



TOWN OF TROPHY CLUB

1 Trophy Wood Drive
Trophy Club, Texas 76262

MEETING AGENDA

TOWN COUNCIL

November 12, 2024

6:00 PM

Council Chambers

CALL WORK SESSION TO ORDER AND ANNOUNCE A QUORUM

WORK SESSION ITEM

1. Discussion on the proposed Town Council Rules of Procedure Manual. (Brandon Wright, Town Manager and Tammy Dixon, Town Secretary)

ADJOURN WORK SESSION

CALL REGULAR MEETING TO ORDER (immediately following Work Session or 7:00 p.m., whichever is later)

INVOCATION led by Chaplain David Impwi

PLEDGES led by Council Member

Pledge of Allegiance to the American Flag

Pledge of Allegiance to the Texas Flag

PUBLIC COMMENT(S)

This is an opportunity for citizens to address the Council on any matter pursuant to Texas Government Code 551.007. The Council is not permitted to discuss or take action on any presentations made concerning matters that are not listed on the agenda. Presentations are limited to matters over which the Council has authority. Speakers have up to three (3) minutes or the time limit determined by the Presiding Officer. Each speaker must have submitted their request to speak by completing the Speaker's Form or may email mayorandcouncil@trophyclub.org

COMMUNITY SPOTLIGHT

2. The Leadoff Project, Inc.
3. Working for You... Trophy Club
 - a) Update from Town Council Members

b) Update from Town Manager (Brandon Wright, Town Manager)

c) Quick Civic Tip (Dean Roggia, Town Attorney)

CONSENT AGENDA

This part of the agenda consists of non-controversial, or "housekeeping" items required by law. Items may be removed from Consent by any council member by making such request prior to a motion and vote.

4. Consider approval of the October 28, 2024, Town Council work session and regular meeting minutes. (Tammy Dixon, Town Secretary)
5. Consider authorizing the Town Manager to negotiate and execute a purchase agreement with Caldwell County Chevrolet for the purchase of a Chevrolet 3500 for the Street Department in the amount of \$68,901. (Matt Cox, Director of Community Development)
6. Consider authorizing the Town Manager to negotiate and execute a purchase agreement with Associated Supply Co. Inc. for the purchase of a Husqvarna Concrete Saw in the amount of \$39,000. (Matt Cox, Director of Community Development)
7. Consider authorizing the Town Manager to negotiate and execute a purchase agreement with North Texas Sales & Distribution LLC for the purchase of a Hotsy pressure washer in the amount of \$28,953. (Matt Cox, Director of Community Development)
8. Consider authorizing the Town Manager to negotiate and execute a professional services agreement with Bureau Veritas North America, Inc. in an amount of not to exceed \$44,200 for on-call third party plan reviews, health inspections, and building inspections. (Matt Cox, Director of Community Development)
9. Consider authorizing the Town Manager to negotiate and execute a professional service agreement with Teague Nall & Perkins for the amount of \$65,000 for professional engineering services including inspections, plan review, drainage review, grading plan review, civil drawings, and attendance at department meetings throughout the year. (Matt Cox, Director of Community Development)
10. Consider authorizing the Town Manager to negotiate and execute a professional services agreement with HE Planning+Design, LLC in an amount not to exceed \$30,000 for on-call professional planning and consulting services. (Matt Cox, Director of Community Development)
11. Consider authorizing the Town Manager to negotiate and execute a purchase agreement with SiteOne Landscape Supply in an amount not to exceed \$40,000 for various irrigation and landscaping supplies. (Chase Ellis, Director of Parks & Recreation)

INDIVIDUAL ITEMS

12. Consider authorizing the Town Manager to negotiate and execute an interlocal agreement between the Town of Trophy Club and the City of Roanoke for shared Emergency Management services in the amount of \$10,000 annually. (Jason Wise, Fire Chief).

ADJOURN

The Town Council may convene into executive session to discuss posted items as allowed by Texas Government Code Sections 551.071 through 551.076 and Section 551.087.

CERTIFICATION

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Trophy Club, Texas, in a place convenient and readily accessible to the general public at all times on the following date and time: November 6, 2024, at 4:30 p.m., and said Notice of Meeting was also posted concurrently on the Town's website in accordance with Texas Government Code Ch. 551 at least 72 hours prior to the scheduled time of said meeting.

/s/ Tammy Dixon
Tammy Dixon, Town Secretary

If you plan to attend this public meeting and have a disability that requires special needs, please contact the Town Secretary's Office at 6822372900, 48 hours in advance, and reasonable accommodations will be made to assist you.



TOWN COUNCIL COMMUNICATION

MEETING DATE: November 12, 2024

FROM: Brandon Wright, Town Manager
Tammy Dixon, Town Secretary

AGENDA ITEM: Discussion on the proposed Town Council Rules of Procedure Manual.
(Brandon Wright, Town Manager and Tammy Dixon, Town Secretary)

BACKGROUND/SUMMARY: The purpose of this workshop is to discuss and review the proposed Town Council Rules of Procedure Manual allowing Council Members to provide input to ensure that these rules reflect the needs and expectations of the Town Council. Section 3.11 of the Town of Trophy Club's Home Rule Charter grants the Town Council authority to establish its own procedural rules.

The establishment of a Rules of Procedure Manual was reviewed during two previous workshops. During the June 10, 2024, workshop, it was noted that the existing rules are inconsistently distributed across the Town's Code of Ordinances and some are not formally documented. To address this condition, staff developed a proposed consolidated Rules of Procedures document. This document centralizes the Town Council's operational policies, providing clarity, consistency, and transparency in key areas such as meeting protocols, public participation, and decision-making processes. Modeled after similar guidelines from other municipalities and customized for Trophy Club, this document intends to streamline Town Council operations. The initial draft document was reviewed at the October 14, 2024, workshop. Since then, staff has updated it to reflect Council comments and additional input received. A copy of revisions and edits for current version is attached for reference.

Town staff will review four areas for additional input as well as discuss other topics introduced by Council Members. Staff's discussion items include:

- Citizen Comments: Guidelines for public involvement during Council Meetings, including processes for addressing the Town Council and submitting written comments.
- Public Hearings: Procedures for conducting public hearings, including staff presentations, public participation, and Town Council deliberations.
- Appointment Committee: Guidelines for the selection and responsibilities of the Appointment Committee.
- Board/Commission Member Background Check Requirements: Requirements for those who are to be appointed to Trophy Club's Boards and Commissions.

Should the Town Council choose to proceed with adopting the Rules of Procedure, staff will initiate the next steps in the process. These steps will involve amending the Town's Code of

Ordinances to eliminate any redundant procedures being transferred to the Rules of Procedures Manual, ensure consistency across governing documents, and final drafting of the Rules of Procedure Manual to be adopted by resolution.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: There is no financial impact associated with this agenda item.

LEGAL REVIEW: The final versions of the Town Council Rules of Procedure will be reviewed as to form and legality by the Town Attorney.

ATTACHMENTS:

1. Proposed Town Council Rules of Regulation

ACTIONS/OPTIONS:

This workshop item is being presented for discussion and feedback purposes only. No action will be taken by the Town Council during the workshop. Any recommendations will be presented at future Town Council Meetings for consideration.



**TOWN COUNCIL
RULES OF ~~ORDER AND~~ PROCEDURE**

**Approved by Resolution 2024-XX
(date)**

1. AUTHORITY

1.1 CHARTER

The Town of Trophy Club Charter, Article III; Section 3.11 provides that the Town Council shall determine its own rules of ~~order and~~ procedures.

These Rules of Procedure shall be in effect upon adoption by the Town Council and until such time as amended, suspended or new rules are adopted in the manner provided.

1.2 COUNCIL MEMBER ELECTION/APPOINTMENTS

a. Election of Mayor Pro Tem

Pursuant to Article III, Section 3.07 of the Town Charter, the Town Council shall elect one of its members to serve as Mayor Pro Tem at its first meeting after election of council members. Upon election, the Mayor Pro Tem shall perform all the duties of the Mayor in the absence or disability of the Mayor.

Absence of Mayor and Mayor Pro Tem: When the Mayor and Mayor Pro Tem are absent from any meeting of the Town Council, the members present shall choose another member to act as presiding officer.

b. Council Committees

At the first Town Council meeting in June- the Mayor may present recommendations for the members of the following Council Subcommittees and open the floor for additional nominations, all subject to the approval of the Town Council. Town Council Members may propose changes or make their own nominations for the following committees as appointment of members to all committees, inclusive of council subcommittees, is exclusively vested in the Council. (Town Charter, Section 3.08)~~the Mayor shall recommend the members of the following Council Subcommittees subject to the approval of the Town Council. Town Council Members may recommend changes to those members recommended by the Mayor:~~

- Appointments Committee
- Budget Oversight Committee
- ~~Appointed Official Review and Compensation Committee~~
- Municipal Utility District No. 1 Coordination Committee

1.3 MAYOR TO ACT AS COUNCIL CEREMONIAL REPRESENTATIVE

Pursuant to the Town Charter Article III; Section 3.06, the Mayor has been delegated the responsibility to act as the Town's Council's representative for all ceremonial purposes. In the Mayor's absence, the Mayor Pro Tem assumes this responsibility. In both the Mayor's and Mayor Pro Tem's absence, the Mayor will request another Council Member to assume this responsibility.

1.4 COUNCIL MEMBER PARTICIPATION IN COMMUNITY ACTIVITIES

From time to time, the Mayor or Council Members may choose to participate in community activities, committees, events and task forces. When the Mayor or a Council Member participates in these types of activities, ~~the Council Member~~he/she is acting as an interested/private party rather than acting on behalf of the Town Council. Acting or participating on behalf of the Town Council is limited to those instances when the Town Council has formally designated the Mayor or Council Member as its representative for the matter. As specified in Section 1.3 the Mayor is delegated to serve as the Town Council's representative for ceremonial purposes.

2. COUNCIL MEETINGS

2.1 REGULAR MEETINGS

Consistent with Charter Section 3.09, regular meetings of the Council shall hold at least two (2) regular meetings a month for at least seven (7) months and a minimum of one meeting during each of the other five (5) months at a time to be fixed by Council for such regular meetings. Council may hold as many other meetings as may be necessary for the transaction of the business of the Town.

All regular meetings shall be held at the ~~Municipal Building Town Hall~~ or at such other places within town limits as will permit the attendance of the general public. All meetings will be held in accordance with open meeting laws of the State of Texas.

2.2 SPECIAL MEETINGS AND EMERGENCY MEETINGS

Consistent with Charter Section 3.10, special meetings may be called at any time by the Mayor or by three members of the Town Council. The Town Secretary shall post notice thereof as provided by State law.

In case of emergency or urgent public necessity which shall be expressed in the notice of the meeting, an emergency meeting may be called by the Mayor or by two members of the Town Council, and it shall be sufficient if the notice is posted one hour before the meeting is convened, or as may be required by the Texas Open Meetings Act. Diligent effort to notify all Council Members shall be made prior to the emergency meeting. (Texas Government Code, Section 551.045)

2.3 EXECUTIVE SESSIONS

The Town Council may meet in Executive Session during any workshop, regular, or special meeting, or anytime otherwise authorized by State law, to consider or hear any matter which is authorized by State law to be heard or considered in Executive Session.

- a. The specific Texas Government Code Section authorized for the executive session and the subject matter for consideration shall be announced by the ~~Mayor or the p~~residing ~~o~~fficer in an open meeting before such session is held.
- b. Council Members may not reveal the nature of discussion from a closed session unless required by State law. Disclosure of the discussion from a closed session is a violation of the Code of Conduct. (Code of Ordinances, Section 1.05.004 (3))

2.4 NOTICE OF MEETINGS

Notice of meetings and the agenda for all Town Council meetings shall be posted by the Town Secretary on the Town's official bulletin board and website pursuant to the requirements of the Texas Open Meetings Act. (Texas Government Code, Section 551)

2.5 QUORUM

Charter Section 3.12 states a majority of the Council shall constitute a quorum to do business. Four members of Council shall constitute a quorum for the purpose of transaction of business and no action of the Council shall be valid or binding unless adopted by the affirmative vote of four or more members of the Council, or as required by State law or the Town's Charter.

2.6 PRESIDING OFFICER

a. Designation

Consistent with Charter Section 3.06, the Mayor shall preside at all meetings of the Council. The Mayor may participate in the discussion of all matters coming before the Council and shall have a vote on all matters before the Council. In the absence of the Mayor, the Mayor Pro-Tem shall preside. In the absence of both the Mayor and the Mayor Pro-Tem, the Town Council shall elect a presiding officer.

b. Call to Order

The meetings of the Town Council shall be called to order by the ~~Mayor~~Presiding Officer. In the absence of both the Mayor and the Mayor Pro-Tem, the meeting shall be called to order by the Town Secretary.

c. Preservation of Order

The ~~Mayor~~Presiding Officer shall have the authority to preserve order at all Town Council meetings, to enforce the rules of the Town Council and to determine the order of business under the rules of the Council.

2.7 ATTENDANCE BY THE PUBLIC

All meetings of the Town Council shall be open and public in accordance with the terms of provisions of the Texas Open Meetings Act except the Executive Session or closed meetings allowed by State law.

Citizens and other visitors attending Town Council meetings shall observe the same rules of propriety, decorum, and good conduct applicable to members of the Town Council.

2.8 MINUTES/RECORDINGS

At a minimum, the minutes shall include the members present, state the subject of each deliberation, and indicate each vote order, decision, or other action taken. The minutes shall also indicate how each member voted on each matter. (Texas Government Code, Section 551)

a. Town Council Approval of Minutes

Minutes of meetings are generally submitted to the Town Council within two weeks for approval. The Mayor and Council Members present shall be required to vote on the approval of the minutes, even if absent at the meeting for which the minutes pertain.

~~b. Recording of Meetings~~

~~Video or digital recordings of proceedings are maintained by the Town Secretary for six months after approval by the Town Council or for such other period as may be required by law.~~

2.9 ESTABLISHING THE TOWN COUNCIL MEETING AGENDA

The Town Manager shall establish a preliminary Town Council meeting agenda based on the policy direction of the Mayor and Town Council and specific items of business that require action by the Town Council. The Town Manager shall review the preliminary agenda with the Mayor prior to finalizing the final meeting agenda.

Any item requested by two (2) Council Members, or the Mayor, or by the Town Manager shall be placed on the agenda by the Town Secretary. (Town Charter, Section 3.11 (b))

The Town Manager may discuss with the requesting Council Member the delay of the agenda item. In consultation with the Town Manager and/or Mayor the request will be placed on an agenda as soon as possible.~~A Council Members' item requested should, at minimum, be placed on a Work Session agenda for discussion within the next four (4) meetings following the request unless otherwise determined by the Mayor and Town Manager.~~ Such a determination will be communicated to the requesting Council Member.

3. ORDER OF BUSINESS

3.1 GENERAL ORDER

Town Council meetings will be generally conducted in the following order, unless otherwise specified ~~or removed.~~ An Executive Session may be held at any time during a work session, regular, or special called meeting consistent with applicable State law.

WORK SESSION AGENDA

CALL TO ORDER AND ANNOUNCE A QUORUM

WORK SESSION ITEMS

ADJOURN

REGULAR MEETING AGENDA

CALL TO ORDER AND ANNOUNCE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

COMMUNITY SPOTLIGHT

CONSENT AGENDA

~~PUBLIC HEARINGS~~

INDIVIDUAL ITEMS (includes Public Hearings, if any)

EXECUTIVE SESSION *(AS NEEDED)*

ADJOURNMENT

3.2 NUMBERING AND INDEXING OF AGENDA ITEMS

All items of any nature shall be numbered consecutively for purposes of consideration on the agenda. Upon passage, the Town Secretary shall separately index all ordinances and resolutions.

3.3 PUBLIC RECOGNITION/COMMUNITY SPOTLIGHT

All special presentations and announcements will be calendared and coordinated through the Town Secretary. A period of time, typically not to exceed five minutes, will be provided for each recognition.

3.4 ITEMS OF COMMUNITY INTEREST / COUNCIL COMMUNICATIONS

Members of the Town Council have the opportunity to briefly comment and notify others of items of community interests pursuant to Section 551.0415 of the Government Code which includesincluding; expressions of thanks, congratulations or condolences; holiday schedule information; an honorary or salutary recognition of a public official, public employee, or other citizen; information about a Town-organized or sponsored event or other social, ceremonial, or community event; announcements involving an imminent threat to the public health and safety of the citizens that has arisen after the posting of the agenda.

3.5 CONSENT AGENDA

The Consent Agenda shall contain routine, non-controversial items that require Town Council action but need little or no further Town Council deliberation.

Agenda items may be removed from the Consent Agenda at the request of the Mayor, a Council Member, or Town Manager and will be considered after approval of the entire Consent Agenda. The requested item removed from the consent agenda will then be considered for a separate vote of the Town Council.

4. RULES OF CONDUCT

4.1 GENERAL PROCEDURE

These rules, consistent with the Town Charter and any applicable Town ordinance, statute or other legal requirement, shall govern the proceedings of the Town Council.

4.2 PARLIAMENTARY PROCEDURES

Robert's Rules of Order Newly Revised, as amended by the Council, shall govern generally guide the proceedings of the Town Council.

4.3 DAIS SEATING

The Mayor shall be seated at the center of the dais, with the Mayor Pro Tem seated immediately to the Mayor's right. The remaining Council Members will be seated by Place number, one through six from left to right, as viewed from the audience.

4.4 AUTHORITY OF THE PRESIDING OFFICER

Subject to appeal to the full Town Council, the MayorPresiding Officer shall have the authority to prevent the misuse of motions, the abuse of any privilege, or the obstruction of the

business of the Town Council by ruling any such matter out of order. In so ruling, the ~~Mayor~~Presiding Officer shall be courteous and fair and should presume that the moving party is acting in good faith.

Any member of the Town Council may move to require enforcement of the rules, and the affirmative vote of a majority of the Town Council shall require the presiding officer to act.

4.5 ~~MAYOR~~PRESIDING OFFICER TO FACILITATE COUNCIL MEETINGS

In the role of facilitator, the ~~Mayor~~Presiding Officer will assist the Town Council in focusing agenda discussions and deliberations.

4.6 COUNCIL DELIBERATION AND ORDER OF SPEAKERS

The ~~Mayor~~Presiding Officer has been delegated the responsibility to control the debate and the order of speakers. Speakers will generally be called upon in the order of the request to speak. With the concurrence of the ~~Mayor~~Presiding Officer, a Council Member holding the floor may address a question to another Council Member and that Council Member may respond while the floor is still held by the Council Member asking the question. A Council Member may opt not to answer a question while another Council Member has the floor.

4.7 LIMIT DELIBERATIONS TO ITEM AT HAND

Council Members will limit their comments to the subject matter, time or motion being currently considered by the Town Council.

~~4.8 — LENGTH OF COUNCIL COMMENTS~~

~~Council Members will govern themselves as to the length of their comments or presentation. As a courtesy, the Mayor will advise a Council Member who has been speaking for over five minutes. This procedure is not meant to limit debate or to cut comments short, but rather to assist Council Members in their efforts to communicate concisely.~~

~~4.9~~4.8 OBTAINING THE FLOOR

Any member of the Town Council wishing to speak must first obtain the floor by being recognized by the ~~Mayor~~Presiding Officer. The ~~Mayor~~Presiding Officer must recognize any Council Member who seeks the floor when appropriately entitled to do so.

~~4.10~~4.9 MOTIONS

Motions may be made by any member of the Town Council, including the ~~Mayor~~Presiding Officer ~~or the then presiding officer~~, provided that before the ~~Mayor or the then p~~Presiding eOfficer offers a motion, the opportunity for making a motion should be offered to other members of the Town Council. Any member of the Town Council, other than the person offering the motion, may second a motion.

4.114.10 PROCEDURES FOR AGENDA ITEM DISCUSSIONS/MOTIONS

The following is the general procedure for agenda item discussions and making motions:

- ~~a. Before a motion can be considered or debated it must be seconded.~~
- ~~b. A Council Member who wishes to make a motion should do so through a verbal request to the Mayor.~~
- ~~c. A Council Member who wishes to second a motion should do so through a verbal request to the Mayor.~~
- ~~d. Once the motion has been properly made and seconded, the Mayor shall open the matter for discussion offering the first opportunity to the moving party and, thereafter, to any Council Member properly recognized by the Mayor.~~

- a. The Presiding Officer or, if requested, the Town Secretary reads the agenda item.
- b. Staff presents its report.
- c. The applicant, if applicable, can give a presentation and answer questions from the Town Council.
- d. Members of the public are provided with the opportunity to ask questions or make comments relative to the agenda item.
- e. Town staff, the Presiding Officer, Council Members may respond to any questions or issued raised by members of the public.
- f. The Town Council deliberates on the issue, which may include asking questions of staff and if applicable, the applicant.

e.g. Once the matter has been fully discussed and the ~~Mayor~~Presiding Officer calls for a vote, no further discussion will be allowed, provided, however, Council Members may be allowed to explain their vote.

f.h. The following motions are as examples of possible motions. Council Members may word motions in any common manner provided such motions and intended action are clear. The ~~Mayor or then p~~Presiding e~~Officer~~ may confirm that each of the Council Members understand the motion prior to calling for a vote on the motion.

g.i. When a motion is on the floor and an amendment is offered, the amendment should be acted upon prior to acting on the main motion. No motion of a subject different

from that under consideration shall be admitted as an amendment. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order. Action shall be taken on the amended amendment prior to any other action to further amend the original motion.

MOTION TO APPROVE OR DENY

A motion to approve or deny is a proposal to take a specific action. The maker of the motion may state “I make a motion to approve/deny Agenda Item #” or may state the recommended motion (under state law, certain motions require specific language in which case staff will provide the specific motion in the packet that the specific language must be used), or such person may state the agenda caption although it is not necessary.

MOTION TO APPROVE WITH AMENDMENTS

A motion to approve a specific action may include amendments recommended by a board, Town Attorney, another Council Member, or staff. The maker of the motion may state “I make a motion to approve Agenda Item # with the following amendment(s)...” or state recommended motion or the agenda caption with the amendment included.

MOTION FOR RECONSIDERATION

A motion for reconsideration indicates a Council Member wants the Town Council to reconsider a prior action of the Town Council and if successful, for the Town Council to consider taking different action. A motion to reconsider may be made at the same meeting or at the next succeeding meeting following the relevant Town Council action, provided the reconsideration request complies with the requirements of the Texas Open Meetings Act and applicable law. If the motion to reconsider a prior action is not made at the same meeting, such motion and the related agenda item must be posted on the agenda for the meeting at which the motion is to be reconsidered. The maker of the motion may state: “I make a motion to reconsider Agenda Item #” or may state the full agenda caption. If that motion fails, then the matter is not finally concluded. If the motion to reconsider passes, then a motion is then made for the different action.

A motion for reconsideration may only be made by a Council Member who voted with the majority of the Town Council on the action proposed to be reconsidered by the Town Council. Any member of the Town Council may second a motion for reconsideration.

MOTION TO ADJOURN

If the Town Council has reached the end of the agenda, no motion is required. The presiding officer can declare the meeting adjourned. A motion to adjourn may also be made during the meeting. The maker of the motion may state, “I make a motion to adjourn the meeting.” The motion requires a second and is not debatable. If the motion passes by majority vote, the meeting is adjourned.

WITHDRAWAL OF MOTION

A withdrawal of motion indicates a motion may be withdrawn or modified by the Council Member who originally made the motion at any time prior to its passage. If a motion is withdrawn the Council Member who originally made the motion, or another Council Member may then make motion to be seconded by another Council Member.

MOTION TO CONTINUE A PUBLIC HEARING

The Town Council may continue a public hearing to a date time certain unless state law provides otherwise. The maker of the motion may state “I make a motion to continue the public hearing to xxx date at xxx time”. This motion will avoid the Town of paying the cost of having to re-advertise or publish notice of the public hearing in the newspaper.

MOTION TO REFER OR POSTPONE

The Town Council may desire to continue discussion of an agenda item at a future meeting, may require the Town staff to provide further information, or require the matter to be reconsidered by the Planning and Zoning Commission or other applicable board. In such event the Town Council may postpone consideration of the agenda item to a date time certain or subsequent Council Meeting (or for example until such time as Town staff can provide the requested information) or refer the matter back to the Planning and Zoning Commission or other applicable board to reconsider the agenda item.

4.124.11 VOTING

Abstention

- a. Pursuant to Section 3.20 of the Town Charter, if a Council Member abstains because of a legal conflict of interest, such member is not counted as present for quorum purposes and is not deemed to be “voting” for purposes of determining whether there has been a “majority vote of those voting and present.”
- b. When the Mayor or a Council Member abstains because of a legal conflict of interest, the Mayor or such Council Member must file an affidavit with the Town Secretary stating the nature and extent of the conflict before the agenda item is announced by the Mayor. The Mayor or Town Secretary shall briefly state, on the record, the nature of the conflict of the Council Member. State law requires the inclusion of this information in the public record. A Council Member with a legal conflict of interest shall excuse themselves from the dais for that portion of the Council meeting and may return once the Council has completed action on the agenda item.

Tie Votes

A tie vote results in a lost motion. In such an instance, any member of the Town Council

may offer a motion for further action. ~~If there is not an affirmative vote, the result is no action. If the matter involves an appeal and an affirmative vote does not occur, the decision appealed stands as decided by the decision-making person or body from which the appeal was taken.~~

Charter or Statute Voting Requirements

Some actions taken by the Town Council require more than a simple majority vote of the Council Members present for approval as may be required by either the Charter or State statutes. Items listed herein are not intended to be an exhaustive list of actions that require more than a simple majority vote; the Town Attorney shall provide notice to the Town Council when the Council is taking action on such an item.

a. Charter Amendment – Two-thirds Vote

An Ordinance submitting a proposed Charter amendment must be adopted by a two-thirds vote of the entire Town Council.

[Texas Local Government Code, Article XI, Section 5, Texas Constitution, Section 9.002(a)]

b. Protested Changes in Zoning Ordinance – Three-fourths Vote

If a proposed change to a zoning regulation or boundary is protested by owners of twenty percent or more of the area of the lots or land included in such proposed change, or of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet there from in accordance with Chapter 211 of the Texas Local Government Code, as amended, the affirmative vote of at least three-fourths of the entire Town Council is required for the proposed change to take effect. (Texas Local Government Code, Section 211.006(d))

An affirmative vote of at least three-fourths of the entire Town Council is required to overrule a recommendation of the Planning and Zoning Commission that a proposed amendment, supplement, or change to a zoning be denied. Town Ordinance, Section 14.02.403 (b)(3))

If a Council Member has abstained because of a legal conflict of interest and, filed the required affidavit, the number of the members of full Town Council is reduced by the number of such conflicted Council Members.

4.134.12 NON-OBSERVANCE OF RULE

Rules adopted to expedite and facilitate the transaction of the business of the Town Council in an orderly fashion shall be deemed to be procedural only, and the failure to strictly observe any such rules shall not affect the jurisdiction of, or invalidate any action taken by, the Town Council.

5. PUBLIC HEARINGS

5.1 GENERAL PROCEDURE

A public hearing will be conducted separately from Town Council consideration of related ordinances, resolutions or other motions. The public hearing will allow for staff presentations, applicant input, and public comments. The meeting will then move to the next agenda item to consider the subject of the public hearing, when applicable, following the procedures outlined under Section 4.10. The following are general guidelines to conduct the public hearing, with The Town Council procedure for the conduct of Public Hearings is generally as follows:

- a. The ~~Mayor or p~~Presiding ~~e~~Officer opens the Public Hearing.
- b. Staff presents its report.
- c. The applicant or appellant then has the opportunity to present comments, testimony, or arguments. In the case of an appeal when the appellant is different from the applicant, the appellant should be called upon first to provide comments or testimony. The applicant or appellant shall have a total of fifteen minutes for a presentation when recognized by the ~~Mayor or p~~Presiding ~~e~~Officer. The initial comments or presentation shall be limited to ten minutes and the rebuttal or concluding comments shall be limited to five minutes.
- d. Members of the public are provided with the opportunity to ask questions or make comments relevant to the matter being heard. All individuals addressing the Council ~~shall are requested to~~ state their name and address for the record.
- e. The ~~Mayor~~Presiding Officer closes the Public Hearing. The meeting will then move to the next agenda item to consider the subject of the public hearing, following the procedures outlined under Section 4.10.
- f. ~~The Town Council deliberates on the issue, which may include asking questions of staff, the applicant, and/or the appellant.~~
- g. ~~If the Town Council raises new issues through deliberation and seeks to take additional public testimony, the Public Hearing must be reopened. At the conclusion of the public testimony, the Public Hearing is again closed.~~
- h. ~~The Town Council deliberates and takes action.~~
- i. ~~The Mayor calls for a motion related to the topic, if appropriate.~~

5.2 CONTINUANCE OF HEARINGS

Any Public Hearing being held by the Town Council may by motion, be continued to a subsequent meeting date and time certain.

5.3 PUBLIC DISCUSSION AT HEARINGS

When a matter for Public Hearing comes before the Town Council, the MayorPresiding Officer will open the Public Hearing. Upon opening the Public Hearing ~~and before any motion is adopted related to the merits of the issue to be heard,~~ the MayorPresiding Officer shall inquire if there is anyone present who desires to speak on the matter which is to be heard or to present evidence regarding the matter. A Public Hearing, no matter what the subject matter, is not a question-and-answer period. Speakers must address their comments to the Town Council. Council Members should not address members of the public during a Public Hearing. After all members of the public who requested to speak have spoken and the Public Hearing has been closed, the Town staff, Mayor or Council Members may respond to any questions or issues raised by members of the public.

a. **Public Member Request to Speak**

Any person wishing to speak at a Public Hearing scheduled on the agenda ~~shall be requested to~~ complete a Public Meeting Appearance Card prior to the matter being reached and present it to the Town Secretary. Upon being recognized by the MayorPresiding Officer, the person may speak or present evidence relevant to the matter being heard. No person may speak without first being recognized by the MayorPresiding Officer. All persons wishing to speak on the matter shall be limited to three minutes, ~~each and there shall be a cumulative limit of sixty minutes for all those speaking in favor of an item and a like limit for those speaking in opposition.~~ The time limit may be extended by the MayorPresiding Officer or by a majority vote of the Town Council.

b. **Time Limits**

The MayorPresiding Officer, with the concurrence of the Town Council, may extend or limit any of the enumerated time allocations based on the complexity of the item and the number of persons wishing to speak on the item.

c. **Materials for Public Record**

All persons interested in the matter being heard by the Town Council shall be entitled to submit written evidence or remarks, as well as other graphic evidence, in person at the meeting. All such evidence presented will be retained by the Town Secretary's Office as part of the record of the hearing, in accordance with the requirements of State law.

~~For electronic delivery, a~~Any person(s) submitting written evidence or remarks, as well as other graphic evidence, electronically shall send the information to townsec@trophyclub.org and shall clearly identify the Town Council meeting date and agenda item for which the material is submitted. Electronic Materials for public record must be submitted at least 24 hours prior to the scheduled start time of the Town Council meeting.

d. ~~Germane Comments~~

~~During the Public Hearing, no person will be permitted to speak about matters or present evidence which is not germane to the matter being considered. A determination of relevance shall be made by the Mayor but may be appealed to the Town Council.~~

5.4 COMMUNICATIONS AND PETITIONS

Written communications and petitions, appropriately submitted as described herein, concerning the subject matter of the hearing will be noted, read aloud, or summarized by the ~~Mayor~~Presiding Officer or Town Secretary. A reading in full shall take place if requested by any member of the Town Council.

6. ADDRESSING THE TOWN COUNCIL

6.1 STAFF PRESENTATIONS

Staff presentations will be concise and will provide factual background information on the item as well as a recommendation for the Town Council.

6.2 ORAL PRESENTATIONS BY MEMBERS OF THE PUBLIC

The following procedures will guide oral presentations by members of the public at Town Council meetings:

- a. Prior to the meeting or during the meeting prior to a matter being reached, persons wishing to address the Town Council should complete a Public Meeting Appearance Card and present it to the Town Secretary.
- b. When called upon, the person should come to the podium state such person's name

and address for the record, and, if speaking for an organization or other group, identify the group represented.

~~c. All remarks should be addressed to the Town Council as a whole, not to individual members.~~

~~d.c.~~ Questions, if any, should be directed to the presiding officer who will determine whether, or in what manner, an answer will be provided.

6.3 CITIZENS' COMMENTS AND RIGHT TO SPEAK

Citizens Comments. This portion of the Town Council meeting is set aside for members of the public to address the Town Council on any item of business that is not formally scheduled on the agenda, listed on the Consent Agenda, -or scheduled as a Public Hearing. Members of the public should complete a Public Meeting Appearance Card prior to the commencement of the meeting and present it to the Town Secretary.

a. **Timing**

Citizens' Comments are generally permitted at the beginning of the regular Town Council meeting, as specified on the agenda. Presentations shall be limited to three minutes each., Citizens' Comments shall be limited to a cumulative total not to exceed twenty minutes for all speakers. A person may not "give their time" to another person making comments.

b. **Town Business**

Presentations under Citizens' Comments are limited to items within the subject matter jurisdiction of the Town.

c. **No Council Deliberations**

In compliance with the Texas Open Meetings Act, the Town Council may not deliberate or vote on any matter raised in Citizens' Comments, except for the purpose of determining whether such matter should be placed on a future Town Council agenda. The ~~Mayor~~Presiding Officer, however, may request the Town Manager to provide additional information on a matter of general interest to the full Town Council, the public at large and to the citizen making the comment.

Right to Speak. Texas Government Code Section 551.007 requires the Town Council to allow a citizen to address the Town Council prior to the Town Council taking action on an item listed on the meeting agenda for action. The Town Charter provides that citizens of the Town shall have reasonable opportunity to be heard at any meeting. A person who wants to speak and address the Town Council regarding an item listed on the agenda for action shall complete a Public Meeting Appearance Card prior to the commencement of the meeting and present it to the Town Secretary. The citizen may either speak during the Citizen Comments portion of the

meeting or when the item is reached on the agenda after being recognized by the ~~Mayor or~~ Presiding Officer.

