |                                                                                                                     |                     |
| Item #      | Spec. Item #       | Est. Qty. | Unit                                                                                             | Description                                                                                                                                     | Unit Bid Price Materials                                                                                                 | Total Bid Extension | Unit Bid Price Materials                                                                                      | Total Bid Extension | Unit Bid Price Materials                                                                                                         | Total Bid Extension | Unit Bid Price Materials                                                                                            | Total Bid Extension |
|             |                    |           |                                                                                                  |                                                                                                                                                 |                                                                                                                          |                     |                                                                                                               |                     |                                                                                                                                  |                     |                                                                                                                     |                     |
|             |                    |           |                                                                                                  | SITE 1                                                                                                                                          |                                                                                                                          |                     |                                                                                                               |                     |                                                                                                                                  |                     |                                                                                                                     |                     |
| 1           |                    | 1         | LS                                                                                               | Mobilization & Project Incidentals (Not to Exceed 5% of Bid Total)                                                                              | 26500                                                                                                                    | \$ 26,500.00        | \$ 15,000.00                                                                                                  | \$ 15,000.00        | \$ 48,351.00                                                                                                                     | \$ 48,351.00        | \$ 35,000.00                                                                                                        | \$ 35,000.00        |
| 2           |                    | 1         | LS                                                                                               | SWPPP & Erosion Control, Complete In Place, Maintained, and Removed.                                                                            | 5000                                                                                                                     | \$ 5,000.00         | \$ 3,000.00                                                                                                   | \$ 3,000.00         | \$ 5,150.00                                                                                                                      | \$ 5,150.00         | \$ 60,000.00                                                                                                        | \$ 60,000.00        |
|             |                    |           |                                                                                                  | Clearing and Grubbing including general clearing, removal of trees smaller than 4", general demolition, disposal of refuse and excess material. | \$ 3.00                                                                                                                  | \$ 3,240.00         | \$ 12.00                                                                                                      | \$ 12,960.00        | \$ 4.00                                                                                                                          | \$ 4,320.00         | \$ 59.00                                                                                                            | \$ 63,720.00        |
| 3           |                    | 1080      | SY                                                                                               | Demolition of existing bag wall including disposal of material removed.                                                                         | \$ 130.00                                                                                                                | \$ 50,700.00        | \$ 50.00                                                                                                      | \$ 19,500.00        | \$ 18.00                                                                                                                         | \$ 7,020.00         | \$ 406.00                                                                                                           | \$ 158,340.00       |
| 4           |                    | 390       | Sy                                                                                               | Remove tree 4 inch or greater in diameter including disposal of refuse.                                                                         | \$ 800.00                                                                                                                | \$ 800.00           | \$ 2,500.00                                                                                                   | \$ 2,500.00         | \$ 1,043.00                                                                                                                      | \$ 1,043.00         | \$ 1,950.00                                                                                                         | \$ 1,950.00         |
| 5           |                    | 1         | EA                                                                                               | Placement of tree protection per approved detail by the City.                                                                                   | \$ 400.00                                                                                                                | \$ 5,200.00         | \$ 500.00                                                                                                     | \$ 6,500.00         | \$ 274.00                                                                                                                        | \$ 3,562.00         | \$ 1,639.00                                                                                                         | \$ 21,307.00        |
| 6           |                    | 13        | EA                                                                                               | Earthwork: general excavation, including storage and disposal of excess.                                                                        | \$ 49.00                                                                                                                 | \$ 29,400.00        | \$ 65.00                                                                                                      | \$ 39,000.00        | \$ 66.00                                                                                                                         | \$ 39,600.00        | \$ 97.50                                                                                                            | \$ 58,500.00        |
| 7           | 02200              | 600       | CY                                                                                               | Placement and compaction of Site Excavated Fill.                                                                                                | \$ 35.00                                                                                                                 | \$ 1,925.00         | \$ 80.00                                                                                                      | \$ 4,400.00         | \$ 34.00                                                                                                                         | \$ 1,870.00         | \$ 136.00                                                                                                           | \$ 7,480.00         |
| 8           | 02200              | 55        | CY                                                                                               | Placement of Turf Reinforcing Mat including percussion driven anchors and Hydromulch Seeding.                                                   | \$ 51.00                                                                                                                 | \$ 20,400.00        | \$ 50.00                                                                                                      | \$ 20,000.00        | \$ 67.00                                                                                                                         | \$ 26,800.00        | \$ 68.00                                                                                                            | \$ 27,200.00        |
| 9           |                    | 400       | SY                                                                                               | Placement of imported top soil.                                                                                                                 | \$ 50.00                                                                                                                 | \$ 3,000.00         | \$ 80.00                                                                                                      | \$ 4,800.00         | \$ 106.00                                                                                                                        | \$ 6,360.00         | \$ 140.00                                                                                                           | \$ 8,400.00         |
| 10          |                    | 60        | CY                                                                                               | Placement of Gabion Structures including crushed rock filter zone, filter fabric and clay cap.                                                  | \$ 452.00                                                                                                                | \$ 226,000.00       | \$ 400.00                                                                                                     | \$ 200,000.00       | \$ 568.00                                                                                                                        | \$ 284,000.00       | \$ 370.00                                                                                                           | \$ 185,000.00       |
| 11          | 02272              | 500       | CY                                                                                               | Placement of Gabion Mattress.                                                                                                                   | \$ 378.00                                                                                                                | \$ 28,350.00        | \$ 400.00                                                                                                     | \$ 30,000.00        | \$ 678.00                                                                                                                        | \$ 50,850.00        | \$ 265.00                                                                                                           | \$ 19,875.00        |
| 12          | 02272              | 75        | CY                                                                                               | Placement of Grout.                                                                                                                             | \$ 1,500.00                                                                                                              | \$ 3,000.00         | \$ 1,500.00                                                                                                   | \$ 3,000.00         | \$ 1,514.00                                                                                                                      | \$ 3,028.00         | \$ 1,900.00                                                                                                         | \$ 3,800.00         |