6.4 PUBLIC MEETING APPEARANCE CARDS

Public Meeting Appearance Cards may be used by members of the public who do not wish to or cannot verbally address the Town Council during a meeting. A person may indicate such person's comments and support or opposition for an agenda item on a Public Meeting Appearance Card. During the Public Hearing regarding the item or prior to taking action on an item on the agenda, the ~~Mayor~~Presiding Officer will indicate that the Town Council has received written comments from (name of persons) in support of the project or issue and from (name of persons) in opposition. The minutes will reflect the Town Council's receipt of written comments in support or opposition of the project or issue.

6.5 REPETITIOUS COMMENTS PROHIBITED

- a. A speaker shall not present the same or substantially the same items or arguments to the Council repeatedly or be repetitious in presenting their oral comments. Nothing in the foregoing precludes submission of comments to the Town Council in writing, for such action or non-action as the Council, in its discretion, may deem appropriate.
- b. In order to expedite matters and to avoid repetitious presentations, the designation of a spokesperson is encouraged. Whenever any group of individuals wishes to address the Council on the same subject matter, those individuals are encouraged to designate a spokesperson to address the Town Council.

6.6 WAIVER OF RULES

Any of the foregoing rules may be waived or suspended by a majority vote of the Council Members present when it is deemed that there is good cause to do so, based upon the particular facts and circumstances involved.

6.7 NON-EXCLUSIVE RULES

The rules set forth are not exclusive and do not limit the inherent power and general legal authority of the Town Council, or of its presiding officer, to govern the conduct of Town Council meetings as may be considered appropriate from time to time, or in particular circumstances, for purposes of orderly and effective conduct of the affairs of the Town.

7. COUNCIL MEMBER TRAINING AND PROFESIONAL DEVELOPMENT

7.1 TOWN COUNCIL ORIENTATION

The Town Manager will, in a timely manner, provide appropriate orientation services for new Council Members. Such services shall include, but not be limited to, the following:

- Availability of Texas Municipal League conferences and seminars
- An individual meeting with new Members informing them about Town facilities and procedures
- Printed documents and resource materials necessary to the performance of the office of Council Member.

7.2 TOWN COUNCIL TRAVEL, TRAINING, MEMBERSHIPS, AND CLOTHING ALLOCATION POLICY

The annual allocation to the Mayor and Town Council Members (herein referred to collectively as “Town Council”) for travel, training, memberships, and clothing will be established in the approved budget. That budget will be allocated fourteen and three-tenths percent (14.3%) for each member of the Town Council to utilize as necessary for Town-related purposes for the purchase of travel, training, memberships, and clothing (herein referred to collectively as “Eligible Expenses”). All Eligible Expenses will be reimbursed or paid from this allocation up to each members’ individual budget allocations. Unused allocation will not roll forward to a future budget year.

All Town financial policies related to training, travel, and purchases shall apply to the Town Council. The use of Eligible Expense allocations for the Town Council will be maintained, monitored, and tracked by the Town Secretary. A member may contribute from their allocation to another member by submitting an allocation transfer request to the Town Secretary who will update the available allocations for each member accordingly.

Town funds may only be used for Town-related purposes. For training and/or travel, members are required to submit a justification, which shall be reviewed and approved by the Town Manager. If a training/travel request is denied by the Town Manager, the member may appeal the decision to the Mayor. The Mayor’s decision shall be final. If the Mayor’s training/travel request is denied by the Town Manager, the appeal shall be made to the Mayor Pro Tem.

Training opportunities include conferences hosted locally or in other cities/states and online educational seminars where the topic is applicable to the functions of Town government. Travel and training funds will not be used for credit classes at a college, university, or other institution designed to provide post-secondary degrees or training. The Town Council is encouraged to select training events from the following providers:

- Texas Municipal League
- National League of Cities
- North Central Texas Council of Governments

Additional travel expenditures for members chosen to represent the Town Council related to attending a special event or otherwise representing the Town shall be made only after having been placed on the agenda of a Town Council Meeting and acted upon by a favorable majority vote.

8. TOWN COUNCIL STAFF RELATIONS AND ADMINISTRATIVE SUPPORT

8.1 COMMUNICATION WITH STAFF

The Town Council should contact Town employees through the Town Manager. Council Members should refrain from giving orders or direction to any subordinate of the Town Manager, either publicly or privately. Work assignments and policy direction should come from the elected body as a whole and not from individual members.

Nothing herein shall be construed to limit the power of the Town Council to directly communicate (in writing or verbally), with those officers and employees directly appointed by the Town Council (Town Manager, Town Secretary, Town Attorney, and Municipal Court Judge).

8.2 AGENDA QUESTIONS

- a. Questions arising from Council Members after receiving the agenda should be presented to the Town Manager for staff consideration prior to the Town Council meeting. The additional information will be distributed to all Council Members.
- b. Any request for additional information shall be provided to the entire Town Council as expeditiously as possible prior to any meeting to ensure appropriate review.
- c. The Town Manager shall designate appropriate staff to address each agenda item and shall see that it is adequately prepared and presented to the Town Council.

8.3 PROBLEM RESOLUTION

If the Town Manager or staff time is being dominated or misdirected by a Council Member or in any conflict arising between staff and Town Council, the Town Manager shall:

- a. Visit with the Council Member and discuss the problem and/or impact on Town Manager or staff time;
- b. If unresolved, ask the Mayor to arbitrate a resolution to the issue;
- c. If still unresolved, ask the Mayor to present the concerns to the Town Council.
- d. If the unresolved issue is with the Mayor, ask the Mayor Pro Tem to arbitrate a resolution to the issue.
- e. If still unresolved issue involves the Mayor, ask the Mayor Pro Tem to present the concerns to the Town Council.

8.4 STAFF CONDUCT

The Town Manager is responsible for the professional and ethical behavior of the Town Staff. All staff members shall show each other, Town Council, and the public respect and courtesy at all times.

8.5 MAIL

All general mail will be opened and date stamped and distributed to individual Council Members.

a. *Letters Addressed to the Mayor and Town Council*

All letters addressed to the Mayor and Town Council requiring a response from staff will be copied to all Council Members with a note as to which staff person will be preparing a response for the Mayor's signature. A copy of the response, along with the original letter, will be provided to each Council Member.

Letters addressed to the Mayor and Town Council that do not require a response but provide information on Town Council agenda items or like matters are copied to the full Town Council.

b. *Letters Addressed to Individual Council Members*

All letters addressed to individual Council Members requiring a response from staff are copied to all Council Members with a note as to which staff person will be preparing a response for the addressee's signature. Copies of the responses, along with the original letters, are provided to the full Town Council.

Letters addressed to individual Council Members that do not require a response from staff but provide information on Town Council matters are copied to the full Town Council.

Cards and other Council Member mail marked "personal" will not be opened and will not be copied to the full Town Council.

8.6 TOWN COUNCIL CORRESPONDENCE

All Council Member correspondence prepared with Town resources (letterhead, typing, staff support, postage, etc.) will reflect the position of the full Town Council, not individual Council Member's positions.

Personal Correspondence:

Town Council Members will be provided individual stationery and envelopes to use for official communications reflecting their individual position as a Council Member.

8.7 CLERICAL SUPPORT

The Town Secretary's Office will coordinate the typing of Town related correspondence requested by individual Council Members. All correspondence typed for Council Members will be on Town letterhead and will reflect the position of the full Town Council and will be copied to the full Town Council.

8.8 TOWN COUNCIL EVENT COORDINATION

a. Event Coordination

The Town Secretary's Office will be responsible for coordinating Town Council attendance at public events, functions, and meetings. This includes:

- Receiving notifications from Council Members regarding their attendance at upcoming events or functions.
- Collecting event details such as location, time, and purpose, as well as tracking potential Council attendance.

b. Council Member Notifications

Council Members are encouraged to notify the Town Secretary's Office as soon as possible if they plan to attend any public event or function. This notification will allow the Town Secretary's Office to assess whether a quorum may be present and ensure that Council attendance at public events/meetings complies with all legal requirements.

8.9 REQUESTS FOR RESEARCH OR INFORMATION

The Mayor and Council Members may request information or research from the Town staff on a given topic through the Town Manager who will make all members of Council aware of the special request, as it may be of interest to them as well. Accordingly, the Town Manager will provide the results of the request to all members of Council. In the event the Town Manager believes he cannot respond in a timely manner or that the request will require extensive staff time and resources, the Town Manager may present the request to the full Town Council prior to proceeding. If approved, he and the members of Council will coordinate a reasonable and responsible timeframe in which to expect the results without unduly interfering with other activities of higher priority.

8.10 TOWN COUNCIL NOTIFICATION OF SIGNIFICANT INCIDENTS

In conjunction with the Town's public safety departments and the Public and Media Relations Director, the Town Manager's Office will coordinate the notification to the Town Council of major crime, fire or other disasters or incidents.

9. BOARDS AND COMMISSIONS

9.1 BOARD AND COMMISSION APPOINTMENTS/REMOVALS

The Town Council Appointments Committee is established to interview applicants and make recommendations to the full Council regarding appointments to all Boards during the annual appointment process and during the year in the event of mid-year vacancies. The Committee will

also review and make recommendations for any removals from the Town's Boards and Commissions as deemed necessary.

a. **Recruitment**

The annual recruitment period for Board positions with expiring terms and known vacancies will begin in June, and applications will be accepted through July, or as otherwise directed by the Town Council.

In June of each year, the Town Secretary will:

- Advertise that the Town is accepting applications for individuals to be considered for appointment to Boards. The notice will specify the vacancies for all Boards and provide details regarding the application procedure and the deadline for receipt of applications. Advertisements will be posted on the Town's website, marquees, weekly newsletter, through all Town-managed social media platforms, and on posters placed in the lobby of Town Hall.
- Notify incumbent Board members with expiring terms that their term is approaching. If the member is eligible and wishes to seek another term, they must reapply in the same manner as other applicants.

b. **Applicant Requirements**

• Applicants for Boards, Commissions, or Corporations must meet the following criteria prior to their appointment:

- Be United States Citizens.
- Be registered voters.
- Be residents of the Town for at least six (6) months.
- The Council may waive the voter registration and/or length of residency requirement for an applicant upon good cause shown, except where restricted by State law. Town elected officials and persons appointed to fill vacancies on any elected Town governmental body may not serve on a Town Board, Commission, or Corporation in accordance with the Town Charter.
- Consent to a background check
 - Have no felony convictions or pending felony indictments
 - Have no Class A or B misdemeanor convictions within the last 10 years or

pending Class A or B misdemeanor charges

- Have not been removed from a previous board or commission

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- The technical expertise of applicants will be considered during the appointment process.

c. **Application Review/Appointments**

The Appointments Committee interviews applicants and makes recommendations to the full Council regarding appointments to all Boards and Commissions. Interviews are typically conducted in July and August, with appointments made in September and terms beginning on October 1. The Committee also considers applicants during the year in the event of mid-year vacancies.

If the number of qualified applicants exceeds the number of open Board seats, it is the goal of the Town Council to first appoint those qualified applicants not already serving before taking action to appoint an applicant who is already serving on a Board. Town Council may act to replace a current member who is serving on more than one Board prior to the end the member's term, provided there is an adequate number of qualified applicants.

At the conclusion of the interview process, the Committee shall prepare a report with its recommended slate of nominees for each Board appointment. The report shall be submitted to the Town Council for discussion and consideration, preferably in September, but not later than the first meeting in October.

d. **Removal**

At the request of the Town Manager, Town Secretary, Board/Commission Chair, or any two members of the Town Council, the Committee will review any circumstances such as misconduct, absenteeism, or ineligibility of a board member. The Committee will thoroughly investigate the situation considering all facts and viewpoints. If after careful deliberation, a majority of the Committee votes in favor, a formal written report recommending removal will be submitted to the Town Council, with a copy of the report sent to the board member and the Board chair.

The Town Council will review and consider the recommendation in a scheduled meeting, allowing the board member to respond, and then vote on the final decision

9.2 **BOARD, ~~AND, COMMITTEE, AND~~ -COMMISSION TRAINING**

- a. Members of any Town board, committee, or commission shall complete Town sponsored open government training within 90 days of their appointment. Such training may be completed either by attending a live training session offered by the Town, or by watching a video provided by the Town.
- b. The training required by this section is in addition to any training a member of a board or commission may be required to complete pursuant to Government Code chs. 551 or 552.
- c. Failure of a board, committee, or commission member to complete the training required by this section, within the time frame prescribed by this section, shall be

considered grounds for removal for "cause."

9.3 CREATION OF AD HOC COMMITTEE/TASK FORCE

- a. The Town Council may create an Ad Hoc Committee/Task Force to assist the Town Council in its business
- b. The Ad Hoc Committee/Task Force shall be established by a Town Council resolution or ordinance for a specific purpose that expires upon the completion of its assigned task(s) or according to a specified deadline.
- ~~c. In the absence of other termination language, the Ad Hoc Committee/Task Force will expire at the end of the appointing Council's term.~~
- ~~d.c.~~ Any existing ad-hoc committee or any other subgroup not created or required by resolution or ordinance shall cease to exist upon adoption of this policy.

10. PROCEDURES ADMINISTRATION

10.1 BIENNIAL REVIEW OF TOWN COUNCIL PROCEDURES

The Town Council will review and revise the Town Council Rules of Order and Procedure as needed, and at a minimum, every two years.

10.2 ADHERENCE TO PROCEDURES

During Town Council discussions, deliberations and proceedings, the ~~Mayor~~Presiding Officer has been delegated the primary responsibility to ensure that the Town Council, staff and members of the public adhere to the Council's adopted procedures.

10.3 TOWN ATTORNEY AS PROCEDURE ADVISOR

The Town Attorney assists the Mayor and Town Council as a resource and as an advisor for interpreting the Town Council's adopted rules and procedures.

10.4 APPLICABILITY OF PROCEDURES

The Town Council Rules of Order and Procedures shall also apply to the Town Council when sitting as other entities or agencies. The role of Mayor and Mayor Pro Tem shall be interchangeable with the Chair and Vice Chair, or President and Vice President when sitting as another entity.



TOWN COUNCIL COMMUNICATION

MEETING DATE: November 12, 2024

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Consider approval of the October 28, 2024, Town Council work session and regular meeting minutes. (Tammy Dixon, Town Secretary)

BACKGROUND/SUMMARY: The Town Council held a work session and regular meeting on October 28, 2024.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft Minutes 10.28.2024

ACTIONS/OPTIONS:

Move to approve the October 28, 2024, Town Council work session and regular meeting minutes.

Town of Trophy Club Town Council Meeting Minutes
October 28, 2024, 6:00 p.m., Work Session Regular Meeting
1 Trophy Wood Drive, Trophy Club, Texas 76262

CALL WORK SESSION TO ORDER

Mayor Tiffany called the work session to order at 6:00 p.m.

COUNCIL MEMBERS PRESENT

Jeannette Tiffany, Mayor
Steve Flynn, Mayor Pro Tem
Stacey Bauer, Council Member Place 1
Jeff Beach, Council Member Place 2 (arrived at 7:00 p.m.)
Dennis Sheridan, Council Member Place 3
Rhylan Rowe, Council Member Place 4
LuAnne Oldham, Council Member Place 5

STAFF MEMBERS PRESENT

Brandon Wright, Town Manager
Tammy Dixon, Town Secretary
Dean Roggia, Town Attorney
Jason Wise, Fire Chief
Patrick Arata, Chief of Police
April Duvall, Director of Finance
Matt Cox, Director of Community Development
Chase Ellis, Director of Parks and Recreation
Jill Lind, Director of Communications and Marketing
Tamara Smith, Assistant to the Town Manager

WORK SESSION ITEM

1. Presentation and discussion regarding the overnight parking restriction ordinance.
(Brandon Wright, Town Manager)

Town Manager Wright gave a presentation on the overnight parking ordinance, which has been in place since 1986, which prioritizes aesthetic appeal, emergency vehicle access, and resident safety. The ordinance restricts parking from 3:00 AM to 5:00 AM, with specific conditions for temporary or annual permits.

The presentation included data on permit usage, enforcement patterns, and resident feedback, noting a rise in warnings during summer and winter due to visiting students. Some residents suggested more flexibility for temporary permits during peak periods and more lenient last-minute parking allowances.

Town Secretary Dixon reported the Town received 17 emails with 14 opposing changes and three supporting any modifications to the ordinance.

Mayor Tiffany opened the floor for public comment.

Marc Bartels, 122 Carnoustie, spoke against any changes to the current ordinance.

The Council discussed three options: maintaining the ordinance, expanding temporary permits, or reconsidering annual permits. The consensus was to leave the ordinance as-is, with an option to revisit small adjustments in the temporary permits in the future if needed.

ADJOURN WORK SESSION

Mayor Tiffany adjourned the work session at 6:36 p.m.

CALL REGULAR MEETING TO ORDER

Mayor Tiffany called the regular meeting to order at 7:00 p.m.

INVOCATION

Pastor Barry Clingan, The Church at Trophy Lakes, delivered the invocation.

PLEDGES

Mayor Pro Tem Flynn led the Pledge of Allegiance to the American and Texas Flags.

PUBLIC COMMENTS

Celeste Fraga, 551 Timber Ridge, voiced concerns regarding the enforcement of nuisance codes related to high grass and weeds.

Kathryn Carlisle, 1 Cypress Court, expressed concerns about potential changes to the overnight parking ordinance, short-term rentals, and code enforcement.

Shauna Reckmeyer, 5 Timberline Court, raised issues with proposed changes to the overnight parking ordinance and the enforcement of nuisance codes.

Joey Truit, 1031 Sunset Drive, expressed concerns about fences around his property and the enforcement of upkeep codes for fences.

COMMUNITY SPOTLIGHT

2. Proclamation to designate November 1, 2024, as Arbor Day

Council Member Sheridan read the proclamation aloud, and Mayor Tiffany presented it to Chase Ellis, Director of Parks and Recreation.

3. Trophy Club Activity Center

Madison Seil, Recreation Superintendent, addressed the Town Council regarding the new Trophy Club Activity Center, noting its origin through a lease agreement with the Municipal Utility District No. 1 for their annex building. She highlighted how the center served as a crucial space for the summer adventure camp and has now become a community gathering place with programs for both active adults and youth with the assistance of Trophy Club residents and introduced Marian Hawker,

Marian Hawker introduced Connie White, Carol Tombari, Sara Miniatas, and Marsha Pyeatt, all of whom participated in a two-year effort to create a community space for active adults. The center, which opened on October 1, offers programs for all ages, with a particular focus on activities for seniors, including popular games and educational sessions. Ms. Hawker expressed gratitude for the support from town leadership and partnerships with the MUD, emphasizing the center's role in fostering community connection and engagement.

4. Working for You . . . Trophy Club

a) Update from Town Council Members

Council Member Sheridan announced the annual Veterans Day ceremony is scheduled for November 11, at 11:00 a.m. at Trophy Club Veterans Park, located across from the swimming pool on Parkview Drive. He encouraged community members to attend in honor of veterans.

Mayor Pro Tem Flynn recognized the Trophy Club Rotary Club for hosting a well-attended First Responder Appreciation Event on Saturday, honoring first responders from both Trophy Club and Roanoke. He expressed gratitude to the attending chiefs and their teams for their service.

Mayor Tiffany highlighted two key sources of information for Trophy Club residents: the Town's weekly newsletter, released every Friday afternoon, and the Trophy Club Neighbors magazine.

b) Update from Town Manager

Town Manager Wright announced the finance department received the Government Finance Officers Association (GFOA) Certificate of Excellence for their annual comprehensive financial report for the fiscal year ending September 30, 2023, acknowledging the departments dedication to creating accessible and well-organized financial reports.

Town Manager Wright provided the upcoming events and meetings:

- Movie Night: Coco: November 1, at 7:00 PM

- Trophy Club Fire Department Open House: November 2, 10:00 a.m. – 2:00 p.m.
- Veterans Day Celebration: November 11, at 11:00 AM
- Upcoming Town Meetings
 - Ethics Review Commission, October 29, 6:00 p.m.
 - Town Council Meeting, November 12, 2024.

He also reminded everyone to stay safe while trick-or-treating on October 31.

c) Quick Civic Tip (Dean Roggia, Town Attorney)

Town Attorney Roggia explained "Cooperative Purchasing Programs" under Texas Local Government Code, which allows the town to participate in cooperative purchasing with other governments to avoid duplicating competitive bidding processes. This exception satisfies state bidding requirements.

CONSENT AGENDA

5. Consider approval of the October 14, 2024, Town Council work session and regular meeting minutes. (Tammy Dixon, Town Secretary)
6. Consider authorizing the Town Manager to negotiate and execute a professional services agreement with BrightWatch for the installation and maintenance of a Town-wide security camera system in the amount of \$194,644.09. (Patrick Arata, Chief of Police)
7. Consider authorizing the Town Manager to negotiate and execute a purchase and installation contract with Glass Doctor of Carrollton, TX for the purchase of ballistic safety glass at the Town Hall and the Police Department in the amount of \$46,195.95. (Patrick Arata, Chief of Police)
8. Consider a resolution directing the Town Manager to utilize an additional \$90,000 dedicated to Town Hall Building Improvements to provide security enhancements for Town Facilities. (April Duvall, Director of Finance) The caption of the resolution reads as follows:

RESOLUTION NO. 2024-22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, DIRECTING THE TOWN MANAGER TO UTILIZE AN ADDITIONAL \$90,000 DEDICATED TO TOWN HALL BUILDING IMPROVEMENTS TO PROVIDE SECURITY ENHANCEMENTS TO TOWN FACILITIES.

9. Consider authorizing the Town Manager to negotiate and execute a purchase agreement with Reliable Chevrolet for a 2024 Chevy Silverado 1500 in the amount of \$52,901.55. (Jason Wise, Fire Chief).
10. Consider authorizing the Town Manager to negotiate and execute a short-term lease agreement with Flex Financial, a division of Stryker Sales, LLC, for a 61-

month lease agreement in a total amount of \$534,401.70 requiring six annual lease payments of \$89,066.95. (Jason Wise, Fire Chief)

11. Consider a reimbursement resolution providing for the Town's intent to reimburse itself with future debt proceeds for capital expenditures to be incurred. (April Duvall, Director of Finance) **Removed from Consent.**
12. Consider a resolution adopting the Boards and Commissions Manual and repealing Resolution 2018-08. (Tammy Dixon, Town Secretary) **Removed from Consent.**

Council Member Sheridan requested items 11 and 12 be removed from Consent.

Mayor Pro Tem Flynn moved to approve Consent Items 5-10. Council Member Oldham seconded the motion.

VOTE ON MOTION

AYES: Bauer, Beach, Flynn, Sheridan, Tiffany, Rowe, Oldham

NAYES: None

VOTE: 7-0

INDIVIDUAL ITEMS

11. Consider a reimbursement resolution providing for the Town's intent to reimburse itself with future debt proceeds for capital expenditures to be incurred. (April Duvall, Director of Finance) **Removed from Consent.**

Council Member Sheridan expressed opposition to spending funds before bond issuance, scheduled for next year, and noted concerns about not knowing what the bond election ballot wording may be, which may influence his decision to vote against the bond.

Council Member Rowe expressed respect for Sheridan's cautious approach but explained his decision to support spending prior to bond issuance to ensure continuity in essential infrastructure projects which are part of long-term capital improvement plans.

Mayor Pro Tem Flynn moved to approve Resolution 2024-23 providing for the Town's intent to reimburse itself with future debt proceeds for capital expenditures to be incurred. Council Member Bauer seconded the motion. The caption of the resolution reads as follows:

RESOLUTION NO. 2024-23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, PROVIDING FOR REIMBURSEMENT AND EXPRESSING INTENT TO FINANCE EXPENDITURES TO BE INCURRED; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION

AYES: Bauer, Beach, Flynn, Tiffany, Rowe, Oldham

NAYES: Sheridan

VOTE: 6-1

12. Consider a resolution adopting the Boards and Commissions Manual and repealing Resolution 2018-08. (Tammy Dixon, Town Secretary) Removed from Consent.

Council Member Sheridan thanked staff for addressing his feedback on the Boards and Commissions Manual and requested an additional change to remove the second paragraph in the Appointment Process under #3 on page 7.

Council Member Rowe moved to approve Resolution 2024-24 adopting the Boards and Commissions Manual with the recommended change and repealing Resolution 2018-08. Council Member Bauer seconded the motion. The caption of the resolution reads as follows:

RESOLUTION NO. 2024-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, ADOPTING THE TOWN OF TROPHY CLUB BOARDS AND COMMISSIONS MANUAL AND REPEALING RESOLUTION NO. 2018-08; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION

AYES: Bauer, Beach, Tiffany, Sheridan, Rowe, Oldham

NAYES: Flynn

VOTE: 6-1

13. Consider an ordinance of the Town of Trophy Club, Texas amending Chapter 1 "General Provisions", Article 1.04 "Boards, Commissions, and Committees", of the Code of Ordinances to establish the Trophy Club Council for Arts and Culture. (Tamara Smith, Assistant to the Town Manager)

Ms. Smith introduced the presentation from the Arts and Culture Ad Hoc Committee and thanked the committee members and facilitator, Margie Reese, for their work.

Committee Chair Candace Dillard highlighted the committee's goals of fostering community connection and cultural understanding through the arts and shared a video showcasing their vision.

Margie Reese emphasized the committee's strategic focus on future public engagement, community involvement, and the potential economic and educational benefits of the arts.

Vice Chair Melissa Eason expressed gratitude for the council's support and proposed that the committee be formally recognized as the Trophy Club Council for Arts and Culture.

Council Member Sheridan expressed support for the arts committee and their efforts. He recommended instead of an ordinance, the group be adopted by a resolution until all of the boards and commissions are consolidated into Article 1.04 of the Code of Ordinances, which is currently empty. He also recommended the group be called a "board" instead of "council" to align with the town's structure.

Council Member Beach inquired about funding, to which Ms. Smith and Mr. Wright responded that HOT funds are a potential source, though no specific budget exists at this time.

Council Member Rowe clarified that the group would not have an independent operating budget but would present program-related recommendations for council consideration, similar to the Parks Board.

Mayor Tiffany highlighted additional funding opportunities, including state and national grants, and encouraged leveraging regional resources to support arts initiatives.

Council Member Sheridan made a motion to approve the agenda item as a resolution and to change the term "council" to "board." The motion failed due to a lack of a second.

Mayor Pro Tem Flynn moved to approve Ordinance 2024-28, amending Chapter 1 "General Provisions", Article 1.04 "Boards, Commissions, and Committees", of the Code of Ordinances to establish the Trophy Club Council for Arts and Culture. Council Member Rowe seconded the motion. The caption of the ordinance reads as follows:

ORDINANCE NO. 2024-28

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS, AMENDING CHAPTER 1 "GENERAL PROVISIONS"; ARTICLE 1.04 "BOARDS, COMMISSIONS AND COMMITTEES (RESERVED)"; OF THE CODE OF ORDINANCES OF THE TOWN OF TROPHY CLUB, TEXAS, BY ADDING A NEW DIVISION 1 "TROPHY CLUB COUNCIL FOR ARTS AND CULTURE"; ESTABLISHING THE COUNCIL; PROVIDING FOR THE APPOINTMENT OF MEMBERS; PROVIDING FOR THE TERMS; PROVIDING FOR THE DUTIES; PROVIDING THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION

AYES: Bauer, Flynn, Tiffany, Sheridan, Rowe, Oldham
NAYES: Beach
VOTE: 6-1

14. Consider a resolution of the Town Council of the Town of Trophy Club, Texas, approving the Trophy Club Council for the Arts and Culture Operating Procedures. (Tamara Smith, Assistant to the Town Manager)

Council Member Oldham moved to approve Resolution 2024-25 approving the Trophy Club Council for the Arts and Culture Operating Procedures. Mayor Pro Tem Flynn seconded the motion.

VOTE ON MOTION

AYES: Bauer, Flynn, Tiffany, Sheridan, Rowe, Oldham

NAYES: Beach

VOTE: 6-1

15. Consider authorizing the Town Manager to negotiate and execute a professional service agreement with Parkhill in the amount of \$244,065 with an additional \$5,000 allowance for reimbursable expenses for the engagement, development, and implementation of the Town of Trophy Club Comprehensive Parks and Recreation Master Plan. (Chase Ellis, Director of Parks & Recreation)

Director Ellis provided a summary of the comprehensive master plan, noting that the town received eight bids from national firms. The recommended firm, Parkhill, was selected after in-person interviews were conducted by a committee of park board members and town staff. He highlighted the department's intent to collaborate with this qualified team to achieve a long-term vision for the next 10 years.

Chad Davis, Project Principal, presented an overview of Parkhill's approach to creating a resilient, visionary master plan for Trophy Club's Parks and Recreation Department, emphasizing community engagement and sustainability. Parkhill, along with its consultants, will use innovative outreach methods to ensure a comprehensive, community-driven plan. Davis expressed enthusiasm for the project and commitment to delivering long-term benefits to residents.

Mayor Pro Tem Flynn moved to authorize the Town Manager to negotiate and execute a professional service agreement with Parkhill in the amount of \$244,065 with an additional \$5,000 allowance for reimbursable expenses for the engagement, development, and implementation of the Town of Trophy Club Comprehensive Parks and Recreation Master Plan. Council Member Oldham seconded the motion.

VOTE ON MOTION

AYES: Bauer, Beach, Flynn, Tiffany, Sheridan, Rowe, Oldham

NAYES: None

VOTE: 7-0

ADJOURNMENT

Mayor Tiffany adjourned the Town Council meeting at 8:34 p.m.

Jeannette Tiffany, Mayor

Attest:

Tammy Dixon, Town Secretary



TOWN COUNCIL COMMUNICATION

MEETING DATE: November 12, 2024

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute a purchase agreement with Caldwell County Chevrolet for the purchase of a Chevrolet 3500 for the Street Department in the amount of \$68,901. (Matt Cox, Director of Community Development)

BACKGROUND/SUMMARY: In FY 2025, the Trophy Club Street Department will replace one street maintenance vehicle. The vehicle being replaced is ten years old, has 100,873 miles, and experiences higher maintenance issues that impact the use of the vehicle for street maintenance purposes. The Street Department will purchase a Chevrolet 3500. This vehicle is critical to maintaining the department's fleet, ensuring staff can perform their duties effectively and safely. Replacing this vehicle ensures fleet reliability, reduces maintenance costs, and enhances operational readiness.

The purchase of the Chevrolet 3500 from Caldwell County Chevrolet will be made through the BuyBoard cooperative purchasing group.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The purchase of a replacement vehicle for the Street Department is budgeted for in the FY 2025 Budget in the Community Development Equipment Replacement Fund.

LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the contract as to form and legality.

ATTACHMENTS:

1. Purchase Quote

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute a purchase agreement with Caldwell County Chevrolet for the purchase of a Chevrolet 3500 for the Street Department in the amount of \$68,901.

CALDWELL COUNTRY CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD BID 724-23

End User: CITY OF TROPHY CLUB

Caldwell Rep: BEN LAUREANO QUOTE#101024

Contact: KEVIN O'DELL

Phone: 979-567-6155

Phone/email: KODELL@TROPHYCLUB.ORG

Date: Thursday, October 10, 2024

Product Description: CHEVROLET 3500HD CHASSIS CAB

email: ben@caldwellcountry.com

A. Bid Series: 18

A. Base Price: \$ 59,116.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
CK31043	2024 CHEVROLET 3500HD CREW CAB	INCL		DUAL REAR WHEELS	INCL
	4WD CC 177"WB/60" CA	INCL		CRUISE CONTROL	INCL
AZ3	SEATS, FRONT 40/20/40	INCL		DEFOGGER, REAR WINDOW	INCL
GU6	REAR AXLE, 3.42 RATIO	INCL		GLASS, DEEP TINTED	INCL
H2G	JET BLACK, VINYL SEAT TRIM	INCL		POWER WINDOW/LOCK	INCL
VYU	SNOW PREP PACKAGE	INCL		FLOOR COVERING VINYL	INCL
5N5	REAR CAMERA KIT	INCL		SKID PLATES	INCL
PCV	WT CONVENIENCE PACKAGE	INCL		REAR WINDOW DEFOGGER	INCL
MGU	TRANS ALLISON 10-SPEED AUTO	INCL			
L5P	ENGINE 6.6L DIESEL	INCL			

Total of B. Published Options:

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 0.0 %

Disclaimer	Options	Bid Price
PRICES/QUOTES ARE VALID FOR THIRTY (30) DAYS DUE TO SUPPLY CHAIN CONSTRAINTS. RE-VERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER A PURCHASE ORDER IS ISSUED	GAZ-SUMMIT WHITE / VIN# RF383927	COLOR / DELIVERY

Total of C. Unpublished Options:

\$ -

D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:

\$ -

E. UPFITTERS: GENERAL SO236908 - 9' GOOSENECK BED 4 BOXES

\$ 9,385.00

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

H. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

I. Contract Price Adjustment:

\$ -

J. Additional Delivery Charge: miles

\$ -

K. Subtotal:

\$ 68,501.00

L. Quantity Ordered 1 x K =

\$ 68,501.00

M. Trade in:

N. BUYBOARD FEE PER PURCHASE ORDER

\$ 400.00

O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE

\$ 68,901.00



TOWN COUNCIL COMMUNICATION

MEETING DATE: November 12, 2024

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute a purchase agreement with Associated Supply Co. Inc. for the purchase of a Husqvarna Concrete Saw in the amount of \$39,000. (Matt Cox, Director of Community Development)

BACKGROUND/SUMMARY: In FY 2025, the Trophy Club Street Department will replace its existing Husqvarna concrete saw, which has been in service for over ten years and now requires frequent maintenance that impacts its reliability for street maintenance tasks. This equipment is essential for enabling staff to perform their duties effectively, efficiently, and safely. Replacing it will reduce maintenance costs and enhance operational readiness.

The new Husqvarna concrete saw will be purchased through the BuyBoard cooperative purchasing group, ensuring a streamlined and cost-effective procurement process.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The purchase price for the Husqvarna concrete saw is \$39,000, which is budgeted for in the FY 2025 Budget in the Community Development Equipment Replacement Fund.

LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the contract as to form and legality.

ATTACHMENTS:

1. Purchase Quote

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute a purchase agreement with Associated Supply Co. Inc. for the purchase of a Husqvarna Concrete Saw in the amount of \$39,000.



Proposal

TROPHY CLUB BuyBoard #685-22

QUO-35830-X7L1Y1

Dealer :

Customer :

TROPHY CLUB
1 Trophy Wood Drive
TROPHY CLUB, TX 76262-5420

Chase Harmon

KEVIN ODELL

<u>Equipment</u>				
Year	Serial Number	Description	Equipment Tag	Price
		Husqvarna FS5000D Concrete Saw	FS5000D HUS	\$ 39,000.00
Sub Total:				\$ 39,000.00
<u>Equipment Specification</u>				
FS5000 D 36" blade guard Part number 967207318				
<u>Pricing Summary</u>				
Trade-In Amount				\$ 0.00
Net Purchase Price				\$ 39,000.00
Grand Total				\$ 39,000.00

<u>Finance Option #1</u>	
Months	0
Rate	0
Est. Monthly Pmt	\$ 0.00

Do not wire money without verbal confirmation of wiring instructions by an ASCO team member.
There are numerous reports of people being taken advantage of by bad actors, so please be diligent to protect yourselves.

ADDITIONAL TERMS AND CONDITIONS

This proposal is subject to the additional ASCO Terms and Conditions which are attached to and made a part of this proposal by reference. Customer should read the Terms and Conditions and consult with an attorney or legal advisor to answer questions regarding this proposal or the Terms and Conditions. This proposal is a contract between the parties upon signature by the customer and acceptance by seller's management. Effective on the latest date shown below the signature of each party. Price, terms, and delivery date are subject to approval by the management of ASCO. This proposal expires 10 days from the date stated above unless the proposal has been signed by both the customer and ASCO

Accepted :

Proposed :

 Customer

 Chase Harmon

TERMS AND CONDITIONS
[MADE PART OF THE PROPOSAL FOR THE PURCHASE OF EQUIPMENT]

1. General. These Terms and Conditions are part of the Proposal, which becomes a contract upon Seller's acceptance of the Proposal.

2. Payment of Net Purchase Price. Unless otherwise stated in the Proposal, Buyer (sometimes referred to in the Proposal as the "Customer") will pay ASCO (the "Seller") the Net Purchase Price for the Equipment as stated in the Proposal on or before the delivery of the Equipment. Seller reserves the right to require from Buyer a cash down payment (the "Cash Down Payment") to be paid by check or wire transfer of funds prior to the order or the delivery of the Equipment from the Manufacturer. Any required Cash Down Payment must be received within 3 business days after the date that such payment is requested; otherwise, Seller will have the option of terminating this Proposal, in which event neither party will any further duties or obligations hereunder. The balance of the Sales Price (after crediting the "Cash Down Payment," if any) will be paid by Buyer by check or wire transfer of funds immediately preceding the delivery of the Equipment, and upon Buyer being notified by ASCO that the Equipment is available for delivery. Any Cash Down Payment is non-refundable due to Buyer's inability to obtain financing, or for any other reason resulting from Buyer's inability or unwillingness to purchase the Equipment; however, Buyer will be entitled to a refund of the Cash Down Payment upon ASCO'S failure to perform its obligations under the Proposal or should the Manufacturer fail to fulfill the order within a reasonable period of time. The amount of the Cash Down Payment may vary depending on circumstances or financing related to each sale. If Buyer is obtaining financing for the purchase of the Equipment from a third party lender, such financing must be obtained within 3 business days from the date of this Proposal; and if such financing is not obtained, this Proposal may be terminated at the option of either party. Unless otherwise described in this Proposal, no financing is being offered by Seller.

3. Cancellation Charge. A cancellation charge of 20% of the Total Purchase Price is payable by Customer on all cancelled orders.

4. Taxes, Delivery Fees and Other Fees. Any taxes related to the sale of the Equipment will be paid by Buyer at the time that such taxes become due. Unless otherwise stated in the Proposal, the Net Purchase Price DOES NOT include any applicable taxes, delivery fees, or other applicable fees.

5. Trade-in Equipment. If the Trade-in Equipment is not being delivered to Seller until after the effective date of this Proposal, Buyer represents and warrants to Seller that there will not be a material increase in the hours of use on the Trade-in Equipment or a material change in the condition of the Trade-in Equipment; and, if Seller determines in its sole opinion that such a material change has occurred, Seller will be entitled to reappraise the Trade-in Equipment at the time of receipt

of such equipment and to adjust the Trade Allowance and Net Trade Allowance as stated in the Proposal. If Seller reappraises the Trade-in Equipment at an amount which is less than the original Trade Allowance by more than five percent (5%), Buyer may terminate this Proposal provided that such termination is made prior to the delivery of the Equipment; and, provided further that upon such termination, Seller has the option of retaining all or any portion of the Cash Down Payment as reimbursement for expenses incurred in regard to this transaction.

6. Non-Performance by Seller. Seller is excused from performance under the terms of this Proposal if delivery is delayed, or rendered impractical or impossible by work stoppages, strikes, delays in transportation, inability to obtain labor or materials, supply-chain delays, and by any other cause or reason beyond the reasonable control of Seller, including but not limited to acts of God, disease, pandemic, weather, and civil unrest or insurrection; and if Seller is unable to perform for the reasons stated in this paragraph, Buyer's sole remedy is termination of this Proposal and the return of its Cash Down Payment, if any.

7. Buyer's Default. Should Buyer default under the terms of this Proposal, ASCO may terminate this Proposal and retain the Cash Down Payment as liquidated damages; or, ASCO may seek such other relief as provided by law or in equity. Upon ASCO's failure to deliver the Equipment (other than its failure to timely deliver the Equipment due to the fault of Manufacturer or any third party, which shall not be a default by ASCO), Buyer may, as its sole remedies, terminate this Proposal and receive a refund of the Cash Down Payment; or, Buyer may enforce specific performance of ASCO'S obligations under this Proposal, provided that the Equipment can be obtained by ASCO from the Manufacturer within a reasonable period of time. An action for specific performance by either party must be initiated, if at all, within 90 days after the alleged breach of this Proposal. Until Buyer has fully paid for the Equipment, ASCO retains a lien on the Equipment in accordance with the *Texas Business and Commerce Code* and Buyer authorizes ASCO to perfect such lien by filing a financing statement with any governmental filing offices as required for perfecting such lien. *Under no circumstances will ASCO be liable to Buyer for any consequential, special, indirect, incidental, exemplary, or punitive damages, including without limitation, loss of profits, loss of business opportunity, or loss of prospective revenue, arising out of this Proposal or the Equipment to be provided under this Proposal. The prevailing party in any litigation shall be entitled to recover reasonable attorney's fees and court costs.*

8. Entire Agreement; Modification. This Proposal constitutes the entire agreement between the parties, and any modification or amendment must be in writing and signed by authorized representatives of both Buyer and Seller.

9. Jurisdiction and Venue. This Proposal shall be construed and enforced in all respects in accordance with the laws of the State of Texas and the laws of the United States applicable to transactions in Texas, and venue for any lawsuits or legal proceedings related to this Proposal or the Equipment will be in Lubbock County, Texas.

10. Delivery: The risk of loss will pass to Buyer immediately upon the Equipment being: (i) picked up by Buyer or (ii) delivered to customer's location. The delivery of the Equipment as described above is subject to performance and delivery by the manufacturer of the Equipment (the "Manufacturer"), which the Seller and Buyer agree may cause the actual delivery date to vary, and which Seller is unable to control. If Seller has provided Buyer with an "estimated lead time" for delivery of the Equipment, Buyer agrees that the lead time has been provided by the Manufacturer of the Equipment and Buyer is given notice that such time may vary depending on circumstances which are beyond the control of Seller. Seller's delivery of the Equipment to Buyer by any date stated in the Proposal, if any, is subject to Manufacturer's delivery of the Equipment to Seller in accordance with the lead time provided solely by the Manufacturer.

11. Completion of Blanks. Buyer authorizes Seller to unilaterally insert the serial number(s) and/ or model numbers of the Equipment on the previous pages of this Proposal for the purpose of identifying the Equipment or correcting errors.

12. Price Increases. If the equipment is being ordered from the manufacturer, the price stated herein is an estimate; and, to reflect any increases due to material availability or other factors beyond the control of Seller, the price stated in this Proposal is subject to increase to reflect any price increase imposed by the manufacturer between the date of this Proposal and the delivery date of the Equipment to Buyer.

13. Final Agreement; Buyer's Performance.. All sales are expressly conditional on Buyer's agreement to these Terms and Conditions which are part of the Proposal. Buyer's execution of this Proposal; or, any order or statement of intent by Buyer to purchase the Equipment and/ or any other products or services as described in this Proposal from ASCO; or, any directions by Buyer to proceed with procurement or shipment of the Equipment or any other products or services described in this Proposal; or, acceptance by Buyer of the Equipment, products and/ or services; or, payment of all or part of such Equipment, products and/ or Services as described in this Proposal; shall constitute assent to these Terms and Conditions by Buyer. Any different or additional terms and conditions proposed by Buyer in a purchase order or any other document, are objected to by ASCO and will not be binding upon ASCO unless specifically assented to in writing by an authorized representative of ASCO. The person signing this Proposal on behalf of Buyer is an authorized representative with authority to sign this Proposal.

14. DISCLAIMER OF WARRANTIES ON EQUIPMENT:

ASCO is not the manufacturer of the Equipment. The only warranties offered in regard to the Equipment are those of the Manufacturer. Warranty remedies offered by the Manufacturer of the Equipment are Customer's exclusive remedies. ASCO EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, RELATED TO THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, MERCHANTABLE QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. ASCO MAKES NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE EQUIPMENT; HOWEVER, ASCO'S DISCLAIMER OF WARRANTIES DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Customer is solely responsible for selecting the Equipment; and, ASCO has not selected the Equipment and is not responsible for the suitability of the Equipment for any use or purpose intended by Customer. Customer expressly waives any claim that it may have against ASCO based on any manufacturer product liability arising out of or related to the Equipment.

All used equipment is sold **AS IS, WHERE IS, and WITH ALL FAULTS**. Used equipment quoted in the Proposal is subject to prior sale and availability is not guaranteed.

ACCEPTED AND AGREED :

ASSOCIATED SUPPLY COMPANY, INC.

Signature of Buyer: _____

Seller's Representative: _____

Print Name: _____

Branch Manager: _____

Title: _____

Date: _____

Date: _____



TOWN COUNCIL COMMUNICATION

MEETING DATE: November 12, 2024

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute a purchase agreement with North Texas Sales & Distribution LLC for the purchase of a Hotsy pressure washer in the amount of \$28,953. (Matt Cox, Director of Community Development)

BACKGROUND/SUMMARY: In FY 2025, the Trophy Club Street Department will replace the current Hotsy pressure washer. The equipment being replaced is 12 years old and experiences higher maintenance issues that impact the use of the equipment for street maintenance purposes. This piece of equipment ensures staff can perform their duties effectively, efficiently, and safely. Replacing this equipment reduces maintenance costs and enhances operational readiness.

The purchase of Hotsy pressure washer equipment will be made through the BuyBoard cooperative purchasing group.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The purchase price for the Hotsy Pressure Washer is \$28,953, which is budgeted for in the FY 2025 Budget in the Community Development Equipment Replacement Fund.

LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the contract as to form and legality.

ATTACHMENTS:

1. Hotsy Purchase Quote
2. Hotsy Carlson Buyboard Contract
3. Hotsy Carlson Buyboard Contract Renewal

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute a purchase agreement with North Texas Sales & Distribution LLC for the purchase of a Hotsy pressure washer in the amount of \$28,953.



North Texas Sales & Distribution
DBA: Hotsy Equipment Co.

Town Of Trophy Club - Hotsy Hss-503069e

TOWN OF TROPHY CLUB

100 Municipal Dr
Trophy Club, TX 76262
United States

Kevin O'dell
kodell@trophyclub.org
6822373936

Reference: 20240621-085328358
Quote created: June 21, 2024
Quote expires: November 3, 2024
Quote created by: David Bihm

dbihm@nortexss.com
+12148023603

Comments from David Bihm

Products & Services

Item & Description	Quantity	Unit Price	Total
HSS-503069E MODEL: HSS-503069 PART NO: 1.110-604 GPM:5 PSI: 3000 ENGINE MODEL: Kubota Z602-E4B CCs: 599 BURNER: 12V DC BTU/HR:465000 PUMP MODEL: HX5843R.2 HOSE: 50'-3/8" DIMENSIONS (LxWxH): 73"x37"x64" SHIP WT (LBS): 1305	1	\$31,920.00	\$31,920.00
Battery and Machine Prep 12v DC Battery and Machine Prep	1	\$225.00	\$225.00
One-time subtotal			\$32,145.00
Buy Board Vendor ID#672-22 Discount			(\$3,192.00)
Total			\$28,953.00

Purchase terms

Questions? Contact me



David Bihm

dbihm@nortexss.com

+12148023603

North Texas Sales and Distribution DBA: Hotsy Equipment Co. Visit us at Nortexss.com

10205 N. Walton Walker Blvd.

Dallas, TX 75220

United States

4/27/2022

Sent Via Email: wayne@hotsycarlson.com

Wayne Beardsley
Hotsy Carlson Equipment Company (RS Equipment Co LLC)
4714 Nuckols Crossing Rd
Austin, TX 78744

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation No. 672-22, Water and Wastewater Pumps and Motors

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 July 1, 2022 through June 30, 2023, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 672-22 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

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

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

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

Sincerely,



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



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

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Water and
Wastewater Pumps and Motors

Proposal Due Date/Opening Date and Time:
January 20, 2022, at 4:00 PM

Proposal Invitation Number: 672-22

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

Contract Term: July 1, 2022, through June 30,
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.

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



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: wb



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: wb



RESIDENT /NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- ☐ I certify that my company is a **Resident Proposer**.
☐ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name Address

City State Zip Code

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

DEBARMENT CERTIFICATION

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

VENDOR EMPLOYMENT CERTIFICATION

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

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

Please check (✓) one of the following:

- ☐ Yes ☐ No

Initial: wb



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: wb



NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

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

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

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

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

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

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

Certification Number: _____

Name of Certifying Agency: _____

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

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

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

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

Initial: wb



CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

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

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

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

Initial: wb



DEVIATION AND COMPLIANCE

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

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

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

Please check (√) one of the following:

- ☐ **No;** Deviations
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

Initial: wb



VENDOR CONSENT FOR NAME BRAND USE

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

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

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

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

OPT OUT:

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

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

Initial: wb



CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

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

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

Please check (✓) one of the following:

☐

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

☐

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

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

Confidential / Proprietary Information:

(Attach additional sheets if needed.)

Initial: wb



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

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: wb



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: wb



3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☐ **YES**, I agree.

☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

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

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

☐ **YES**, I agree.

☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

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

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

☐ **YES**, I agree.

☐ **NO**, I do not agree.

Initial: wb



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: wb



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: wb



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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

Company Name

Signature of Authorized Company Official

Printed Name and Title

Date



PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

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

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

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

VENDOR BUSINESS NAME

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

Name of Proposing Company: _____

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

Please check (✓) one of the following:

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

State of Incorporation (if applicable): _____

Federal Employer Identification Number: _____
*(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.)*

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <i>F S Holdings, Inc.</i>	
2 Business name/disregarded entity name, if different from above <i>Texas Enterprises, Inc. Aba Hotzy Carlson Equipment</i>	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. <i>P.O. Box 666</i>	Requester's name and address (optional)
6 City, state, and ZIP code <i>Austin, Tx. 78762</i>	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
or	
Employer identification number	
74	1858874

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Cody Douglas VP of Treasury & Credit</i>	Date ► <i>12/30/2021</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



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: \$_____. (The period of the 12-month period is ____/____). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
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			

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

CURRENT BUYBOARD VENDORS

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

Current Discount (%): _____

Proposed Discount (%): _____

Explanation: _____



GOVERNMENTAL REFERENCES

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

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1. _____					
2. _____					
3. _____					
4. _____					
5. _____					

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

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal.** (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

We call Texas home.

When it comes to cleaning, you need a name you can trust. That name in Central Texas is Hotsy Carlson. Why? Because we carry Hotsy pressure washers and parts washers and Water Maze wash water treatment equipment – two brands considered to be best in class – and so many more solutions to tackle any cleaning job.

We're proud to call Texas home and provide unparalleled service and equipment to our Texas compadres. Here's 4 good reasons to work with Hotsy:

Hotsy Carlson has been serving the cleaning needs of businesses in Central and South Texas and the Hill Country since 1974

- Like you, we know the value of Service, Safety and Cleanliness.
- We want to establish a long-term relationship with our customers, and we are willing to customize our services around your business needs.
- We offer a library of films and books about the industry that you may check out for five days.
- We have a full line of rental units to serve any short- or long-term cleaning need.

At Hotsy Carlson, We Know CLEAN and we know what you need from your pressure washing equipment

- Our unique solutions to CLEAN help you be more productive, more effective and more safe during your cleaning operations.
- We know what you want – good inspections, quick and effective maintenance, and more uptime. CLEAN helps you achieve each of those goals and much more.
- Starting with our CLEAN Accountability Plan, we can assess and evaluate your needs and help put together a comprehensive program to keep your machinery and equipment running efficiently, effectively and safely at all times.

The right training can avoid costly repairs or avoid unnecessary damages to your equipment

- Each customer receives complete on-site safety, operational and maintenance training.
- Training for users is provided by our cleaning consultant, who offers comprehensive knowledge and years of experience with pressure washers and other cleaning machinery and equipment.

We manufacture our own line of detergents

- Our cleaning detergents are some of the the strongest concentrates and most cost-effective products on the market.
- Bulk programs are available at huge discounts

TEXAS REGIONAL SERVICE DESIGNATION

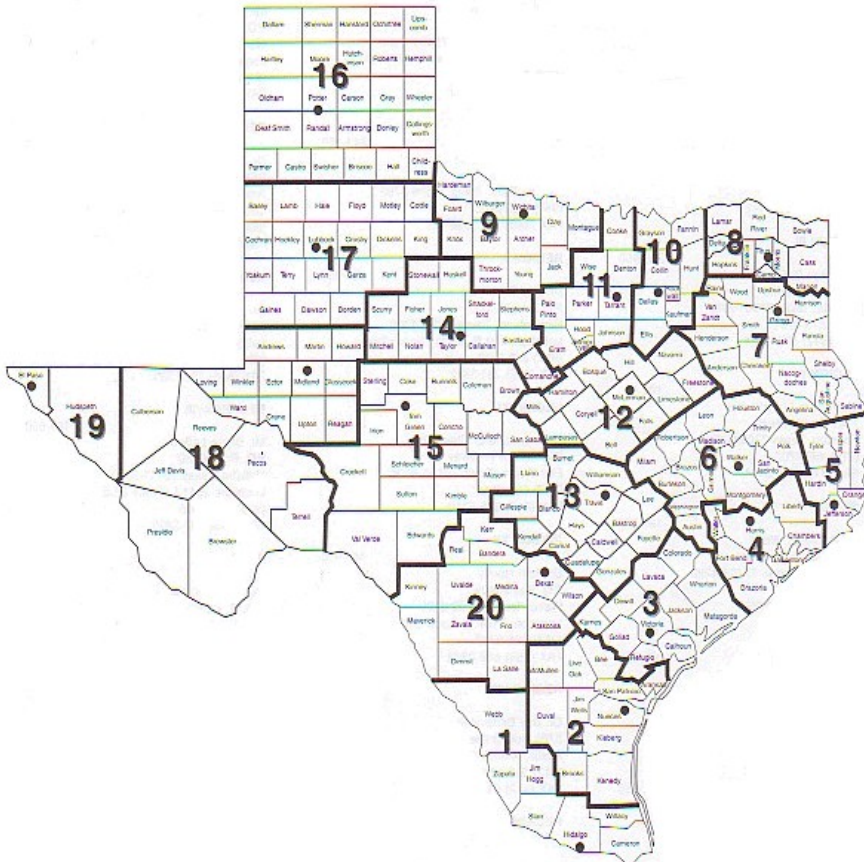
This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

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

Regional Education Service Centers

Region and Headquarters

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





STATE SERVICE DESIGNATION

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

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

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

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

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

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



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.

Name of Vendor

A handwritten signature in blue ink, appearing to be "H. R. J.", written over a horizontal line.

Proposal Invitation Number

Signature of Authorized Company Official

Printed Name of Authorized Company Official

Date



LOCATION / AUTHORIZED SELLER LISTINGS

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

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)



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MANUFACTURER DEALER DESIGNATION

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

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

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

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

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

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

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



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.

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.

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.



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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.

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.

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.

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.



REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- ☐ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

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

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

- ☐ Reviewed/Completed: **Vendor Business Name**
- ☐ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system*)
- ☐ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
- ☐ Reviewed/Completed: **Governmental References**
- ☐ Reviewed/Completed: **Company Profile**
- ☐ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system*)
- ☐ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system*)
- ☐ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** (*Vendors serving outside Texas only*)
- ☐ Reviewed/Completed: **Local/Authorized Seller Listings**
- ☐ Reviewed/Completed: **Manufacturer Dealer Designation**
- ☐ Reviewed/Completed: **Proposal Invitation Questionnaire**
- ☐ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** (*Optional*)
- ☐ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.*



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: Equipment, Products, and Supplies

1. Discount (%) off catalog/pricelist for **Water and Wastewater Pumps - Wholesale Product Line.**
2. Discount (%) off catalog/pricelist for **Water and Wastewater Pumps - Engineered Product Line** (For this line-item vendor shall propose base model engineered water pumps. Engineered product options, see line #3 below, will be selected by the Cooperative member at the time of order).
3. Discount (%) off catalog/pricelist for **Water and Wastewater Pumps - Optional Equipment and Parts for Engineered Product Line** (Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND PARTS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.)
4. Discount (%) off catalog/pricelist for **Water and Wastewater Pumps - Utility Services Sewer Lift Station.**
5. Discount (%) off catalog/pricelist for **Parts for Water and Wastewater Pumps and Motors.**
6. Discount (%) off catalog/pricelist for **Package Residential and Commercial Waste Grinder Station.**
7. Discount (%) off catalog/pricelist for **All Other Water and Wastewater Pumps and Motor Related Products.**

Section II: Compliance Services - Water and Wastewater System Operators

8. Discount (%) off catalog/pricelist for **Compliance Services for Water and Wastewater System Operators** - (evaluation and testing for compliance of water and wastewater, development/review of emergency response plans, training/continuing education for risk management plan compliance, development/review of client process plans for regulatory compliance with the Environmental Protection Agency (EPA) or other regulatory agency audit requirements and related services).

Section III: Installation and Repair Service

9. **Hourly Labor Rate for Installation/Repair Service of Water and Wastewater Pumps, Motors, and Related Items -- Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.



672-22

**Hotsy Carlson Equipment Company
RS Equipment Co LLC
Supplier Response**

Event Information

Number: 672-22
Title: Water and Wastewater Pumps and Motors
Type: Request for Proposal
Issue Date: 11/10/2021
Deadline: 1/20/2022 04:00 PM (CT)
Notes:

The Local Government Purchasing Cooperative (BuyBoard)

Proposal Invitation No. 672-22

Water and Wastewater Pumps and Motors

Proposal Due Date and Time: January 20, 2022, at 4:00 PM

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

1. View and download the forms.

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

2. To submit completed proposal.

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

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

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

Hotsy Carlson Equipment Company Information

Contact: Wayne Beardsley
Address: 4714 Nuckols Crossing Road
Austin, TX 78744
Phone: (512) 442-2267
Fax: (512) 442-3190
Toll Free: (800) 776-8310
Email: wayne@hotsycarlson.com
Web Address: www.hotsycarlson.com

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

Harold Wayne Beardsley IV

Signature

wayne@hotsycarlson.com

Email

Submitted at 1/19/2022 1:47:50 PM

Requested Attachments

BuyBoard Proposal Invitation No. 672-22 Water and Wastewater Pumps and Motors Hotsy Carlson Catalog.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

Hotsy Carlson Catalog.pdf

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 100MB. (Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed No response

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Company Profile

We call Texas home.pdf

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification W9 - Texas Enterprises, Inc. dba Hotsy Carlson Equipment - 12.30.2021.pdf

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

Bid Attributes

1 Federal Identification Number

Federal Identification Number

74-1858874

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 ☐ <i>Women Owned Business (Yes)</i>
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) ☐ <i>Service-Disabled Veteran Owned Business (Yes)</i>
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 Wayne Beardsley
14	Vendor Proposal/Contract Contact E-mail Address Vendor Proposal/Contract Contact E-mail Address wayne@hotsycarlson.com
15	Vendor Proposal/Contract Mailing Address Vendor Proposal/Contract Mailing Address 4714 Nuckols Crossing Rd
16	Vendor Proposal/Contract Mailing Address - City Vendor Proposal/Contract Mailing Address - City Austin
17	Vendor Proposal/Contract Mailing Address - State Vendor Proposal/Contract Mailing Address - State (Abbreviate State Name) TX
18	Vendor Proposal/Contract Mailing Address - Zip Code Vendor Proposal/Contract Mailing Address - Zip Code 78744

19	Vendor Proposal/Contact Phone Number Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx) 512-442-2267
20	Vendor Proposal/Contact Extension Number Vendor Proposal/Contact Extension Number 304
21	Company Website Company Website (www.XXXXX.com) https://www.hotsycarlson.com
22	Purchase Orders Contact Information All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders. Please select options below for receipt of Purchase Orders and provide the requested information: • I will use the internet to receive Purchase Orders at the following address Yes
23	Purchase Order E-mail Address Purchase Order E-mail Address wayne@hotsycarlson.com
24	Purchase Order Contact Name Purchase Order Contact Name Wayne Beardsley
25	Purchase Order Contact Phone Number Purchase Order Contact Phone Number (xxx-xxx-xxxx) 512-442-2267
26	Purchase Order Contact Extension Number Purchase Order Contact Extension Number 304
27	Alternate Purchase Order E-mail Address Alternate Purchase Order E-mail Address info@hotsycarlson.com
28	Alternate Purchase Order Contact Name Alternate Purchase Order Contact Name LB Schultz

29	Alternate Purchase Order Contact Phone Number Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx) 512-442-2267
30	Alternate Purchase Order Contact Extension Number Alternate Purchase Order Contact Extension Number 315
31	Purchase Orders Contact Information All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders. Please select options below for receipt of Purchase Orders and provide the requested information: Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract. No
32	Request for Quotes (RFQs) Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:
33	Request for Quote (RFQ) E-mail Address Request for Quote (RFQ) E-mail Address wayne@hotsycarlson.com
34	Request for Quote (RFQ) Contact Name Request for Quote (RFQ) Contact Name Wayne Beardsley
35	Request for Quote (RFQ) Contact Phone Number Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) 512-442-2267
36	Request for Quote (RFQ) Contact Extension Number Request for Quote (RFQ) Contact Extension Number 304
37	Alternate Request for Quote (RFQ) E-mail Address Alternate Request for Quote (RFQ) E-mail Address LB@hotsycarlson.com
38	Alternate Request for Quote (RFQ) Contact Name Alternate Request for Quote (RFQ) Contact Name LB Schultz

39	Alternate Request for Quote (RFQ) Contact Phone Number Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) 512-442-2267
40	Alternate Request for Quote (RFQ) Contact Extension Number Alternate Request for Quote (RFQ) Contact Extension Number 315
41	Invoices Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.
42	Invoices Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information: (a) Service fee invoices and related communications should be provided directly to my company at: or (b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent: <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> Service fee invoices and notices direct to company
43	Invoice Company Name Invoice Company Name Hotsy Carlson Equipment
44	Invoice Company Department Name Invoice Company Department Name Hotsy Carlson Equipment Accounting
45	Invoice Contact Name Invoice Contact Name Imelda Acosta
46	Invoice Mailing Address Invoice Mailing Address (P.O. Box or Street Address) 4714 Nuckols Crossing Rd
47	Invoice Mailing Address - City Invoice Mailing Address - City Austin

48	Invoice Mailing Address - State Invoice Mailing Address - State (Abbreviate State Name) Texas
49	Invoice Mailing Address - Zip Code Invoice Mailing Address (Zip Code) 78744
50	Invoice Contact Phone Number Invoice Contact Phone Number (xxx-xxx-xxxx) 512-442-2267
51	Invoice Contact Extension Number Invoice Contact Extension Number 314
52	Invoice Contact Fax Number Invoice Contact Fax Number (xxx-xxx-xxxx) 512-442-3190
53	Invoice Contact E-mail Address Invoice Contact E-mail imelda@hotsycarlson.com
54	Invoice Contact Alternate E-mail Address Invoice Contact Alternate E-mail Address steve@hotsycarlson.com
55	Billing Agent Company Name Billing Agent Company Name N/A
56	Billing Agent Department Name Billing Agent Department Name N/A
57	Billing Agent Contact Name Billing Agent Contact Name N/A
58	Billing Agent Mailing Address Billing Agent Mailing Address (P.O. Box or Street Address) N/A
59	Billing Agent Mailing Address - City Billing Agent Mailing Address - City N/A

60	Billing Agent Mailing Address - State Billing Agent Mailing Address - State (Abbreviate State Name) N/A
61	Billing Agent Mailing Address - Zip Code Billing Agent Mailing Address - Zip Code N/A
62	Billing Agent Contact Phone Number Billing Agent Contact Phone Number (xxx-xxx-xxxx) N/A
63	Billing Agent Contact Extension Number Billing Agent Contact Extension Number N/A
64	Billing Agent Fax Number Billing Agent Fax Number N/A
65	Billing Agent Contact E-mail Address Billing Agent Contact E-mail Address N/A
66	Billing Agent Alternative E-mail Address Billing Agent Alternative E-mail Address N/A
67	Shipping Via Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other Prepaid and Add to Invoice
68	Payment Terms <i>Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).</i> Net 30
69	Vendor's Internal/Assigned Reference/Quote Number Vendor's Internal/Assigned Reference/Quote Number No response
70	State or Attach Return Policy Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative. 25% restocking Fee within 30 days

7 1	Electronic Payments Are electronic payments acceptable to your company? Yes
7 2	Credit Card Payments Are credit card payments acceptable to your company? Yes
7 3	Texas Regional Service Designation Texas Regional Service Designation - Refer to Form in Proposal Invitation The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you must indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. <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> 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.
7 4	Company Name Company Name Hotsy Carlson Equipment Co
7 5	Texas Regional Service Designation Select only one of the following options. If you select "I will NOT serve all Regions of Texas", you must then check the individual Regions you wish to serve. All Regions
7 6	Region 1 Region 1 - Edinburg ☐ <i>Region 1 (1)</i>
7 7	Region 2 Region 2 - Corpus Christi ☐ <i>Region 2 (2)</i>
7 8	Region 3 Region 3 - Victoria ☐ <i>Region 3 (3)</i>
7 9	Region 4 Region 4 - Houston ☐ <i>Region 4 (4)</i>
8 0	Region 5 Region 5 - Beaumont ☐ <i>Region 5 (5)</i>

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

9 3	Region 18 Region 18 - Midland ☐ <i>Region 18 (18)</i>
9 4	Region 19 Region 19 - El Paso ☐ <i>Region 19 (19)</i>
9 5	Region 20 Region 20 - San Antonio ☐ <i>Region 20 (20)</i>
9 6	State Service Designation State Service Designation - Refer to Form in Proposal Invitation. As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. <i>(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.</i> If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. <i>By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.</i>
9 7	Company Name Company Name Hotsy Carlson Equipment Co.
9 8	State Service Designation Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve. I will not serve all states in the United States
9 9	Alabama Alabama ☐ <i>Alabama (AL)</i>
1 0 0	Alaska Alaska ☐ <i>Alaska (AK)</i>
1 0 1	Arizona Arizona ☐ <i>Arizona (AZ)</i>

102	Arkansas Arkansas ☐ <i>Arkansas (AR)</i>
103	California California (Public Contract Code 20118 & 20652) ☐ <i>California (CA)</i>
104	Colorado Colorado ☐ <i>Colorado (CO)</i>
105	Connecticut Connecticut ☐ <i>Connecticut (CT)</i>
106	Delaware Delaware ☐ <i>Delaware (DE)</i>
107	District of Columbia District of Columbia ☐ <i>District of Columbia (DC)</i>
108	Florida Florida ☐ <i>Florida (FL)</i>
109	Georgia Georgia ☐ <i>Georgia (GA)</i>
110	Hawaii Hawaii ☐ <i>Hawaii (HI)</i>
111	Idaho Idaho ☐ <i>Idaho (ID)</i>
112	Illinois Illinois ☐ <i>Illinois (IL)</i>
113	Indiana Indiana ☐ <i>Indiana (IN)</i>

1 1 4	Iowa Iowa ☐ <i>Iowa (IA)</i>
1 1 5	Kansas Kansas ☐ <i>Kansas (KS)</i>
1 1 6	Kentucky Kentucky ☐ <i>Kentucky (KY)</i>
1 1 7	Louisiana Louisiana ☐ <i>Louisiana (LA)</i>
1 1 8	Maine Maine ☐ <i>Maine (ME)</i>
1 1 9	Maryland Maryland ☐ <i>Maryland (ME)</i>
1 2 0	Massachusetts Massachusetts ☐ <i>Massachusetts (MA)</i>
1 2 1	Michigan Michigan ☐ <i>Michigan (MI)</i>
1 2 2	Minnesota Minnesota ☐ <i>Minnesota (MN)</i>
1 2 3	Mississippi Mississippi ☐ <i>Mississippi (MS)</i>
1 2 4	Missouri Missouri ☐ <i>Missouri (MO)</i>
1 2 5	Montana Montana ☐ <i>Montana (MT)</i>

1 2 6	Nebraska Nebraska ☐ <i>Nebraska (NE)</i>
1 2 7	Nevada Nevada ☐ <i>Nevada (NV)</i>
1 2 8	New Hampshire New Hampshire ☐ <i>New Hampshire (NH)</i>
1 2 9	New Jersey New Jersey ☐ <i>New Jersey (NJ)</i>
1 3 0	New Mexico New Mexico ☐ <i>New Mexico (NM)</i>
1 3 1	New York New York ☐ <i>New York (NY)</i>
1 3 2	North Carolina North Carolina ☐ <i>North Carolina (NC)</i>
1 3 3	North Dakota North Dakota ☐ <i>North Dakota (ND)</i>
1 3 4	Ohio Ohio ☐ <i>Ohio (OH)</i>
1 3 5	Oklahoma Oklahoma ☐ <i>Oklahoma (OK)</i>
1 3 6	Oregon Oregon ☐ <i>Oregon (OR)</i>
1 3 7	Pennsylvania Pennsylvania ☐ <i>Pennsylvania (PA)</i>

1 3 8	Rhode Island Rhode Island ☐ <i>Rhode Island (RI)</i>
1 3 9	South Carolina South Carolina ☐ <i>South Carolina (SC)</i>
1 4 0	South Dakota South Dakota ☐ <i>South Dakota (SD)</i>
1 4 1	Tennessee Tennessee ☐ <i>Tennessee (TN)</i>
1 4 2	Texas Texas ☒ Texas (TX)
1 4 3	Utah Utah ☐ <i>Utah (UT)</i>
1 4 4	Vermont Vermont ☐ <i>Vermont (VT)</i>
1 4 5	Virginia Virginia ☐ <i>Virginia (VA)</i>
1 4 6	Washington Washington ☐ <i>Washington (WA)</i>
1 4 7	West Virginia West Virginia ☐ <i>West Virginia (WV)</i>
1 4 8	Wisconsin Wisconsin ☐ <i>Wisconsin (WI)</i>
1 4 9	Wyoming Wyoming ☐ <i>Wyoming (WY)</i>

Bid Lines

1	Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for Water and Wastewater Pumps - Wholesale Product Line . Catalog/Pricelist MUST be included or proposal will not be considered.
	Total: 10%
	Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:
	• Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed
Item Attributes	
1. State Name of Catalog/Pricelist Proposed with Discount Percentage	
<u>NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".</u>	
Hotsy Carlson Catalog	

2	Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for Water and Wastewater Pumps - Engineered Product Line (For this line-item vendor shall propose base model engineered water pumps. Engineered product options, see line #3 below, will be selected by the Cooperative member at the time of order). Catalog/Pricelist MUST be included or proposal will not be considered.
	Total: 10%
	Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:
	• Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed
Item Attributes	
1. State Name of Catalog/Pricelist Proposed with Discount Percentage	
<u>NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".</u>	
Hotsy Carlson Catalog	

3 Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Water and Wastewater Pumps - Optional Equipment and Parts for Engineered Product Line** (Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND PARTS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.) **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".

4 Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Water and Wastewater Pumps - Utility Services Sewer Lift Station.** **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".

5 Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Parts for Water and Wastewater Pumps and Motors**. **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".

6 Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Package Residential and Commercial Waste Grinder Station**. **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".

7 Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **All Other Water and Wastewater Pumps and Motor Related Products**. **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".

8 Section II: Compliance Services - Water and Wastewater System Operators - Discount (%) off catalog/pricelist for **Compliance Services for Water and Wastewater System Operators** - (evaluation and testing for compliance of water and wastewater, development/review of emergency response plans, training/continuing education for risk management plan compliance, development/review of client process plans for regulatory compliance with the Environmental Protection Agency (EPA) or other regulatory agency audit requirements and related services). **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: Installation and Repair Service - Hourly Labor Rate for Installation/Repair Service of Water and Wastewater Pumps, Motors, and Related Items -- **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

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

May 18, 2024

Sent via email to: garrett@hotsycarlson.com

Garrett Fleitas
Hotsy Carlson Equipment Company
4714 Nuckols Crossing Rd
Austin, TX 78744

Re: Water and Wastewater Pumps and Motors
BuyBoard Contract 672-22

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Water and Wastewater Pumps and Motors, Contract 672-22, for which the current term is set to expire June 30, 2024. At this time, the BuyBoard is renewing your contract through June 30, 2025. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

final renewal v.02.13.2020



TOWN COUNCIL COMMUNICATION

MEETING DATE: November 12, 2024

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute a professional services agreement with Bureau Veritas North America, Inc. in an amount of not to exceed \$44,200 for on-call third party plan reviews, health inspections, and building inspections. (Matt Cox, Director of Community Development)

BACKGROUND/SUMMARY: The Community Development Department utilizes professional services provided by Bureau Veritas North America, Inc (BVNA) to assist staff with commercial and residential building inspections, and commercial and residential plan review. BVNA also assists staff with enforcement of Title 25 Texas Administrative Code Chapter 228, regarding the regulation of Trophy Club food establishments, known as the Texas Food Establishment Rules (TFER). The Community Development Department uses BVNA on an on-call as-needed basis throughout the year to provide staff support as a lower cost alternative to retaining specialized staff for these purposes.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The professional services agreement with Bureau Veritas North America, Inc. in the not-to-exceed amount of \$44,200 is budgeted for in the FY 2025 Community Development General Fund Budget.

LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the contract as to form and legality.

ATTACHMENTS:

1. Service Agreement

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute a professional services agreement with Bureau Veritas North America, Inc. in an amount of not to exceed \$44,200 for on-call third party plan reviews, health inspections, and building inspections.



**BUREAU VERITAS NORTH AMERICA, INC.
STANDARD PROFESSIONAL SERVICES AGREEMENT**

This STANDARD PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2024, by and between Bureau Veritas North America, Inc., ("BVNA"), and the Town of Trophy Club, Texas, ("Client").

These Terms and Conditions govern the work to be performed by Bureau Veritas North America, Inc. ("BVNA"), as specified in the proposal prepared by BVNA of which these Terms and Conditions are a part thereof.

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments "A" and "B" respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

AGREEMENT

1. **Initiation of Services:** During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Agreement.

2. **Scope of Services:** BVNA shall provide its services at the time, place, and in the manner specified in the proposal.

3. **Term.** This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually.

4. **Time of Performance:** The services of BVNA are to commence upon execution of this Agreement and shall continue until all authorized work is completed. BVNA shall use commercially reasonable best efforts

in performing services under these Terms and Conditions, and the Companion Documents ("Agreement"). Companion Documents shall mean any documents accompanying BVNA's Proposal, including but not limited to the Scope of Work, Fee Schedules or any other Exhibits specific to the project. BVNA shall not be responsible for failure to perform its services if i) there is a failure or delay by Client or its contractors in providing BVNA with the necessary access to properties, documentation, information, or materials; ii) Client or its contractors fail to approve or disapprove BVNA's work; or iii) if Client causes delays in any way whatsoever. In any of these events, BVNA's time for completion of its service shall be extended accordingly. BVNA shall not be responsible for failure to perform if such failure is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure or interruption, or any other cause reasonably beyond BVNA's control. In any of these events, BVNA's time for completion of its services shall be extended accordingly.

5. Compensation: Compensation to be paid to BVNA shall be in accordance with the Schedule of Fees set forth in accordance with the agreed upon fee schedule per project.

6. Method of Payment: BVNA shall submit monthly billings to Client describing the work performed during the preceding month. Client shall pay BVNA no later than thirty (30) days after receipt of the monthly invoice by Client's staff. If the invoice is not paid within such period, Client shall be liable to BVNA for a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen (18) percent per annum or the maximum rate allowed by law. Further, if the invoice is not paid within such period, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNA. Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney's fees. For work requiring a construction permit to be issued, the total fee will be billed when the permit is issued by the Jurisdiction.

7. Construction Monitoring: If BVNA is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the proposal, then this Section 7 shall apply. If BVNA's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, BVNA will report observations and professional opinions to Client. BVNA shall report to Client any observed work which, in BVNA's opinion, does not conform to plans and specifications. BVNA shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of BVNA, or BVNA's site representative, can be construed as modifying any agreement between Client and others. BVNA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of BVNA, nor the presence of BVNA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon BVNA any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to make BVNA an additional insured under any general contractor's General Liability insurance policy. Prior to the commencement of the Work, Client shall provide BVNA with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to BVNA and shall be endorsed to include: (1) BVNA as additional insured; (2) thirty (30) days prior written notice of cancellation or material change in any of the coverages; and (3) a waiver of subrogation as to BVNA. Each policy of insurance required shall be written by an insurance company with a minimum rating by A.M. Bests & Company of A-VI. This insurance shall be primary to any insurance available to BVNA. In the event BVNA expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other

health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

8. Ownership of Documents: All plans, studies, documents and other writings prepared by BVNA, its officers, employees and agents and subcontractors in the course of implementing this Agreement shall remain the property of the Client. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the “**Rights**”) are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 29 below, any such license granted by BVNA to the Client shall automatically terminate. BVNA may, however retain one archival copy of all reports delivered to Client and of all working papers necessary to support BVNA’s analysis, conclusions or recommendations.

9. Use of Data or Services: BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA’s analyses, reports, certifications, advice or reliance upon BVNA’s services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions, or in the Companion Documents. Client understands and agrees that BVNA’s analyses, reports, certifications and services shall be used solely by the Client, and only Client is allowed to rely on such work product. If a third party relies on the services, analyses, reports or certifications without BVNA’s written permission, then Client agrees to defend and indemnify BVNA from any claims or actions that are brought as a result of such reliance.

10. Independent Contractor: It is understood that BVNA, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Client. BVNA shall obtain no rights to retirement benefits or other benefits which accrue to Client’s employees, and BVNA hereby expressly waives any claim it may have to any such rights.

11. Standard of Care: **BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA’S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.**

12. Indemnity: Subject to the Limitation of Liability included in this Agreement, **BVNA** shall indemnify and hold harmless Client, its employees, officers, and agents from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney’s fees), to the extent directly and proximately caused by BVNA’s negligent performance of services or breach of warranty under this Agreement.

BVNA shall not be obligated to defend the Client until there is an actual finding of negligence or if the parties agree otherwise. To the extent allowed by law, Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney’s fees) that are: i) related to, or caused by the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by BVNA for which BVNA is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement. City shall not be obligated to defend BVNA until there is an actual finding of negligence or if the parties agree otherwise.

13. **Insurance:** BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

- a. **Workers' Compensation Coverage:** BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.
- b. **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- c. **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- d. **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured.

14. **Consequential and Punitive Damages:** Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

15. **Cause of Action:** The prevailing party in any actions brought to enforce the terms of this Agreement shall be entitled to the recovery of reasonable attorney's fees.

16. **Compliance with Laws:** BVNA shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinance and regulations in effect as of the date services are provided.

17. **Resolution of Disputes:** All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable

or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

Should either party to this Agreement commence any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

18. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state of Texas. Venue shall lie in Denton County, Texas.

19. Releases: All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

20. Waiver of Jury Trial: Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

21. Third Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

22. Written Notification: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth in the proposal. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Client:

Town of Trophy Club
Attn: Matt Cox
1 Trophy Wood Dr.
Trophy Club, TX 76262

If to BVNA:

Bureau Veritas North America, Inc.
Attn: Contract Processing
1000 Jupiter Road, Suite 900
Plano, TX 75074

With cc to:

Bureau Veritas North America, Inc.
Attention: Legal Department
1601 Sawgrass Corporate Parkway, Suite 400
Fort Lauderdale, FL 33323

23. Confidential Information: Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from

a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding or to the extent that Client's City Attorney or the Texas Attorney General determines that such disclosure is required by the Texas Public Information Act or other applicable law. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing.

24. Assignment: Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

25. Non-Solicitation/Hiring of Employees:

(a) To promote an optimum working relationship, the Client agrees in good faith that for the term of this Agreement and one year after the completion or termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.

(b) BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena.

26. Prevailing Wage: This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.

27. Waiver: No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

28. Amendments: This Agreement may be modified or amended only by a written document executed by both BVNA and Client.

29. Entire Agreement: This Agreement, the Attachment A- Scope of Services, and Attachment B- Fee Schedule constitute the complete and exclusive Agreement between the Client and BVNA. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by these documents.

30. Termination: This Agreement may be terminated immediately for cause or by either party without cause upon fifteen (15) days written notice of termination. Upon termination, BVNA shall be entitled to compensation for services performed up to the effective date of termination.

(a) Termination by Client: If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in-progress upon BVNA's termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.

(b) Termination by BVNA: If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services.

31. Force Majeure. A delay in, or failure of, performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by (an) occurrence(s) beyond the reasonable control of the party affected, including, but not limited to, act(s) of God, or the public enemy, expropriation or confiscation of facilities or compliance with any order or request of governmental authority or person(s) purporting to act therefore affecting to a degree not presently existing the supply, availability, or use of engineering personnel or equipment, act(s) of war, public disorder(s), insurrection(s), rebellion(s), or sabotage, flood(s), riot(s), strike(s), or any cause(s), whether or not of the class or kind of those specifically named above, not within the reasonable control of the party affected, and which, by the exercise of reasonable diligence, said party is unable to prevent. A party who is prevented from performing for any reason shall immediately notify the other party in writing of the cause of such non-performance and the anticipated extent of the delay.

32. Audit. Client shall have the right during the course of the Work and until one (1) year after acceptance of the Services to audit BVNA's books and records relating to the costs to be reimbursed pursuant to Article 3. BVNA shall, during the progress of the Services, provide Client with evidence of payment for and records of receipt of materials, supplies and equipment as they become available and are presented for payment, together with such other data as Client may reasonably request.

33. Interpretation of Agreement: This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

34. Severability of Agreement: If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected and shall remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and the Attachments following the signatures below.

BUREAU VERITAS NORTH AMERICA, INC.	CLIENT
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
Address:	Address:
Telephone:	Telephone:
Email:	Email:
DTQR	
Date	

ATTACHMENT A

SCOPE OF SERVICES

CONSTRUCTION CODE SERVICES

BVNA and the representatives of BVNA are charged with the enforcement of the provisions of the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, acting in good faith and without malice in the discharge of the duties required by these codes or other pertinent law or ordinance shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties.

Plan Review

Non-Structural Plan Review services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction.

Inspections

Inspection services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code. Special inspections as specified in chapter 17 and non-prescriptive structural inspections of the adopted International Building Code are not included and may be required as specified in the International Building Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority and the Certificate of Occupancy will be issued at the discretion of the Jurisdiction.

FIRE SERVICES

Fire Services Plan Review

Commercial, Multi-Family and Single Family Fire Sprinkler System Plan Review, Commercial Fire Alarm Plan Review, Commercial Underground Fire Sprinkler System Plan Review, Commercial Alternative Fire Extinguishing Systems (includes Kitchen Fire Suppression System, Clean Agent Systems, and CO2 Systems) Plan Review and Commercial Above and Below Ground Fuel Storage Tank Plan Review shall be conducted as required by the Jurisdiction's Fire Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction. (The State of Texas requires the design and installation of Underground Fire Sprinkler Supply Line plans to be performed by a Licensed Underground Fire Sprinkler Contractor.)

Fire Services Inspections

Commercial, Multi-Family and Single Family Fire Sprinkler System Inspection, Commercial Fire Alarm Inspection, Commercial Underground Fire Sprinkler System Inspection, Commercial Alternative Fire Extinguishing Systems (includes Kitchen Fire Suppression System, Clean Agent Systems, and CO2 Systems) Inspection, Commercial Above and Below Ground Fuel Storage Tank Inspection and Commercial Fire Certificate of Occupancy Inspection services shall be conducted as required by the Jurisdiction's Fire Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the

Jurisdiction is the final interpretive authority. (The State of Texas requires the design and installation of Underground Fire Sprinkler Supply Line plans to be performed by a Licensed Underground Fire Sprinkler Contractor.)

Annual Fire Safety Inspections

Annual Fire Safety Inspections will be conducted in accordance with the Jurisdiction's Fire Code for commercial establishments and public buildings subject to an annual operation permit.

Fire Code Plan Review Services and Inspection Services

Site and building Plan Review and Inspection services shall be conducted as required by the Jurisdiction's Fire Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority.

HEALTH SERVICES

BVNA will have an exclusive agreement with Client to ensure compliance with the provisions of the Jurisdiction's Adopted Food Establishment Ordinance. In absence of said ordinance, the provisions of Title 25 Texas Administrative Code Chapter 228, regarding the regulation of food establishments, known as the Texas Food Establishment Rules (TFER), will be enforced. The Texas Administrative Code (TAC), Standards for Public Pools and Spas, Chapter 265, Subchapter L will be enforced for public swimming pools and spas.

BVNA services include the following per permitted installation:

- Review plans for compliance with the applicable laws and rules required.
- Perform inspections to determine compliance with the applicable laws and rules required.
- Inspections will be performed by a Texas Registered Sanitarian
- Update or create the required Health forms.
- Web-based project tracking of Health permits.
- Provide written report of any deficiencies.
- Investigation of complaints on permitted facilities.

The Client will have final interpretive authority over all plans, specifications and inspections and is charged with the issuance of all permits and certificates of occupancy.

PUBLIC WORKS SERVICES

Upon receipt of written Notice to Proceed from Client, BVNA will provide Inspection services relative to Public Works Services as outlined below to verify conformance with approved plans, specifications and local ordinances provided by Client.

Inspections

Inspection services include, but are not limited to: making site observations, writing correction notices and field reports, attending meetings and answering inquiries in person or by telephone.

Plan Review

Plan Review services include but are not limited to: verification of plan compliance with adopted public works standards, attendance at pre-plan design meetings and follow up on design issues.

Technical Support

BVNA will be available for pre-construction or field site meetings and will provide field staff for observation purposes as needed.

PLANNING AND MAPPING SERVICES

Comprehensive Planning and Mapping services shall be provided as outlined below.

Base Mapping

- BV shall prepare a corporate area base map, which shall show at least the features (a) through (k) below:
 - a) Highway and street rights-of-way;
 - b) Highway designations and street names;
 - c) All major drainage ways;
 - d) Major bodies of water;
 - e) Block and lot lines for all platted subdivisions as available;
 - f) Property lines within unplatted subdivisions as available;
 - g) The width of all major utility easements;
 - h) Railroad rights-of-way;
 - i) All subdivisions and their names;
 - j) Corporate limits;
 - k) Other major facilities or features to include but not necessarily limited to:
 - 1. Major park and recreation areas and facilities;
 - 2. Water Treatment plants;
 - 3. Sewage Treatment plants;
 - 4. Extraterritorial jurisdiction line, as appropriate; and
 - 5. Other significant features.

Housing Inventory, Analysis and Plan

- BV shall prepare a housing conditions inventory, analysis and plan.
- BV shall develop criteria to be used in the classification of building conditions and formulate definitions for each classification. As a minimum, the four following classifications shall be utilized within the study:
 - a) Standard,
 - b) Minor Deteriorating,
 - c) Major Deteriorating, and
 - d) Dilapidated.
- BV shall perform an assessment of the exterior of all residential buildings within the city to determine the physical condition of each building or structure. BV will record vacant and abandoned residential units as the assessment is being made.
- BV shall use the base map to create a Housing Conditions Map depicting all housing conditions as inventoried and showing all housing and its classification as defined by the developed criteria.
- BV shall conduct an analysis of housing data to determine problems and housing needs of the current and prospective population.
- BV shall prepare a goal(s) statement and annual housing related objectives. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.
- BV shall identify future implementation actions and probable costs, both public and private, to be taken annually over the next three to five years. These activities shall result in the preparation of an overall program design for housing related activities.

Population

- BV shall compare census data of the locality from 1960 to present. BV will provide number of persons in each of the sex, race and Hispanic origin categories.
- BV shall determine existing population estimates of the locality by occupied dwelling units. A realistic assessment of the locality's existing population shall be made by reliable methods.
- BV shall estimate the locality's future population by five-year increments for the next fifteen to twenty years based on existing trends.
- BV will use the base map for illustrative purposes a Population Distribution Map showing the existing and projected population distribution for the planning period.

Land Use Inventory, Analysis and Plan

- BV shall assess and inspect each plot, tract and parcel of land within the project area to determine its use. The project area should include the city's extraterritorial jurisdiction (ETJ).
- BV shall use categories in classifying land uses shall include, as a minimum, the following:
 - a) Vacant (vacant developed or vacant undeveloped);
 - b) Agriculture (cultivated and range land - five or more acres);
 - c) Residential (single family, two family, multi-family, manufactured and mobile homes);
 - d) Commercial; (retail and services);
 - e) Industrial; (light and heavy);
 - f) Public and Semi-Public (schools, parks and public buildings); and
 - g) Other such additional or subcategories as may be deemed necessary to accurately reflect the existing pattern of land areas.
- BV shall prepare a color-coded Existing Land Use Map of the corporate and ETJ area using the base map. Colors should conform to standard code.
- BV shall make a tabulation of the existing land uses to show:
 - a) Total acreage by use;
 - b) Percentage of acreage in each land use;
 - c) Acres per 100 persons, or other standard for comparison purposes; and
 - d) Developed and undeveloped land as a percent of the total land.
- BV will make an analysis of the community regarding past and potential developments and will report on factors affecting the development of land, such as those below:
 - a) Occupied dwelling units;
 - b) Existing land use;
 - c) Thoroughfares
 - d) Existing and anticipated population;
 - e) Soil characteristics as related to developments;
 - f) Adequacy of public utilities;
 - g) Adequacy of public facilities;
 - h) Storm drainage problem areas;
 - i) Natural and man-made constraints.
- BV shall prepare a goal(s) statement and annual land use related objectives and, using the base map at, BV shall prepare a color-coded Future Land Use Map to illustrate the future physical development of the locality during the planning period.

B. Economic Development

1. Historic Development And General Characteristics

- Studies and plans being prepared under this contract should be coordinated with previously developed studies and plans, including any available with the appropriate state office, the regional planning council, etc.
- BV shall make a review and analysis of the factors which have contributed to the present development of the planning area to include the following:
 - Development of the economy;
 - Physical growth of the community;
 - The relationship of the community to the region.

2. Economic Base, "Barrier Analysis"

- BV will prepare an inventory of the social, economic, governmental, and industrial elements of the area's development and potential. The inventory shall, to the extent possible, examine the number of people employed in the retail trade, manufacturing, construction and government, the dollar volume of various local employers, and employee income levels. The inventory shall, as a minimum, include, but need not be limited to, the following, as available and appropriate:
 - a) Retail facilities;
 - b) Wholesale facilities;
 - c) Service facilities;
 - d) Financial facilities;
 - e) Manufacturing facilities;
 - f) The physical facilities and rates for the following utilities and communication services:
 - 1. Electric;
 - 2. Water;
 - 3. Natural gas;
 - 4. Sewage and garbage disposal;
 - g) Transportation;
 - h) Quantity, quality and availability of raw materials;
 - i) Labor supply by sex, industry, and skills;
 - j) Available industrial sites and buildings to include:
 - 1. Location;
 - 2. Utility connections;
 - 3. Transportation;
 - 4. Availability.
- BV will determine to the extent possible the relationship of the elements inventoried to economic development potential.
- A "barrier analysis" shall be prepared which rates the following cost factors and operating condition factors, as appropriate. The ratings shall be assigned based on a comparison with regional, state, and/or national standards.
 - a) Cost Factors:
 - 1. Wage levels (g) Land/site costs
 - 2. Electricity costs (h) Local property taxes
 - 3. Fuel costs (i) Financing costs
 - 4. Water costs (j) State costs
 - 5. Sewer costs (k) Other(s), as appropriate
 - 6. Building costs
 - b) Operating Condition Factors:
 - 1. Unskilled labor supply (k) Availability of air service
 - 2. Skilled labor (l) Vocational education facilities
 - 3. Productivity (m) Site availability
 - 4. Unionization (n) School facilities
 - 5. Labor-management relations (o) Medical services
 - 6. Electric power availability (p) Natural features, resources, geography, etc.
 - 7. Water and sewer availability (q) Others, such as, telecommunications,
 - 8. Gas availability aesthetics, community receptivity, laws,
 - 9. Common motor carrier service community organizations, debt, etc.
 - 10. Rail/freight service
 - c) BV shall determine whether the city should use other standards and analysis tools in addition to those above to derive an alternative comparison.
 - d) BV shall coordinate with community leaders and draw some conclusions as a result of the inventory and analysis required above; and,

- e) Determine whether the pattern of economic growth should be altered.
- f) BV shall suggest what type of policies and/or codes should be implemented to improve conditions for the encouragement of economic opportunities and local business expansion and attraction.

3. PLAN

- BV shall develop an economic development plan with goals and objectives. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.
- The implementation strategy should focus on private and public investment and resources.
- The plan shall include graphics, if appropriate, and shall suggest a response to the inventory and analysis above and provide appropriate or possible:
 - a) Public/private sector projects and their costs;
 - b) Financing sources and incentives; and
 - c) Changes to policies, codes and ordinances that could improve the economic climate.

C. Central Business District

1. Commercial Area Inventory

- BV shall make an assessment of the Central Business District (CBD) that should include its area of immediately adjacent influence to include but not necessarily limited to the following:
 - a) The existing land use of the Central Business District;
 - b) Street rights-of-way and pavement widths, where applicable;
 - c) Locations and condition of sidewalks, curbs and gutters;
 - d) On and off-street parking;
 - e) Condition of buildings;
 - f) Location of traffic controls by types; and
 - g) Traffic volumes and turning movements for major streets, where available;
 - h) Physical geographic features of the community that could have a positive or negative effect on the integrity of the CBD.
- BV shall show the above inventory on a symbol-coded map.
- BV shall prepare a drawing to show the relationship of the CBD to other supportive and competitive development within the community.

2. Analysis

- BV shall analyze the findings above and should determine:
 - a) The Central Business District and its relationship to community development to determine if improvements or rearrangement of commercial facilities are needed;
 - b) A ratio of existing and projected commercial acreage;
 - c) A ratio of used and vacant commercial floor area in the central business district; and
 - d) Other significant details and their impact on the vitality of the central business district as they become evident during the course of the study.

3. Central Business District Plan

- BV shall prepare a goal(s) statement and annual Central Business District related objectives.
- To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.
- In relation to recognized problems, goals and objectives, BV shall prepare recommendations that could improve the aesthetic values and physical integrity of the Central Business District considering possible:
 - a) Improvement to facades and alleyways;
 - b) Pedestrian walkways;
 - c) Landscape treatment of street medians, pedestrian ways and rest areas; and/or
 - d) Removal of obsolete buildings and overhead utility lines.
- BV shall prepare a Central Business District Plan to graphically illustrate the redevelopment of the area in relation to the formulated goals and objectives. The Central Business District

- Plan map(s) shall, as a minimum include but not necessarily be limited to:
 - a) Any necessary rearrangement of land uses to improve compatibility;
 - b) Any necessary building relocation or reorientation in order to improve their usefulness; and
 - c) On and off-street parking areas.
- BV shall present phased improvements, estimated costs and sources of funding.

D. Street System

1. Street Study

- BV shall make an inventory of the physical characteristics of the street system to record, but not necessarily be limited to the following:
 - a) Rights-of-way widths, as available;
 - b) Paving widths, types and condition of pavement;
 - c) Curb and gutter and/or borrow (roadside) ditches;
 - d) Other information concerning configuration, traffic flow, and street conditions, including possible impediments to traffic flow, particularly in an emergency situation, as appropriate and/or available.
- Data and information from the Texas Department of Transportation shall be used to the maximum extent feasible.
- Using the base map for illustrative purposes, BV shall prepare a Street Conditions Map showing the existing street system inventory.

2. Street System Analysis

- BV shall make an analysis of the street system and list and rank problems and should present possible alternative actions and costs in providing solutions.
- BV shall determine the adequacy of the system to meet existing and forecasted needs, including during emergency situations, and make recommendations for any needed improvements concerning configuration, traffic flow, and street conditions. Recommendation should prepare for contingencies, including planning evacuation routes.

3. Street Plan

- BV shall prepare a goal(s) statement and street-related objectives for the planning period and should include construction-related and policy-related recommendations regarding streets' improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
 - a) Priorities;
 - b) Estimated costs; and
 - c) Sources of possible funding.
- Using the base map BV shall prepare a Future Street Conditions Map.
- The plan shall provide for the elimination of deficiencies and recommended improvements to meet forecasted needs. Improvements shall be in accordance with accepted municipal standards and shall be shown by phases.

E. Thoroughfare System

1. Inventory Of Major And Collector Streets

- BV shall prepare standards or criteria to determine the definition for major and collector streets and shall include the information in the narrative section of the study.
- BV shall conduct a study of major and collector streets to determine the present condition of these streets within the planning area. The study should include but not necessarily be limited to:
 - a) Peak hour and average daily traffic counts, where available;
 - b) Right-of-way widths;
 - c) Paving widths, types and condition of pavement;
 - d) Traffic control data;
 - e) Parking restrictions;

- f) Curb and gutter;
- g) Origin and destination information, where available;
- h) Land use and traffic generator information;
- i) Truck routes; and,
- j) Emergency routes.
- Information from prior studies, the county, Texas Department of Transportation and other available sources shall be used to the maximum extent feasible.
- Using the base map for illustrative purposes, BV shall prepare a Thoroughfare Conditions Map to show b. (1) through (9), above, as applicable.

2. Thoroughfare Analysis

- BV shall list and rank problems related to the thoroughfares system.
- To determine the size and quality of streets needed in the project area, an analysis shall be made for all major and collector streets, their locations, adequacy or inadequacy for existing and forecasted population, land uses, etc. As a minimum, the following should be considered, where appropriate:
 - a) Texas Department of Transportation traffic counts, local traffic habits, and other factors;
 - b) Circulation studies prepared previously; and
 - c) Street standards approved by the locality and State.

3. Thoroughfare Plan

- BV shall prepare a goal(s) statement and thoroughfare system-related objectives for the planning period and should include construction-related and policy-related recommendations regarding thoroughfare system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
 - a) Priorities;
 - b) Estimated costs; and
 - c) Sources of possible funding.
- In relation to the analysis of existing and anticipated land use, school and park locations, travel habits, employment centers, traffic generators, traffic volumes; and in coordination with plans of the Texas Department of Transportation, and other available studies, BV shall prepare a plan for a system of thoroughfares, major and collector streets to meet the future circulation needs of the planning area.
- Using the base map at its contracted scale for illustrative purposes, BV shall show phased improvements on a Future Thoroughfares Map.
- BV will prepare sketch plans for improved channeling of traffic at intersections where problems exist or are anticipated during if needed.

F. Water System

1. Water System Inventory

- BV shall make a review of all prior studies and other available data on the existing water system.
- BV shall make an inventory of the physical characteristics of the system to include, but not necessarily be limited to the following:
 - a) Location of lines, valves, fire hydrants, and line sizes;
 - b) location and capacity of ground and elevated storage facilities;
 - c) Location and capacity of wells and pumps;
 - d) Location and capacity of water treatment facilities, as appropriate;
 - e) Location and capacity of generators;
 - f) Condition of system elements and other system data, as available.

- Using the base map for illustrative purposes, BV shall prepare a Water System Map showing existing facilities as specified in the inventory required above. Mapping shall show all facilities and illustrate the entire area that the facilities serve.
- BV shall report appropriate standards and criteria used to determine the water system needs and include them in the narrative section of the report, including the name of publications where standards can be found. Reference shall be made to the existing and required Drought Contingency and Water Conservation Plan.

2. Water System Analysis

- BV shall make an analysis of the water system and list and rank problems and should present possible alternative actions and costs in providing solutions, while particularly considering the water system's ability to provide reliable service, including fire protection within state standards during drought conditions. As a minimum, the following should be considered in determining problems connected with the water system:
 - a) Water quality;
 - b) Storage facilities;
 - c) Availability of water; future needs;
 - d) Water pressure;
 - e) Water costs to city;
 - f) Water cost to customers and review of current and
 - g) Operation procedures.
- Distribution lines;
- Ability to function under disaster situations, such as, flood, fire, tornado, power outages, etc.
- BV shall determine the adequacy of the system to meet existing and forecasted needs.
- BV shall evaluate the local system's capability to provide water under drought and other disaster-related conditions and in regard to its drought contingency and water conservation plan and accepted conservation practices.
- BV shall evaluate the local system's capability to provide water, including during drought and other disaster-related conditions, and coordinate with the Regional Water Plan and the State Water Plan, where applicable.

3. Water System Plan

- BV shall prepare a goal(s) statement and water system-related objectives for the planning period and should include construction-related and policy-related recommendations regarding water system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
 - a) Priorities;
 - b) Estimated costs; and
 - c) Sources of possible funding.
- The studies and plans developed shall be in strict accord with criteria established by the Texas Commission on Environmental Quality (TCEQ), Texas Water Development Board (TWDB), and the Texas Department of Insurance.
- As much as is applicable, appropriate and possible during the contract period and in coordination with TCEQ, which requires drought management plans, BV shall include drought and conservation plans in its overall water system plan. The plans should also include consideration of water provision during other disaster situations, such as flood, fire, tornado, power outages, etc.
- Using the base map for illustrative purposes, BV shall illustrate the existing and proposed water system and findings on a Future Water System Map. Recommended improvements shall be shown by phases.

G. Wastewater System

1. Wastewater System Inventory

- BV shall make a review of all information regarding the existing wastewater system.
- BV shall make an inventory of the physical characteristics of the system to include, but not necessarily limited to the following:
 - a) Location, condition, and size of lines as available;
 - b) Location of manholes and cleanouts;
 - c) Location and capacities of lift stations;
 - d) Location and capacity of generators;
 - e) Treatment facility and operation arrangement.
- Using the base map for illustrative purposes, BV shall prepare a Wastewater System Map showing the existing facilities in relation to topographic features.
- BV shall report standards or criteria used to determine wastewater system needs and include the criteria in the narrative section of the report with the name of the publication(s) where standards can be found.

2. Wastewater System Analysis

- BV shall list and rank problems related to the wastewater system and should present possible alternative actions and costs in providing solutions. As a minimum, the following should be considered in determining problems of the wastewater system:
 - a) Infiltration;
 - b) Industrial waste and special treatment facilities;
 - c) Operational procedures;
 - d) Unserved areas;
 - e) Characteristics of the soil and terrain affecting collection treatment;
 - f) Ability to function under disaster situations, (flood, fire, tornado, power outages, etc.).