| 13          |                    | 2         | CY                                                                                               | Placement of concrete beam, including reinforcing.                                                                                              | \$ 960.00                                                                                                                | \$ 57,600.00        | \$ 800.00                                                                                                     | \$ 48,000.00        | \$ 1,839.00                                                                                                                      | \$ 110,340.00       | \$ 907.00                                                                                                           | \$ 54,420.00        |
| 14          | 03200              | 60        | CY                                                                                               | Installation of Rock Anchors.                                                                                                                   | \$ 1,525.00                                                                                                              | \$ 83,875.00        | \$ 2,460.00                                                                                                   | \$ 135,300.00       | \$ 5,173.00                                                                                                                      | \$ 284,515.00       | \$ 4,710.00                                                                                                         | \$ 259,050.00       |
| 15          | 02164              | 55        | EA                                                                                               | Installation of proposed 24 inch reinforced concrete pipe.                                                                                      | \$ 330.00                                                                                                                | \$ 3,300.00         | \$ 245.00                                                                                                     | \$ 2,450.00         | \$ 229.00                                                                                                                        | \$ 2,290.00         | \$ 275.00                                                                                                           | \$ 2,750.00         |
| 16          |                    | 10        | LF                                                                                               | Removal and disposal of existing and Installation of new fence.                                                                                 | \$ 55.00                                                                                                                 | \$ 3,575.00         | \$ 110.00                                                                                                     | \$ 7,150.00         | \$ 50.00                                                                                                                         | \$ 3,250.00         | \$ 195.00                                                                                                           | \$ 12,675.00        |
| 17          |                    | 65        | LF                                                                                               | Removal and disposal of headwall.                                                                                                               | \$ 5,000.00                                                                                                              | \$ 5,000.00         | \$ 1,000.00                                                                                                   | \$ 1,000.00         | \$ 1,310.00                                                                                                                      | \$ 1,310.00         | \$ 3,000.00                                                                                                         | \$ 3,000.00         |
| 18          |                    | 1         | EA                                                                                               |                                                                                                                                                 |                                                                                                                          |                     |                                                                                                               |                     |                                                                                                                                  |                     |                                                                                                                     |                     |
|             |                    |           |                                                                                                  | SITE 1 TOTAL                                                                                                                                    |                                                                                                                          | \$ 556,865.00       |                                                                                                               | \$ 554,560.00       |                                                                                                                                  | \$ 883,659.00       |                                                                                                                     | \$ 982,467.00       |
|             |                    |           |                                                                                                  | SITE 2                                                                                                                                          |                                                                                                                          |                     |                                                                                                               |                     |                                                                                                                                  |                     |                                                                                                                     |                     |
| 1           |                    | 1         | LS                                                                                               | Mobilization & Project Incidentals (Not to Exceed 5% of Bid Total)                                                                              | \$ 21,000.00                                                                                                             | \$ 21,000.00        | \$ 15,000.00                                                                                                  | \$ 15,000.00        | \$ 24,086.00                                                                                                                     | \$ 24,086.00        | \$ 28,000.00                                                                                                        | \$ 28,000.00        |
| 2           |                    | 1         | LS                                                                                               | SWPPP & Erosion Control, Complete In Place, Maintained, and Removed.                                                                            | \$ 5,000.00                                                                                                              | \$ 5,000.00         | \$ 3,000.00                                                                                                   | \$ 3,000.00         | \$ 4,306.00                                                                                                                      | \$ 4,306.00         | \$ 42,000.00                                                                                                        | \$ 42,000.00        |
|             |                    |           |                                                                                                  | Clearing and Grubbing including general clearing, removal of trees smaller than 4", general demolition, disposal of refuse and excess material. | \$ 4.00                                                                                                                  | \$ 3,000.00         | \$ 12.00                                                                                                      | \$ 9,000.00         | \$ 6.00                                                                                                                          | \$ 4,500.00         | \$ 74.00                                                                                                            | \$ 55,500.00        |
| 3           |                    | 750       | SY                                                                                               | Demolition of existing bag wall including disposal of material removed.                                                                         | \$ 125.00                                                                                                                | \$ 43,750.00        | \$ 50.00                                                                                                      | \$ 17,500.00        | \$ 19.00                                                                                                                         | \$ 6,650.00         | \$ 406.00                                                                                                           | \$ 142,100.00       |
| 4           |                    | 350       | SY                                                                                               | Placement of tree protection per approved detail by the City.                                                                                   | \$ 400.00                                                                                                                | \$ 1,200.00         | \$ 500.00                                                                                                     | \$ 1,500.00         | \$ 274.00                                                                                                                        | \$ 822.00           | \$ 1,639.00                                                                                                         | \$ 4,917.00         |
| 5           |                    | 3         | EA                                                                                               | Earthwork: general excavation, including storage and disposal of excess.                                                                        | \$ 49.00                                                                                                                 | \$ 34,790.00        | \$ 65.00                                                                                                      | \$ 46,150.00        | \$ 43.00                                                                                                                         | \$ 30,530.00        | \$ 135.00                                                                                                           | \$ 95,850.00        |
| 6           | 02200              | 710       | CY                                                                                               | Placement and compaction of Site Excavated Fill.                                                                                                | \$ 35.00                                                                                                                 | \$ 350.00           | \$ 80.00                                                                                                      | \$ 800.00           | \$ 34.00                                                                                                                         | \$ 340.00           | \$ 136.00                                                                                                           | \$ 1,360.00         |