3. Wastewater System Plan

- BV shall prepare a goal(s) statement and wastewater system-related objectives for the planning period and should include construction-related and policy-related recommendations regarding wastewater system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
 - a) Priorities;
 - b) Estimated costs; and
 - c) Sources of possible funding.
- Using the base map for illustrative purposes, BV shall prepare a Future Wastewater System Map illustrating phased improvements to the wastewater system in relation to the existing system and topographic features.
- Such prepared plan shall be done in accordance with criteria and standards established by the Texas Commission on Environmental Quality (TCEQ).

H. Storm Drainage System

1. Storm Drainage Inventory

- BV shall conduct an assessment of the project area for any existing storm drainage facilities and all natural drainage courses to include as a minimum:
 - a) Location and condition of drainage ways;
 - b) Location and condition of curb and gutter, borrow (roadside) ditches, culverts, and storm sewers;
 - c) Location of 100 years flood hazard areas; and
 - d) Identification of areas within the community where local flooding has occurred.
- Using the base map for illustrative purposes, BV shall prepare a Storm Drainage Map showing the existing facilities in relation to topographic features.

2. Storm Drainage Analysis

- BV shall list and rank problems related to storm drainage and should present possible alternative actions and costs in providing solutions.
- BV shall prepare an analysis of the existing drainage system for both natural and man-made facilities. Major and minor drainage areas and areas that have experienced flooding shall be delineated.
- Drainage characteristics of the areas shall be briefly described and analysis shall be made to determine methods of eliminating local flooding and eroding of local streets. Data, as available through the National Flood Insurance Program of the Federal Emergency Management Agency, shall be utilized to the fullest extent possible.

3. Storm Drainage Plan

- BV shall prepare a goal(s) statement and storm drainage-related objectives for the planning period and should include construction-related and policy-related recommendations regarding storm drainage improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
 - a) Priorities;
 - b) Estimated costs; and
 - c) Sources of possible funding.
- Using the base map for illustrative purposes, BV shall prepare a Future Storm Drainage Map illustrating phased improvements related to storm drainage in relation to the existing conditions and topographic features.

I. Recreation And Open Space

1. Recreation And Open Space Inventory

- BV shall take an inventory of the community's existing parks, recreation facilities and open spaces to include but not necessarily be limited to the following:
 - a) Location, type and use of public parks;
 - b) Location and type of public recreation facilities, including public school facilities;
 - c) Open spaces of all types including boulevards, parkways, floodplains, conservation areas, etc.
- BV shall identify the service area of the parks and recreational opportunities it provides.
- Review and report on recreational facilities and open spaces serving the community's population, but outside the municipality's jurisdiction.
- Review and report on major recreational facilities serving the community's population that are privately or semi-publicly owned and operated.

2. Recreation And Open Space Analysis

- In coordination with city officials, BV shall establish level of service standards and criteria for determining adequacy of existing parks, recreational facilities and open space and future requirements.
- BV shall utilize workshops, hearings and/or canvasses to maximize opportunities to solicit public input on needs and document the dates of the methods used.
- BV shall describe the legitimate method for assessing needs. Explain how public input was used to assess needs.
- In consonance with the recommended standards, BV shall make a study and analysis to determine the adequacy of the existing parks and recreational facilities to meet the needs of the present and forecasted population, considering population growth, and change in composition.
- BV shall prepare a listing and priority ranking of problems relating to recreation facilities and open spaces. Explain how priorities were determined.

3. Recreation Facilities And Open Space Plan

- In cooperation with municipal agencies, BV shall determine specific goals relating to recreation and open space requirements and prepare short and long-range (five and ten years') objectives to accomplish the stated goals.
- In relation of existing facilities, recognized problems, and in consonance with goals and objectives, BV shall prepare a parks and open space plan. The plan shall contain appropriate text and mapping and shall, as a minimum, include:
 - a) Recommendations for improvements and expansion to existing facilities;
 - b) Recommendations for the general location of new facilities;
 - c) Recommendations for the development and protection of open space areas to include conservation areas and other areas endorsed with natural beauty; and
 - d) Recommendations toward coordinating municipal programs and facilities with other overlapping services within the community, such as school facilities, etc.
 - e) Population projections for the period of the plan and demographics on ethnicity, age, and income.
 - f) The existing and proposed parks (and facilities, as appropriate), greenbelts and open spaces illustrated on the base map at its contracted scale.
- Recommended community improvements for the first five years shall be programmed and shall, as a minimum, include the following:
 - a) Phasing of clear and measurable priorities;
 - b) Timeline for completion;
 - c) Estimated cost by project; and
 - d) Possible sources of funding.

J. Capital Improvements Program

1. Financial Analysis

- BV shall make a financial analysis of the municipality to the extent possible to determine the municipality's approximate ability to finance present and future capital improvements. The study should include, but not be limited to the following:
 - a) Past, present, and anticipated sources and amounts of income;
 - b) Annual budgets;
 - c) Operating costs;
 - d) Direct and overlapping public debt;
 - e) Outstanding municipal bonds and their schedule of retirement;
 - f) Public improvements financing practices; and
 - g) Recommended standards concerning debt limitations.

2. Capital Needs List

- Based on the previous studies, and all capital needs, BV shall prepare a capital needs list of projects by category with general priorities for improvements to be accomplished during the planning period through workshop meetings with local officials. BV shall classify the type of capital improvements according to guidelines, such as:
 - a) Mandatory: Those which protect life or health.
 - b) Necessary: Those which are important public services.
 - c) Desirable: Those which replace obsolete facilities.
 - d) Acceptable: Those which reduce operating costs.

3. Capital Improvements Program

- In consonance with the capital needs list and in coordination with the city's budget, BV shall prepare a schedule of projects recommended for the municipality for the first five (5) to six (6) years of the planning period. The schedule shall list projects by category together with estimated cost, sources of funds and year of construction.
- A map shall be prepared to show the projects by type and year of construction.

K. Subdivision Ordinance

1. Ordinance Development

- BV shall prepare technical material necessary for the drafting and/or updating of a subdivision ordinance that will best be adapted to direct the platting of land consistent with proposals of the previously prepared Land Use Plan.
- The technical material prepared shall be based on sound platting and planning principles and not be inconsistent with all applicable laws.

2. Ordinance Review

- Following development of the technical material and prior to adoption, BV shall seek counsel and advice from the city's attorney regarding the legal aspects and implications of subdivision controls.
- BV shall prepare the technical material for the subdivision ordinance in a form suitable for its adoption and submit it in report form to the Department as provided herein.

L. Zoning Ordinance

1. Ordinance Development

- BV shall prepare technical material necessary for the drafting of zoning ordinance that will best be adapted to direct the use of land consistent with proposals of the city's previously prepared Land Use Plan.
- Technical material on zoning shall be based on sound zoning principles and not be inconsistent with all applicable laws,
- Based on the Land Use Plan and other plans related to physical development of the municipality, BV shall have prepared a Zoning District Map using the base map.

2. Ordinance Review

- Following development of the technical material and prior to adoption, BV shall seek counsel and advice from the city's attorney regarding the legal aspects and implications of zoning.
- The technical material on zoning and the recommended zoning district map shall be prepared in report form suitable for adoption.

Current Planning Activities

Zoning Application and request reviews and analysis

- Property owner information within 200 feet of site application can be mapped and mailing labels provided.
- Public notice can be submitted to the newspaper of record for publication and necessary documentation for agenda item posting can be provided.
- Letters of notification with map can be mailed and site signage (By City) can be placed on the property 15 days prior to the Commission meeting date.
- Zoning Ordinance based upon owner request will be prepared. (Recommended ordinance wording can be provided).
- An analysis/staff report can be prepared for city from a planning perspective.
- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.
- Adjustments to the Comprehensive Plan and zoning map can be made if approved.

Site Plan Applications and request reviews and analysis*

- Review of application for general completeness for accepting site plan for review.*
- Review for compliance with appropriate general zoning district or planned development. A copy of the document to be reviewed will be red lined and a written report provided itemizing each deficiency noted and returned to city. If the city desires a direct line of communication with applicant can be facilitated.
- Review for compliance with landscape requirements.
- Review of circulation/fire lanes.
- An analysis/staff report can be prepared for city from a planning design perspective.

- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.

Preliminary Plat Applications and reviews

- Review of application for general completeness for accepting for review. ** Rejection letter if necessary to stop 30-day clock for automatic approval.
- Review for compliance with appropriate general zoning district or planned development guidelines. A copy of the document to be reviewed will be red lined and a written report provided itemizing each deficiency noted and returned to city. If the city desires a direct line of communication with applicant can be facilitated.
- An analysis/staff report can be prepared for city approval/denial recommendation.
- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.

Final Plat Applications and reviews

- Review of application for general completeness for accepting for review. ** Rejection letter if necessary to stop 30-day clock for automatic approval.
- Review of conformance to preliminary plat.
- Review for compliance with appropriate general zoning district or planned development guidelines. A copy of the document to be reviewed will be red lined and a written report provided itemizing each deficiency noted and returned to city. If the city desires a direct line of communication between applicant and BV can be facilitated.
- An analysis/staff report can be prepared for city approval/denial recommendation.
- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.

Base Map/Zoning Map Updating:

- Preparation of new digital base map.
- Updating existing base map.
- Updating or preparing zoning maps.

911 Addressing

- Development of a 911 addressing system (Digital base map to be provided by city or prepared by BV).
- Address all new developments

*Preliminary consultations can be provided to an applicant upon request to assist and guide them in the plan preparation process.

**If not available BV will develop checklists for each type of development to be used to check for minimum submittal requirements of an application.

ADA SERVICES

PHASE 1 ADA Services

Phase 1A: ADA Coordinator and Department Liaison Selection and Training

- **Scope:** Assist City with identifying an ADA Coordinator if not already done so. Work with appointed ADA Coordinator to identify ADA Liaisons, at a minimum, for all public facing departments (i.e. Permitting, Water Utility, Library, Parks & Rec., Police, Fire, etc...). Help ADA Coordinator develop training material for distribution to all ADA Liaisons. Also assist ADA Coordinator to develop a master schedule for quarterly, bi-annual or annual meetings between ADA Coordinator and ADA Liaisons (ADA Task Force).

Phase 1B: ADA Notice Development and Distribution

- **Scope:** Assist appointed ADA Coordinator with development of ADA Notice specific to the City represented. Ensure that all ADA notices are displayed at public facing and internal facing areas. Ensure that ADA notice is also placed on city website.

Phase 1C: ADA Grievance Procedure Development and Distribution

- **Scope:** Assist appointed ADA Coordinator with development of ADA Grievance Procedure. Develop complaint form and make complaint form accessible. Ensure that procedure includes ability for complainants to access and file complaints easily. Ensure that grievance procedure is available on city website and accessible.

Phase 1D: ADA Training at Staff Level Public Facing Departments

- **Scope:** Once ADA Coordinator and ADA Liaisons are identified, develop a training schedule to allow public facing department staff to attend ADA training. Assist ADA Coordinator with one training session. Assist with development of training materials.

PHASE 2 ADA Services

IMPORTANT: Sample of Tasks & Costs Only – Client Specific Tasks & Costs TBD

Phase 2A: ADA Self-Evaluation

- **Scope:**
 - **Task 1 – Project Management:** Bureau Veritas (BV) will maintain project records, budgets, and communication during the project duration. BV will provide weekly project update calls to assigned City staff (ADA Coordinator) to keep schedule current.
 - **Task 2 – Project Kickoff: Meet** with City staff to introduce the proposed project tasks, schedule, and method of prioritizing barrier removals. Coordinate with City staff to identify and collect necessary documents to support Self-evaluation process and facilities survey.
 - **Task 3 – Initiate Self-evaluation:**
 - **3A:** Meet with major public facing departments ADA Liaisons (Parks & Rec., Police, Fire, Codes & Permitting, Public Works, Library, Health) to begin review ordinances, policies, and procedures of programs, services, and activities.
 - **3B:** Provide instructions and handouts to ADA Liaisons and describe how they can perform reviews of item 3A and by what scheduled date the reviews are due back to BV for compiling.
 - **3C:** Work with ADA Liaisons to ensure they understand their responsibilities to update the final ADA Transition Plan in future years.
 - **Task 4 – Facilities Survey:**
 - **4A: Public buildings** – Survey three (3) City buildings (City Hall, Court House, and Library) to determine compliance and non-compliance with ADA regulations.
 - **4B: Public parking lots** – Survey three (3) public parking lots (City Hall, Court House, and Library) to determine compliance and non-compliance with ADA regulations.
 - **4C: City parks** – Survey up to three (3) city parks to review shelters, restrooms, sport courts, fields, pools, concession stands, playground equipment, pedestrian and bicycle trails.
 - **4D: Signalized intersections** – Survey up to fifteen (15) city owned and maintained signalized intersections. BV will evaluate curb ramps and sidewalks leading to each

intersection. Signage at each intersection will also be reviewed. Which intersections to survey depends on City staff input, traffic volumes, and adjacent land uses.

- **4E:** Sidewalks – Survey up to four (4) miles of City sidewalks, curb ramps, and path of travel along arterial roadways. Which City sidewalks, curb ramps, and path of travel to survey depends on City staff input, traffic volumes, pedestrian use, and adjacent land uses.
- **Task 5 – Survey Data Reporting:**
 - **5A:** BV will create a survey and cost reporting for each facility noted in Task 4. Each survey report will note compliance status with ADA and State standards and include the following:
 - Listing of facilities in compliance.
 - Listing of facilities not in compliance.
 - Recommended actions to resolve non-compliance elements.
 - Prioritize list of recommended actions based on agreed upon methodologies between BV and City staff.
 - Assign conceptual costs and budget based on prioritized list of recommended actions.
 - Provide photo log of each facility surveyed.
 - Provide listing of sidewalks, curb ramps, and signalized intersections data for compiling into City GIS system.
 - **5B:** Review City Boards and Commissions policies and procedures for compliance with ADA regulations.

Phase 2B: ADA Transition Plan

- Scope:
 - **Task 1** – Coordinate with ADA Coordinator on strategy for developing Transition Plan including review of City ordinances, design standards relating to sidewalks, curb ramps, Identify policies and procedures for compliance with ADA regulations.
 - **Task 2** – Develop **survey** process to assist ADA Coordinator with evaluating accessibility improvements identified in Phase 2A: ADA Self-evaluation. Utilize prioritization methodology developed within Phase 2A for recommended improvements.
 - **Task 3** – **Assist** ADA Coordinator in creating an implementation schedule for accessibility improvements. Prioritize improvements by facility type, severity, and cost estimates.
 - **Task 4** – **Review** and recommend exceptions and exemptions that may apply under ADA regulations such as historic significance, alteration affecting fundamental nature of programs, services, and activities, structural feasibility, and programs affected by financial and administrative burden.
 - **Task 5** – **Assist** ADA Coordinator with defining on-going budget needed to implement the Transition Plan and bring non-compliance elements into compliance. Help identify possible external funding sources if applicable.

Phase 2C: Public Participation, Outreach, and City Staff Training

- Scope: The Department of Justice requires public entities to engage with the public during the ADA Transition Plan development including appropriate consultation with individuals with disabilities.

- **Task 1** – BV will **facilitate** one (1) public workshop for the City to review draft ADA Self-evaluation and ADA Transition Plan.
- **Task 2** – BV will **prepare** outreach materials and prepare brief summary of the workshop and highlight actions items.
- **Task 3** – Conduct ADA Coordinator and Liaisons training relating to disabilities etiquette, technologies, and procedures that can assist City staff in providing services to people with disabilities.

Phase 2D: Meetings, Presentation to Council, and Documentation

- **Scope:**
 - **Task 1 – Progress Meetings:** BV will conduct up to three (3) on-site meetings during the project period. Other meetings can be conducted by conference calls with ADA Coordinator and Liaisons.
 - **Task 2 – City Council Meeting:** BV will conduct one (1) meeting to introduce the project to Council and present the final ADA Self-evaluation and ADA Transition Plan.
 - **Task 3 – Summary Documents:** Provide meeting minutes after on-site meetings or conference calls to help guide ADA Coordinator and Liaisons.
 - **Task 4 – Draft ADA Self-evaluation and ADA Transition Plan:** Based on the ADA Self-evaluation process as detailed on Phase 2A, the documents will include the following:
 - **4A:** Executive summary describing the project purpose, process, and significant findings.
 - **4B:** Review of policies, procedures, and recommendations for improvement as noted in Phase 2A.
 - **4C:** A schedule that is developed in phases with cost estimates for the removal of accessibility barriers that cannot be resolved through changes to program or services by relocating, using auxiliary aides, or providing equivalent facilitation.
 - **4D:** BV will provide reproducible hard copies of the ADA Self-evaluation and ADA Transition Plan and electronic PDF format to the City ADA Coordinator for use and distribution.
 - **Task 5 – Final ADA Self-evaluation and ADA Transition Plan:** Following the review of the draft plans as noted in Task 5, BV will incorporate comments and prepare final plans for ADA Coordinator use and distribution.
 - **Task 6 – Final Deliverables:**
 - **6A:** Two (2) paper copies each of Draft ADA Self-evaluation and ADA Transition Plan.
 - **6B:** Two (2) paper copies of Final ADA Transition Plan and one (1) PDF copy including any appendices.
 - **6C:** One (1) electronic GIS copy of all field data compatible with City GIS system.

HYGIENE SAFETY EXCELLENCE

BVNA has launched a certification label based on health measures to accompany the resumption of activity in various industries, both private and public. The Hygiene Safety Excellence Certification program assists with reopening facilities and services. Our partnership with the Cleveland Clinic provides clear guidance and ensures confidence for both internal employees and the public as programs and services resume. This certification program includes the following five phases. All phases may be selected or individual phases may be selected to match the needs requiring assistance and BVNA will assist accordingly.

- I. **CONSULTING:** Build a detailed Hygiene Safety Excellence (Guide) for prevention and safety.
- II. **TRAINING AND COMMUNICATION:** Create and administer communication/training kits for good hygiene practices for all employees (optional collaboration initiatives between Client marketing and BV marketing to promote hygiene safety).
- III. **INITIAL AUDIT:** Complete initial audit and reporting of hygiene protocols and operational requirements (optional surface testing if requested).
- IV. **HYGIENE SAFETY EXCELLENCE LABEL:** Apply for Hygiene Safety Excellence Certification (and install Certification label).
- V. **SURVEILLANCE:** Continue ongoing auditing and testing in order to comply with the Hygiene Safety Excellence (Guide).

ATTACHMENT B
FEE SCHEDULE

CONSTRUCTION CODE SERVICES

Fee Table 1 - Commercial and Multi-Family construction plan review

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$50. ⁰⁰
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$70.69 for the first \$10,000. ⁰⁰ plus \$5.46 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$152.59 for the first \$25,000. ⁰⁰ plus \$3.94 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$251.09 for the first \$50,000. ⁰⁰ plus \$2.73 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$387.59 for the first \$100,000. ⁰⁰ plus \$2.19 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,263.59 for the first \$500,000. ⁰⁰ plus \$1.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$2,188.59 for the first \$1,000,000. ⁰⁰ plus \$1.23 for each additional \$1000. ⁰⁰

Fee Table 2 - Commercial and Multi-Family construction inspection

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$76. ⁹²
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$108.75 for the first \$10,000. ⁰⁰ plus \$8.40 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$234.75 for the first \$25,000. ⁰⁰ plus \$6.06 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$386.25 for the first \$50,000. ⁰⁰ plus \$4.20 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$596.25 for the first \$100,000. ⁰⁰ plus \$3.36 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,940.25 for the first \$500,000. ⁰⁰ plus \$2.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$3,365.25 for the first \$1,000,000. ⁰⁰ plus \$1.89 for each additional \$1000. ⁰⁰

Fee Table 3 - Construction or Improvement of a Residential Dwelling

New Residential Construction	
Plan Review and Inspection Fee	
Square Footage (S.F.)	Fee
0 - 1,500 S.F.	\$785.00
1,501 - 10,000 S.F.	\$785.00 for the first 1,500 S.F. plus \$0.35 for each additional S.F. to and including 10,000 S.F.
Over 10,000 S.F.	\$3,760.00 for the first 10,000 S.F. plus \$0.15 for each additional S.F. over 10,000 S.F.

Plan Review Only	
Plan Review Fee Only Per Dwelling Unit, a new plan for previously reviewed plan or Master Plan	\$200.00 per Plan or per Address
Plan review fee when a permit has been issued for the dwelling and the construction plans are altered such that an additional plan review is required (excludes new plan)	\$150.00 per Plan or per Address
Alterations / Additions / Improvements for Residential Construction	
Trade Permits	Fee
Building, Mechanical, Electrical, Plumbing, Fuel Gas and similar	\$100.00 per trade
Other project types not listed above	\$160.00 per trade
Miscellaneous residential projects such as, but not limited to, Accessory Structures, Fences, Pools, etc.	See Fee Table 2

* All fees billed upon issuance of the permit by the jurisdiction

Back-up inspections

* Backup inspections will be performed during times of inspector absence due to illness, vacation or training at the listed rates. All other project activity will utilize the tables above.

Single Family Residential	\$76.92 per address/building
Commercial and non-Single Family Residential	\$125.00 per address/building/unit

FIRE SERVICES

Single Family Residential Fire Services

Fire Code Plan Review Services	\$175.00
Fire Code Inspection Services	\$400.00

Fire Code Plan Review Services - Commercial and Multi-Family construction (Fire Alarm System & Fire Sprinkler System)

Valuation	Fee, Each System
Less than \$6,250	\$200.00
\$6,250 to \$250,000	\$300.00
\$251,000 to \$500,000	\$425.00
\$501,000 to \$1,000,000	\$550.00
\$1,001,000 to \$3,000,000	\$800.00
\$3,001,000 to \$6,000,000	\$1,200.00
\$6,000,000 and up	\$1,200.00 plus \$0.38 for each additional \$1,000.00

Fire Code Inspection Services - Commercial and Multi-Family construction (Fire Alarm System & Fire Sprinkler System)

Valuation	Fee, Each System
Less than \$6,250	\$300.00
\$6,250 to \$250,000	\$425.00

\$251,000 to \$500,000	\$525.00
\$501,000 to \$1,000,000	\$675.00
\$1,001,000 to \$3,000,000	\$950.00
\$3,001,000 to \$6,000,000	\$1,425.00
\$6,000,000 and up	\$1,425.00 plus \$0.38 for each additional \$1,000.00

Valuation is based on construction valuation for project

Fire Underground

Fire Code Plan Review	\$200.00
Fire Code Plan Inspection	\$250.00

Fire Extinguisher Suppression System

Per permit, one Inspection	\$450.00
Each re-inspection	\$100.00

Fire Certificate of Occupancy Inspections

Fire Certificate of Occupancy inspections	\$150.00
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Annual Fire Safety Inspections

Day Care, Foster Home, Commercial Business (each inspection and re-inspection per location)	\$100.00
Nursing Home / Assisted Living / School (each inspection and re-inspection per location)	\$250.00

Underground / Aboveground Fuel Storage Tanks

Fire Code Plan Review	\$350.00
Fire Code Inspection	\$450.00

Site Plan

Fire Code Plan Review	\$250.00
Fire Code Plan Inspection	\$250.00

The construction valuation is determined by the greater of the declared valuation of the project or the valuation calculated using the International Code Council Building Valuation Data table, first update of each calendar year.

Example:

Square Foot Construction Costs

Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B Business	200.26	192.96	186.54	177.38	161.90	155.84	170.40	142.43	136.08

The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

New Building

Group B occupancy
 Type VB construction
 10,000 square feet total building area
 Declared construction valuation \$1,200,000.
 Calculated construction valuation - 10,000 square feet X \$136.08 per square foot = \$1,360,800.
 The calculated construction valuation is greater than the declared construction valuation so \$1,360,800 is used to calculate the Bureau Veritas fee for the project.

* Note: BVNA fees do not include any taxes, licensing or other fees imposed by governmental or outside agencies.

HEALTH SERVICES

PER INSPECTION ONLY:

Food Service Inspections - Per each inspection	\$150.00
• Permanent Food Establishment Inspection • Mobile Food Vendor (Hot and Cold Truck) Inspection • Seasonal Vendor Inspection • Public Swimming Pool Inspection	
Temporary Event Inspection - Per each permit	\$100.00
Complaint Investigation - Per each complaint	\$150.00
Consultation outside of the aforementioned scope of services: Health Plan review, Health	\$150.00
Final and CO inspections and/or for each re-inspection.	per hour
* Minimum one hour	

PUBLIC WORKS SERVICES

Public Works Plan Review Only	1.0% of the cost of construction
Public Works Inspection Only	2.5% of the cost of construction
Public Works Plan Review & Inspection	3.0% of the cost of construction
Temporary Back Up Inspection	\$150/hour, minimum 4 hours.

PLANNING AND MAPPING SERVICES

Fixed Fees (Based on estimated population in \$/1,000 people, minimum 5,000 people)

Comprehensive Planning and Mapping			
Item	Elements	Cost / 100 people	Min. Hours
1	Base Planning a. Base Map* b. Land Use c. Population d. Housing+D45	\$2,000	67
2	Parks & Recreation	\$750	25
3	Thoroughfare Plan	\$750	25
4	Central Business District Planning	\$1,250	42
5	Zoning Ordinance	(fixed fee) \$6,500	43
6	Subdivision Ordinance	(fixed fee) \$6,500	43
7	Streets Condition Study	\$700	23
8	Water Study Distribution and Supply	\$1,000	33

9	Wastewater Collection and Treatment	\$1,000	33
10	Capital Improvement Plan	\$300	10
11	Digital Map preparation*	\$1,000	33
12	Citizen Participation	\$1,250	42
As a minimum Item 1 and 12 must be included in any study except Item 11 which is a standalone element			
* Assume easy access to documents - additional research listed under additional services			

Hourly Fees

Available Planning Services		
Element	Cost	
Site Plan Review	\$150 per hour (1 hour minimum)	
Site Plan Preparation	\$150 per hour (1 hour minimum)	
Zoning Application Review	\$150 per hour (1 hour minimum)	
SUP Application Review	\$150 per hour (1 hour minimum)	
Zoning Board of Adjustment Application Review	\$150 per hour (1 hour minimum)	
Sign Application Review	\$150 per hour (1 hour minimum)	
Zoning Case Ordinance Preparation	\$150 per hour (1 hour minimum)	
Plat Review - Planning Perspective	\$150 per hour (1 hour minimum)	
Public Hearing Notice map and ownership list (City Mails)	\$150 per hour (1 hour minimum)	
Zoning Map Updates	\$150 per hour (1 hour minimum)	
911 Address mapping (First Time)	\$1,000 per person	Min. 33 hours
911 Address mapping updates	\$150 per hour (1 hour minimum)	
City Council/Planning and Zoning Meeting	\$225 per hour (1 hour minimum)	
Contract Planning Director	\$175 per hour (1 hour minimum)	
Contract Planner	\$150 per hour (1 hour minimum)	
Contract work for Developer interests	\$150 per hour (1 hour minimum)	
Easement Acquisition Negotiator	\$150 per hour (1 hour minimum)	
Additional Services	\$150 per hour (1 hour minimum)	
* Assume easy access to documents - additional research listed under additional services		

Reimbursable Expenses (\$150 per hour)

Reimbursable expenses shall include, but not be limited to, the following:

Mileage (Per current IRS rate)

Domestic Travel Per Diem (Per current GSA rate plus lodging)

Other Direct Project Expenses (at cost plus 15%) including:

- Printing, graphics, photography and reproduction
- Special shipping

ADA SERVICES

Grand Total for Phase 1 Scope of Work

Phase 2 Details	Number of Hours	Rate per Hour	Sub-total
1A – ADA Coordinator & Liaisons Selection & Training	40	\$150.00	\$6,000.00
1B – ADA Notice Development & Distribution	40	\$150.00	\$6,000.00
1C – ADA Grievance Procedure Development & Distribution	40	\$150.00	\$6,000.00
1D – ADA Training of City Staff of Public Facing Depts.	56	\$150.00	\$8,400.00
Grand Total:	176 (1.5 wks)		\$26,400.00

Grand Total for Phase 2 Scope of Work

Phase 2 Details	Number of Hours	Rate per Hour	Sub-total
2A – ADA Self-evaluation	576	\$150.00	\$86,400.00
2B – ADA Transition Plan	96	\$150.00	\$14,400.00
2C – Public Participation, Outreach, and City Staff Training	40	\$150.00	\$6,000.00
2D – Meetings, Presentation to Council, and Documentation	168	\$150.00	\$25,200.00
Grand Total:	880 (5.5 mos.)		\$132,000.00

Note that any additional services above and beyond the scope of work noted above will incur additional fees which BV can review and provide cost estimates to accommodate the City.

HYGIENE SAFETY EXCELLENCE

Service(s)	Related Protocol(s)	Fee(s)
Consulting – Hygiene Safety Excellence Protocol (Guide)	Client Specific (One-time fee)	\$1,250 per man day
eLearning platform and sector specific modules	Client Specific	\$15 per user, plus • One-time setup cost \$500 • Optional custom portal per unique module / department function (\$2,000)
Physical Audit	Client Specific	\$1,450 estimate per Facility*
Surface Testing (optional)**	Client Specific	Pricing available for review
Certification	Client Specific	\$195 estimate per Facility
*The fee for a larger-sized building may be a higher fee than the estimated Fee shown in the Table. BVNA will propose a fee per facility.		
**BVNA recommends 10 surface tests per property of random surfaces of service counters, etc.		



TOWN COUNCIL COMMUNICATION

MEETING DATE: November 12, 2024

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute a professional service agreement with Teague Nall & Perkins for the amount of \$65,000 for professional engineering services including inspections, plan review, drainage review, grading plan review, civil drawings, and attendance at department meetings throughout the year. (Matt Cox, Director of Community Development)

BACKGROUND/SUMMARY: The Community Development Department utilizes a professional engineering services contract with Teague Nall & Perkins (TnP) on an as-needed basis in lieu of hiring a full-time Town engineer. TnP assists Town staff with reviewing residential and commercial plans and projects, approving grading and drainage plans, conducting civil construction inspections, and overseeing Trophy Club's storm water and flooding construction projects. Utilizing a third-party contract with TnP allows the Town to offer professional level engineering services to Trophy Club residents at a lower cost than employing a position in house.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: Funding for the not-to-exceed \$65,000 professional services agreement with Teague Nall & Perkins is provided for in the FY 2025 Budget in the Community Development General Fund professional outside services account.

LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the contract as to form and legality.

ATTACHMENTS:

1. Service Agreement

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute a professional service agreement with Teague Nall & Perkins for the amount of \$65,000 for professional engineering services including inspections, plan review, drainage review, grading plan review, civil drawings, and attendance at department meetings throughout the year.

STATE OF TEXAS §

COUNTY OF DENTON §

AGREEMENT FOR ENGINEERING SERVICES

This Agreement for Engineering Services (the “Agreement”) made, entered into and executed 7th day of October 2024, by and between the TOWN OF TROPHY CLUB, a Texas home rule municipality (hereinafter referred to as “TOWN” or “Town”), and TNP, Inc., Consulting Engineers, (hereinafter referred to as “ENGINEER” or “Engineer”), with principal offices at 5237 Riverside Drive Suite 100, Fort Worth, Texas. TOWN and ENGINEER will be referred to individually as “Party,” and collectively, as the “Parties.”

WITNESSETH, that whereas the TOWN desires engineering design or consultation on various issues and requires engineering services on various public work improvements, and the TOWN has determined that the ENGINEER is the most highly qualified provider of professional services in accordance with Texas Gov’t Code Ch. 2254.

NOW, THEREFORE, the TOWN and the ENGINEER, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I. EMPLOYMENT OF ENGINEER

The TOWN agrees to employ the ENGINEER as and when needed for various projects and the ENGINEER agrees to perform professional engineering services in connection with such projects as stated in Section II below, and having rendered such services, the TOWN agrees to pay to the ENGINEER compensation as stated in Section V below.

SECTION II. CHARACTER AND EXTENT OF SERVICES

The ENGINEER shall, at the TOWN’s request, render the following professional services for the TOWN.

- A. Meetings: At the specific request of the TOWN, the ENGINEER will attend meetings and hearings of the Town Council and various Town boards and committees.
- B. Review of Development Proposals: At the request of the TOWN, the ENGINEER will review plats, site plans, and public improvement plans for various public and private projects proposed in the TOWN. This review will include comment on drainage systems; traffic; conformance with codes and policies; flood plain management; construction and maintenance of streets; discrepancies in easement’s acknowledgments, or certifications; and other potential problems noted in the proposed development during the engineering review. The ENGINEER will provide the TOWN with its findings in a letter report in a timely manner. At the request of the TOWN, the ENGINEER may be requested to present and support his findings at various public meetings.

- C. Flood Plain Management: At the request of the TOWN, the ENGINEER will provide technical assistance in review of flood hazard boundary determinations by the Federal Emergency Management Agency; review development permit applications within floodways and floodway fringes; and assist in conferences with federal, state and local officials.
- D. Capital Improvements Planning: At the request of the TOWN, the ENGINEER will provide technical assistance in reviewing capital needs for the TOWN and estimating probable costs of such facilities.
- E. TOWN Specifications and Requirements: At the request of the TOWN, the ENGINEER will provide technical assistance and consultation on various requirements and standard specifications used by the TOWN.
- F. Standard of Care: The ENGINEER agrees to furnish the professional services in accordance with the terms and conditions of this Agreement: (1) with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

SECTION III. ADDITIONAL SERVICES

The TOWN may choose to initiate exclusive negotiations with the ENGINEER for any or all design services on any public works project initiated by the TOWN during the term of this Agreement. The TOWN reserves the right to terminate negotiations under this Section and seek employment of another engineer if, in the opinion of the TOWN, the fees proposed by the ENGINEER are unacceptable, or adequate staff is not available from the ENGINEER to complete the project in a timely manner, or the services requested require special expertise for which another engineer is considered more qualified.

SECTION IV. PERIOD OF SERVICE

This Agreement shall become effective upon execution by the TOWN and the ENGINEER and shall remain in force until terminated under the provisions of Section X below.

SECTION V. COMPENSATION

- A. Engineering Services: The ENGINEER shall be compensated based on the Standard Rate Schedule provided in Attachment "A". Salary costs shall be paid by the ENGINEER, and includes the employer's share of Social Security, holiday, vacation, sick leave, Workmen's Compensation Insurance, and federal and state unemployment insurance.
- B. Surveying Services: Surveying services shall be based on the Standard Rate Schedule provided in Attachment "A". Salary costs shall be paid by the ENGINEER, and includes the employer's share of Social Security, holiday, vacation, sick leave, Workmen's Compensation Insurance, and federal and state unemployment insurance. The Rate Schedule will be based on various crew sizes, office staff, and equipment used.
- C. Other Expenses: Actual out-of-pocket expenses that are incurred during the progress of the work at ENGINEER's cost, plus 10%. The actual out-of-pocket expenses include: air fare, automobile rental if required, mileage charges, parking, tolls, taxi, meals, lodging, printing and reproduction costs for work outsourced, and other miscellaneous costs incurred specifically under this Agreement.

D. Work by Others: For work done by others, at the actual cost to the ENGINEER of such services, plus 10%.

E. Independent Contractor: ENGINEER shall perform its obligations under this Agreement as an independent contractor and shall not be considered an agent, representative, or employee of the Town for any purpose whatsoever, including, but not limited to, entitlement to Town employee benefits. ENGINEER hereby expressly waives any claim or entitlement to such benefits. Furthermore, the Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or trust. Nothing contained in the Agreement shall create a contractual relationship with, or any rights in favor of, any third-party.

F. The ENGINEER may submit invoices for services rendered no more frequently than monthly, accompanied by an explanation of the services provided and any necessary supporting documentation.

SECTION VI. OWNERSHIP AND USE OF DOCUMENTS

All documents, including original drawings, estimates, specifications, field notes, and data are instruments of service provided for the TOWN and paid for with public funds that may be subject to the Texas Public Information Act, and shall become and remain the property of the TOWN as instruments of service for public use and reproduction, except that any use or reproduction of the aforementioned instruments of service by the TOWN outside of the scope of this Agreement shall be without use of ENGINEER's name or registration seal and without any liability to the ENGINEER, its agents, employees, subcontractors, and consultants.

ENGINEER further agrees that during the course and scope of this Agreement, except with TOWN's knowledge and consent, ENGINEER shall not represent any third-party against the TOWN in any claim, litigation, or other matter, or be retained to act as an expert witness for any third party in any claim, litigation, or any other matter that is, or may be, adversarial to the TOWN, as determined by the TOWN.

Acceptance by the TOWN of the ENGINEER's work shall not constitute nor be deemed a release of the responsibility and liability of ENGINEERs, its employees, subcontractors, agents, or consultants for the accuracy and competency of ENGINEER's work; nor shall such acceptance be deemed to be an assumption of such responsibility by the TOWN for any defect, error, or omission in the ENGINEER's work, its employees, subcontractors, agents, and consultants. ENGINEER, shall without additional costs or fee to the TOWN, correct or revise any errors or deficiencies in the ENGINEER's performance.

SECTION VII. INDEMNITY

THE ENGINEER SHALL HOLD HARMLESS, DEFEND, AND INDEMNIFY THE TOWN FROM ALL CLAIMS AND LIABILITY FOR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTS FROM AN ERROR, OMISSION, ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ENGINEER OR THE ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL. THE ENGINEER SHALL ALSO REIMBURSE THE TOWN FOR ANY AND ALL LEGAL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES WHICH MIGHT BE INCURRED BY THE TOWN IN LITIGATION OR OTHERWISE RESISTING SAID CLAIM OR LIABILITIES, WHICH MIGHT BE INCURRED BY, CHARGED AGAINST, OR IMPOSED ON THE TOWN AS THE RESULT OF SUCH NEGLIGENT ACTS OR OMISSIONS BY THE ENGINEER IN PROPORTION TO THE ENGINEER'S LIABILITY. THIS PROVISION SHALL BE CONSTRUED TO THE GREATEST EXTENT POSSIBLE IN COMPLIANCE WITH THE INDEMNITY LIMITATIONS OF TEXAS

SECTION VIII. INSURANCE

The ENGINEER shall effect and maintain insurance to protect itself from claims under workmen's compensation act's claims for damages because of bodily injury including personal injury; sickness or disease; or death of any of its employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which it is legally liable. The ENGINEER shall provide to the TOWN a copy of the certificate of insurance under such policy naming the TOWN as additional insured.

SECTION IX. ARBITRATION

No arbitration arising out of, or relating to, the Agreement involving one party to this Agreement may include the other party to this Agreement without their approval.

SECTION X. TERMINATION

Either party to this Agreement may terminate the Agreement by giving the other at least thirty (30) days' notice in writing. Upon delivery of such notice by the TOWN to the ENGINEER, and upon expiration of the thirty (30) day notice period, the ENGINEER shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the ENGINEER shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The TOWN shall then pay the ENGINEER for those services actually performed under this Agreement prior to the receipt of a termination notice, less such payments on account of the charges as have been previously made; provided, however, that the TOWN shall not then be required to pay for those services of the ENGINEER for which the TOWN terminated this Agreement and which are therefore in dispute. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement shall be delivered to the TOWN at no additional cost to the TOWN when and if this Agreement is terminated.

SECTION XI. SUCCESSORS AND ASSIGNMENTS

The TOWN and the ENGINEER each binds themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party in respect to all covenants of this Agreement; except as provided above, neither the TOWN nor the ENGINEER shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be constructed as creating any personal liability on the part of any officer or agent of any public body that may be a Party hereto.

SECTION XII. GENERAL TERMS

A. Additional Verifications. To the extent required by Texas law, the ENGINEER verifies that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the Agreement discriminate against a firearm entity or firearm trade association; (2) It does not "boycott Israel" as that term is defined in Texas Government Code § 808.001 and 2271.001, and it will not boycott Israel during the term of the Agreement; (3) It does not "boycott energy companies," as

those terms are defined in Texas Government Code §§ 809.001 and 2276.001, and it will not boycott energy companies during the term of the Agreement; (4) It does not engage in scrutinized business operations with Sudan, Iran, or designated foreign terrorist organization as defined in Texas Government Code, Chapter 2270; and (5) It is not owned by or the majority of its stock or other ownership interest is held or controlled by i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country as defined by Texas Government Code § 2275.0101; or ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; nor is it headquartered in China, Iran, North Korea, Russia, or a designated country.

B. Public Funding. This Agreement is subject to the appropriation of public funds by the Town in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Agreement for that fiscal year. The obligation of the Town pursuant to this Agreement in any fiscal year for which this Agreement is in effect shall constitute a current expense of the Town for that fiscal year only, and shall not constitute an indebtedness of the Town of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Agreement, this Agreement may be terminated without any liability to either party.

C. Ethics Disclosure. To the extent required by law, the ENGINEER represents that it has completed a Texas Ethics Commission (the "TEC") form 1295 ("Form 1295") generated by the TEC's electronic filing application in accordance with the provisions of Texas Gov't Code Ch. 2252.908 and the rules promulgated by the TEC. The parties agree that, with the exception of the information identifying the Town and the contract identification number, the Town is not responsible for the information contained in the Form 1295.

D. Non-collusion. ENGINEER represents and warrants that ENGINEER has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration prohibited by law to any person as an inducement to obtain the services to be provided to the TOWN under this Agreement.

E. Non-Discrimination. To the extent required by law, the ENGINEER and the ENGINEER'S Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The ENGINEER shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. The ENGINEER agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies as required by law.

F. Governing Law and Venue. The Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state or country. The obligations of the Parties to the Agreement shall be performable in Denton County, Texas, and if legal action is necessary in connection with or to enforce rights under the Agreement, exclusive venue shall lie in Denton County, Texas.

G. Completeness of Contract. This Agreement and the documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the Parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the Parties hereto. If there is any conflict between the terms of this Agreement and the documents attached hereto, the terms of this Agreement shall control. This Agreement may not be subsequently modified except by a writing signed by both Parties.

H. Governmental Functions and Immunity. The parties hereby acknowledge and agree that the Town is entering into this Agreement pursuant to its governmental functions and that nothing contained in the

Agreement shall be construed as constituting a waiver of the Town's governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. Notwithstanding anything to the contrary herein, the parties hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the Town's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practice and Remedies Code ("CPRC"), including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in CPRC Chapter 101 and Chapter 75.

This agreement is executed in two counterparts.

IN TESTIMONY WHEREOF, the parties hereto have executed this agreement the day and year first above written.

TOWN OF TROPHY CLUB
(TOWN)

TNP, Inc.
(ENGINEER)

Brandon Wright, Town Manager

Michael S. Wilson, P.E.
Director of Engineering Services/Principal

ATTEST:

ATTEST:

Tammy Dixon, Town Secretary

ATTACHMENT "A"

STANDARD RATE SCHEDULE

*Effective January 1, 2024 **

Engineering/Landscape Architecture/ROW	Hourly Billing Rate
Principal or Director	\$310.00
Team Leader	\$285.00
Senior Project Manager	\$280.00
Project Manager	\$240.00
Senior Engineer	\$290.00
Project Engineer	\$190.00
Senior Structural Engineer	\$295.00
Structural Engineer	\$210.00
Engineer III/IV	\$170.00
Engineer I/II	\$145.00
Senior Landscape Architect/Planner	\$290.00
Landscape Architect / Planner	\$210.00
Landscape Designer	\$150.00
Senior Designer	\$195.00
Designer	\$170.00
Senior CAD Technician	\$165.00
CAD Technician	\$130.00
IT Technician	\$190.00
Clerical	\$90.00
ROW Manager	\$265.00
Senior ROW Agent	\$195.00
ROW Agent	\$155.00
Relocation Agent	\$195.00
ROW Tech	\$110.00
Intern	\$90.00

Surveying	Hourly Billing Rate
Survey Manager	\$310.00
Registered Professional Land Surveyor (RPLS)	\$265.00
Field Coordinator	\$160.00
S.I.T. or Senior Survey Technician	\$155.00
Survey Technician	\$140.00
1-Person Field Crew w/Equipment**	\$170.00
2-Person Field Crew w/Equipment**	\$200.00
3-Person Field Crew w/Equipment**	\$225.00
4-Person Field Crew w/Equipment**	\$245.00
Flagger	\$65.00
Abstractor (Property Deed Research)	\$105.00
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	\$475.00
Terrestrial Scanning Equipment & Crew	\$290.00

Utility Management, Utility Coordination, and SUE	Hourly Billing Rate
Senior Utility Coordinator	\$190.00
Utility Coordinator	\$170.00
SUE Field Manager	\$190.00
Sr. Utility Location Specialist	\$180.00
Utility Location Specialist	\$135.00
1- Person Designator Crew w/Equipment***	\$165.00
2- Person Designator Crew w/Equipment***	\$220.00
2-Person Vac Excavator Crew w/Equip (Exposing Utility Only – 4 hour minimum)	\$335.00
Core Drill (equipment only – per day)	\$830.00
SUE QL-A Test Hole (0 < 8 ft; cost per each)***	\$2,400.00
SUE QL-A Test Hole (> 8 < 15 ft; cost per each)***	\$2,900.00

Construction Management, Construction Engineering and Inspection (CEI)	Hourly Billing Rate
Construction Inspector I/II	\$120.00
Construction Inspector III	\$140.00
Senior Construction Inspector	\$160.00
Construction Manager	\$235.00
Senior Construction Manager	\$280.00

Direct Cost Reimbursables

A fee equal to 3% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP.

Any permit fees, filing fees, or other fees related to the project and paid on behalf of the TOWN by TNP to other entities shall be invoiced at 1.10 times actual cost.

Notes:

All subcontracted and outsourced services shall be billed at rates comparable to TNP's billing rates above or cost times a multiplier of 1.10.

** Rates shown are for 2024 and are subject to change in subsequent years.*

*** Survey equipment may include truck, ATV, Robotic Total Station, GPS Units and Digital Level.*

**** Includes crew labor, vehicle costs, and field supplies.*



TOWN COUNCIL COMMUNICATION

MEETING DATE: November 12, 2024

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute a professional services agreement with HE Planning+Design, LLC in an amount not to exceed \$30,000 for on-call professional planning and consulting services. (Matt Cox, Director of Community Development)

BACKGROUND/SUMMARY: The Community Development Department utilizes professional planning services provided by HE Planning+Design, LLC on an as-needed basis in lieu of a hiring a full-time Town planner. Under the proposed contract, HE Planning provides at least one staff person on an on-call basis to review and make recommendations on development applications, assist with reports and memos, draft Town ordinances for the Town Attorney's review, and advise Town staff on any other development-related matters. This contract is a cost-effective method for ensuring quality service delivery to Trophy Club residents. On-call planning services provided by HE Planning+Design is budgeted for an amount not exceed \$30,000.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: Funding for the not-to-exceed \$30,000 professional services agreement with HE Planning+Design is provided for in the FY 2025 Budget in the Community Development General Fund professional outside services account.

LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the contract as to form and legality.

ATTACHMENTS:

1. Service Agreement

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute a professional services agreement with HE Planning+Design, LLC in an amount not to exceed \$30,000 for on-call professional planning and consulting services.

October 8, 2024

Mr. Matthew Cox
Director of Community Development
Town of Trophy Club
1 Trophy Wood Drive
Trophy Club, Texas 76262

**RE: *Professional Services Agreement for Planning Services for the Town of Trophy Club,
Denton and Tarrant County, Texas.***

Dear Matthew:

Thank you for considering HE Planning+Design, LLC (HEP+D) for professional on-call planning services for the Town of Trophy Club for the fiscal year of October 2024 through September 2025. I have outlined the services I propose to complete below.

SCOPE OF SERVICES

Planning Tasks

HEP+D will provide technical review of the following applications:

1. Zoning Applications, including Straight Zoning, Specific Use Permits, Conditional Use Permits, and Planned Development Districts;
2. Board of Adjustment Applications;
3. Site Plan Applications;
4. Plat Applications;
5. Landscape and Screening Applications;
6. Sign Applications;
7. Variance and Waiver Applications;
8. Draft Agendas and Case Reports for posting;
9. Drafting PD, SUP, and CUP ordinances for city attorney review;
10. Minor ordinance and Comprehensive Plan amendments necessary to process a zoning application; and
11. Respond to zoning and development inquiries from city staff and others (as authorized by staff) and provide direction based on ordinance regulations in effect at the time of the inquiry.

Method

HEP+D will:

1. Review the applications and identify compliance with the adopted zoning ordinance, subdivision regulations, comprehensive plan, and other adopted plans;
2. Provide the reviews in written and graphic format (PDF review) for clear understanding of the comments;

3. Coordinate review comments for consensus with staff, city engineer, city attorney, Trophy Club Municipal Utility District, TXDOT, and other required entities as authorized by you; and
4. Will prepare the yearly submission application calendar and provide updates as indicated and directed by you and the Town Secretary throughout the year.

Review Turnaround

HEP+D will provide the review comments within ten (10) business days of receipt of the application.

Agendas, publications in the official newspaper, and public hearing notices will be sent to you and the Town Secretary for posting in the Town's official agenda location and on the Town of Trophy Club website. Notifications that are required to be mailed will be provided to you and the Town Secretary for mailing from the Town. HEP+D will provide the ownership database for mailing label production. Agendas will be sent no later than 24 hours prior to a posting deadline. Publications required to appear in Trophy Club's official newspaper will be sent via email to the Community Development Department 24 hours prior to the publication's deadlines unless directed to submit notifications to the Town Secretary for submission.

Please note, applicants that do not resubmit according to the deadline date on the adopted development calendar will be processed on an amended schedule and will not be placed on the originally anticipated agenda date for consideration.

Meetings

HEP+D, Helen-Eve L. Beadle, AICP will attend meetings with applicants, consultants, and town staff in person or via internet session, as directed by you.

FEE AND BILLING

HEP+D will perform the services described above based on the **Town of Trophy Club General Planning Services** for the hourly rates below.

Intern	\$60.00
Planner I	\$90.00
GIS Analyst	\$100.00
Planner Project Manager	\$120.00
Principal Planner	\$175.00
Invoice Fee/each	\$50.00
Administrative Assistant	\$40.00

Direct expenses such as blueprinting, copying (full size and reductions included), scanning, color copies, mileage, deliveries, will be invoiced at 1.15 times cost.

On-call Planning Services

Hourly, not to exceed \$30,000.00*

*The fee quoted above is based on review of past agendas available and general understanding of the number of cases per year. Should the scope of services change from the contents in this agreement, I will notify you of the need to reconsider the scope.

Invoices will be submitted monthly based on services performed. Billing will be due and payable to HE Planning+Design, LLC, 8458 Howell Drive, Frisco, Texas 75034 within 25 days of receipt.

ADDITIONAL SERVICES

Any items requested by you that are not outlined in the above scope would be considered additional services and would be provided as requested and authorized by you. In the event you need these services for such items I can provide you with a letter agreement for them.

This scope does not include:

1. Preconstruction meeting attendance, Public Improvement Developer's Agreements, Financial Assurance, Bonds, Construction Contracts, Inspections, Impact Fee updates, and Right-of-Way Permits as those tasks are under the responsibility of an engineer.
2. Comprehensive Plan updates, zoning ordinance, subdivision ordinance, and ordinance rewrites/updates.
3. GIS Geographic Information System services including mapping updates.

CLOSURE

Your signature and return of one copy of this professional services agreement shall serve as direction to proceed.

I appreciate the opportunity to submit this agreement for on-call professional planning services. Please contact me if you have any questions. I look forward to continuing working with you and the Town of Trophy Club.

Sincerely,



Helen-Eve L. Beadle, AICP

AGREED and accepted this _____ day of _____, 202.

Brandon Wright, Town Manager
Town of Trophy Club



TOWN COUNCIL COMMUNICATION

MEETING DATE: November 12, 2024

FROM: Chase Ellis, Director of Parks & Recreation

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute a purchase agreement with SiteOne Landscape Supply in an amount not to exceed \$40,000 for various irrigation and landscaping supplies. (Chase Ellis, Director of Parks & Recreation)

BACKGROUND/SUMMARY: The Parks & Recreation Department regularly purchases essential irrigation and landscaping supplies from SiteOne Landscape Supply. SiteOne offers a comprehensive selection of products that support the department's ongoing maintenance and enhancement of park landscapes and facilities. This vendor provides high-quality, durable products including irrigation components, fertilizers, herbicides, and other landscape materials that help ensure efficient water management and healthy, visually appealing green spaces for the community. By maintaining an active purchase order with SiteOne Landscape Supply, the Parks Department secures reliable access to these necessary materials, supporting continuous park upkeep and promoting the quality of life in Trophy Club.

Site One Landscape is a participant in the BuyBoard Purchasing Cooperative:

Materials	BuyBoard Purchasing Cooperative Contract
Field and turf irrigation products, landscaping products, and specialty conditioners/soils	Contract 705-23
Grounds maintenance equipment, parts, and supplies	Contract 706-23

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: Funding for the on-demand blanket purchase agreement up to \$40,000 is provided for in the FY 2025 Budget in the General Fund Parks Department property maintenance account.

LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the contract as to form and legality.

ATTACHMENTS:

1. SiteOne Landscape Supply BuyBoard Information

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute a purchase agreement with SiteOne Landscape Supply in an amount not to exceed \$40,000 for various irrigation and landscaping supplies.

April 17, 2023

Sent Via Email: kmcginty@siteone.com

Keith McGinty
SiteOne Landscape Supply
1385 East 36th St.
Cleveland, OH 44114

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation No. 705-23, Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2023 through May 31, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 705-23 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

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

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

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

Sincerely,



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



April 17, 2023

Sent Via Email: kmcginty@siteone.com

Keith McGinty
SiteOne Landscape Supply
1385 East 36th St.
Cleveland, OH 44114

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award*; Proposal Invitation No. 705-23, Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2023 through May 31, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 705-23 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

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

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

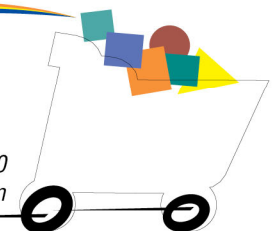
On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at 800-695-2919.

Sincerely,

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

v.02.01.2021

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





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

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Field and Turf
Irrigation Products, Landscaping Products, and
Specialty Conditioners/Soils

Proposal Due Date/Opening Date and Time:
February 2, 2023, at 4:00 PM

Proposal Invitation Number: 705-23

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

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

Anticipated Cooperative Board Meeting Date:
April 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.

SiteOne Landscape Supply

Name of Proposing Company

1/9/23

Date

1385 East 36th St

Street Address

Signature of Authorized Company Official

Cleveland, OH 44012

City, State, Zip

Keith O. McGinty

Printed Name of Authorized Company Official

216.404.4738

Telephone Number of Authorized Company Official

Director

Position or Title of Authorized Company Official

248.581.1433

Fax Number of Authorized Company Official

36-4485550

Federal ID Number



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: KM



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

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

FELONY CONVICTION DISCLOSURE

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

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

Please check (✓) one of the following:

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

Name of Felon(s): _____

Details of Conviction(s): _____

Initial: KN



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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):

SiteOne Landscape Supply

300 Colonial Center Pkwy

Company Name

Address

Roswell

GA

30076

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: KM



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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: KM



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NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

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

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

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

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

- ☐ I certify that my company has been certified as a HUB in the following categories:
- | | |
|---|--|
| ☐ Minority Owned Business | ☐ Women Owned Business |
| ☐ Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense) | |

Certification Number: _____

Name of Certifying Agency: _____

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

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

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

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

Initial: Kn



CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

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

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

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

Initial: RM



DEVIATION AND COMPLIANCE

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

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

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

Please check (✓) one of the following:

BuyBoard Accepts Deviations

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

List and fully explain any deviations you are submitting:

FOB Shipping Point - Product picked up at branch is freight free. Product shipped/delivered to the customer may have a freight charge added to the order. Call the local branch at time of order to verify.

Initial: KM



VENDOR CONSENT FOR NAME BRAND USE

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

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

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

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

OPT OUT:

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

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

Initial: KM



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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

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

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

Please check (✓) one of the following:

☒

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

☐

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

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

Confidential / Proprietary Information:

(Attach additional sheets if needed.)

Initial: KM



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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: KS



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: KP



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3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

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

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

☒ **YES**, I agree.

☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

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

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

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial: RM



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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: KR



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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: KM



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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

SiteOne Landscape Supply

Company Name

Signature of Authorized Company Official

Keith O. McGinty, Director

Printed Name and Title

1/9/2023

Date



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PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

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

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

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

VENDOR BUSINESS NAME

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

Name of Proposing Company: Keith O. McGinty

*(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): DE

Federal Employer Identification Number: 36-4485550
*(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.)*

SiteOne Landscape Supply

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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

SiteOne Landscape Supply, LLC

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

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

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

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **C**

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any)

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

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

1385 East 36th St

6 City, state, and ZIP code

Cleveland, OH, 44114

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

3 6 - 4 4 8 5 5 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► **1-12-23**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



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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: \$ 2,500,000. (The period of the 12-month period is 1/1/22 / 12/5/22). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
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	Y	Mohave	423820/444220

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

CURRENT BUYBOARD VENDORS

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

Current Discount (%): Varies based on category

Proposed Discount (%): Varies based on category

Explanation: Discounts vary based on product category and manufacturer



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GOVERNMENTAL REFERENCES

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

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1. See Attached					
2.					
3.					
4.					
5.					

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

The possibility exists to provide lower pricing based on circumstances at the time of sale.

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.)



REFERENCES:

KATY Independent School District
281-396-6000
PO Box 159
Katy, TX 77492

City of Carrollton
972-466-3115
PO Box 110535
Carrollton, TX 75011

Fort Worth Independent School District
817-814-2000
100 North University Drive
Fort Worth, TX 76107

Tarrant County College District
817-480-4132
4801 Marine Creek Parkway
Fort Worth, TX 76179

Arlington Independent School District
682-867-7352
1203 West Pioneer Parkway
Arlington, TX 76013

About SiteOne Landscape Supply

Working with SiteOne Landscape Supply means more than just quality products and the best service in the industry – it means having a true business partner, dedicated to your needs and the needs of your members.

Our heritage is one of true value-added customer service, and our combined companies offer over 45 years of success in the industry. We want to be where you need us; and we strive every day to support the industry's top professionals.

SiteOne Landscape Supply, Inc. is the largest and only national full product line wholesale distributor of landscape supplies in the United States. Its customers are primarily residential and commercial landscape professionals who specialize in the design, installation and maintenance of lawns, gardens, golf courses and other outdoor space.

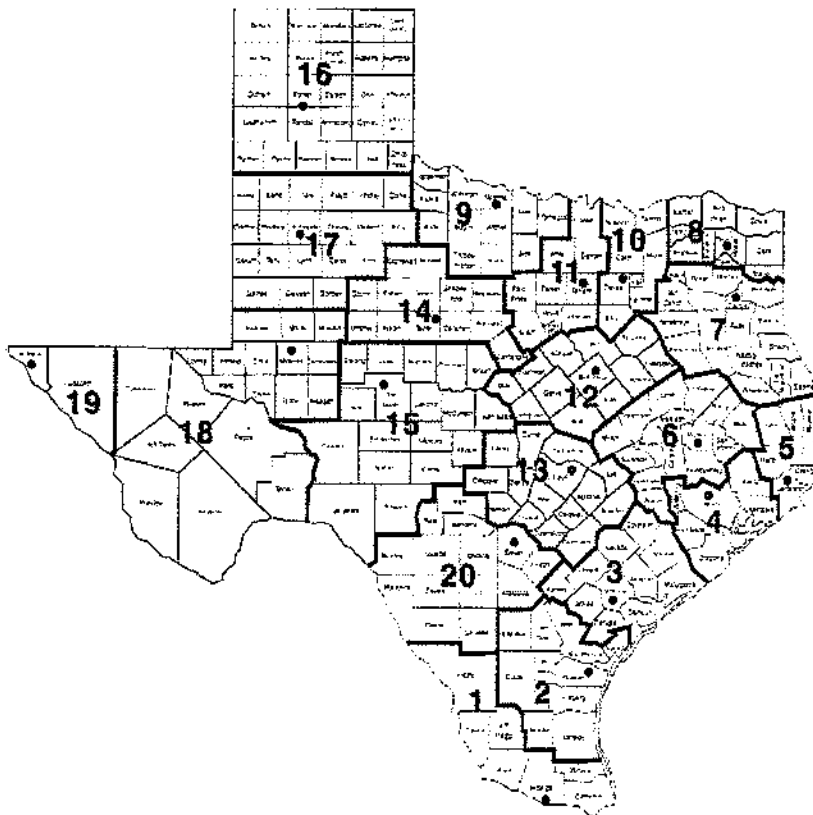
For more information, visit us at www.siteone.com.

TEXAS REGIONAL SERVICE DESIGNATION

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

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

Regional Education Service Centers



Region and Headquarters

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



STATE SERVICE DESIGNATION

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

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

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

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

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

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



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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

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

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

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



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

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

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

SiteOne Landscape Supply

Name of Vendor

705-23

Proposal Invitation Number

Keith O. McGinty

Printed Name of Authorized Company Official


Signature of Authorized Company Official

1/9/2023

Date



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LOCATION / AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary.
NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract.

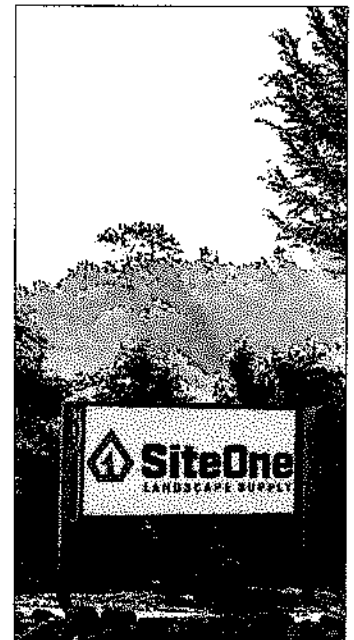
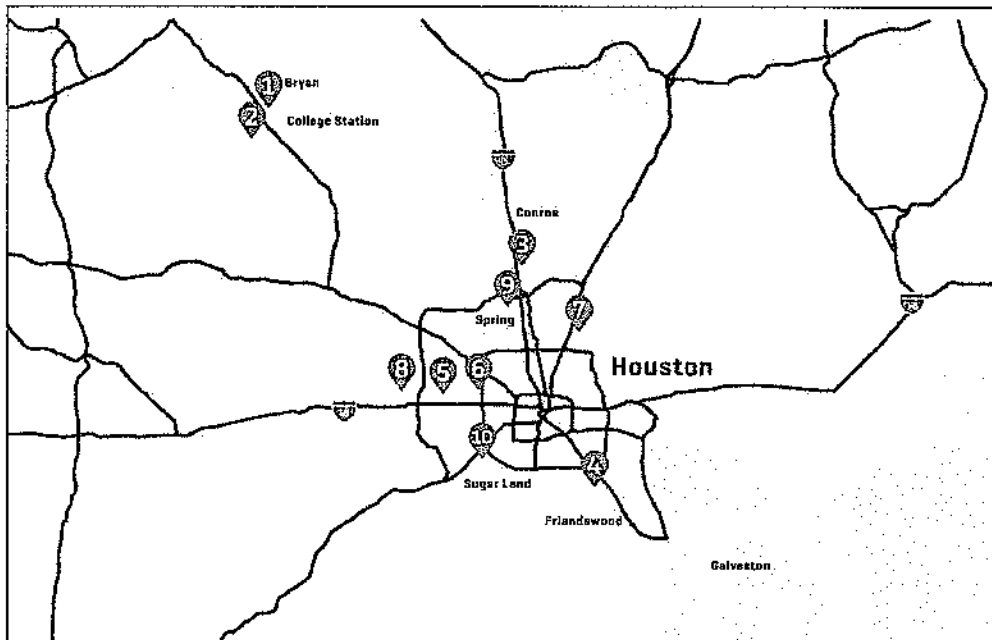
If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)
SEE ATTACHED		

HOUSTON

10 AREA BRANCHES

Supplies, Service & Support. Right Around the Corner.



1. COLLEGE STATION | #269 
10253 State Hwy. 30
College Station, TX 77845
979.776.8000
Tony Rivera | Manager

4. FRIENDSWOOD | #510
4448 FM 2351 Rd.
Friendswood, TX 77546
281.819.4522
Justin Potthoff | Manager

7. HUMBLE | #267
1734 1st. St. E.
Humble, TX 77338
281.713.9996
Robert Cardona | Manager

10. STAFFORD | #518
10410 Mula Rd.
Stafford, TX 77477
281.498.0904
John-Paul Melendez | Manager

2. COLLEGE STATION | #162 
3312 State Hwy. 6 S.
College Station, TX 77845
979.696.6443
Denzel Rogers | Manager

5. HOUSTON | #679  
3802 Barker Cypress Rd.
Houston, TX 77084
281.398.3040
Macy Morgan | Manager

8. KATY | #552
26118 Clay Rd.
Katy, TX 77493
281.398.9388
Nathan Tungland | Manager

3. CONROE | #251
8823 Fawn Trl. Ste. B
Conroe, TX 77385
936.273.7717
Scott Everett | Manager

6. HOUSTON | #204 
4519 Brittmoore Rd.
Houston, TX 77041
713.849.2700
Alejandro Maler | Manager

9. SPRING | #214 
21145 Falvel Rd.
Spring, TX 77388
281.353.8502
Kraig King | Manager

 Stone center

 Nursery location

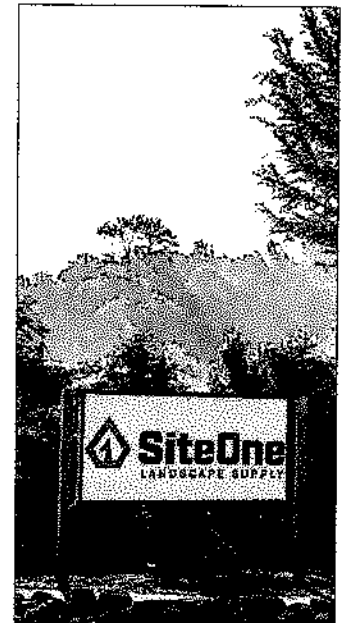
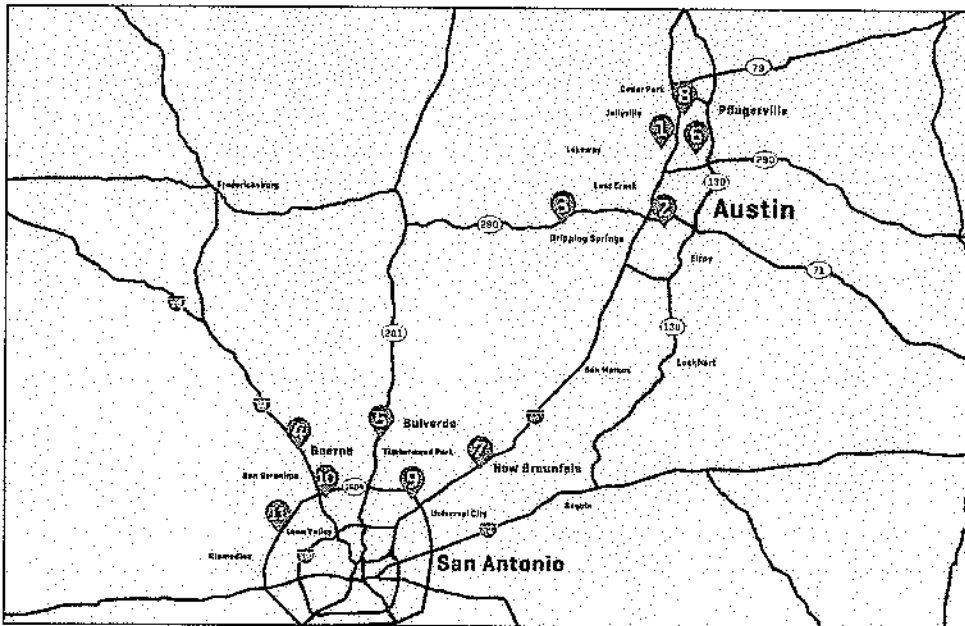
SiteOne.com

 **SiteOne**
LANDSCAPE SUPPLY
Stronger Together

SAN ANTONIO & AUSTIN

11 AREA BRANCHES

Supplies, Service & Support. Right Around the Corner.