| 7           | 02200              | 10        | CY                                                                                               | Placement of Turf Reinforcing Mat including percussion driven anchors and Hydromulch Seeding.                                                   | \$ 55.00                                                                                                                 | \$ 9,900.00         | \$ 50.00                                                                                                      | \$ 9,000.00         | \$ 84.00                                                                                                                         | \$ 15,120.00        | \$ 68.00                                                                                                            | \$ 12,240.00        |
| 8           |                    | 180       | SY                                                                                               | Placement of imported top soil.                                                                                                                 | \$ 50.00                                                                                                                 | \$ 1,500.00         | \$ 80.00                                                                                                      | \$ 2,400.00         | \$ 139.00                                                                                                                        | \$ 4,170.00         | \$ 140.00                                                                                                           | \$ 4,200.00         |
| 9           |                    | 30        | CY                                                                                               | Placement of Gabion Structures including crushed rock filter zone, filter fabric and clay cap.                                                  | \$ 448.00                                                                                                                | \$ 181,440.00       | \$ 400.00                                                                                                     | \$ 162,000.00       | \$ 582.00                                                                                                                        | \$ 235,710.00       | \$ 370.00                                                                                                           | \$ 149,850.00       |
| 10          | 02272              | 405       | CY                                                                                               | Placement of Gabion Mattress.                                                                                                                   | \$ 375.00                                                                                                                | \$ 24,375.00        | \$ 400.00                                                                                                     | \$ 26,000.00        | \$ 714.00                                                                                                                        | \$ 46,410.00        | \$ 265.00                                                                                                           | \$ 17,225.00        |
| 11          | 02272              | 65        | CY                                                                                               | Placement of concrete beam, including reinforcing.                                                                                              | \$ 960.00                                                                                                                | \$ 43,200.00        | \$ 800.00                                                                                                     | \$ 36,000.00        | \$ 1,905.00                                                                                                                      | \$ 85,725.00        | \$ 907.00                                                                                                           | \$ 40,815.00        |
| 12          | 03200              | 45        | CY                                                                                               | Installation of Rock Anchors.                                                                                                                   | \$ 1,650.00                                                                                                              | \$ 67,650.00        | \$ 2,900.00                                                                                                   | \$ 118,900.00       | \$ 5,173.00                                                                                                                      | \$ 212,093.00       | \$ 4,710.00                                                                                                         | \$ 193,110.00       |
| 13          | 02164              | 41        | EA                                                                                               |                                                                                                                                                 |                                                                                                                          |                     |                                                                                                               |                     |                                                                                                                                  |                     |                                                                                                                     |                     |
|             |                    |           |                                                                                                  | SITE 2 TOTAL                                                                                                                                    |                                                                                                                          | \$ 437,155.00       |                                                                                                               | \$ 447,250.00       |                                                                                                                                  | \$ 670,462.00       |                                                                                                                     | \$ 787,167.00       |
|             |                    |           |                                                                                                  | SITE 3A                                                                                                                                         |                                                                                                                          |                     |                                                                                                               |                     |                                                                                                                                  |                     |                                                                                                                     |                     |
| 1           |                    | 1         | LS                                                                                               | Mobilization & Project Incidentals (Not to Exceed 5% of Bid Total)                                                                              | \$ 11,500.00                                                                                                             | \$ 11,500.00        | \$ 15,000.00                                                                                                  | \$ 15,000.00        | \$ 14,126.00                                                                                                                     | \$ 14,126.00        | \$ 13,250.00                                                                                                        | \$ 13,250.00        |
| 2           |                    | 1         | LS                                                                                               | SWPPP & Erosion Control, Complete In Place, Maintained, and Removed.                                                                            | \$ 3,000.00                                                                                                              | \$ 3,000.00         | \$ 3,000.00                                                                                                   | \$ 3,000.00         | \$ 4,056.00                                                                                                                      | \$ 4,056.00         | \$ 37,000.00                                                                                                        | \$ 37,000.00        |
|             |                    |           |                                                                                                  | Clearing and Grubbing including general clearing, removal of trees smaller than 4", general demolition, disposal of refuse and excess material. | \$ 4.00                                                                                                                  | \$ 2,480.00         | \$ 12.00                                                                                                      | \$ 7,440.00         | \$ 7.00                                                                                                                          | \$ 4,340.00         | \$ 82.00                                                                                                            | \$ 50,840.00        |
| 3           |                    | 620       | SY                                                                                               | Demolition of existing bag wall including disposal of material removed.                                                                         | \$ 130.00                                                                                                                | \$ 650.00           | \$ 100.00                                                                                                     | \$ 500.00           | \$ 102.00                                                                                                                        | \$ 510.00           | \$ 500.00                                                                                                           | \$ 2,500.00         |
| 4           |                    | 5         | SY                                                                                               | Remove tree 4 inch or greater in diameter including disposal of refuse.                                                                         | \$ 800.00                                                                                                                | \$ 800.00           | \$ 2,500.00                                                                                                   | \$ 2,500.00         | \$ 1,043.00                                                                                                                      | \$ 1,043.00         | \$ 4,000.00                                                                                                         | \$ 4,000.00         |
| 5           |                    | 1         | EA                                                                                               | Placement of tree protection per approved detail by the City.                                                                                   | \$ 400.00                                                                                                                | \$ 2,000.00         | \$ 500.00                                                                                                     | \$ 2,500.00         | \$ 274.00                                                                                                                        | \$ 1,370.00         | \$ 1,639.00                                                                                                         | \$ 8,195.00         |
| 6           |                    | 5         | EA                                                                                               | Earthwork: general excavation, including storage and disposal of excess.                                                                        | \$ 71.00                                                                                                                 | \$ 26,980.00        | \$ 65.00                                                                                                      | \$ 24,700.00        | \$ 43.00                                                                                                                         | \$ 16,340.00        | \$ 97.50                                                                                                            | \$ 37,050.00        |
| 7           | 02200              | 380       | CY                                                                                               | Placement and compaction of Site Excavated Fill.                                                                                                | \$ 35.00                                                                                                                 | \$ 175.00           | \$ 80.00                                                                                                      | \$ 400.00           | \$ 93.00                                                                                                                         | \$ 465.00           | \$ 136.00                                                                                                           | \$ 680.00           |
| 8           | 02200              | 5         | CY                                                                                               | Placement of Turf Reinforcing Mat including percussion driven anchors and Hydromulch Seeding.                                                   | \$ 51.00                                                                                                                 | \$ 19,635.00        | \$ 50.00                                                                                                      | \$ 19,250.00        | \$ 70.00                                                                                                                         | \$ 26,950.00        | \$ 68.00                                                                                                            | \$ 26,180.00        |
| 9           |                    | 385       | SY                                                                                               | Placement of imported top soil.                                                                                                                 | \$ 50.00                                                                                                                 | \$ 3,500.00         | \$ 80.00                                                                                                      | \$ 5,600.00         | \$ 106.00                                                                                                                        | \$ 7,420.00         | \$ 140.00                                                                                                           | \$ 9,800.00         |
| 10          |                    | 70        | CY                                                                                               | Placement of Gabion Structures including crushed rock filter zone, filter fabric and clay cap.                                                  | \$ 437.00                                                                                                                | \$ 91,770.00        | \$ 400.00                                                                                                     | \$ 84,000.00        | \$ 523.00                                                                                                                        | \$ 109,830.00       | \$ 370.00                                                                                                           | \$ 77,700.00        |
| 11          | 02272              | 210       | CY                                                                                               | Placement of Gabion Mattress.                                                                                                                   | \$ 372.00                                                                                                                | \$ 27,900.00        | \$ 400.00                                                                                                     | \$ 30,000.00        | \$ 654.00                                                                                                                        | \$ 49,050.00        | \$ 265.00                                                                                                           | \$ 19,875.00        |
| 12          | 02272              | 75        | CY                                                                                               | Placement of Grout.                                                                                                                             | \$ 1,500.00                                                                                                              | \$ 4,500.00         | \$ 1,500.00                                                                                                   | \$ 4,500.00         | \$ 1,318.00                                                                                                                      | \$ 3,954.00         | \$ 1,900.00                                                                                                         | \$ 5,700.00         |
| 13          |                    | 3         | CY                                                                                               | Placement of concrete beam, including reinforcing.                                                                                              | \$ 960.00                                                                                                                | \$ 28,800.00        | \$ 800.00                                                                                                     | \$ 24,000.00        | \$ 1,805.00                                                                                                                      | \$ 54,150.00        | \$ 907.00                                                                                                           | \$ 27,210.00        |
| 14          | 03200              | 30        | CY                                                                                               | Installation of Rock Anchors.                                                                                                                   | \$ 1,400.00                                                                                                              | \$ 46,200.00        | \$ 2,000.00                                                                                                   | \$ 66,000.00        | \$ 4,873.00                                                                                                                      | \$ 160,809.00       | \$ 4,710.00                                                                                                         | \$ 155,430.00       |
| 15          | 02164              | 33        | EA                                                                                               |                                                                                                                                                 |                                                                                                                          |                     |                                                                                                               |                     |                                                                                                                                  |                     |                                                                                                                     |                     |
|             |                    |           |                                                                                                  | SITE 3A TOTAL                                                                                                                                   |                                                                                                                          | \$ 269,890.00       |                                                                                                               | \$ 289,390.00       |                                                                                                                                  | \$ 454,413.00       |                                                                                                                     | \$ 475,410.00       |
|             |                    |           |                                                                                                  | SITE 3B                                                                                                                                         |                                                                                                                          |                     |                                                                                                               |                     |                                                                                                                                  |                     |                                                                                                                     |                     |
| 1           |                    | 1         | LS                                                                                               | Mobilization & Project Incidentals (Not to Exceed 5% of Bid Total)                                                                              | \$ 2,300.00                                                                                                              | \$ 2,300.00         | \$ 2,500.00                                                                                                   | \$ 2,500.00         | \$ 8,703.00                                                                                                                      | \$ 8,703.00         | \$ 2,500.00                                                                                                         | \$ 2,500.00         |
| 2           |                    | 1         | LS                                                                                               | SWPPP & Erosion Control, Complete In Place, Maintained, and Removed.                                                                            | \$ 2,500.00                                                                                                              | \$ 2,500.00         | \$ 3,000.00                                                                                                   | \$ 3,000.00         | \$ 150.00                                                                                                                        | \$ 150.00           | \$ 19,000.00                                                                                                        | \$ 19,000.00        |
|             |                    |           |                                                                                                  | Clearing and Grubbing including general clearing, removal of trees smaller than 4", general demolition, disposal of refuse and excess material. | \$ 10.00                                                                                                                 | \$ 500.00           | \$ 12.00                                                                                                      | \$ 600.00           | \$ 34.00                                                                                                                         | \$ 1,700.00         | \$ 59.00                                                                                                            | \$ 2,950.00         |
| 3           |                    | 50        | SY                                                                                               | Demolition of existing bag wall including disposal of material removed.                                                                         | \$ 210.00                                                                                                                | \$ 5,250.00         | \$ 80.00                                                                                                      | \$ 2,000.00         | \$ 28.00                                                                                                                         | \$ 700.00           | \$ 406.00                                                                                                           | \$ 10,150.00        |
| 4           |                    | 25        | SY                                                                                               |                                                                                                                                                 |                                                                                                                          |                     |                                                                                                               |                     |                                                                                                                                  |                     |                                                                                                                     |                     |

|    |       |     |    |                                                                                                                                                 |              |                        |              |                        |              |                        |              |                        |
|----|-------|-----|----|-------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------------------|--------------|------------------------|--------------|------------------------|--------------|------------------------|
| 5  |       | 1   | EA | Remove tree 4 inch or greater in diameter including disposal of refuse.                                                                         | \$ 800.00    | \$ 800.00              | \$ 2,500.00  | \$ 2,500.00            | \$ 1,043.00  | \$ 1,043.00            | \$ 1,950.00  | \$ 1,950.00            |
| 6  | 02200 | 45  | CY | Earthwork: general excavation, including storage and disposal of excess.                                                                        | \$ 49.00     | \$ 2,205.00            | \$ 65.00     | \$ 2,925.00            | \$ 50.00     | \$ 2,250.00            | \$ 97.50     | \$ 4,387.50            |
| 7  | 02272 | 45  | CY | Placement of Gabion Structures including crushed rock filter zone, filter fabric and clay cap.                                                  | \$ 518.00    | \$ 23,310.00           | \$ 400.00    | \$ 18,000.00           | \$ 635.00    | \$ 28,575.00           | \$ 370.00    | \$ 16,650.00           |
| 8  | 03200 | 5   | CY | Placement of concrete beam, including reinforcing.                                                                                              | \$ 960.00    | \$ 4,800.00            | \$ 800.00    | \$ 4,000.00            | \$ 2,377.00  | \$ 11,885.00           | \$ 907.00    | \$ 4,535.00            |
| 9  | 02164 | 5   | EA | Installation of Rock Anchors.                                                                                                                   | \$ 1,400.00  | \$ 7,000.00            | \$ 3,700.00  | \$ 18,500.00           | \$ 4,873.00  | \$ 24,365.00           | \$ 4,710.00  | \$ 23,550.00           |
|    |       |     |    | <b>SITE 3B TOTAL</b>                                                                                                                            |              | <b>\$ 48,665.00</b>    |              | <b>\$ 54,025.00</b>    |              | <b>\$ 79,371.00</b>    |              | <b>\$ 85,672.50</b>    |
|    |       |     |    | <b>SITE 4</b>                                                                                                                                   |              |                        |              |                        |              |                        |              |                        |
| 1  |       | 1   | LS | Mobilization & Project Incidentals (Not to Exceed 5% of Bid Total)                                                                              | \$ 5,000.00  | \$ 5,000.00            | \$ 4,500.00  | \$ 4,500.00            | \$ 15,409.00 | \$ 15,409.00           | \$ 6,000.00  | \$ 6,000.00            |
| 2  |       | 1   | LS | SWPPP & Erosion Control, Complete In Place, Maintained, and Removed.                                                                            | \$ 10,000.00 | \$ 10,000.00           | \$ 3,000.00  | \$ 3,000.00            | \$ 3,906.00  | \$ 3,906.00            | \$ 24,800.00 | \$ 24,800.00           |
| 3  |       | 130 | SY | Clearing and Grubbing including general clearing, removal of trees smaller than 4", general demolition, disposal of refuse and excess material. | \$ 3.50      | \$ 455.00              | \$ 12.00     | \$ 1,560.00            | \$ 35.00     | \$ 4,550.00            | \$ 125.00    | \$ 16,250.00           |
| 4  |       | 1   | EA | Remove tree 4 inch or greater in diameter including disposal of refuse.                                                                         | \$ 800.00    | \$ 800.00              | \$ 2,500.00  | \$ 2,500.00            | \$ 1,043.00  | \$ 1,043.00            | \$ 3,950.00  | \$ 3,950.00            |
| 5  |       | 1   | EA | Placement of tree protection per approved detail by the City.                                                                                   | \$ 400.00    | \$ 400.00              | \$ 500.00    | \$ 500.00              | \$ 274.00    | \$ 274.00              | \$ 1,639.00  | \$ 1,639.00            |
| 6  | 02200 | 50  | CY | Earthwork: general excavation, including storage and disposal of excess.                                                                        | \$ 49.00     | \$ 2,450.00            | \$ 65.00     | \$ 3,250.00            | \$ 45.00     | \$ 2,250.00            | \$ 175.00    | \$ 8,750.00            |
| 7  | 02200 | 30  | CY | Placement and compaction of Site Excavated Fill.                                                                                                | \$ 35.00     | \$ 1,050.00            | \$ 80.00     | \$ 2,400.00            | \$ 31.00     | \$ 930.00              | \$ 136.00    | \$ 4,080.00            |
| 8  |       | 73  | SY | Placement of Turf Reinforcing Mat including percussion driven anchors and Hydromulch Seeding.                                                   | \$ 72.00     | \$ 5,256.00            | \$ 50.00     | \$ 3,650.00            | \$ 166.00    | \$ 12,118.00           | \$ 92.00     | \$ 6,716.00            |
| 9  |       | 15  | CY | Placement of imported top soil.                                                                                                                 | \$ 50.00     | \$ 750.00              | \$ 80.00     | \$ 1,200.00            | \$ 183.00    | \$ 2,745.00            | \$ 140.00    | \$ 2,100.00            |
| 10 | 02272 | 40  | CY | Placement of Gabion Mattress.                                                                                                                   | \$ 396.00    | \$ 15,840.00           | \$ 400.00    | \$ 16,000.00           | \$ 654.00    | \$ 26,160.00           | \$ 265.00    | \$ 10,600.00           |
| 11 |       | 30  | LF | Installation of proposed 24 inch reinforced concrete pipe.                                                                                      | \$ 330.00    | \$ 9,900.00            | \$ 350.00    | \$ 10,500.00           | \$ 273.00    | \$ 8,190.00            | \$ 275.00    | \$ 8,250.00            |
| 12 |       | 45  | LF | Removal and disposal of existing and Installation of new fence.                                                                                 | \$ 55.00     | \$ 2,475.00            | \$ 110.00    | \$ 4,950.00            | \$ 56.00     | \$ 2,520.00            | \$ 195.00    | \$ 8,775.00            |
| 13 |       | 40  | LF | Removal and disposal of broken existing 18 inch storm sewer pipe                                                                                | \$ 105.00    | \$ 4,200.00            | \$ 25.00     | \$ 1,000.00            | \$ 21.00     | \$ 840.00              | \$ 39.00     | \$ 1,560.00            |
| 14 |       | 10  | LF | Instalation of proposed 18 ich reinforced concrete pipe                                                                                         | \$ 305.00    | \$ 3,050.00            | \$ 325.00    | \$ 3,250.00            | \$ 223.00    | \$ 2,230.00            | \$ 205.00    | \$ 2,050.00            |
| 15 |       | 5   | EA | Installation of proposed Class A Concrete Collar                                                                                                | \$ 1,750.00  | \$ 8,750.00            | \$ 600.00    | \$ 3,000.00            | \$ 686.00    | \$ 3,430.00            | \$ 2,600.00  | \$ 13,000.00           |
| 16 |       | 2   | EA | Installation of proposed Type A 48 inch storm sewer manhole.                                                                                    | \$ 13,000.00 | \$ 26,000.00           | \$ 10,000.00 | \$ 20,000.00           | \$ 14,101.00 | \$ 28,202.00           | \$ 17,000.00 | \$ 34,000.00           |
| 17 |       | 1   | EA | Installation of proposed Type B concrete headwall.                                                                                              | \$ 7,200.00  | \$ 7,200.00            | \$ 10,000.00 | \$ 10,000.00           | \$ 14,683.00 | \$ 14,683.00           | \$ 6,950.00  | \$ 6,950.00            |
| 18 |       | 2   | CY | Installation of 12 inch thick reinforced concrete pad.                                                                                          | \$ 1,980.00  | \$ 3,960.00            | \$ 1,000.00  | \$ 2,000.00            | \$ 2,871.00  | \$ 5,742.00            | \$ 2,450.00  | \$ 4,900.00            |
| 19 |       | 1   | CY | Installation of energy dissipators.                                                                                                             | \$ 5,200.00  | \$ 5,200.00            | \$ 2,000.00  | \$ 2,000.00            | \$ 2,871.00  | \$ 2,871.00            | \$ 4,000.00  | \$ 4,000.00            |
|    |       |     |    | <b>SITE 4 TOTALS</b>                                                                                                                            |              | <b>\$ 112,736.00</b>   |              | <b>\$ 95,260.00</b>    |              | <b>\$ 138,093.00</b>   |              | <b>\$ 168,370.00</b>   |
|    |       |     |    |                                                                                                                                                 |              |                        |              |                        |              |                        |              |                        |
|    |       |     |    | <b>SITE 1 TOTALS</b>                                                                                                                            |              | <b>\$ 556,865.00</b>   |              | <b>\$ 554,560.00</b>   |              | <b>\$ 883,659.00</b>   |              | <b>\$ 982,467.00</b>   |
|    |       |     |    | <b>SITE 2 TOTALS</b>                                                                                                                            |              | <b>\$ 437,155.00</b>   |              | <b>\$ 447,250.00</b>   |              | <b>\$ 670,462.00</b>   |              | <b>\$ 787,167.00</b>   |
|    |       |     |    | <b>SITE 3A TOTALS</b>                                                                                                                           |              | <b>\$ 269,890.00</b>   |              | <b>\$ 289,390.00</b>   |              | <b>\$ 454,413.00</b>   |              | <b>\$ 475,410.00</b>   |
|    |       |     |    | <b>SITE 3B TOTAL</b>                                                                                                                            |              | <b>\$ 48,665.00</b>    |              | <b>\$ 54,025.00</b>    |              | <b>\$ 79,371.00</b>    |              | <b>\$ 85,672.50</b>    |
|    |       |     |    | <b>SITE 4 TOTAL</b>                                                                                                                             |              | <b>\$ 112,736.00</b>   |              | <b>\$ 95,260.00</b>    |              | <b>\$ 138,093.00</b>   |              | <b>\$ 168,370.00</b>   |
|    |       |     |    | <b>Bid Total</b>                                                                                                                                |              | <b>\$ 1,425,311.00</b> |              | <b>\$ 1,440,485.00</b> |              | <b>\$ 2,225,998.00</b> |              | <b>\$ 2,499,086.50</b> |



# STAFF REPORT

**MEETING:** City Council - 21 Nov 2023

**TITLE:**

Fire Department Quarterly Report - 4th Quarter

**Vision Statement:**

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

**Pillar:**

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

**STAFF RESPONSIBLE:**

Sam Rohde, Fire Chief

**BACKGROUND/HISTORY:**

FD quarterly report for 4th quarter.

**POLICY EXPLANATION:**

FD quarterly report for 4th quarter.

**FUNDING SOURCE:**

**ORG and Object Number**

N/A

**Available Budget**

\$0.00

**Purchase Amount**

\$0.00

**After Encumber**

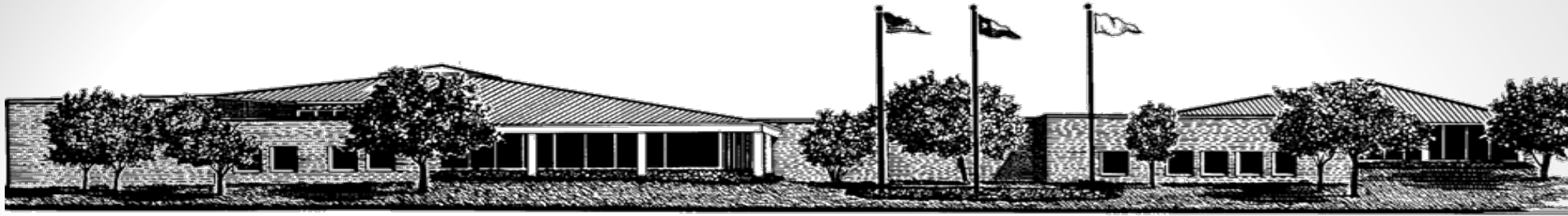
\$0.00

**ACTION ALTERNATIVES:**

1. Receive quarterly report.
2. Do not receive quarterly report.
3. Other actions as directed by Council.

**ATTACHMENTS:**

[FD Quarterly Update 11212023](#)



# FIRE DEPARTMENT QUARTERLY UPDATE

JULY 18, 2023

SAM ROHDE, FIRE CHIEF

***We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self***

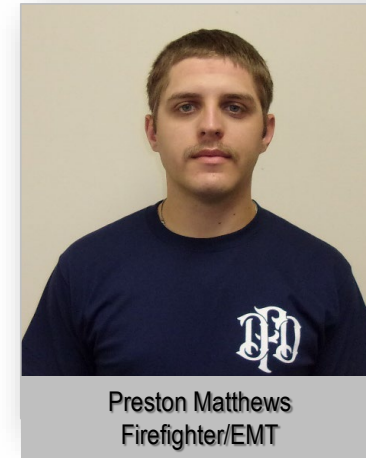
City of Duncannonville



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# *Staffing*

- **New Hires**
  - FF/EMT Preston Matthews was hired 09/27/2023
- **Vacancies**
  - (3) Vacancies
- **Civil Service Entrance Exam**
  - Currently working with HR to schedule another entrance exam.
- **Paramedic School**
  - FF/EMT Mason Quinn is currently in Paramedic School at Brookhaven College





## ***Accomplishments:***

- **Applied Suicide Intervention Skills Training (ASIST)**
  - Captain Darin Fields, Firefighter/EMT-P Micah Shaw, and Executive Assistant Lacey Freeman attended Applied Suicide Intervention Skills Training (ASIST) in Balch Springs, July 10<sup>th</sup> – 11<sup>th</sup>
- **Pediatric Pearls for Emergency Care**
  - Chief Rohde attended Pediatric Pearls for Emergency Care in Midlothian on September 8, 2023
- **Purchase of New MICU Ambulance**
  - Ordered new MICU ambulance. Expected delivery December 2023

# ***Accomplishments:***

- **Fentanyl Awareness Town Hall**

- Chief Chase participated in the Fentanyl Awareness Town Hall.



- **CPR & Stop the Bleed Training**

- Chief Chase, Chief Bragg and Lauren Sanchez provided a CPR & Stop the Bleed Training to Village Tech Staff on September 22<sup>nd</sup>.



## ***Accomplishments:***

- **Pinnacle EMS Conference**
  - Chief Bragg attended the Pinnacle EMS Conference in San Antonio, TX, July 24<sup>th</sup> – 28<sup>th</sup>.
- **Wildland Deployments**
  - Engineer Reed Churman, Engineer Robert Shaw and Firefighter/EMT-P deploy with a member of Cedar Hill FD as part of an Emergency Medical Task Force Team to aid with the Wichita Falls Wildfires.
- **CPR Save**
  - Had a CPR save where patient was discharged from the hospital.

# ***Emergency Management Accomplishments:***

- **Regional School Safety Meeting**
  - Held Regional School Safety Meeting with BSW ISD's and Charter schools.
- **National Homeland Security Conference**
  - Lauren Sanchez attended the National Homeland Security Conference.
- **Psychological First Aid Training**
  - Lauren Sanchez attended Psychological First Aid Training.



# ***Emergency Management Accomplishments:***

- **Emergency Preparedness Training**
  - Presented Emergency Preparedness Training to Leadership Southwest and to DeSoto Citizens Fire Academy.
- **West Central Texas Preparedness Conference**
  - Lauren Sanchez and Chief Matt Stogner presented on Active Shooter Response, Child Reunification and Family Assistance at the West Central Texas Preparedness Conference.
- **American Red Cross Shelter Agreements**
  - Re-surveyed and updated American Red Cross Agreements for the cities of Cedar Hill, DeSoto, Duncanville and Lancaster.



# ***Emergency Management Accomplishments:***

- **July 4<sup>th</sup> After Action Review**
  - Held After Action Review of 4<sup>th</sup> of July events with city staff.
- **Best Southwest Emergency Preparedness Fair**
  - On September 16<sup>th</sup>, Lauren Sanchez held 1<sup>st</sup> Annual Best Southwest Emergency Preparedness Fair at the Senior Center.
  - Total of 58 attendees from all four cities

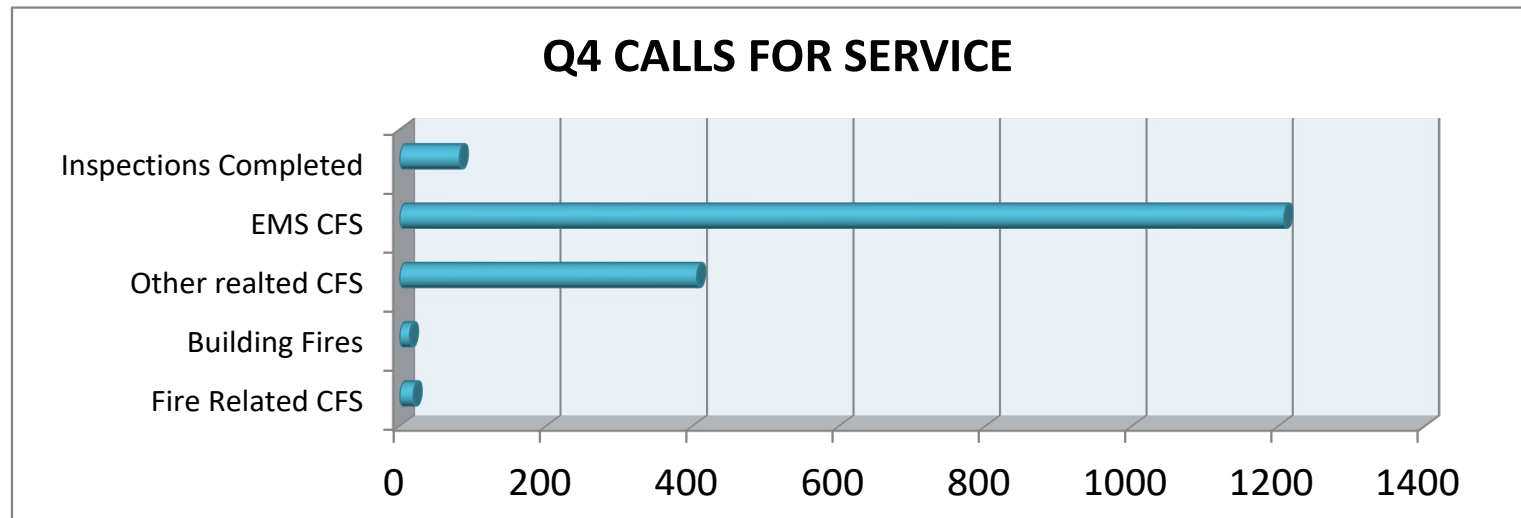






# Performance Indicators

- **Total Calls for Service (Q4)** **1,766**
  - Fire Related CFS: 33
  - Building Fires: 14
  - Other related CFS: 406
  - EMS CFS: 1,313
  - Inspections Completed: 82





# Performance Indicators

- **Total Calls for Service (FY23)** **6,996**
  - Fire Related CFS: 55
  - Building Fires: 95
  - Other related CFS: 1,738
  - EMS CFS: 5,108
  - Inspections Completed: 512