1. AUSTIN | #164
10805 Metric Blvd.
Austin, TX 78758
512.833.5070

4. BOERNE | #526
26923 Interstate 10 W
Boerne, TX 78006
210.687.1005

7. NEW BRAUNFELS | #531
4875 S Interstate 35
New Braunfels, TX 78132
830.628.2503

10. SAN ANTONIO | #512
16113 University Oak
San Antonio, TX 78249
210.764.0619

2. AUSTIN | #240
7110 E Ben White Blvd.
Austin, TX 78741
512.389.5112

5. BULVERDE | #528
29260 US Highway 281 N
Bulverde, TX 78163
830.980.7901

8. PFLUGERVILLE | #211
1938 Waukesha Dr.
Pflugerville, TX 78660
512.989.7510

11. SAN ANTONIO | #527
8349 W Loop 1604 N
San Antonio, TX 78254
210.688.9435

3. AUSTIN | #320
12015 US-290
Austin, TX 78737
512.288.8488

6. MANOR | #682
12550 Harris Branch Pkwy
Manor, TX 78653
512.278.0997

9. SAN ANTONIO | #165
15934 Nacogdoches Rd.
San Antonio, TX 78247
210.656.8100

Stone center

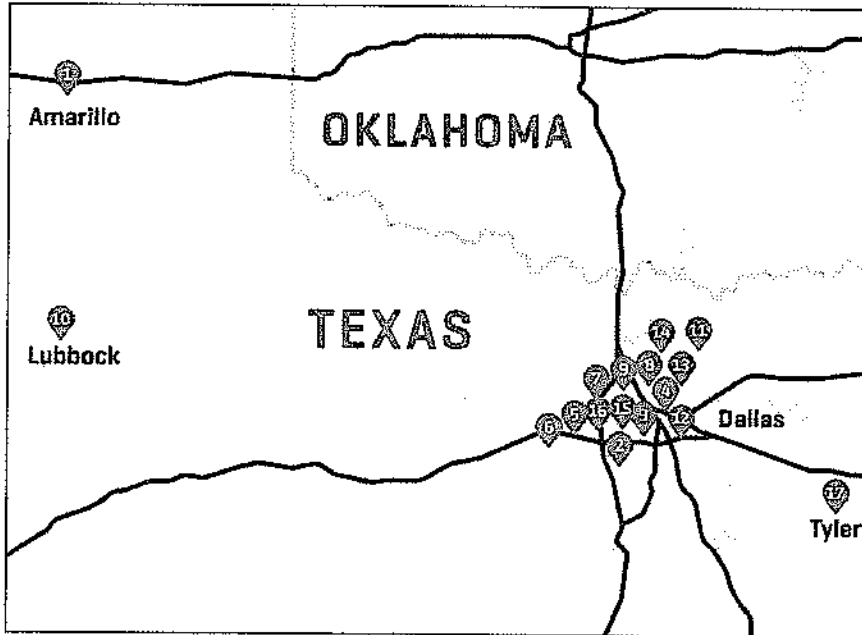
Nursery location

SiteOne.com

SiteOne
LANDSCAPE SUPPLY
Stronger Together

NORTH TEXAS

17 AREA BRANCHES



Nursery



Hardscape Center

1. AMARILLO | #219
4113 Republic Ave.
Amarillo, TX 79109
806.463.6334

2. ARLINGTON | #220
811 W. Harris Rd.
Arlington, TX 76001
817.557.9782

3. DALLAS | #201
2617 Andjon Dr.
Dallas, TX 75220
214.352.7755

4. DALLAS | #199
13510 Floyd Cir.
Dallas, TX 75243
972.231.0535

5. FORT WORTH | #168
1004 S. Sylvania Ave.
Fort Worth, TX 76111
817.334.7926

6. FORT WORTH | #134
1421 Markum Ranch Rd.
Fort Worth, TX 76126
817.249.2700

7. KELLER | #223
4733 Keller Haslet Rd.
Fort Worth, TX 76244
817.490.0330

8. LEWISVILLE | #681
521 Huffines Blvd.
Lewisville, TX 75056
972.939.1144

9. LEWISVILLE | #205
701 S. Stemmons Fwy., Ste. 50
Lewisville, TX 75067
972.434.0408

10. LUBBOCK | #207
5815 50th St.
Lubbock, TX 79424
806.780.7995

11. MCKINNEY | #202
1501 Mercury Cir.
McKinney, TX 75071
469.742.0953

12. MESQUITE | #210
2945 E. Meadows Blvd.
Mesquite, TX 75150
972.681.5511

13. PLANO | #212
1200 Summit Ave.
Plano, TX 75074
972.881.0205

14. PROSPER | #226
544 S. Dallas Pkwy.
Prosper, TX 75078
972.346.3577

15. SOUTHLAKE | #241
260 Bank St.
Southlake, TX 76092
817.488.9392

16. SOUTHLAKE | #1016
1900 Brumlow Ave.
Southlake, TX 76092
817.685.2448

17. TYLER | #217
1913 Deerbrook Dr.
Tyler, TX 75703
903.581.8877



N/A

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MANUFACTURER DEALER DESIGNATION

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

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

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

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

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

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

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



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.

SiteOne Landscape Supply was established in 2001 after Deere & Company ("Deere") acquired McGinnis Farms and Century Rain Aid in 2001, United Green Mark in 2005 and LESCO in 2007.

SiteOne Landscape Supply, Inc (parent) is a publicly traded company and it shares trade daily on the NYSE.

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.

At the local market level we organize our over 600 branches and 600 outside sales representatives into over 50 areas. Each area is staffed with associates that are knowledgeable in Agronomic, Irrigation and Landscape Supplies product lines. Consultative services provided by our local associates include product selection and support and assistance with design and implementation of landscape projects. These experts are lead by Branch Managers and Area Managers who are supported by Regional and Field Support teams.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (*Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.*) Attach additional pages if necessary.

See Attached

Supporting Cooperative Members

Working with SiteOne Landscape Supply means more than just quality products and the best service in the industry – it means having a true business partner, dedicated to your needs and the needs of your members.

We will initially inform all BuyBoard Cooperative Members that SiteOne Landscape Supply is an awarded vendor of products by emailing BuyBoard members with our company name and contact information along with other information as it applies.

We will provide ongoing support to BuyBoard Cooperative Members with ease due to our many branches located throughout Texas. We also have sales representatives that travel to meet with you and your municipality – such as our Agronomic Sales Representatives, Golf Sales Representatives, and our Outside Sales Representatives. Please see the attached list for locations, phone numbers, and Sales person names.

Our heritage is one of true value-added customer service, and our combined companies offer over 45 years of success in the industry. We want to be where you need us; and we strive every day to support the industry's top professionals.

For more information, visit us at www.siteone.com.



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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.

SiteOne Landscape Supply, LLC is indirectly owned by SiteOne Landscape Supply, Inc a publicly traded company on the NYSE. Its financial statements can be downloaded at SEC Edgar <https://www.sec.gov/edgar/searchedgar/companysearch.html>. SiteOne debt has a Ba1 rating from Moody's and a BB rating from S&P. SiteONE has never filed for bankruptcy, receivership of insolvency.

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.

None

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

None

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

As the largest and only national supplier of landscaping products in the U.S., from time to time we are subject to ordinary course claims and litigation. None of these claims is material to our business or prohibits our ability to perform under this agreement.



N/A

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VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: *This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases.* Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: _____

Signature of Vendor Authorized Representative

Printed Name: _____

Title: _____

Date: _____

(For Cooperative Administrator Use Only)

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____



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REQUIRED FORMS CHECKLIST

(Please check (v) the following)

- ☒ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

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

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

- ☒ Reviewed/Completed: **Vendor Business Name**
- ☒ Reviewed/Completed: **Vendor Contact Information** *(complete in electronic proposal submission system)*
- ☒ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
- ☒ Reviewed/Completed: **Governmental References**
- ☒ Reviewed/Completed: **Company Profile**
- ☒ Reviewed/Completed: **Texas Regional Service Designation** *(complete in electronic proposal submission system)*
- ☒ Reviewed/Completed: **State Service Designation** *(complete in electronic proposal submission system)*
- ☒ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
- ☒ Reviewed/Completed: **Local/Authorized Seller Listings**
- ☒ Reviewed/Completed: **Manufacturer Dealer Designation**
- ☒ Reviewed/Completed: **Proposal Invitation Questionnaire**
- ☐ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*
- ☒ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) Manufacturer Authorization Letters must be submitted with the Proposal or the Proposal will not be considered.*



PROPOSAL SPECIFICATION SUMMARY

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

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Section I: Fertilizers, Nursery Products and Soils for Field/Turf Grounds

1. Discount (%) off catalog/pricelist for **Field and Turf Fertilizer, Conditioners, Dressings and Chemicals.**
2. Discount (%) off catalog/pricelist for **Nursery Products** (all types of trees, shrubs, and other related items).
3. Discount (%) off catalog/pricelist for **Specialty Soils for Athletic Fields, Play Surfaces, or Park Surfaces.**
4. Discount (%) off catalog/pricelist for **All Types of Landscape Accent Products** (metal, plastic, steel, wood, and other related items).
5. Discount (%) off catalog/pricelist for **All Other Types of Fertilizer, Grounds, and Nursery Products and Supplies.**

Section II: Irrigation Supplies, Parts, and Accessories

6. Discount (%) off catalog/pricelist for **Residential/Commercial Irrigation Controllers** (solid state, light commercial application, 12 to 60 station capability, and related items).
7. Discount (%) off catalog/pricelist for **Residential/Commercial Irrigation Control Valves** (1" to 4" pipe size; glass filled nylon, polyvinyl chloride (PVC) and/or brass construction; electrically controlled; flow control capability, and related items).
8. Discount (%) off catalog/pricelist for **Residential/Commercial Irrigation Sprinkler Heads** (fixed spray pattern, gear drive rotor 1/2" to 1" inlet, various fixed arcs, plastic construction, and related items).
9. Discount (%) off catalog/pricelist for **Large Commercial/Central Controllers** (solid state or digital, computer driven, software to manage water distribution, central location to command field satellites, hard wired, or wireless signal commands to field satellites and related items).
10. Discount (%) off catalog/pricelist for **Large Commercial Field Satellites** (controls water distribution (sprinkler heads); stand alone and/or controlled by a central computer/controller; solid state; receives command signals either hard wire and/or radio link and related items).
11. Discount (%) off catalog/pricelist for **Large Commercial Turf Sprinkler Heads** (water distribution (sprinklers) for large turf areas; 31' minimum radius; minimum 12 GPM; minimum 1" inlet; plastic construction and related items).
12. Discount (%) off catalog/pricelist for **All Types of Drip Irrigation Products** (residential, commercial, and industrial).
13. Discount (%) off catalog/pricelist for **All Types of Aerating Fountain Products, Equipment and Lighting** (residential, commercial, and industrial).
14. Discount (%) off catalog/pricelist for **All Types of Irrigation Bunker Pumps, Equipment and Supplies.**
15. Discount (%) off catalog/pricelist for **Water Chemicals and Dyes, Supplies, and Accessories.**
16. Discount (%) off catalog/pricelist for **Irrigation Equipment Repair Parts.**



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17. Discount (%) off catalog/pricelist for **Irrigation Equipment Maintenance Service Agreements** (monthly, quarterly, and yearly).
18. Discount (%) off catalog/pricelist for **Residential/Commercial Irrigation Equipment and Central Controllers Service Agreements** (automatic software updates and technical support).

Section III: Installation and Repair Service

19. **Hourly Labor Rate for Application of Fertilizers, Chemicals, Specialty Soils, Play Surfaces, and Other Related Items** - Not to Exceed hourly labor rate for Application of Fertilizers, Chemicals, Specialty Soils, Play Surfaces, and Other Related Items.
20. **Hourly Labor Rate for Field and Turf Preparation Work** - Not to Exceed hourly labor rate for Field and Turf Preparation Work.
21. **Hourly Labor Rate for Installation/Transplanting of All Types of Trees, Shrubs and Landscaping Services** - Not to Exceed hourly labor rate for Installation/Transplanting of All Types of Trees, Shrubs and Landscaping Services.
22. **Hourly Labor Rate for Tree and Shrub Service and Stump Grinding** - Not to Exceed hourly labor rate for Tree and Shrub Service and Stump Grinding.
23. **Hourly Labor Rate for Installation/Repair Service of Irrigation Equipment and Related Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Irrigation Equipment and Related Products.

SiteOne Landscape Supply Information

Contact: Bids Department
Address: 1385 E. 36th St.
Cleveland, OH 44114
Phone: (216) 706-9250 x2550
Fax: (248) 581-1433
Toll Free: (800) 321-5325
Email: bids@siteone.com
Web Address: www.johndeerelandscapes.com

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

Keith O. McGinty

Signature

kmcginty@siteone.com

Email

Submitted at 2/2/2023 09:15:16 AM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 705-23 Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils Buyboard TX - FieldandTurfIrrigationProducts 70523 2-2-2023 Final.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist

1 ArborJet.xls

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Manufacturer Authorization Letter(s)

Aquamaster AD Letter 01-25-2023.pdf

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

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

No response

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Company Profile

Profile .docx

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

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

Response Attachments

SiteOne_4c_LS_Tag-384x200 (002).png

SiteOne Logo

1 SiteOne Agronomic Price List.xls

1 SiteOne Agronomic Price List

2 SiteOne Nursery.pdf

2 SiteOne Nursery Price List

3 SiteOne Specialty Soils.xls

3 SiteOne Specialty Soils Price List

4 SiteOne Accent Products.pdf

4 SiteOne Accent Products Pricing

5 SiteOne Agronomic Price List.xls

5 SiteOne Agronomic Price List

6 Hunter Controllers.xls

6 Hunter Controllers Price List

6 HydroPoint WeatherTrak.xls

6 HydroPoint WeatherTrak Price List

6 Irritrol Controllers.xls

6 Irrigation Controllers Price List

6 Rain Bird Controllers.xls

6 Rain Bird Controllers Price List

6 Toro Controllers.xls

6 Toro Controllers Price List

6 Weathermatic Controllers.xls

6 Weathermatic Controllers Price List

7 Carson Valve Boxes.xls

7 Carson Valve Box Price List

7 Hunter Valves.xls

7 Hunter Valves Price List

7 Irritrol Valves.xls

7 Irritrol Valves Price List

7 Rain Bird Valves.xls

7 Rain Bird Price List

7 Toro Valves.xls

7 Toro Valves Price List

7 Weathermatic Valves.xls

7 Weathermatic Valves Price List

8 Hunter Sprinkler Heads.xls

8 Hunter Sprinkler Heads Price List

8 Irritrol Sprinkler Heads.xls

8 Irritrol Sprinkler Heads Price List

8 Rain Bird Sprinkler Heads.xls

8 Rain Bird Sprinkler Heads Price List

8 Toro Sprinkler Heads.xls

8 Toro Sprinkler Heads Price List

8 Weathermatic Sprinkler Heads.xls

8 Weathermatic Sprinkler Heads Price List

9 Baseline Lg Central Control.xls

9 Baseline Lg Central Control Price List

9 Calsense Lg Central Control.xls

9 Calsense Lg Central Control Price List

9 Hunter Large Central Control.xls

9 Hunter Large Central Control Price List

9 Irritrol Lg Central Control.xls

9 Irritrol Lg Central Control Price List

9 Rain Bird Lg Central Control.xls

9 Rain Bird Lg Central Control Price List

9 Rain Master Large Central Control.xls

9 Rain Master Large Central Control

9 Toro Large Central Control.xls

9 Toro Large Central Control Price List

9 Tucor Large Central Control.xls

9 Tucor Large Central Control

9 Weathermatic Large Commercial.xls

9 Weathermatic Large Commercial

10 Green Tech.xls

10 Green Tech Price List

10 Hunter Two Wire.xls

10 Hunter Two Wire Price List

10 Rain Bird Two Wire.xls

10 Rain Bird Two Wire Price List

10 Rain Master.xls

10 Rain Master Price List

10 Toro Two Wire.xls

10 Toro Two Wire Price List

10 Tucor.xls

10 Tucor Price List

10 Weathermatic.xls

10 Weathermatic Price List

11 Hunter Large Sprinkler.xls

11 Hunter Large Sprinkler Price List

11 Irritrol Large Sprinkler.xls

11 Irritrol Large Sprinkler Price List

11 Rain Bird Large Sprinkler.xls

11 Rain Bird Large Sprinkler Price List

11 Toro Large Sprinkler.xls

11 Toro Large Sprinkler

12 Hunter Drip.xls

12 Hunter Drip Price List

12 Netafim Drip.xls

12 Neafim Drip Price List

12 Rain Bird Drip.xls

12 Rain Bird Drip Price List

13 Aquamaster Fountain.xls

13 Aquamaster Fountain Price List

16 Aquamaster Parts.xls

16 Aquamaster Parts Price List

16 FEBCO Parts.xls

16 FEBCO Parts Price List

16 FEBCO Parts Misc.xls

16 FEBCO Parts Misc Price List

16 Irritrol Parts.xls

16 Irritrol Parts Price List

16 King Products.xls

16 King Products Price List

16 MATCO Parts.xls

16 MATCO Parts Price List

16 MATCO Parts Misc.xls

16 MATCO Parts Misc Price List

16 NDS.xls

16 NDS Price List

16 Netafim Parts.xls

16 Netafim Parts Price List

16 Pro-Trade Parts.xls

16 Pro-Trade Parts Price List

16 PVCP.xls

16 PVCP Price List

16 Rain Bird Parts.xls

16 Rain Bird Parts Price List

16 Spears Parts.xls

16 Spears Parts Price List

16 T Christy Parts.xls

16 T Christy Parts Price List

16 Toro Parts.xls

16 Toro Parts Price List

16 Wilkins Parts.xls

16 Wilkins Parts Price List

16 Crestline Pipe.xls

16 Crestline Price List

Calsense Authorized Distributor (Calsense)_Dec 19 2022.pdf

Calsense AD Letter

Cresline EV PVC AD Letter.pdf

Cresline AD Letter

ECM Industries King Innovation Letter.pdf

ECM Industries King Innovation AD Letter

Febco Authorized Distributor Letter - December 2022.pdf

Febco AD Letter

Hunter 2022-08-16 15.11.05_1.pdf

Hunter AD Letter

HydroPoint Baseline Authorized Letter 121922.pdf

HydroPoint Baseline AD Letter

Irritrol ResCom (12-2022).pdf

Irritrol AD Letter

KASCO dist letter.pdf

KASCO AD Letter

Matco AD Letter.pdf

Matco AD Letter

NDS Authorized Distributor Letter 19dec22.pdf

NDS AD Letter

Netafim SiteOne authorized dist. letter.pdf

Netafim AD Letter

Pro-Trade Product ADL 2023 - KB Edits.pdf

Pro-Trade AD Letter

Rain Master Central Control (12-2022).pdf

Rain Master Central Control AD Letter

RB Authorized Distributor Letter - 12-19-22.pdf

Rain Bird AD Letter

Spears Authorized Dist 12-22.pdf

Spears AD Letter

Toro and Irritrol ResCom (12-2022).pdf

Toro and Irritrol AD Letter

Tucor Distributor Letters_Tucor Inc.pdf

Tucor AD Letter

Weathermatic SOL_WM BuyBoard Notice 2023.pdf

Weathermatic AD Letter

Bid Attributes

1 Federal Identification Number

Federal Identification Number

36-4485550

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 ☐ <i>Minority Owned Business (Yes)</i>
7	Women Owned Business Women Owned Business ☐ <i>Women Owned Business (Yes)</i>
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) ☐ <i>Service-Disabled Veteran Owned Business (Yes)</i>
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 Keith McGinty
14	Vendor Proposal/Contract Contact E-mail Address Vendor Proposal/Contract Contact E-mail Address kmcginty@siteone.com
15	Vendor Proposal/Contract Mailing Address Vendor Proposal/Contract Mailing Address 1385 East 36th St
16	Vendor Proposal/Contract Mailing Address - City Vendor Proposal/Contract Mailing Address - City Cleveland
17	Vendor Proposal/Contract Mailing Address - State Vendor Proposal/Contract Mailing Address - State (Abbreviate State Name) OH

1 8	Vendor Proposal/Contact Mailing Address - Zip Code Vendor Proposal/Contact Mailing Address - Zip Code 44114
1 9	Vendor Proposal/Contact Phone Number Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx) 2164044738
2 0	Vendor Proposal/Contact Extension Number Vendor Proposal/Contact Extension Number No response
2 1	Company Website Company Website (www.XXXXX.com) www.siteone.com
2 2	Purchase Orders Contact Information All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders. Please select options below for receipt of Purchase Orders and provide the requested information: I will use the internet to receive Purchase Orders at the following address Yes
2 3	Purchase Order E-mail Address Purchase Order E-mail Address bids@siteone.com
2 4	Purchase Order Contact Name Purchase Order Contact Name Monique Potts
2 5	Purchase Order Contact Phone Number Purchase Order Contact Phone Number (xxx-xxx-xxxx) 2164044749
2 6	Purchase Order Contact Extension Number Purchase Order Contact Extension Number No response
2 7	Alternate Purchase Order E-mail Address Alternate Purchase Order E-mail Address No response

28	Alternate Purchase Order Contact Name Alternate Purchase Order Contact Name No response
29	Alternate Purchase Order Contact Phone Number Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx) No response
30	Alternate Purchase Order Contact Extension Number Alternate Purchase Order Contact Extension Number No response
31	Purchase Orders Contact Information All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders. Please select options below for receipt of Purchase Orders and provide the requested information: Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract. No
32	Request for Quotes (RFQ) Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:
33	Request for Quote (RFQ) E-mail Address Request for Quote (RFQ) E-mail Address kmcginty@siteone.com
34	Request for Quote (RFQ) Contact Name Request for Quote (RFQ) Contact Name Keith McGinty
35	Request for Quote (RFQ) Contact Phone Number Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) 2164044738
36	Request for Quote (RFQ) Contact Extension Number Request for Quote (RFQ) Contact Extension Number No response
37	Alternate Request for Quote (RFQ) E-mail Address Alternate Request for Quote (RFQ) E-mail Address bids@siteone.com

38	Alternate Request for Quote (RFQ) Contact Name Alternate Request for Quote (RFQ) Contact Name No response
39	Alternate Request for Quote (RFQ) Contact Phone Number Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) 2167069250
40	Alternate Request for Quote (RFQ) Contact Extension Number Alternate Request for Quote (RFQ) Contact Extension Number No response
41	Invoices Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.
42	Invoices Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information: (a) Service fee invoices and related communications should be provided directly to my company at: or (b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent: <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> Service fee invoices and notices direct to company
43	Invoice Company Name Invoice Company Name SiteOne Landscape Supply
44	Invoice Company Department Name Invoice Company Department Name Bid Department
45	Invoice Contact Name Invoice Contact Name Grace Brownlee
46	Invoice Mailing Address Invoice Mailing Address (P.O. Box or Street Address) 1385 East 36th St

4 7	Invoice Mailing Address - City Invoice Mailing Address - City Cleveland
4 8	Invoice Mailing Address - State Invoice Mailing Address - State (Abbreviate State Name) OH
4 9	Invoice Mailing Address - Zip Code Invoice Mailing Address (Zip Code) 44114
5 0	Invoice Contact Phone Number Invoice Contact Phone Number (xxx-xxx-xxxx) 2164044715
5 1	Invoice Contact Extension Number Invoice Contact Extension Number No response
5 2	Invoice Contact Fax Number Invoice Contact Fax Number (xxx-xxx-xxxx) 2485811433
5 3	Invoice Contact E-mail Address Invoice Contact E-mail gbrownlee@siteone.com
5 4	Invoice Contact Alternate E-mail Address Invoice Contact Alternate E-mail Address bids@siteone.com
5 5	Billing Agent Company Name Billing Agent Company Name No response
5 6	Billing Agent Department Name Billing Agent Department Name No response
5 7	Billing Agent Contact Name Billing Agent Contact Name No response
5 8	Billing Agent Mailing Address Billing Agent Mailing Address (P.O. Box or Street Address) No response

59	Billing Agent Mailing Address - City Billing Agent Mailing Address - City No response
60	Billing Agent Mailing Address - State Billing Agent Mailing Address - State (Abbreviate State Name) No response
61	Billing Agent Mailing Address - Zip Code Billing Agent Mailing Address - Zip Code No response
62	Billing Agent Contact Phone Number Billing Agent Contact Phone Number (xxx-xxx-xxxx) No response
63	Billing Agent Contact Extension Number Billing Agent Contact Extension Number No response
64	Billing Agent Fax Number Billing Agent Fax Number No response
65	Billing Agent Contact E-mail Address Billing Agent Contact E-mail Address No response
66	Billing Agent Alternative E-mail Address Billing Agent Alternative E-mail Address No response
67	Shipping Via Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other Company Truck
68	Payment Terms <i>Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).</i> Net 30 Days
69	Vendor's Internal/Assigned Reference/Quote Number Vendor's Internal/Assigned Reference/Quote Number No response

7
0**State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

7
1**Electronic Payments**

Are electronic payments acceptable to your company?

7
2**Credit Card Payments**

Are credit card payments acceptable to your company?

7
3**Texas Regional Service Designation****Texas Regional Service Designation - Refer to Form in Proposal Invitation**

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

7
4**Company Name**

Company Name

7
5**Texas Regional Service Designation**

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

7
6**Region 1**

Region 1 - Edinburg

☐ *Region 1 (1)*7
7**Region 2**

Region 2 - Corpus Christi

☐ *Region 2 (2)*7
8**Region 3**

Region 3 - Victoria

☐ *Region 3 (3)*

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

9 1	Region 16 Region 16 - Amarillo ☐ <i>Region 16 (16)</i>
9 2	Region 17 Region 17 - Lubbock ☐ <i>Region 17 (17)</i>
9 3	Region 18 Region 18 - Midland ☐ <i>Region 18 (18)</i>
9 4	Region 19 Region 19 - El Paso ☐ <i>Region 19 (19)</i>
9 5	Region 20 Region 20 - San Antonio ☐ <i>Region 20 (20)</i>
9 6	State Service Designation State Service Designation - Refer to Form in Proposal Invitation. As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. <i>(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.</i> If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. <i>By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.</i>
9 7	Company Name Company Name SiteOne Landscape Supply
9 8	State Service Designation Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve. All States
9 9	Alabama Alabama ☐ <i>Alabama (AL)</i>

1 0 0	Alaska Alaska ☐ <i>Alaska (AK)</i>
1 0 1	Arizona Arizona ☐ <i>Arizona (AZ)</i>
1 0 2	Arkansas Arkansas ☐ <i>Arkansas (AR)</i>
1 0 3	California California (Public Contract Code 20118 & 20652) ☐ <i>California (CA)</i>
1 0 4	Colorado Colorado ☐ <i>Colorado (CO)</i>
1 0 5	Connecticut Connecticut ☐ <i>Connecticut (CT)</i>
1 0 6	Delaware Delaware ☐ <i>Delaware (DE)</i>
1 0 7	District of Columbia District of Columbia ☐ <i>District of Columbia (DC)</i>
1 0 8	Florida Florida ☐ <i>Florida (FL)</i>
1 0 9	Georgia Georgia ☐ <i>Georgia (GA)</i>
1 1 0	Hawaii Hawaii ☐ <i>Hawaii (HI)</i>
1 1 1	Idaho Idaho ☐ <i>Idaho (ID)</i>

1 1 2	Illinois Illinois ☐ <i>Illinois (IL)</i>
1 1 3	Indiana Indiana ☐ <i>Indiana (IN)</i>
1 1 4	Iowa Iowa ☐ <i>Iowa (IA)</i>
1 1 5	Kansas Kansas ☐ <i>Kansas (KS)</i>
1 1 6	Kentucky Kentucky ☐ <i>Kentucky (KY)</i>
1 1 7	Louisiana Louisiana ☐ <i>Louisiana (LA)</i>
1 1 8	Maine Maine ☐ <i>Maine (ME)</i>
1 1 9	Maryland Maryland ☐ <i>Maryland (MD)</i>
1 2 0	Massachusetts Massachusetts ☐ <i>Massachusetts (MA)</i>
1 2 1	Michigan Michigan ☐ <i>Michigan (MI)</i>
1 2 2	Minnesota Minnesota ☐ <i>Minnesota (MN)</i>
1 2 3	Mississippi Mississippi ☐ <i>Mississippi (MS)</i>

1 2 4	Missouri Missouri ☐ <i>Missouri (MO)</i>
1 2 5	Montana Montana ☐ <i>Montana (MT)</i>
1 2 6	Nebraska Nebraska ☐ <i>Nebraska (NE)</i>
1 2 7	Nevada Nevada ☐ <i>Nevada (NV)</i>
1 2 8	New Hampshire New Hampshire ☐ <i>New Hampshire (NH)</i>
1 2 9	New Jersey New Jersey ☐ <i>New Jersey (NJ)</i>
1 3 0	New Mexico New Mexico ☐ <i>New Mexico (NM)</i>
1 3 1	New York New York ☐ <i>New York (NY)</i>
1 3 2	North Carolina North Carolina ☐ <i>North Carolina (NC)</i>
1 3 3	North Dakota North Dakota ☐ <i>North Dakota (ND)</i>
1 3 4	Ohio Ohio ☐ <i>Ohio (OH)</i>
1 3 5	Oklahoma Oklahoma ☐ <i>Oklahoma (OK)</i>

1 3 6	Oregon Oregon ☐ <i>Oregon (OR)</i>
1 3 7	Pennsylvania Pennsylvania ☐ <i>Pennsylvania (PA)</i>
1 3 8	Rhode Island Rhode Island ☐ <i>Rhode Island (RI)</i>
1 3 9	South Carolina South Carolina ☐ <i>South Carolina (SC)</i>
1 4 0	South Dakota South Dakota ☐ <i>South Dakota (SD)</i>
1 4 1	Tennessee Tennessee ☐ <i>Tennessee (TN)</i>
1 4 2	Texas Texas ☐ <i>Texas (TX)</i>
1 4 3	Utah Utah ☐ <i>Utah (UT)</i>
1 4 4	Vermont Vermont ☐ <i>Vermont (VT)</i>
1 4 5	Virginia Virginia ☐ <i>Virginia (VA)</i>
1 4 6	Washington Washington ☐ <i>Washington (WA)</i>
1 4 7	West Virginia West Virginia ☐ <i>West Virginia (WV)</i>

1 4 8	Wisconsin Wisconsin ☐ <i>Wisconsin (WI)</i>
1 4 9	Wyoming Wyoming ☐ <i>Wyoming (WY)</i>

Bid Lines

1	Section I: Fertilizers, Nursery Products and Soils for Field/Turf Grounds
	Discount (%) off catalog/pricelist for Field and Turf Fertilizer, Conditioners, Dressings and Chemicals. Catalog/Pricelist MUST be included or proposal will not be considered.
	Total: 0%
	Item Notes: PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. <u>No paper catalogs or manufacturer/vendor websites will be accepted.</u>
	Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select "Add Alternate" for each additional 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 ArborJet	
Alternate 1	
<u>Section I: Fertilizers, Nursery Products and Soils for Field/Turf Grounds</u> <u>Discount (%) off catalog/pricelist for Field and Turf Fertilizer, Conditioners, Dressings and Chemicals. Catalog/Pricelist MUST be included or proposal will not be considered.</u>	
Total: 10%	

Item Attributes

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

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

1 SiteOne Agronomic Price List

2 Section I: Fertilizers, Nursery Products and Soils for Field/Turf Grounds

Discount (%) off catalog/pricelist for **Nursery Products** (all types of trees, shrubs, and other related items). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 0%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

2 SiteOne Nursery

3 Section I: Fertilizers, Nursery Products and Soils for Field/Turf Grounds

Discount (%) off catalog/pricelist for **Specialty Soils for Athletic Fields, Play Surfaces, or Park Surfaces**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

4 Section I: Fertilizers, Nursery Products and Soils for Field/Turf Grounds

Discount (%) off catalog/pricelist for **All Types of Landscape Accent Products** (metal, plastic, steel, wood, and other related items). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

5 Section I: Fertilizers, Nursery Products and Soils for Field/Turf Grounds

Discount (%) off catalog/pricelist for **All Other Types of Fertilizer, Grounds, and Nursery Products and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

6 Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for **Residential/Commercial Irrigation Controllers** (solid state, light commercial application, 12 to 60 station capability, and related items). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 52%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional 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".

6 Hunter Controllers

Alternate 1

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for **Residential/Commercial Irrigation Controllers** (solid state, light commercial application, 12 to 60 station capability, and related items). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 40%

Item Attributes

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

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

6 HydroPoint Weather Trak

Alternate 2

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for Residential/Commercial Irrigation Controllers (solid state, light commercial application, 12 to 60 station capability, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

Item Attributes

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

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

Alternate 3

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for Residential/Commercial Irrigation Controllers (solid state, light commercial application, 12 to 60 station capability, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

Item Attributes

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

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

Alternate 4

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for Residential/Commercial Irrigation Controllers (solid state, light commercial application, 12 to 60 station capability, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

Item Attributes

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

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

Alternate 5

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for Residential/Commercial Irrigation Controllers (solid state, light commercial application, 12 to 60 station capability, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

Item Attributes

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

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

6 Weathermatic Controllers

7 Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for **Residential/Commercial Irrigation Control Valves** (1" to 4" pipe size; glass filled nylon, polyvinyl chloride (PVC) and/or brass construction; electrically controlled; flow control capability, and related items). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 45%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional 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".

7 Carson Valve Boxes

Alternate 1

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for Residential/Commercial Irrigation Control Valves (1" to 4" pipe size; glass filled nylon, polyvinyl chloride (PVC) and/or brass construction; electrically controlled; flow control capability, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 52%

Item Attributes

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

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

7 Hunter Valves

Alternate 2

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for Residential/Commercial Irrigation Control Valves (1" to 4" pipe size; glass filled nylon, polyvinyl chloride (PVC) and/or brass construction; electrically controlled; flow control capability, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 45%

Item Attributes

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

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

7 Irritrol Valves

Alternate 3

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for Residential/Commercial Irrigation Control Valves (1" to 4" pipe size; glass filled nylon, polyvinyl chloride (PVC) and/or brass construction; electrically controlled; flow control capability, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 51%

Item Attributes

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

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

7 Rain Bird Valves

Alternate 4

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for Residential/Commercial Irrigation Control Valves (1" to 4" pipe size; glass filled nylon, polyvinyl chloride (PVC) and/or brass construction; electrically controlled; flow control capability, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 43%

Item Attributes

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

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

7 Toro Valves

Alternate 5

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for Residential/Commercial Irrigation Control Valves (1" to 4" pipe size; glass filled nylon, polyvinyl chloride (PVC) and/or brass construction; electrically controlled; flow control capability, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

Item Attributes

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

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

8 Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for **Residential/Commercial Irrigation Sprinkler Heads** (fixed spray pattern, gear drive rotor 1/2" to 1" inlet, various fixed arcs, plastic construction, and related items). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional 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".

Alternate 1

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for Residential/Commercial Irrigation Sprinkler Heads (fixed spray pattern, gear drive rotor 1/2" to 1" inlet, various fixed arcs, plastic construction, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

Item Attributes

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

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

Alternate 2

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for Residential/Commercial Irrigation Sprinkler Heads (fixed spray pattern, gear drive rotor 1/2" to 1" inlet, various fixed arcs, plastic construction, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

Item Attributes

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

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

Alternate 3

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for Residential/Commercial Irrigation Sprinkler Heads (fixed spray pattern, gear drive rotor 1/2" to 1" inlet, various fixed arcs, plastic construction, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

Item Attributes

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

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

Alternate 4

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for Residential/Commercial Irrigation Sprinkler Heads (fixed spray pattern, gear drive rotor 1/2" to 1" inlet, various fixed arcs, plastic construction, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

Item Attributes

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

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

8 Weathermatic Sprinkler Heads

9 Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for **Large Commercial/Central Controllers** (solid state or digital, computer driven, software to manage water distribution, central location to command field satellites, hard wired, or wireless signal commands to field satellites and related items). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional 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 Baseline Lg Central Control

Alternate 1

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for Large Commercial/Central Controllers (solid state or digital, computer driven, software to manage water distribution, central location to command field satellites, hard wired, or wireless signal commands to field satellites and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

Item Attributes

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

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

Alternate 2

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for Large Commercial/Central Controllers (solid state or digital, computer driven, software to manage water distribution, central location to command field satellites, hard wired, or wireless signal commands to field satellites and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

Item Attributes

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

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

Alternate 3

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for Large Commercial/Central Controllers (solid state or digital, computer driven, software to manage water distribution, central location to command field satellites, hard wired, or wireless signal commands to field satellites and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

Item Attributes

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

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

Alternate 4

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for Large Commercial/Central Controllers (solid state or digital, computer driven, software to manage water distribution, central location to command field satellites, hard wired, or wireless signal commands to field satellites and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

Item 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 Rain Bird Lg Central Cont

Alternate 5

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for Large Commercial/Central Controllers (solid state or digital, computer driven, software to manage water distribution, central location to command field satellites, hard wired, or wireless signal commands to field satellites and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Attributes

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

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

9 Rain Master Lg Central Contr

Alternate 6

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for Large Commercial/Central Controllers (solid state or digital, computer driven, software to manage water distribution, central location to command field satellites, hard wired, or wireless signal commands to field satellites and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 40%

Item Attributes

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

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

9 Toro Large Central Control

Alternate 7

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for Large Commercial/Central Controllers (solid state or digital, computer driven, software to manage water distribution, central location to command field satellites, hard wired, or wireless signal commands to field satellites and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 30%

Item Attributes

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

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

9 Tucor Large Central Control

Alternate 8

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for Large Commercial/Central Controllers (solid state or digital, computer driven, software to manage water distribution, central location to command field satellites, hard wired, or wireless signal commands to field satellites and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

Item 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 Weathermatic Large Central

10 Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for **Large Commercial Field Satellites** (controls water distribution (sprinkler heads); stand alone and/or controlled by a central computer/controller; solid state; receives command signals either hard wire and/or radio link and related items). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional 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".

10 Green Tech

Alternate 1

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for Large Commercial Field Satellites (controls water distribution (sprinkler heads); stand alone and/or controlled by a central computer/controller; solid state; receives command signals either hard wire and/or radio link and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

Item Attributes

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

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

10 Hunter Two Wire

Alternate 2

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for Large Commercial Field Satellites (controls water distribution (sprinkler heads); stand alone and/or controlled by a central computer/controller; solid state; receives command signals either hard wire and/or radio link and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

Item Attributes

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

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

10 Rain Bird Two Wire

Alternate 3

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for Large Commercial Field Satellites (controls water distribution (sprinkler heads); stand alone and/or controlled by a central computer/controller; solid state; receives command signals either hard wire and/or radio link and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

Item Attributes

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

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

10 Rain Master

Alternate 4

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for Large Commercial Field Satellites (controls water distribution (sprinkler heads); stand alone and/or controlled by a central computer/controller; solid state; receives command signals either hard wire and/or radio link and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Attributes

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

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

10 Toro Two Wire

Alternate 5

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for Large Commercial Field Satellites (controls water distribution (sprinkler heads); stand alone and/or controlled by a central computer/controller; solid state; receives command signals either hard wire and/or radio link and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 30%

Item Attributes

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

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

10 Tucor

Alternate 6

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for Large Commercial Field Satellites (controls water distribution (sprinkler heads); stand alone and/or controlled by a central computer/controller; solid state; receives command signals either hard wire and/or radio link and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 40%

Item Attributes

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

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

10 Weathermatic

1
1 **Section II: Irrigation Supplies, Parts, and Accessories**

Discount (%) off catalog/pricelist for **Large Commercial Turf Sprinkler Heads** (water distribution (sprinklers) for large turf areas; 31' minimum radius; minimum 12 GPM; minimum 1" inlet; plastic construction and related items). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 50%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

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- 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".

11 Hunter Large Sprinkler

Alternate 1

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for **Large Commercial Turf Sprinkler Heads** (water distribution (sprinklers) for large turf areas; 31' minimum radius; minimum 12 GPM; minimum 1" inlet; plastic construction and related items). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 45%

Item Attributes

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

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

11 Irritrol Large Sprinkler

Alternate 2

Section II: Irrigation Supplies, Parts, and Accessories
Discount (%) off catalog/pricelist for Large Commercial Turf Sprinkler Heads (water distribution (sprinklers) for large turf areas; 31' minimum radius; minimum 12 GPM; minimum 1" inlet; plastic construction and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 35%

Item Attributes

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

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

11 Rain Bird Large Sprinkler

Alternate 3

Section II: Irrigation Supplies, Parts, and Accessories
Discount (%) off catalog/pricelist for Large Commercial Turf Sprinkler Heads (water distribution (sprinklers) for large turf areas; 31' minimum radius; minimum 12 GPM; minimum 1" inlet; plastic construction and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 45%

Item Attributes

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

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

11 Toro Large Sprinkler

1
2

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for **All Types of Drip Irrigation Products** (residential, commercial, and industrial). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 50%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional 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".

12 Hunter Drip

Alternate 1

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for **All Types of Drip Irrigation Products** (residential, commercial, and industrial). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 45%

Item Attributes

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

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

12 Netafim Drip

Alternate 2

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for All Types of Drip Irrigation Products (residential, commercial, and industrial). Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

Item Attributes

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

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

13 Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for **All Types of Aerating Fountain Products, Equipment and Lighting** (residential, commercial, and industrial). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional 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: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for **All Types of Irrigation Bunker Pumps, Equipment and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional 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
5 **Section II: Irrigation Supplies, Parts, and Accessories**

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

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional 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
6 **Section II: Irrigation Supplies, Parts, and Accessories**

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

Total: 0%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional 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".

16 Aquamaster Parts

Alternate 1

Section II: Irrigation Supplies, Parts, and Accessories

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

Total: 45%

Item Attributes

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

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

16 Febco Parts

Alternate 2

Section II: Irrigation Supplies, Parts, and Accessories

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

Total:

Item Attributes

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

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

16 Febco Parts Misc

Alternate 3

Section II: Irrigation Supplies, Parts, and Accessories

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

Total:

Item Attributes

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

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

16 Irritrol Parts

Alternate 4

Section II: Irrigation Supplies, Parts, and Accessories

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

Total:

Item Attributes

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

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

16 King Products

Alternate 5

Section II: Irrigation Supplies, Parts, and Accessories

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

Total:

Item Attributes

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

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

16 Matco Parts

Alternate 6

Section II: Irrigation Supplies, Parts, and Accessories

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

Total:

Item Attributes

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

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

Alternate 7

Section II: Irrigation Supplies, Parts, and Accessories

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

Total:

Item Attributes

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

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

Alternate 8

Section II: Irrigation Supplies, Parts, and Accessories

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

Total:

Item Attributes

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

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

Alternate 9

Section II: Irrigation Supplies, Parts, and Accessories

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

Total:

Item Attributes

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

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

Alternate 10

Section II: Irrigation Supplies, Parts, and Accessories

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

Total:

Item Attributes

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

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

16 PVCP

Alternate 11

Section II: Irrigation Supplies, Parts, and Accessories

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

Total:

Item Attributes

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

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

16 Rain Bird Parts

Alternate 12

Section II: Irrigation Supplies, Parts, and Accessories

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

Total:

Item Attributes

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

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

16 Spears

Alternate 13

Section II: Irrigation Supplies, Parts, and Accessories

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

Total:

Item Attributes

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

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

16 T Christy Parts

Alternate 14

Section II: Irrigation Supplies, Parts, and Accessories
Discount (%) off catalog/pricelist for Irrigation Equipment Repair Parts. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 30%

Item Attributes

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

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

16 Toro Parts

Alternate 15

Section II: Irrigation Supplies, Parts, and Accessories
Discount (%) off catalog/pricelist for Irrigation Equipment Repair Parts. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 50%

Item Attributes

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

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

16 Wilkins Parts

Alternate 16

Section II: Irrigation Supplies, Parts, and Accessories
Discount (%) off catalog/pricelist for Irrigation Equipment Repair Parts. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 40%

Item Attributes

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

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

16 Crestline

17 Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for **Irrigation Equipment Maintenance Service Agreements** (monthly, quarterly,

and yearly). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

18 Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for **Residential/Commercial Irrigation Equipment and Central Controllers Service Agreements** (automatic software updates and technical support). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

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

Item Attributes

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

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

No response

19 Section III: Installation and Repair Service

Hourly Labor Rate for Application of Fertilizers, Chemicals, Specialty Soils, Play Surfaces, and Other Related Items - Not to Exceed hourly labor rate for Application of Fertilizers, Chemicals, Specialty Soils, Play Surfaces, and Other Related Items.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

20 Section III: Installation and Repair Service

Hourly Labor Rate for Field and Turf Preparation Work - Not to Exceed hourly labor rate for Field and Turf Preparation Work.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

2 1	<u>Section III: Installation and Repair Service</u> Hourly Labor Rate for Installation/Transplanting of All Types of Trees, Shrubs and Landscaping Services - <u>Not to Exceed</u> hourly labor rate for Installation/Transplanting of All Types of Trees, Shrubs and Landscaping Services. Quantity: <u> 1 </u> UOM: <u>Hourly Labor Rate</u> No Bid
2 2	<u>Section III: Installation and Repair Service</u> Hourly Labor Rate for Tree and Shrub Service and Stump Grinding - <u>Not to Exceed</u> hourly labor rate for Tree and Shrub Service and Stump Grinding. Quantity: <u> 1 </u> UOM: <u>Hourly Labor Rate</u> No Bid
2 3	<u>Section III: Installation and Repair Service</u> Hourly Labor Rate for Installation/Repair Service of Irrigation Equipment and Related Products - <u>Not to Exceed</u> hourly labor rate for Installation/Repair Service of Irrigation Equipment and Related Products. Quantity: <u> 1 </u> UOM: <u>Hourly Labor Rate</u> No Bid

Response Total: \$0.00



16024 County Road X
Kiel WI. 53042
Phone: 920.693.3121
Toll Free: 800.693.3144
www.aquamasterfountains.com

January 25, 2023

Re: SiteOne Landscape Supply Authorized Distributor

To Whom It May Concern,

This letter serves as certification that SiteOne Landscape Supply is an Authorized Distributor of all products manufactured by AquaMaster Fountains and Aerators.

Your Distributorship is active and in good standing.

Please contact me with any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rudi Huber', is positioned below the word 'Sincerely,'.

Rudi Huber
Vice President of Sales
AquaMaster Fountains & Aerators

Leigh,

As a follow up to our conversation today Green Tech is SiteOne Green Tech which is a division of SiteOne Landscape Supply. SiteOne Landscape Supply is the exclusive distributor of SiteOne Green Tech products.

Keith O. McGinty



December 19, 2022

To Whom it May Concern:

SiteOne Landscape Supply is an authorized distributor for Calsense, which sells its products throughout the United States. SiteOne is authorized to sell all products on the Calsense price list. Any questions regarding SiteOne's status can be directed to me. Thank you!

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Haldane".

Mike Haldane
Director of Commercial Operations
mikeh@calsense.com
(760) 891-6907



7000 Central Park, Suite 800
Atlanta, GA 30328

oldcastleinfrastructure.com

To Whom It May Concern:

SiteOne Landscape Supply is currently an authorized national distributor of products manufactured and supplied by Oldcastle Infrastructure. Please contact me at 336-314-7956 if you have any question.



Rick Miller
Director of Sales-Distribution

Oldcastle Infrastructure
3415 Sandy Ridge Road
Colfax, NC 27235

C 336-314-7956
E richard.miller@oldcastle.com

oldcastleinfrastructure.com



CRESLINE PLASTIC PIPE CO., INC.

CORPORATE HEADQUARTERS: 600 CROSS POINTE BLVD. • EVANSVILLE, INDIANA 47715 • TELEPHONE (812) 428-9300
PLANT: 2030 CRESLINE DRIVE • HENDERSON, KENTUCKY 42420 • TELEPHONE (270) 826-8317
PLANT: 264 SILVER SPRING RD. • MECHANICSBURG, PENNSYLVANIA 17050 • TELEPHONE (717) 766-2566
PLANT: 2100 SOUTH 35TH STREET • COUNCIL BLUFFS, IOWA 51501 • TELEPHONE (712) 322-2294
PLANT: 3801 EAST HIGHWAY 31 • CORSICANA, TEXAS 75109 • TELEPHONE (903) 872-8475
www.cresline.com

REPLY TO: Evansville

December 19, 2022

To Whom It May Concern,

SiteOne Landscape Supply is an authorized distributor for products manufactured by Cresline Plastic Pipe Co., Inc. for the entire United States.

Sincerely,

Brad T. Boyd
Vice President – Sales

BTB/dj

December 20, 2022

To Whom it May Concern,

SiteOne Landscape Supply is an authorized distributor for products manufactured by ECM Industries for all US and Canadian Provinces. Please contact me with any questions at 314-496-1072.

Best regards,



Nate Burns
National Sales Manager

636-519-5467 office | 314-496-1072 cell
nate.burns@ecmindustries.com | www.ecmindustries.com

ECM INDUSTRIES



42 N. Central Drive
O'Fallon, MO 63366



December 20, 2022

The Local Government Purchasing Cooperative
12007 Research Blvd.
Austin, TX 78759
Attention: TASB Asst. Division Director, Cooperative Procurement

This letter is to confirm that SiteOne Landscape Supply is an authorized distributor of Watts Water Technologies products in the US under the Watts and Febco brand of products.

Sincerely,

Rick Kelly
National Sales Manager – Fire, Waterworks & Irrigation



August 8, 2022

To Whom It May Concern,

SiteOne Landscape Supply is an authorized distributor for products manufactured by Hunter Industries. If you have any questions, please contact me at 760.916.1172.

Regards,

A handwritten signature in blue ink, appearing to read "Denise Mullikin".

Denise Mullikin
Sr. Vice President, Global Sales
Hunter Industries
denise.mullikin@hunterindustries.com

HUNTER INDUSTRIES

1940 Diamond Street | San Marcos, CA 92078 | USA
1-760-744-5240 Main | 1-760-591-7383 Technical Support
hunterindustries.com



Date: December 19th, 2022

RE: SiteOne Landscape Supply – WeatherTRAK Preferred Distributor

This letter is to confirm that SiteOne Landscape Supply is an authorized distributor of WeatherTRAK and Baseline irrigation products in the following Regions.

SiteOne Region	Baseline	WeatherTRAK
	States/Regions	States/Regions
SiteOne 2	All	All
SiteOne 3	All	All
SiteOne 4	All	All
SiteOne 5	All	All
SiteOne 6	All	All
SiteOne 7	All	All
SiteOne 8	All	All
SiteOne 10	Southern CA	All
SiteOne 12	AZ, NM, NV, WA, Northern ID, Canada	AZ, NM, NV, WA, OR, ID

Regards,

Chris Manchuck

Chris Manchuck
Sr. Vice President Sales
HydroPoint Data Systems
cmanchuck@hydropoint.com

HEADQUARTERS

1720 Corporate Circle
Petaluma, CA 94954
800 362 8774 main
707 769 9695 fax
hydropoint.com

FIELD OFFICE

10259 W. Emerald St.
Suite 160
Boise, ID 83704
866 294 5847 main
208 323 1834 fax



The Toro Company

5825 Jasmine Street, Riverside, California 92504-1183 • Phone 951/688-9221
P.O. Box 489, Riverside, California 92502-0489

December 20, 2022

This letter is to certify that SiteOne Landscape Supply is an authorized dealer of Toro and Irritrol Residential & Commercial Irrigation products for the United States and Canada.

Signed,

A handwritten signature in black ink, appearing to read "Orion Goe", written over a large, faint circular outline.

Orion Goe
Channel Marketing Manager, ResCom Irrigation & Lighting
orion.goe@toro.com
(951) 215-9913

800 Deere Road Prescott, WI 54021
sales@kascomarine.com
715.262.4488

12/21/2022

To Whom it May Concern

SiteOne Landscape Supply is an authorized distributor of Kasco Marine, Inc. products for the USA and Canada. If you have any questions or concerns, please contact us.

Sincerely

Joe Holz
Director of Sales
Kasco Marine, Inc.



April 29, 2020

To whom it may concern:

SiteOne Landscape Supply is an authorized distributor for all Matco-Norca products in all regions of the United States and Canada.

Sincerely

Jim DiCola
National Irrigation Manager
1150 Silber Rd.
Houston, TX 77055
c-281-627-4687
o-281-657-6285



December 19, 2022

To Whom It May Concern:

SiteOne Landscape Supply is currently an authorized national distributor of products manufactured and supplied by NDS. Please contact me at 413-454-8231 if you have any questions.

Sincerely,

Jack Delaney
Vice President of Sales
21300 Victory Blvd.
Suite 215
Woodland Hills, CA 91367
413-454-8231 (mobile)
Jackdelaney@ndspro.com

December 20, 2022

To whom it may concern:

SiteOne Landscape Supply is an authorized distributor of products, in good standing, for Netafim USA (NII). SiteOne Landscape Supply is approved to promote, sell and/or service Netafim products in their area(s) of distribution.

Please do not hesitate to contact me with any questions or concerns.

Thank you,



Keith Coulsting
National Sales Director
Specialty Markets
Netafim USA
(757) 817-2989
keith.coulsting@netafim.com



January 27, 2023

To Whom It May Concern:

SiteOne Landscape Supply is the exclusive distributor for all Pro-Trade branded products nationwide and is in good standing.

If you have questions, please feel free to call me at 770-714-3614.

Sincerely,

Kristoff Byrd
Director of Category Management – Pro-Trade



The Toro Company

5825 Jasmine Street, Riverside, California 92504-1183 • Phone 951/688-9221
P.O. Box 489, Riverside, California 92502-0489

December 20, 2022

This letter is to certify that SiteOne Landscape Supply is an authorized dealer of the Toro DXi Central Control System and its accompanying Laguna software for the states of California, Nevada, Arizona, New Mexico and Texas (with the exception of Lubbock, TX).

Further, SiteOne Landscape Supply is the authorized dealer of the Toro DXi Central Control System and its accompanying WMS software for the state of Hawaii.

Signed,

A handwritten signature in black ink, appearing to read "Orion Goe", written over a large, faint circular outline.

Orion Goe
Channel Marketing Manager, ResCom Irrigation & Lighting
orion.goe@toro.com
(951) 215-9913



December 19, 2022

To Whom It May Concern:

This letter is to confirm and validate that SiteOne Landscapes is a Distributor of Rain Bird products. The products that SiteOne Landscapes is authorized to purchase from Rain Bird Corporation include;

Turf Products published in the Rain Bird Landscape Irrigation Equipment Price List

Specialized Central Control products in specific areas of Texas, Oklahoma and Southern California

Excluded products from this agreement are products sold for;

Consumer products

For a list of all SiteOne Landscape locations, please visit:

<https://www.rainbird.com/landscape/DistributorReferral.htm>

To find out more about Rain Bird products please visit www.rainbird.com

Sincerely,

A handwritten signature in black ink, appearing to read "Jed Price".

Jed Price
Director – Contractor Division
Rain Bird Corporation
6991 East Southpoint Dr.
Tucson, AZ 85756

Rain Bird Corporation

6991 E. Southpoint Road, Tucson, AZ 85706 • Phone (520) 741-6100 • www.RainBird.com



SPEARS® MANUFACTURING COMPANY

15853 OLDEN STREET • SYLMAR, CALIFORNIA 91342

MAILING ADDRESS: P.O. BOX 9203 • SYLMAR, CALIFORNIA 91392

Telephone (818) 364-1611 • Fax (818) 367-3014

www.spearsmfg.com

December 19, 2022

RE: Spears® Manufacturing Company Notice of Authorized Distribution

To Whom It May Concern,

SiteOne Landscape Supply is an authorized distributor and reseller of thermoplastic fittings, solvents, valves and pipe manufactured by Spears® Manufacturing Company. Distribution of Spears® products by SiteOne Landscape Supply includes the 48 contiguous States and Hawaii. Please feel free to contact me if you have any questions.

Respectfully,

Kevin Crouch
Spears® Manufacturing Company
National Account Manager
(800) 662-6330



The Toro Company

5825 Jasmine Street, Riverside, California 92504-1183 • Phone 951/688-9221
P.O. Box 489, Riverside, California 92502-0489

December 20, 2022

This letter is to certify that SiteOne Landscape Supply is an authorized dealer of Toro and Irritrol Residential & Commercial Irrigation products for the United States and Canada.

Signed,

A handwritten signature in black ink, appearing to read "Orion Goe", written over a large, faint circular stamp or watermark.

Orion Goe
Channel Marketing Manager, ResCom Irrigation & Lighting
orion.goe@toro.com
(951) 215-9913

Tucor, Inc.
330 Perry Highway
Harmony, PA 16037

Monday, December 19, 2022



To Whom It May Concern,

This letter authorizes that SiteOne Landscape Supply is an authorized distributor of Tucor products within all current SiteOne locations in the United States and Canada.

Please contact Maggie Sarver, SiteOne Account Manager, at 724.553.9660 with any questions or concerns.

Best,

A handwritten signature in blue ink, appearing to read "Maggie Sarver", is written over a light blue circular stamp.

Maggie Sarver

Distribution Account Manager
Tucor, Inc.
O. 724.935.6850
C. 724.553.9660

To Whom It May Concern:

SiteOne Landscape Supply is an Authorized Distributor for products manufactured by Telsco Industries DBA Weathermatic and its subsidiaries in North America. The Authorized Distributor status is in effect from 1/1/2022 – 12/31/2023. If you have any questions, please contact me at 972-278-6131.

Regards,



Lex Mason
President
Telsco Industries, Inc. DBA Weathermatic
972-278-6131 (Office)
Lex.Mason@Weathermatic.com



01 January 2023

Subject: Zurn Industries, LLC. Authorized Distributor

To Whom It May Concern:

All business locations of SiteOne Landscape Supply and any of their acquisition partners are authorized distributors of all products from Zurn Industries, LLC.

Regards,

A handwritten signature in black ink, appearing to read "Paul D. Wait", is written over a light blue horizontal line.

Paul D. Wait
National Sales Manager Irrigation
Zurn Industries, LLC.
805-286-7966
paul.wait@zurnwilkins.com



TOWN COUNCIL COMMUNICATION

MEETING DATE: November 12, 2024

FROM: Jason Wise, Fire Chief

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute an interlocal agreement between the Town of Trophy Club and the City of Roanoke for shared Emergency Management services in the amount of \$10,000 annually. (Jason Wise, Fire Chief).

BACKGROUND/SUMMARY: For the Town of Trophy Club and City of City of Roanoke, partnering to improve emergency management services enhances their capacity to prepare for, respond to, and recover from disasters. The collaboration will lead to more efficient use of resources, improved coordination, and a stronger, more resilient emergency response system for both communities. The shared responsibility and collective effort can ensure that both towns are better equipped to protect residents and mitigate the impact of future disasters.

Under the scope of services included in this interlocal agreement, Roanoke will be responsible for providing staff support to assist Trophy Club in the development, review, and submission of an emergency operations plan (EOP); coordinating grants and other emergency resources; conducting training as needed; and serving as emergency management administrator during disaster events. Roanoke has an emergency management administrator position that will serve in this capacity for both municipalities.

The initial term of the agreement will end on September 30, 2025 and may renew automatically for one-year terms unless terminated by either party. Trophy Club will pay the City of Roanoke \$10,000 annually for these services.

This item is included as one of the work plan items necessary to complete Goal #1 in the Town's FY 2025 Business Plan. Goal #1 is to craft a comprehensive crisis communication handbook and emergency management plan, define the Mayor's emergency communication responsibilities, and formulate an emergency management strategy. Within that goal, the work plan includes approving this interlocal agreement as a resource to create a new EOP and enhance emergency response capabilities during disasters.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The annual service fee of \$10,000 is included in the approved FY2025 Budget in the General Fund Fire Department emergency management account.

LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the contract as to form and legality.

ATTACHMENTS:

1. Interlocal Agreement

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute an interlocal agreement between the Town of Trophy Club and the City of Roanoke for shared Emergency Management services in the amount of \$10,000 annually.

**INTERLOCAL AGREEMENT
FOR EMERGENCY OPERATIONS PLAN (EOP)
DEVELOPMENT AND ASSISTANCE**

**THE STATE OF TEXAS §
 § **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF DENTON §**

THIS INTERLOCAL AGREEMENT (the “Agreement”), is made and entered into by the **CITY OF ROANOKE, TEXAS**, a Texas home-rule municipality (“Roanoke”) and the **TOWN OF TROPHY CLUB, TEXAS**, a Texas home-rule municipality (“Trophy Club”). Trophy Club and Roanoke may be collectively referred to as the “Parties” and individually as a “Party” in this Agreement.

RECITALS

WHEREAS, pursuant to the authority granted under Chapter 791 of the Texas Local Government Code (the “Act”); and

WHEREAS, Roanoke and Trophy Club recognize the joint benefits of providing mutual aid and cooperation in public emergencies; and

WHEREAS, Roanoke has expertise in emergency management, including the development, review, and submission of Emergency Operations Plans (“EOPs”) to the State of Texas and the Federal Emergency Management Agency (“FEMA”); and

WHEREAS, Trophy Club seeks the assistance of Roanoke in the development, review, and submission of Trophy Club’s EOP; and

WHEREAS, the Parties recognize the potential for the inclusion of Trophy Club within Roanoke’s broader EOPs, including mutual coordination in various emergency situations; and

WHEREAS, in accordance with Section 791.011(d)(3) of the Act, each Party is paying for the performance of the governmental functions and services in this Agreement from current revenues available to the paying Party; and

WHEREAS, Roanoke and Trophy Club have concluded that this Agreement fairly compensates the performing Party for the governmental functions and services being provided hereunder; and

WHEREAS, Roanoke and Trophy Club find and determine that this Agreement is made in the best interests of the public health, safety, and welfare of the citizens of Roanoke and Trophy Club and the State of Texas; and

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants, promises, and representations herein contained, the Parties agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration, and promises that bind the Parties.

2. Term.

- a. This Agreement is effective on November 12, 2024 (the “Effective Date”) and shall continue thereafter until September 30, 2025 (the “Initial Term”), unless terminated sooner under the provisions in this Agreement.
- b. Upon the expiration of the Initial Term, this Agreement shall automatically renew for additional one-year term(s) (each a “Renewal Term”) unless written notice is provided by either Party prior to the expiration the applicable Renewal Term.

3. Scope of Services. Roanoke will assist Trophy Club in the development, review, and submission of an EOP to the State of Texas and FEMA, which will be tailored to the needs of Trophy Club. This assistance may include, but is not limited to:

- a. Developing new sections of the existing EOP;
- b. Reviewing existing elements of the EOP for completeness and compliance with federal, state, and local guidelines;
- c. Coordinating the submission process of the EOP, grants, and other resources to the appropriate authorities, including the State of Texas and FEMA;
- d. Where appropriate, incorporating Trophy Club’s EOP into the existing EOP for Roanoke to ensure seamless and mutual coordination in the event of a disaster or emergency;
- e. Conduct training as requested and necessary to assist Trophy Club; and
- f. Serve as Emergency Management Administrator for the Town of Trophy Club in the event of a disaster as determined by the Fire Chief.

4. Compensation. Trophy Club agrees to pay Roanoke the sum of **TEN THOUSAND DOLLARS (\$10,000.00)** annually as full compensation for the services rendered under this Agreement. Payment shall be due upon execution of this Agreement and no later than October 31, of renewed terms; and may be made via check or electronic funds transfer to a bank account designated by Roanoke.

5. Timeline. The Parties agree that Roanoke will complete the development, review, and submission of Trophy Club’s EOP within two-hundred (200) business days of the Effective Date of this Agreement, unless extended by mutual written consent.

6. Responsibilities of the Parties.

- a. Roanoke.

A qualified person shall be retained, hired, and employed to serve under the direction and supervision of Roanoke's Fire Chief to serve as the Emergency Management Administrator ("EMA") for both cities. Roanoke's Fire Chief shall have the authority to hire, supervise, direct, evaluate, discipline, discharge, and terminate the EMA. As such, Roanoke agrees to provide the necessary staff, resources, and expertise to assist in the development of the EOP for Trophy Club as described above.

b. Trophy Club.

Trophy Club agrees to provide all necessary information, access to relevant personnel, and other necessary support to facilitate the completion of the EOP for Trophy Club. This may include, but is not limited to, providing copies of existing emergency management documents, historical data, and participation in meetings as requested by Roanoke.

7. Incorporation of Trophy Club into Roanoke's Emergency Plans. As part of the development process, the Parties agree that Trophy Club will be incorporated into Roanoke's broader emergency management plans, where appropriate. This may include collaboration during exercises, response activities, and other relevant scenarios.

8. Termination. Either Party may terminate this Agreement by providing thirty (30) days prior written notice to the other Party. In the event of termination, Trophy Club shall pay for all services rendered by Roanoke up to the date of termination and Roanoke shall reimburse Trophy Club a prorated rate relevant to the amount of work remaining to be done.

9. Miscellaneous.

- a. **Amendments.** This Agreement constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the Party or Parties sought to be charged or bound by the alteration or amendment.
- b. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Denton County, Texas.
- c. **Assignment.** This Agreement shall not be assigned without the express written consent of both Parties.
- d. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Roanoke warrants and represents that the individual executing this Agreement on behalf of Roanoke has full authority to execute this Agreement and bind Roanoke to the same. Trophy Club warrants and represents that the individual executing this Agreement on behalf of Trophy Club has full authority to execute this Agreement and bind it to the same.

- e. **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.
- f. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- g. **Independent Contractor.** All Parties mutually agree that Roanoke is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of Roanoke in no way are to be considered employees of Trophy Club, and employees of Trophy Club in no way are to be considered employees of Roanoke. The employment rights of either Party assigned under this Agreement will not be abridged.
- h. **No Third-Party Beneficiaries.** The terms and provisions of this Agreement are for the benefit of the Parties hereto and not for the benefit of any third party. It is the express intention of Roanoke and Trophy Club that any entity other than Roanoke or Trophy Club receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only. This Agreement is intended only to set forth the contractual right and responsibilities of the parties to this Agreement.
- i. **No Waiver of Immunity.** Nothing in this Agreement shall give any claim or cause of action to any person or party not a party to this Agreement, nor create any claim or cause of action against Trophy Club or Roanoke which would not exist in the absence of this Agreement. Nothing in this Agreement shall add to or change the liability limits or immunities otherwise available to each Party to this Agreement, and nothing in this Agreement shall be deemed or construed to waive any defense, privilege, or immunity of any of the Parties to this Agreement nor of any of their elected officials, officers, or employees, as to any claim or cause of action brought by any person or entity. Pursuant to Section 791.006 of the Act, the assignment of liability in this Agreement is intended to be different than liability otherwise assigned under Subsection (a) of Section 791.006.
- j. **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

If to Roanoke: City of Roanoke, Texas
 500 S. Oak Street
 Roanoke, TX 76262
 Attn: Cody Petree, City Manager
 Phone Number: (817) 491-2411

If to Trophy Club: Town of Trophy Club, Texas
 1 Trophy Wood Drive
 Trophy Club, TX 76262
 Attn: Brandon Wright, Town Manager
 Phone Number: (682) 237-2900

- k. **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of this Agreement shall be enforced as if the invalid provision had never been included.
- l. **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- m. **Waiver of Breach.** No waiver by either Party of any default or breach of a term or condition of this Agreement by the other Party may be treated as a waiver of any subsequent default or breach of the same or any other term or condition of this Agreement.
- n. **Entire Agreement.** This Agreement contains the entire understanding of the Parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date above written.

ROANOKE:

CITY OF ROANOKE, TEXAS

A Texas home-rule municipality

By: _____
Carl E. "Scooter" Gierisch, Jr., Mayor

Date Signed

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeffery L. Moore, City Attorney

TROPHY CLUB:

TOWN OF TROPHY CLUB, TEXAS

A Texas home-rule municipality

By: _____
Brandon Wright, Town Manager

Date Signed

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney