Tino Villarreal, Commissioner At-large "A"
Bryan L. Martinez, Commissioner District 1
Roy De los Santos, Commissioner District 3

Rose M.Z. Gowen, M.D., Commissioner At-large "B"
Linda C. Macias, Commissioner District 2
Pedro Cardenas, Commissioner District 4

John Cowen, Jr, Mayor

NOTICE OF A PUBLIC MEETING OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE

Pursuant to Chapter 551, Title 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the City Commission of the City of Brownsville, Texas, in accordance with Article V, Section 12, of the Charter of said City, will convene a **Regular Meeting** on **December 12, 2023,** at **5:00 p.m.,** in the City Commission Chambers, located on the Second Floor of the Brownsville City Hall - Old Federal Building, located at 1001 East Elizabeth Street, Brownsville, Cameron County, Texas, 78520.

Pursuant to Section 551.127, Texas Government Code, one or more Commissioners or employees may attend this meeting remotely using videoconferencing technology. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting.

Members of the public, employees, and the City Commission may join via the Webex Teleconference Meeting by logging on at:
https://brownsvilletx.webex.com/brownsvilletx/j.php?MTID=m55e8a90c2822687c3fe479247432fa8d
Password: commission (26664774 from video systems)

Join by video system
Dial 25367179248@brownsvilletx.webex.com
You can also dial 173.243.2.68 and enter your meeting number.

Join by phone
1-844-621-3956 United States Toll Free
+1-650-479-3208 United States Toll
Access code: 253 671 79248

This Notice and Meeting Agenda are posted online at: https://brownsvilletx.gov/129/Agendas-Minutes

Members of the public who submitted a "Public Comment Form" will be permitted to offer public comments as provided by the agenda and as permitted by the presiding officer during the meeting. A recording of the meeting will be made and will be available to the public in accordance with the Open Meetings Act.

At any time during the course of the posted meeting, the Brownsville City Commission may retire into Executive Session under Texas Government Code 551.071 to confer with legal counsel on any subject matter on this agenda in which the duty of the attorney to the City Commission under Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. Further, at any time during this meeting, the City Commission may retire to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more exceptions to the Texas Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code.

CALL TO ORDER

a) ROLL CALL

b) INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAGS OF THE UNITED STATES OF AMERICA AND STATE OF TEXAS

PROCLAMATION(S)

Honoring Consul General Juan Carlos Cue (Mayor J. Cowen, Jr. / Commissioner R. De los Santos)

Recognizing Tad Hasse (Commissioner R. De los Santos / Mayor J. Cowen, Jr.)

PUBLIC COMMENT PERIOD

- **Non-Agenda Items:** Kindly submit a "Public Comment Form" stating the City business or City policy you wish to speak to an hour before the start of the scheduled meeting time with the City Secretary. Forms are not reserved for anyone nor may time be deferred to anyone. PowerPoint presentations may not be accommodated. This period is limited to five (5) speakers with a time limit of three (3) minutes per speaker.
- **Agenda Items:** Kindly submit a "Public Comment Form" stating which item(s) on the agenda you wish to speak to an hour before the start of the scheduled meeting time with the City Secretary. Speakers will be allowed to address the Commission on the agenda item before it is to be considered. The speaker is limited to three (3) minutes.
- **Time Limits:** The City Commission shall have the discretion to modify its regulations regarding time limits on public comment if necessary. For example, the time limit may be shortened to accommodate a lengthy agenda or it could be lengthened to allow additional time for discussion on a complicated matter or if there is a need for an interpreter.

CONSENT AGENDA ITEM(S)

The following are considered to be routine by the City Commission and will be approved by one motion. There will be no separate discussion of these items unless a City Commissioner so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

1) Consideration and **ACTION** to approve a contract, #EAP-122-0923, with Curalinc, LLC, at a rate of $1.56 per covered employee per month, for the Employee Assistance Program (EAP). (Organizational Development and Human Resources)

2) Consideration and **ACTION** to approve Task Order No. 1 for our on-call consultant Garver, LLC., under contract PES-63-0523 for the design and special services for the terminal building improvement project, in the amount of $174,800, as budgeted. (Airport Department)

3) Consideration and **ACTION** to award a term contract to G&T Paving, LLC for Stagecoach Trail Paving & Drainage Improvements Project, in the amount of $1,456,135.16, #011-24-EPW-IFB (Engineering & Public Works Department)

4) Consideration and **ACTION** for a Cooperative Purchase Agreement, 044-24-FR-SA, with Galls, LLC. for the purchase of Uniforms, as budgeted. (Fire Department)

5) Consideration and **ACTION** for a Cooperative Purchase Agreement with Metro Fire Apparatus Specialists, Inc. for the purchase of two (2) Arctic Compressors #023-24-FIR-CP, in the amount of $123,086.00, as budgeted. (Fire Department)

6) Consideration and **ACTION** for a Cooperative Purchase Agreement with North America Fire Equipment Co., Inc. dba NAFECO for the Purchase of Turnout Gear and VersaPro from Lion items #033, FIR-CP-24, as budgeted. (Fire Department)

7) Consideration and **ACTION** on **Resolution Number 2023-136** supporting Cameron County's Resolution 2023R04017 in support of the United States Postal Service name designation of Starbase for the unincorporated area of the County where SpaceX conducts operations and authorizing the Mayor to submit a Letter of Support to the U.S. Geological Survey. (City Managers Office)

PUBLIC HEARING(S)

1) Public Hearing and **ACTION** on **SECOND** and **FINAL READING** on **Ordinance Number 2023-1733**, an Ordinance of the City Commission of the City of Brownsville amending Chapter 22 to add Article XIV-Establishments Not Licensed by the Texas Alcoholic Beverage Commission (TABC), and Amending the City's Master Fee Schedule to adopt annual permit and inspection fees, and other

related matters. (Police Department) (Tabled December 5, 2023)

ITEMS FOR INDIVIDUAL CONSIDERATION(S)

1) **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 2023-1724**, adopting City Board Policies. (Office of the City Attorney) (Tabled on November 7, 2023)

2) Consideration and **ACTION** to acknowledge the Finance Director's financial statements and cash investment report for the City of Brownsville for the fourth quarter ended September 30, 2023. (Financial Services Department)

3) Consideration and **ACTION** to approve the Brownsville Community Improvement Corporation's (BCIC) defeasance and redemption of outstanding obligations, and the resolution related thereto. (Office of the City Attorney)

BOARD APPOINTMENT(S)

1) Consideration and **ACTION** on **Resolution Number 2023-133**, to appoint or reappoint three (3) members to the Bicycle & Pedestrian Advisory Committee (BPAC). (Multimodal Transportation)

2) Consideration and **ACTION** on **Resolution Number 2023-118-A** to appoint two (2) members to the Brownsville Public Library System Advisory Board. (Library)

EXECUTIVE SESSION

1) Closed session pursuant to Tex. Gov't. Code Sections 551.071 (Consultation with Attorney) and 551.072 (Real Property Deliberation) related to bid(s) received from the Cameron County Tax Resale of November 7, 2023. (Office of the City Attorney)

POSSIBLE ACTION ON ANY ITEM(S) AS DISCUSSED IN EXECUTIVE SESSION

NOTE: The City Commission of the City of Brownsville reserves the right to discuss any items in Executive Session whenever authorized under the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

1) Discussion and possible **ACTION**, if any, on **Resolution Numbers 2023-137** through **Resolution Number 2023-139**, approving or rejecting the bid/offer(s) received on the Tax Resale Properties on November 7, 2023. (Office of the City Attorney)

ADJOURNMENT

NOTE: The City of Brownsville does not discriminate on the basis of disability in the admission of, access to, treatment of, or employment in its programs, activities, or public meetings. Any individual with a disability in need of an accommodation is encouraged to contact the Organizational Development & Human Resources Department at 956/548-6037 (voice or Relay TX) by Monday, no later than 12:00 P.M., to make proper arrangements.

By: John Cowen, Jr
Mayor of the City of Brownsville

I certify that a copy of the **December 12, 2023,** Agenda of items to be considered by the Brownsville City Commission was posted on the Bulletin Area at City Hall – Federal Building, on December 8, 2023. I further certify that the Agenda was posted on the City's website and can be downloaded by accessing: https://brownsvilletx.gov/129/Agendas-Minutes

Yolanda Galarza-Gomez, TRMC, City Secretary

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Perla Cepeda, Organizational Dev. & Human Resources Director
Date:	Tuesday, December 12, 2023
Agenda #:	Consideration and **ACTION** to approve a contract, #EAP-122-0923, with Curalinc, LLC, at a rate of $1.56 per covered employee per month, for the Employee Assistance Program (EAP). (Organizational Development and Human Resources)

Summary:
Requesting approval for EAP Contract with Curalink under RFP-EAP-122-0923.

Project Scope and Analysis:
Background:
At the request of Mrs. Perla Cepeda, Organizational Development & HR Director, the Procurement Division solicited a Request for Proposals for the procurement of Employee Assistance Program.
Project Summary:
Project milestones were accomplished as follows:
•The legal advertisements appeared in The Brownsville Herald two times: on July 16,2023 & July 23, 2023 and were posted on the City's electronic bidding platform. There was no addendum issued during the process.
•Bids/proposals were received on August 10, 2023 at 3:00 PM
•A total of four (4) submittals were received. Submittals were acknowledged by the procurement Services staff. Submitting vendors were:
1.Curalinc Healthcare
2.Deer Oaks EAP Services LLC
3.EAP Consultants LLC dba Espyr
4.Reconcile Care Management Services
•Copies of the Proposals submittals received were submitted to the Evaluation Committee for review via Bonfire. members were:
1.Elizabeth Cruz
2.Ivan Reyes
3.Esmeralda Flores
4.Esther Valle

5.Laura Hernandez
6.Nayade Garza
7.Simon Ortiz
• Evaluations were completed and the evaluation committee selected the top vendor.
Procurement Summary: Curalinc Healthcare is eligible under this procurement for Employee Assistance Program in the amount of ($1.56) per Covered Employee per month.(See attached Procurement Services Analysis).

Funding:

Source: 70-9110-876-188 - Contingency Employee Assistance Program

Amount: 73,008.00

Local Contribution if Applicable:

Recommendation:
RFP Committee recommends moving forward with Curalink as the EAP Administrator.

Commission Pillar:
Governance

Attachments:
1. EAP-122-0923 - Procurement Analysis.
2. EAP-122-0923 - Contract - Approved by Legal

PROCUREMENT SERVICES
PROCUREMENT ANALYSIS

Date: Wednesday, November 29, 2023
To: Mr. John Cowen Jr., City Mayor
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Procurement and Contract Manager
Mrs. Perla Cepeda, Organizational Development & HR Director

Subject: Agenda Item for the City Commission meeting of Tuesday, December 12, 2023 "Consideration and Action for a term contract for Employee Assistance Program with Curalinc Healthcare" #EAP-122-0923

Background:

At the request of Mrs. Perla Cepeda, Organizational Development & HR Director, the Procurement Division solicited a Request for Proposals for the procurement of: Employee Assistance Program.

Project Summary:

Project milestones were accomplished as follows:

- The legal advertisements appeared in The Brownsville Herald two times: on July 16, 2023 & July 23, 2023 and were posted on the City's electronic bidding platform. There was no addendum issued during the process.
- Bids/proposals were received on August 10, 2023 at 3:00 PM
- A total of four (4) submittals were received. Submittals were acknowledged by the Procurement Services staff. Submitting vendors were:
    1. Curalinc Healthcare
    2. Deer Oaks EAP Services LLC
    3. EAP Consultants LLC dba Espyr
    4. Reconcile Care Management Services
- Copies of the Proposals submittals received were submitted to the Evaluation Committee for review via Bonfire. Evaluation Committee Members were:
    1. Elizabeth Cruz
    2. Ivan Reyes
    3. Esmeralda Flores
    4. Esther Valle
    5. Laura Hernandez
    6. Nayade Garza
    7. Simon Ortiz

- Evaluations were completed and the evaluation committee selected the top vendor.

Procurement Summary: Curalinc Healthcare is eligible under this procurement for Employee Assistance Program in the amount of ($1.56) per Covered Employee per month. **(Exhibit A)**

curalinc HEALTHCARE

curalinc.com
800.490.1585
@curalinc
curalinc.in
info@curalinc.com

Employee Assistance Program (EAP) Statement of Work

Prepared for:
City of Brownsville
October 6, 2023

Prepared by:
Alex Sewall
312.300.3251
asewall@curalinc.com

Pricing and Plan Design Summary

Client	City of Brownsville
Employees	1,300
Effective Date	January 1, 2024
Rate Guarantee	Three (3) Years

CuraLinc delivers **transformative mental health care** fueled by connectivity, marrying technology and personalized advocacy to engage, empower and support employees throughout their care journey.

Engagement

- Three-Pronged Engagement Strategy (Communication, Integration, Technology) Delivered to City of Brownsville Prior to Implementation

Care Journey

Access

- Individualized Access to Mental Health Support
- System of Convenient and Integrated Avenues into the Program
- Preference (Modality, Time/Date, Race, Age, Gender) Empowers Participants to Begin Their Journey
- Inline Scheduling for Counseling and Coaching
- Meaningful Connectivity, Not a Predetermined Entry Point

Advocacy

- Provide Immediate Support Around-the-Clock
- Human-Centric Approach Reduces Barriers to Care
- Build a Personalized Care Plan for Each Participant
- Focus on Empowering Care, Not Prescribing Care

Support

- Concierge Support Across the Mental Health Continuum
- Evidence-Based Care Delivered Through Clinical and Sub-Clinical Resources
  - ✓ Clinical: In-Person Counseling, Video Counseling, Text Therapy, Digital Cognitive Behavioral Therapy (dCBT)
  - ✓ Sub-Clinical: Coaching, Interactive Toolkits, Work-Life Benefits
  - ✓ Quality: Over 95% of Care Delivered by Providers in the Highest Quality Tiers
- Internal and External Integration Creates a Seamless Experience for Every Participant

Outcomes

- Clinical Follow-Up and Post-Treatment Guidance for Every Case
- 94% of Cases Resolved Within the Program
- Return on Investment
  - ✓ Based on Health Care, Human Capital and Organizational Cost Savings
  - ✓ Average ROI of 5.2:1
- Impact on Health and Productivity
  - ✓ Annual Case Study Published at EAPOutcomes.com

Organizational Resources

- Unlimited Management Consultations to Assist with Challenging Employee Situations
- Unlimited Formal and Informal Management Referrals into the Program

Client Services

- Dedicated Single Point-of-Contact for City of Brownsville
- Comprehensive Utilization Reporting Suite, Including Executive Summary

Worksite Services

- **Training**: Over 100 Customizable One-Hour Topical Training Modules Available
- **Critical Incident Response Services**: Onsite Clinical Response to Crisis Events

3-Session Counseling Model: $1.56 per Employee per Month (PEPM)

Worksite Services
5 Hours Included per Year; $245.00 per Hour Thereafter

CITY OF BROWNSVILLE CONTRACT AGREEMENT FOR EMPLOYEE ASSISTANCE PROGRAM (EAP) SERVICES
#EAP-122-0923

This Agreement shall commence upon the approval of the City Commission and executed by the City of Brownsville's Mayor or designee. This agreement is between The City of Brownsville, Texas, hereinafter referred to as ("CITY") and CuraLinc, LLC, otherwise known as CuraLinc Healthcare, hereinafter referred to as ("CONTRACTOR"), collectively referred to as "Parties" and individually as "Party".

1. **Documents**
    a. The following documents (collectively, "Contract Documents") are hereby incorporated into and made part of this Agreement.
        i. Scope of Services, Conditions and Compensation (Exhibit A)
        ii. Term of Agreement (Exhibit B)
        iii. Insurance (Exhibit C)
        iv. Covered Employee Headcount (Exhibit D)

2. **Scope of Services**
    a. Contractor shall perform the Services under this agreement upon written request orders by CITY. Unless otherwise specified in a project request, Contractor and CITY agree that the scope of work is deemed to include preliminary considerations and prerequisites, and all tasks which are an integral and inseparable part of the work described in the Contract Documents or by separate written request.
    b. Contractor will perform such Services in a diligent and workmanlike manner consistent with industry standards.
    c. By signing this Agreement, Contractor represents that it has thoroughly reviewed the Contract Documents incorporated into this Agreement, including but not limited to "Exhibit A" Scope of services and that it accepts the description of the Work and the conditions under which the Work is to be performed and completed.

3. **Independent Contractor; Personnel**
    a. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor, or any of Contractor's employees, look to CITY as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to CITY's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.
    b. Contractor represents and warrants to CITY that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Services.

4. **Term of Agreement.**
    a. The initial contract period shall commence upon approval by the City Commission and when executed by the City of Brownsville's Mayor or designee and shall end or be extended upon the terms specified in Contract Documents "Exhibit B". The term or any continuation of this Agreement shall be subject to both the appropriation and the availability of funds by CITY.

5. Compensation

a. Contractor agrees that compensation for services shall be as specified in the Contract Documents "Exhibit A". It is acknowledged and agreed by Contractor that compensation, as enumerated in Exhibit A constitutes a limitation upon CITY's obligation to compensate Contractor for Contractor's services pursuant and related to this Agreement but it does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

b. Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided. Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the CITY's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6. Insurance

a. The Contractor shall furnish proof of insurance requirements as specified in Contract Documents "Exhibit C". The coverage is to remain in force at all times during the contract period and the minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Brownsville, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

b. The CITY shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

c. The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

7. Termination

a. *Termination for Cause.* The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. CITY may also terminate this Agreement upon such notice as the City of Brownsville's City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or

invoices, failure to perform the Work to CITY's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

b. *Termination for Convenience.* CITY reserves the right, in its best interest as determined by the City of Brownsville's City Manager, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to CITY's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are hereby acknowledged by Contractor, for CITY's right to terminate this Agreement for convenience.

c. *Cancellation for Non-appropriated Funds.* CITY reserves the right, in its best interest as determined by the City of Brownsville's City Manager, to cancel this contract for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of CITY for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

d. *Force Majeure.* CITY and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

   i. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

   ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;

   iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

   iv. The non-performing party uses its best efforts to remedy its inability to perform.

   v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, CITY may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

8. Materiality and Waiver of Breach.

a. CITY and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement

9. Indemnification by Contractor.

CONTRACTOR AGREES TO INDEMNIFY, AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENAL TIES, COSTS AND EXPENSES FOR ALL PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENAL TIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB- SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7} BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY

10. **Miscellaneous Provisions.**

    a. *Successors and Assigns.* All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

    b. *Choice of Law.* The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

    c. *No Waiver of Governmental Immunity.* NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

    d. *Assignment.* Contractor shall not assign any of Contractor's rights under this Agreement, or delegate the performance of any of Contractor's duties hereunder, without the prior consent of CITY.

    e. *Modification or Amendment.* No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

f. *Venue.* This Agreement and any and all matters arising directly or indirectly herefrom shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, in the Federal and State Courts of Cameron County, Texas having jurisdiction. (b) If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually-satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.

g. *Notices.* Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor:	CuraLinc, LLC 314 W, Superior Street Suite 601 Chicago, Illinois, 60654
If to CITY:	City of Brownsville 1001 E. Elizabeth St. Brownsville, Texas, 78521

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

h. *Entire Understanding.* This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

i. *Unenforceability of Provisions.* If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

CITY OF BROWNSVILLE	CONTRACTOR
Signature:_____	Signature: _____
Print Name: _____	Print Name: Sean Fogarty
Title: _____	Title:President and Chief Executive Officer
Date: _____	Date: November 27, 2023

Approved as to Form and Legality
This 4th day of December 2023
Title First Asst CA
Office of the Brownsville City Attorney"

EXHIBIT "A"

Contractor hereby agrees to perform or assist in the performance of the following services for City.

1. Provide on-going consultation for the City's EAP, to include the overall design, development, implementation and management of the Program.

2. Provide telephonic access to the Program 24 hours per day, seven days per week, 365 days per year. This includes access to Spanish-speaking EAP providers.

3. Provide an intake Assessment including, but not limited to: gathering psychosocial history; identifying Presenting Issue(s), evaluating treatment and substance abuse history; completing a risk profile for the CITY; and developing the appropriate care plan.

    a. If the Presenting Issue(s) can be resolved within the framework of the EAP model, Contractor will provide clinical consultation and individual case management to CITYs, which will include:

        i. In-the-moment support and, if necessary, immediate crisis counseling.

        ii. Short-Term Counseling or Sub-Clinical Coaching.

            1. Referral for up to ***(3) sessions*** per Presenting Issue (the Limitation). This includes referrals to Spanish-speaking EAP providers.

            2. At the CITY's discretion, the aforementioned sessions may be delivered either in-person or via Distance Counseling.

        iii. Post-case referral to an appropriate professional or helping agency, when appropriate.

        iv. Follow-up on each case to determine success of the rehabilitation process or need for further assistance.

    b. If the initial Assessment reveals that treatment is required beyond the scope of the EAP, Contractor will provide the CITY with appropriate referrals for providers or facilities that are in the CITY's community or benefit plan network.

        i. Contractor will verify the CITY's eligibility.

        ii. Contractor will educate the CITY regarding the upcoming sequence of events.

        iii. Contractor will give the CITY names and contact information of in-network providers or facilities that are appropriate for his/her condition.

4. Assist in the internal promotion of the Program, including the development of an engagement strategy, which may include the preparation and delivery of posters, flyers, wallet cards, introductory letters, electronic messages and newsletters.

5. Provide activity reports that include aggregated trends and utilization from the Program, but do not include information about individual CITY participants.

6. Create and provide an EAP web platform customized for City that includes, but is not limited to, information, articles, resource search engines, audio and video files, "how-to" guides, a form to schedule a call back or request more information, a comprehensive topical resource library, Textcoach®, Mental Health Navigator and online educational and training seminars.

7. Create and provide an EAP mobile platform customized for City that includes, but is not limited to, information, articles, resource search engines, audio and video files, "how-to" guides, a form to schedule a call back or request more information, a comprehensive topical resource library, Textcoach®, Mental Health Navigator and online educational and training seminars.

8. Provide Work/Life Services as described below:

    a. **Legal Consultation**: The City's covered and eligible participants are entitled to Telephonic Legal Services and In- Person Legal Services as described below at no cost. All additional costs following the consultation will be identified by the attorney in the retainer agreement, which must be agreed to in advance by the City, who is solely responsible for payment for services delivered beyond the scope of the Program. Excluded services are any matters involving current or prior work-related issues of the eligible employee or dependents, or any issues related to City. Legal content is also available on the Program's web or mobile portals.

        i. **Telephonic Legal Consultation**: Contractor will provide the City's covered and eligible participants with one thirty- minute telephonic consultation from an attorney who: has been licensed to practice law in the forum state for at least ten (10) years; has no public record of non-administrative discipline within the last ten (10) years; carries malpractice insurance; and has not been convicted of any felony or crime involving moral turpitude, been the subject of any non-administrative public discipline in any jurisdiction, or been the subject of a malpractice action or judgment. The attorney shall provide, via telephone and at no cost to the participant, up to thirty minutes of time to answer general questions of law according to the applicable state law.

        ii. **In-Person Legal Consultation**: Contractor will provide the City's covered and eligible participants with one thirty- minute office consultation from an attorney or law firm that: is duly licensed to practice law in the participant's forum state; has a managing or operating partner with a minimum of five (5) years' experience from the date admitted to the bar of the forum state; carries malpractice insurance; and has not been convicted of any felony or crime involving moral turpitude, been the subject of any non- administrative public discipline in any jurisdiction, or been the subject of a malpractice action or judgment.

b. **Financial Consultation**: The City's covered and eligible participants are entitled to consultation with financial counselor or budget specialist who can address questions on all matters of financial management including debt reduction, home buying, budgeting, foreclosure prevention, bankruptcy prevention, financial goal-setting, estate/financial planning, identity theft recovery and credit report review. Brief consultations without an appointment are available any weekday, Monday through Friday, or for up to an hour by appointment. In appropriate circumstances, a referral to non-profit service provider(s) may be suggested to further address the participant's need. Financial content is also available on the Program's web or mobile portals.

c. **Child Care Resource and Referral Services** – The City's covered and eligible participants are entitled to unlimited access to referral services, mapping and reference library materials including telephonic consultation to assess need, financial ability, geographic limitations, facility/provider credentials and licensure and unlimited access to information materials offered through Contractor. It is understood that the selection of a facility/provider is the responsibility of the participant . The delivery of the aforementioned materials is to be provided to the participant by Contractor and/or available through the Program's web or mobile portals.

d. **Elder Care Resource and Referral Services** – The City's covered and eligible participants are entitled to unlimited access to referral services, mapping and reference library materials including telephonic consultation to assess need, financial ability, geographic limitations, facility/provider credentials and licensure and unlimited access to information materials offered through Contractor. It is understood that the selection of a facility/provider is the responsibility of the participant. The delivery of the aforementioned materials is to be provided to participant by Contractor and/or available through the Program's web or mobile portals.

e. **Convenience Resource and Referral Services** – The City's covered and eligible participants are entitled to unlimited telephone consultation on enhanced services/convenience services that include, but are not limited to, diet and nutrition, smoking cessation, clubs/associations, kennels/pet care, relocation services, home repair, automobile services, etc. Costs associated with membership and retention of services will be the sole responsibility of the participant.

9. Training and Critical Incident Stress Management Services as described below:

a. **Training** – Contractor provides a comprehensive array of customized workshops and personal development modules designed to make employees more effective and to amplify the availability of the Program. Contractor will provide onsite or virtual Topical or Benefit Training sessions to City Employees, selected from the most current version of Contractor's training catalog.

b. **Critical Incident Stress Management** – Incidents such as workplace violence, robbery, a natural disaster, suicide or a workplace accident can leave employees shocked, distracted and unable to perform their job effectively. Even non-violent acts, such as the natural death of an employee, spouse or child, can be temporarily debilitating. CISM services are offered to City employeess following these traumatic events.

Level I (Referral): Contractor will provide unlimited telephonic consultation to City and to City Employees s, as well as distribution of educational materials and program flyers for all impacted City Employees s. City Employees (and, if applicable, family members have around-the-clock access to the Program for in-the-moment support, if necessary. ***Level I responses, which do not include onsite resources, are included on an unlimited basis at no additional cost.***

i. **Level II (Onsite Response)**: Contractor will provide all services included in a Level I response, plus the coordination and delivery of onsite CISM services in the workplace. The purpose of onsite CISM services is to provide impacted City Employees (and, if applicable, family members) with an opportunity to discuss their reactions to the event, to provide education and coping skills for managing reactions, and to assist the CITYs who need additional services with linkage to the most appropriate resources, including the EAP. Onsite Critical Incident Stress Management may be delivered individually or in a group setting. Contractor will provide consultation regarding the most clinically appropriate timing, location and modality of services, based on the nature of the event. A written response plan, which outlines the goals and objectives for the response, as well as the plan for follow-up, is provided for all Level II Onsite Response services.

c. Contractor will provide City with a bank of ***(5) hours*** of Topical or Benefit Training, or Level II CISM services, per calendar year at no additional cost. ***At additional cost to City and only at City's request***, additional in-person Topical or Benefit Training, or Level II CISM services, are available for $245 per hour.

i. Additional fees may apply if a Topical or Benefit Training session is not scheduled with Contractor at least 45 days before the event.

ii. City will be responsible for the Allocation Value or cost of a Topical or Benefit Training session, or a Level II CISM response, if a notice to cancel is not provided to Contractor within 48 hours of the event.

iii. If the number of City Employees covered by the Program changes by twenty percent (20%) or more from the Employee Count referenced inExhibit D, Contractor reserves the right to adjust the aforementioned bank of hours with thirty (30) days' notice to City.

10. ***At additional cost to City and only at City's request***, any additional onsite services will be provided for $245 per hour.

PAYMENT

In Consideration for the above-mentioned services, City agrees to pay Contractor a sum of ***($1.56)*** per Covered Employee per month. The initial payment will be based on the Employee Count referenced in Exhibit D. For subsequent payments, City will provide Contractor with an updated Employee Count on a quarterly basis.

If, at any time, the number of Covered Employees eligible for the Program varies from the Employee Count referenced in Exhibit D by twenty percent (20%) or more, Contractor reserves the right to adjust the aforementioned price for the Program with thirty (30) days' notice to City. Notwithstanding the foregoing, ***the aforementioned price(s) will be guaranteed to the City until September 30, 2026.***

The Program will be invoiced on a quarterly basis, thirty (30) days in advance of the first day of the quarter. The fee for the Program shall be calculated based upon the number of Covered Employees designated as eligible as of the start of each period. Payment is due by the first day of the billing period. A finance charge of 2.0% of unpaid invoices will be assessed each month for any amounts that are not the subject of a good faith dispute and are unpaid past the due date. If this Agreement terminates for any reason prior to the expiration of a period for which City has paid the aforementioned fees, then Contractor shall refund to City that portion of the fees that relate to the unexpired portion of the period.

After the Initial Term, Contractor may impose a three percent (3%) increase to the pricing set forth in this Agreement by providing City with written notice of its intent to do so no later than one hundred and twenty (120) days prior to the first day of the subsequent term. Contractor may impose similar increases for each successive renewal period by providing City with written notice of its intent to do so no later than one hundred and twenty (120) days prior to the first day of the subsequent term.

END OF EXHIBIT "A"

EXHIBIT "B"

The term of this Agreement consists of a base period (Primary Term), which shall commence upon approval by the City Commission and end on September 30, 2024. Thereafter, there will be an option by CITY to renew the Agreement up to two (2) times for a one (1) year period each time until September 30, 2026.

END OF EXHIBIT "B"

EXHIBIT "C"

INSURANCE

Contractor shall obtain and maintain insurance coverage as agreed in paragraph 7 of the City of Brownsville Contract Agreement and ensure that coverage with the parameters contained herein remains in full force at all times during the contract period as follows:

1. **Workers' Compensation and Employers' Liability Insurance**

   Minimum Limits Consistent with Texas Worker's Compensation Act (Section 401):

   1. $100,000 bodily injury each accident
   2. $500,000 bodily injury by disease policy limit
   3. $100,000 Bodily injury by disease each employee

   Any firm performing work for or on behalf of the City of Brownsville must provide Workers' Compensation insurance.

2. **Commercial General Liability Insurance**

   Covering premises-operations, products-completed operations, independent contractors and contractual liability, with a combined single limit bodily injury/property damage of $1,000,000. This coverage must include, but not be limited to:

   1. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
   2. Coverage for Premises/Operations
   3. Products/Completed Operations
   4. Broad Form Contractual Liability
   5. Independent Contractors

3. **Automobile Liability Insurance**

   Covering all owned, hired and non-owned automobile equipment with the following Limits:

   1. Bodily injury
      $250,000 each person,
      $500,000 each occurrence
   2. Property damage
      $100,000 each occurrence

END OF EXHIBIT "C"

EXHIBIT D
COVERED EMPLOYEE HEADCOUNT

As of the Effective Date, the number of Covered Employees eligible for the Program (the "Employee Count") is as follows:

United States: 1,300

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Stephen Eliseo Muse, Accountant III
Date:	Tuesday, December 12, 2023
Agenda #:	Consideration and **ACTION** to approve Task Order No. 1 for our on-call consultant Garver, LLC., under contract PES-63-0523 for the design and special services for the terminal building improvement project, in the amount of $174,800, as budgeted. (Airport Department)

Summary:
Design Work includes design of finish out for concession and lounge areas in gate hold areas, restroom improvements and finish-out of office space on first floor. Special Services work includes construction administration and observation for finish-out for concession and lounge areas in gate hold areas, restroom improvements and finish-out of office space on first floor.

Project Scope and Analysis:
Design Work includes design of finish out for concession and lounge areas in gate hold areas, restroom improvements and finish out of office space on first floor.Special Services work includes construction administration and observation for finish out for concession and lounge areas in gate hold areas, restroom improvements and finish out of office space on first floor.

Funding:

Source: Existing CO Funds available under Fund 501, GL Org 501-8664

Amount: 174,800

Local Contribution if Applicable: N/A

Recommendation:
Airport recommends approval of this item.

Commission Pillar:
Infrastructure

Attachments:

1. Task Order 1 - Terminal Improv. PPT
2. BRO Garver Task Order 01 Terminal Improvement_CAO signed
3. 9.12.23 Garver Executed

Brownsville South Padre Island International Airport

Garver LLC Task Order No. 1
Airport Terminal Improvements

Basic Services Design
Provide project administration, and design phase services for the Terminal Building Improvements to include design of finish out for concession and lounge areas in gate hold areas, restroom improvements and finish out of office space on first floor. Fee Not to Exceed $125,700.00.

SPECIAL SERVICES
Provide construction administration phase services for the Terminal Building Improvements. Work includes construction administration and observation for finish out for concession and lounge areas in gate hold areas, restroom improvements and finish out of office space on first floor. Fee Not to Exceed $49,100.00.

Title I Service	Estimated Fees
Design Development	$ 45,000.00
Construction Documents	$ 80,700.00
Subtotal for Title I Service	**$ 125,700.00**

Title II Service	Estimated Fees
Construction Administration	$ 49,100.00
Subtotal for Title II Service	**$ 49,100.00**

Total All Services	**$ 174,800.00**

TASK ORDER NO. 1

B/S.P.I. International AIRPORT PROJECT NO. BRO Terminal Improvements

TASK ORDER AUTHORIZATION NUMBER **1**

TO AGREEMENT FOR PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES DATED **September 12, 2023** BETWEEN ARCHITECTURAL AND ENGINEERING FIRM AND CITY OF BROWNSVILLE, BROWNSVILLE SOUTH PADRE ISLAND INTERNATIONAL AIRPORT, BROWNSVILLE, TX,

City and Architectural & Engineering Firm agree to amend their Master Contract Agreement for improvements to the Brownsville South Padre Island International Airport, Brownsville Texas to include fees for architectural and engineering services. The improvement Item # **1** are included in the Scope of Work of the original contract. The items covered by this Task Order and/or Amendment are described as follows:

City agrees to pay Architectural & Engineering Firm for the services listed under Section 1 of the original Contract Agreement in the following manner:

PART A - BASIC SERVICES DESIGN

Item No. **1** Provide project administration, and design phase services for the Terminal Building Improvements. Work includes design of finish out for concession and lounge areas in gate hold areas, restroom improvements and finish out of office space on first floor. Fee Not to Exceed $125,700.00.

All other terms and conditions of the original Agreement shall remain in effect.

PART B - SPECIAL SERVICES (CONSTRUCTION ADMINISTRATIONS AND FIELD ARCHITECTURAL & ENGINEERING)

Item No. **1** Provide construction administration phase services for the Terminal Building Improvements. Work includes construction administration and observation for finish out for concession and lounge areas in gate hold areas, restroom improvements and finish out of office space on first floor. Fee Not to Exceed $49,100.00.

All other terms and conditions of the original Agreement shall remain in effect.

IN WITNESS WHEREOF, the patties hereto have set their hands and seals on the day and year herein stated.

CITY OF BROWNSVILLE SOUTH PADRE ISLAND INTERNATIONAL AIRPORT BY AND THROUGH THE CITY COMMISSION

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY COMMISION OF THE CITY OF BROWNSVILLE.

EXECUTED THIS _____ DAY OF _____, 2023.

OWNER:	CONTRACTOR:
_____	_____
(Signature)	(Signature)
John Cowen, Jr.	**Frank McIllwain**
Print Name:	Print Name:
Mayor	Sr. Vice President
Title	Title
City of Brownsville	Garver, LLC

APPROVED AS TO FORM
AND LEGALITY

_____
Guillermo (Will) S. Trevino
City Attorney
City of Brownsville, Texas

EXHIBIT A
(SCOPE OF SERVICES)

1. GENERAL

Generally, the scope of services includes project administration, design, bidding and construction administration for the terminal improvements at Brownsville South Padre Island international Airport. Garver will provide drawings, specifications, coordinate scope of work, assist with bidding, and provide onsite RPR.

2. PROJECT ADMINSTRATION AND DESIGN SERVICES

Garver will accomplish the following:

A. Provide architectural and mechanical/electrical design drawings and specifications for the finish out of the following terminal spaces:
   a. North concession in the gate hold area with optional child play area
   b. South lounge in the gate hold area
   c. Office spaces located between the rental car counters and restaurant on main level.
   d. New restroom space in operations office
B. Coordinate information in terminal building record drawings with proposed improvements.
C. Coordination of project information with Owner, Brownsville South Padre International Airport.
D. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
E. Draft assembly of record drawings, exhibits, specifications, and scope of work.
F. Attend one stakeholder meeting.
G. Assist the Owner in soliciting bids from prospective contractors.
H. Review and recommend bid to Owner.
I. Provide project updates to BRO Administration

3. PROJECT CONSTRUCTION ADMINSTRATION SERVICES

Construction observation services will be provided by Garver's Resident Project Representative, who will provide or accomplish the following:

A. Consult with and advise the Owner during the construction period.
B. Coordinate with the firm providing construction materials quality assurance testing under separate contract with the Owner.
C. Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
D. Maintain a Project diary which will contain information pertinent to each site visit.
E. RPR to review daily progress by contractor.
F. RPR to review pay requests and track project budget. Recommendation for payment shall not be a representation that Garver or RPR has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor
G. RPR to maintain a set of working drawings and prepare and furnish record drawings Davika to assist with closeout documents.
H. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check

will only be for review of general conformance with the design concept of the Project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

I. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.

The proposed fee for Construction Phase Services is based on a 60-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement, and the Owner wants Garver to continue the applicable Construction Phase Services, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.

In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

4. EXTRA WORK

The following items are not included under this agreement but will be considered as extra work:

A. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
B. Submittals or deliverables in addition to those listed herein.
C. Design of any utility relocation.
D. Retaining walls or structural design.
E. Construction materials testing.
F. Environmental Handling and Documentation or other work related to environmentally or historically (culturally) significant items.
G. Services after construction, such as warranty follow-up, operations support.

Extra Work will be as directed by the Owner in writing for an addition fee as agreed upon by the Owner and Garver.

Exhibit B

Brownsville South Padre Island International Airport
BRO Terminal Improvements 2023 Task Order #03

FEE SUMMARY

Title I Service	Estimated Fees	
Design Development	$	45,000.00
Construction Documents	$	80,700.00
Subtotal for Title I Service	**$**	**125,700.00**

Title II Service	Estimated Fees	
Construction Administration	$	49,100.00
Subtotal for Title II Service	**$**	**49,100.00**

Total All Services	**$**	**174,800.00**

Exhibit B

Brownsville South Padre Island International Airport
BRO Terminal Improvements 2023 Task Order #03

Design Development

WORK TASK DESCRIPTION	E-6	E-4	E-3	E-1
	hr	hr	hr	hr
2. Mechanical, Plumbing, and Fire Protection Engineering				
Internal Kick-off Meeting	2		2	
Project Meetings		2	2	
Code Review			2	
Plan - Mechanical		2		4
Floor Plan - Plumbing		2		4
Details - Mechanical		3		1
Details - Plumbing		2		1
Fire Protection		2		
HVAC Load Calculations		3		2
HVAC Equipment Selections	2			1
Specifications	2			1
Coordination with Other Disciplines		2		2
Revisions based on QC Review	2			2
Internal QC	2			2
Subtotal - Mechanical, Plumbing, and Fire Protection Engineering	**10**	**18**	**6**	**20**
3. Building Electrical				
Internal Kick-off Meeting		2		
Project Meetings		2		1
Code Review		2		6
Floor Plan - Electrical		4		6
Site Electrical		4		5
One-Line		2		
Lighting Calculations		2		
Specifications		4		
Coordination with Other Disciplines		2		
Revisions based on QC Review	2	4		
Internal QC	2	4		
Subtotal - Building Electrical	**4**	**32**	**0**	**18**
Hours	**14**	**50**	**6**	**38**

SUBTOTAL - SALARIES:	**$26,276.00**
DIRECT NON-LABOR EXPENSES	
Document Printing/Reproduction/Assembly	$1,500.00
Postage/Freight/Courier	$99.00
Office Supplies/Equipment	$112.50
Computer Modeling/Software Use	$200.00
Travel Costs	$1,000.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$2,911.50**
SUBTOTAL:	**$29,187.50**
SUBCONSULTANTS FEE (Architect):	**$15,812.50**
TOTAL FEE:	**$45,000.00**

Exhibit B

Brownsville South Padre Island International Airport
BRO Terminal Improvements 2023 Task Order #03

Construction Documents

WORK TASK DESCRIPTION	E-6	E-4	E-3	E-1
	hr	hr	hr	hr
2. Mechanical, Plumbing, and Fire Protection Engineering				
Internal Design Kick-Off Meeting				
Project Meetings		2	2	
Code Review		1	2	
Plan - Mechanical		2		2
Floor Plan - Plumbing		2		2
Details - Mechanical		3		2
Details - Plumbing		4		2
Fire Protection		2		2
HVAC Load Calculations		2		2
HVAC Equipment Selections		2		1
Specifications	2	2		1
Coordination with Other Disciplines		2		
Revisions based on QC Review	2			2
Internal QC	2			2
Bid Documents	4			2
Pre Bid Meeting	6	6		
Response to Bidder questions		6	4	4
Bid Review and Recommendation	4	4		
Subtotal - Mechanical, Plumbing, and Fire Protection Engineering	**20**	**40**	**8**	**24**
3. Building Electrical				
Internal Design Kick-Off Meeting				
Project Meetings		2		1
Code Review		2		2
Floor Plan - Electrical		2		2
Site Electrical		2		2
One-Line		2		3
Lighting Calculations		2		
Specifications		2		2
Coordination with Other Disciplines		2		2
Revisions based on QC Review	2	2		3
Internal QC	2	2		3
Subtotal - Building Electrical	**4**	**20**	**0**	**20**
Hours	**24**	**60**	**8**	**44**

SUBTOTAL - SALARIES:	**$34,312.00**
DIRECT NON-LABOR EXPENSES	
Document Printing/Reproduction/Assembly	$1,500.00
Postage/Freight/Courier	$123.00
Office Supplies/Equipment	$112.50
Computer Modeling/Software Use	$240.00
Travel Costs	$1,000.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$2,975.50**
SUBTOTAL:	**$37,287.50**
SUBCONSULTANTS FEE (Architect):	**$43,412.50**
TOTAL FEE:	**$80,700.00**

Exhibit B

Brownsville South Padre Island International Airport
BRO Terminal Improvements 2023 Task Order #03

Construction Administration

	WORK TASK DESCRIPTION	E-6	E-4	E-3	E-1
		hr	hr	hr	hr
2.	**Mechanical, Plumbing, and Fire Protection Engineering**				
	Project Meetings	4	6	1	3
	Submittal Review		8		2
	Site Visit	8	8		
	Subtotal - Mechanical, Plumbing, and Fire Protection Engineering	**12**	**22**	**1**	**5**
3.	**Building Electrical**				
	Project Meetings		6	1	3
	Submittal Review		6		2
	Site Visit		16		
	Subtotal - Building Electrical	**0**	**28**	**1**	**5**
	Hours	**12**	**50**	**2**	**10**

SUBTOTAL - SALARIES:	**$20,074.00**
DIRECT NON-LABOR EXPENSES	
Document Printing/Reproduction/Assembly	$0.00
Postage/Freight/Courier	$40.00
Office Supplies/Equipment	$99.00
Computer Modeling/Software Use	$0.00
Travel Costs	$1,500.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$1,639.00**
SUBTOTAL:	**$21,713.00**
SUBCONSULTANTS FEE(Architect & RPR):	**$27,387.00**
TOTAL FEE:	**$49,100.00**

INDEPENDENT CONTRACTOR AGREEMENT
FOR A TERM CONTRACT FOR ARCIDTECT/ENGINEERING CONSULTING SERVICES FOR THE ON A PRE-APPROVED VENDOR LIST FOR THE CITY OF BROWNSVILLE: BROWNSVILLE SOUTH PADRE ISLAND INTERNATIONAL AIRPORT
RFQ PES-63-0523

This Agreement shall commence upon the approval of the City Commission and executed by the City of Brownsville's Mayor or designee. This agreement is between THE CITY OF BROWNSVILLE ("CITY") and. Garver, LLC., ("CONTRACTOR").

1. **Documents**

(a) The following documents (collectively, "Contract Documents") are hereby incorporated into and made part of this Agreement.

i. Scope of Services to be performed by Contractor and fee structure (Exhibit A)

ii. Term on Contract (Exhibit B)

iii. Required Contract Provisions (Exhibit C)

iv. Certificate of Insurance (Exhibit D)

2. **Scope of Services:** The Contractor shall perform the following services in a professional manner:

(a) Contractor shall perform all those services as necessary and as described in Exhibit A.

(b) Contractor will perform such services related to the Project in a professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and in accordance with the schedule, if any, set forth in the Contract Documents.

(c) By signing this Agreement, Contractor represents that it has thoroughly reviewed the Contract Documents incorporated into this Agreement by reference and that it accepts the description of the Project and the conditions under which the Project is to be performed and completed. Notwithstanding the foregoing, in no event is Contractor responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors not employed by Contractor, and nothing in this Agreement shall be construed or interpreted as requiring Contractor to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous materials.

3. **Independent Contractor; Personnel**

(a) Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor's employees or authorized subcontractors. Under no circumstances shall Contractor , or any of Contractor's employees, look to City as his/her employer, or as a partner, agent or principal. Neither Contractor , nor any of Contractor's employees, shall be entitled to any benefits accorded to City's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes related to its independent contractor status as described in this Section.

(b) Contractor represents and warrants to City that its employees performing work hereunder will have sufficient training, licensure (if applicable) and experience to accomplish the Services.

(c) Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Contract Documents. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without

City's written consent. In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non- performance and all of Contractor's subcontractors' acts and omissions.

4. **Term of Contract**

Contract will commence upon City Commission approval and shall expire three years from date of approval. The City of Brownsville reserves the unilateral right to extend the life of the contract for two (2) periods of one (1) year each thereafter: if mutually acceptable to the contractor and the City of Brownsville.

5. **Compensation.**

(a) Contractor agrees to provide the services as specified in the Contract Documents at the cost specified in Exhibit A. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services pursuant and related to this Agreement except as otherwise stated herein. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all services required by or which can be reasonably inferred from the Scope of Service.

(b) Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed. Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City. All invoices deemed acceptable shall be paid within 30 days of delivery date or invoice date, whichever is later.

6. **Insurance.**

(a) The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following insurance coverage is required. The commercial general liability insurance policy shall name the City of Brownsville, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

(b) The City of Brownsville shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by electronic mail, addressed to the Procurement Services Division.

(c) The Contractor's insurance must be provided by an AM. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable and shall be considered breach of contract.

1. <u>Workers' Compensation and Employers'' Liability Insurance</u>

Limits Consistent with Texas Worker's Compensation Act (Section 401):

1. $100,000 bodily injury each accident
2. $500,000 bodily injury by disease policy limit
3. $100,000 Bodily injury by disease each employee

Any firm performing work for or on behalf of the City of Brownsville must provide Workers' Compensation insurance.

ii. <u>Commercial General Liability Insurance</u>

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage $1,000,000.

This coverage must include, but not limited to:

1. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
2. Coverage for Premises/Operations
3. Products/Completed Operations
4. Broad Form Contractual Liability
5. Independent Contractors

iii. Professional Liability Insurance

Professional Liability Insurance in the amount of$2,000,000.00 per claim. This coverage will be adjusted, via an amendment executed by both parties, to reflect the scope of work for each project.

iv. Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	$250,000 each person,
	$500,000 each occurrence
Property damage	$100,000 each occurrence

7. **Termination.**

(a) *Termination for Cause.* The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement

(b) *Termination for Convenience.* The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's reasonable satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

(c) *Cancellation for Non-appropriated Funds.* The City reserves the right, in its best interest as determined by the City, to cancel this contract for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

(d) *Force Majeure.* The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion,

malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

i. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;

iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

iv. The non-performing party uses its best efforts to remedy its inability to perform.

v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

8. **Materiality and Waiver of Breach.**

(a) City and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9. **Indemnification by Contractor.**

CONTRACTOR AGREES TO INDEMINIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL THIRD-PARTY CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR ALL TANGIBLE PROPERTY DAMAGE OR BODILY

HARM (INCLUDING DEATH) FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, ONLY TO THE EXTENT CAUSED BY OR RESULTING FROM ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB- SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE CONTRACTOR'S LIABILITY TO INDEMINIFY THE CITY SHALL BE REDUCED PROPORTIONALLY TO THE EXTENT THAT A NEGLIGENT OR INTENTIONALLY WRONG ACT OR OMISSION OF THE CONTRACTORCONTRIBUTED TO THE LOSS, COST, DAMAGE, DEATH OR INJURY. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR SHALL REIMBURSE CTIY'SDEFENSE COSTS TO THE EXTENT SUCH CLAIM IS CAUSED BY CONTRACTOR.

10. Miscellaneous Provisions.

(a) *Successors and Assigns.* All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

(b) *Choice of Law.* The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

(c) *No Waiver of Governmental Immunity.* NOTHING IN THIS SECTION SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

(d) *Assignment.* Contractor shall not assign any of Contractor's rights under this Agreement, or delegate the performance of any of Contractor's duties hereunder, without the prior written consent of the City.

(e) *Modification or Amendment.* No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

(f) *Venue.* This Agreement and any and all matters arising directly or indirectly herefrom shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, with the Federal and State Courts of Cameron County, Texas having jurisdiction. (b) If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential. The prevailing party shall be entitled to recover its attorneys' fees, costs, and expenses.

Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor: Garver, LLC.
1906 East Tyler Ave. Suite G
Harlingen, Texas 78550

If to City: City of Brownsville
1001 East Elizabeth St.
Brownsville, TX, 78520

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

(g) *Entire Understanding.* This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

(h) *Unenforceability of Provisions.* If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

(i) *Risk Allocation.* **NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER PARTY (INCLUDING ITS SUBCONSULTANTS, AGENTS, ASSIGNEES, AFFILIATES AND VENDORS) SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY KIND REGARDLESS OF THE CAUSE OR ACTION (INCLUDING NEGLIGENCE OF ANY KIND OR CHARACTER INCLUDING GROSS NEGLIGENCE); AND CITY HEREBY AGREES THAT CONTRACTOR'S AND ITS PERSONNEL'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF CONTRACTOR'S COLLECTABLE INSURANCE PROCEEDS UP TO THE LIMITS EXPRESSLY SET FORTH IN SECTION 6.**

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

CITY OF BROWNSVILLE

Signature: _____

Print Name: John Cowen

Title: Mayor

Date: 9/12/23

CONTRACTOR

Signature: Frank McIllwain

Print Name: Frank McIllwain

Title: Director of Aviation

Date: August 10, 2023

"Approved as to Form and Legality
This 9th day of August 2023
Title First Asst CA
Office of the Brownsville City Attorney"

SCOPE OF SERVICES:

The selected consultant may be requested to provide professional services on any or all of the following projects. These projects currently appear in the capital improvement program, which is updated periodically.

The agreement sought by this solicitation is for a comprehensive consulting firm in connection with engineering, planning, design and construction of airport development projects. **The successful Proposer must have extensive knowledge in FAA regulations, FAA design criteria, construction management, and pavement design. In addition, the successful Proposer must have experience with the FAA's approval process.** The following services relating to this program, may include, but are not limited to:

Additional projects not identified herein may also require services of the selected consultant.

A. Airport-wide upgrade and integration of security facilities, devices and technologies, and associated modifications to existing facilities to accommodate or enhance security, including terminal area roadway, parking and blast protection improvements,
B. Taxiway improvements;
C. Terminal, cargo and G.A. Ramp expansion and rehabilitation,
D. Drainage improvements;
E. Terminal improvements;
F. Extend Runway 13R-31L;
G. Access road improvements and Perimeter Fence Improvements;
H. Assist with the submission of the ACIP;
I. Update ALP;
J. Construction Management and Construction Phase Services for the terminal development project, and additional construction projects;
K. RWY Rehabilitation Projects;
L. Design and Construction of RWY Extension Projects; and
M. Independent Fee Analysis.

SECTION 3. ARCHITECT /ENGINEER SERVICES

The basic services required for any given project are expected to include any or all of the following services by project phase:

A. Preliminary Phase - activities required for defining the scope of a project and establishing preliminary requirements, which include:
   1) Conferring with the sponsor on project requirements, finances, schedules, early phases of the project, and other pertinent matters and meeting with FAA and other concerned agencies and parties on matters affecting the project.
   2) Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for preliminary design considerations.
   3) Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates.

B. Design Phase - all activities required to undertake and accomplish a full and complete project design, including:

1) Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
2) Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and architectural, engineering, and special environmental studies.
3) Preparing necessary engineering reports and recommendations.
4) Preparing detailed plans, specifications, and cost estimates.
5) Printing and providing necessary copies of engineering drawings and contract specifications.

C. Bidding/Negotiation Phase - assisting the sponsor in advertising and securing bids, negotiating for services, analyzing bid results including contractor compliance with Disadvantaged Business Enterprise goals, furnishing recommendations on the award of contracts, preparing contract documents.

D. Construction Phase - includes all basic services rendered after the award of a construction contract, including (but not limited to) the following activities:

1) Providing consultation and advice to the sponsor during all phases of construction.
2) Representing the sponsor at preconstruction conferences.
3) Inspecting work in progress periodically and providing appropriate reports to the sponsor.
4) Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept.
5) Reviewing, analyzing, and approving laboratory and mill test reports of materials and equipment.
6) Preparing and negotiating change orders and supplemental agreements.
7) Observing or reviewing performance tests required by specifications.
8) Determining amounts owed to contractors and assisting sponsors in the preparation of payment requests for amounts reimbursable from grant projects, and in determining Disadvantaged Business Enterprise performance/goal achievement.
9) Making final inspection and submitting a report of the completed project to the sponsor.

E. Special Services - services outside the traditional scope of professional architect/ engineer consulting services which may be needed for a given project. Such services might be performed "in-house" or contracted out under a subcontract agreement. These might include, but not be limited to the following:

1) Soils investigations, including core sampling, laboratory tests, related analyses, and reports.
2) Detailed mill, shop, and/or laboratory inspections of materials and equipment. Review and approve construction submittals.
3) Land surveys and topographic maps.

4) Field and/or construction surveys.
5) Photogrammetry surveys.
6) Onsite construction inspection and/or management involving the services of a full- time resident engineer(s), inspector(s), or manager(s) during the construction or installation phase of a project. Provide consultation and advice the airport during all phases of construction
    A. Representing the airport at pre-construction conferences.
    B. Reviewing, analyzing, and approving laboratory and mill test reports of material and equipment.
    C. Preparing and negotiating change orders and supplemental agreements.
    D. Observing or reviewing performance tests required by specifications.
    E. Determining amounts owed to the contractors and assisting the airport in the preparation of payment requests for amounts reimbursable from grant projects.
    F. Make final inspection and submitting a report of the completed project to the airport. Documentation for Grant clos-out.

7) Special environmental studies and analyses.
8) Expert witness testimony in litigation involving specific projects.
9) Project feasibility studies.
10) Public information and community involvement surveys, studies, and activities.
11) Preparation of as-constructed plans.
12) Assisting the sponsor in the preparation of necessary applications for local, State, and Federal grants.
13) Preparation of or updating the airport layout plan, and ALP review of specific project consistency
14) Preparation of property maps.

Exhibit B
Brownsville South Padre Island International Airport
Rate Schedule
Garver Hourly Rate Schedule May 2023

Classification	Rates
Engineers / Architects	
E-1	$ 161.00
E-2	$ 189.00
E-3	$ 225.00
E-4	$ 265.00
E-5	$ 322.00
E-6	$ 397.00
E-7	$ 444.00
Planners	
P-1	$ 194.00
P-2	$ 230.00
P-3	$ 261.00
Designers	
0-1	$ 145.00
D-2	$ 164.00
D-3	$ 194.00
D-4	$ 227.00
Technicians	
T-1	$ 126.00
T-2	$ 170.00
T-3	$ 184.00
Surveyors	
S-1	$ 78.00
S-2	$ 93.00
S-3	$ 128.00
S-4	$ 175.00
S-5	$ 230.00
S-6	$ 268.00
2-Man Crew (Survey)	$ 291.00
3-Man Crew (Survey)	$ 351.00
2-Man Crew (GPS Survey)	$ 344.00
3-Man Crew (GPS Survey)	$ 403.00
Construction Observation	
C-1	$ 137.00
C-2	$ 174.00
C-3	$ 207.00
C-4	$ 268.00

Classification	Rates
Resource Specialists	
RS-1	$ 96.00
RS-2	$ 133.00
RS-3	$ 188.00
RS-4	$ 246.00
RS-5	$ 308.00
RS-6	$ 379.00
RS-7	$ 431.00
Environmental Specialists	
ES-1	$ 96.00
ES-2	$ 127.00
ES-3	$ 154.00
ES-4	$ 191.00
ES-5	$ 240.00
ES-6	$ 293.00
ES-7	$ 376.00
ES-8	$ 425.00
Project Controls	
PC-1	$ 99.00
PC-2	$ 136.00
PC-3	$ 173.00
PC-4	$ 222.00
PC-5	$ 271.00
PC-6	$ 333.00
PC-7	$ 428.00
Administration / Management	
AM-1	$ 94.00
AM-2	$ 120.00
AM-3	$ 189.00
AM-4	$ 225.00
AM-5	$ 236.00
AM-6	$ 280.00
AM-7	$ 301.00
M-1	$ 444.00

Exhibit B

Contract will commence upon City Commission approval and shall expire three years from date of approval. The City of Brownsville reserves the unilateral right to extend the life of the contract for two (2) periods of one (1) year each thereafter: if mutually acceptable to the contractor and the City of Brownsville.

End of Exhibit B

Compliance Requirements

FAA Advisory Circular No. 150/5100-14E Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects dated September 25, 2015. Applicable Federal provisions include, but may not be limited to:

- AC 150/5100-14E -Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects (faa.gov)
- Title VI of the Civil Rights Act of 1964; https://www.justice.gov/crt/fcs/TitleVI-Overview
- Section 520 of the Airport and Airway Improvement Act of 1982;
- eCFR :: 48 CFR Part 31 -- Contract Cost Principles and Procedures (FAR Part *m*
- eCFR :: 49 CFR Part 10 -- Maintenance of and Access to Records Pertaining to Individuals
- eCFR :: 49 CFR Part 20 -- New Restrictions on Lobbying
- eCFR :: 49 CFR Part 26 -- Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs
- 49 CFR 29 - GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT) - Content Details - CFR-2006-title49-vol1-part29 (govinfo.gov); and
- 49 CFR Part 30 - Federal Trade Restriction Clause.

End of Exhibit C

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
617/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS **CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Stephens Insurance, LLC 111 Center Street, Suite 100 Little Rock, AR 72201	PHONE (A/C No Ext): 1-800-643-9691	FAX (A/C No): 501-377-2317
	E-MAIL ADDRESS:	
www.stephensinsurance.com	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Charter Oak Fire Insurance Company (A++XV)	25615
INSURED Garver LLC 4701 Northshore Drive North Little Rock AR 72118	INSURERS: Travelers Property Casualty Co of America (A++XV)	25674
	INSURERC: Travelers Indemnity Co of America (A++XV)	25666
	INSURERD: Starr Surplus Lines Insurance Company (A XV)	13604
	INSURER E: Tokio Marine Specialty Insurance Company (A++XV)	23850
	INSURER F: Underwriter at Lloyd's (NAIC# M-1122000	<<

COVERAGES **CERTIFICATE NUMBER:** 74747259 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT. TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIALGENERAL LIABILITY CLAIMS-MADE [2] OCCUR			P-630-1G052988-COF-22	7/1/2022	7/1/2023	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT A P P L I E S PER: POLICY [Z] PJERCOT- LOG OTHER: -0- Deductible						GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			810-1N886537-22-43-G	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							.BODILY INJURY (Per accident)	$
							ROPERTY DAMAGE Per accident)	$
								$
B	UMBRELLA LIAS EXCESS LIAS OCCUR CLAIMS-MADE			CUP-6J09853A-22-43	7/1/2022	7/1/2023	EACH OCCURRENCE	$10,000,000
							AGGREGATE	s 10,000,000
	DED RETENTION s10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) 0 Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-7K425966-22-43-G	7/1/2022	7/1/2023	PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1 000 000
							E.L. DISEASE- POLICY LIMIT	$1,000,000
D	Professional Liability- Claims Made Including Pollution Liability			1000634123221 Full Prior Acts applies.	7/1/2022	7/1/2023	Each Claim Aggregate	$5,000,000 $5,000,000
E	Contractor's Pollution Liability			PPK2427376	7/1/2022	7/1/2023	Occurrence & Aggregate	$2,000,000
F	Maritime Employer's Liability			PSR083616	7/1/2022	7/1/2023	Combined Single Limit	$1,000,000

DESCRIPTION OF OPERATIONS/ LOCATIONS /VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached
RE: APES-63-0523 / Garver Project: 23A12901

End of Exhibit D

CERTIFICATE HOLDER

APES-63-0523 / Garver Project: 23A12901

C of Brownsville
0 ice of Procurement Services
City Hall
10 1 E. Elizabeth St, 1st Fl, Ste 101
Brownsville TX 78520

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE **EXPIRATION** DATE THEREOF; NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

/4

Ted Grace

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To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Doro Garcia, Public Works/Engineer Director
Date:	Tuesday, December 12, 2023
Agenda #:	Consideration and **ACTION** to award a term contract to G&T Paving, LLC for Stagecoach Trail Paving & Drainage Improvements Project, in the amount of $1,456,135.16, #011-24-EPW-IFB (Engineering & Public Works Department)

Summary:
The City of Brownsville Purchasing Department received a total of three (3) bids for the Stagecoach Trail Paving and Drainage Improvements on November 9, 2023. The bids received were from G&T Paving, LLC., Jimmy Closner & Sons Construction Co. Inc., and NM Contracting, LLC. After the Bids and Bidders were evaluated by KCI Engineers, they recommended that the City of Brownsville award the construction project to G&T Paving, LLC for a base bid price of $1,332,375.77 plus Alternate #2 of $123,759.39 for a total of $1,456,135.16.

Project Scope and Analysis:
This project consists of street and drainage improvements of Stagecoach Trail from Morrison Road to Alton Gloor Blvd. (2,250 ft.). The improvements include approximately 10,036 square yards of asphalt pavement, 4,836 linear feet of curb and gutter, 11,072 square feet of sidewalk. This reconstruction project is within Electoral District 3. The construction time for this project is estimated to be one hundred and twenty (120) working days from the insurance of the Notice to Proceed.

Funding:

Source: 808-8200-9129-45
809-8200-9129-45

Amount: $576,197.82
$879,937.34

Local Contribution if Applicable:

Recommendation:

The City of Brownsville Engineering & Public Works Department recommends the approval to award a term contract for the Stagecoach Trails Paving & Drainage Improvement Project to G&T Paving, LLC.

Commission Pillar:
Infrastructure Pillar

Attachments:
1. Stage Coach Bid Tab 11.15.23
2. KCI Letter of Recommendation 12.01.23
3. Procurement Analysis 011-24-EPW-IFB G &T Paving (002)
4. Contract Agreement 011-24-EPW-IFB Stagecoach Trail Paving & Drainage Improvements G_5943_FINAL, FINAL (2)
5. PowerPoint Presentation Agenda Item Stagecoach Trail

BID TAB

City of Brownsville - 2023 Street CIP Improvements

Project # CIP - 06

BID ITEM		ITEM	Quantity Totals	Units	EOCC		G&T PAVING, LLC		JIMMY CLOSNER & SONS		NM CONTRACTING	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1		REMOVING CONC (RIPRAP)	1.00	EA	$246.00	$246.00	$400.00	$400.00	$2,200.00	$2,200.00	$8,415.00	$8,415.00
2		REMOVING CONC (DRIVEWAYS)	3366.00	SF	$6.50	$21,879.00	$5.50	$18,513.00	$4.50	$15,147.00	$1.68	$5,664.98
3		REMOVING CONC (CURB AND GUTTER)	714.00	LF	$2.00	$1,428.00	$7.00	$4,998.00	$8.00	$5,712.00	$8.98	$6,408.86
4		REMOVING CONC (SIDEWALK OR RAMP)	1062.00	SF	$3.00	$3,186.00	$4.00	$4,248.00	$6.00	$6,372.00	$1.12	$11,991.56
5		REMOVING STAB BASE & ASPH PAV (8"-10")	8880.00	SY	$8.45	$75,036.00	$7.50	$66,600.00	$12.00	$106,560.00	$6.73	$59,780.16
6		9 IN LIMESTONE	9825.00	SY	$30.00	$294,750.00	$27.50	$270,187.50	$39.60	$389,070.00	$39.29	$386,048.22
7		LIME 3% (HYD, COM OR QK)(SLURRY)	229.47	TON	$750.00	$172,102.50	$375.00	$86,051.25	$330.00	$75,725.10	$448.80	$102,986.14
8		LIME TRT (SUBGRADE)(11")	11473.00	SY	$6.50	$74,574.50	$6.00	$68,838.00	$10.00	$114,730.00	$7.85	$90,108.94
9		PRIME COAT (MC-30)	1965.00	GAL	$6.00	$11,790.00	$5.00	$9,825.00	$6.00	$11,790.00	$8.98	$17,637.84
10		TRENCH EXCAVATION PROTECTION	1871.00	LF	$3.00	$5,613.00	$1.50	$2,806.50	$5.00	$9,355.00	$6.73	$12,595.57
11		RIPRAP (CONC)(4 IN)	1369.00	SF	$6.50	$8,898.50	$3.99	$5,462.31	$12.00	$16,428.00	$10.66	$14,592.17
12		RC PIPE (CL III)(12 IN)(RUBBER GASKET)	48.00	LF	$70.00	$3,360.00	$36.00	$1,728.00	$125.00	$6,000.00	$71.81	$3,446.78
13		RC PIPE (CL III)(18 IN)(RUBBER GASKET)	465.00	LF	$75.00	$34,875.00	$48.00	$22,320.00	$135.00	$62,775.00	$78.54	$36,521.10
14		RC PIPE (CL III)(24 IN)(RUBBER GASKET)	938.00	LF	$85.00	$79,730.00	$55.00	$51,590.00	$150.00	$140,700.00	$98.74	$92,614.37
15		RC PIPE (CL III)(30 IN)(RUBBER GASKET)	468.00	LF	$150.00	$70,200.00	$74.00	$34,632.00	$185.00	$86,580.00	$151.47	$70,887.96
16		RC PIPE (CL IV)(18 IN)(SPL)(RUBBER GASKET)	285.00	LF	$55.00	$15,675.00	$54.00	$15,390.00	$150.00	$42,750.00	$97.61	$27,819.99
17		MANHOLE	1.00	EA	$8,800.00	$8,800.00	$3,400.00	$3,400.00	$10,000.00	$10,000.00	$7,293.00	$7,293.00
18		CURB INLET	11.00	EA	$3,750.00	$41,250.00	$3,200.00	$35,200.00	$7,000.00	$77,000.00	$6,171.00	$67,881.00
19		GRATE INLET	2.00	EA	$3,750.00	$7,500.00	$4,500.00	$9,000.00	$8,000.00	$16,000.00	$6,171.00	$12,342.00
20		SET (12 IN) (RCP) (4:1) (P)	4.00	EA	$1,400.00	$5,600.00	$2,500.00	$10,000.00	$2,200.00	$8,800.00	$1,402.50	$5,610.00
21		REMOV STR (SET)	6.00	EA	$551.00	$3,306.00	$250.00	$1,500.00	$800.00	$4,800.00	$561.00	$3,366.00
22		REMOV STR (HEADWALL)	2.00	EA	$1,042.50	$2,085.00	$500.00	$1,000.00	$1,000.00	$2,000.00	$841.00	$1,682.00
23		REMOV STR (PIPE)	287.00	LF	$20.00	$5,740.00	$12.00	$3,444.00	$30.00	$8,610.00	$15.71	$4,508.20
24		BARRICADES, SIGNS AND TRAFFIC HANDLING	1.00	LS	$29,100.00	$29,100.00	$35,000.00	$35,000.00	$45,000.00	$45,000.00	$38,428.50	$38,428.50
25		CONCRETE STAND UP CURB (MEDIAN AT MORRISON RD)	360.00	LF	$31.00	$11,160.00	$25.00	$9,000.00	$25.00	$9,000.00	$15.71	$5,654.88
26		CONCRETE CURB & GUTTER	4836.00	LF	$18.19	$87,966.84	$18.00	$87,048.00	$27.00	$130,572.00	$15.71	$75,963.89
27		5' CONCRETE VALLEY GUTTER	2564.00	SF	$5.15	$13,204.60	$6.00	$15,384.00	$12.00	$30,768.00	$6.73	$17,260.85
28		DRIVEWAYS (CONC)	3087.00	SF	$4.00	$12,348.00	$6.99	$21,578.13	$14.00	$43,218.00	$9.54	$29,440.72
29		DRIVEWAYS (ACP)	351.00	SF	$5.20	$1,825.20	$5.99	$2,102.49	$6.50	$2,281.50	$24.12	$8,467.17
30	**ALT #1**	ALTERNATE 5' CONCRETE SIDEWALK (4 IN)	11072.00	SF	$6.50	$71,968.00	$4.99	$55,249.28	$10.00	$110,720.00	$6.73	$74,536.70
31	**ALT #2**	ALTERNATE 10' CONCRETE SIDEWALK (4 IN)	20661.00	SF	$6.50	$134,296.50	$5.99	$123,759.39	$10.00	$206,610.00	$6.73	$139,089.85
32		CONCRETE APRON (8 IN) #5 @ 12IN O.C.	3401.00	SF	$5.50	$18,705.50	$8.99	$30,574.99	$16.00	$54,416.00	$10.10	$34,343.30

33		CURB RAMPS	9.00	EA	$875.00	$7,875.00	$1,250.00	$11,250.00	$2,600.00	$23,400.00	$1,402.50	$12,622.50
34		SIDEWALK FLUME	2.00	EA	$2,000.00	$4,000.00	$2,900.00	$5,800.00	$2,700.00	$5,400.00	$2,019.60	$4,039.20
35		CONDUIT (PVC)(SCH 40)(1 IN)	50.00	LF	$16.50	$825.00	$80.00	$4,000.00	$35.00	$1,750.00	$26.93	$1,346.40
36		CONDUIT (PVC)(SCH 40)(2 IN)	20.00	LF	$17.00	$340.00	$80.00	$1,600.00	$40.00	$800.00	$33.66	$673.20
37		ELECTRICAL CONDUCTOR (No. 8) BARE	30.00	LF	$2.00	$60.00	$80.00	$2,400.00	$15.00	$450.00	$2.58	$77.42
38		GROUND BOX TY A (122311)W/APRON	1.00	EA	$1,200.00	$1,200.00	$10,250.00	$10,250.00	$1,700.00	$1,700.00	$1,234.20	$1,234.20
39		TRAFFIC SIGNAL CABLE (TY A)(12 AWG)(5 CONDR)	50.00	LF	$3.00	$150.00	$125.00	$6,250.00	$15.00	$750.00	$2.92	$145.86
40		VEHICLE LOOP DETECTOR (SAWCUT)(14 AWG)(BLK)	110.00	LF	$5.00	$550.00	$85.00	$9,350.00	$25.00	$2,750.00	$13.46	$1,481.01
41		REMOVE GROUND BOX	1.00	EA	$270.00	$270.00	$2,500.00	$2,500.00	$600.00	$600.00	$415.14	$415.14
42		RELOCATE SM RD SN SUP&AM TY S80	10.00	EA	$734.64	$7,346.40	$1,650.00	$16,500.00	$750.00	$7,500.00	$1,130.55	$11,305.50
43		REMOVE SM RD SN SUP&AM	2.00	EA	$122.63	$245.26	$800.00	$1,600.00	$400.00	$800.00	$420.75	$841.50
44	**ALT #3**	ALTERNATE REFL PAV MRK TY I (W)8"(SLD)(100MIL)	355.00	LF	$1.05	$372.75	$2.75	$976.25	$3.60	$1,278.00	$3.37	$1,194.93
45		ALTERNATE REFL PAV MRK TY I (W)4"(BRK)(100MIL)	104.00	LF	$1.05	$109.20	$2.75	$286.00	$3.50	$364.00	$1.12	$116.69
46		ALTERNATE REFL PAV MRK TY I (Y) (MED NOSE)(100MIL)	2.00	EA	$24.00	$48.00	$650.00	$1,300.00	$715.00	$1,430.00	$1,767.15	$3,534.30
47		ALTERNATE RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	120.00	LF	$0.61	$73.20	$2.75	$330.00	$2.00	$240.00	$1.12	$134.64
48		ALTERNATE RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	1113.00	LF	$0.55	$612.15	$2.75	$3,060.75	$2.00	$2,226.00	$1.12	$1,248.79
49		ALTERNATE RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL)	30.00	LF	$0.59	$17.70	$2.75	$82.50	$2.00	$60.00	$1.12	$33.66
50		ALTERNATE RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	5584.00	LF	$0.58	$3,238.72	$2.75	$15,356.00	$2.00	$11,168.00	$1.12	$6,265.25
51		ALTERNATE REF PROF PAV MRK TY I (Y)6"(SLD)(100MIL)	675.00	LF	$0.75	$506.25	$2.75	$1,856.25	$4.00	$2,700.00	$2.24	$1,514.70
52		ALTERNATE PREFAB PAV MRK TY C (W) (24") (SLD)	911.00	LF	$15.78	$14,375.58	$20.00	$18,220.00	$25.00	$22,775.00	$22.44	$20,442.84
53		ALTERNATE PREFAB PAV MRK TY C (W) (ARROW)	13.00	EA	$241.00	$3,133.00	$350.00	$4,550.00	$390.00	$5,070.00	$392.70	$5,105.10
54		ALTERNATE PREFAB PAV MRK TY C (W) (WORD)	9.00	EA	$300.90	$2,708.10	$480.00	$4,320.00	$550.00	$4,950.00	$538.56	$4,847.04
55		ALTERNATE REFL PAV MRKR TY I-C	39.00	EA	$5.00	$195.00	$10.50	$409.50	$12.00	$468.00	$11.22	$437.58
56		ALTERNATE REFL PAV MRKR TY II-A-A	173.00	EA	$5.18	$896.14	$10.50	$1,816.50	$12.00	$2,076.00	$11.22	$1,941.06
57		RELOCATE RED POLE ASSEMBLY	1.00	EA	$3,804.00	$3,804.00	$1,250.00	$1,250.00	$2,000.00	$2,000.00	$1,570.80	$1,570.80
58		D-GR HMA TY-D PG76-22 (3")	10036.00	SY	$22.00	$220,792.00	$27.00	$270,972.00	$41.50	$416,494.00	$29.73	$298,400.39
59		GEOGRID BASE REINFORCEMENT (TY II)	10374.00	SY	$5.00	$51,870.00	$4.90	$50,832.60	$7.00	$72,618.00	$8.42	$87,297.21
60		STORM WATER POLLUTION PREVENTION PLAN	1.00	LS	$44,224.26	$44,224.26	$10,000.00	$10,000.00	$12,000.00	$12,000.00	$46,563.00	$46,563.00
61	**ALT #4**	ALTERNATE DISPOSAL OF REMOVED ITEMS @ COB LANDFILL	1.00	LS	$30,000.00	$30,000.00	$79,861.20	$79,861.20	$60,000.00	$60,000.00	$3,141.60	$3,141.60
62	**ALT #5**	ALTERNATE LIME TRT (SUBGRADE)(8 IN)	11473.00	SY	$6.00	$68,838.00	$5.00	$57,365.00	$8.00	$91,784.00	$1.12	$12,872.71
PROJECT TOTALS						**$1,796,874.85**		**$1,701,174.39**		**$2,607,290.60**		**$2,004,231.92**

BASE BID	**$1,465,486.56**	**$1,332,375.77**	**$2,083,371.60**	**$1,716,975.51**
ALTERNATE 1	**$71,968.00**	**$55,249.28**	**$110,720.00**	**$74,536.70**
ALTERNATE 2	**$134,296.50**	**$123,759.39**	**$206,610.00**	**$139,089.85**
ALTERNATE 3	**$26,285.79**	**$52,563.75**	**$54,805.00**	**$46,816.57**
ALTERNATE 4	**$30,000.00**	**$79,861.20**	**$60,000.00**	**$3,141.60**
ALTERNATE 5	**$68,838.00**	**$57,365.00**	**$91,784.00**	**$12,872.71**

Note:
Error in the Submitted Bid Schedule. Base Bid and Alternates #1 thru #5 are contractor's submitted bids.

KCI
ISO 9001:2015 CERTIFIED
ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS
2610 North Shary Road • Mission, Texas 78574 • Phone 956-271-6688

December 1, 2023

Mrs. Ramirez
City Manager
1001 E. Elizabeth Street
Brownsville, TX 78520

Re: Stagecoach Trail Paving & Drainage Improvements – CIP-06
Award Recommendation

Dear Mrs. Ramirez:

Enclosed you will find the bid tabulation table for the above referenced project. The project received three bids from: G&T Paving, LLC, Jimmy Closner & Sons Construction Company, Inc., and NM Contracting, LLC. The total base bids ranged from a low of $1,332,375.77 from G&T Paving, LLC to a high of $2,083,371.60 from Jimmy Closner & Sons Construction Company, Inc. The engineer's estimate for the project was $1,465,486.56.

After evaluating the Bids and Bidders, we recommend that the City of Brownsville award the construction project to G&T Paving, LLC for a base bid price of $1,332,375.77 plus Alternate #2 of $123,759.39 for a total of $1,456,135.16.

Prior to executing the construction contract to the recommended contractor, the City of Brownsville will need to verify the provided insurance and bonding meet the contract conditions.

If you have any questions or comments, please do not hesitate to contact us.

Sincerely,

Oscar Arturo Garza, P.E.

Oscar A. Garza, P.E.
Project Manager

PROCUREMENT SERVICES
PROCUREMENT ANALYSIS

Date: Tuesday, November 28, 2023
To: Mr. John Cowen Jr., City Mayor
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Procurement and Contract Manager
Mr. Doro Garcia, Engineering & Public Works Director

Subject: Agenda Item for the City Commission meeting of Tuesday, December 12, 2023 "Consideration and Action for a term contract for Stagecoach Trail Paving and Drainage Improvements with G & T Paving of Brownsville, TX. 011-24-EPW-IFB

Background:

At the request of Mr. Doro Garcia, the Procurement Division solicited a IFB for the procurement of: Stagecoach Trail Paving and Drainage Improvements

Project Summary:

Project milestones were accomplished as follows:

- The legal advertisements appeared in The Brownsville Herald two times: on October 7, 2023 & October 14, 2023 and were posted on the City's electronic bidding platform. There was three (3) addendums issued during the process.
- Bids/proposals were received on November 9, 2023 at 2:00 PM
- A total of three (3) submittals were received. Submittals were acknowledged by the Procurement Services staff. Submitting vendors were:
    1. G & T Paving, LLC.
    2. Jimmy Closner & Sons Construction Co. Inc.
    3. NM Contracting, LLC.

Procurement Summary: G & T Paving, LLCl s eligible under this procurement for Stagecoach Trail Paving & Drainage Improvements in the amount of $1,465,135.16 **(Exhibit A)**

BID SCHEDULE

RECONSTRUCTION OF STREET PAVING AND UTILITY IMPROVEMENTS ON STAGE COACH TRAIL, IN THE CITY OF BROWNSVILLE, TEXAS

BID# CIP-06

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
PAVING AND DRAINAGE IMPROVEMENTS					
BASE BID LINE ITEMS 1-29, 32-43, 57-60					
1.	Removing Concrete (Riprap) for Four hundred Dollars and no Cents/EA	1	EA	$ 400.00	$ 400.00
2.	Removing Concrete (Driveways) for Five Dollars and fifty Cents/SF	3,366	SF	$ 5.50	$ 18,513.00
3.	Removing Concrete (Curb and Gutter) for Seven Dollars and no Cents/LF	714	LF	$ 7.00	$ 4,998.00
4.	Removing Concrete (Sidewalk or Ramp) for Four Dollars and no Cents/SF	1,062	SF	$ 4.00	$ 4,248.00
5.	Removing Stabilized Base & Asphalt Pavement (8"-10") for Seven Dollars and fifty Cents/SY	8,880	SY	$ 7.50	$ 66,600.00
6.	9" Limestone for Twenty-seven Dollars and fifty Cents/SY	9,825	SY	$ 27.50 ab	$ 270,187.50 ab
7.	Lime (3%)(HYD, COM or QK)(Slurry) for Three hundred seventy five Dollars and no Cents/TON	229.47	TON	$ 375.00	$ 86,051.25
8.	Lime Trt (Subgrade)(11") for Six Dollars and no Cents/SY	11,473	SY	$ 6.00	$ 68,838.00
9.	Prime Coat (MC-30) for Five Dollars and no Cents/GAL	1,965	GAL	$ 5.00	$ 9,825.00

NOTE:
The cost of excavation and removal and disposal of all existing obstructions, pavement, subgrade, curb and gutter, driveways, sidewalks, sidewalk ramps and storm sewer and inlets shall be included in the various related bid items of the contract.

RECONSTRUCTION OF STREET PAVING AND UTILITY IMPROVEMENTS ON STAGE COACH TRAIL, IN THE CITY OF BROWNSVILLE, TEXAS
BID# CIP-06
BID SCHEDULE continued

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
PAVING AND DRAINAGE IMPROVEMENTS continued					
10.	Trench Excavation Protection for One Dollars and fifty Cents/LF	1,871	LF	$ 1.50	$ 2806.50
11.	Riprap (Concrete)(4") for Three Dollars and ninety-nine Cents/SF	1,369	SF	$ 3.99	$ 5462.31
12.	RC Pipe (CL III)(12")(Rubber Gasket) for Thirty-six Dollars and no Cents/LF	48	LF	$ 36.00	$ 1,728.00
13.	RC Pipe (CL III)(18")(Rubber Gasket) for Forty-eight Dollars and no Cents/LF	465	LF	$ 48.00	$ 22,320.00
14.	RC Pipe (CL III)(24")(Rubber Gasket) for Fifty-five Dollars and no Cents/LF	938	LF	$ 55.00	$ 51,590.00
15.	RC Pipe (CL III)(30")(Rubber Gasket) for Seventy four Dollars and no Cents/LF	468	LF	$ 74.00	$ 34,632.00
16.	RC Pipe (CL IV)(18")(SPL)(Rubber Gasket) for Fifty-four Dollars and no Cents/LF	285	LF	$ 54.00	$ 15,390.00
17.	Manhole for Thirty-four hundred Dollars and no Cents/EA	1	EA	$ 3400.00	$ 3,400.00
18.	Curb Inlet for Thirty-two hundred Dollars and no Cents/EA	11	EA	$ 3200.00	$ 35,200.00

NOTE:
The cost of excavation and removal and disposal of all existing obstructions, pavement, subgrade, curb and gutter, driveways, sidewalks, sidewalk ramps and storm sewer and inlets shall be included in the various related bid items of the contract.

RECONSTRUCTION OF STREET PAVING AND UTILITY IMPROVEMENTS ON STAGE COACH TRAIL, IN THE CITY OF BROWNSVILLE, TEXAS
BID# CIP-06
BID SCHEDULE continued

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
PAVING AND DRAINAGE IMPROVEMENTS continued					
19.	Grate Inlet for Forty-five hundred Dollars and no Cents/EA	2	EA	$ 4500.00	$ 9,000.00
20.	Safety End Treatment (12")(RCP)(4:1)(P) for Twenty-five hundred Dollars and no Cents/EA	4	EA	$ 2,500.00	$ 10,000.00
21.	Remove Structure (Safety End Treatment) for Two hundred fifty Dollars and no Cents/EA	6	EA	$ 250.00	$ 1,500.00
22.	Remove Structure (Headwall) for Five hundred Dollars and no Cents/EA	2	EA	$ 500.00	$ 1,000.00
23.	Remove Structure (Pipe) for Twelve Dollars and no Cents/LF	287	LF	$ 12.00	$ 3,444.00
24.	Barricades, Signs and Traffic Handling for Thirty-five Thousand Dollars and no Cents/LS	1	LS	$ 35,000.00	$ 35,000.00
25.	Concrete Stand Up Curb (Median at Morrison Rd) for Twenty-five Dollars and no Cents/LF	360	LF	$ 25.00	$ 9,000.00
26.	Concrete Curb & Gutter for Eighteen Dollars and no Cents/LF	4,836	LF	$ 18.00	$ 87,048.00
27.	5' Concrete Valley Gutter for Six Dollars and no Cents/SF	2564	SF	$ 6.00	$ 15,384.00

NOTE:
The cost of excavation and removal and disposal of all existing obstructions, pavement, subgrade, curb and gutter, driveways, sidewalks, sidewalk ramps and storm sewer and inlets shall be included in the various related bid items of the contract.

RECONSTRUCTION OF STREET PAVING AND UTILITY IMPROVEMENTS ON STAGE COACH TRAIL, IN THE CITY OF BROWNSVILLE, TEXAS
BID# CIP-06
BID SCHEDULE continued

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
PAVING AND DRAINAGE IMPROVEMENTS continued					
28.	Driveways (Concrete) for Six Dollars and ninety-nine Cents/SF	3087	SF	$ 6.99	$ 21,578.13
29.	Driveways (Asphalt) for Five Dollars and ninety-nine Cents/SF	351	SF	$ 5.99	$ 2,102.49
ALTERNATE 1 LINE ITEM 30					
30.	ALTERNATE 5' Concrete Sidewalk (4") for Four Dollars and ninety-nine Cents/SF	11,072	SF	$ 4.99	$ 55,249.28
ALTERNATE 2 LINE ITEM 31					
31.	ALTERNATE 10' Concrete Sidewalk (4") for Five Dollars and ninety-nine Cents/SF	20,661	SF	$ 5.99	$ 123,759.39
RESUME BASE BID LINE ITEMS 32-43					
32.	Concrete Apron (8") #5 @ 12" O.C. for Eight Dollars and ninety-nine Cents/SF	3,401	SF	$ 8.99	$ 30,574.99
33.	Curb Ramps for Twelve hundred fifty Dollars and no Cents/EA	9	EA	$ 1,250.00	$ 11,250.00
34.	Sidewalk Flume for Twenty-nine hundred Dollars and no Cents/EA	2	EA	$ 2,900.00	$ 5,800.00
35.	Conduit (PVC)(SCH 40)(1") for Eighty Dollars and no Cents/LF	50	LF	$ 80.00	$ 4,000.00
36.	Conduit (PVC)(SCH 40)(2") for Eighty Dollars and no Cents/LF	20	LF	$ 80.00	$ 1,600.00

NOTE:
The cost of excavation and removal and disposal of all existing obstructions, pavement, subgrade, curb and gutter, driveways, sidewalks, sidewalk ramps and storm sewer and inlets shall be included in the various related bid items of the contract.

RECONSTRUCTION OF STREET PAVING AND UTILITY IMPROVEMENTS ON STAGE COACH TRAIL, IN THE CITY OF BROWNSVILLE, TEXAS
BID# CIP-06
BID SCHEDULE continued

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
PAVING AND DRAINAGE IMPROVEMENTS continued					
37.	Electrical Conductor (No. 8) Bare for Eighty Dollars and no Cents/LF	30	LF	$ 80.00	$ 2,400.00
38.	Ground Box TY A (122311) W/Apron for Ten thousand two hundred fifty Dollars and no Cents/EA	1	EA	$ 10,250.00	$ 10,250.00
39.	Traffic Signal Cable (TY A)(12 AWG)(5 CONDR) for One hundred twenty five Dollars and no Cents/LF	50	LF	$ 125.00	$ 6,250.00
40.	Vehicle Loop Detector (Sawcut)(14 AWG)(BLK) for Eighty-five Dollars and no Cents/LF	110	LF	$ 85.00	$ 9,350.00
41.	Remove Ground Box for Twenty-five hundred Dollars and no Cents/EA	1	EA	$ 2500.00	$ 2,500.00
42.	Relocate Small Roadside Sign Supports and Assemblies (TY 80) for Sixteen hundred fifty Dollars and no Cents/EA	10	EA	$ 1650.00	$ 16,500.00
43.	Remove Small Roadside Sign Supports and Assemblies for Eight hundred Dollars and no Cents/EA	2	EA	$ 800.00	$ 1600.00
ALTERNATE 3 LINE ITEMS 44-56					
44.	ALTERNATE Reflectorized Pavement Markings (TY I)(W)(8")(SLD)(100MIL) for Two Dollars and seventy-five Cents/LF	355	LF	$ 2.75	$ 976.25
45.	ALTERNATE Reflectorized Pavement Markings (TY I)(Y)(4")(BRK)(100MIL) for Two Dollars and seventy-five Cents/LF	104	LF	$ 2.75	$ 286.00

NOTE:
The cost of excavation and removal and disposal of all existing obstructions, pavement, subgrade, curb and gutter, driveways, sidewalks, sidewalk ramps and storm sewer and inlets shall be included in the various related bid items of the contract.

RECONSTRUCTION OF STREET PAVING AND UTILITY IMPROVEMENTS ON STAGE COACH TRAIL, IN THE CITY OF BROWNSVILLE, TEXAS
BID# CIP-06
BID SCHEDULE continued

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
PAVING AND DRAINAGE IMPROVEMENTS continued					
46.	ALTERNATE Reflectorized Pavement Markings (TY I)(Y)(MED NOSE)(100MIL) for Six hundred fifty Dollars and no Cents/EA	2	EA	$ 650.00	$ 1,300.00
47.	ALTERNATE Reflectorized Pavement Markings with Retroreflectivity Requirements (TY I)(W)(4")(BRK)(100MIL) for Two Dollars and seventy-five Cents/LF	120	LF	$ 2.75	$ 330.00
48.	ALTERNATE Reflectorized Pavement Markings with Retroreflectivity Requirements (TY I)(W)(4")(SLD)(100MIL) for Two Dollars and seventy-five Cents/LF	1,113	LF	$ 2.75	$ 3060.75
49.	ALTERNATE Reflectorized Pavement Markings with Retroreflectivity Requirements (TY I)(Y)(4")(BRK)(100MIL) for Two Dollars and seventy-five Cents/LF	30	LF	$ 2.75	$ 82.50
50.	ALTERNATE Reflectorized Pavement Markings with Retroreflectivity Requirements (TY I)(Y)(4")(SLD)(100MIL) for Two Dollars and seventy-five Cents/LF	5,584	LF	$ 2.75	$ 15,356.00
51.	ALTERNATE Reflectorized Profile Pavement Markings (TY I)(Y)(6")(SLD)(100MIL) for Two Dollars and seventy-five Cents/LF	675	LF	$ 2.75	$ 1,856.25
52.	ALTERNATE Prefabricated Pavement Markings (TY C)(W)(24")(SLD) for Twenty Dollars and no Cents/LF	911	LF	$ 20.00	$ 18,220.00

NOTE:
The cost of excavation and removal and disposal of all existing obstructions, pavement, subgrade, curb and gutter, driveways, sidewalks, sidewalk ramps and storm sewer and inlets shall be included in the various related bid items of the contract.

RECONSTRUCTION OF STREET PAVING AND UTILITY IMPROVEMENTS ON STAGE COACH TRAIL, IN THE CITY OF BROWNSVILLE, TEXAS
BID# CIP-06
BID SCHEDULE continued

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
PAVING AND DRAINAGE IMPROVEMENTS continued					
53.	ALTERNATE Prefabricated Pavement Markings (TY C)(W)(Arrow) for Three hundred fifty Dollars and no Cents/EA	13	EA	$ 350.00	$ 4,550.00
54.	ALTERNATE Prefabricated Pavement Markings (TY C)(W)(Word) for Four hundred eighty Dollars and no Cents/EA	9	EA	$ 480.00	$ 4,320.00
55.	ALTERNATE Reflectorized Raised Pavement Marker (TY I-C) for Ten Dollars and fifty Cents/EA	39	EA	$ 10.50	$ 409.50
56.	ALTERNATE Reflectorized Raised Pavement Marker (TY II-A-A) for Ten Dollars and fifty Cents/EA	173	EA	$ 10.50	$ 1,816.50
RESUME BASE BID LINE ITEMS 57-60					
57.	Relocate Pedestal Pole Assembly for Twelve hundred fifty Dollars and no Cents/EA	1	EA	$ 1250.00	$ 1,250.00
58.	D-GR Hot Mix Asphalt TY-D PG76-22 (3") (In 2 lifts) for Twenty-seven Dollars and no Cents/SY	10,036	SY	$ 27.00	$ 270,972.00
59.	Geogrid Base Reinforcement (TX-5) for Four Dollars and ninety Cents/SY	10374	SY	$ 4.90	$ 50,832.60
60.	Storm Water Pollution Prevention Plan for Ten thousand Dollars and no Cents/LS	1	LS	$ 10,000.00	$ 10,000.00

NOTE:
The cost of excavation and removal and disposal of all existing obstructions, pavement, subgrade, curb and gutter, driveways, sidewalks, sidewalk ramps and storm sewer and inlets shall be included in the various related bid items of the contract.

RECONSTRUCTION OF STREET PAVING AND UTILITY IMPROVEMENTS ON STAGE COACH TRAIL, IN THE CITY OF BROWNSVILLE, TEXAS
BID# CIP-06
BID SCHEDULE continued

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
PAVING AND DRAINAGE IMPROVEMENTS continued					
ALTERNATE 4 LINE ITEM 61					
61.	ALTERNATE Disposal of removed items at City of Brownsville landfill for Seventy-nine thousand eight hundred sixty-one Dollars and twenty Cents/SY	1	LS	$ 79,861.20	$ 79,861.20
ALTERNATE 5 LINE ITEM 62					
62.	ALTERNATE Lime Trt (Subgrade)(8") for five Dollars and no Cents/SY	11,473	SY	$ 5.00	$ 57,365.00

Total Paving and Drainage Improvements BASE BID (Sum of Items 1 thru 29, 32 thru 43 and 57 thru 60)	$ 1,332,375.77
Total Paving and Drainage Improvements ALTERNATE 1 (Sum of Item 30)	$ 55,249.28
Total Paving and Drainage Improvements ALTERNATE 2 (Sum of Item 31)	$ 123,759.39
Total Paving and Drainage Improvements ALTERNATE 3 (Sum of Items 44 thru 56)	$ 52,563.75
Total Paving and Drainage Improvements ALTERNATE 4 (Sum of Item 61)	$ 79,861.20
Total Paving and Drainage Improvements ALTERNATE 5 (Sum of Item 62)	$ 57,365.00

Respectfully Submitted,

[signature]

Title: President

Firm Name: GT Paving LLC

P.O. Box 5136 Brownsville TX 78523
(Business Address and Zip Code)

(956) 546-3633
(Telephone Number)

NOTE:
The cost of excavation and removal and disposal of all existing obstructions, pavement, subgrade, curb and gutter, driveways, sidewalks, sidewalk ramps and storm sewer and inlets shall be included in the various related bid items of the contract.

CONTRACT FOR:
Stagecoach Trail Paving & Drainage Improvements
011-24-EPW-IFB

A. AGREEMENT

This Agreement is made by and between:

the Owner ("Owner" or "City"): The City of Brownsville
1001 E. Elizabeth St., P.O. Box 911
Brownsville, Texas 78520

and the Contractor ("Contractor"): G & T Paving, LLC
PO Box 5136
Brownsville, Texas 78523

for the following Project ("Project"): 011-24-EPW-IFB
Stagecoach Trail Paving & Drainage Improvements
PO Box 5136, Brownsville, Texas 78523

Each individually referred to as a "Party" and collectively referred to as the "Parties". Owner and Contractor, in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

B. CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the project. The Contract Documents consist of the following:

a. This Agreement;
b. Notice of Award;
c. Instruction to Bidders;
d. Request for Proposals 011-24-EPW-IFB;
e. Addenda, as indicated in the RFP;
f. Original Proposal submittal;
g. Bid Tabulation;
h. Plans;
i. Drawings;
j. Specifications;
k. General Conditions;
l. Supplementary Conditions;
m. Special Conditions;

n. Certificates of Insurance;
o. Release of Liens;
p. Payment Bond;
q. Performance Bond;
r. Maintenance Bond; and
s. Written Change Orders issued after execution of this Agreement,

which are attached hereto and incorporated herein and made a part of this Agreement for all purposes. The Contract Documents represent the entire and integrated agreement between the Owner and the Contractor and supersede all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the Owner and the Contractor. In the event of an inconsistency or conflict in any of the provisions of the Contract Documents, then the inconsistency or conflict shall be resolved by giving precedence first to this Agreement then to the Contract Documents in the order in which they are listed above.

C. **WORK**

Contractor shall complete all Work as specified or indicated in the Contract Documents for the Project identified herein.

D. **PROJECT**

The Project is the total construction for which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors and is generally defined as 011-24-EPW-IFB Stagecoach Trail Paving & Drainage Improvements, Brownsville, TX 78520.

E. **CONTRACT PRICE; PAYMENT TERMS**

Owner agrees to pay Contractor for performance of the Work in accordance with the Contract Documents the guaranteed maximum price of **ONE MILLION FOUR HUNDRED FIFTY SIX THOUSAND ONE HUNDRED THIRTY FIVE DOLLARS AND SIXTEEN CENTS ($1,456,135.16)** (hereinafter "Guaranteed Maximum Price" or "GMP"). Guaranteed Maximum Price includes all costs incurred by Contractor, including but not limited to Costs of Work (including among others, labor, equipment, materials, fees, inspections, and permits), construction contingency amount, and Contractor's overhead, all bond financing, profit, price escalation and market price variations. Nothing contained in this Agreement shall require the Owner to pay Contractor an aggregate amount that exceeds the Guaranteed Maximum Price or to make any payment if, in the Owner's belief, the cost to complete the Work would exceed the Guaranteed Maximum Price. Change orders may be approved in writing by Owner for increased costs needed for refinement, development and completion of the Project. However, the maximum

allowable amount of change orders payable to the Project shall not exceed twenty five percent (25%) of the Guaranteed Maximum Price for the Project. This total includes the bid price plus Alternate options number two as per the bid received.

The Owner shall pay within ***thirty (30) days*** for completed work in monthly draws, less 10% retainage, upon receipt of an acceptable invoice. Invoices shall be in standard form, Application and Certificate for Payment, and shall be accompanied by signed Conditional Release of Liens forms from each applicable subcontractor and supplier.

Retainage shall be paid within in thirty (30) days of receipt of an acceptable Final Invoice. The final Application for Payment shall be accompanied by signed Final Release and Waiver of Liens forms from all subcontractors and suppliers.

F. CONTRACT TIME

The Contract Time will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 14 days after the Effective Date of the Agreement, and shall substantially complete the Work within 185 consecutive calendar days as identified in the Bid package.

G. LIQUIDATED DAMAGES

Contractor recognizes that time is of the essence for completion of the Work, and to achieve Final Acceptance of the Work, and City will suffer financial loss if the Work is not completed within the time(s) specified herein. The Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding, the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor agrees that as liquidated damages for delay (but not as a penalty), Contractor shall pay City **Five Hundred Dollars ($500.00)** for each day that expires after the time specified in Paragraph F above, for Final Acceptance until the City issues the Final Letter of Acceptance.

H. INSPECTION AND FINAL ACCEPTANCE

The City's inspection and acceptance of contractual compliance will be accomplished by an engineering Inspector of the engineering Department. The City reserves the right to reject unsatisfactory work within a 24-hour period. Contractors have 48 hours to correct unacceptable work. (To be corrected during regular working days, holidays or weekends.)

Prior to beginning work, the Contractor shall provide to the City a Schedule of Values related to the Work, which shall be used for purposes of periodic payments.

The Contract Sum shall include all materials, supplies, tools, equipment, permits,

perimeter fencing, portable restrooms, construction debris container(s), supervision and labor necessary for the proper prosecution and completion of the Work.

The Contractor warrants that the completed Project shall be adequate for the purposes intended.

I. INDEMNIFICATION

(a) CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY, DEFEND AND HOLD HARMLESS, THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED BY THE CITY IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

(b) THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL ADVISE THE CITY IN WRITING WITHIN 24 HOURS OF ANY CLAIM OR DEMAND AGAINST THE CITY OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF

CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT, AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

(c) This Indemnification provision shall survive termination or expiration of the Agreement.

J. **INDEPENDENT CONTRACTOR; PERSONNEL**

(a) Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor's employees. Specifically, Contractor must perform within its own organization, work equivalent to at least thirty-five (35) percent of the Contract Price, unless otherwise approved by the City. Subject to and in accordance with the conditions and provisions of this Agreement, Contractor shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, consultants and subcontractors. Under no circumstances shall Contractor, or any of Contractor's employees, look to City as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to City's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.

(b) Contractor represents and warrants to City that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Work for the Project.

(c) Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Contract Documents. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent. In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions.

K. INSURANCE

(a) The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Brownsville, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

(b) The City of Brownsville shall be given notice ten (10) days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Purchasing & Contract Services Department located at City Hall, 1001 E. Elizabeth St. 1st Floor Suite 101.

(c) The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

i. Workers' Compensation and Employers' Liability Insurance

Contractor shall purchase and maintain such insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Texas Labor Code, Ch. 406, as amended), and minimum limits for Employers' Liability as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of I Contractor' s employees. Any firm performing work for or on behalf of the City of Brownsville must provide Workers' Compensation insurance.

ii. General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage $1,000,000.

This coverage must include, but not limited to:

1. Coverage for the liability assumed by the Contractor under the indemnity provision of the contract.
2. Coverage for Premises/Operations
3. Products/Completed Operations
4. Broad Form Contractual Liability
5. Independent Contractors

iii. Commercial Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits:	Bodily injury	$250,000 each person, $500,000 each occurrence
	Property damage	$100,000 each occurrence

This insurance shall be kept in force until the work under this Agreement has been completed and accepted by the City. The City shall be listed as Additional Insured under the policy.

L. **TERMINATION**

(a) *Termination for Cause.* The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

(b) *Termination for Convenience.* The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of

which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

(c) *Cancellation for Non-appropriated Funds.* The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

(d) *Force Majeure.* The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

i. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;

iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

iv. The non-performing party uses its best efforts to remedy its inability to perform.

v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

M. WARRANTIES

The Contractor warrants to the Owner that materials and equipment furnished under the Agreement will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the

Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

N. MISCELLANEOUS PROVISIONS

(a) *Successors and Assigns.* All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their partners, assigns, successors, subcontractors, executors, heirs, officers, agents, employees, representatives, and administrators.

(b) *Choice of Law.* The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

(c) *No Waiver of Governmental Immunity.* NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

(d) *Assignment.* Contractor shall not assign any of Contractor's rights under this Agreement, or delegate the performance of any of Contractor's duties hereunder, without the prior written consent of the City.

(e) *Modification or Amendment.* No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

(f) *Venue.* This Agreement and any and all matters arising directly or indirectly herefrom shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, with the Federal and State Courts of **Cameron County**, Texas having jurisdiction. If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually-satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.

(g) *Execution and Consideration.* This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed

(h) *Notices.* Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If

such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor:	G & T Paving. LLC Attn: Abel Gonzales PO Box 5136 Brownsville, TX 78523
If to City:	City of Brownsville Attn: City Manager 1001 E Elizabeth St. Brownsville, TX 78520
With Copy to:	City of Brownsville Attn: City Attorney 1001 E Elizabeth St. Brownsville, TX 78520

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

(i) *Cumulative Remedies*. All rights and remedies of the Parties under this Agreement shall be cumulative, and none shall exclude any other right or remedy provided by law, or by any other provisions of the Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

(j) *Waiver of Breach*. A waiver by either Party of a breach of the Agreement by the other Party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.

(k) *No Third Party Beneficiaries*. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

(l) *Entire Understanding.* This document and any exhibit attached hereto, constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

(m) *Counterparts*. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A

facsimile signature will also be deemed to constitute an original if properly executed.

(n) *Miscellaneous Drafting Provisions*. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

(o) *Authority to Execute*. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(p) *Savings/Severability*. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(q) *Prohibition On Contracts With Companies Boycotting Israel*. Contractor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, the City is prohibited from entering into a contract with a company 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.

The terms " boycott Israel" and" company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Agreement, Contractor certifies that Contractor' s signature provides written verification to the City that Contractor: (1) does not boycott Israel, and (2) will not boycott Israel during the term of the Agreement.***

(r) Immigration Nationality Act. As required by law, Contractor shall verify the identify and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by the City, Contractor shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Contractor shall adhere to all Federal and State laws

as well as establish appropriate procedures and controls so that no services will be performed by any Contractor employee who is not legally eligible to perform such services. **CONTRACTOR SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY CONTRACTOR, CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** City, upon written notice to Contractor, shall have the right to immediately terminate this Agreement for violation of this provision by Contractor.

(s) *Representations*. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its legal counsel.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY COMMISION OF THE CITY OF BROWNSVILLE.

EXECUTED THIS _____ DAY OF _____, 2023.

OWNER:

_____
(Signature)

_____
Print Name:
City of Brownsville

CONTRACTOR:

Abel Gonzales
(Signature)

Abel Gonzales
Print Name:

Approved as to Form:

_____
Will Trevino
City Attorney First Asst CA

City of Brownsville
Finance Department-Procurement Services

ADDENDUM #3

INVITATION FOR BID FOR: Stagecoach Trail Paving & Drainage Improvements #: 011-24-EPW-IFB

ACKNOWLEDGEMENT OF RECEIPT

Please email this page upon receipt

Please fill in the requested information below as acknowledgment that *you have received the* Addendum noted above. If your firm is interested in participating, this sheet must be completed and returned or emailed to:

Mr. Damian Espinoza
City of Brownsville - P.O. Box 911
City Hall 1001 E. Elizabeth St. 1ST FLOOR Suite No. 101
Brownsville, Texas 78520
Phone: (956) 548-6087 Fax: (956) 546-2711
Email: purchasing@brownsvilletx.gov

Name of Firm: G+T Paving, LLC

Address: P.O. Box 5136,

City, State: Brownsville, TX. Zip: 78523

Telephone Number: (956) 546-3633 Email: gpavingco@gmail.com

(✓) **YES,** Our Company does have an interest in responding.

(___) **NO,** Our Company does not have an interest in responding.

Name: (Print) Abel Gonzales

Title: President

Signature: Abel Gonz

Date: 11-3-2023

ADDENDA: The undersigned hereby acknowledges receipt of the following addenda to the Specifications, all of the provisions and requirements of which Addenda have been taken into consideration in the preparation of the foregoing proposal.

Clarifications/Additional Information/Changes to the Original Bid Package: Answers to Questions Received, Revised Plans and revised bid schedule

Please see documents below.

G&T Paving, LLC
(Name of Bidder)

(Signature)

Abel Gonzales
(Print)

11/3/2023
(Date)

BID SCHEDULE

RECONSTRUCTION OF STREET PAVING AND UTILITY IMPROVEMENTS ON STAGE COACH TRAIL, IN THE CITY OF BROWNSVILLE, TEXAS

BID# CIP-06

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
PAVING AND DRAINAGE IMPROVEMENTS					
BASE BID LINE ITEMS 1-29, 32-43, 57-60					
1.	Removing Concrete (Riprap) for Four hundred Dollars and no Cents/EA	1	EA	$ 400.00	$ 400.00
2.	Removing Concrete (Driveways) for Five Dollars and fifty Cents/SF	3,366	SF	$ 5.50	$ 18,513.00
3.	Removing Concrete (Curb and Gutter) for Seven Dollars and no Cents/LF	714	LF	$ 7.00	$ 4,998.00
4.	Removing Concrete (Sidewalk or Ramp) for Four Dollars and no Cents/SF	1,062	SF	$ 4.00	$ 4,248.00
5.	Removing Stabilized Base & Asphalt Pavement (8"-10") for Seven Dollars and fifty Cents/SY	8,880	SY	$ 7.50	$ 66,600.00
6.	9" Limestone for Twenty-seven Dollars and fifty Cents/SY	9,825	SY	$ 27.50 ab	$ 270,187.50 ab
7.	Lime (3%)(HYD, COM or QK)(Slurry) for Three hundred seventy five Dollars and no Cents/TON	229.47	TON	$ 375.00	$ 86,051.25
8.	Lime Trt (Subgrade)(11") for Six Dollars and no Cents/SY	11,473	SY	$ 6.00	$ 68,838.00
9.	Prime Coat (MC-30) for Five Dollars and no Cents/GAL	1,965	GAL	$ 5.00	$ 9,825.00

NOTE:
The cost of excavation and removal and disposal of all existing obstructions, pavement, subgrade, curb and gutter, driveways, sidewalks, sidewalk ramps and storm sewer and inlets shall be included in the various related bid items of the contract.

RECONSTRUCTION OF STREET PAVING AND UTILITY IMPROVEMENTS ON STAGE COACH TRAIL, IN THE CITY OF BROWNSVILLE, TEXAS
BID# CIP-06
BID SCHEDULE continued

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
PAVING AND DRAINAGE IMPROVEMENTS continued					
10.	Trench Excavation Protection for One Dollars and fifty Cents/LF	1,871	LF	$ 1.50	$ 2806.50
11.	Riprap (Concrete)(4") for Three Dollars and ninety-nine Cents/SF	1,369	SF	$ 3.99	$ 5462.31
12.	RC Pipe (CL III)(12")(Rubber Gasket) for Thirty-six Dollars and no Cents/LF	48	LF	$ 36.00	$ 1,728.00
13.	RC Pipe (CL III)(18")(Rubber Gasket) for Forty-eight Dollars and no Cents/LF	465	LF	$ 48.00	$ 22,320.00
14.	RC Pipe (CL III)(24")(Rubber Gasket) for Fifty-five Dollars and no Cents/LF	938	LF	$ 55.00	$ 51,590.00
15.	RC Pipe (CL III)(30")(Rubber Gasket) for Seventy four Dollars and no Cents/LF	468	LF	$ 74.00	$ 34,632.00
16.	RC Pipe (CL IV)(18")(SPL)(Rubber Gasket) for Fifty-four Dollars and no Cents/LF	285	LF	$ 54.00	$ 15,390.00
17.	Manhole for Thirty-four hundred Dollars and no Cents/EA	1	EA	$ 3400.00	$ 3,400.00
18.	Curb Inlet for Thirty-two hundred Dollars and no Cents/EA	11	EA	$ 3200.00	$ 35,200.00

NOTE:
The cost of excavation and removal and disposal of all existing obstructions, pavement, subgrade, curb and gutter, driveways, sidewalks, sidewalk ramps and storm sewer and inlets shall be included in the various related bid items of the contract.

RECONSTRUCTION OF STREET PAVING AND UTILITY IMPROVEMENTS ON STAGE COACH TRAIL, IN THE CITY OF BROWNSVILLE, TEXAS
BID# CIP-06
BID SCHEDULE continued

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
PAVING AND DRAINAGE IMPROVEMENTS continued					
19.	Grate Inlet for Forty-five hundred Dollars and no Cents/EA	2	EA	$ 4500.00	$ 9,000.00
20.	Safety End Treatment (12")(RCP)(4:1)(P) for Twenty-five hundred Dollars and no Cents/EA	4	EA	$ 2,500.00	$ 10,000.00
21.	Remove Structure (Safety End Treatment) for Two hundred fifty Dollars and no Cents/EA	6	EA	$ 250.00	$ 1,500.00
22.	Remove Structure (Headwall) for Five hundred Dollars and no Cents/EA	2	EA	$ 500.00	$ 1,000.00
23.	Remove Structure (Pipe) for Twelve Dollars and no Cents/LF	287	LF	$ 12.00	$ 3,444.00
24.	Barricades, Signs and Traffic Handling for Thirty-five Thousand Dollars and no Cents/LS	1	LS	$ 35,000.00	$ 35,000.00
25.	Concrete Stand Up Curb (Median at Morrison Rd) for Twenty-five Dollars and no Cents/LF	360	LF	$ 25.00	$ 9,000.00
26.	Concrete Curb & Gutter for Eighteen Dollars and no Cents/LF	4,836	LF	$ 18.00	$ 87,048.00
27.	5' Concrete Valley Gutter for Six Dollars and no Cents/SF	2564	SF	$ 6.00	$ 15,384.00

NOTE:
The cost of excavation and removal and disposal of all existing obstructions, pavement, subgrade, curb and gutter, driveways, sidewalks, sidewalk ramps and storm sewer and inlets shall be included in the various related bid items of the contract.

RECONSTRUCTION OF STREET PAVING AND UTILITY IMPROVEMENTS ON STAGE COACH TRAIL, IN THE CITY OF BROWNSVILLE, TEXAS
BID# CIP-06
BID SCHEDULE continued

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
PAVING AND DRAINAGE IMPROVEMENTS continued					
28.	Driveways (Concrete) for Six Dollars and ninety-nine Cents/SF	3087	SF	$ 6.99	$ 21,578.13
29.	Driveways (Asphalt) for Five Dollars and ninety-nine Cents/SF	351	SF	$ 5.99	$ 2,102.49
ALTERNATE 1 LINE ITEM 30					
30.	ALTERNATE 5' Concrete Sidewalk (4") for Four Dollars and ninety-nine Cents/SF	11,072	SF	$ 4.99	$ 55,249.28
ALTERNATE 2 LINE ITEM 31					
31.	ALTERNATE 10' Concrete Sidewalk (4") for Five Dollars and ninety-nine Cents/SF	20,661	SF	$ 5.99	$ 123,759.39
RESUME BASE BID LINE ITEMS 32-43					
32.	Concrete Apron (8") #5 @ 12" O.C. for Eight Dollars and ninety-nine Cents/SF	3,401	SF	$ 8.99	$ 30,574.99
33.	Curb Ramps for Twelve hundred fifty Dollars and no Cents/EA	9	EA	$ 1,250.00	$ 11,250.00
34.	Sidewalk Flume for Twenty-nine hundred Dollars and no Cents/EA	2	EA	$ 2,900.00	$ 5,800.00
35.	Conduit (PVC)(SCH 40)(1") for Eighty Dollars and no Cents/LF	50	LF	$ 80.00	$ 4,000.00
36.	Conduit (PVC)(SCH 40)(2") for Eighty Dollars and no Cents/LF	20	LF	$ 80.00	$ 1,600.00

NOTE:
The cost of excavation and removal and disposal of all existing obstructions, pavement, subgrade, curb and gutter, driveways, sidewalks, sidewalk ramps and storm sewer and inlets shall be included in the various related bid items of the contract.

RECONSTRUCTION OF STREET PAVING AND UTILITY IMPROVEMENTS ON STAGE COACH TRAIL, IN THE CITY OF BROWNSVILLE, TEXAS
BID# CIP-06
BID SCHEDULE continued

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
PAVING AND DRAINAGE IMPROVEMENTS continued					
37.	Electrical Conductor (No. 8) Bare for Eighty Dollars and no Cents/LF	30	LF	$ 80.00	$ 2,400.00
38.	Ground Box TY A (122311) W/Apron for Ten thousand two hundred fifty Dollars and no Cents/EA	1	EA	$ 10,250.00	$ 10,250.00
39.	Traffic Signal Cable (TY A)(12 AWG)(5 CONDR) for One hundred twenty-five Dollars and no Cents/LF	50	LF	$ 125.00	$ 6,250.00
40.	Vehicle Loop Detector (Sawcut)(14 AWG)(BLK) for Eighty-five Dollars and no Cents/LF	110	LF	$ 85.00	$ 9,350.00
41.	Remove Ground Box for Twenty-five hundred Dollars and no Cents/EA	1	EA	$ 2500.00	$ 2,500.00
42.	Relocate Small Roadside Sign Supports and Assemblies (TY 80) for Sixteen hundred fifty Dollars and no Cents/EA	10	EA	$ 1650.00	$ 16,500.00
43.	Remove Small Roadside Sign Supports and Assemblies for Eight hundred Dollars and no Cents/EA	2	EA	$ 800.00	$ 1600.00
ALTERNATE 3 LINE ITEMS 44-56					
44.	ALTERNATE Reflectorized Pavement Markings (TY I)(W)(8")(SLD)(100MIL) for Two Dollars and seventy-five Cents/LF	355	LF	$ 2.75	$ 976.25
45.	ALTERNATE Reflectorized Pavement Markings (TY I)(Y)(4")(BRK)(100MIL) for Two Dollars and seventy-five Cents/LF	104	LF	$ 2.75	$ 286.00

NOTE:
The cost of excavation and removal and disposal of all existing obstructions, pavement, subgrade, curb and gutter, driveways, sidewalks, sidewalk ramps and storm sewer and inlets shall be included in the various related bid items of the contract.

RECONSTRUCTION OF STREET PAVING AND UTILITY IMPROVEMENTS ON STAGE COACH TRAIL, IN THE CITY OF BROWNSVILLE, TEXAS
BID# CIP-06
BID SCHEDULE continued

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
PAVING AND DRAINAGE IMPROVEMENTS continued					
46.	ALTERNATE Reflectorized Pavement Markings (TY I)(Y)(MED NOSE)(100MIL) for Six hundred fifty Dollars and no Cents/EA	2	EA	$ 650.00	$ 1,300.00
47.	ALTERNATE Reflectorized Pavement Markings with Retroreflectivity Requirements (TY I)(W)(4")(BRK)(100MIL) for Two Dollars and seventy-five Cents/LF	120	LF	$ 2.75	$ 330.00
48.	ALTERNATE Reflectorized Pavement Markings with Retroreflectivity Requirements (TY I)(W)(4")(SLD)(100MIL) for Two Dollars and seventy-five Cents/LF	1,113	LF	$ 2.75	$ 3060.75
49.	ALTERNATE Reflectorized Pavement Markings with Retroreflectivity Requirements (TY I)(Y)(4")(BRK)(100MIL) for Two Dollars and seventy-five Cents/LF	30	LF	$ 2.75	$ 82.50
50.	ALTERNATE Reflectorized Pavement Markings with Retroreflectivity Requirements (TY I)(Y)(4")(SLD)(100MIL) for Two Dollars and seventy-five Cents/LF	5,584	LF	$ 2.75	$ 15,356.00
51.	ALTERNATE Reflectorized Profile Pavement Markings (TY I)(Y)(6")(SLD)(100MIL) for Two Dollars and seventy-five Cents/LF	675	LF	$ 2.75	$ 1,856.25
52.	ALTERNATE Prefabricated Pavement Markings (TY C)(W)(24")(SLD) for Twenty Dollars and no Cents/LF	911	LF	$ 20.00	$ 18,220.00

NOTE:
The cost of excavation and removal and disposal of all existing obstructions, pavement, subgrade, curb and gutter, driveways, sidewalks, sidewalk ramps and storm sewer and inlets shall be included in the various related bid items of the contract.

RECONSTRUCTION OF STREET PAVING AND UTILITY IMPROVEMENTS ON STAGE COACH TRAIL, IN THE CITY OF BROWNSVILLE, TEXAS
BID# CIP-06
BID SCHEDULE continued

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
PAVING AND DRAINAGE IMPROVEMENTS continued					
53.	ALTERNATE Prefabricated Pavement Markings (TY C)(W)(Arrow) for Three hundred fifty Dollars and no Cents/EA	13	EA	$ 350.00	$ 4,550.00
54.	ALTERNATE Prefabricated Pavement Markings (TY C)(W)(Word) for Four hundred eighty Dollars and no Cents/EA	9	EA	$ 480.00	$ 4,320.00
55.	ALTERNATE Reflectorized Raised Pavement Marker (TY I-C) for Ten Dollars and fifty Cents/EA	39	EA	$ 10.50	$ 409.50
56.	ALTERNATE Reflectorized Raised Pavement Marker (TY II-A-A) for Ten Dollars and fifty Cents/EA	173	EA	$ 10.50	$ 1,816.50
RESUME BASE BID LINE ITEMS 57-60					
57.	Relocate Pedestal Pole Assembly for Twelvehundred fifty Dollars and no Cents/EA	1	EA	$ 1250.00	$ 1,250.00
58.	D-GR Hot Mix Asphalt TY-D PG76-22 (3") (In 2 lifts) for Twenty-seven Dollars and no Cents/SY	10,036	SY	$ 27.00	$ 270,972.00
59.	Geogrid Base Reinforcement (TX-5) for Four. Dollars and ninety Cents/SY	10374	SY	$ 4.90	$ 50,832.60
60.	Storm Water Pollution Prevention Plan for Ten thousand Dollars and no Cents/LS	1	LS	$ 10,000.00	$ 10,000.00

NOTE:
The cost of excavation and removal and disposal of all existing obstructions, pavement, subgrade, curb and gutter, driveways, sidewalks, sidewalk ramps and storm sewer and inlets shall be included in the various related bid items of the contract.

RECONSTRUCTION OF STREET PAVING AND UTILITY IMPROVEMENTS ON STAGE COACH TRAIL, IN THE CITY OF BROWNSVILLE, TEXAS
BID# CIP-06
BID SCHEDULE continued

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
PAVING AND DRAINAGE IMPROVEMENTS continued					
ALTERNATE 4 LINE ITEM 61					
61.	ALTERNATE Disposal of removed items at City of Brownsville landfill for Seventy-nine thousand eight hundred sixty-one Dollars and twenty Cents/SY	1	LS	$ 79,861.20	$ 79,861.20
ALTERNATE 5 LINE ITEM 62					
62.	ALTERNATE Lime Trt (Subgrade)(8") for Five Dollars and no Cents/SY	11,473	SY	$ 5.00	$ 57,365.00

Total Paving and Drainage Improvements BASE BID (Sum of Items 1 thru 29, 32 thru 43 and 57 thru 60) $ 1,332,375.77

Total Paving and Drainage Improvements ALTERNATE 1 (Sum of Item 30) $ 55,249.28

Total Paving and Drainage Improvements ALTERNATE 2 (Sum of Item 31) $ 123,759.39

Total Paving and Drainage Improvements ALTERNATE 3 (Sum of Items 44 thru 56) $ 52,563.75

Total Paving and Drainage Improvements ALTERNATE 4 (Sum of Item 61) $ 79,861.20

Total Paving and Drainage Improvements ALTERNATE 5 (Sum of Item 62) $ 57,365.00

Respectfully Submitted,

[signature]

Title: President

Firm Name: G+T Paving LLC

P.O. Box 5136 Brownsville TX 78523
(Business Address and Zip Code)

(956) 546-3633
(Telephone Number)

NOTE:
The cost of excavation and removal and disposal of all existing obstructions, pavement, subgrade, curb and gutter, driveways, sidewalks, sidewalk ramps and storm sewer and inlets shall be included in the various related bid items of the contract.

City of Brownsville
Finance Department-Procurement Services

ADDENDUM # 2

INVITATION FOR BIDS FOR: Stagecoach Trail Paving & Drainage Improvements
IFB # 011-24-EPW-IFB

ACKNOWLEDGEMENT OF RECEIPT

Please fill in the requested information below as acknowledgment that *you have received the* Addendum noted above. If your firm is interested in participating, this sheet must be completed and returned via Bonfire:

Name of Firm: G+T Paving, LLC

Address:
City, State P.O. Box 5136 Brownsville TX Zip: 78523

Telephone Number: (956) 546-3633 Fax Number: (956) 546-5333

E-mail: gpaving co@gmail.com

(✓) **YES,** Our Company does have an interest in responding.

(____) **NO,** Our Company does not have an interest in responding.

Name: (Print) Abel Gonzales

Title: President

Signature: Abel Gonz

Date: 11/2/2023

ADDENDA: The undersigned hereby acknowledges receipt of the following addenda to the Specifications, all of the provisions and requirements of which Addenda have been taken into consideration in the preparation of the foregoing proposal.

Clarifications/Additional Information/Changes to the Original Bid Package:

Please see below the revised liquidated damages:

LIQUIDATED DAMAGES

The undersigned BIDDER further agrees to complete the project and achieve substantial completion/Delivery within **120** Consecutive Working Days submittal from the date of Commencement/shipment, unless such time is extended by the City of Brownsville and that One Thousand Dollars **($500.00)** per each consecutive calendar day will be the measure of liquidated damages assessed the undersigned for each calendar day in excess required to complete work and/or delivery under the contract for each portion of the project.

G+T Paving LLC
(Name of Bidder)

(Signature)

Abel Gonzales
(Print)

11/2/2023
(Date)

End of Addendum 2

BID BOND **Travelers Casualty and Surety Company of America**
Hartford, CT 06183

KNOWN ALL BY THESE PRESENTS, That we, G&T PAVING, LLC, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto City of Brownsville, as Obligee, in the sum of Five percent of amount bid Dollars (5% of Amount Bid) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Stagecoach Trail Paving & Drainage Improvements Brownsville, TX ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 6th day of November, 2023.

G&T PAVING, LLC
(Principal)

By: _____

Travelers Casualty and Surety Company of America

By: Sophinie Hunter
Sophinie Hunter , Attorney-in-Fact

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Sophinie Hunter** of **DALLAS** , **Texas** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **6th** day of **November** , **2023** .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

INVITATION FOR BIDS FOR STAGECOACH TRAIL PAVING & DRAINAGE IMPROVEMENTS IN THE CITY OF BROWNSVILLE

BID # 011-24-IFB **Thursday, November 9, 2023@ 2:00 P.M CT**

INVITATION

* B/P/Q (Bid/Proposal/Qualifications)

Description	NUMBER	Pre-Bid Meeting	OPENING
Stagecoach Trail Paving & Drainage Improvements for the City of Brownsville, Texas	*Bid 011-24-EPW-IFB	Wednesday, October 18, 2023 @10:00 am Please see Bonfire for meeting info.	Thursday, November 9, 2023 @ 2:00 P.M CT Please see Bonfire for meeting info.

Sealed, bids/proposals will be received by the City of Brownsville, at https://brownsvilletx.bonfirehub.com/https://brownsvilletx.bonfirehub.com/

Copies of the bid documents consisting of detailed specifications, general requirements or other information may be obtained at https://brownsvilletx.bonfirehub.com/

Microsoft Teams meeting Pre-Bid

Join on your computer, mobile app or room device
Click here to join the meeting

Meeting ID: 251 623 042 443
Passcode: h7t8Sv
Download Teams | Join on the web

Learn More | Meeting options

Microsoft Teams meeting Bid-Closing

Join on your computer, mobile app or room device
Click here to join the meeting

Meeting ID: 237 699 529 800
Passcode: jbZaU3
Download Teams | Join on the web

Learn More | Meeting options

General Information

It is the intent of the City of Brownsville, Texas to solicit sealed competitive bids for the Stagecoach Trail Paving & Drainage Improvements on the City of Brownsville, Texas.

Point of Contact:

For information regarding bidding procedures contact Ms. Denise Trevino, Buyer, (956) 548-6083 as Primary Point of Contact. The Secondary Point of Contact is Mr. Damian Espinoza, Purchasing and Contract Manager, (956) 548-6087.

Termination by the City

The City of Brownsville reserves the right of unilateral termination of the contract by providing a thirty (30) day written notice of such intent.

Forms

Attached you will find a Disclosure of Interests Form, Litigation Disclosure Form, and a Statement of Non-Collusion. Fill in the forms and return with your bid.

Certification Forms

Compliance with requirements for the participation of DBE's/ Debarment, Suspension, and other ineligibility and voluntary exclusion lower tier covered transactions/ Certification regarding restrictions on lobbying.

Proposal Instructions

Interested firms must submit online proposals through
https://brownsvilletx.bonfirehub.com/

City of Brownsville has created a new procurement portal in partnership with Bonfire Interactive. Registration is easy and free. Please visit https://brownsvilletx.bonfirehub.com/ to register with Bonfire and receive notifications of business opportunities and submit bids and proposals to City of Brownsville digitally.

Once submitted, the bids become the property of the City.

The City of Brownsville reserves the right to review, accept or reject any or all proposals received through this process. Information contained within the original proposal should be the complete offering to the City. In fairness to all proposers, no late additions or verbal additions to the original proposal will be accepted after the submission deadline. If additional information is needed from proposers, the City will initiate that request. If interviews or conferences are necessary, the City will make those arrangements as necessary. The City of Brownsville also reserves the right and option to wave any and all informalities if in its best interest.

Any costs involved in the preparation of the proposals are the sole responsibility of the proposer. The City will not be responsible for any costs associated with the preparation, submission or meetings involved with the presentation of the proposal. Sealed, bids/proposals will be received by the City of Brownsville, at City of Brownsville (bonfirehub.com)

Copies of the bid documents consisting of detailed specifications, general requirements or other information may be obtained at City of Brownsville (bonfirehub.com) Interested Bidders/Proposers are invited to attend the Bid/Proposal opening Virtually on the dates specified. Presence is not mandatory.

Submission of request for clarification or changes

All requests for clarifications must be received in writing, **no later than October 25, 2023 at 3:00 P.M. CT**, by the City of Brownsville, at City of Brownsville (bonfirehub.com)

Any questions regarding this IFB will be handled as promptly and as directly as possible. If a question requires only clarification of instructions or specifications, it will be handled verbally. If any question results in a change or addition to the IFB, the changes or additions will be forwarded to all registered firms as quickly as possible by addendum.

Participating Proposers are expressly instructed that the Purchasing Department is the only authorized source of information concerning the solicitation. Contact with unauthorized staff of the City of Brownsville or members of the selection or oversight committees while solicitation and evaluations are in process could result in immediate disqualification.

Proposers shall designate and provide contact information for an individual to contact should any questions arise concerning a proposal. The proposers shall also state the name and title of individuals who will make final decisions regarding contractual commitments and have legal authority to execute the contract on the firm's behalf.

Deliverables and Proposal Submission requirements

Interested firms must submit their proposal via the City's Bonfire website. The proposal must be received by the Procurement and Contracting Services Division by **November 9, 2023 at 2:00 PM**

Bid Bond

A certified or cashier's Check or an original Bid Bond Proposal Guaranty issued by a corporate surety company licensed to do business in the State of Texas and payable to the order of the City of Brownsville, Texas, in an amount not less than five percent **(5%)** of the greatest total amount of the Bid Proposal, must accompany each Bid as a guarantee that if awarded the Contract, the successful Bidder will promptly enter into a Contract and execute payment and performance bonds as outlined in the specification and Contract Documents. We require 1 year warranty bond, bid bond.

Payment and Performance Bond Requirements (If applicable)

Sec. 252.044. CONTRACTOR'S BOND. (a) If the contract is for the construction of public works, the bidder to whom the contract is awarded must execute a good and sufficient bond. The bond must be:

(1) In the full amount of the contract price;

(2) Conditioned that the contractor will faithfully perform the contract; and

(3) Executed, in accordance with Chapter 2253, Government Code, by a surety company authorized to do business in the state.

(b) Repealed by Acts 1993, 73rd Leg., ch. 865, Sec. 2, eff. Sept. 1, 1993.

(c) The governing body of a home-rule municipality by ordinance may adopt the provisions of this section and Chapter 2253, Government Code, relating to contractors' surety bonds, regardless of a conflicting provision in the municipality's charter.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1993, 73rd Leg., ch. 865, Sec. 2, eff. Sept. 1, 1993; Acts 1995, 74th Leg., ch. 76, Sec. 5.95(17), eff. Sept. 1, 1995.

A Payment & Performance Bond (***Only applies to Construction/Construction-Rehabilitation***), in an amount of not less than one hundred percent (100%) of the Contract Price, conditioned upon the faithful performance of the Contract; a Payment Bond, as required by Chapter **§2253** of the Texas Government Code, guaranteeing the payment of all persons supplying labor and furnishing materials; and an Extended Warranty Bond, either by separate instrument or incorporated in the foregoing bonds, will be required. Payment and performance bonds provided to the City of Brownsville for these purposes are required to conform with Article 7.19-1 of the ***Texas Insurance Code***. To that end, all bonds provided (i) must be executed by a surety company holding a certificate of authority

from the United States secretary of the treasury to qualify on obligations permitted or required under federal law–or- (ii) must be provided by a surety company that is covered by reinsurance for any liability in excess of $100,000.00 from a reinsurer authorized and admitted as a reinsurer in Texas holding a certificate of authority from the United States secretary of the treasury to qualify on obligations permitted or required under federal law. (See Chapter 2253 – Performance and Payment Bond)

A. A listing on the Department of the Treasury Listing of Approved Sureties on the date of bond issuance shall be sufficient proof of the previously mentioned certificate of authority.
B. A copy of the reinsurance contract(s) with accompanying cover letter with original signature shall be sufficient proof of the previously mentioned reinsurance.

Contractor shall provide either a copy of the list as described in "A." above, or the contract(s) and letter described in "B." above, together with the payment and performance bonds.

Bid Bonds, Performance Bonds, Payment Bonds, and Extended Warranty Bonds issued by a corporate surety company not licensed to do business in the State of Texas ***will not be accepted****.*

PAYMENT AND PERFORMANCE BONDING CAPACITY LETTER

Must be included with the bid package. (If applicable - construction)

LIQUIDATED DAMAGES

The undersigned BIDDER further agrees to complete the project and achieve substantial completion/Delivery within **120 Consecutive Working Days** submittal from the date of Commencement/shipment, unless such time is extended by the City of Brownsville and that **Five Hundred Dollars ($500.00)** per each **consecutive calendar day** will be the measure of liquidated damages assessed the undersigned for each calendar day in excess required to complete work and/or delivery under the contract for each portion of the project.

INDEMNIFICATION

BIDDER covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to BIDDER'S activities under this contract, including any acts or omissions of BIDDER, any agent, officer, director, representative, employee, consultant or subcontractor of BIDDER, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT BIDDER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. BIDDER shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or BIDDER known to BIDDER related to or arising out of BIDDER's activities under this contract, and shall see to the investigation and defense of such claim or demand at BIDDER's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving BIDDER of any of its obligations under this paragraph

BID REJECTION OR PARTIAL ACCEPTANCE

The CITY OF BROWNSVILLE reserves the right to reject any or all bids. It further reserves the right to waive technicalities and formalities in bids, as well as to accept in whole or in part such bid or bids where it deems it advisable in protection of the best interests of the City.

CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City of Brownsville Purchasing & Contract Services Department. Shall follow Local Government Code §252.048 Change Order

SINGLE BID

In the event a single bid is received, the City will, at its option, conduct a price and/or cost analysis of the bid, or reject the bid and re-advertise. A price analysis would be performed by comparing price quotations submitted on other current quotations, current price lists, or other established or competitive prices

CANCELATION OF PROCUREMENT

The City of Brownsville reserves the right to cancel the procurement, at any time for any reason before the Contract is fully executed and approved on behalf of the City.

AVAILABILITY OF FUNDS

This procurement is subject to the availability of funding. The City's obligation hereunder is contingent upon the availability of appropriated funds from which payment for the Contract purposes can be made. No legal liability on the part of the City for any payment shall arise until funds are made available to the Contracting Officer for this Contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer. Any award of Contract hereunder will be conditioned upon said availability of funds for the Contract.

BID AWARD

Bid award will be made on ***ALL*** on nothing basis.

BID PRICING

The bid prices quoted on this form are firm bid prices, which are good for **Ninety (90)** calendar days following the acknowledgement of bids and are not subject to price adjustments. I have attached and initialed a copy of the City's specifications for the item(s) on this form to clarify my understanding as to what features shall be required in the goods and/or services.

NON-APPROPRIATION CLAUSE

Notwithstanding any provisions of this agreement, the parties agree that the services are payable by city from appropriations, grants, and monies from the General Fund and other sources. In the event sufficient appropriation, grants, and monies are not made available to City to pay these services for any fiscal year, this Agreement shall terminate without further obligation of City. In such event, the City Manager of City shall certify to contractor that sufficient funds have not been made available to City to meet the obligations of this Agreement; such certification shall be conclusive upon parties.

BASIS OF BID AWARD

The contract will be awarded to the responsible and responsive bidder meeting the specifications and having the lowest possible unit price of the Bid, consistent with the ***quality*** needed for effective use. All prices quoted will be firm. Award to successful bidder will be made by Commission action.

INSURANCE

The contractor shall, at no expense to the City, instruct their insurance agent or carrier to furnish a certificate of insurance attesting to the issuance of policies affording coverage as required and listed in this section. Certificates required by this contract shall be submitted prior to award of the contract and should be forwarded to:

City of Brownsville

Finance Department-Purchasing/Contracting Division

City Hall 1001 E. Elizabeth St., 1st Floor, Suite No. 101

P. O. Box 911, Brownsville, Texas 78520

Attention: Mr. Damian Espinoza, Contract and Procurement Manager

BID # 011-24-EPW-IFB

A. The contractor shall furnish and keep in full force during the term of this contract the following insurance coverage:

A) Worker's Compensation Insurance Amount: Statutory

B) Comprehensive General Liability Insurance Amount:

$500,000 Each Occurrence

$1,000.000 General Aggregate

C) Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles) Amount:

$500,000 Combined Single Limit

B. The premiums to be expended for all of the above-enumerated policies of insurance shall be paid by the contractor. The policies of insurance, certificates

of insurance, and the insurance company(s) issuing such certificates or policies of insurance must be acceptable to the City.

C. All policies or certificates of insurance must be issued indicating that such policies or certificates are applicable to work being performed under a specific contract or to all work performed by the contractor for the City of Brownsville.

D. All of the aforementioned policies and certificates of insurance should be issued immediately after the contractor receives notification of award. It should be clearly understood that the contractor is not to commence any work until a written notice to proceed is received from the City. Policies and certificates of insurance must **clearly indicate that they will remain in force for a period of at least twelve (12) months from inception date**.

E. A minimum of thirty (30) days written notification must be given by an insurer of any alteration, material change or cancellation affecting any certificates or policies of insurance as required under this contract. The City of Brownsville is to be named as an additional insured.

A. Such required notification must be sent via registered or certified mail to the address indicated in Section above.

APPLICATION FOR PROGRESS OF PAYMENT

(Construction/Renovation Only) Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the CONTRACT DOCUMENTS. If Payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be 10% (ten percent). The retainage shall be held by the owner until all the work has been satisfactorily completed and accepted in writing. At that time the retainage may be released and included in the Final Payment.

Contractors Warranty of Title

Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

Review of Applications for Progress of Payment

(*Construction/Renovation Only*)

Architect will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment or present the Application to Owner, or return the Application to Contractor indicating in writing ARCHITECT'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and re-submit the Application twenty (20) days after the presentation of the Application for Payment with ARCHITECT'S recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.

DISCLOSURES AND REQUIREMENTS FOR CITY VENDORS/CONTRACTORS

Lobbyists are often retained for the purpose of assisting vendor/contractor seeking to do business with the city. The standards of conduct applicable to city contractors or other vendor/contractor of lobbyists are discussed below.

Prohibited Contacts During Contract Evaluation

A vendor/contractor or a vendor's/contractor's agent is prohibited from lobbying activities with city officials, including elected officials, and employees regarding a proposed contract from the time a Request for Proposal (RFP), a Request for statements of Qualifications (RFQ-SOQ), a Bid Solicitation (IFB) or other solicitation has been released until the contract is posted as a City Commission agenda item. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents, including lobbyists, may lead to disqualification of the respondent's offer. There is a parallel no-contact provision for lobbyists and their agents.

The City's Discretionary Contracts Disclosure Form

When seeking a discretionary [1][2] city contract, the contractor must submit a form disclosing:

- the identity of all parties to the contract;
- subcontractors;
- partners, parent or subsidiary business entities of any party to the contract;
- any lobbyist or public relations firm that has been employed for a purpose related to the contract.

The Vendor/Contractor must also disclose all political Contributions[2][3] totaling more than $100 made by the parties of the other individuals or entities listed on the form made directly to indirectly to:

- Any current or former member of the City Commission, including the Mayor;
- Any candidate for City Commission, including the Mayor;
- Any political action committee (PAC) that contributes to City Commission elections. Indirect contributions include contributions made by and individual's spouse or by the officers, owners, attorneys, or registered lobbyist of the entity.

Indirect contributions do not include contributions by owners of a business entity who hold less than 5% of the fair market value or voting stock of the entity. If a publicly traded corporation seeks to contract with the city, it will not be required to list contributions made by its shareholders whose holdings are less than 5%.

Chapter 176 of the Local Government Code

Effective January 1, 2006, Chapter 176 of the Local Government Code requires all vendors or those who seek to contract for the sale or purchase of property, goods, or services with a local governmental entity to submit a completed "conflict of interest questionnaire" with the Office of the City Secretary within seven (7) days after the person:

1) Begins contract discussions or negotiations; or
2) Submits an application, response to a request for proposal or bids, correspondence, or another writing related to a potential agreement with the local governmental entity.

The questionnaire requires the vendor/contractor or contract seeker to disclose business or employment relationships with Commissioners, Mayor and the City Manager. The Texas Ethics Commission is responsible for drafting the questionnaire and a link to the form on the Texas Ethics Commission website is posted on the "Forms" page of the city's ethics webpage. It is subject to change and anyone subject to the requirement should consult the TEC website to obtain the most up-to-date form.

Violation of Chapter 176 of the Local Government Code is a class C misdemeanor. Please consult your own legal counsel for questions about compliance.

Political Contribution Prohibition

Any person or company official acting as a legal signatory for a proposed "high-profile" city contract cannot make a political contribution to any Commissioner or candidate from the time a Request for Proposal (RFP), Request for Statements of Qualifications (RFQ-SOQ) or Invitation for Bids (IFB) is issued or from the time negotiations or discussions for a contract for which no competitive solicitation begins until thirty (30) days after the contract is awarded.

The designation of "high-profile"[4] is assigned in accordance with the City of Brownsville Purchasing Policy Manual.

4. "High-Profile"- A designation of profile assessment, based on contract value, level of community interest, non-competitive acquisition, and contract complexity.

ADDENDA: The undersigned hereby acknowledges receipt of the following addenda to the Specifications, all of the provisions and requirements of which Addenda have been taken into consideration in the preparation of the foregoing proposal.

Clarifications/Additional Information/Changes to the Original Bid Package:

Please see below the revised liquidated damages:

LIQUIDATED DAMAGES

The undersigned BIDDER further agrees to complete the project and achieve substantial completion/Delivery within **120** Consecutive Working Days submittal from the date of Commencement/shipment, unless such time is extended by the City of Brownsville and that One Thousand Dollars **($500.00)** per each consecutive calendar day will be the measure of liquidated damages assessed the undersigned for each calendar day in excess required to complete work and/or delivery under the contract for each portion of the project.

G+T Paving LLC
(Name of Bidder)

(Signature)

Abel Gonzales
(Print)

11 | 28 | 2023
(Date)

End of Addendum 2

CONSTRUCTION PLANS
FOR
CITY OF BROWNSVILLE
2023 STREET IMPROVEMENTS
PROJECT # CIP-06
STAGE COACH TRAIL PAVING AND DRAINAGE IMPROVEMENTS

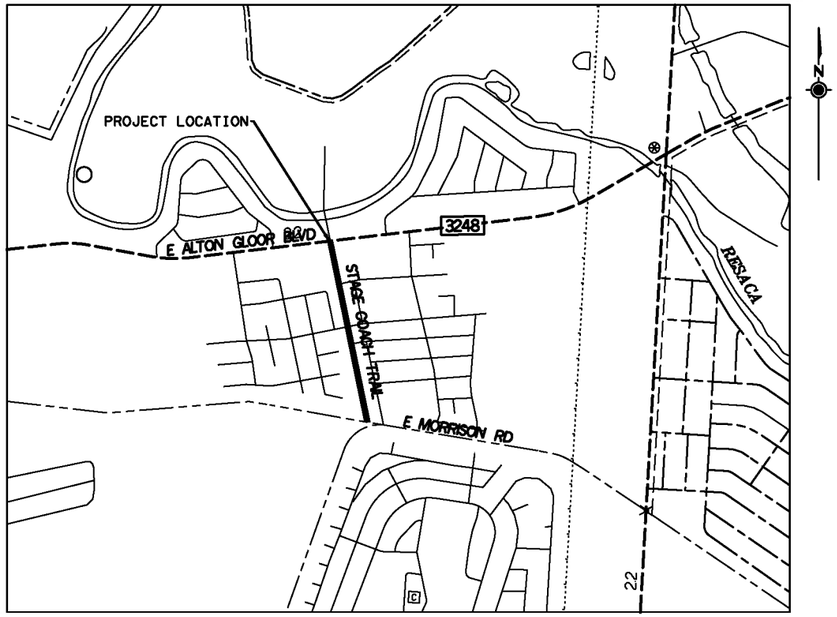
NET LENGTH OF PROJECT: 2,439 FEET = 0.46 MILES
LIMITS: FROM: ALTON GLOOR
TO: E MORRISON RD

FOR THE CONSTRUCTION OF: ROAD WIDENING, CURB AND GUTTER AND DRAINAGE

POSTED SPEED

LOC. STAGE COACH TRAIL	25 MPH
MORRISON RD	35 MPH

BROWNSVILLE, TEXAS



LOCATION MAP
SCALE: 1"=2,000'

REVISED: 11/2/23

CITY OF BROWNSVILLE

JOHN COWEN, JR	MAYOR
TINO VILLARREAL, JR	CITY COMMISSIONER, AT-LARGE "A"
ROSE M.Z. GOWEN	CITY COMMISSIONER, AT-LARGE "B"
BRYAN L. MARTINEZ	COMMISSIONER, DISTRICT 1
LINDA C. MACIAS	COMMISSIONER, DISTRICT 2
ROY DE LOS SANTOS	COMMISSIONER, DISTRICT 3
PEDRO CARDENAS	COMMISSIONER, DISTRICT 4
HELEN RAMIREZ	CITY MANAGER

DATE:

CITY OF BROWNSVILLE

STATE OF TEXAS
OSCAR ARTURO GARZA
122125
LICENSED
PROFESSIONAL ENGINEER

Oscar Arturo Garza, P.E.
11/2/2023

ENGINEERS
PLANNERS
SCIENTISTS
CONSTRUCTION MANAGERS
KCI TECHNOLOGIES
2610 North Shary Road
Mission, TX 78574
Phone: 956-271-6688
www.kci.com
TBPE Registration No. F-10573

FILE: pw:\\kci-pw.bentley.com:kci-pw-05\Documents\Projects\2022\Stage Coach Trail\4 - Design\Plan Set\1. General\Title Sht.dgn
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GENERAL

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6-7	PROPOSED TYPICAL SECTIONS
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9	SUMMARY TABLES OF ESTIMATED EARTHWORK QUANTITIES
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City of BROWNSVILLE On the Border, By the Sea Texas

STATE OF TEXAS
OSCAR ARTURO GARZA
122125
LICENSED PROFESSIONAL ENGINEER

Oscar Arturo Garza, P.E.
11/2/2023

KCI TECHNOLOGIES
ENGINEERS
PLANNERS
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CONSTRUCTION MANAGERS
2610 North Sharry Road
Mission, TX 78574
Phone: 956-271-6688
www.kci.com
TBPE Registration No. F-10579

STAGE COACH TRAIL

INDEX OF SHEETS

SHEET NO.
2

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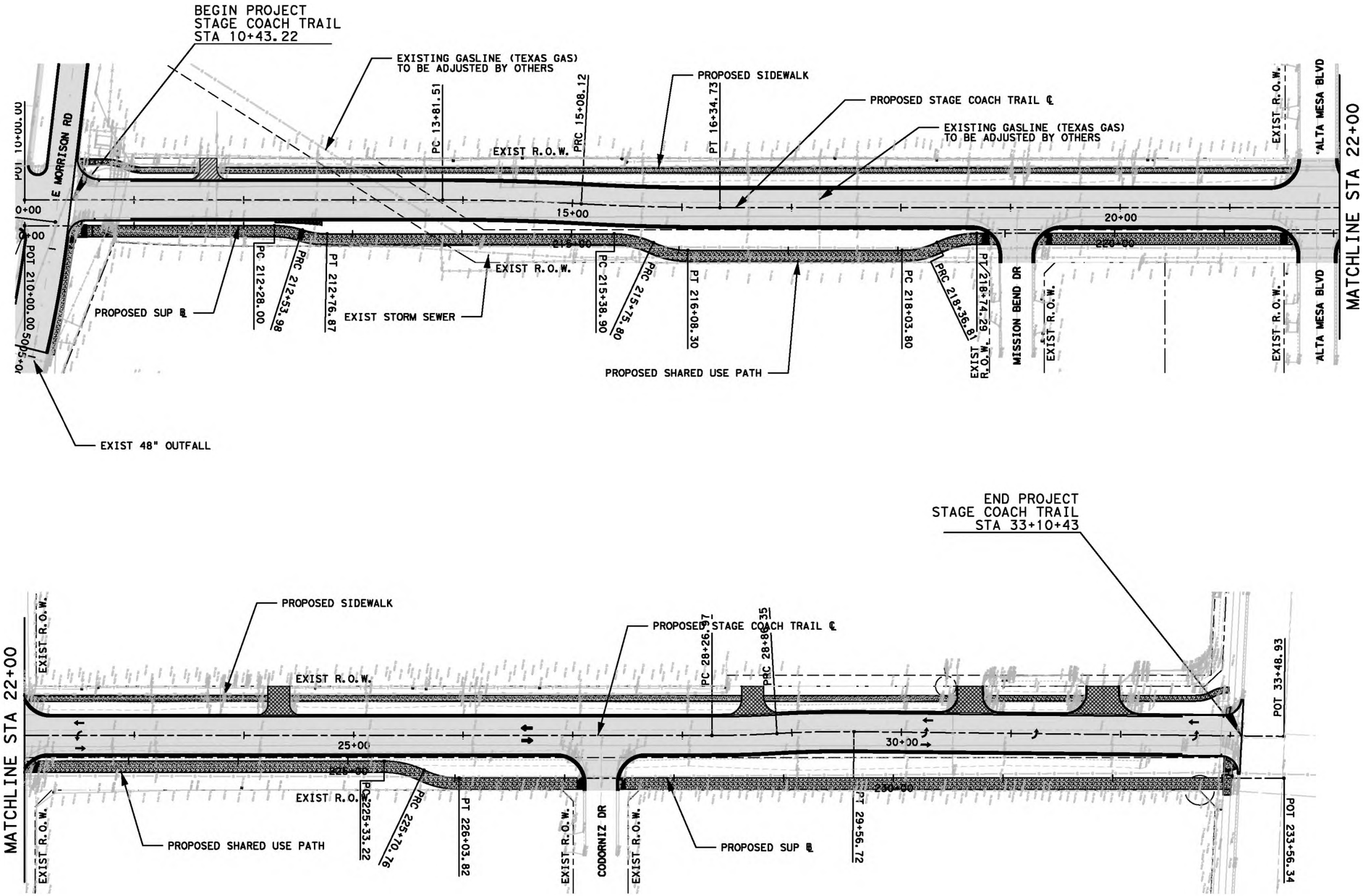

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City of BROWNSVILLE
On the Border, By the Sea. Texas

STATE OF TEXAS
OSCAR ARTURO GARZA
122125
LICENSED
PROFESSIONAL ENGINEER

Oscar Arturo Garza, P.E.
11/2/2023

KCI TECHNOLOGIES
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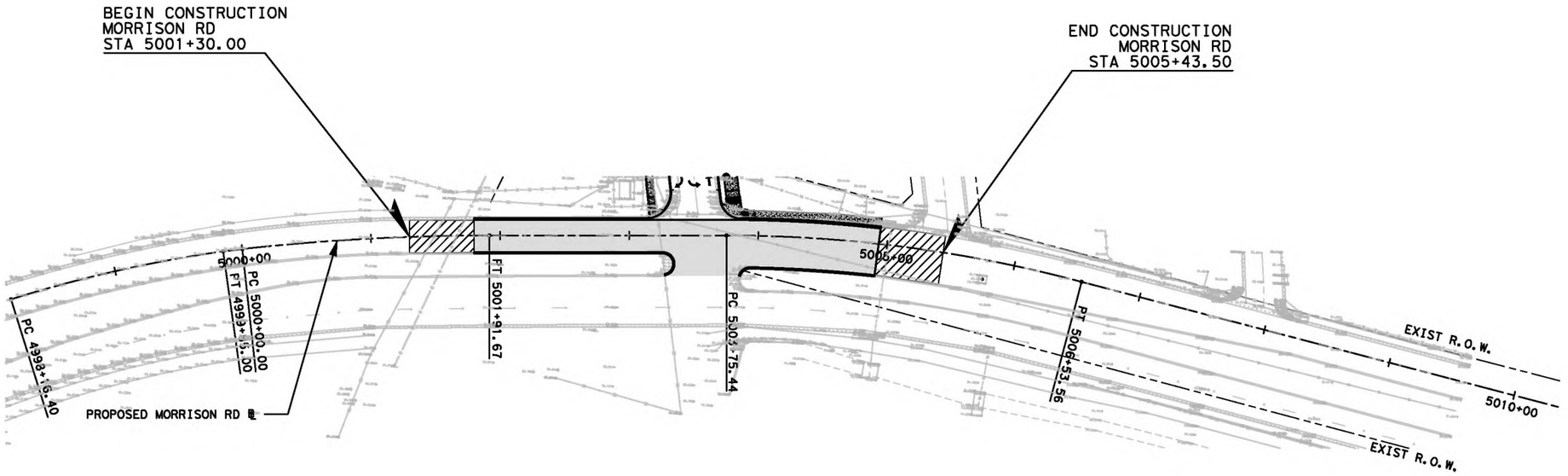
2610 North Sharry Road
Mission, TX 78574
Phone: 956-271-6688
www.kci.com
TBPE Registration No. F-10579

STAGE COACH TRAIL PROJECT LAYOUT

SCALE: HOR: 1" = 100'

SHEET NO. 3



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City of BROWNSVILLE
On the Border, By the Sea TEXAS

STATE OF TEXAS
OSCAR ARTURO GARZA
122125
LICENSED
PROFESSIONAL ENGINEER

Oscar Arturo Garza, P.E.
11/2/2023

ENGINEERS
PLANNERS
SCIENTISTS
CONSTRUCTION MANAGERS
KCI TECHNOLOGIES
2610 North Shary Road
Mission, TX 78574
Phone: 956-271-6688
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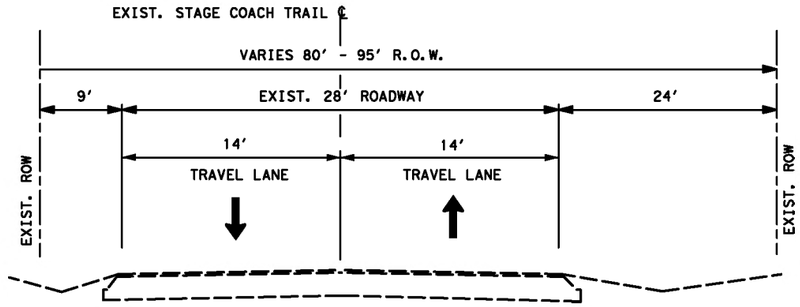
TBPE Registration No. F-10573

STAGE COACH TRAIL
PROJECT LAYOUT

SCALE: HOR: 1" = 100'

SHEET NO.
4



STAGE COACH TRAIL EXIST. TYPICAL SECTION

STA 10+43.22 TO STA 33+10.44

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City of BROWNSVILLE On the Border By the Sea Texas

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LICENSED PROFESSIONAL ENGINEER

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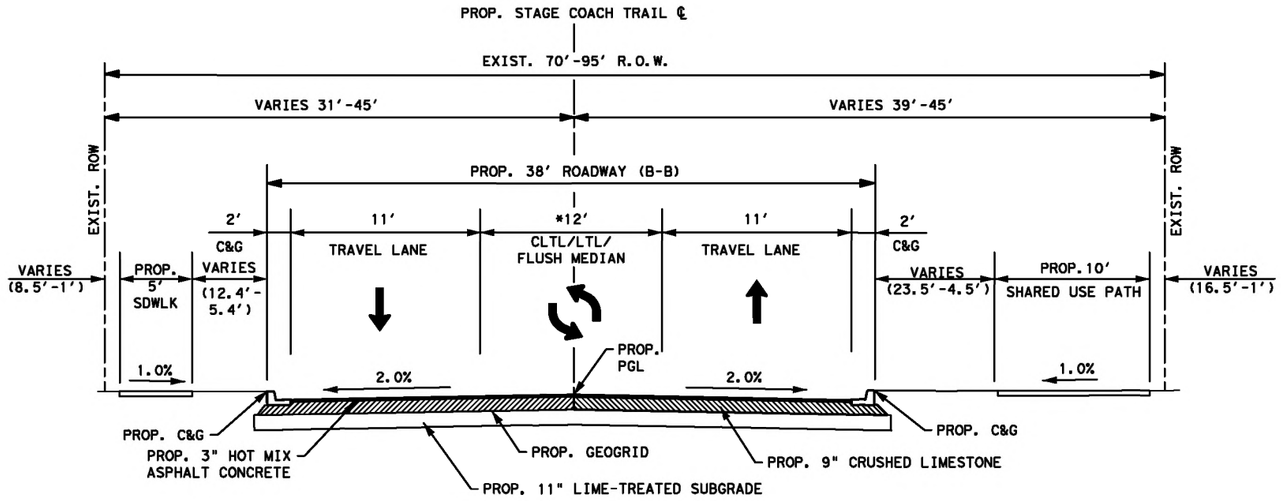
STAGE COACH TRAIL EXISTING TYPICAL SECTIONS

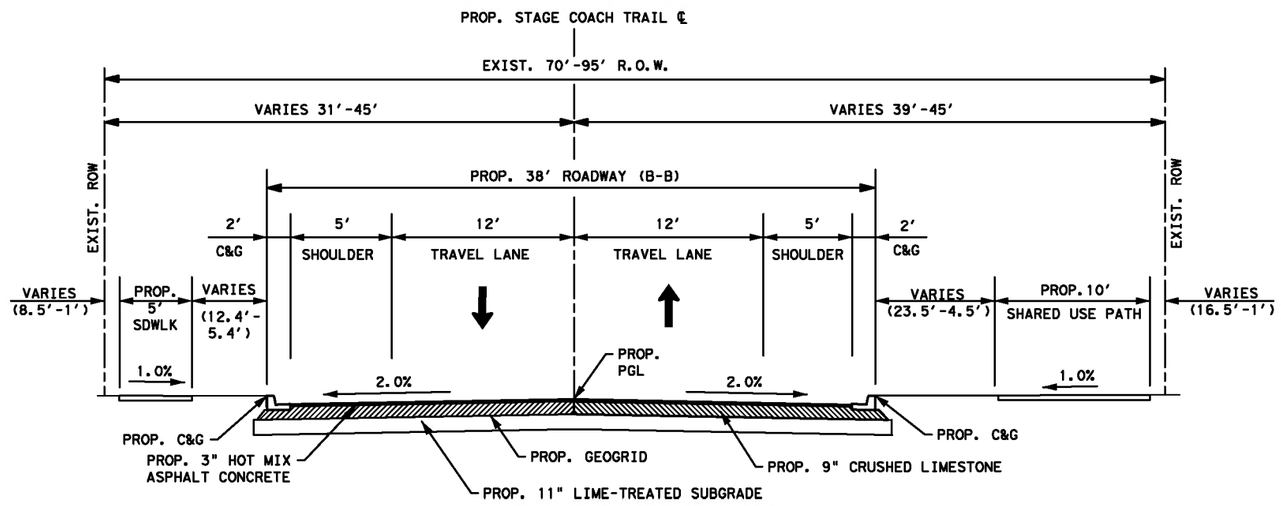
SCALE: N.T.S.

SHEET 1 OF 1 SHEETS
SHT NO. 5



STAGE COACH TRAIL PROP. TYPICAL SECTION

STA 10+42.50 TO STA 13+81.51
*STA 13+81.51 TO STA 15+08.12 (TRANSITION 12' TO 0')
*STA 17+64.29 TO STA 18+64.95 (TRANSITION 0' TO 12')
STA 18+64.95 TO STA 25+21.90
*STA 25+21.90 TO STA 26+22.56 (TRANSITION 12' TO 0')
*STA 27+59.56 TO STA 28+65.46 (TRANSITION 0' TO 12')
STA 28+65.46 TO STA 33+10.38



STAGE COACH TRAIL PROP. TYPICAL SECTION

STA 15+08.12 TO STA 17+64.29
STA 26+22.56 TO STA 27+59.56

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City of BROWNSVILLE
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Texas

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Mission, TX 78574
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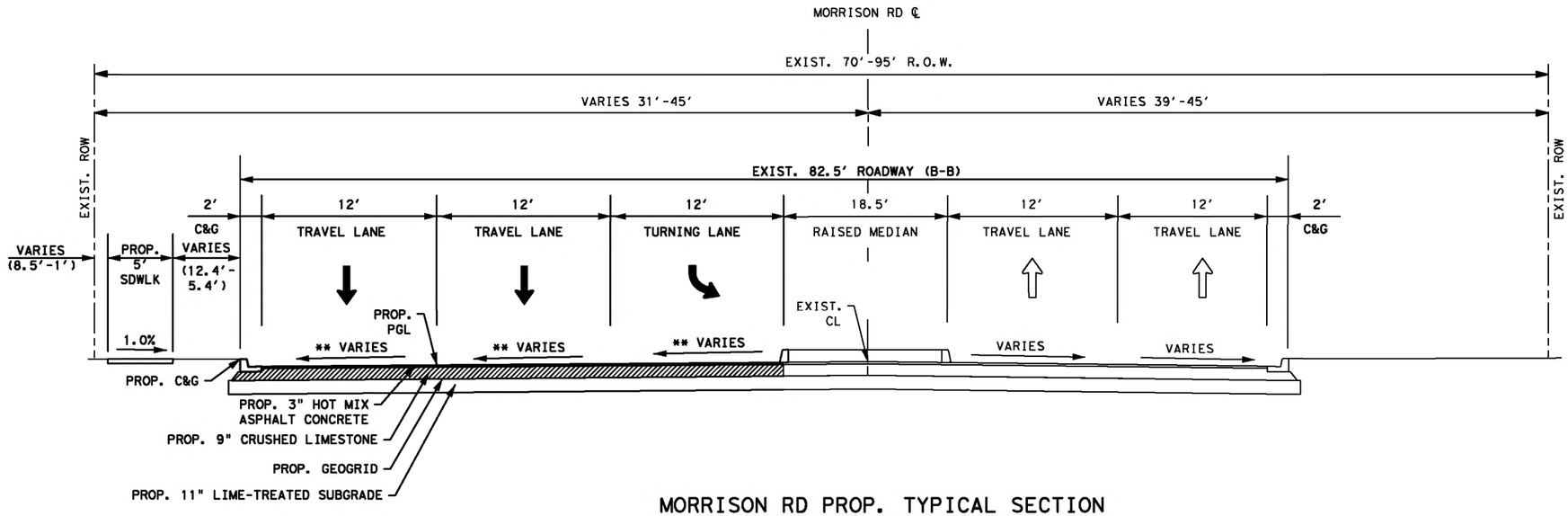
STAGE COACH TRAIL PROPOSED TYPICAL SECTIONS

SCALE: N.T.S.

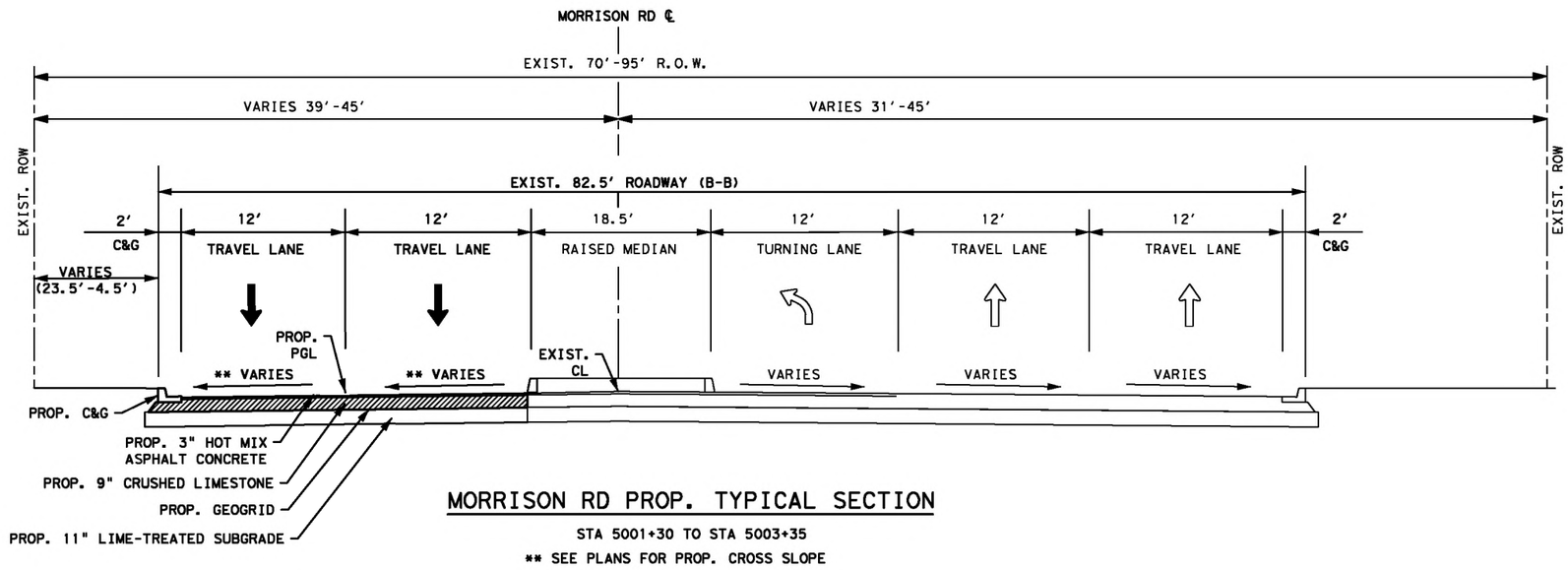
SHEET 1 OF 2 SHEETS
SHT NO. 6



MORRISON RD PROP. TYPICAL SECTION

STA 5003+85 TO STA 5005+44
STA 5003+35 TO STA 5003+85 (TRANSITION)

** SEE PLANS FOR PROP. CROSS SLOPE



MORRISON RD PROP. TYPICAL SECTION

STA 5001+30 TO STA 5003+35

** SEE PLANS FOR PROP. CROSS SLOPE

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City of BROWNSVILLE On the Border By the Sea Texas

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STAGE COACH TRAIL PROPOSED TYPICAL SECTIONS

SHEET 2 OF 2 SHEETS
SCALE: N.T.S.
SHT NO. 7

SUMMARY OF REMOVAL ITEMS

LOCATION	REMOVING CONC (DRIVEWAYS)	REMOVING CONC (CURB AND GUTTER)	REMOV STR (HEADWALL)	REMOVING CONC (SIDEWALK OR RAMP)	REMOVING STAB BASE & ASPH PAV (8"-10")	REMOV STR (SET)	REMOV STR (PIPE)	* REMOVE GROUND BOX	* REMOVE SM RD SN SUP&AM	RELOCATE PED POLE ASSEMBLY	REMOVING CONC (RIPRAP)
	SF	LF	EA	SF	SY	EA	LF	EA	EA	EA	EA
STAGE COACH	3042	184	2	513	7767	6	287	1	2	1	1
MORRISON	324	530		549	1113						
PROJECT TOTALS	3366	714	2	1062	8880	6	287	1	2	1	1

* REMOVED ITEMS SHALL BE RETURNED TO CITY OF BROWNSVILLE

SUMMARY OF ROADWAY ITEMS

LOCATION	9" LIMESTONE	LIME TRT <SUBGRADE> (11")	LIME (HYD, COM OR QK) (SLURRY)	PRIME COAT (MC-30)	RIPRAP (CONC) (4 IN)	CONC STAND UP CURB	CONC CURB & GUTTER	5' CONC VALLEY GUTTER	DRIVEWAYS (CONC)	DRIVEWAYS (ACP)	5' CONC SIDEWALK (4")	10' CONC SIDEWALK (4")	CONC APRON (8")	CURB RAMPS	SIDEWALK FLUME	D-GR HMA TY-D PG76-22	GEOGRID BASE REINFORCEMENT (TX-5)
	SY	SY	TON	GAL	SF	LF	LF	SF	SF	SF	SF	SF	SF	EA	EA	SY	SY
STAGE COACH	8716	10155	203.1	1743.12	1369		4595	2564	3087	351	10481	20661	3401	9	2	8716	9195
MORRISON	1109	1318.39	26.37	222		360	241				591					1320	1179
PROJECT TOTALS	9825	11473	229.47	1965	1369	360	4836	2564	3087	351	11072	20661	3401	9	2	10036	10374

SUMMARY OF DRAINAGE ITEMS

LOCATION	TRENCH EXCAVATION PROTECTION	RC PIPE (CL III) (12 IN)	RC PIPE (CL III) (18 IN)	RC PIPE (CL III) (24 IN)	RC PIPE (CL III) (30 IN)	RC PIPE (CL IV) (18") (SPL)	MANHOLE	CURB INLET	GRATE INLET (3FTX3FT-3FT X3FT)	GRATE INLET (4FTX4FT-4FT X4FT)	SET (TY II) (12 IN) (RCP) (4: 1) (P)
	LF	LF	LF	LF	LF	LF	EA	EA	EA	EA	EA
STAGE COACH	1871	48	465	938	468	285	1	11	1	1	4
MORRISON											
PROJECT TOTALS	1871	48	465	938	468	285	1	11	1	1	4

SUMMARY OF PAVEMENT MARKING ITEMS

LOCATION	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	REFL PAV MRK TY I (Y) (MED NOSE) (100MIL)	RE PM W/RET REQ TY I (W) 4" (BRK) (100MIL)	RE PM W/RET REQ TY I (W) 4" (SLD) (100MIL)	RE PM W/RET REQ TY I (Y) 4" (BRK) (100MIL)	RE PM W/RET REQ TY I (Y) 4" (SLD) (100MIL)	REF PROF PAV MRK TY I (Y) 6" (SLD) (100MIL)	REFL PAV MRK TY I (Y) 4" (BRK) (100MIL)	PREFAB PAV MRK TY C (W) (24") (SLD)	PREFAB PAV MRK TY C (W) (ARROW)	PREFAB PAV MRK TY C (W) (WORD)	REFL PAV MRKR TY I-C	REFL PAV MRKR TY II-A-A
	LF	EA	LF	LF	LF	LF	LF	LF	LF	EA	EA	EA	EA
STAGE COACH	152			1113		5203	675	104		11	7	28	173
MORRISON	203	2	120		30	381				2	2	11	
PROJECT TOTALS	355	2	120	1113	30	5584	675	104	911	13	9	39	173

SUMMARY OF TRAFFIC SIGNAL ITEMS

LOCATION	CONDT (PVC) (SCH 40) (1")	CONDT (PVC) (SCH 40) (2")	ELEC CONDR (NO. 8) BARE	GROUND BOX TY A (122311) W/APRON	TRF SIG CBL (TY A) (12 AWG) (5 CONDR)	VEH LP DETECT (SAWCUT) (14 AWG) (BLK)
	LF	LF	LF	EA	LF	LF
STAGE COACH	50	20	30	1	50	110
MORRISON						
PROJECT TOTALS	50	20	30	1	50	110

SUMMARY OF SIGNING ITEMS

LOCATION	RELOCATE SM RD SN SUP&AM TY S80
	EA
STAGE COACH	8
MORRISON	2
PROJECT TOTALS	10

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BROWNSVILLE
City of Brownsville, Texas
On the Border, By the Sea

STATE OF TEXAS
OSCAR ARTURO GARZA
122125
LICENSED
PROFESSIONAL ENGINEER

Oscar Arturo Garza, P.E.
11/2/2023

KCI TECHNOLOGIES
Engineers
Planners
Scientists
Construction Managers
2610 North Shary Road
Mission, TX 78574
Phone: 956-271-6688
www.kci.com
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STAGE COACH TRAIL SUMMARY TABLES OF ESTIMATED QUANTITIES

SHEET NO. 8

Station	Type	Area	Volume	Factor	Adjusted Volume	Included in Mass Ordinate?	Mass Ordinate
10+00.00 R1	Excavation:					No	0
	Embankment:					No	
11+00.00 R1	Excavation:	17	32.2	1	32.2	Yes	0.2
	Embankment:	17	31.9	1	31.9	Yes	
12+00.00 R1	Excavation:	29	85.4	1	85.4	Yes	-11.8
	Embankment:	35	97.5	1	97.5	Yes	
13+00.00 R1	Excavation:	58	161.3	1	161.3	Yes	47.7
	Embankment:	20	101.8	1	101.8	Yes	
14+00.00 R1	Excavation:	80	255.4	1	255.4	Yes	247.1
	Embankment:	11	56	1	56	Yes	
15+00.00 R1	Excavation:	91	316	1	316	Yes	499.6
	Embankment:	24	63.4	1	63.4	Yes	
16+00.00 R1	Excavation:	113	378.1	1	378.1	Yes	818.8
	Embankment:	8	58.9	1	58.9	Yes	
17+00.00 R1	Excavation:	108	409.6	1	409.6	Yes	1194.6
	Embankment:	10	33.9	1	33.9	Yes	
18+00.00 R1	Excavation:	111	405.4	1	405.4	Yes	1561.7
	Embankment:	11	38.3	1	38.3	Yes	
19+00.00 R1	Excavation:	125	436.5	1	436.5	Yes	1978.6
	Embankment:	0	19.6	1	19.6	Yes	
20+00.00 R1	Excavation:	119	450.9	1	450.9	Yes	2429.5
	Embankment:	0	0	1	0	Yes	
21+00.00 R1	Excavation:	112	426.3	1	426.3	Yes	2853.4
	Embankment:	1	2.4	1	2.4	Yes	
22+00.00 R1	Excavation:	104	398.9	1	398.9	Yes	3247.5
	Embankment:	1	4.8	1	4.8	Yes	
23+00.00 R1	Excavation:	78	336.4	1	336.4	Yes	3543.6
	Embankment:	20	40.3	1	40.3	Yes	
24+00.00 R1	Excavation:	78	288.6	1	288.6	Yes	3755.5
	Embankment:	21	76.7	1	76.7	Yes	
25+00.00 R1	Excavation:	75	283.3	1	283.3	Yes	3949.1
	Embankment:	27	89.7	1	89.7	Yes	
26+00.00 R1	Excavation:	78	283.7	1	283.7	Yes	4142.1
	Embankment:	22	90.7	1	90.7	Yes	
27+00.00 R1	Excavation:	102	333.8	1	333.8	Yes	4419.5
	Embankment:	9	56.4	1	56.4	Yes	
28+00.00 R1	Excavation:	104	381.3	1	381.3	Yes	4767.5
	Embankment:	9	33.3	1	33.3	Yes	
29+00.00 R1	Excavation:	128	428.6	1	428.6	Yes	5177.6
	Embankment:	1	18.5	1	18.5	Yes	
30+00.00 R1	Excavation:	135	486.5	1	486.5	Yes	5661.8
	Embankment:	0	2.2	1	2.2	Yes	
31+00.00 R1	Excavation:	129	489.8	1	489.8	Yes	6145.7
	Embankment:	3	6	1	6	Yes	
32+00.00 R1	Excavation:	135	490.1	1	490.1	Yes	6615.4
	Embankment:	8	20.4	1	20.4	Yes	
33+00.00 R1	Excavation:	99	434	1	434	Yes	7034.5
	Embankment:	0	14.9	1	14.9	Yes	
33+48.93 R1	Excavation:	0	89.9	1	89.9	Yes	7124.4
	Embankment:	0	0	1	0	Yes	

Totals:	STAGE COACH TRAIL			
	Excavation:	8081.9	8081.9	Yes
	Embankment:	957.6	957.6	Yes
	MORRISON RD			
	Excavation:	0	0	
	Embankment:	120	120	

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CITY OF BROWNSVILLE
On the Border By the Sea
TEXAS

STATE OF TEXAS
OSCAR ARTURO GARZA
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STAGE COACH TRAIL EARTHWORK QUANTITIES

SHEET 1 OF 1 SHEETS

SHT NO. 9

GENERAL CONSTRUCTION NOTES

1. PRIOR TO BEGINNING CONSTRUCTION, THE OWNER OR HIS AUTHORIZED REPRESENTATIVE SHALL SCHEDULE A PRECONSTRUCTION CONFERENCE BETWEEN THE CONSULTING ENGINEER, CONTRACTOR, PUBLIC UTILITIES BOARD, AND ALL OTHER AFFECTED PARTIES.

2. CONTRACTOR TO KEEP PUBLIC ROADS OPEN AT ALL TIMES. AREA USED FOR CONTRACTOR'S PERSONNEL PARKING, MATERIAL STORAGE, STOCKPILE, MATERIAL FABRICATION, AND RELATED CONSTRUCTION USES ARE NOT TO INTERFERE WITH NORMAL TRAFFIC.

3. CONTRACTOR TO GIVE NOTICE IN WRITING TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES AFFECTED BY HIS OPERATIONS PRIOR TO COMMENCEMENT OF WORK.

4. CONTRACTOR TO ASSURE HIMSELF THAT ALL CONSTRUCTION PERMITS HAVE BEEN OBTAINED PRIOR TO COMMENCEMENT OF WORK. REQUIRED PERMITS THAT CAN BE ISSUED ONLY TO CONTRACTOR TO BE OBTAINED AT HIS EXPENSE. NO SEPARATE PAY.

5. UTILITY NOTE: THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THESE PLANS ARE BASED UPON RECORD INFORMATION ONLY, AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THE ENGINEER. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION, HORIZONTAL AND VERTICAL OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE CAUSED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES, EXISTING OR ABANDONED. NO SEPARATE PAY.

6. THROUGHOUT THE CONSTRUCTION, AND AT THE COMPLETION OF CONSTRUCTION, THE CONTRACTOR IS TO ASSURE THAT DRAINAGE OF STORM WATER RUNOFF IS NOT BLOCKED. MAINTAIN DRAINAGE OF SITE DURING ALL PHASES OF CONSTRUCTION. DO NOT BLOCK DRAINAGE FROM ADJACENT AREAS NOR ADD FLOW TO ADJACENT AREAS.

7. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES AND THE CITY ENGINEER 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION IN A PARTICULAR AREA. ALL WATER VALVES AND COVERS, MANHOLE TOPS & SANITARY SEWER CLEAN OUTS, ENCOUNTERED WITHIN THE PAVEMENT AREA (WHETHER SHOWN ON THE PLANS OR NOT) ARE TO BE ADJUSTED TO FINAL PAVEMENT GRADE. NO SEPARATE PAY. THIS ITEM SHALL BE SUBSIDIARY TO THE PAVEMENT WORK.

8. DAMAGES DONE TO EXISTING UTILITIES, POWER POLES, FENCES, SIGNS, MAILBOXES, DRIVEWAYS, CULVERTS, PAVEMENT, DRAINAGE SYSTEMS, ETC., SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER. DRIVEWAYS SHALL BE REPAIRED ON A LIKE FOR LIKE BASIS.

9. ALL ABANDONED CARS SHALL BE REMOVED FROM THE CONSTRUCTION AREA. CONTRACTOR MUST FILE APPROPRIATE COMPLAINTS WITH THE POLICE DEPARTMENT TO HAVE THE POLICE DEPARTMENT REMOVE THE CARS.

10. THE CONTRACTOR SHALL HAVE A PERSON ON CALL 24 HOURS A DAY TO TAKE CARE OF MAINTENANCE ITEMS-CONSTRUCTION AREA, SIGNS ETC. THIS PERSON SHALL HAVE AUTHORITY TO ACT ON BEHALF OF THE CONTRACTOR IN EMERGENCY CONDITIONS. THE PERSON SHALL BE STATIONED CLOSE ENOUGH TO BE ON SITE WITHIN 1/2 HOUR OF NOTIFICATION. THE PERSON SHALL BE IDENTIFIED IN WRITING PRIOR TO THE START OF CONSTRUCTION. THE ON-SITE REPRESENTATIVE SHALL HAVE ACCESS TO ALL EQUIPMENT AND MATERIAL AND HAVE FULL AUTHORITY NECESSARY TO CORRECT ANY PROBLEMS. DEFICIENCIES, OR EMERGENCIES WHICH MAY ARISE. DURING NON-WORKING HOURS, AND DURING THE ABSENCE OF THE SUPERINTENDENT.

11. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL RESIDENCES ALONG THE STREET DURING CONSTRUCTION.

12. ALL EXISTING MAILBOXES WITHIN THE PROPOSED IMPROVEMENT AREAS ARE TO BE RELOCATED ONE FOOT BEHIND THE PROPOSED EDGE OF PAVEMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT MAILBOXES ARE NOT DAMAGED DURING CONSTRUCTION OR RELOCATION. MAILBOXES WILL BE TEMPORARILY RELOCATED AS REQUIRED BY THE US POSTAL SERVICE FOR THE DURATION OF CONSTRUCTION.

13. EXCESS SPOIL PRODUCED DURING PREPARATION OF THE SUB-GRADE SHALL BE PLACED SPREAD AND COMPACTED ON-SITE IN AREAS AS INSTRUCTED BY THE ENGINEER TO ACHIEVE ADEQUATE LOT GRADING. ANY UNUSABLE MATERIAL WILL BECOME THE PROPERTY OF THE CONTRACTOR TO BE PROPERLY DISPOSED OF AT HIS EXPENSE OR TO HIS ADVANTAGE. HIS EXPENSE OR TO HIS ADVANTAGE.

14. DRIVEWAYS ARE TO BE SLOPED FROM THE EDGE OF PAVEMENT TO MATCH EXISTING DRIVEWAY PROVIDED THE CHANGE IN SLOPE DOES NOT EXCEED 10:1. THE CONTRACTOR SHALL OBTAIN WRITTEN PERMISSION PRIOR TO INSTALLING DRIVEWAY INTO PRIVATE PROPERTY. IN THE CASE THAT THE GRADES DID NOT CHANGE FOR THE RECONSTRUCTION OF THE STREET, THE 2' CUT OF DRIVEWAYS AND SIDEWALK (BEHIND CURB) SHALL BE SUBSIDIARY TO CURB ITEM. IF THERE IS A SIGNIFICANT CHANGE IN GRADE, CONTRACTOR SHALL GET VERBAL PERMISSION FROM THE INSPECTOR PRIOR TO REMOVAL OR SAW CUTTING.

15. THE CONTRACTOR WILL PROVIDE HIS OWN CONSTRUCTION STAKING.

16. CONTRACTOR TO MATCH EXISTING PAVEMENT, SIDEWALK RAMPS AND CURB & GUTTER PAVEMENT OR ANY OTHER IMPROVEMENTS WHERE APPLICABLE.

17. ALL CONCRETE AND ASPHALT DRIVEWAYS ADJUSTED, DAMAGED, OR REPLACED DURING CONSTRUCTION MUST BE SAW-CUT AT A STRAIGHT, NEAT LINE, BEFORE REPAIRING.

18. ABANDONED LINES FOUND DURING CONSTRUCTION SHALL BE REMOVED. NO SEPARATE PAY. THIS WORK SHALL BE SUBSIDIARY TO THE PAVEMENT WORK.

19. THE CONTRACTOR SHALL PLACE BARRICADES, FLAG-MEN, ETC. ON THIS PROJECT IN COMPLIANCE WITH THE PROCEDURE OUTLINED IN THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS." (PART IV TRAFFIC CONTROLS FOR STREET AND HIGHWAY CONSTRUCTION AND MAINTENANCE OPERATIONS, LATEST REVISION). UPON COMPLETION OF THE WORK, ALL SIGNS SHALL BE REMOVED BY THE CONTRACTOR.

20. REFERENCE POINTS: THE ENGINEER WILL ESTABLISH HORIZONTAL AND VERTICAL CONTROLS ONLY (REFERENCE POINTS AND BENCHMARKS AS SHOWN ON THE CONSTRUCTION PLANS. THE CONTRACTOR MUST NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO STARTING WORK ON ANY SECTION OR PART OF THE WORK WHERE CONTROLS HAVE NOT BEEN ESTABLISHED OR ARE NOT IDENTIFIABLE OR VISIBLE TO THE CONTRACTOR. THE ENGINEER WILL UPON SUCH ADVANCE REPLACE ANY CONTROLS POINTS THAT HAVE BEEN DESTROYED BY OTHERS PRIOR TO BEGINNING OF CONTRACTORS OPERATIONS. AFTER CONTROL POINTS ARE ESTABLISHED AND / OR IDENTIFIED AS OUTLINED ABOVE, MAINTENANCE OF SUCH CONTROL POINTS SHALL BE RESPONSIBILITY OF THE CONTRACTOR. ANY RE-STAKING REQUIRED FOR ANY REASON THEREAFTER SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR WILL PROVIDE ALL OTHER CONSTRUCTION STAKING (CUT STAKES, BLUE TOPPING, INTERMEDIATE STRING LINE CONTROL, ETC.) REQUIRED TO VERIFY GRADES, DEPTHS THICKNESSES, AND ALIGNMENT OF THE VARIOUS ITEMS OF CONSTRUCTION.

21. CONCRETE CURB AND GUTTER, PIPE (WHICH IS DETERMINED BY THE RESIDENT INSPECTOR TO BE UNUSABLE) STRUCTURES, ETC. WHICH MUST BE REMOVED IN ORDER TO CONSTRUCT THE PROPOSED IMPROVEMENTS WILL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED AND PROPERLY DISPOSED OF AT HIS EXPENSE. THIS WORK SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS IN THE CONTRACT.

22. ALL WATER VALVES AND COVERS, MANHOLE TOPS AND SANITARY SEWER CLEAN OUTS, ENCOUNTERED WITHIN THE PAVEMENT AREA (WHETHER SHOWN ON THE PLANS OR NOT) ARE TO BE RAISED TO FINAL PAVEMENT GRADE. PAYMENT FOR SUCH WORK WILL BE SUBSIDIARY TO THE PAVEMENT BID ITEMS PROVIDED.

23. EXISTING UTILITIES: THE CONTRACTORS OPERATIONS MUST BE CONDUCTED TO PREVENT UNNECESSARY INTERFERENCE WITH ANY EXISTING UTILITY SYSTEM. IF THE CONTRACTOR'S WORK REQUIRES INTERRUPTION, THE CONTRACTOR MUST COORDINATE WITH UTILITY COMPANIES EFFECTED 48 HOURS IN ADVANCE.

24. MATERIALS CERTIFICATION AND TESTING: CONTRACTOR SHALL PROVIDE SUPPLIERS CERTIFICATION FOR ALL PROJECT MATERIALS CONCRETE, LIME, CALICHE BASE MATERIAL, PRE-CAST INLETS, PIPES, ETC. THAT SUCH MATERIALS DO MEET PROJECT SPECIFICATIONS PRIOR TO DELIVERY ON-SITE. CONTRACTOR SHALL PROVIDE HOT MIX ASPHALTIC CONCRETE DESIGN FROM A REPUTABLE COMMERCIAL TESTING LABORATORY OWNER WILL PROVIDE ALL ON-SITE TESTING OF MATERIALS AND FIELD DENSITIES. ANY RE-TESTING DUE TO FAILURE OF INITIAL TESTING WILL BE CHARGED TO THE CONTRACTOR.

25. STANDARD WORK HOURS: THE STANDARD WORK HOURS FOR THE OWNER IS 8:00 AM TO 5:00 PM, MONDAY THROUGH FRIDAY. SHOULD THE CONTRACTOR ELECT TO WORK ON SATURDAY OR SUNDAYS, HE SHALL BE RESPONSIBLE FOR PAYING OVERTIME CHARGES FOR THE OWNERS PERSONNEL INVOLVED. THESE CHARGES WILL BE AT COST AND WILL BE CALCULATED EITHER AT TIME AND A HALF OR DOUBLE TIME, AS APPLICABLE TO THE PARTICULAR DAY BEING WORKED. PRE-APPROVAL SHALL BE OBTAINED FROM THE ENGINEER OR ENGINEER'S REPRESENTATIVE BY COMPLETING AND SIGNING A OWNER'S FORM ENTITLED "CONSTRUCTION INSPECTORS OVERTIME COMPENSATION AUTHORIZATION", PRIOR TO COMMENCING ANY OVERTIME WORK.

26. ANY WORK DONE OUTSIDE THE STANDARD WORKDAY, WITHOUT PRIOR AUTHORIZATION, SHALL BE CONSIDERED UNDER UNAUTHORIZED WORK. THE CONTRACTOR IS REQUIRED TO PAY THE OVERTIME WAGES OF THE OWNER INSPECTORS THAT WORK OVERTIME MONDAYS THROUGH FRIDAYS AT TIME IN A HALF. THE CONTRACTOR IS RESPONSIBLE FOR THE OVERTIME WAGES OF THE OWNER INSPECTORS THAT WORK HOLIDAYS AT DOUBLE TIME. MINIMUM HOURS WILL BE BILLED TO CONTRACTOR FOR CALL OUTS OR FOR INSUFFICIENT NOTICE OF TWO (2) HOURS.

27. INDEMNIFICATION
TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER, ENGINEER, ENGINEER'S SUBCONSULTANTS AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND OTHER CONSULTANTS OF EACH AND ANY OF THEM FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OR ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) CAUSED BY, ARISING OUT OF, OR RESULTING FROM, THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS OR DAMAGE: (I) IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND (II) IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR, ANY SUPPLIER, ANY PERSON, OR ORGANIZATION DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM TO PERFORM OR FURNISH ANY OF THE WORK, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY ANY NEGLIGENCE OR OMISSION OF A PERSON OR ENTITY INDEMNIFIED HEREUNDER OR WHETHER LIABILITY IS IMPOSED UPON SUCH INDEMNIFIED PARTY BY LAWS AND REGULATIONS REGARDLESS OF THE NEGLIGENCE OF ANY SUCH PERSON OR ENTITY. CLAIMS, COSTS, LOSSES, DAMAGES, SUITS AND CAUSES OF ACTION, AND ANY AND ALL LIABILITY, COSTS, EXPENSES, SETTLEMENTS, DAMAGES, AND JUDGMENTS INCURRED IN CONNECTION THEREWITH (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT OR ARBITRATION OR OTHER DISPUTES RESOLUTION COSTS) WHETHER ARISING IN EQUITY, AT COMMON LAW, OR BY STATUTE, INCLUDING THE TEXAS DECEPTIVE TRADE PRACTICES ACTOR SIMILAR STATUTE OF OTHER JURISDICTIONS, OR UNDER THE LAW OF CONTRACTS, TORTS (INCLUDING WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY WITHOUT REGARD TO FAULT) OR PROPERTY, OF EVERY KIND OR CHARACTER... (III) IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION, OTHER FAULT, BREACH OF CONTRACT OR WARRANTY, VIOLATION OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT, OR STRICT LIABILITY WITHOUT REGARD TO FAULT OF CONTRACTOR... REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY ANY NEGLIGENCE OR OMISSION, OTHER FAULT, BREACH OF CONTRACT OR WARRANTY, VIOLATION OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT, OR STRICT LIABILITY WITHOUT REGARD TO FAULT OF A PERSON OR ENTITY INDEMNIFIED HEREUNDER... CONTRACTOR'S OBLIGATIONS OF INDEMNIFICATION UNDER THIS PARAGRAPH 6.20.1 SHALL NOT BE LIMITED BY THE AMOUNT OF ANY INSURANCE.

28. TEMPORARY TRAFFIC CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH TXDOT SPECTIFICATIONS. CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH SPECIFICATION 01 55 26 TRAFFIC CONTROL AND REGULATION FOR APPROVAL BY THE OWNER, PRIOR TO CONSTRUCTION. THE TRAFFIC CONTROL PLAN SHALL BE PREPARED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS. ALL TRAFFIC CONTROL / TRAFFIC SAFETY SHALL BE IN ACCORDANCE WITH THE LATEST MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) CRITERIA.

29. AS BUILT DRAWINGS: THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING A SET OF AS-BUILT PLANS SHOWING NOTES TO ANY CHANGES TO THE DESIGN PLANS. THIS INFORMATION, SIGNED BY ALL INSPECTORS, WILL BE SUBMITED TO THE ENGINEER AT THE END OF CONSTRUCTION. THE PROJECT'S FINAL ACCEPTANCE AND FINAL PAYMENT WILL NOT BE APPROVED UNTIL THE CONTRACTOR HAS SUBMITTED THE REQUIRED INFORMATION NEEDED BY THE ENGINEER FOR AS-BUILT DRAWINGS.

30. IN ACCORDANCE WITH THE UNDERGROUND FACILITY DAMAGE PREVENTION ACT (ONE CALL BILL) THE PHONE NUMBER FOR A UTILITY CONTRACTOR IS 811. IT IS THE CONTRACTORS RESPONSIBILITY TO PLAN FOR UTILITY LOCATORS AS NEEDED.

City of BROWNSVILLE On the Border, By the Sea Texas

STATE OF TEXAS
OSCAR ARTURO GARZA
122125
LICENSED PROFESSIONAL ENGINEER

Oscar Arturo Garza, P.E.
11/2/2023

KCI TECHNOLOGIES
Engineers
Planners
Scientists
Construction Managers
2610 North Sharp Road
Mission, TX 78574
Phone: 956-271-5688
www.kci.com
TBPE Registration No. F-10579

STAGE COACH TRAIL

GENERAL NOTES

SHEET NO. 10

DATE: 11/2/2023 2:45:15 PM
FILE:

CONCRETE MIX DESIGN

1. CLARIFICATION: ALL CONCRETE USED ON THIS PROJECT SHALL CONTAIN A MINIMUM 4.5 SACKS OF CEMENTITIOUS MATERIAL PER CUBIC YARD OF CONCRETE. THE CEMENTITIOUS MATERIAL SHALL BE PORTLAND CEMENT OR A BLEND OF PORTLAND CEMENT AND FLY ASH. THE PERCENTAGE OF FLY ASH IN THE CEMENTITIOUS MATERIAL SHALL NOT EXCEED 23%. ALL CONCRETE USED SHALL MEET THE ABOVE SPECIFICATION AND SHALL ALSO CONTAIN 1.5 POUNDS OF FIBER MESH PER CUBIC YARD.

2. ALL EXPOSED CONCRETE SURFACES SHALL BE TREATED WITH CURING COMPOUND RESIN BASE ASTM C 309 TYPE 2 WITH PIGMENTED TINT OF FUGITIVE DYE.

3. IN ADDITION TO THE ABOVE REQUIREMENTS, ALL CONCRETE SHALL TEST TO A MINIMUM 3000 PSI COMPRESSIVE STRENGTH AT 28 DAYS. (OR AS SHOWN ON PLANS).

4. EXPANSION JOINTS WILL BE PLACED AT CURB RETURNS, INLETS AND AT THE END OF EACH POUR WITH INTERVALS NOT TO EXCEED 40 FT. JOINTS SHALL CONSIST OF 1/2" PRE-MOLDED EXPANSION JOINT MATERIAL WITH 3, 36" X 1/2" DOWELS, ONE END GREASED AND WRAPPED. CARE MUST BE TAKEN THAT DOWELS ARE STRAIGHT AND LAID PARALLEL WITH CURB AND NO CONCRETE PLUGS OR OTHER MATERIAL BE ALLOWED THROUGH THE DOWEL HOLES OR EXPANSION MATERIAL WHICH WOULD PREVENT THE JOINT FROM OPERATION AS AN EXPANSION JOINT. EXPANSION JOINT MATERIALS SHALL BE PRE-MOLDED ASPHALT IMPREGNATED EXPANSION JOINT MATERIAL CONFORMING WITH ASTM D 994 (NOT WOOD FIBER TYPE)

5. DUMMY JOINTS SHALL BE 2" DEEP AND PLACED AT MAXIMUM 10 FT. INTERVALS.

6. WHEN CONNECTING TO EXISTING CURB AND GUTTER, THE CONTRACTOR SHALL DRILL AND DOWEL TWO, # 6 X 16" TIE BARS A MINIMUM OF 6" DEEP INTO EXISTING CURB AND GUTTER SECTION

PAVING NOTES:

CRUSHED LIMESTONE:

THE CRUSHED LIMESTONE MATERIALS SHALL BE AS SPECIFIED BY "ITEM 247 FLEXIBLE BASE." TEXAS DEPARTMENT OF TRANSPORTATION, 1993 STANDARD SPECIFICATION FOR CONSTRUCTION OF HIGHWAYS, STREETS, AND BRIDGES SHALL MEET THE REQUIREMENTS AS FOLLOWS:

* TYPE A MATERIAL SHALL BE CRUSHED STONE PRODUCED FROM OVERSIZE QUARRIED AGGREGATE, SIZED BY CRUSHING AND PRODUCED FROM A NATURALLY OCCURRING SINGLE SOURCE. CRUSHED GRAVEL OR UNCRUSHED GRAVEL SHALL NOT BE ACCEPTABLE FOR TYPE A MATERIAL. NO BLENDING OF SOURCES AND/OR ADDITIVE MATERIALS WILL BE ALLOWED IN TYPE A MATERIAL.

* TRIAXIAL CLASS 1: MINIMUM COMPRESSIVE STRENGTH, 45 AT OPSI LATERAL PRESSURE AND 175 AT 15 PSI LATERAL PRESSURE.

RETAINED ON SQUARE SIEVE NUMBER	
RETAINED	PERCENT
1-3/4" (44 MM)	0
7/8" (22.23 MM)	10-35
3/8" (9.5 MM)	30-50
NUMBER 4 (4.75 MM)	45-65
NUMBER 40 (0.425 MM)	70-85

MATERIAL PASSING THE NUMBER 40 SIEVE SHALL BE KNOWN AS "BINDER MATERIAL" AND SHALL MEET THE FOLLOWING REQUIREMENTS:

MAXIMUM LIQUID LIMIT (LL)	=	35
MAXIMUM PLASTICITY INDEX (PI)	=	10
WET BALL MILL (MAX)	=	40
CALIFORNIA BEARING RATIO (MIN)	=	100

ALL AGGREGATE RETAINED ON THE NUMBER 10 SIEVE SHALL BE COMPRISED OF ONLY CRUSHED LIMESTONE.

THE CONTRACTOR SHALL NOT PLACE CRUSHED LIMESTONE ON THE ROAD BED UNTIL THE ENGINEER HAS ACCEPTED THE SHAPED AND COMPACTED SUBGRADE.

THE CONTRACTOR MUST MAINTAIN THE ROAD BED FREE OF HOLES, RUTS AND DEPRESSIONS AND IN CONDITION TO RECEIVE THE CRUSHED LIMESTONE.

THE CONTRACTOR UPON REQUEST SHALL PROVIDE CERTIFICATION THAT THE MATERIAL SUPPLIED MEETS THE ABOVE REQUIREMENTS PRIOR TO DELIVERY TO THE JOB SITE. SAMPLES FOR TESTING OF THE MATERIAL MUST BE TAKEN PRIOR TO THE COMPACTION OPERATIONS.

CALICHE FLEXIBLE BASE:

CALICHE MATERIALS SHALL BE AS SPECIFIED BY "ITEM 247 FLEXIBLE BASE GRADE 2." TEXAS DEPARTMENT OF TRANSPORTATION, 2004 STANDARD SPECIFICATION FOR CONSTRUCTION OF HIGHWAYS, STREETS, AND BRIDGES SHALL MEET THE REQUIREMENTS AS FOLLOWS:

* MINIMUM OF 50 CBR SHALL BE ACHIEVED.

RETAINED ON SQUARE SIEVE NUMBER	
RETAINED	PERCENT
1/2"	0
1 3/4"	0-10
NUMBER 4	45-75
NUMBER 40	60-80

MATERIAL PASSING THE NUMBER 40 SIEVE SHALL BE KNOWN AS "BINDER MATERIAL" AND SHALL MEET THE FOLLOWING REQUIREMENTS:

MAXIMUM LIQUID LIMIT (LL)	=	40
MAXIMUM PLASTICITY INDEX (PI)	=	12
WET BALL MILL (MAX)	=	45%
WET BALL MILL (INCREASE PASSING #40 SIEVE)	=	20%

HMAC:

ACCEPTANCE, SAMPLING, AND TESTING OF BITUMINOUS MIXTURE (COMPACTION)

* EXTRACTION AND GRADATION ANALYSIS: PER 500 TONS OR TWICE DAILY WHICHEVER IS GREATER.

* DENSITY AND DEPTH TESTING: PER 500 FEET OF PAVING REPAIR. MINIMUM DENSITY ACCEPTED: 92% OF AVERAGE MAXIMUM THEORETICAL DENSITY AS DETERMINED IN ACCORDANCE WITH ASTM D 2041.

CORES OR SAWED SAMPLES TAKEN FROM THE PAVEMENT SHALL BE USED TO DETERMINE THE FIELD DENSITY. DENSITY OF THE CORED OR SAWED SAMPLES SHALL BE DETERMINED IN ACCORDANCE WITH ASTM 2725. THE SAME SPECIMEN SHALL BE USED FOR DETERMINING BOTH THE MAXIMUM THEORETICAL DENSITY AND THE FIELD DENSITY.

SPECIMENS TO BE USED FOR FIELD DENSITY DETERMINATION SHALL BE DONE USING HEAT. IF HEATING IS NECESSARY, THE SPECIMEN SHOULD BE HEATED TO THE LOWEST TEMPERATURE REQUIRED FOR PROPER PREPARATION OF THE SAMPLE; THE USE OF NUCLEAR FIELD DENSITY DETERMINATION SHALL NOT BE USED AS A BASIS FOR ACCEPTANCE WITH RESPECT TO DENSITY :

* HVEEM STABILITY SHALL NOT BE LESS THAN 30%. STABILITY TEST SHALL BE TAKEN TWICE DAILY.

* RETAINED STABILITY WHEN TESTED IN ACCORDANCE WITH ASTM D 1075 SHALL NOT BE <70%

* NO MORE THAN 2 ½" HMAC PAVEMENT SHALL BE LAID AT ANY GIVEN TIME. UNLESS APPROVAL IS OBTAINED AHEAD BY THE OWNER / ENGINEER.

* HMAC SHALL CONTAIN 100% CRUSHED LIMESTONE

* REFER TO CRUSHED LIMESTONE FELXIBLE BASE AS PER TX-DOT STANDARD

REINFORCED CONCRETE PIPE'S & CULVERT'S NOTE:

* RCP'S & CULVERT'S FABRICATION PLANTS MUST BE APPROVED BY TX-DOT. REFER TO TX-DOT SPECIFICATION STANDARDS.

DATE: 11/2/2023 2:45:18 PM
FILE:

City of BROWNSVILLE On the Border, By the Sea TEXAS

STATE OF TEXAS
OSCAR ARTURO GARZA
122125
LICENSED PROFESSIONAL ENGINEER

Oscar Arturo Garza, P.E.
11/2/2023

ENGINEERS PLANNERS SCIENTISTS CONSTRUCTION MANAGERS
KCI TECHNOLOGIES
2610 North Sharry Road
Mission, TX 78574
Phone: 956-271-6688
www.kci.com
TBPE Registration No. F-10579

STAGE COACH TRAIL

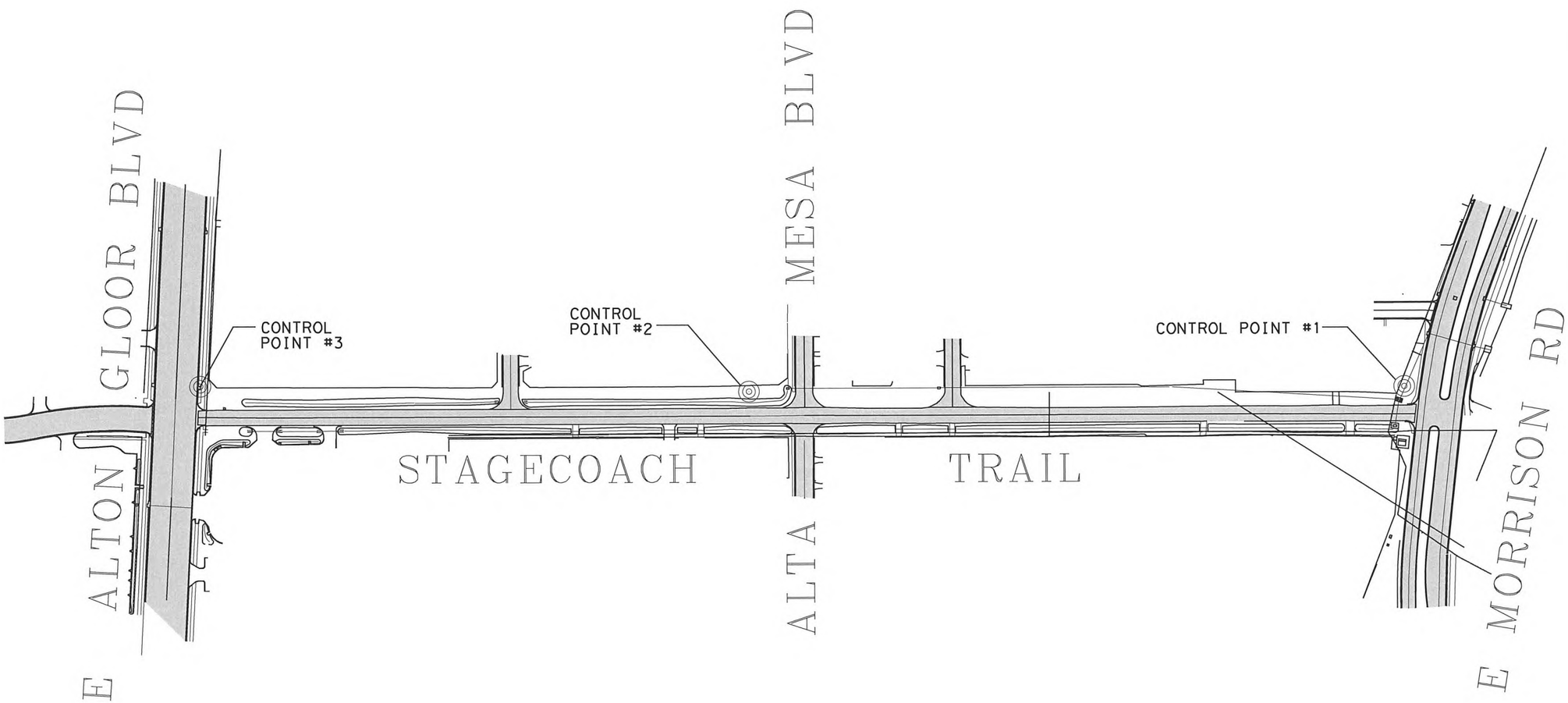
GENERAL NOTES

SHEET NO. 11

SURVEY CONTROL INDEX SHEET
STAGECOACH TRAIL

NOT TO SCALE
(N.T.S)

CONTROL POINTS (SURFACE VALUES)			
NO.	NORTHING	EASTING	ELEVATION
1	16516458.29	1313990.39	19.69
2	16517652.18	1313760.66	22.24
3	16518656.34	1313584.89	25.89



NOTES:

1. COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE 4205. ALL COORDINATES SHOWN ARE ADJUSTED TO SURFACE BY MULTIPLY BY A COMBINED ADJUSTMENT FACTOR OF 0.99996.UNITS: U.S. SURVEY FEET.

2. ALL HORIZONTAL VALUES ARE NAD83 STATE PLANE COORDINATES, TEXAS SOUTH ZONE (4205) ESTABLISHED BY STATIC ON CONTROL POINTS 1 AND RTK METHOD.

3. VERTICAL VALUES ARE REFERENCED TO NAVD88. VERTICAL VALUES ESTABLISHED BY STATIC AND CONVENTIONAL LEVEL.

4.SURFACE ADJUSTMENT FACTOR FOR CAMERON COUNTY
(4205 SOUTH ZONE) : 0.99996

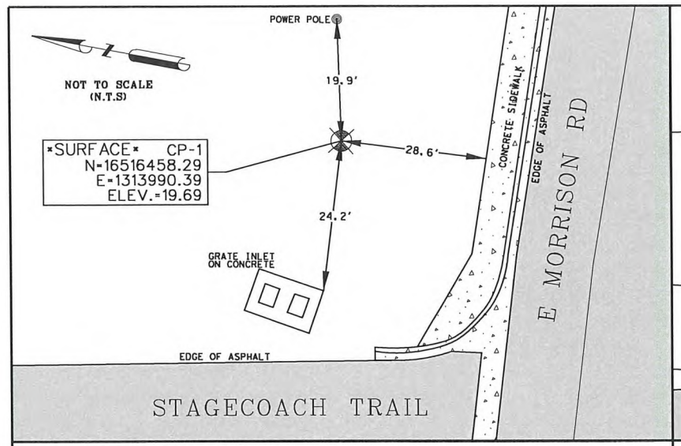
STATE OF TEXAS
REGISTERED
VICTOR H. TREVINO
6968
PROFESSIONAL
LAND SURVEYOR

1/12/23
VICTOR H.TREVINO, R.P.L.S. 6968

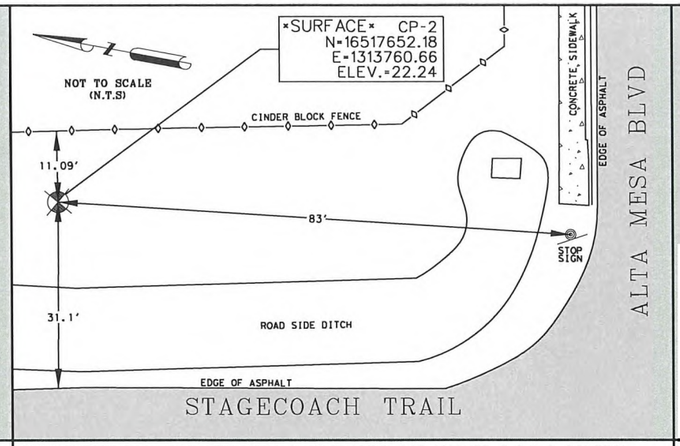
SURFACE VALUES SHOWN THROUGHOUT ALL SHEETS.

ROW SURVEYING SERVICES, LLC.
900 S. STEWART RD. SUITE 13
MISSION, TEXAS 78572
TEL.: (956) 424-3336
FAX.: (956) 424-3132
TBPLS #10193886

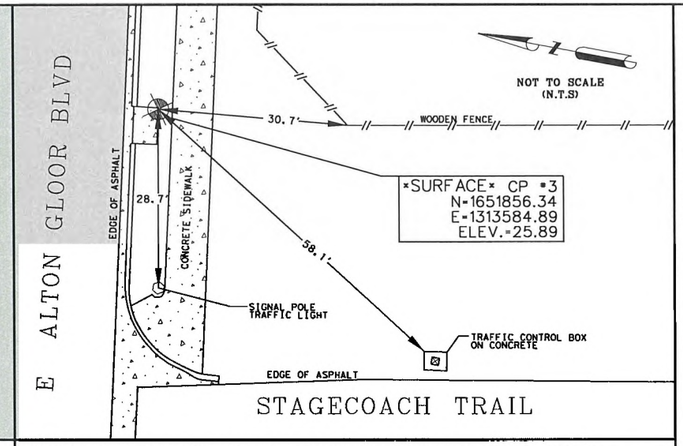
STAGECOACH TRAIL
BROWNSVILLE, TEXAS
HORIZONTAL & VERTICAL CONTROL
PAGE 1 OF 2



DESCRIPTION: 5/8" IRON ROD WITH BLUE PLASTIC CAP MARKED R.O.W.S. CONTROL SET IN CONCRETE, LOCATED ON THE NORTHEAST CORNER OF STAGECOAH TRAIL AND E MORRISON RD INTERSECITON.



DESCRIPTION: 5/8" IRON ROD WITH BLUE PLASTIC CAP MARKED R.O.W.S. CONTROL SET IN CONCRETE, LOCATED ON THE NORTHEAST CORNER OF STAGECOAH TRAIL AND ALTA MESA BLVD INTERSECITON.



DESCRIPTION: X MARK STAMPED ON CONCRETE CURB INLET, LOCATED ON THE SOUTHEAST CORNER OF STAGECOAH TRAIL AND E ALTON GLOOR BLVD INTERSECITON.

NOTES:

1. COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE 4205. ALL COORDINATES SHOWN ARE ADJUSTED TO SURFACE BY MULTIPLY BY A COMBINED ADJUSTMENT FACTOR OF 0.99996.UNITS: U.S. SURVEY FEET.

2. ALL HORIZONTAL VALUES ARE NAD83 STATE PLANE COORDINATES, TEXAS SOUTH ZONE (4205) ESTABLISHED BY STATIC ON CONTROL POINTS 1 AND RTK METHOD.

3. VERTICAL VALUES ARE REFERENCED TO NAVD88. VERTICAL VALUES ESTABLISHED BY STATIC AND CONVENTIONAL LEVEL.

4.SURFACE ADJUSTMENT FACTOR FOR CAMERON COUNTY (4205 SOUTH ZONE) : 0.99996

STATE OF TEXAS
REGISTERED
VICTOR H. TREVINO
6968
PROFESSIONAL
LAND SURVEYOR

1/12/23
VICTOR H.TREVINO, R.P.L.S. #6968

×SURFACE× VALUES SHOWN THROUGHOUT ALL SHEETS.

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MISSION, TEXAS 78572
TEL.: (956) 424-3336
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STAGECOACH TRAIL
BROWNSVILLE, TEXAS
HORIZONTAL & VERTICAL CONTROL
PAGE 2 OF 2

HORIZONTAL ALIGNMENT "HALIGN" DATA

Beginning chain HALIGN description

Point HALIGN1 N 16,516,382.7330 E 1,313,951.7573 Sta 10+00.00

Course from HALIGN1 to PC HALIGN_3 N 10° 40' 14.32" W Dist 381.5123

Curve HALIGN_3			Curve Data
P.I. Station		14+44.83	N 16,516,819.8736 E 1,313,869.3906
Delta	=	3° 10' 03.88"	(RT)
Degree	=	2° 30' 07.20"	
Tangent	=	63.3204	
Length	=	126.6086	
Radius	=	2,290.0000	
External	=	0.8753	
Long Chord	=	126.5925	
Mid. Ord.	=	0.8749	
P.C. Station		13+81.51	N 16,516,757.6481 E 1,313,881.1153
P.T. Station		15+08.12	N 16,516,882.6519 E 1,313,861.1225
C.C.			N 16,517,181.6717 E 1,316,131.5161
Back	= N	10° 40' 14.32" W	
Ahead	= N	7° 30' 10.43" W	
Chord Bear	= N	9° 05' 12.37" W	

Curve HALIGN_4			Curve Data
P.I. Station		15+71.44	N 16,516,945.4302 E 1,313,852.8543
Delta	=	3° 10' 03.88"	(LT)
Degree	=	2° 30' 07.20"	
Tangent	=	63.3204	
Length	=	126.6086	
Radius	=	2,290.0002	
External	=	0.8753	
Long Chord	=	126.5925	
Mid. Ord.	=	0.8749	
P.C. Station		15+08.12	N 16,516,882.6519 E 1,313,861.1225
P.T. Station		16+34.73	N 16,517,007.6557 E 1,313,841.1297
C.C.			N 16,516,583.6321 E 1,311,590.7287
Back	= N	7° 30' 10.43" W	
Ahead	= N	10° 40' 14.32" W	
Chord Bear	= N	9° 05' 12.37" W	

Course from PT HALIGN_4 to PC HALIGN_7 N 10° 40' 14.32" W Dist 1,192.2416

Curve HALIGN_7			Curve Data
P.I. Station		28+56.67	N 16,518,208.4668 E 1,313,614.8713
Delta	=	3° 24' 08.38"	(LT)
Degree	=	5° 43' 46.48"	
Tangent	=	29.6996	
Length	=	59.3818	
Radius	=	1,000.0000	
External	=	0.4409	
Long Chord	=	59.3731	
Mid. Ord.	=	0.4407	
P.C. Station		28+26.97	N 16,518,179.2807 E 1,313,620.3706
P.T. Station		28+86.35	N 16,518,237.2751 E 1,313,607.6496
C.C.			N 16,517,994.1176 E 1,312,637.6628
Back	= N	10° 40' 14.32" W	
Ahead	= N	14° 04' 22.70" W	
Chord Bear	= N	12° 22' 18.51" W	

HORIZONTAL ALIGNMENT "HALIGN" DATA

Curve HALIGN_8			Curve Data
P.I. Station		29+21.55	N 16,518,271.4191 E 1,313,599.0903
Delta	=	4° 01' 55.26"	(RT)
Degree	=	5° 43' 46.48"	
Tangent	=	35.2005	
Length	=	70.3719	
Radius	=	1,000.0000	
External	=	0.6193	
Long Chord	=	70.3574	
Mid. Ord.	=	0.6190	
P.C. Station		28+86.35	N 16,518,237.2751 E 1,313,607.6496
P.T. Station		29+56.72	N 16,518,306.0804 E 1,313,592.9530
C.C.			N 16,518,480.4325 E 1,314,577.6364
Back	= N	14° 04' 22.70" W	
Ahead	= N	10° 02' 27.44" W	
Chord Bear	= N	12° 03' 25.07" W	

Course from PT HALIGN_8 to HALIGN10 N 10° 02' 27.44" W Dist 392.2094

Point HALIGN10 N 16,518,692.2825 E 1,313,524.5705 Sta 33+48.93

Ending chain HALIGN description

HORIZONTAL ALIGNMENT "SUP_BL" DATA

Beginning chain SUP*BL*1 description

Point 1034 N 16,516,387.0843 E 1,313,974.8509 Sta 210+00.00

Course from 1034 to PC SUP*BL*1*3 N 10° 40' 14.32" W Dist 228.0000

Curve SUP*BL*1*3			Curve Data
P.I. Station		212+41.09	N 16,516,624.0097 E 1,313,930.2091
Delta	=	17° 43' 14.30"	(RT)
Degree	=	68° 12' 33.34"	
Tangent	=	13.0945	
Length	=	25.9798	
Radius	=	84.0000	
External	=	1.0145	
Long Chord	=	25.8764	
Mid. Ord.	=	1.0024	
P.C. Station		212+28.00	N 16,516,611.1417 E 1,313,932.6337
P.T. Station		212+53.98	N 16,516,637.0052 E 1,313,931.8163
C.C.			N 16,516,626.6954 E 1,314,015.1812
Back	= N	10° 40' 14.32" W	
Ahead	= N	7° 02' 59.99" E	
Chord Bear	= N	1° 48' 37.17" W	

Curve SUP*BL*1*4			Curve Data
P.I. Station		212+65.52	N 16,516,648.4535 E 1,313,933.2321
Delta	=	17° 43' 14.30"	(LT)
Degree	=	77° 25' 36.22"	
Tangent	=	11.5356	
Length	=	22.8870	
Radius	=	74.0000	
External	=	0.8937	
Long Chord	=	22.7959	
Mid. Ord.	=	0.8831	
P.C. Station		212+53.98	N 16,516,637.0052 E 1,313,931.8163
P.T. Station		212+76.87	N 16,516,659.7897 E 1,313,931.0961
C.C.			N 16,516,646.0876 E 1,313,858.3757
Back	= N	7° 02' 59.99" E	
Ahead	= N	10° 40' 14.32" W	
Chord Bear	= N	1° 48' 37.17" W	

Course from PT SUP*BL*1*4 to PC SUP*BL*1*7 N 10° 40' 12.35" W Dist 262.0346

DATE: 11/2/2023 2:48:08 PM
FILE:

City of BROWNSVILLE On the Border By the Sea. Texas

STATE OF TEXAS
OSCAR ARTURO GARZA
122125
LICENSED PROFESSIONAL ENGINEER

Oscar Arturo Garza, P.E.
11/2/2023

KCI TECHNOLOGIES
Engineers
Planners
Scientists
Construction Managers
2610 North Shary Road
Mission, TX 78574
Phone: 956-271-6688
www.kci.com
TBPE Registration No. F-10573

STAGE COACH TRAIL
HORIZONTAL ALIGNMENT DATA

SHEET NO. 14

SHEET 1 OF 3 SHEETS

HORIZONTAL ALIGNMENT "SUP_BL" DATA

Curve Data

Curve SUP*BL*1*7						
P.I. Station	215+57.65	N	16,516,935.7207	E	1,313,879.1074	
Delta =	25° 10′ 03.52"	(RT)				
Degree =	68° 12′ 33.34"					
Tangent =	18.7513					
Length =	36.8977					
Radius =	84.0000					
External =	2.0675					
Long Chord =	36.6018					
Mid. Ord. =	2.0178					
P.C. Station	215+38.90	N	16,516,917.2936	E	1,313,882.5794	
P.T. Station	215+75.80	N	16,516,953.8749	E	1,313,883.8014	
C.C.		N	16,516,932.8473	E	1,313,965.1269	
Back = N	10° 40′ 14.32" W					
Ahead = N	14° 29′ 49.20" E					
Chord Bear = N	1° 54′ 47.44" E					

Curve Data

Curve SUP*BL*1*8						
P.I. Station	215+92.32	N	16,516,969.8679	E	1,313,887.9365	
Delta =	25° 10′ 02.89"	(LT)				
Degree =	77° 25′ 36.22"					
Tangent =	16.5189					
Length =	32.5049					
Radius =	74.0000					
External =	1.8213					
Long Chord =	32.2442					
Mid. Ord. =	1.7776					
P.C. Station	215+75.80	N	16,516,953.8749	E	1,313,883.8014	
P.T. Station	216+08.30	N	16,516,986.1012	E	1,313,884.8779	
C.C.		N	16,516,972.3993	E	1,313,812.1575	
Back = N	14° 29′ 49.20" E					
Ahead = N	10° 40′ 13.68" W					
Chord Bear = N	1° 54′ 47.76" E					

Course from PT SUP*BL*1*8 to PC SUP*BL*1*11 N 10° 40′ 16.19" W Dist 195.4971

Curve Data

Curve SUP*BL*1*11						
P.I. Station	218+20.58	N	16,517,194.7089	E	1,313,845.5658	
Delta =	25° 33′ 21.32"	(LT)				
Degree =	77° 25′ 36.22"					
Tangent =	16.7825					
Length =	33.0066					
Radius =	74.0000					
External =	1.8792					
Long Chord =	32.7337					
Mid. Ord. =	1.8326					
P.C. Station	218+03.80	N	16,517,178.2174	E	1,313,848.6773	
P.T. Station	218+36.81	N	16,517,208.2447	E	1,313,835.6445	
C.C.		N	16,517,164.4978	E	1,313,775.9602	
Back = N	10° 41′ 03.92" W					
Ahead = N	36° 14′ 25.24" W					
Chord Bear = N	23° 27′ 44.58" W					

Curve Data

Curve SUP*BL*1*12						
P.I. Station	218+55.87	N	16,517,223.6162	E	1,313,824.3776	
Delta =	25° 33′ 59.33"	(RT)				
Degree =	68° 12′ 33.34"					
Tangent =	19.0585					
Length =	37.4824					
Radius =	84.0000					
External =	2.1349					
Long Chord =	37.1722					
Mid. Ord. =	2.0820					
P.C. Station	218+36.81	N	16,517,208.2447	E	1,313,835.6445	
P.T. Station	218+74.29	N	16,517,242.3449	E	1,313,820.8476	
C.C.		N	16,517,257.9033	E	1,313,903.3942	
Back = N	36° 14′ 25.24" W					
Ahead = N	10° 40′ 25.92" W					
Chord Bear = N	23° 27′ 25.58" W					

Course from PT SUP*BL*1*12 to PC SUP*BL*1*15 N 10° 40′ 25.92" W Dist 658.9301

HORIZONTAL ALIGNMENT "SUP_BL" DATA

Curve Data

Curve SUP*BL*1*15						
P.I. Station	225+52.31	N	16,517,908.6306	E	1,313,695.2664	
Delta =	25° 36′ 12.49"	(RT)				
Degree =	68° 12′ 33.34"					
Tangent =	19.0870					
Length =	37.5366					
Radius =	84.0000					
External =	2.1412					
Long Chord =	37.2251					
Mid. Ord. =	2.0880					
P.C. Station	225+33.22	N	16,517,889.8738	E	1,313,698.8016	
P.T. Station	225+70.76	N	16,517,927.0732	E	1,313,700.1838	
C.C.		N	16,517,905.4322	E	1,313,781.3482	
Back = N	10° 40′ 25.92" W					
Ahead = N	14° 55′ 46.57" E					
Chord Bear = N	2° 07′ 40.33" E					

Curve Data

Curve SUP*BL*1*16						
P.I. Station	225+87.57	N	16,517,943.3183	E	1,313,704.5153	
Delta =	25° 36′ 00.89"	(LT)				
Degree =	77° 25′ 36.22"					
Tangent =	16.8126					
Length =	33.0638					
Radius =	74.0000					
External =	1.8858					
Long Chord =	32.7895					
Mid. Ord. =	1.8390					
P.C. Station	225+70.76	N	16,517,927.0732	E	1,313,700.1838	
P.T. Station	226+03.82	N	16,517,959.8401	E	1,313,701.4022	
C.C.		N	16,517,946.1380	E	1,313,628.6818	
Back = N	14° 55′ 46.57" E					
Ahead = N	10° 40′ 14.32" W					
Chord Bear = N	2° 07′ 46.13" E					

Course from PT SUP*BL*1*16 to 1035 N 10° 40′ 14.32" W Dist 752.5196

Point 1035 N 16,518,699.3469 E 1,313,562.0633 Sta 233+56.34

Ending chain SUP*BL*1 description

HORIZONTAL ALIGNMENT "MORR_BL" DATA

Beginning chain MORR*BL description
Feature: Geom*Centerline

Curve Data

Curve MORR*BL*1						
P.I. Station	4999+00.89	N	16,516,356.5832	E	1,313,495.6329	
Delta =	9° 19′ 04.63"	(RT)				
Degree =	5° 31′ 36.20"					
Tangent =	84.4854					
Length =	168.5982					
Radius =	1,036.7045					
External =	3.4368					
Long Chord =	168.4124					
Mid. Ord. =	3.4255					
P.C. Station	4998+16.40	N	16,516,325.7211	E	1,313,416.9862	
P.T. Station	4999+85.00	N	16,516,374.3040	E	1,313,578.2389	
C.C.		N	16,515,360.6611	E	1,313,795.6885	
Back = N	68° 34′ 27.47" E					
Ahead = N	77° 53′ 32.10" E					
Chord Bear = N	73° 13′ 59.79" E					

Course from PT MORR*BL*1 to PC MORR*BL*4 N 78° 43′ 17.07" E Dist 15.0000

DATE: 11/2/2023 2:48:09 PM
FILE:

City of BROWNSVILLE On the Border, By the Sea TEXAS

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STAGE COACH TRAIL
HORIZONTAL ALIGNMENT DATA

HORIZONTAL ALIGNMENT "MORR_BL" DATA

Curve Data

Curve MORR*BL*4
P.I. Station = 5000+95.93 N 16,516,394.3486 E 1,313,687.3427
Delta = 6° 14′ 02.65" (RT)
Degree = 3° 15′ 08.74"
Tangent = 95.9318
Length = 191.6743
Radius = 1,761.6310
External = 2.6101
Long Chord = 191.5798
Mid. Ord. = 2.6062
P.C. Station = 5000+00.00 N 16,516,377.2377 E 1,313,592.9492
P.T. Station = 5001+91.67 N 16,516,401.1081 E 1,313,783.0361
C.C. N 16,514,643.8555 E 1,313,907.1625
Back = N 79° 43′ 31.67" E
Ahead = N 85° 57′ 34.31" E
Chord Bear = N 82° 50′ 32.99" E

Course from PT MORR*BL*4 to PC MORR*BL*7 N 85° 57′ 34.31" E Dist 183.7640

Curve Data

Curve MORR*BL*7
P.I. Station = 5005+15.28 N 16,516,423.9098 E 1,314,105.8398
Delta = 14° 51′ 17.91" (RT)
Degree = 5° 20′ 28.38"
Tangent = 139.8441
Length = 278.1197
Radius = 1,072.7103
External = 9.0770
Long Chord = 277.3414
Mid. Ord. = 9.0008
P.C. Station = 5003+75.44 N 16,516,414.0563 E 1,313,966.3433
P.T. Station = 5006+53.56 N 16,516,397.6709 E 1,314,243.2002
C.C. N 16,515,344.0122 E 1,314,041.9276
Back = N 85° 57′ 34.31" E
Ahead = S 79° 11′ 07.78" E
Chord Bear = S 86° 36′ 46.73" E

Course from PT MORR*BL*7 to 1027 S 79° 21′ 00.01" E Dist 477.6290

Point 1027 N 16,516,309.4007 E 1,314,712.6018 Sta 5011+31.19

Ending chain MORR*BL description

HORIZONTAL ALIGNMENT "SDWLK_BL" DATA

Beginning chain SDWLK*BL description
Feature: Road*Sidewalk*Front

Point 1038 N 16,516,406.5416 E 1,313,914.7081 Sta 10+00.00

Course from 1038 to PC SDWLK*BL*3 N 10° 40′ 14.32" W Dist 43.8761

Curve Data

Curve SDWLK*BL*3
P.I. Station = 10+52.26 N 16,516,457.8972 E 1,313,905.0316
Delta = 23° 40′ 23.02" (RT)
Degree = 143° 14′ 22.02"
Tangent = 8.3831
Length = 16.5269
Radius = 40.0000
External = 0.8690
Long Chord = 16.4096
Mid. Ord. = 0.8505
P.C. Station = 10+43.88 N 16,516,449.6591 E 1,313,906.5839
P.T. Station = 10+60.40 N 16,516,466.0653 E 1,313,906.9178
C.C. N 16,516,457.0656 E 1,313,945.8922
Back = N 10° 40′ 14.32" W
Ahead = N 13° 00′ 08.71" E
Chord Bear = N 1° 09′ 57.20" E

HORIZONTAL ALIGNMENT "SDWLK_BL" DATA

Curve Data

Curve SDWLK*BL*4
P.I. Station = 10+70.88 N 16,516,476.2752 E 1,313,909.2752
Delta = 23° 40′ 20.72" (LT)
Degree = 114° 35′ 29.61"
Tangent = 10.4785
Length = 20.6581
Radius = 50.0000
External = 1.0862
Long Chord = 20.5115
Mid. Ord. = 1.0631
P.C. Station = 10+60.40 N 16,516,466.0653 E 1,313,906.9178
P.T. Station = 10+81.06 N 16,516,486.5725 E 1,313,907.3350
C.C. N 16,516,477.3143 E 1,313,858.1996
Back = N 13° 00′ 06.40" E
Ahead = N 10° 40′ 14.32" W
Chord Bear = N 1° 09′ 56.04" E

Course from PT SDWLK*BL*4 to PC SDWLK*BL*7 N 10° 40′ 14.32" W Dist 2,158.1571

Curve Data

Curve SDWLK*BL*7
P.I. Station = 32+48.30 N 16,518,616.3346 E 1,313,506.0424
Delta = 29° 05′ 28.58" (LT)
Degree = 163° 42′ 08.02"
Tangent = 9.0814
Length = 17.7708
Radius = 35.0000
External = 1.1590
Long Chord = 17.5806
Mid. Ord. = 1.1218
P.C. Station = 32+39.22 N 16,518,607.4103 E 1,313,507.7239
P.T. Station = 32+56.99 N 16,518,623.3155 E 1,313,500.2339
C.C. N 16,518,600.9296 E 1,313,473.3291
Back = N 10° 40′ 14.32" W
Ahead = N 39° 45′ 42.90" W
Chord Bear = N 25° 12′ 58.61" W

Curve Data

Curve SDWLK*BL*8
P.I. Station = 32+63.79 N 16,518,628.5415 E 1,313,495.8845
Delta = 30° 20′ 36.22" (RT)
Degree = 228° 30′ 29.41"
Tangent = 6.7991
Length = 13.2789
Radius = 25.0738
External = 0.9055
Long Chord = 13.1243
Mid. Ord. = 0.8739
P.C. Station = 32+56.99 N 16,518,623.3155 E 1,313,500.2339
P.T. Station = 32+70.27 N 16,518,635.2488 E 1,313,494.7709
C.C. N 16,518,639.3554 E 1,313,519.5062
Back = N 39° 46′ 11.58" W
Ahead = N 9° 25′ 35.36" W
Chord Bear = N 24° 35′ 53.47" W

Course from PT SDWLK*BL*8 to 1039 N 10° 40′ 04.23" W Dist 24.0988

Point 1039 N 16,518,658.9310 E 1,313,490.3099 Sta 32+94.37

Ending chain SDWLK*BL description

DATE: 11/2/2023 2:48:09 PM
FILE:

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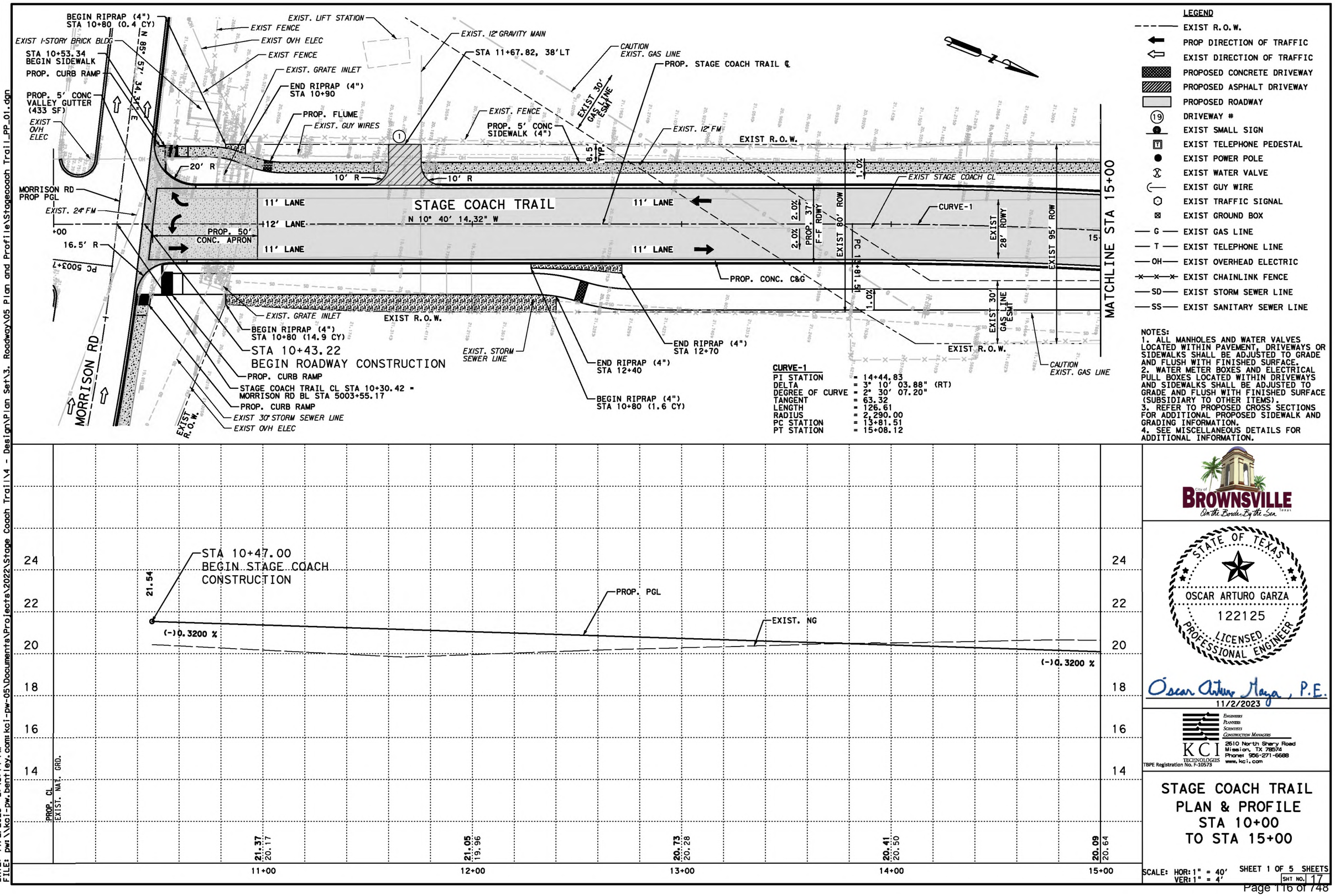
STAGE COACH TRAIL
HORIZONTAL ALIGNMENT DATA

SHEET NO. 16
SHEET 3 OF 3 SHEETS



CURVE-1

PI STATION	= 14+44.83
DELTA	= 3° 10' 03.88" (RT)
DEGREE OF CURVE	= 2° 30' 07.20"
TANGENT	= 63.32
LENGTH	= 126.61
RADIUS	= 2,290.00
PC STATION	= 13+81.51
PT STATION	= 15+08.12

LEGEND

- EXIST R.O.W.
- PROP DIRECTION OF TRAFFIC
- EXIST DIRECTION OF TRAFFIC
- PROPOSED CONCRETE DRIVEWAY
- PROPOSED ASPHALT DRIVEWAY
- PROPOSED ROADWAY
- (19) DRIVEWAY #
- EXIST SMALL SIGN
- EXIST TELEPHONE PEDESTAL
- EXIST POWER POLE
- EXIST WATER VALVE
- EXIST GUY WIRE
- EXIST TRAFFIC SIGNAL
- EXIST GROUND BOX
- G — EXIST GAS LINE
- T — EXIST TELEPHONE LINE
- OH — EXIST OVERHEAD ELECTRIC
- EXIST CHAINLINK FENCE
- SD — EXIST STORM SEWER LINE
- SS — EXIST SANITARY SEWER LINE

NOTES:
1. ALL MANHOLES AND WATER VALVES LOCATED WITHIN PAVEMENT, DRIVEWAYS OR SIDEWALKS SHALL BE ADJUSTED TO GRADE AND FLUSH WITH FINISHED SURFACE.
2. WATER METER BOXES AND ELECTRICAL PULL BOXES LOCATED WITHIN DRIVEWAYS AND SIDEWALKS SHALL BE ADJUSTED TO GRADE AND FLUSH WITH FINISHED SURFACE (SUBSIDIARY TO OTHER ITEMS).
3. REFER TO PROPOSED CROSS SECTIONS FOR ADDITIONAL PROPOSED SIDEWALK AND GRADING INFORMATION.
4. SEE MISCELLANEOUS DETAILS FOR ADDITIONAL INFORMATION.

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TBPE Registration No. F-10579

STAGE COACH TRAIL PLAN & PROFILE STA 10+00 TO STA 15+00

SCALE: HOR: 1" = 40'
VER: 1" = 4'

SHEET 1 OF 5 SHEETS
SHT NO. 17

DATE: 11/2/2023 2:48:14 PM
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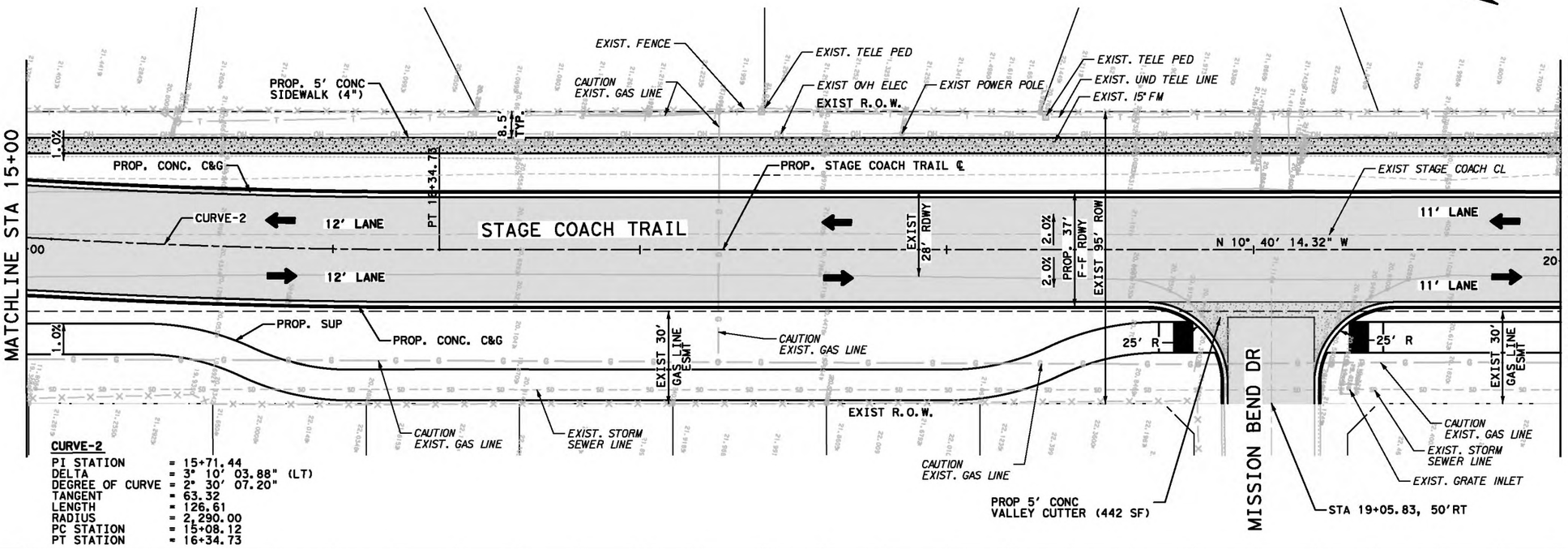
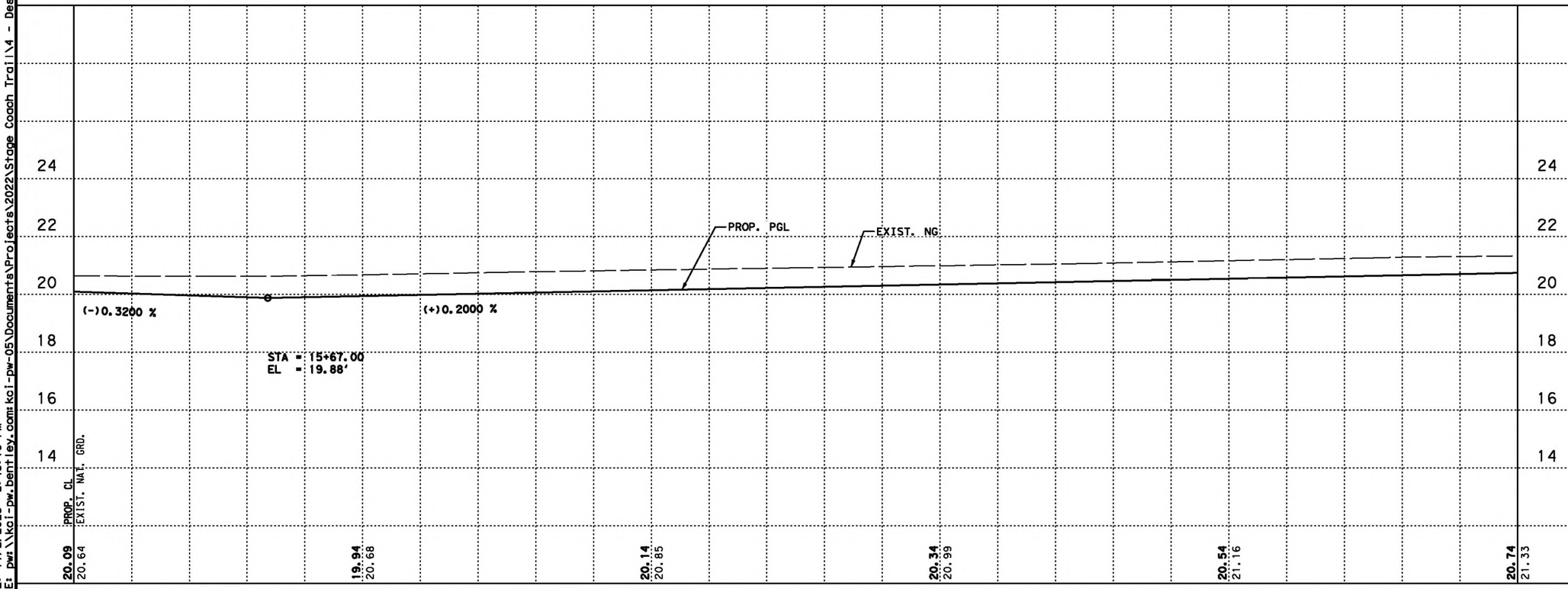


CURVE-2

PI STATION	= 15+71.44
DELTA	= 3° 10' 03.88" (LT)
DEGREE OF CURVE	= 2° 30' 07.20"
TANGENT	= 63.32
LENGTH	= 126.61
RADIUS	= 2,290.00
PC STATION	= 15+08.12
PT STATION	= 16+34.73



LEGEND

- EXIST R.O.W.
- PROP DIRECTION OF TRAFFIC
- EXIST DIRECTION OF TRAFFIC
- PROPOSED CONCRETE DRIVEWAY
- PROPOSED ASPHALT DRIVEWAY
- PROPOSED ROADWAY
- (19) DRIVEWAY #
- EXIST SMALL SIGN
- EXIST TELEPHONE PEDESTAL
- EXIST POWER POLE
- EXIST WATER VALVE
- EXIST GUY WIRE
- EXIST TRAFFIC SIGNAL
- EXIST GROUND BOX
- G — EXIST GAS LINE
- T — EXIST TELEPHONE LINE
- OH — EXIST OVERHEAD ELECTRIC
- EXIST CHAINLINK FENCE
- SD — EXIST STORM SEWER LINE
- SS — EXIST SANITARY SEWER LINE

NOTES:
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STAGE COACH TRAIL PLAN & PROFILE STA 15+00 TO STA 20+00

SCALE: HOR: 1" = 40'
VER: 1" = 4'

SHEET 2 OF 5 SHEETS
SHT NO. 18

DATE: 11/2/2023 2:48:19 PM
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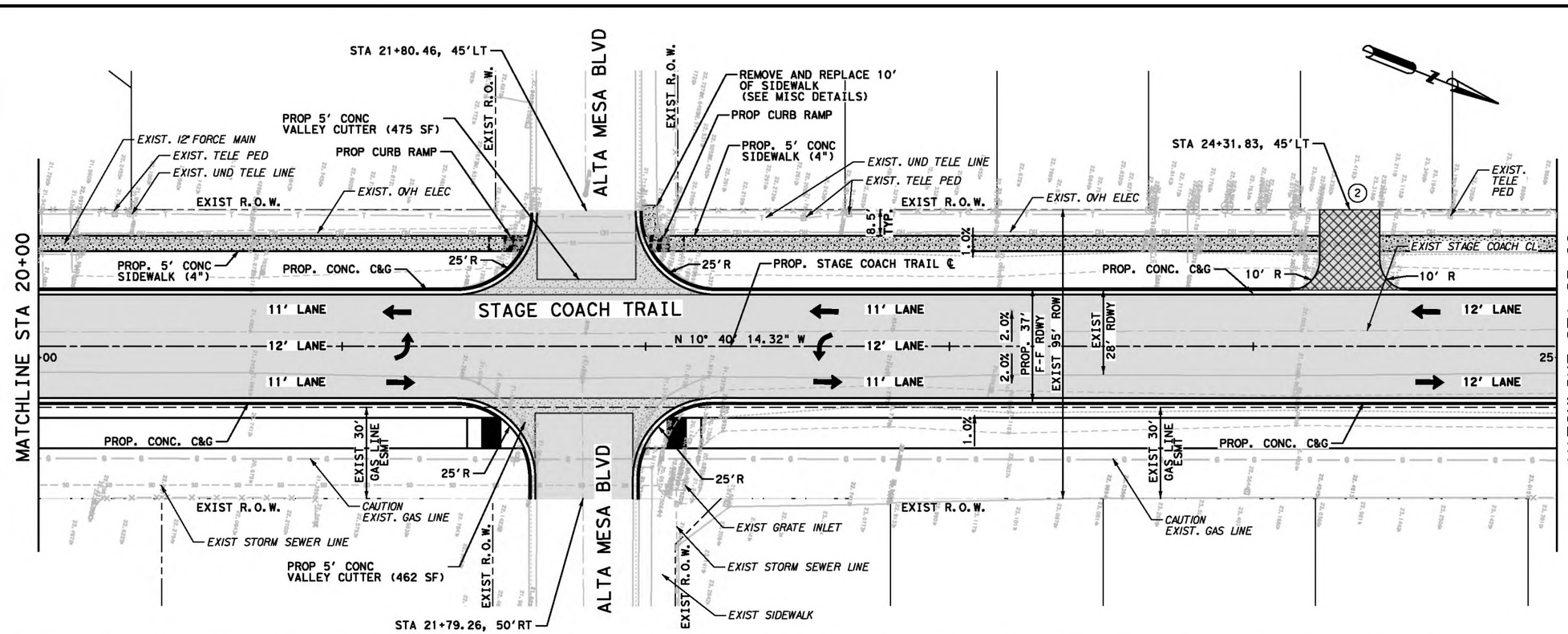

LEGEND

- EXIST R.O.W.
- PROP DIRECTION OF TRAFFIC
- EXIST DIRECTION OF TRAFFIC
- PROPOSED CONCRETE DRIVEWAY
- PROPOSED ASPHALT DRIVEWAY
- PROPOSED ROADWAY
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- EXIST SMALL SIGN
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NOTES:
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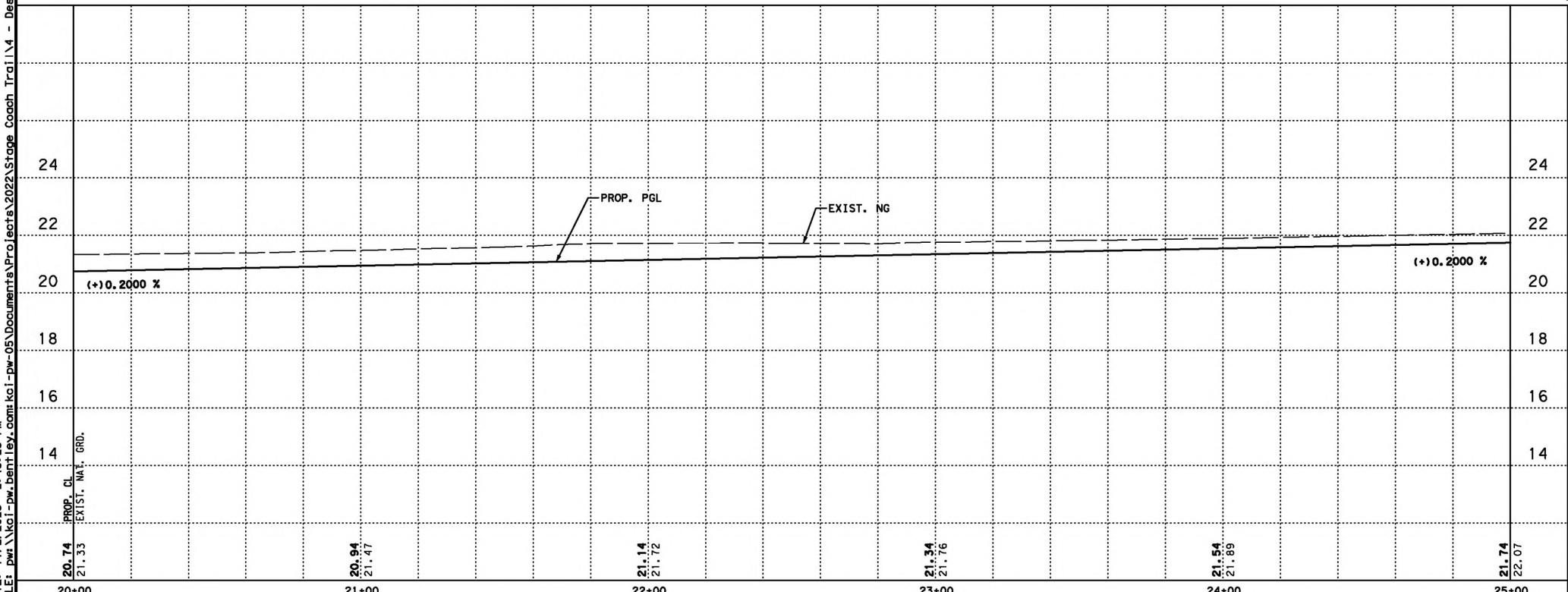

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STAGE COACH TRAIL PLAN & PROFILE STA 20+00 TO STA 25+00

SCALE: HOR: 1" = 40'
VER: 1" = 4'

SHEET 3 OF 5 SHEETS
SHT NO. 19

DATE: 11/2/2023 2:48:23 PM
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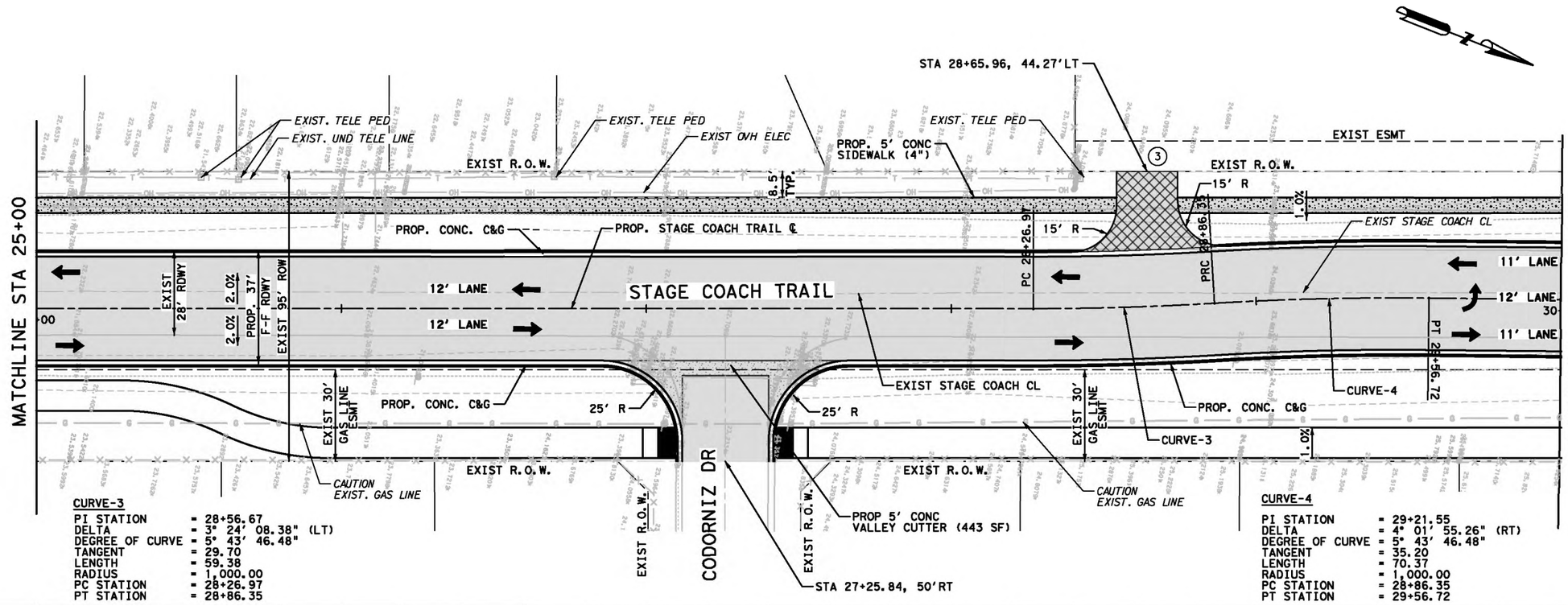

CURVE-3

PI STATION	= 28+56.67
DELTA	= 3° 24' 08.38" (LT)
DEGREE OF CURVE	= 5° 43' 46.48"
TANGENT	= 29.70
LENGTH	= 59.38
RADIUS	= 1,000.00
PC STATION	= 28+26.97
PT STATION	= 28+86.35

CURVE-4

PI STATION	= 29+21.55
DELTA	= 4° 01' 55.26" (RT)
DEGREE OF CURVE	= 5° 43' 46.48"
TANGENT	= 35.20
LENGTH	= 70.37
RADIUS	= 1,000.00
PC STATION	= 28+86.35
PT STATION	= 29+56.72

LEGEND

- EXIST R.O.W.
- PROP DIRECTION OF TRAFFIC
- EXIST DIRECTION OF TRAFFIC
- PROPOSED CONCRETE DRIVEWAY
- PROPOSED ASPHALT DRIVEWAY
- PROPOSED ROADWAY
- (19) DRIVEWAY #
- EXIST SMALL SIGN
- EXIST TELEPHONE PEDESTAL
- EXIST POWER POLE
- EXIST WATER VALVE
- EXIST GUY WIRE
- EXIST TRAFFIC SIGNAL
- EXIST GROUND BOX
- G — EXIST GAS LINE
- T — EXIST TELEPHONE LINE
- OH — EXIST OVERHEAD ELECTRIC
- EXIST CHAINLINK FENCE
- SD — EXIST STORM SEWER LINE
- SS — EXIST SANITARY SEWER LINE

NOTES:
1. ALL MANHOLES AND WATER VALVES LOCATED WITHIN PAVEMENT, DRIVEWAYS OR SIDEWALKS SHALL BE ADJUSTED TO GRADE AND FLUSH WITH FINISHED SURFACE.
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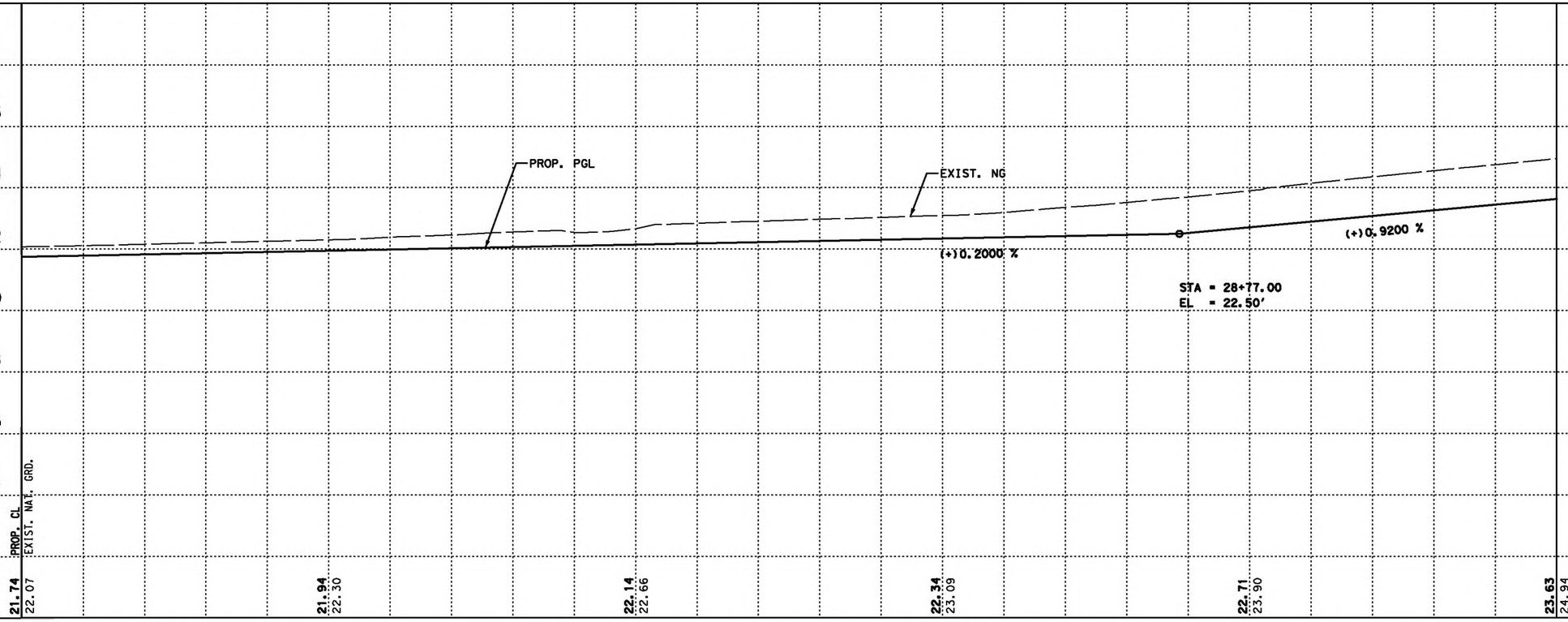
4. SEE MISCELLANEOUS DETAILS FOR ADDITIONAL INFORMATION.



BROWNSVILLE On the Border, By the Sea. Texas

STATE OF TEXAS
OSCAR ARTURO GARZA
122125
LICENSED PROFESSIONAL ENGINEER

Oscar Arturo Garza, P.E.
11/2/2023

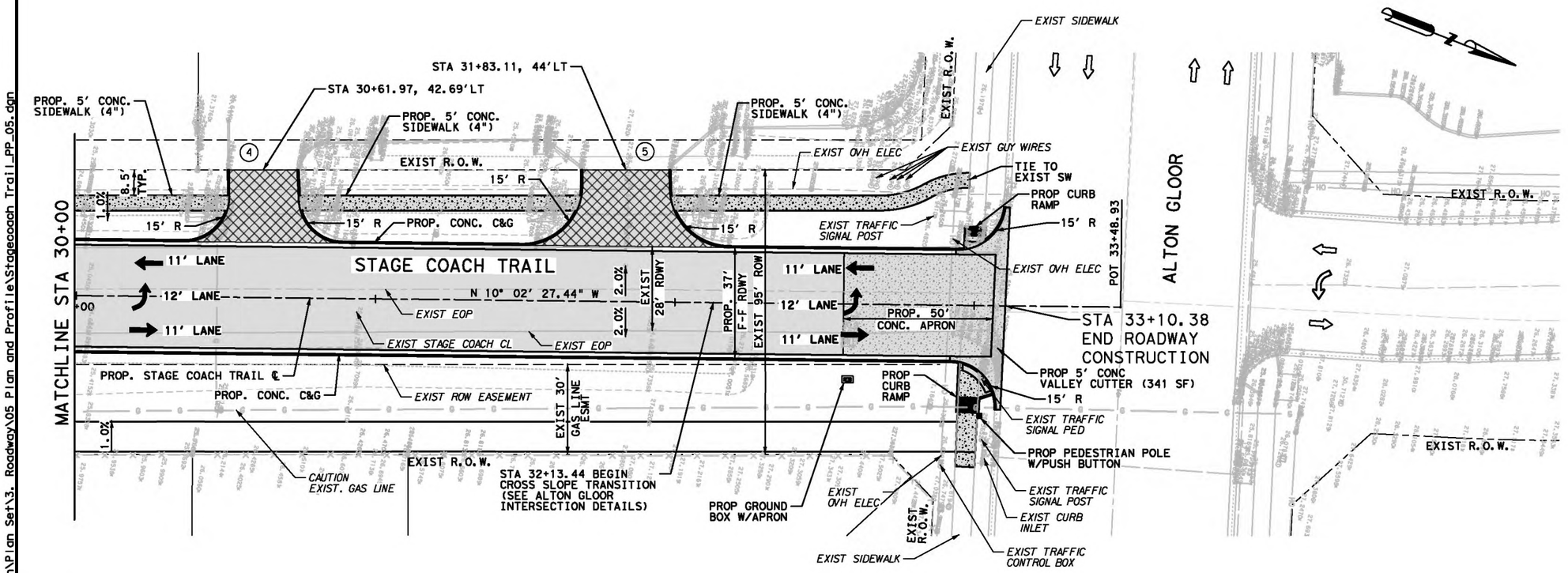
KCI TECHNOLOGIES
ENGINEERS PLANNERS SCIENTISTS CONSTRUCTION MANAGERS
2610 North Shary Road
Mission, TX 78574
Phone: 956-271-6688
www.kci.com
TBPE Registration No. F-10579

STAGE COACH TRAIL PLAN & PROFILE STA 25+00 TO STA 30+00

SCALE: HOR: 1" = 40'
VER: 1" = 4'

SHEET 4 OF 5 SHEETS
SHT NO. 20

DATE: 11/2/2023 2:48:29 PM
FILE: Dwg:\\kci-pw.bentley.com\kci-pw-05\Documents\Projects\2022\Stage Coach Trail\4 - Design\Plan Set\3. Roadway\05 Plan and Profile\Stagecoach Trail_PP_04.dgn



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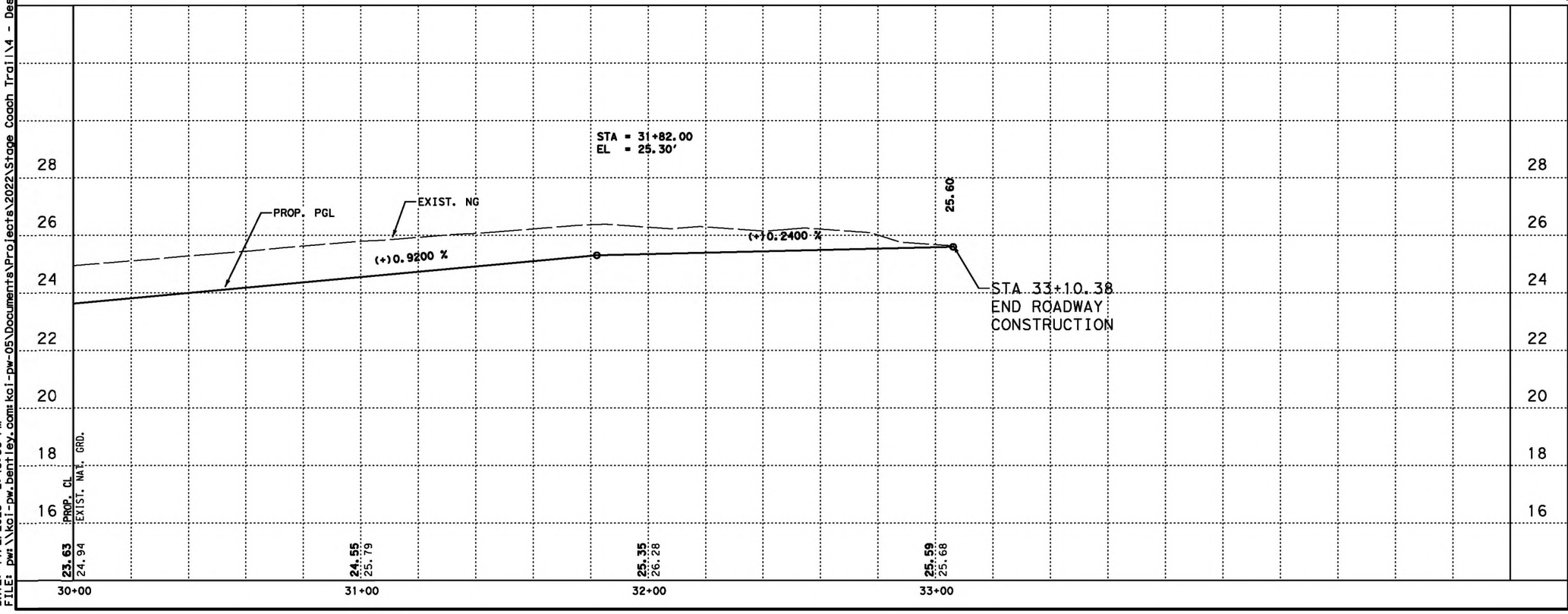

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City of BROWNSVILLE On the Border, By the Sea Texas

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www.kci.com
TBPE Registration No. F-10573

STAGE COACH TRAIL PLAN & PROFILE STA 30+00 TO END

SCALE: HOR: 1" = 40'
VER: 1" = 4'

SHEET 5 OF 5 SHEETS
SHT NO. 21

CURVE-1
PI STATION = 4999+00.89
DELTA = 9° 19' 04.63" (RT)
DEGREE OF CURVE = 5° 31' 36.20"
TANGENT = 84.49
LENGTH = 168.60
RADIUS = 1,036.70
PC STATION = 4998+16.40
PT STATION = 4999+85.00

CURVE-1
PI STATION = 5000+95.93
DELTA = 6° 14' 02.65" (RT)
DEGREE OF CURVE = 3° 15' 08.74"
TANGENT = 95.93
LENGTH = 191.67
RADIUS = 1,761.63
PC STATION = 5000+00.00
PT STATION = 5001+91.67

STA 5001+80.00
MATCH EXIST
CONC. CURB & GUTTER

STA 5001+80.00
END INCIDENTAL CONSTRUCTION
BEGIN ROADWAY CONSTRUCTION

STA 5001+30.00
BEGIN INCIDENTAL
CONSTRUCTION

MORRISON RD BL STA 5003+55.17 =
STAGE COACH TRAIL CL STA 10+30+42

PROP. STAGECOACH TRAIL ℄

EXIST 30' STORM SEWER LINE

EXIST OVH ELEC

PROP. CONC. C&G

PROP. 5' CONC. SIDEWALK (4")

EXIST. 12" FORCE MAIN

CAUTION EXIST. GAS LINE

EXIST 30' GAS LINE ESMT

EXIST FENCE

PROP. CONC. C&G

EXIST OVH ELEC

CURVE-2

CURVE-1

MORRISON RD

N 78° 43' 17.07" E

N 85° 57' 2.31"

EXIST. RAISED GRASS MEDIAN

5000+00

PT 4999+85.00

PC 5000+00.00

PT 5001+91.67

PROP. CONC. CURB

PROP MORRISON RD BL

STA 5001+80.00
MATCH EXIST
CONC. CURB

12' LANE
12' LANE
12' LANE
12' LANE
12' LANE
12' LANE
12' LANE

EXIST 26.5' RDWY

EXIST 40' RDWY

EXIST 38' RDWY

2.0%
2.5%
1.3%
1.5%
3.4%

STA 5002+90
BEGIN X-SLOPE TRANSITION

STA 5003+00
END X-SLOPE TRANSITION

STA 5003+95
BEGIN X-SLOPE TRANSITION

STA 5004+10
END X-SLOPE TRANSITION

STA 5004+30
END X-SLOPE TRANSITION

EXIST R.O.W.

STAGE COACH TRAIL

PC 5003+72.44

POT 10+00.00

10+00

GRADE BREAK

STA 5003+27.33, 31' RT
MATCH EXIST. CONC. CURB

STA 5003+85.35, 31' RT
MATCH EXIST. CONC. CURB

EXIST OVH ELEC

PROP. CONC. CURB

EXIST. RAISED GRASS MEDIAN

EXIST GAS LINE

MATCHLINE STA 5004+40

LEGEND
- EXIST R.O.W.
- PROP DIRECTION OF TRAFFIC
- EXIST DIRECTION OF TRAFFIC
- PROPOSED CONCRETE DRIVEWAY
- PROPOSED ASPHALT DRIVEWAY
- PROPOSED ROADWAY
- PROPOSED 1.5" MILL AND INLAY
- (19) DRIVEWAY #
- EXIST SMALL SIGN
- EXIST TELEPHONE PEDESTAL
- EXIST POWER POLE
- EXIST WATER VALVE
- EXIST GUY WIRE
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STA 5001+30.00
BEGIN INCIDENTAL
CONSTRUCTION

STA 5001+80.00
END INCIDENTAL
CONSTRUCTION
BEGIN ROADWAY
CONSTRUCTION

STA = 5003+52.00
EL = 22.01'
ex = -0.25'
K = 55
L = 106.00'

PROP. PGL

(-)0.6800 %

(-)2.6000 %

VPC 5002+99.00
EL. = 22.37'

VPC 5004+09.01
EL. = 20.53'

VPT 5004+85.00
EL. = 20.63'

EXIST. NG

PROP. GL
EXIST. NAT. GRD.

23.18
23.60
23.75
23.04
23.01
22.36
21.88
20.76
20.36

24
22
20
18
16
14

5000+00
5001+00
5002+00
5003+00
5004+00

DATE: 11/2/2023 2:48:43 PM
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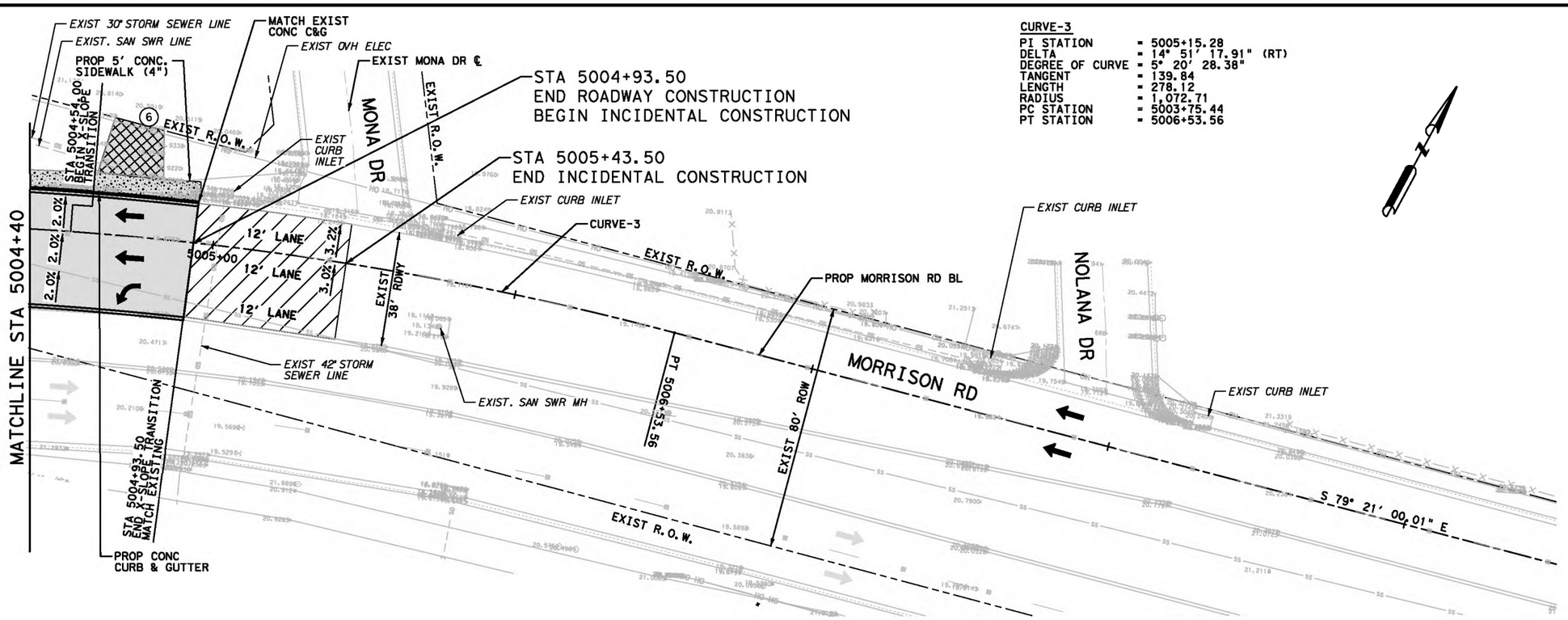
MORRISON RD
PLAN & PROFILE
STA 4999+40
TO STA 5004+40

SCALE: HOR: 1" = 40'
VER: 1" = 4'

SHEET 1 OF 2 SHEETS
SHT NO. 22



CURVE-3

PI STATION	= 5005+15.28
DELTA	= 14° 51' 17.91" (RT)
DEGREE OF CURVE	= 5° 20' 28.38"
TANGENT	= 139.64
LENGTH	= 278.12
RADIUS	= 1,072.71
PC STATION	= 5003+75.44
PT STATION	= 5006+53.56

LEGEND

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- PROPOSED 1.5" MILL AND INLAY
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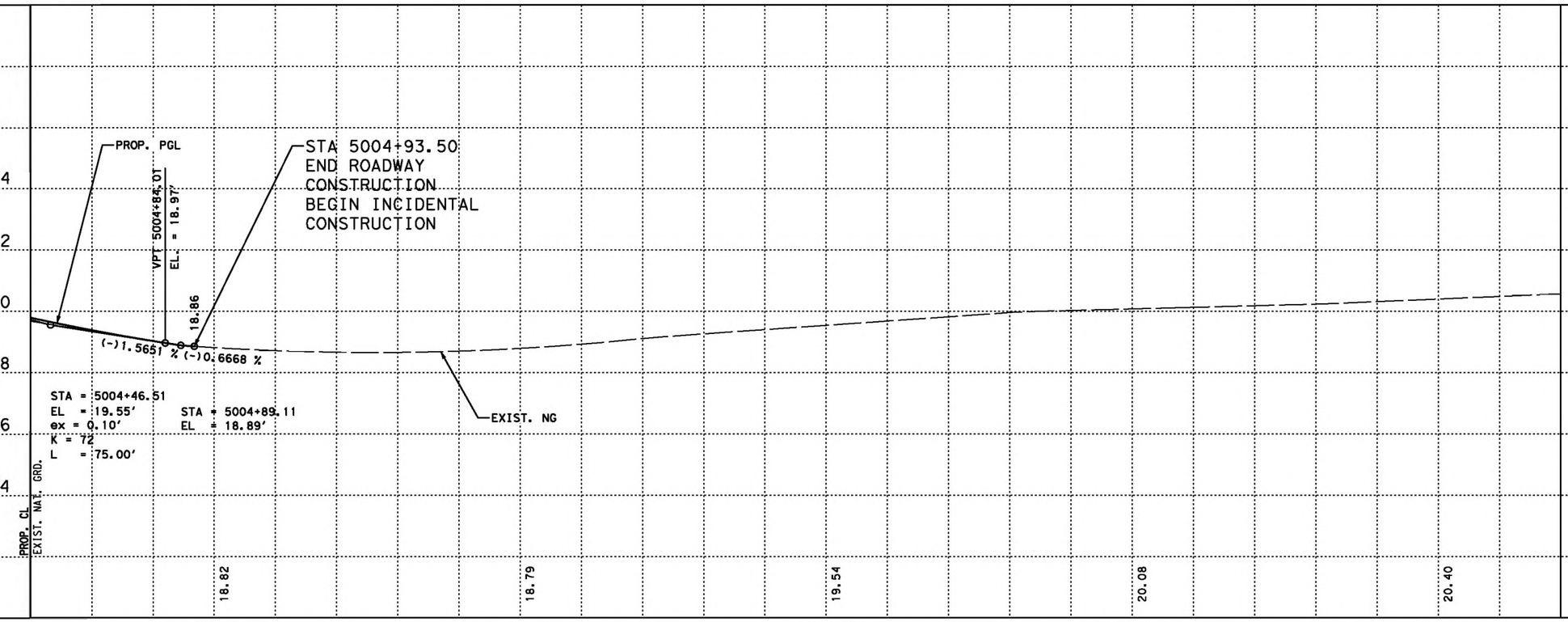

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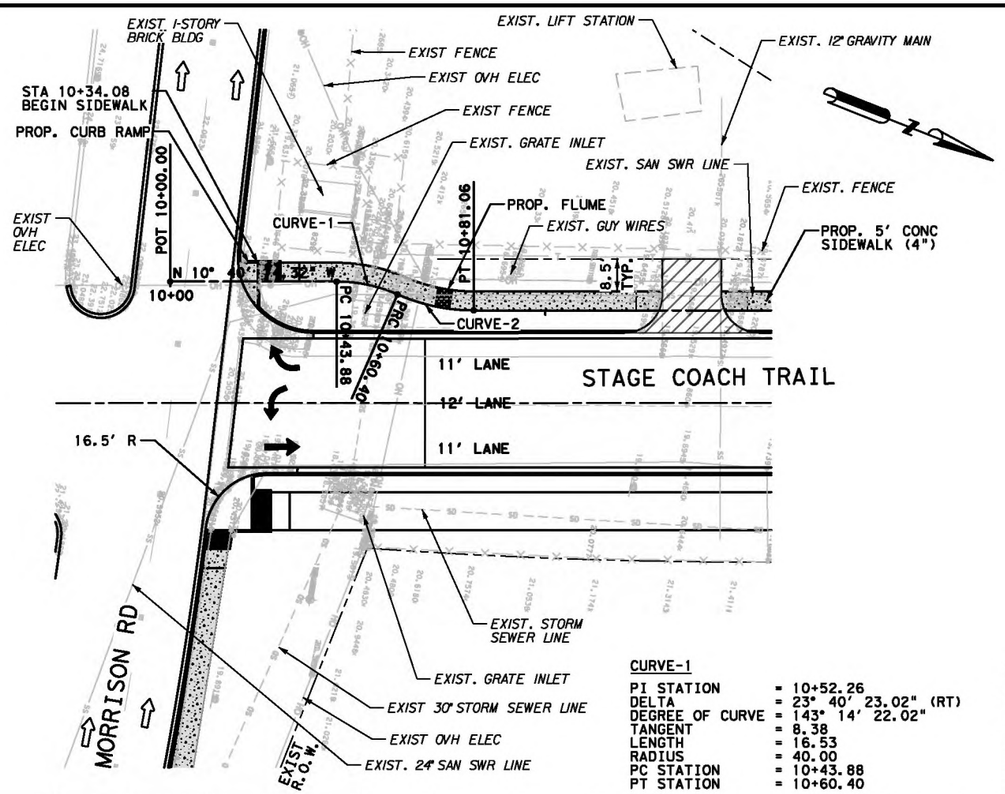
TBPE Registration No. F-10573

MORRISON RD PLAN & PROFILE STA 5004+40 TO STA 5009+40

SCALE: HOR: 1" = 40'
VER: 1" = 4'

SHEET 2 OF 2 SHEETS
SHT NO. 23

DATE: 11/2/2023 2:48:50 PM
FILE: pw:\\kci-pw.bentley.com:kci-pw-05\Documents\Projects\2022\Stage Coach Trail\4 - Design\Plan Set\3. Roadway\05 Plan and Profile\Morrison Rd_PP_02.dgn

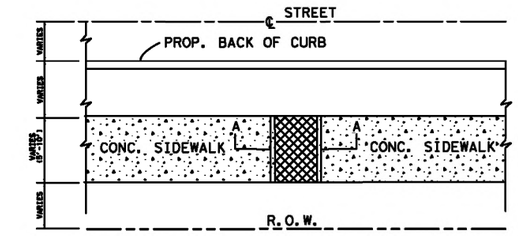


CURVE-1

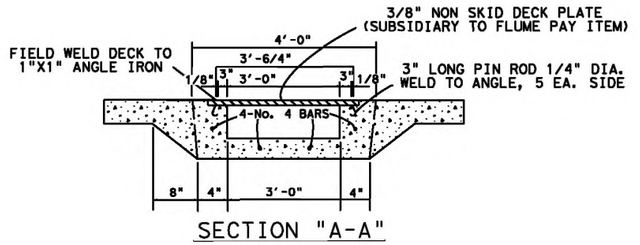
PI STATION	= 10+52.26
DELTA	= 23° 40' 23.02" (RT)
DEGREE OF CURVE	= 143° 14' 22.02"
TANGENT	= 8.38
LENGTH	= 16.53
RADIUS	= 40.00
PC STATION	= 10+43.88
PT STATION	= 10+60.40

CURVE-2

PI STATION	= 10+70.88
DELTA	= 23° 40' 20.72" (LT)
DEGREE OF CURVE	= 114° 35' 29.61"
TANGENT	= 10.48
LENGTH	= 20.66
RADIUS	= 50.00
PC STATION	= 10+60.40
PT STATION	= 10+81.06



PLAN VIEW



SECTION "A-A"

SIDEWALK FLUME DETAIL

LEGEND

- EXIST R.O.W.
- PROP DIRECTION OF TRAFFIC
- EXIST DIRECTION OF TRAFFIC
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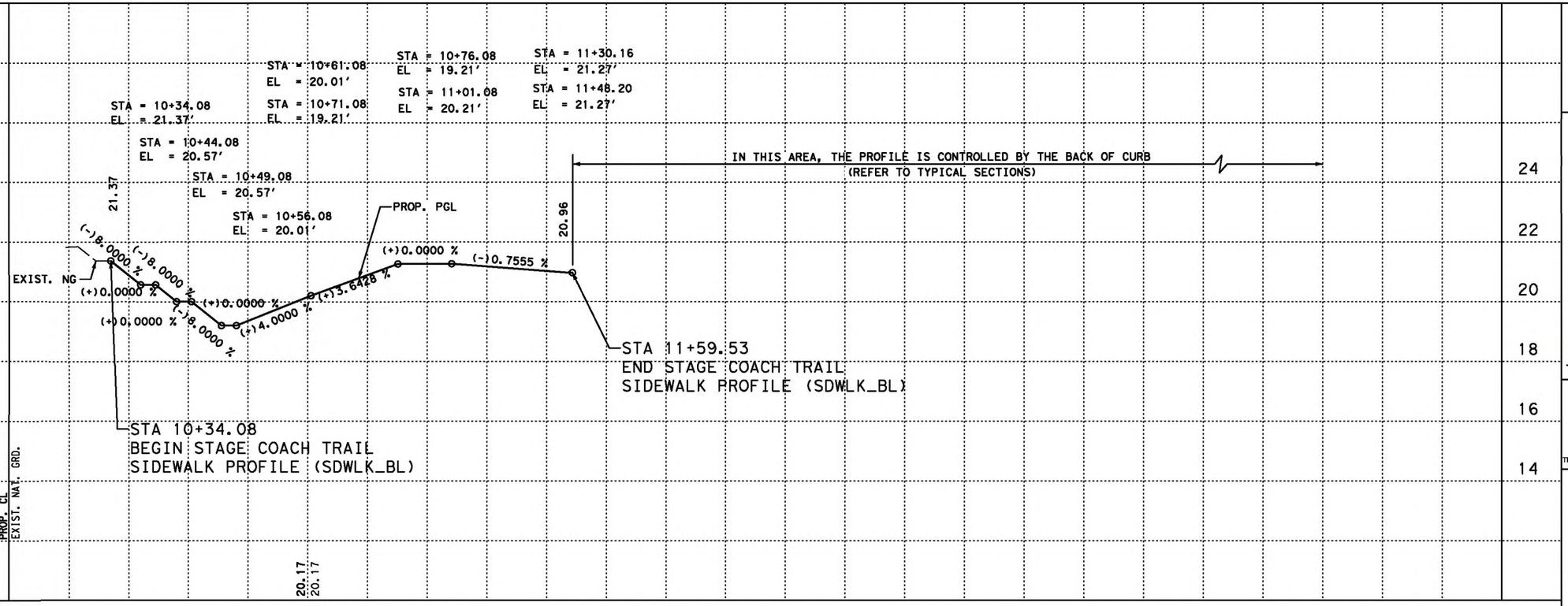

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TBPE Registration No. F-10579

STAGE COACH TRAIL SIDEWALK PLAN & PROFILE STA 10+00 TO STA 11+60

SCALE: HOR: 1" = 40' VER: 1" = 4'

SHEET 1 OF 1 SHEETS

SHT NO. 24

DATE: 11/2/2023 3:33:43 PM
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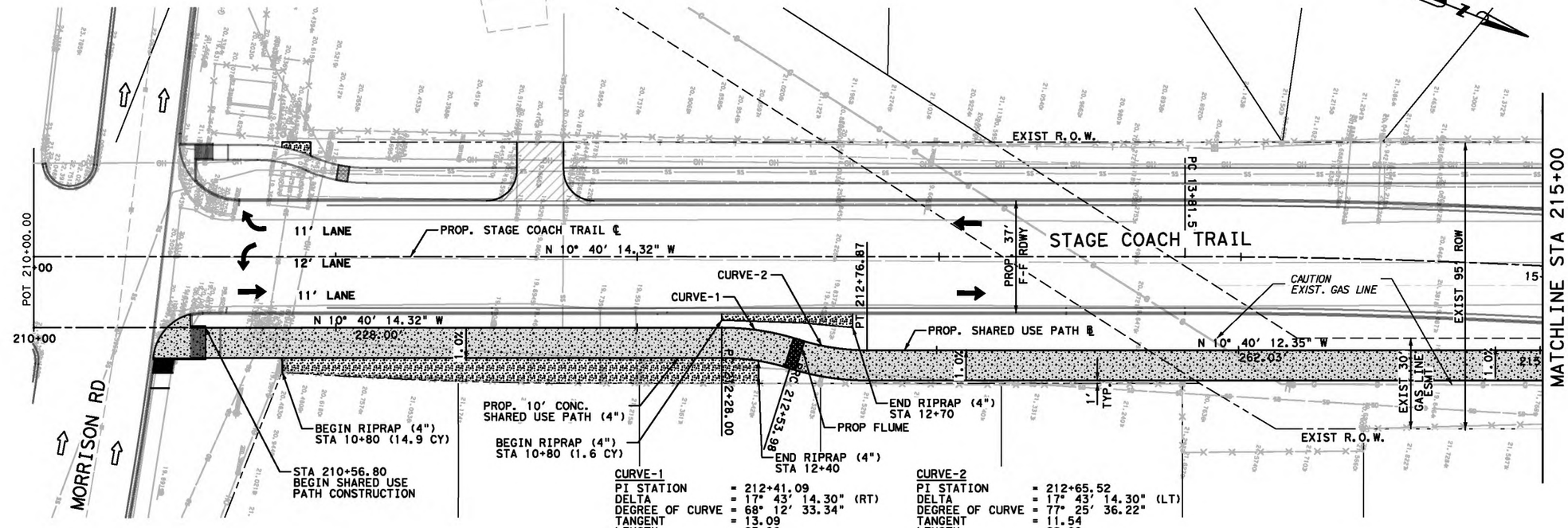

CURVE-1

PI STATION	= 212+41.09
DELTA	= 17° 43' 14.30" (RT)
DEGREE OF CURVE	= 68° 12' 33.34"
TANGENT	= 13.09
LENGTH	= 25.98
RADIUS	= 84.00
PC STATION	= 212+28.00
PT STATION	= 212+53.98

CURVE-2

PI STATION	= 212+65.52
DELTA	= 17° 43' 14.30" (LT)
DEGREE OF CURVE	= 77° 25' 36.22"
TANGENT	= 11.54
LENGTH	= 22.89
RADIUS	= 74.00
PC STATION	= 212+53.98
PT STATION	= 212+76.87

LEGEND

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- EXIST DIRECTION OF TRAFFIC
- PROPOSED CONCRETE DRIVEWAY
- PROPOSED ASPHALT DRIVEWAY
- PROPOSED SHARED USE PATH
- (19) DRIVEWAY #
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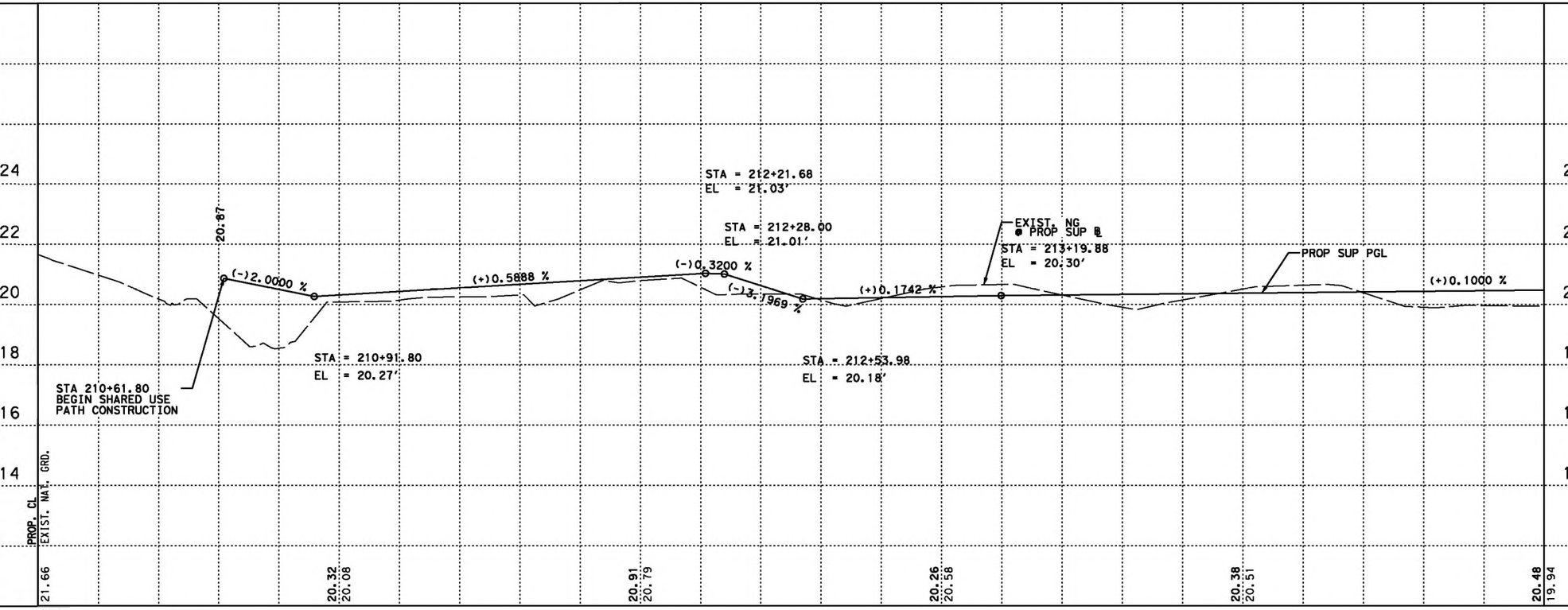

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STAGE COACH TRAIL SHARED USE PATH PLAN & PROFILE STA 210+00 TO STA 215+00

SCALE: HOR: 1" = 40' VER: 1" = 4'

SHEET 1 OF 5 SHEETS

SHT NO. 25

DATE: 11/2/2023 2:49:02 PM
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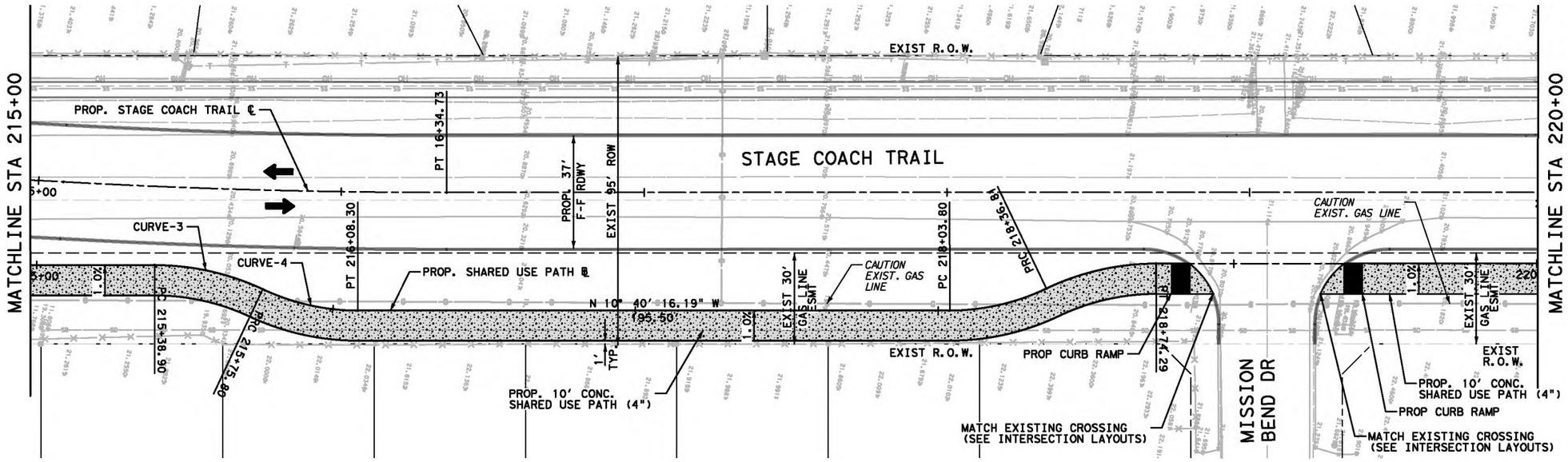
CURVE-3
PI STATION = 215+57.65
DELTA = 25° 10' 03.52" (RT)
DEGREE OF CURVE = 68° 12' 33.34"
TANGENT = 18.75
LENGTH = 36.90
RADIUS = 84.00
PC STATION = 215+38.90
PT STATION = 215+75.80

CURVE-4
PI STATION = 215+92.32
DELTA = 25° 10' 02.89" (LT)
DEGREE OF CURVE = 77° 25' 36.22"
TANGENT = 16.52
LENGTH = 32.50
RADIUS = 74.00
PC STATION = 215+75.80
PT STATION = 216+08.30

CURVE-5
PI STATION = 218+20.58
DELTA = 25° 33' 21.32" (LT)
DEGREE OF CURVE = 77° 25' 36.22"
TANGENT = 16.78
LENGTH = 33.01
RADIUS = 74.00
PC STATION = 218+03.80
PT STATION = 218+36.81

CURVE-6
PI STATION = 218+55.87
DELTA = 25° 33' 59.33" (RT)
DEGREE OF CURVE = 68° 12' 33.34"
TANGENT = 19.06
LENGTH = 37.48
RADIUS = 84.00
PC STATION = 218+36.81
PT STATION = 218+74.29



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NOTES:
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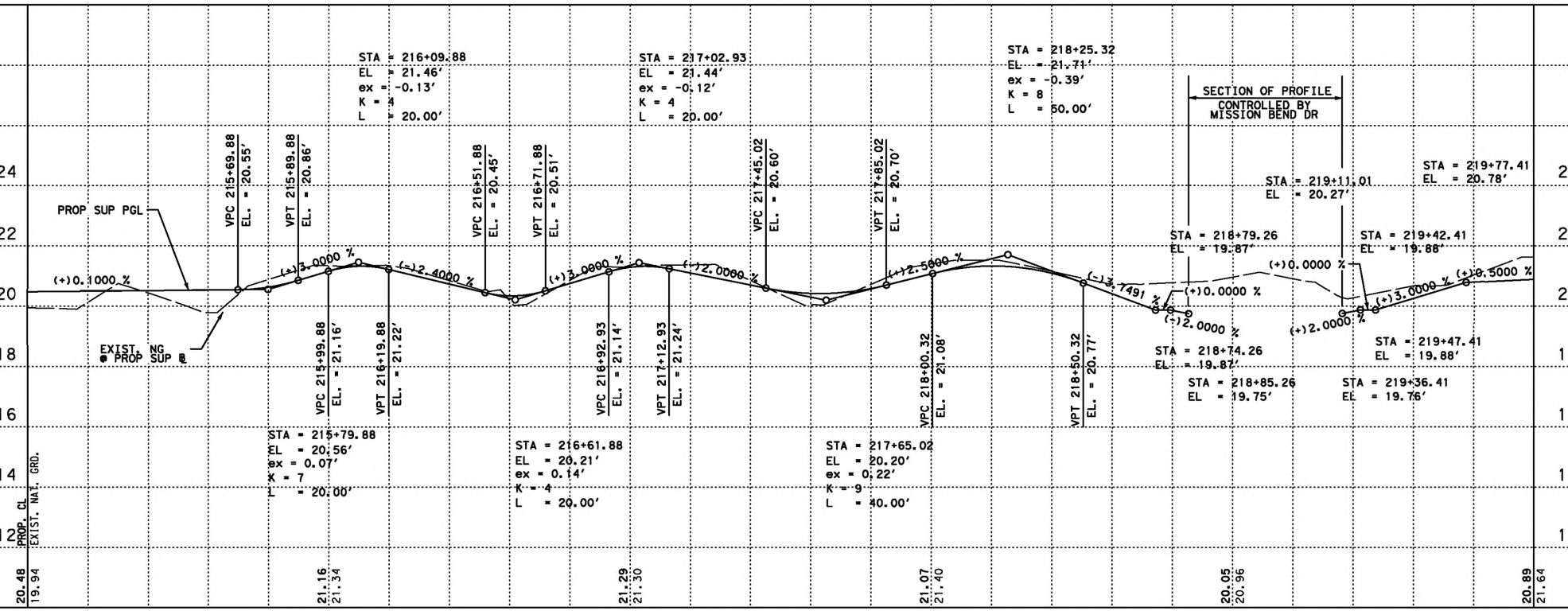
2. WATER METER BOXES AND ELECTRICAL PULL BOXES LOCATED WITHIN DRIVEWAYS AND SIDEWALKS SHALL BE ADJUSTED TO GRADE AND FLUSH WITH FINISHED SURFACE (SUBSIDIARY TO OTHER ITEMS).
3. REFER TO PROPOSED CROSS SECTIONS FOR ADDITIONAL PROPOSED SIDEWALK AND GRADING INFORMATION.
4. SEE MISCELLANEOUS DETAILS FOR ADDITIONAL INFORMATION.



City of BROWNSVILLE On the Border, By the Sea Texas

STATE OF TEXAS
OSCAR ARTURO GARZA
122125
LICENSED PROFESSIONAL ENGINEER

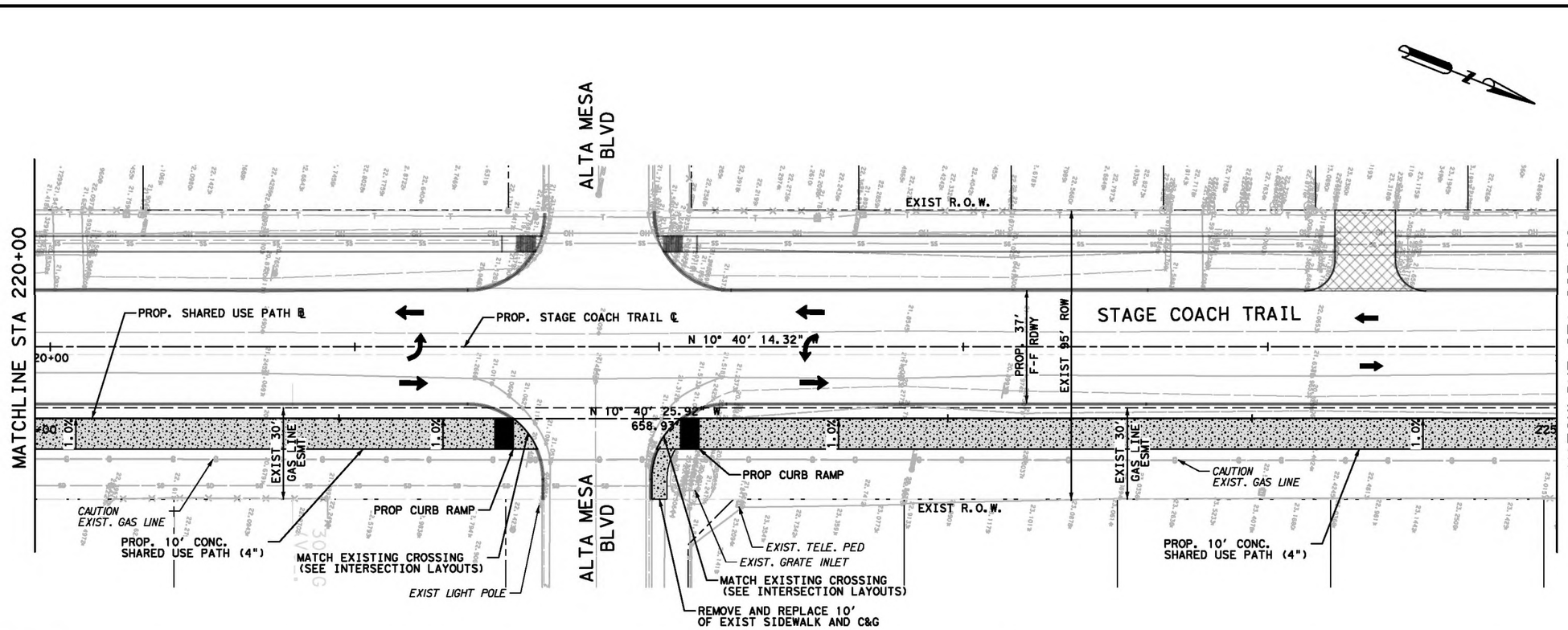
Oscar Arturo Garza, P.E.
11/2/2023

KCI TECHNOLOGIES
ENGINEERS PLANNERS SCIENTISTS CONSTRUCTION MANAGERS
2610 North Shary Road
Mission, TX 78574
Phone: 956-271-6688
www.kci.com
TBPE Registration No. F-10573

STAGE COACH TRAIL SHARED USE PATH PLAN & PROFILE STA 215+00 TO STA 220+00

SCALE: HOR: 1" = 40' VER: 1" = 4'
SHEET 2OF 5 SHEETS
SHT NO. 26

DATE: 11/2/2023 2:49:08 PM
FILE: pw:\\kci-pw.bentley.com:kci-pw-05\Documents\Projects\2022\Stage Coach Trail\4 - Design\Plan Set\3. Roadway\05 Plan and Profile\Stagecoach Trail_SUP_02.dgn



LEGEND

- EXIST R.O.W.
- PROP DIRECTION OF TRAFFIC
- EXIST DIRECTION OF TRAFFIC
- PROPOSED CONCRETE DRIVEWAY
- PROPOSED ASPHALT DRIVEWAY
- PROPOSED ROADWAY
- (19) DRIVEWAY #
- EXIST SMALL SIGN
- EXIST TELEPHONE PEDESTAL
- EXIST POWER POLE
- EXIST WATER VALVE
- EXIST GUY WIRE
- EXIST TRAFFIC SIGNAL
- EXIST GROUND BOX
- G — EXIST GAS LINE
- T — EXIST TELEPHONE LINE
- OH — EXIST OVERHEAD ELECTRIC
- EXIST CHAINLINK FENCE
- SD — EXIST STORM SEWER LINE
- SS — EXIST SANITARY SEWER LINE

NOTES:
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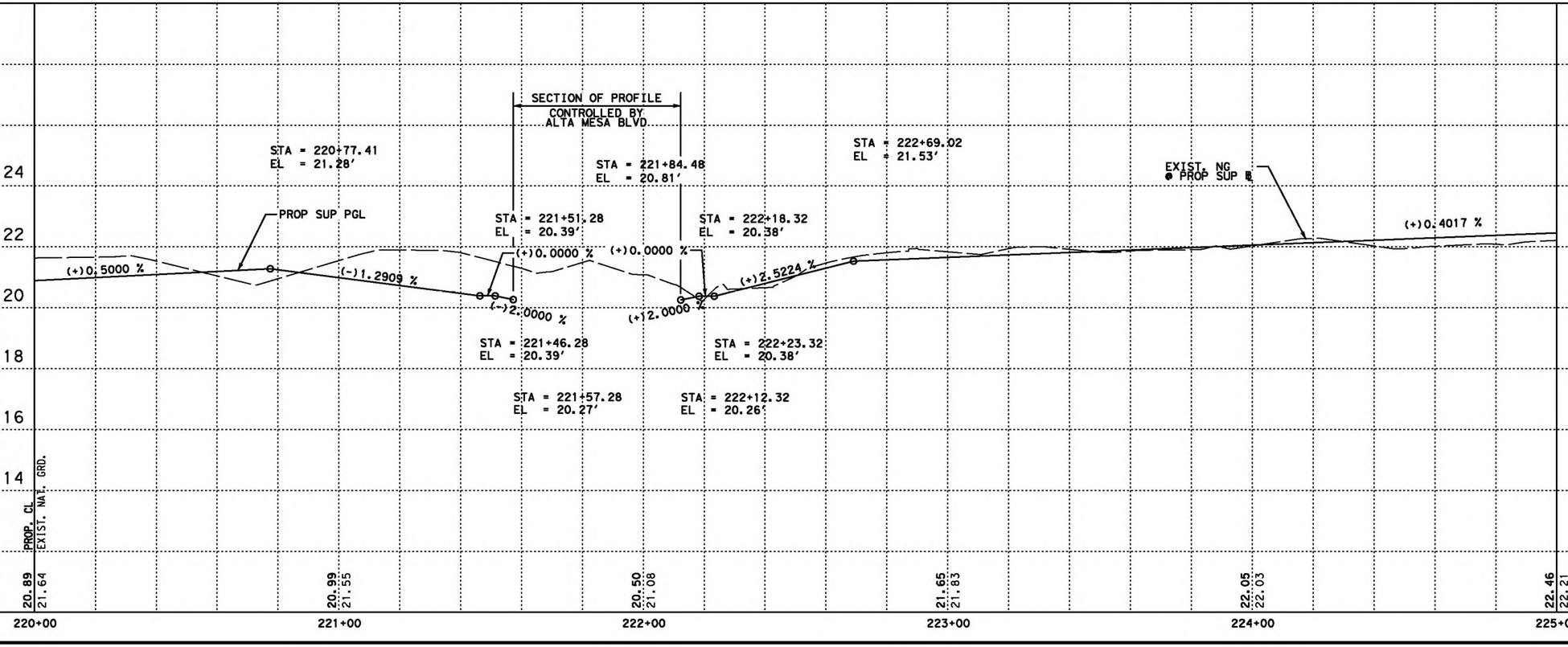
4. SEE MISCELLANEOUS DETAILS FOR ADDITIONAL INFORMATION.



City of BROWNSVILLE On the Border, By the Sea Texas

STATE OF TEXAS
OSCAR ARTURO GARZA
122125
LICENSED PROFESSIONAL ENGINEER

Oscar Arturo Garza, P.E.
11/2/2023

ENGINEERS PLANNERS SCIENTISTS CONSTRUCTION MANAGERS
KCI TECHNOLOGIES
2610 North Shary Road
Mission, TX 78574
Phone: 956-271-5688
www.kci.com
TBPE Registration No. F-10573

STAGE COACH TRAIL SHARED USE PATH PLAN & PROFILE STA 220+00 TO STA 225+00

SCALE: HOR: 1" = 40'
VER: 1" = 4'

SHEET 3 OF 5 SHEETS
SHT NO. 27

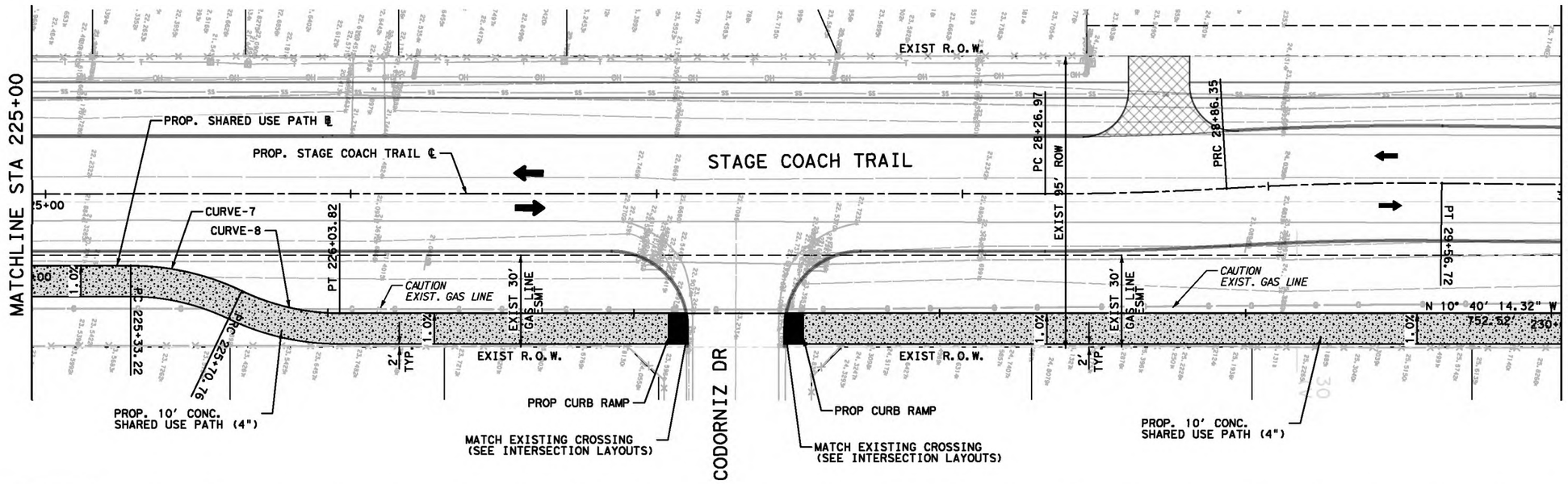
DATE: 11/2/2023 2:49:16 PM
FILE: pw:\\kci-pw.bentley.com:kci-pw-05\Documents\Projects\2022\Stage Coach Trail\4 - Design\Plan Set\3. Roadway\05 Plan and Profile\Stagecoach Trail_SUP_03.dgn

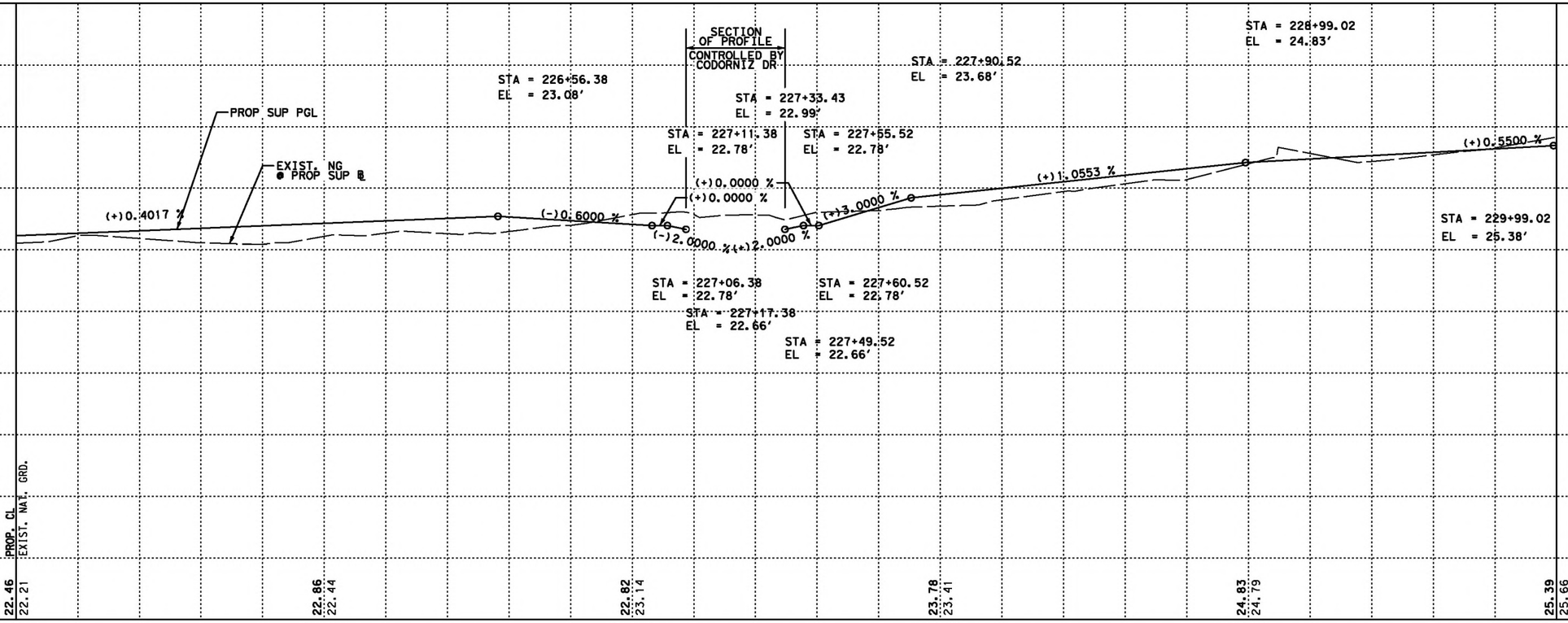
CURVE-7

PI STATION	= 225+52.31
DELTA	= 25° 36' 12.49" (RT)
DEGREE OF CURVE	= 68° 12' 33.34"
TANGENT	= 19.09
LENGTH	= 37.54
RADIUS	= 84.00
PC STATION	= 225+33.22
PT STATION	= 225+70.76

CURVE-8

PI STATION	= 225+87.57
DELTA	= 25° 36' 00.89" (LT)
DEGREE OF CURVE	= 77° 25' 36.22"
TANGENT	= 16.81
LENGTH	= 33.06
RADIUS	= 74.00
PC STATION	= 225+70.76
PT STATION	= 226+03.82





LEGEND

- EXIST R.O.W.
- PROP DIRECTION OF TRAFFIC
- EXIST DIRECTION OF TRAFFIC
- PROPOSED CONCRETE DRIVEWAY
- PROPOSED ASPHALT DRIVEWAY
- PROPOSED ROADWAY
- (19) DRIVEWAY #
- EXIST SMALL SIGN
- EXIST TELEPHONE PEDESTAL
- EXIST POWER POLE
- EXIST WATER VALVE
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City of BROWNSVILLE On the Border, By the Sea. Texas

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11/2/2023

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KCI TECHNOLOGIES
2610 North Shary Road
Mission, TX 78574
Phone: 956-271-6688
www.kci.com
TBPE Registration No. F-10579

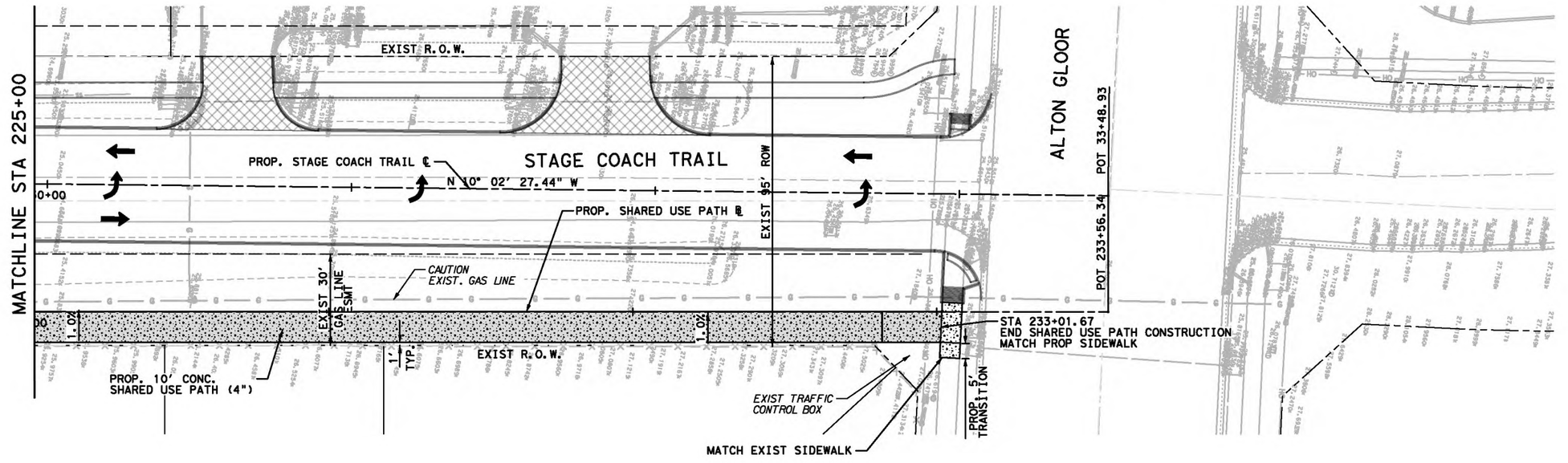
STAGE COACH TRAIL SHARED USE PATH PLAN & PROFILE STA 225+00 TO STA 230+00

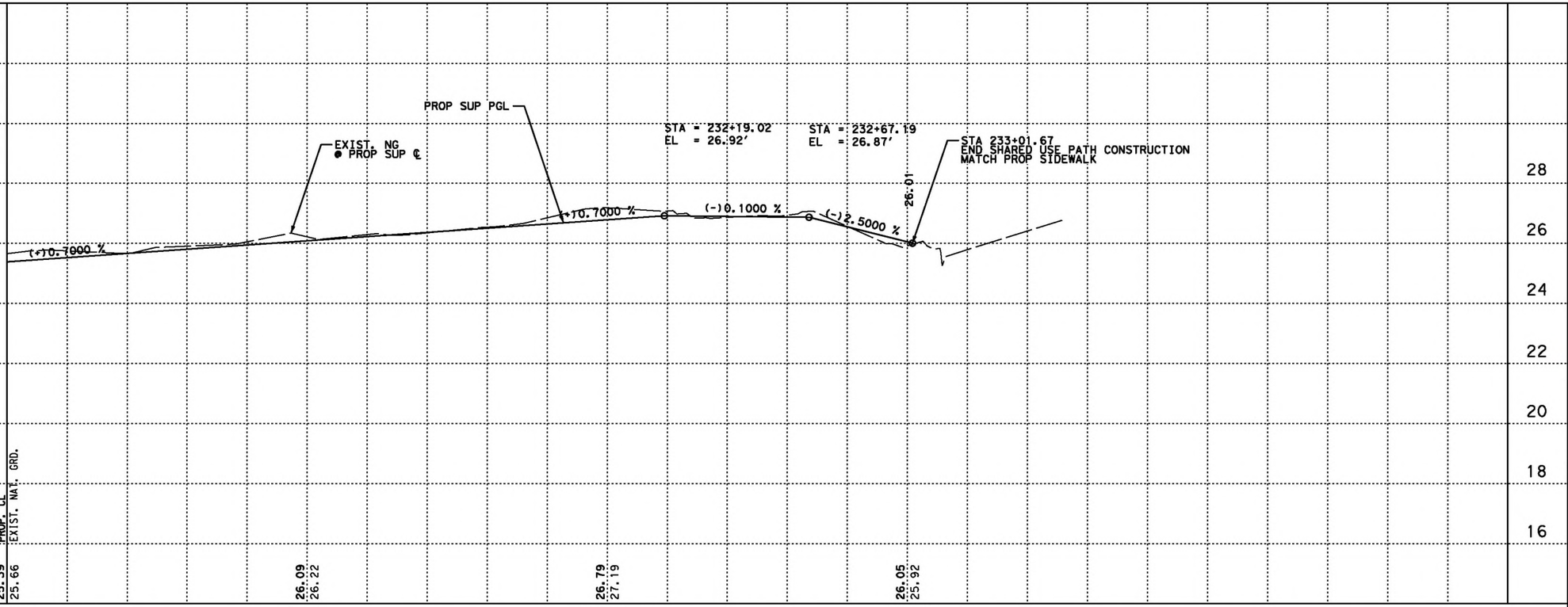
SCALE: HOR: 1" = 40' VER: 1" = 4'

SHEET 4 OF 5 SHEETS

SHT NO. 28

DATE: 11/2/2023 2:49:23 PM
FILE: Dwg:\\kci-pw.bentley.com\kci-pw-05\Documents\Projects\2022\Stage Coach Trail\4 - Design\Plan Set\3. Roadway\05 Plan and Profile\Stagecoach Trail_SUP_04.dgn





LEGEND

- EXIST R.O.W.
- PROP DIRECTION OF TRAFFIC
- EXIST DIRECTION OF TRAFFIC
- PROPOSED CONCRETE DRIVEWAY
- PROPOSED ASPHALT DRIVEWAY
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City of BROWNSVILLE On the Border, By the Sea Texas

STATE OF TEXAS
OSCAR ARTURO GARZA
122125
LICENSED PROFESSIONAL ENGINEER

Oscar Arturo Garza, P.E.
11/2/2023

KCI TECHNOLOGIES
Engineers Planners Scientists Construction Managers
2610 North Shary Road
Mission, TX 78574
Phone: 956-271-6688
www.kci.com
TBPE Registration No. F-10573

STAGE COACH TRAIL SHARED USE PATH PLAN & PROFILE STA 230+00 TO END

SCALE: HOR: 1" = 40'
VER: 1" = 4'

SHEET 5 OF 5 SHEETS
SHT NO. 29

DATE: 11/2/2023 2:49:31 PM
FILE: pw:\\kci-pw.bentley.com:kci-pw-05\Documents\Projects\2022\Stage Coach Trail\4 - Design\Plan Set\3. Roadway\05 Plan and Profile\Stagecoach Trail_SUP_05.dgn

LEGEND

XXX.XX PROP. GUTTER

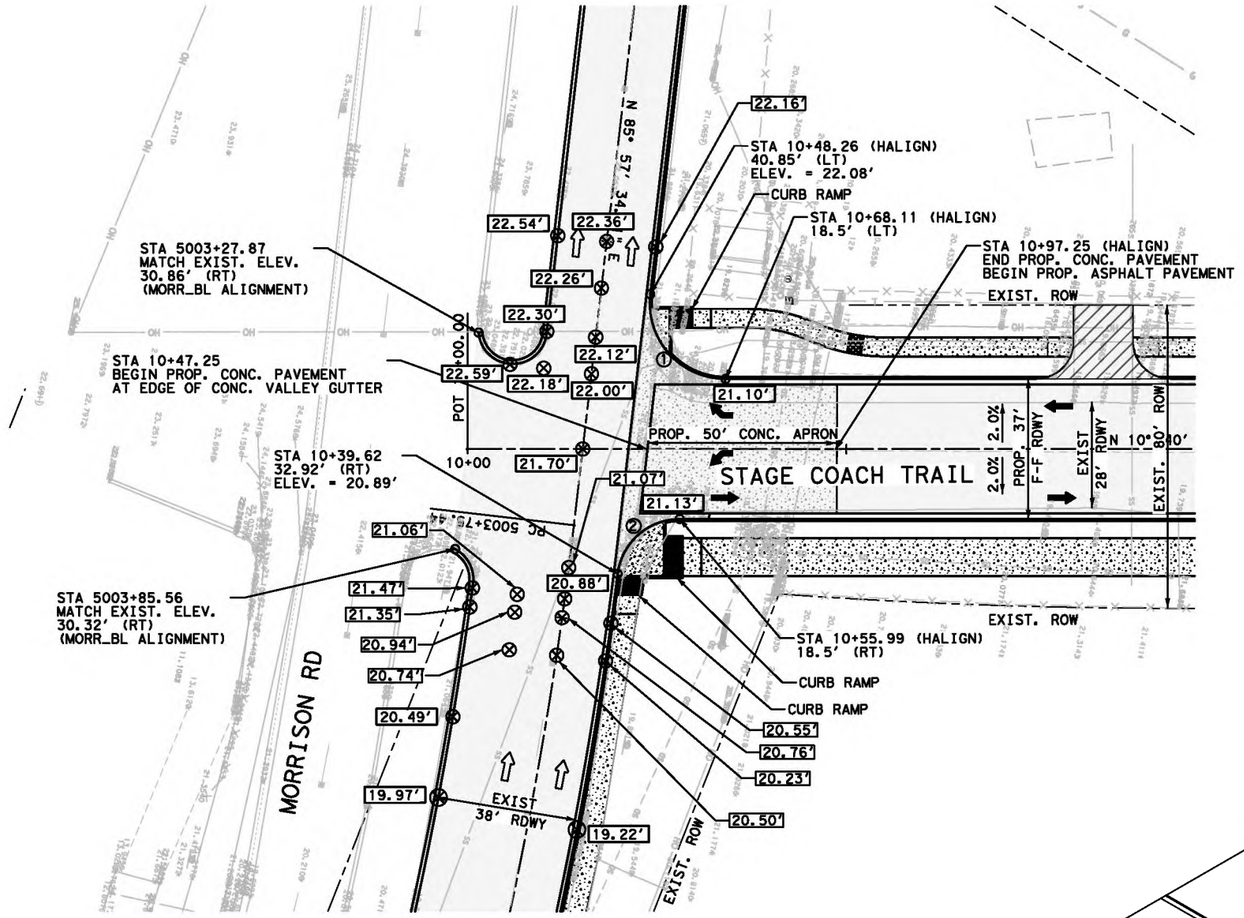
⊗ SPOT ELEVATION

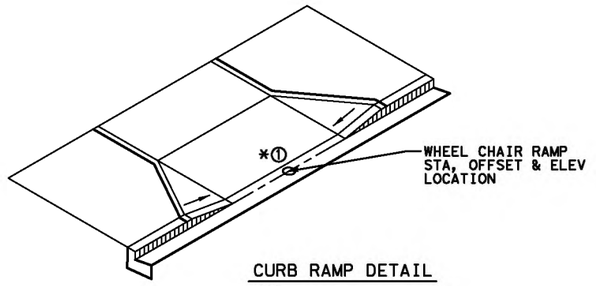
① WHEEL CHAIR RAMP #

WHEEL CHAIR RAMPS				
* #	STATION	OFFSET	ELEV.	LT/RT
1	10+49.56	30.70	21.83'	LT
2	10+45.08	22.62	21.03'	RT

NOTES:

1. ALL STATIONS AND OFFSETS ARE REFERENCED FROM STAGE COACH TRAIL ALIGNMENT
2. ALL ELEVATIONS ARE TO THE GUTTER UNLESS OTHERWISE NOTED.





CURB RAMP DETAIL
NTS

DATE: 11/2/2023 2:49:36 PM
FILE:

City of BROWNSVILLE
On the Border By the Sea
Texas

STATE OF TEXAS
OSCAR ARTURO GARZA
122125
LICENSED PROFESSIONAL ENGINEER

Oscar Arturo Garza, P.E.
11/2/2023

ENGINEERS
PLANNERS
SCIENTISTS
CONSTRUCTION MANAGERS
KCI TECHNOLOGIES
2610 North Shary Road
Mission, TX 78574
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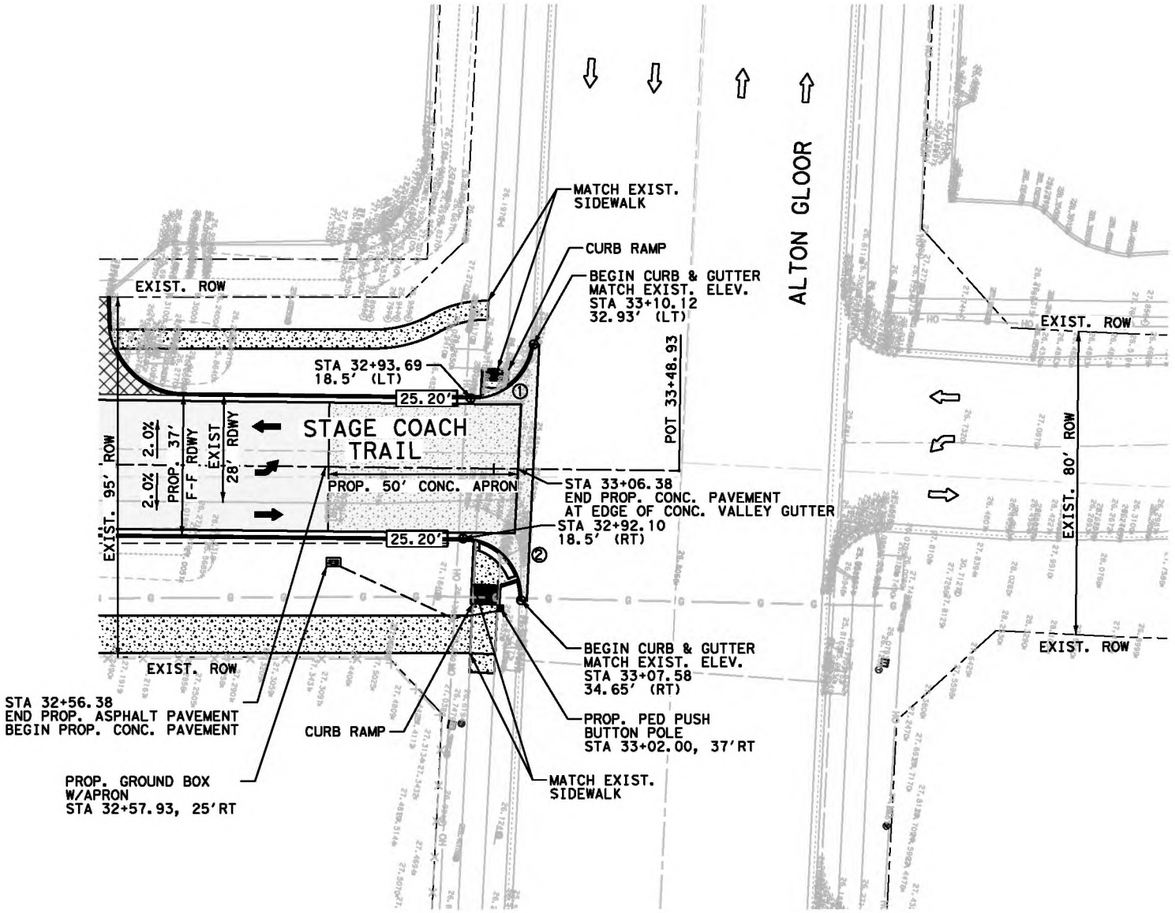
www.kci.com
TBPE Registration No. F-10573

STAGE COACH TRAIL

MORRISON RD INTERSECTION LAYOUT

SCALE: 1" = 40'

SHEET NO. 30



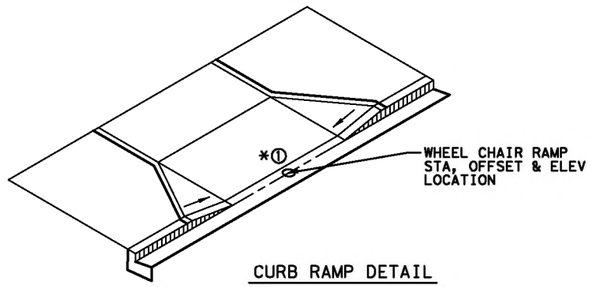
LEGEND

- XXX.XX PROP. GUTTER
- ⊗ SPOT ELEVATION
- ① WHEEL CHAIR RAMP #
- — — CONDUIT
- GROUND BOX W/APRON
- ⊠ PEDESTRIAN POLE W/PUSH BUTTON

WHEEL CHAIR RAMPS				
* #	STATION	OFFSET	ELEV.	LT/RT
1	32+99.91	19.60	25.22'	LT
2	33+02.68	22.68	25.24'	RT

NOTES:

1. ALL STATIONS AND OFFSETS ARE REFERENCED FROM STAGE COACH TRAIL ALIGNMENT
2. ALL ELEVATIONS ARE TO THE GUTTER UNLESS OTHERWISE NOTED.
3. CONDUITS SHALL BE REROUTED TO NEW GROUND BOX AND PEDESTRIAN POLE.



CURB RAMP DETAIL
NTS

City of BROWNSVILLE On the Border, By the Sea TEXAS

STATE OF TEXAS
OSCAR ARTURO GARZA
122125
LICENSED PROFESSIONAL ENGINEER

Oscar Arturo Garza, P.E.
11/2/2023

ENGINEERS PLANNERS SCIENTISTS CONSTRUCTION MANAGERS
KCI TECHNOLOGIES
2610 North Sharyl Road
Mission, TX 78574
Phone: 956-271-6688
www.kci.com
TBPE Registration No. F-10579

STAGE COACH TRAIL

ALTON GLOOR INTERSECTION LAYOUT

SCALE: 1" = 40'

SHEET NO. 31

DATE: 11/2/2023 3:53:50 PM
FILE:

LEGEND

XXX.XX PROP. GUTTER

⊗ SPOT ELEVATION

① WHEEL CHAIR RAMP #

WHEEL CHAIR RAMPS				
* #	STATION	OFFSET	ELEV.	LT/RT
1	18+84.71	28.01'	19.90'	RT
2	19+26.67	28.01'	19.90'	RT

NOTES:

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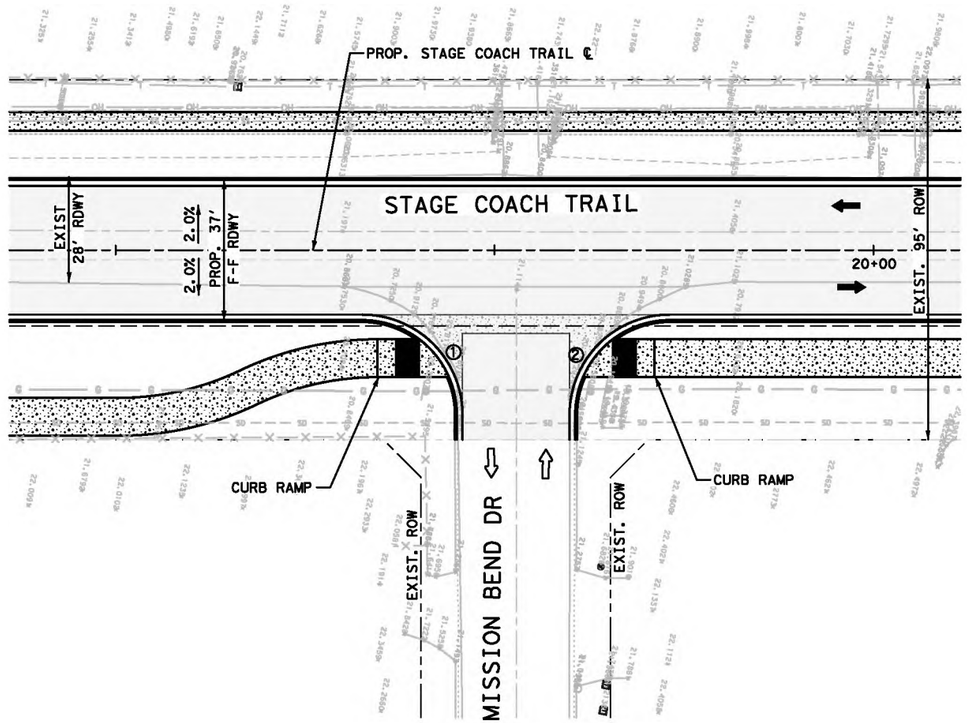
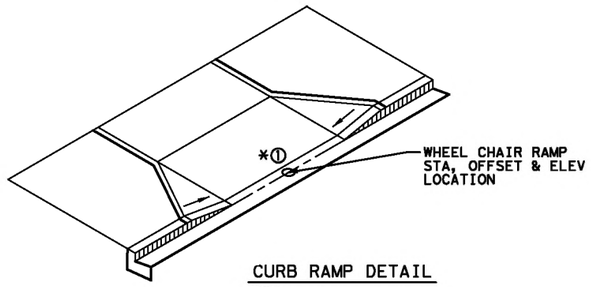
2. ALL ELEVATIONS ARE TO THE GUTTER UNLESS OTHERWISE NOTED.





CURB RAMP DETAIL

NTS

DATE: 11/2/2023 2:49:48 PM
FILE:

City of BROWNSVILLE On the Border, By the Sea. Texas

STATE OF TEXAS
OSCAR ARTURO GARZA
122125
LICENSED PROFESSIONAL ENGINEER

Oscar Arturo Garza, P.E.
11/2/2023

ENGINEERS
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TBPE Registration No. F-10573

STAGE COACH TRAIL

MISSION BEND DR INTERSECTION LAYOUT

SCALE: 1" = 40'

SHEET NO. 32

LEGEND

XXX.XX PROP. GUTTER

⊗ SPOT ELEVATION

① WHEEL CHAIR RAMP #

WHEEL CHAIR RAMPS				
* #	STATION	OFFSET	ELEV.	LT/RT
1	21+60.61	33.87	20.96'	LT
2	22+00.31	33.87	20.96'	LT
3	21+56.71	28.00	20.42'	RT
4	22+02.54	28.00	20.42'	RT

NOTES:

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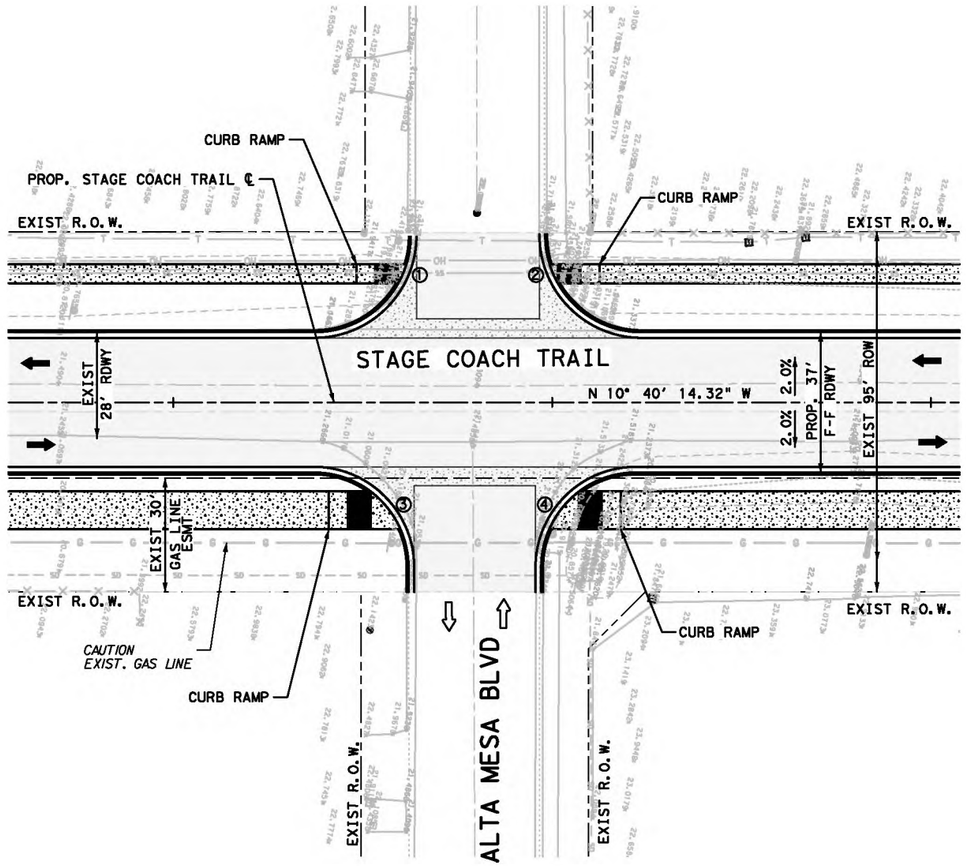
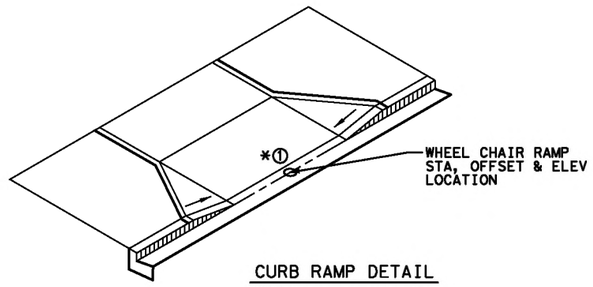
2. ALL ELEVATIONS ARE TO THE GUTTER UNLESS OTHERWISE NOTED.





CURB RAMP DETAIL

NTS

BROWNSVILLE
On the Border By the Sea

STATE OF TEXAS
OSCAR ARTURO GARZA
122125
LICENSED PROFESSIONAL ENGINEER

Oscar Arturo Garza, P.E.
11/2/2023

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PLANNERS
SURVEYORS
CONSTRUCTION MANAGERS
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STAGE COACH TRAIL

ALTA MESA BLVD INTERSECTION LAYOUT

SCALE: 1" = 40'

SHEET NO. 33

DATE: 11/2/2023 2:49:54 PM
FILE:

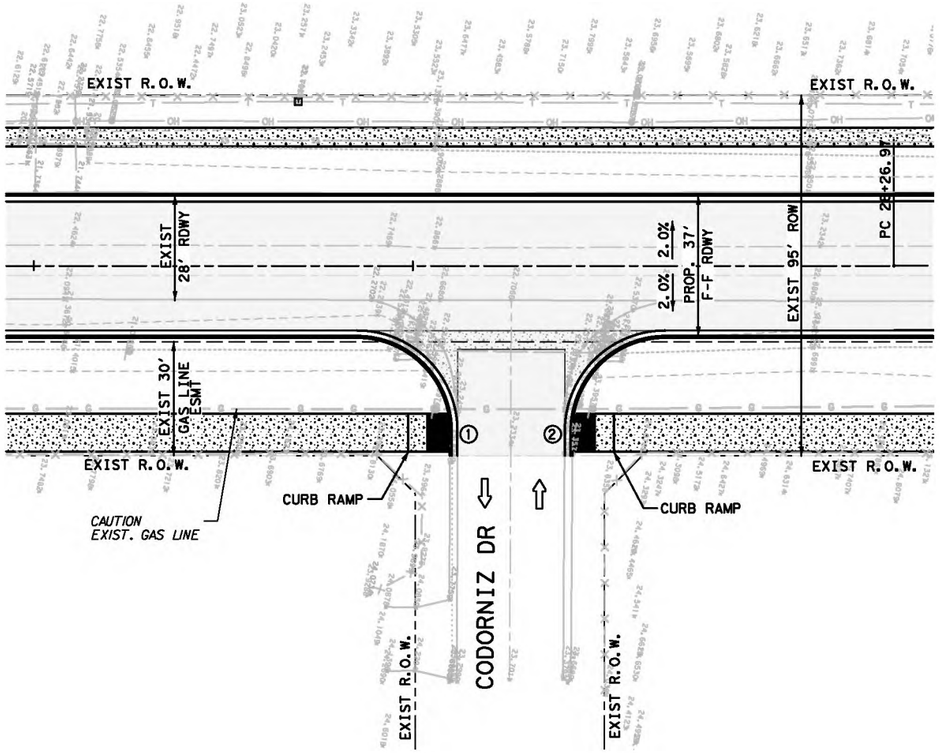
LEGEND

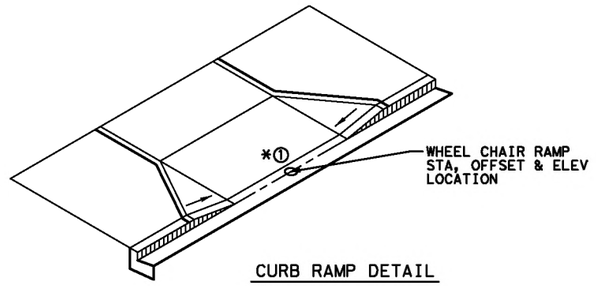
XXX.XX PROP. GUTTER

⊗ SPOT ELEVATION

① WHEEL CHAIR RAMP #

WHEEL CHAIR RAMPS				
* #	STATION	OFFSET	ELEV.	LT/RT
1	27+10.29	44.00	22.72'	RT
2	27+41.61	44.00	22.72'	RT





CURB RAMP DETAIL

NTS

NOTES:

1. ALL STATIONS AND OFFSETS ARE REFERENCED FROM STAGE COACH TRAIL ALIGNMENT
2. ALL ELEVATIONS ARE TO THE GUTTER UNLESS OTHERWISE NOTED.

BROWNSVILLE
On the Border, By the Sea
TEXAS

STATE OF TEXAS
OSCAR ARTURO GARZA
122125
LICENSED PROFESSIONAL ENGINEER

Oscar Arturo Garza, P.E.
11/2/2023

ENGINEERS
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TBPE Registration No. F-10573

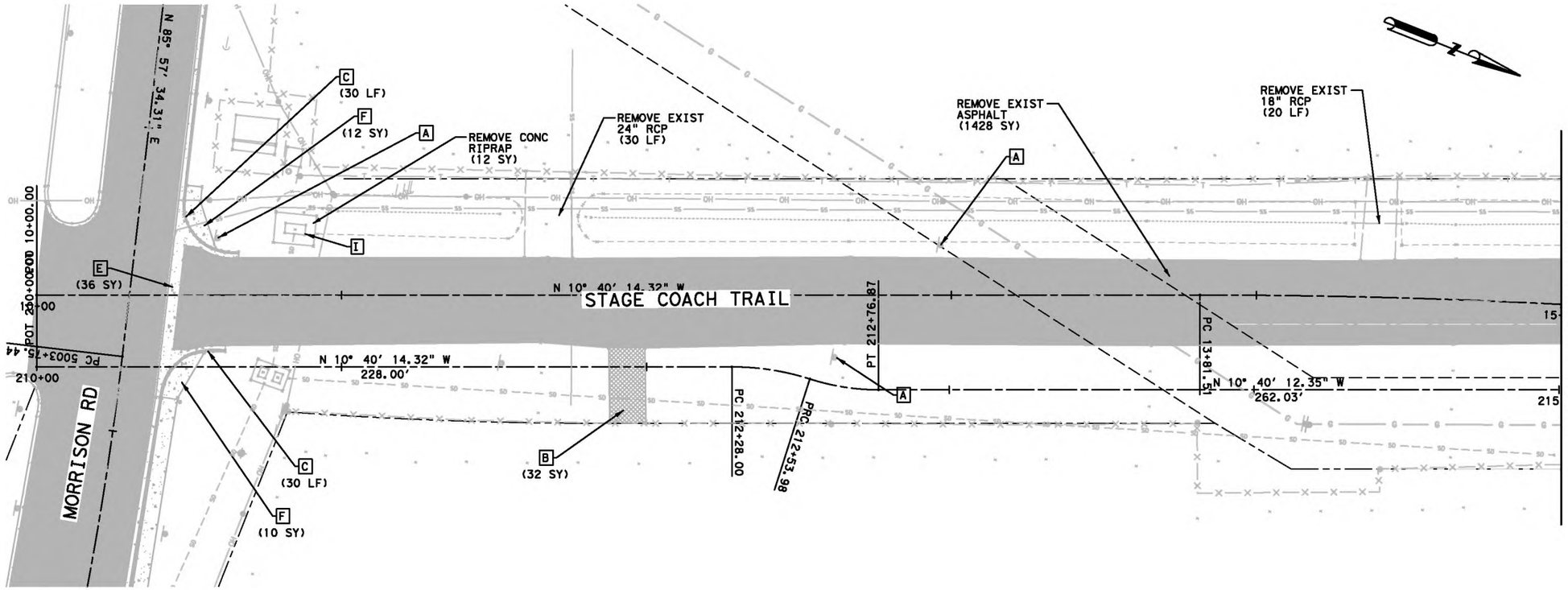
STAGE COACH TRAIL

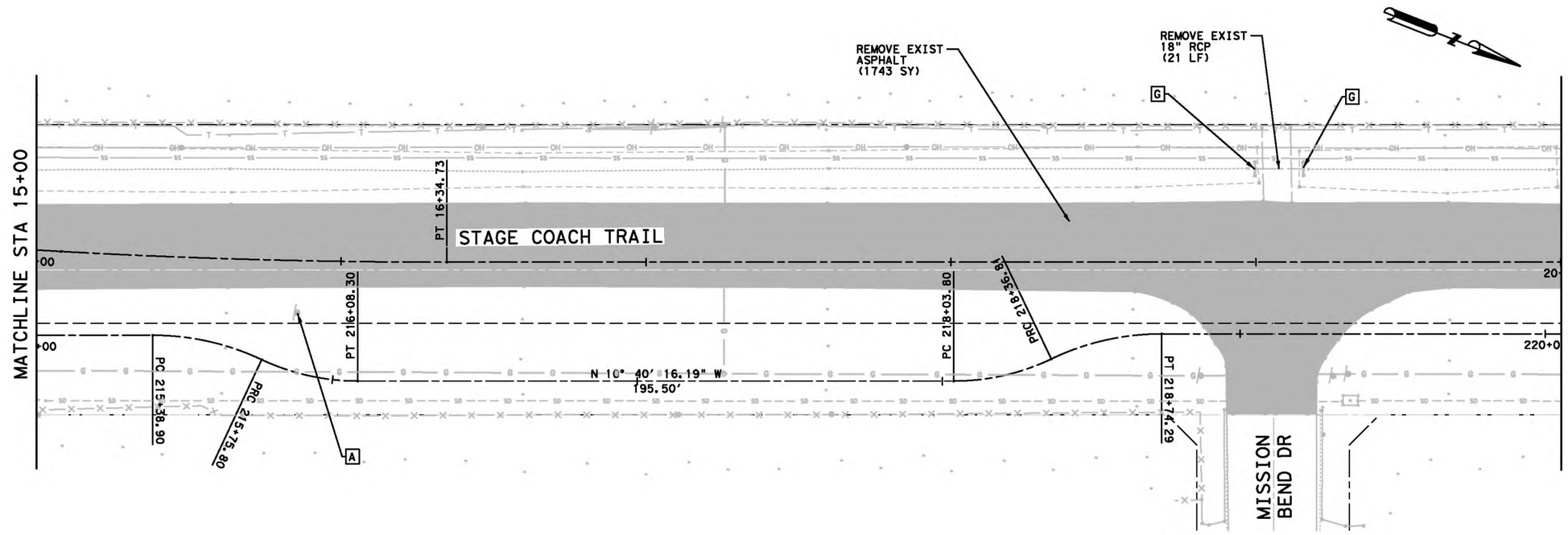
CODORNIZ DR INTERSECTION LAYOUT

SCALE: 1" = 40'

SHEET NO. 34

DATE: 11/2/2023 2:50:00 PM
FILE:





LEGEND:

- REMOVE ASHPALT
- REMOVE CONC DRIVEWAY
- [A] REMOVE SMALL RD SIGN SUP & ASSEMBLY
- [B] REMOVE EXIST CONC DRIVE (SY)
- [C] REMOVE EXIST CONC C&G (FT)
- [D] REMOVE EXIST CONC CURB (FT)
- [E] REMOVE EXIST CONC GUTTER (SY)
- [F] REMOVE EXIST CONC SIDEWALK
- [G] REMOVE STRUCTURE (HEADWALL)
- [H] REMOVE STRUCTURE (SET)
- [I] REMOVE STRUCTURE (INLET)

NOTES:

1. CONTRACTOR TO PLACE STOCKPILE OF MATERIAL GENERATED FROM THE PROJECT AT DESIGNATED SITE LOCATED AT THE SOUTHEAST INTERSECTION OF E MORRISON RD AND N SAN MARCELO BLVD (X:1315539.609, Y:16516622.202).
2. REMOVAL OF TREES, SHRUBS, SIGN FOUNDATIONS, ETC. TO BE SUBSIDIARY TO PERTINENT BID ITEMS.
3. CONCRETE PLUGS FOR ABANDONED PIPE SHALL BE SUBSIDIARY TO PERTINENT BID ITEMS.

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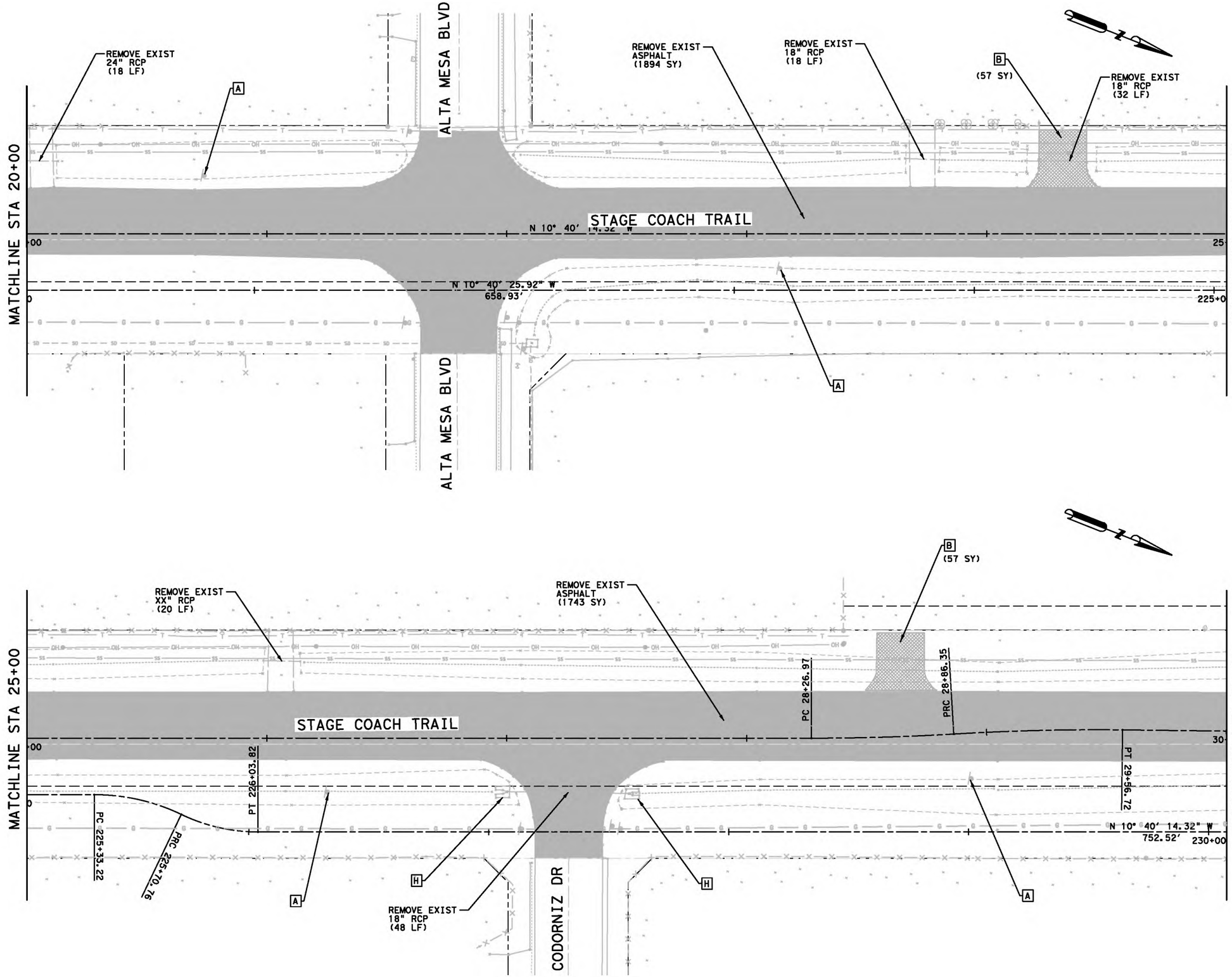
STAGE COACH TRAIL REMOVAL LAYOUTS

BEGIN PROJECT TO STA 20+00

SCALE: 1" = 40' SHEET 1 OF 4

SHEET NO. 35

DATE: 11/2/2023 2:50:07 PM
FILE:



LEGEND:

- REMOVE ASHPALT
- REMOVE CONC DRIVEWAY
- A — REMOVE SMALL RD SIGN SUP & ASSEMBLY
- B — REMOVE EXIST CONC DRIVE (SY)
- C — REMOVE EXIST CONC C&G (FT)
- D — REMOVE EXIST CONC CURB (FT)
- E — REMOVE EXIST CONC GUTTER (SY)
- F — REMOVE EXIST CONC SIDEWALK
- G — REMOVE STRUCTURE (HEADWALL)
- H — REMOVE STRUCTURE (SET)
- I — REMOVE STRUCTURE (INLET)

NOTES:

1. CONTRACTOR TO PLACE STOCKPILE OF MATERIAL GENERATED FROM THE PROJECT AT DESIGNATED SITE LOCATED AT THE SOUTHEAST INTERSECTION OF E MORRISON RD AND N SAN MARCELO BLVD (X:1315539.609, Y:16516622.202).
2. REMOVAL OF TREES, SHRUBS, SIGN FOUNDATIONS, ETC. TO BE SUBSIDIARY TO PERTINENT BID ITEMS.
3. CONCRETE PLUGS FOR ABANDONED PIPE SHALL BE SUBSIDIARY TO PERTINENT BID ITEMS.

City of BROWNSVILLE — On the Border, By the Sea — Texas

STATE OF TEXAS
OSCAR ARTURO GARZA
122125
LICENSED PROFESSIONAL ENGINEER

Oscar Arturo Garza, P.E.
11/2/2023

KCI TECHNOLOGIES
Engineers
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Construction Managers
2610 North Sharry Road
Mission, TX 78574
Phone: 956-271-6688
www.kci.com
TBPE Registration No. F-10579

STAGE COACH TRAIL REMOVAL LAYOUTS

STA 20+00 TO STA 30+00

SCALE: 1" = 40'

SHEET 2 OF 4

SHEET NO. 36

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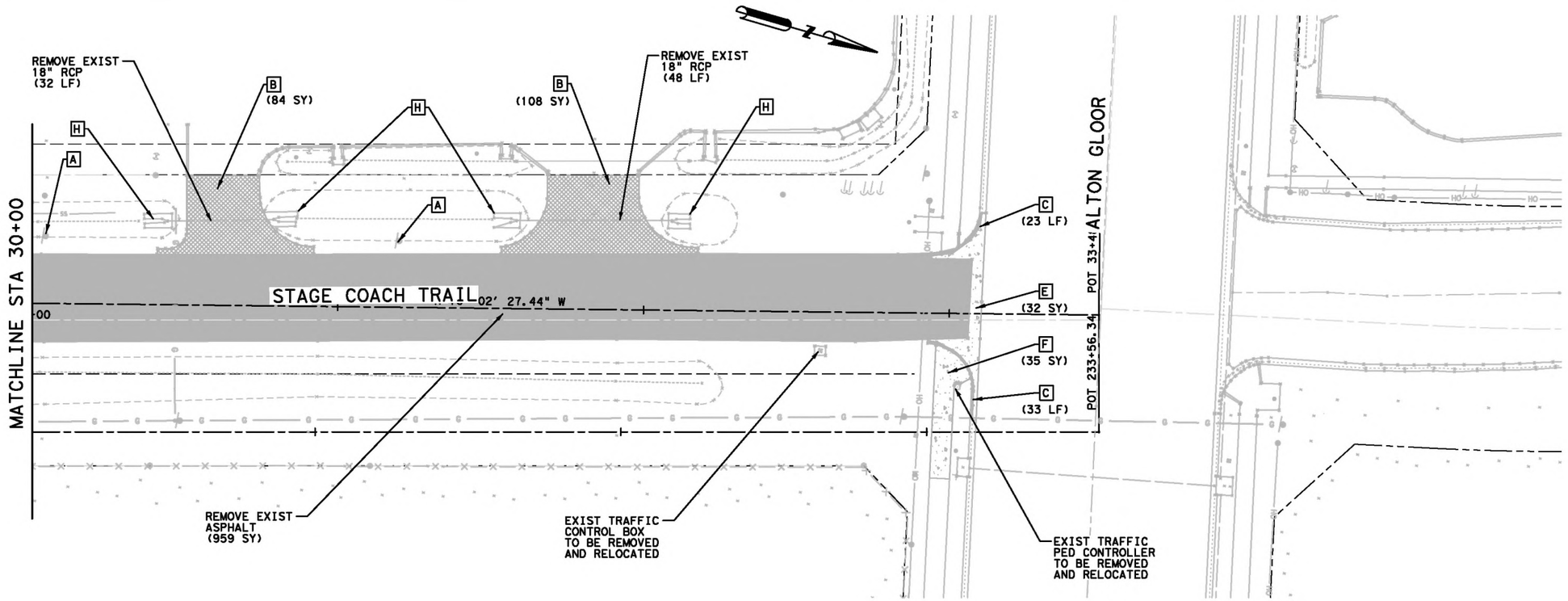

LEGEND:

- REMOVE ASHPALT
- REMOVE CONC DRIVEWAY
- A — REMOVE SMALL RD SIGN SUP & ASSEMBLY
- B — REMOVE EXIST CONC DRIVE (SY)
- C — REMOVE EXIST CONC C&G (FT)
- D — REMOVE EXIST CONC CURB (FT)
- E — REMOVE EXIST CONC GUTTER (SY)
- F — REMOVE EXIST CONC SIDEWALK
- G — REMOVE STRUCTURE (HEADWALL)
- H — REMOVE STRUCTURE (SET)
- I — REMOVE STRUCTURE (INLET)

NOTES:

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STAGE COACH TRAIL REMOVAL LAYOUTS

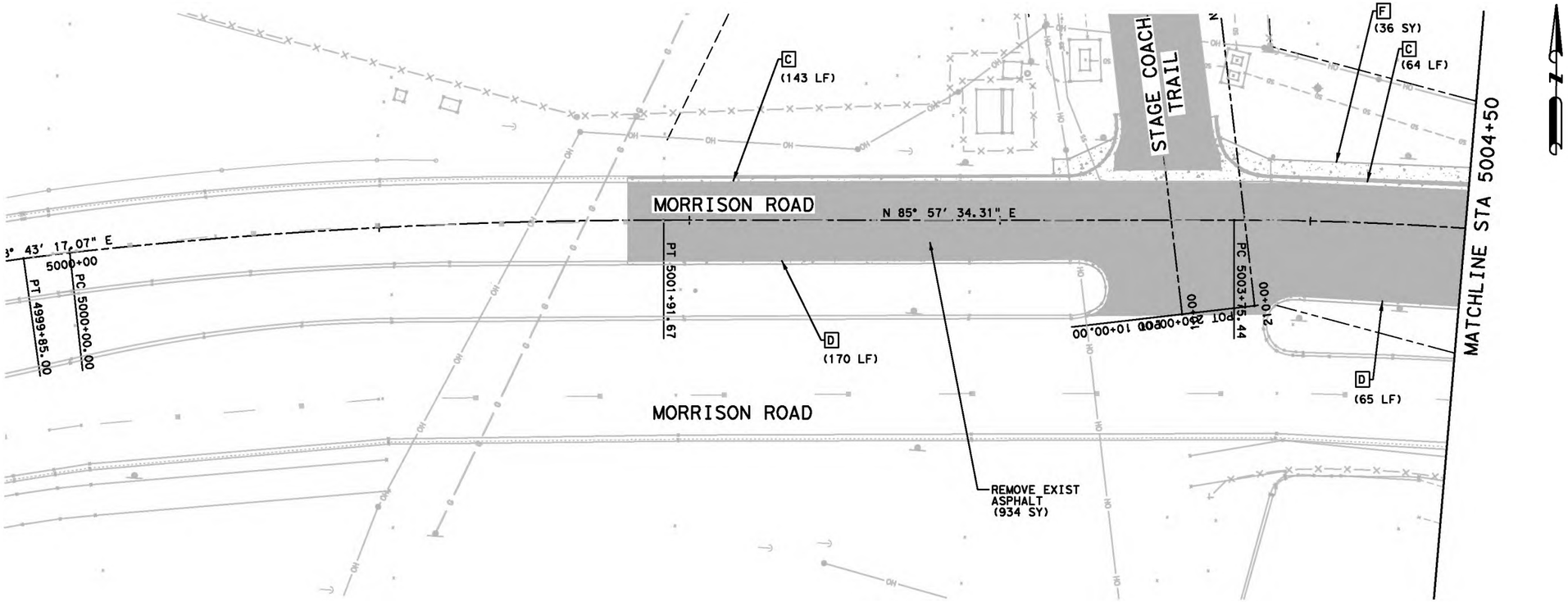
STA 30+00 TO END PROJECT

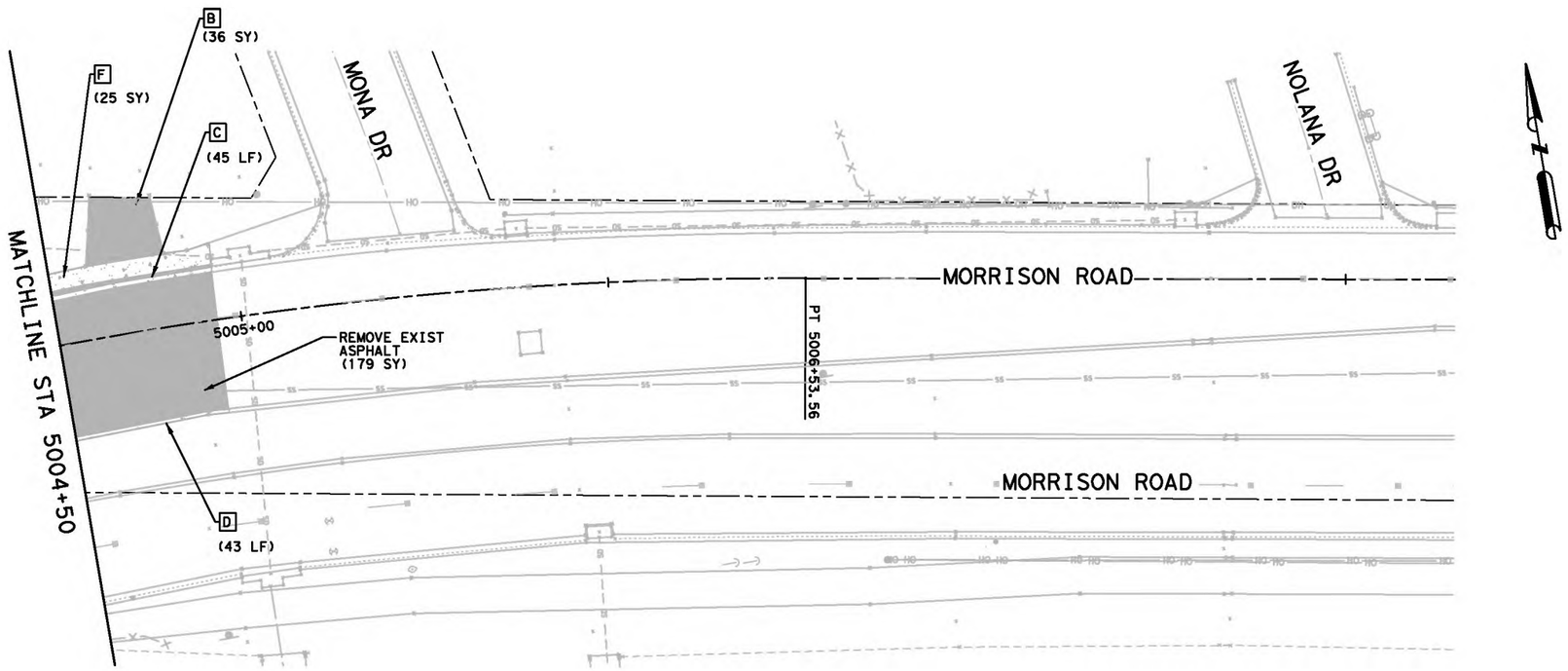
SCALE: 1" = 40'

SHEET 3 OF 4

SHEET NO. 37

DATE: 11/2/2023 2:50:22 PM
FILE:





LEGEND:

- REMOVE ASHPALT
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MORRISON ROAD REMOVAL LAYOUTS

SCALE: 1" = 40'

SHEET 4 OF 4

SHEET NO. 38

DATE: 11/2/2023 2:50:29 PM
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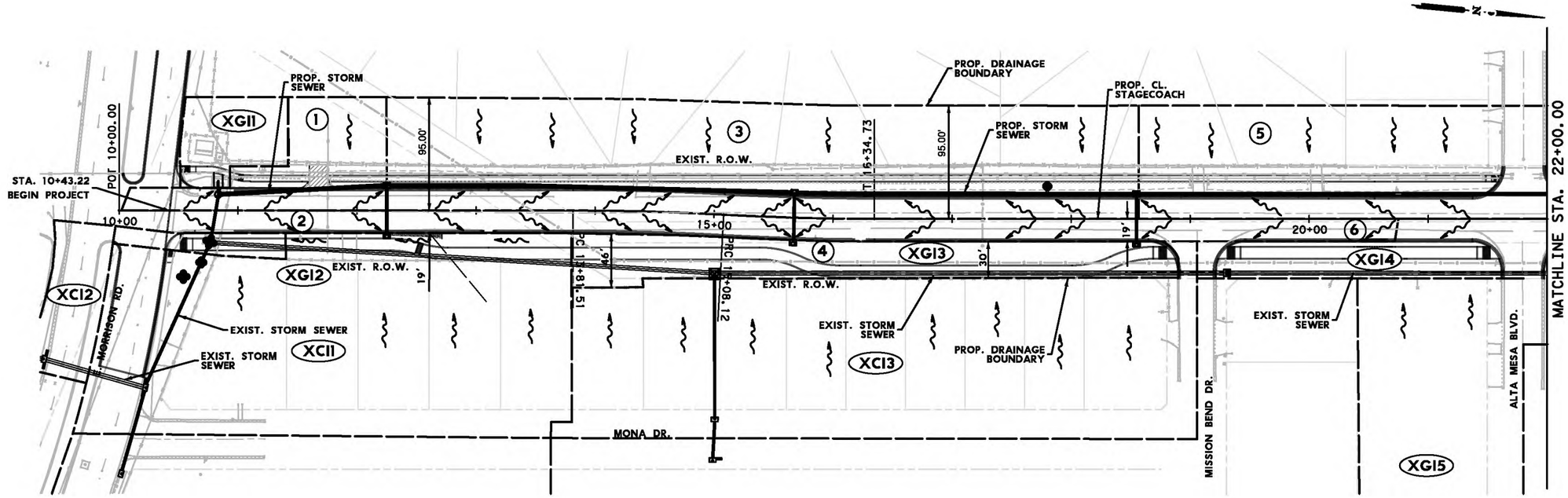

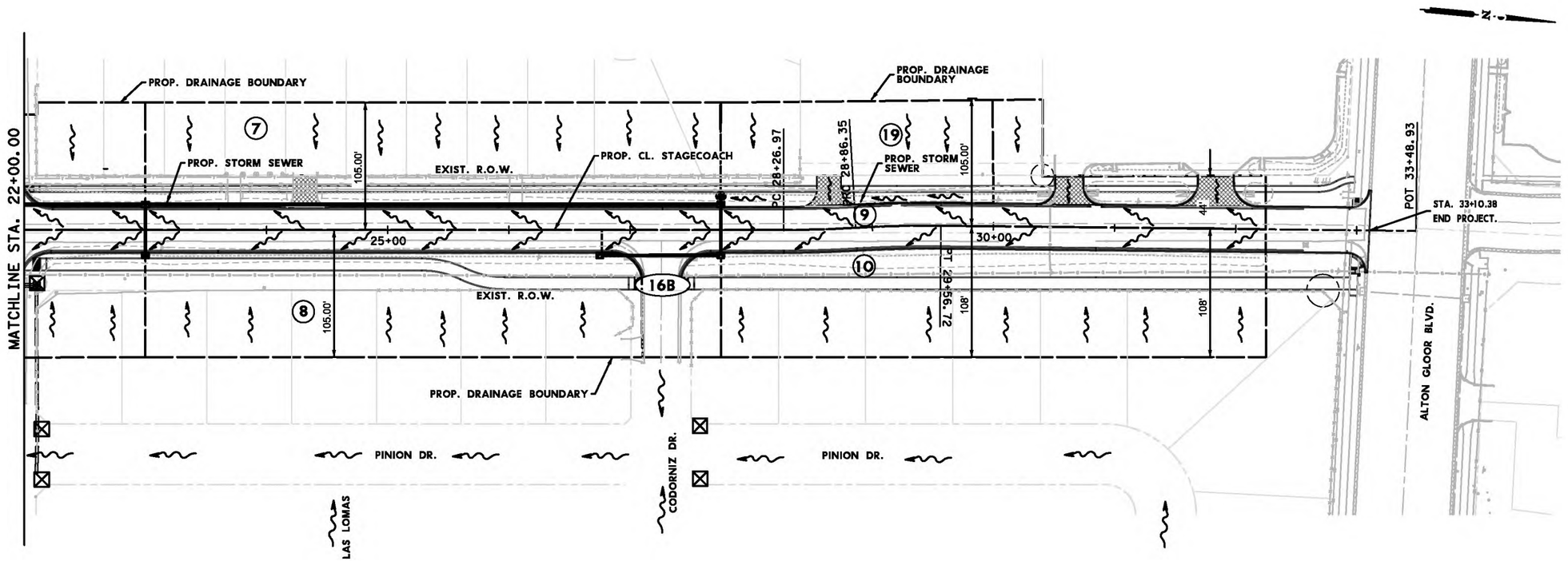

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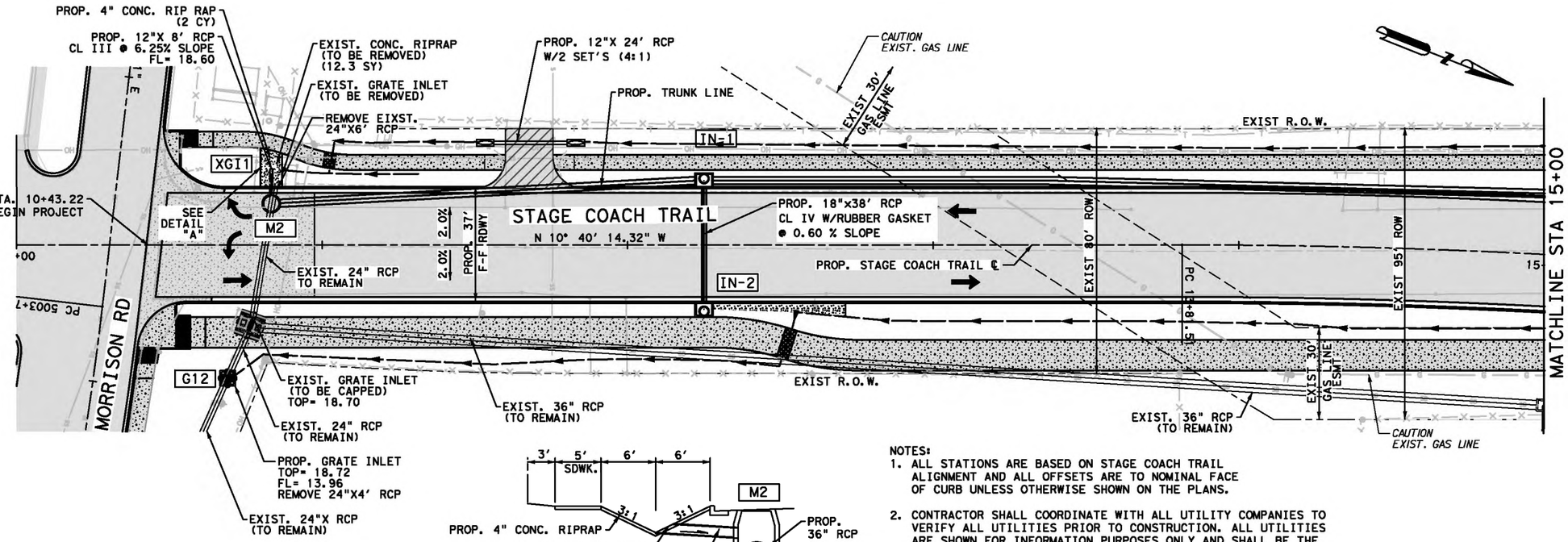
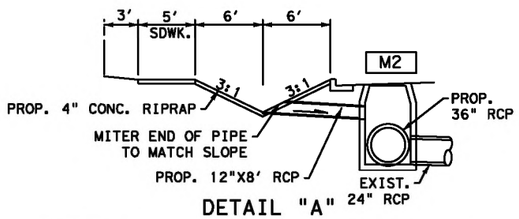
STAGE COACH TRAIL DRAINAGE AREA MAP

SCALE: 1"= 100'

SHEET 1 OF 1 SHEET

SHT. NO. 39





DETAIL "A"

NOTES:
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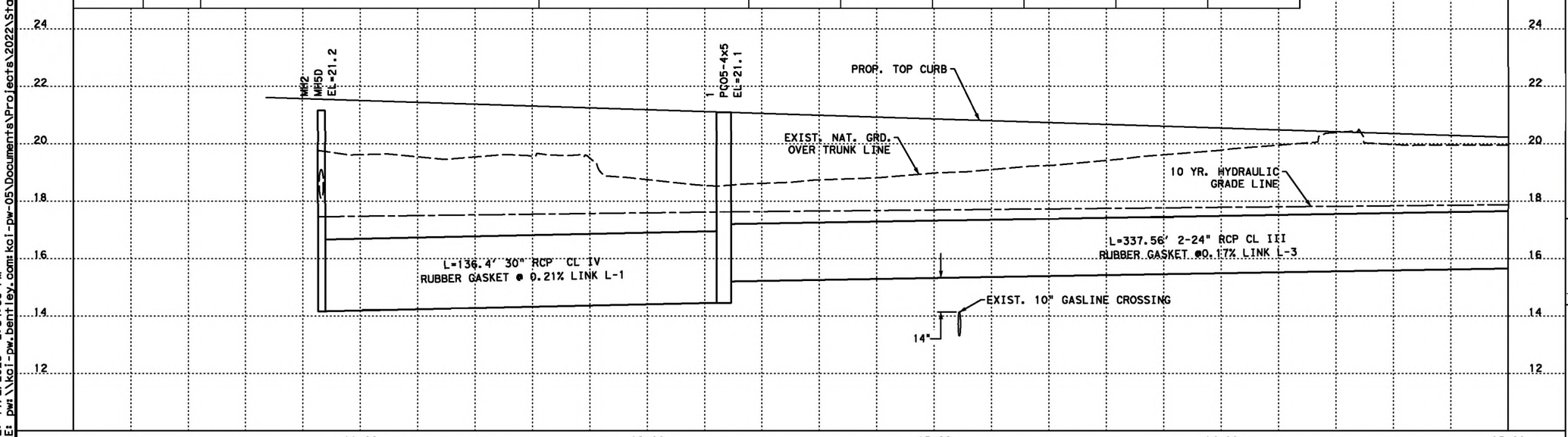
3. EXISTING GRATE INLET TO BE CAPPED TO BE SUBSIDIARY TO SHARED USE PATH.

STORM DRAIN TABLE

STRUCTURE I.D.	X&Y OR DIA.	DESCRIPTION	STATION / OFFSET	TOP OF STR. ELEVATION	PROP. FL. OF STRUCTURE	PROP. FL OF PIPE (NORTH)	PROP. FL OF PIPE (SOUTH)	PROP. FL OF PIPE (EAST)	PROP. FL OF PIPE (WEST)
M2	5'	PROP. MANHOLE	STA. 10+83.5, 13.5' LT.	21.15	14.16	14.16		14.16	18.10
XG11	12"	MITERED PIPE	STA. 10+84, 25' LT.	18.60	18.60			18.60	
G12	4'X 4'	TY GRATE INLET	STA. 10+69, 43.5' RT.	18.53	13.96			13.96	13.96
IN-1	5'x 4'	TY CURB INLET	STA. 12+25, 18.5' LT	21.10	14.46	15.22	14.46	16.73	
IN-2	5'x 4'	TY CURB INLET	STA. 12+25, 18.5' RT	21.10	16.98				16.73



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STAGE COACH TRAIL UTILITIES & DRAINAGE PLAN & PROFILE STA 10+00 TO STA 15+00

SHEET 1 OF 5 SHEETS

SCALE: HOR: 1" = 40'
VER: 1" = 4'

SHT. NO. 40

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NOTES:
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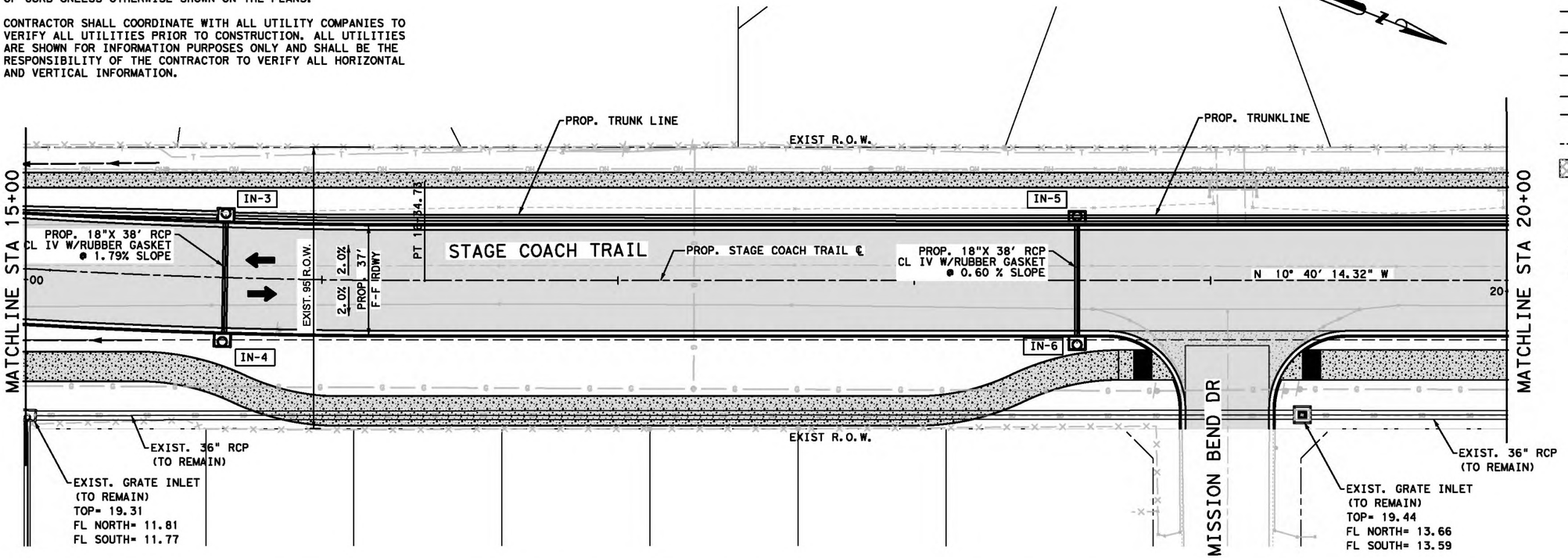
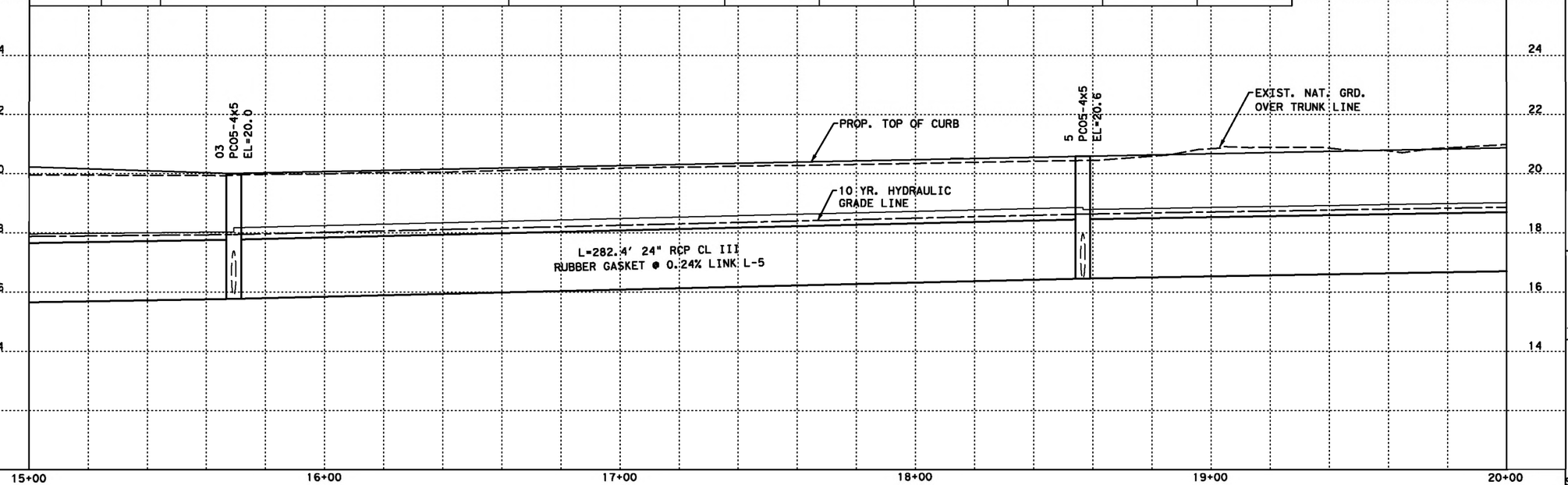


LEGEND:
- EXIST. R.O.W. LINE
- OH — EXIST. OVERHEAD POWER LINE
- G — EXIST. GAS LINE
- UT — EXIST. UNDERGROUND TELEPHONE LINE
- W — EXIST. WATER LINE
- IRR — EXIST. SANITARY SEWER LINE
- PROP. STORM DRAIN LATERAL OR TRUNKLINE
- PROP. SWALE FLOW LINE
- PROP. CUT & RESTORE PAVMENT
- * FOR CONTRACTORS INFORMATION ONLY
- ◑ TO BE ADJUSTED
- Φ EXIST. STRUCTURE TO BE REMOVED
- XXX STRUCTURE ID
- PROP. TY CURB INLET W/LT & RT EXTENSIONS
- PROP. TY CURB INLET
- PROP. TY GRATE INLET

STORM DRAIN TABLE

STRUCTURE I.D.	X&Y OR DIA.	DESCRIPTION	STATION / OFFSET	TOP OF STR. ELEVATION	PROP. FL. OF STRUCTURE	PROP. FL OF PIPE (NORTH)	PROP. FL OF PIPE (SOUTH)	PROP. FL OF PIPE (EAST)	PROP. FL OF PIPE (WEST)
IN-3	5'x 4'	TY CURB INLET	STA. 15+67, 18.5' LT	20.01	15.77	15.77	15.77	15.89	
IN-4	5'x 4'	TY CURB INLET	STA. 15+67, 18.5' RT	20.01	16.63				16.63
IN-5	5'x 4'	TY CURB INLET	STA. 18+55, 18.5' LT	20.58	16.46	16.46	16.46	16.46	
IN-6	5'x 4'	TY CURB INLET	STA. 18+55, 18.5' RT	20.58	16.71				16.71



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STAGE COACH TRAIL UTILITIES & DRAINAGE PLAN & PROFILE STA 15+00 TO STA 20+00

SHEET 2 OF 5 SHEETS

SCALE: HOR: 1" = 40'
VER: 1" = 4'

SHT. NO. 41

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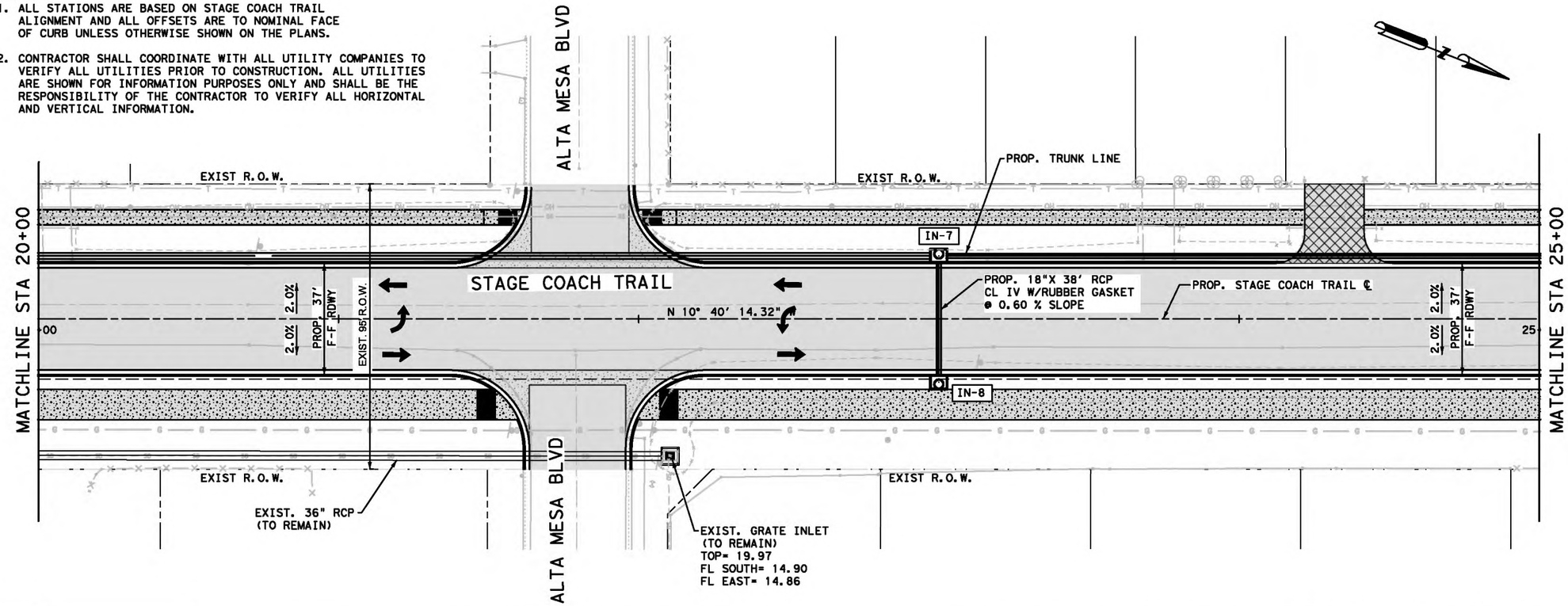

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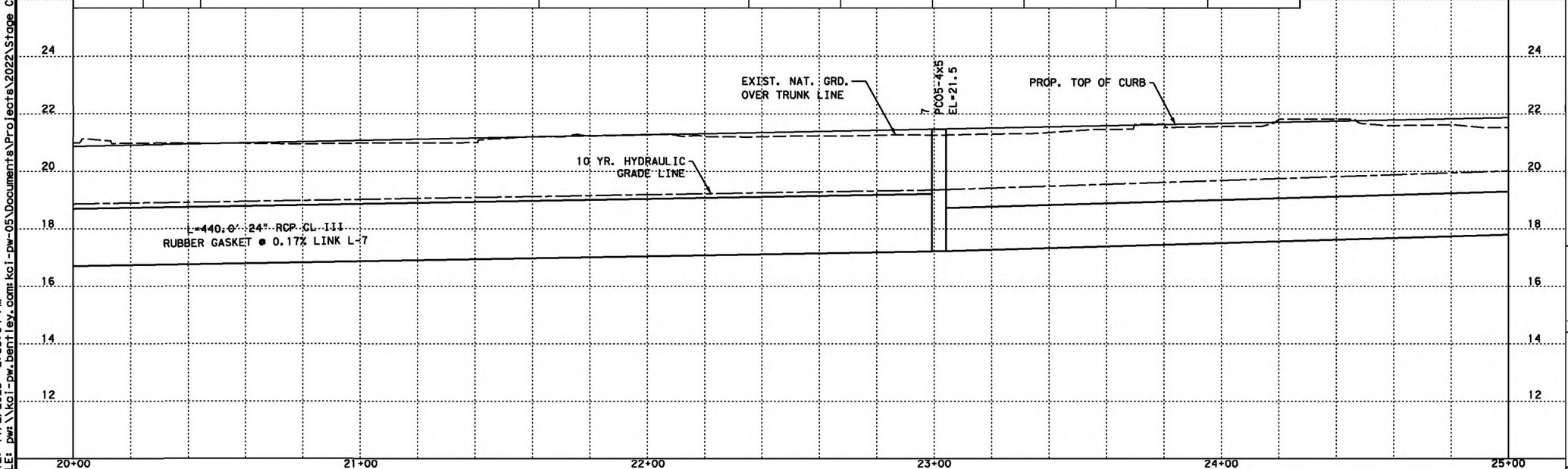
- PROP. TY GRATE INLET

STORM DRAIN TABLE

STRUCTURE I.D.	X&Y OR DIA.	DESCRIPTION	STATION / OFFSET	TOP OF STR. ELEVATION	PROP. FL. OF STRUCTURE	PROP. FL OF PIPE (NORTH)	PROP. FL OF PIPE (SOUTH)	PROP. FL OF PIPE (EAST)	PROP. FL OF PIPE (WEST)
IN-7	5'x 4'	TY CURB INLET	STA. 20+75, 18.5' LT	21.47	17.22	17.22	17.22	17.22	
IN-8	5'x 4'	TY CURB INLET	STA. 20+75, 18.5' RT	21.47	17.47				17.47



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STAGE COACH TRAIL UTILITIES & DRAINAGE PLAN & PROFILE STA 20+00 TO STA 25+00

SHEET 3 OF 5 SHEETS

SCALE: HOR: 1" = 40'
VER: 1" = 4'

SHT. NO. 42

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NOTES:
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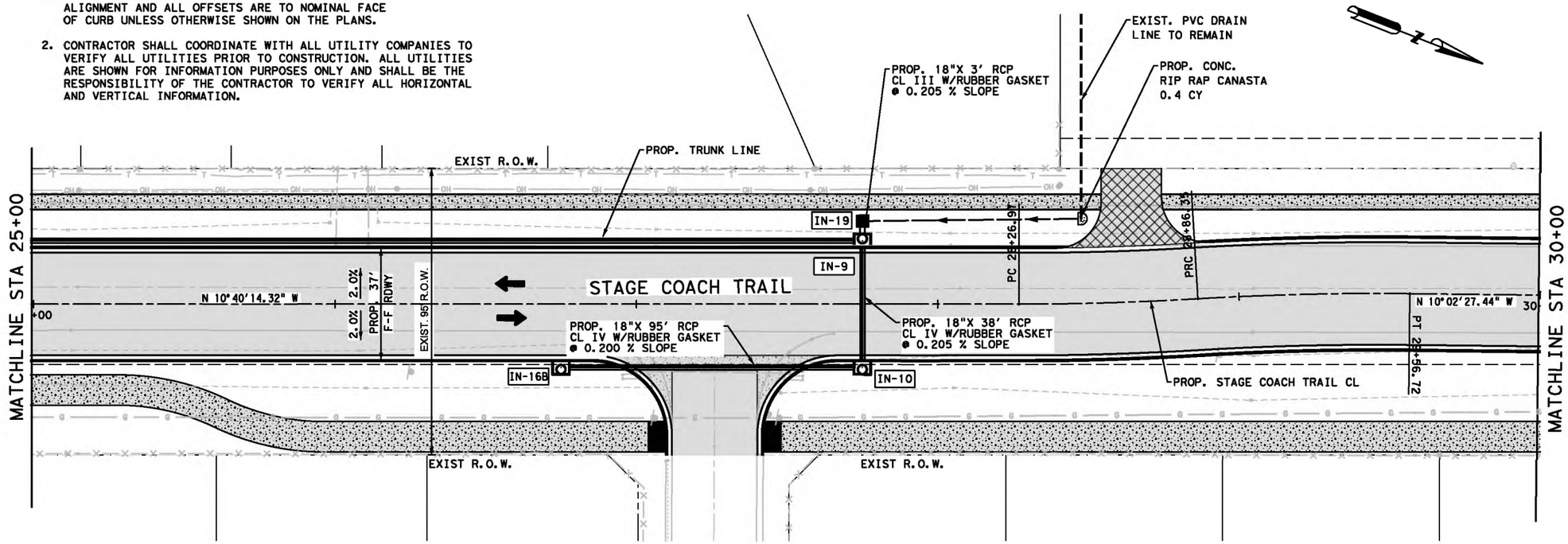

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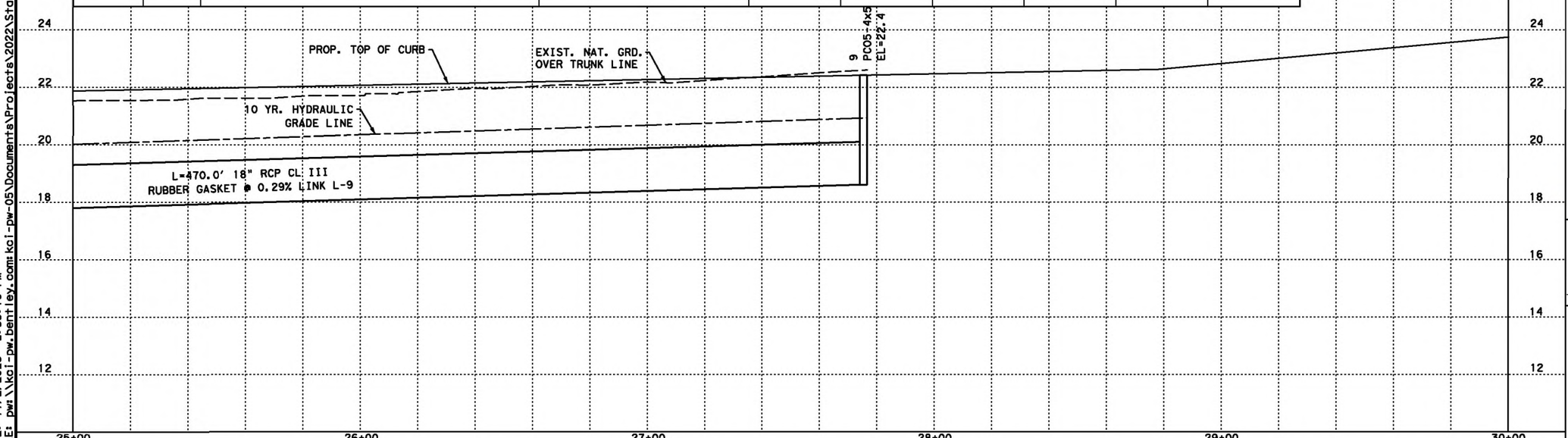
- Φ EXIST. STRUCTURE TO BE REMOVED
- XXX STRUCTURE ID
- PROP. TY CURB INLET W/LT & RT EXTENSIONS
- PROP. TY CURB INLET
- PROP. TY GRATE INLET

STORM DRAIN TABLE

STRUCTURE I.D.	X&Y OR DIA.	DESCRIPTION	STATION / OFFSET	TOP OF STR. ELEVATION	PROP. FL. OF STRUCTURE	PROP. FL OF PIPE (NORTH)	PROP. FL OF PIPE (SOUTH)	PROP. FL OF PIPE (EAST)	PROP. FL OF PIPE (WEST)
IN-9	5'x 4'	TY CURB INLET	STA. 27+75, 18.5' LT	22.42	18.61		18.61	18.61	19.00
IN-10	5'x 4'	TY CURB INLET	STA. 27+75, 18.5' RT	22.42	18.70		18.67		18.70
IN-16B	5'x 4'	TY CURB INLET	STA. 26+75, 18.5' RT	22.22	18.84	18.84			
IN-19	3'x 3'	TY GRATE INLET	STA. 27+75, 27.5' LT	21.74	19.20			19.20	



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STAGE COACH TRAIL UTILITIES & DRAINAGE PLAN & PROFILE STA 25+00 TO STA 30+00

SHEET 4 OF 5 SHEETS

SCALE: HOR: 1" = 40'
VER: 1" = 4'

SHT. NO. 43

DATE: 11/2/2023 2:55:19 PM
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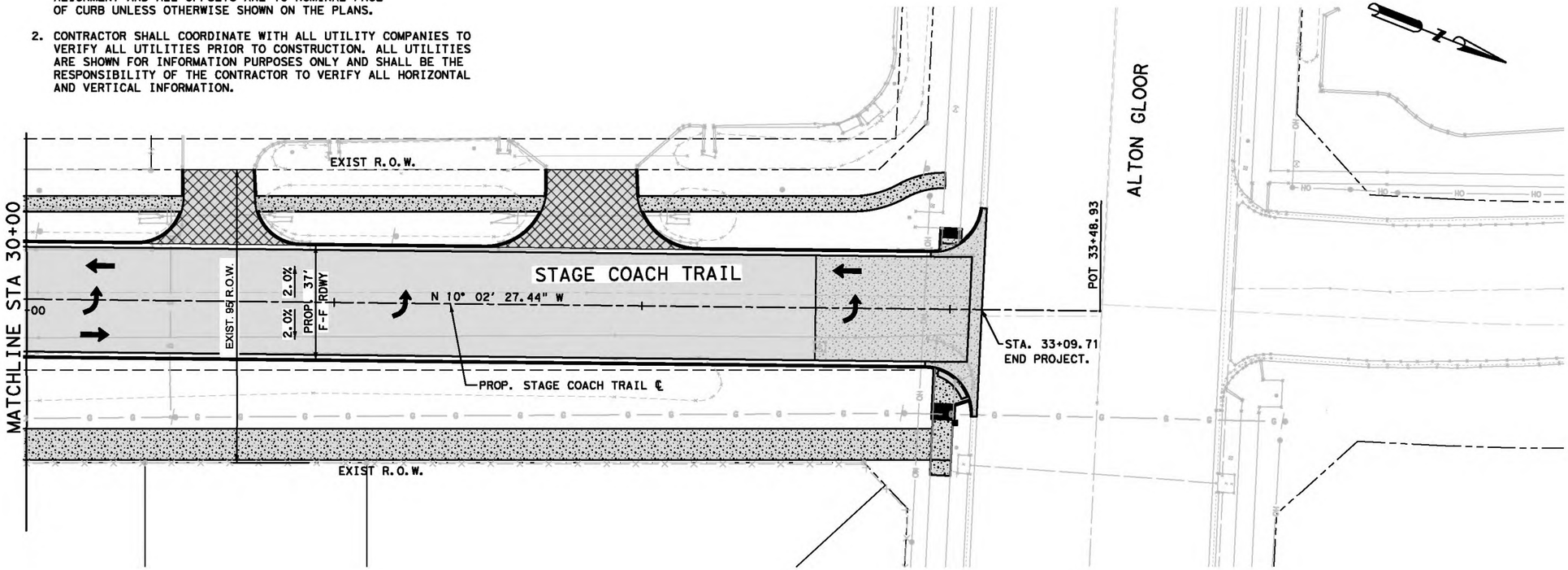

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- Φ EXIST. STRUCTURE TO BE REMOVED
- XXX STRUCTURE ID
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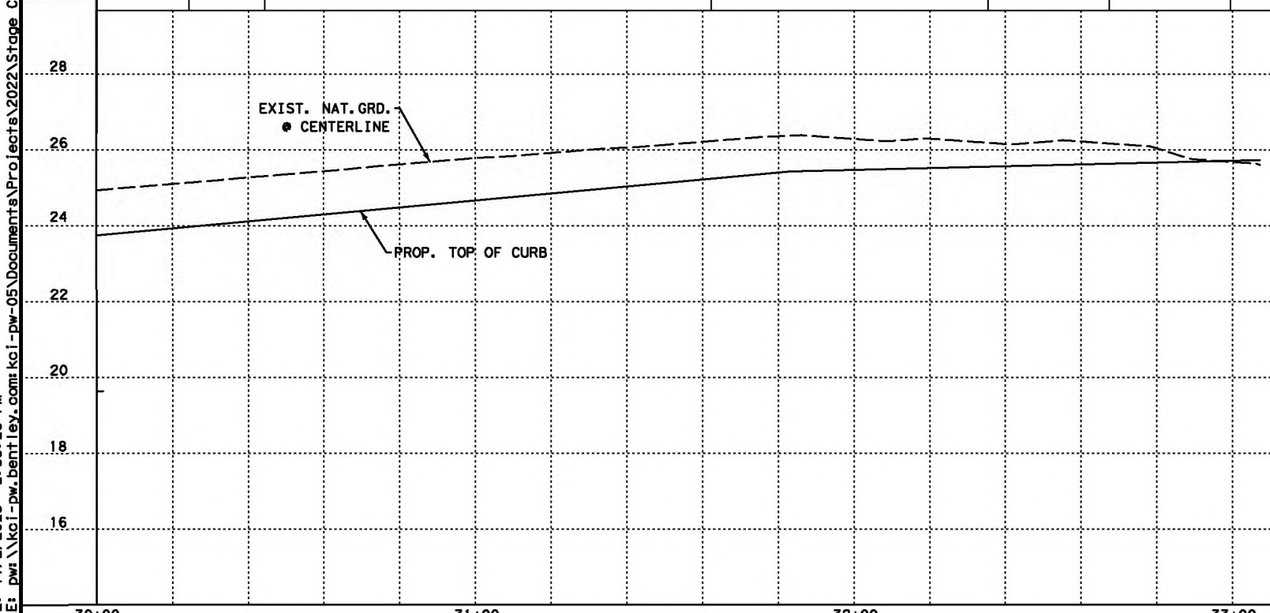
- PROP. TY CURB INLET
- PROP. TY GRATE INLET

STORM DRAIN TABLE

STRUCTURE I.D.	X&Y OR DIA.	DESCRIPTION	STATION / OFFSET	TOP OF STR. ELEVATION	PROP. FL. OF STRUCTURE	PROP. FL OF PIPE (NORTH)	PROP. FL OF PIPE (SOUTH)	PROP. FL OF PIPE (EAST)	PROP. FL OF PIPE (WEST)



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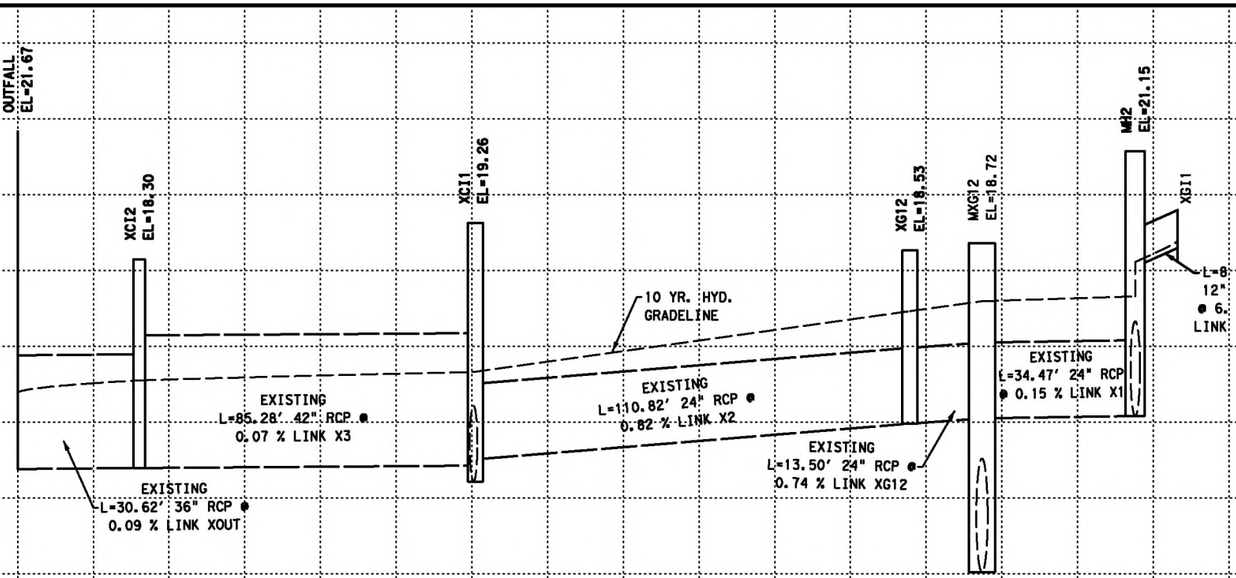
STAGE COACH TRAIL UTILITIES & DRAINAGE PLAN & PROFILE STA 30+00 TO END PROJECT

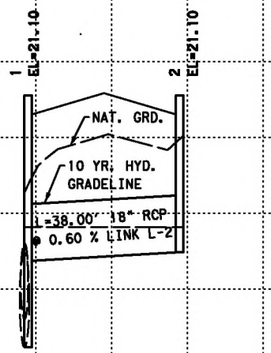
SHEET 5 OF 5 SHEETS

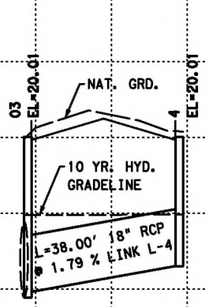
SCALE: HOR: 1" = 40'
VER: 1" = 4'

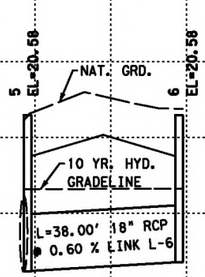
SHT. NO. 44

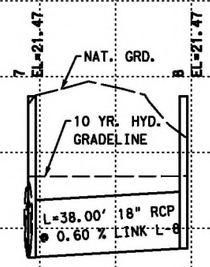
DATE: 11/2/2023 2:55:28 PM
FILE: pw:\\kci-pw.bentley.com:kci-pw-05\Documents\Projects\2022\Stage Coach Trail\4 - Design\Plan Set\6. Utilities\Stage Coach Trail_UD_PP_05.dgn

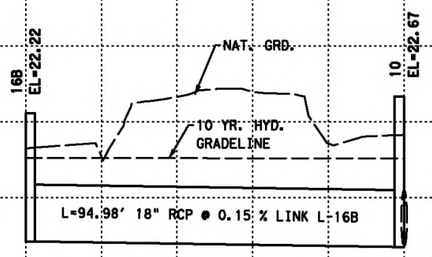


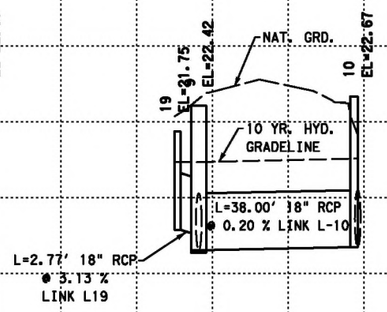












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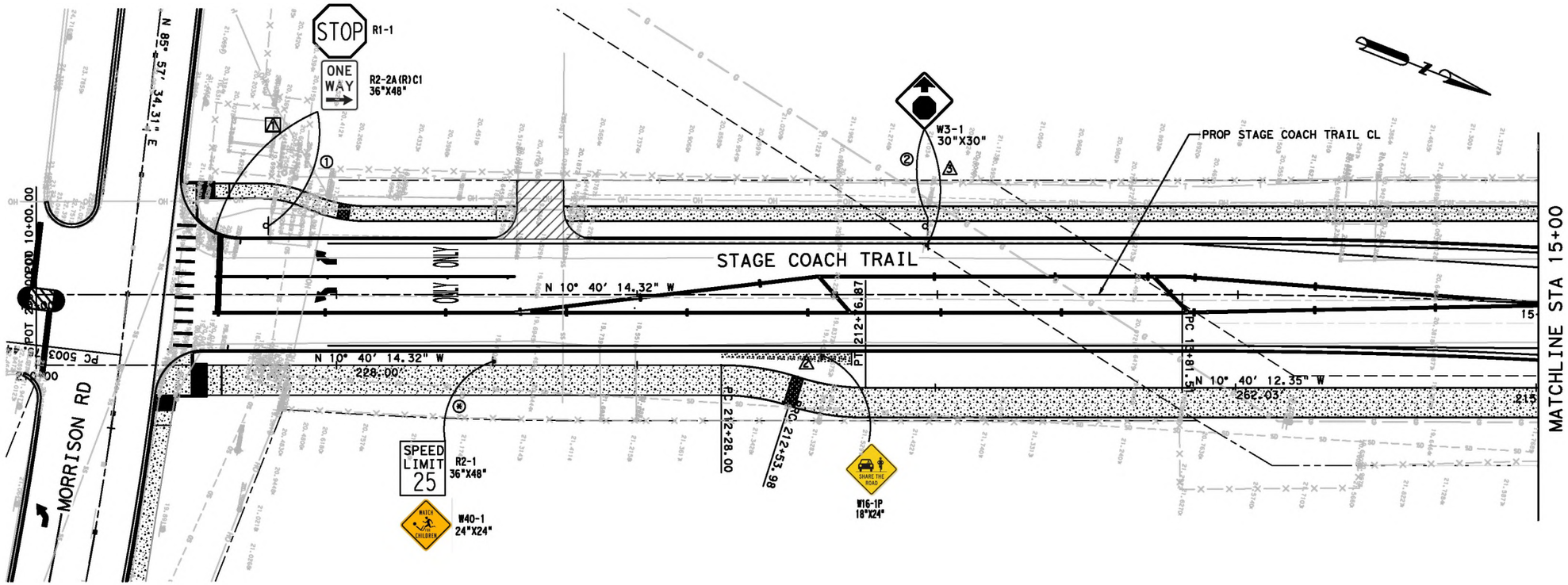
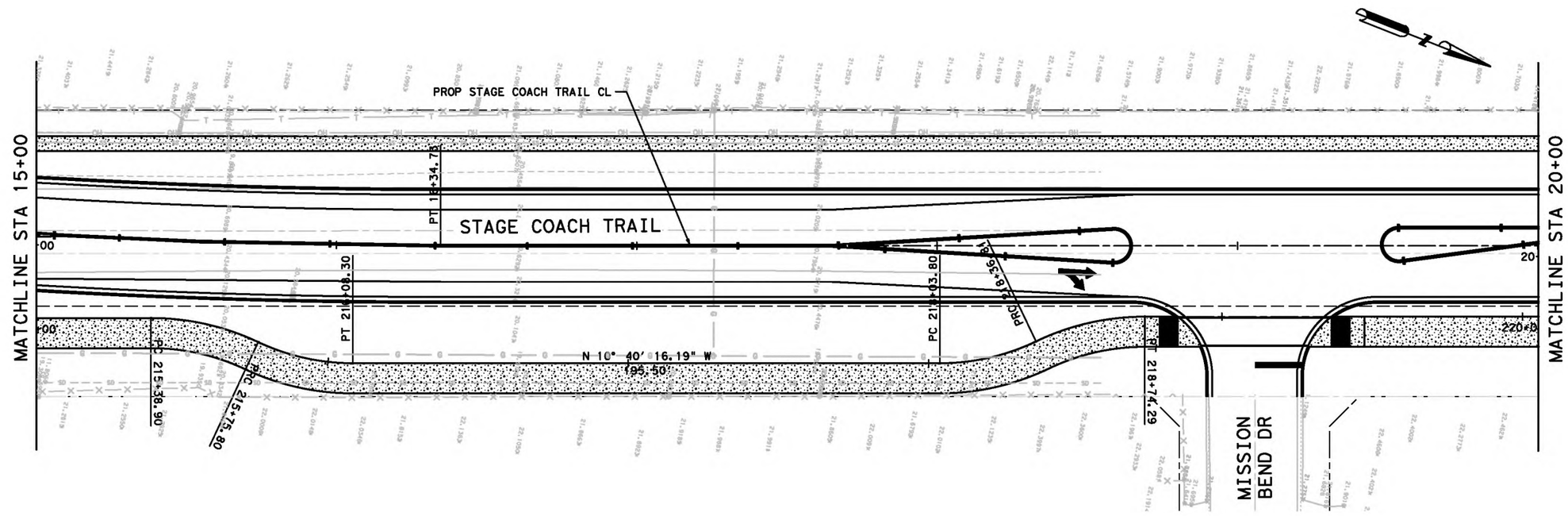
STAGE COACH TRAIL UTILITIES & DRAINAGE LATERALS

SHEET 1 OF 1 SHEETS

SCALE: HOR: 1" = 40'
VER: 1" = 4'

SHT. NO. 45





LEGEND

- DIRECTION OF TRAVEL
- EXISTING TRAFFIC ARROW
- PROPOSED TRAFFIC ARROW
- SIGN POST
- EXISTING SIGN TO REMAIN IN PLACE
- SIGN TO BE INSTALLED
- SIGNS TO BE REMOVED
- SIGNS TO BE RELOCATED

NOTES:

PROPOSED SMALL SIGNS SHALL BE INSTALLED USING NEW POSTS AND PANELS.

REMOVAL OF EXISTING SMALL SIGNS SHALL INCLUDE POST AND PANEL. THE FOUNDATION SHALL BE REMOVED TO 2 FEET BELOW FINISHED GRADE.

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ENGINEERS PLANNERS SCIENTISTS CONSTRUCTION MANAGERS
KCI TECHNOLOGIES
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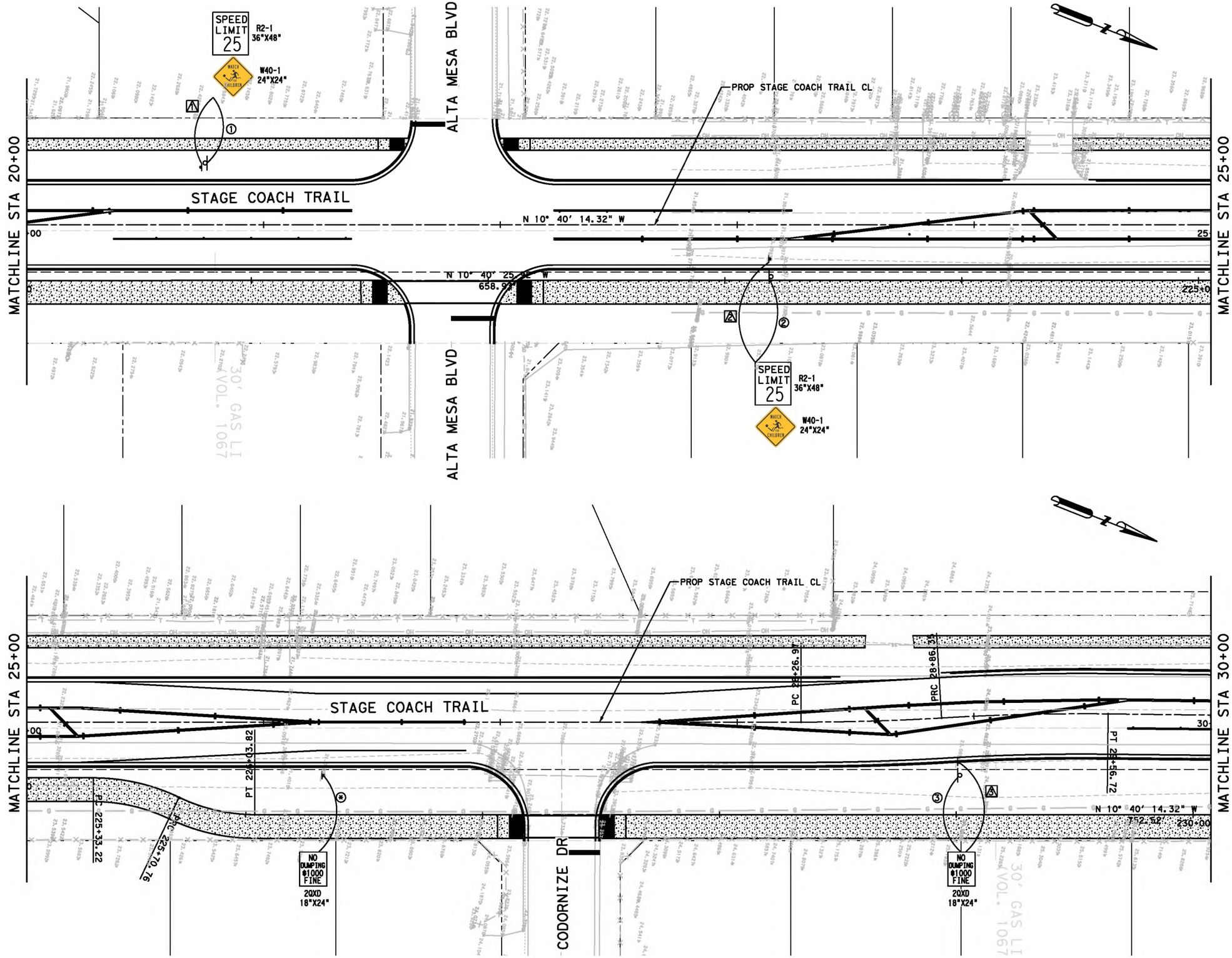
STAGE COACH TRAIL SIGNING LAYOUTS

BEGIN PROJECT TO STA 20+00

SCALE: 1" = 40'

SHEET NO. 46

DATE: 11/2/2023 3:01:40 PM
FILE:



LEGEND

- DIRECTION OF TRAVEL
- EXISTING TRAFFIC ARROW
- PROPOSED TRAFFIC ARROW
- SIGN POST
- EXISTING SIGN TO REMAIN IN PLACE
- SIGN TO BE INSTALLED
- SIGNS TO BE REMOVED
- SIGNS TO BE RELOCATED

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Mission, TX 78574
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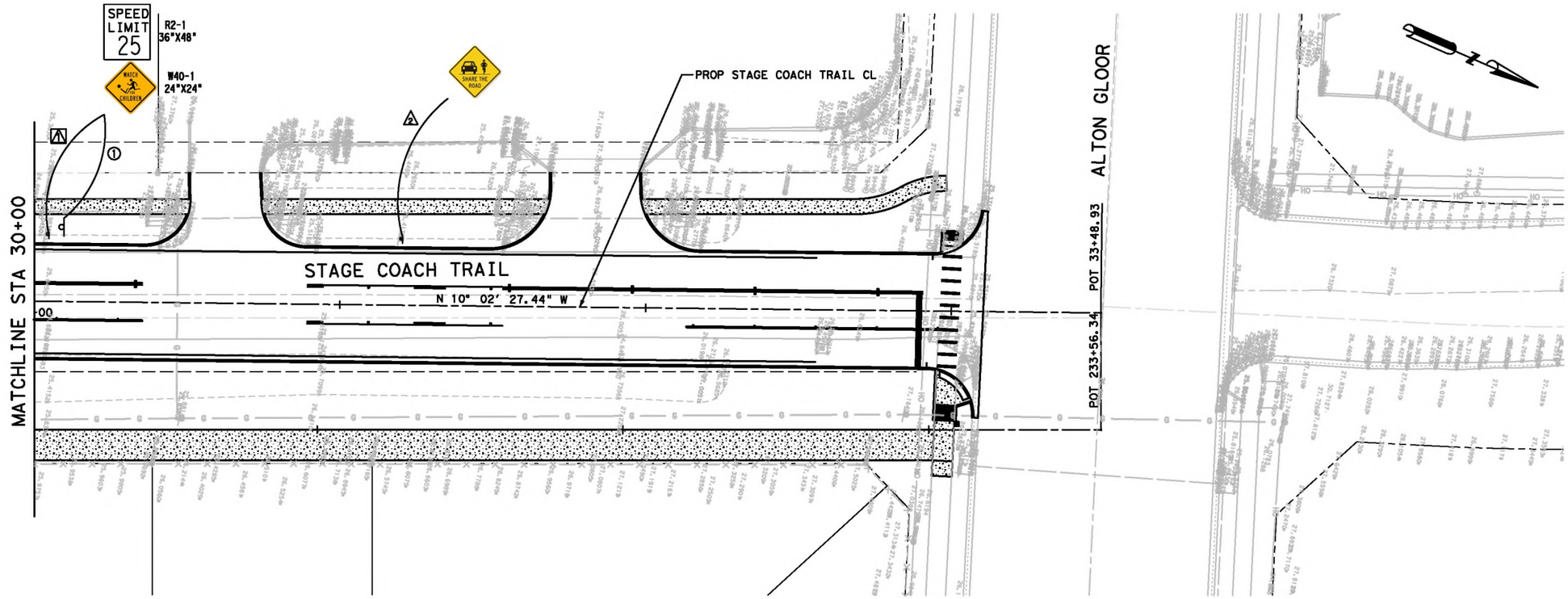
STAGE COACH TRAIL SIGNING LAYOUTS

STA 20+00 TO STA 30+00

SCALE: 1" = 40'

SHEET NO. 47

DATE: 11/2/2023 3:01:43 PM
FILE:



LEGEND

- DIRECTION OF TRAVEL
- EXISTING TRAFFIC ARROW
- PROPOSED TRAFFIC ARROW
- SIGN POST
- EXISTING SIGN TO REMAIN IN PLACE
- SIGN TO BE INSTALLED
- SIGNS TO BE REMOVED
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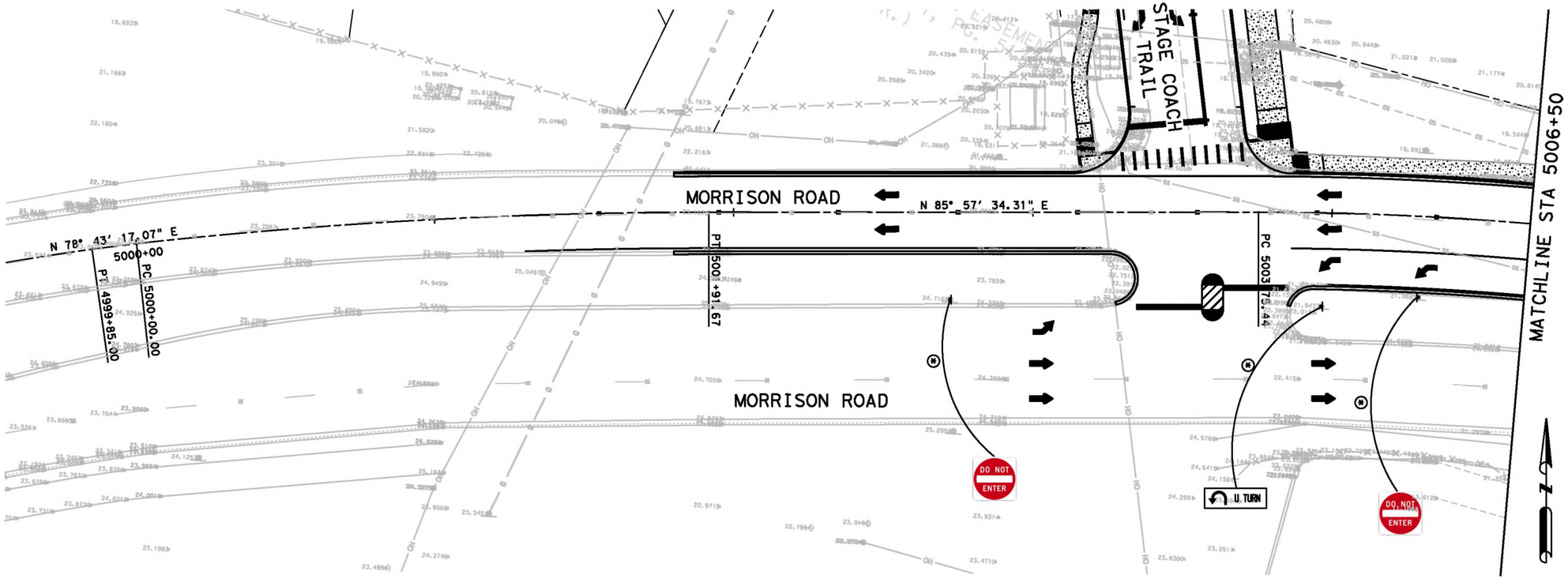
STAGE COACH TRAIL SIGNING LAYOUTS

STA 30+00 TO END PROJECT

SCALE: 1" = 40'

SHEET NO. 48

DATE: 11/2/2023 3:01:46 PM
FILE:



LEGEND

- DIRECTION OF TRAVEL
- EXISTING TRAFFIC ARROW
- PROPOSED TRAFFIC ARROW
- SIGN POST
- EXISTING SIGN TO REMAIN IN PLACE
- SIGN TO BE INSTALLED
- SIGNS TO BE REMOVED
- SIGNS TO BE RELOCATED

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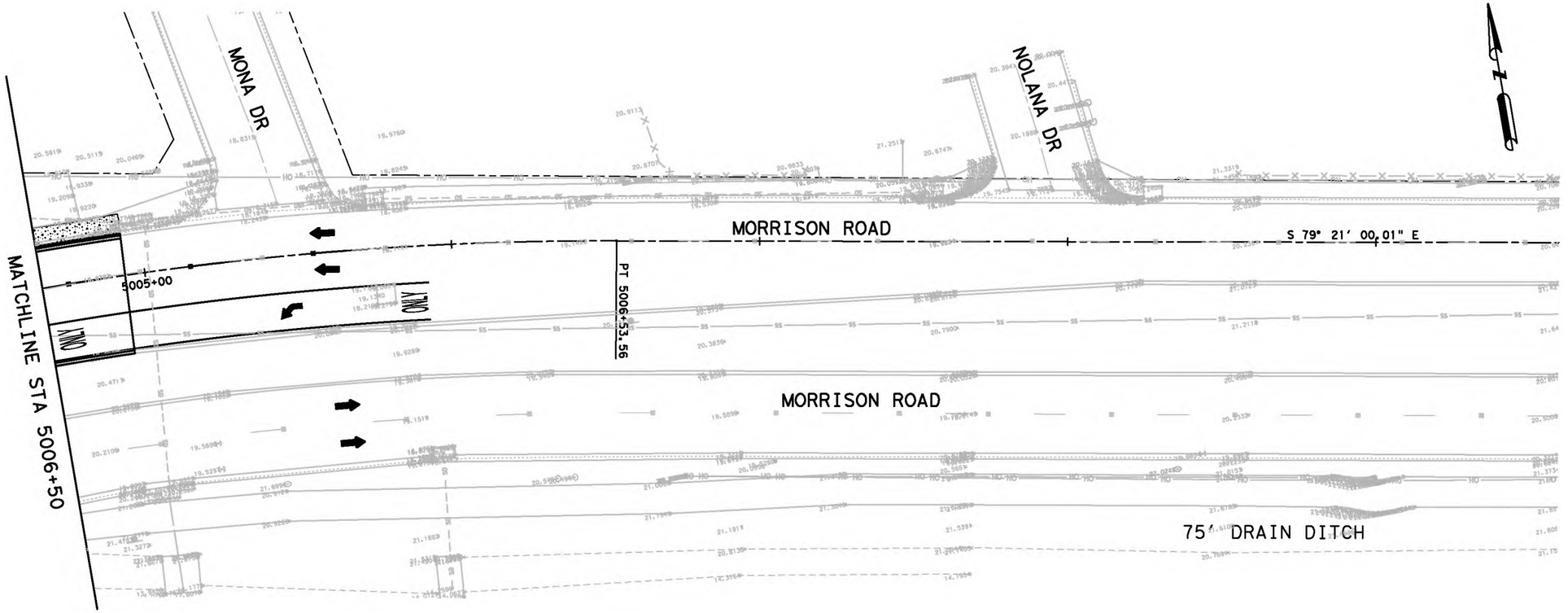

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MORRISON ROAD SIGNING LAYOUTS

STA 4999+95 TO END

SCALE: 1" = 40'

SHEET NO. 49

DATE: 11/2/2023 3:01:49 PM
FILE:

SUMMARY OF SMALL SIGNS

PLAN SHEET NO.	SIGN NO.	SIGN TYPE	SIGN TEXT	DIMENSIONS	REMOVE SMALL SIGN ASSM.	RELOCATE SMALL SIGN ASSM.
				(INCHES)	(EA)	(EA)
1	1	R1-1	STOP	36"X36"	X	X
		R2-2A(R)C1	ONE WAY	36"X48"	X	X
	2	W3-1	STOP AHEAD	30"X30"	X	X
	3	W16-1P	SHARE THE ROAD	18"X24"	X	
2	1	R2-1	SPEED LIMIT 25	36"X48"	X	X
		W40-1	WATCH FOR CHILDREN	24"X24"	X	X
	2	R2-1	SPEED LIMIT 25	36"X48"	X	X
		W40-1	WATCH FOR CHILDREN	24"X24"	X	X
	3	2QXD	NO DUMPING $1000 FINE	18"X24"	X	X
3	1	R2-1	SPEED LIMIT 25	36"X48"	X	X
		W40-1	WATCH FOR CHILDREN	24"X24"	X	X
	2	W16-1P	SHARE THE ROAD	18"X24"	X	

DATE: 11/2/2023 3:01:51 PM
FILE:

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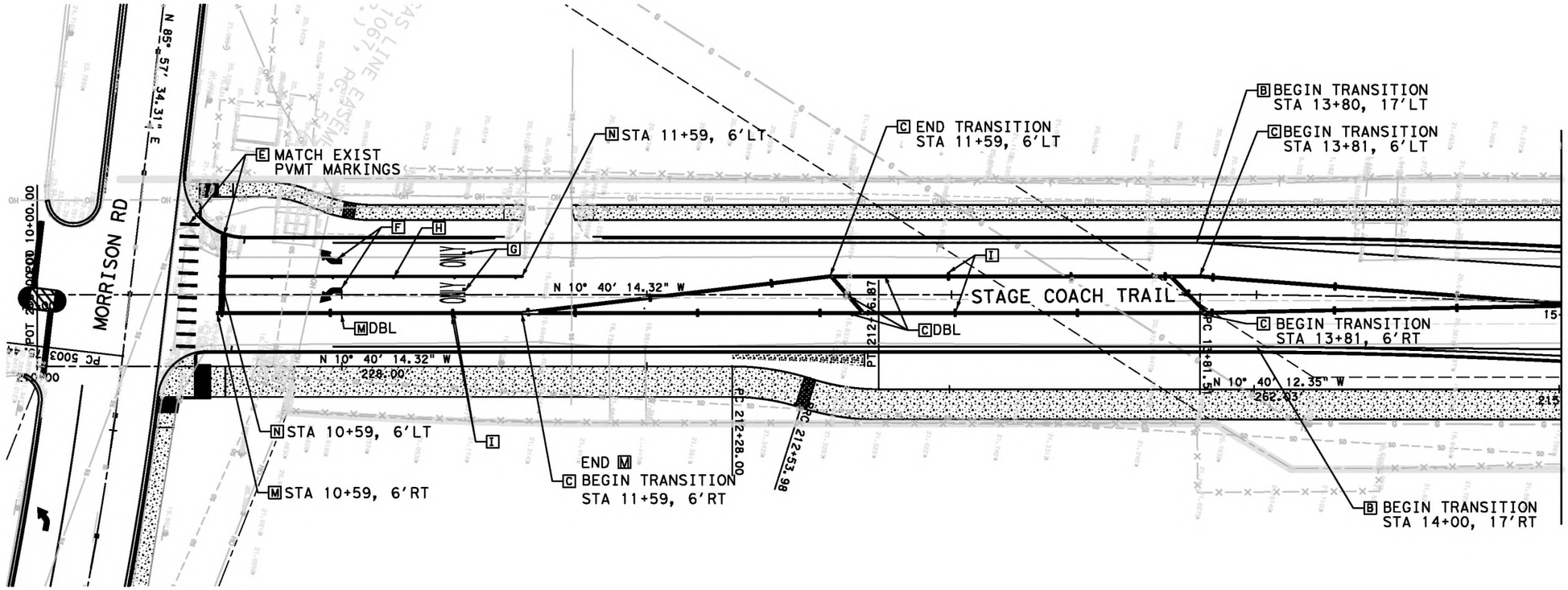
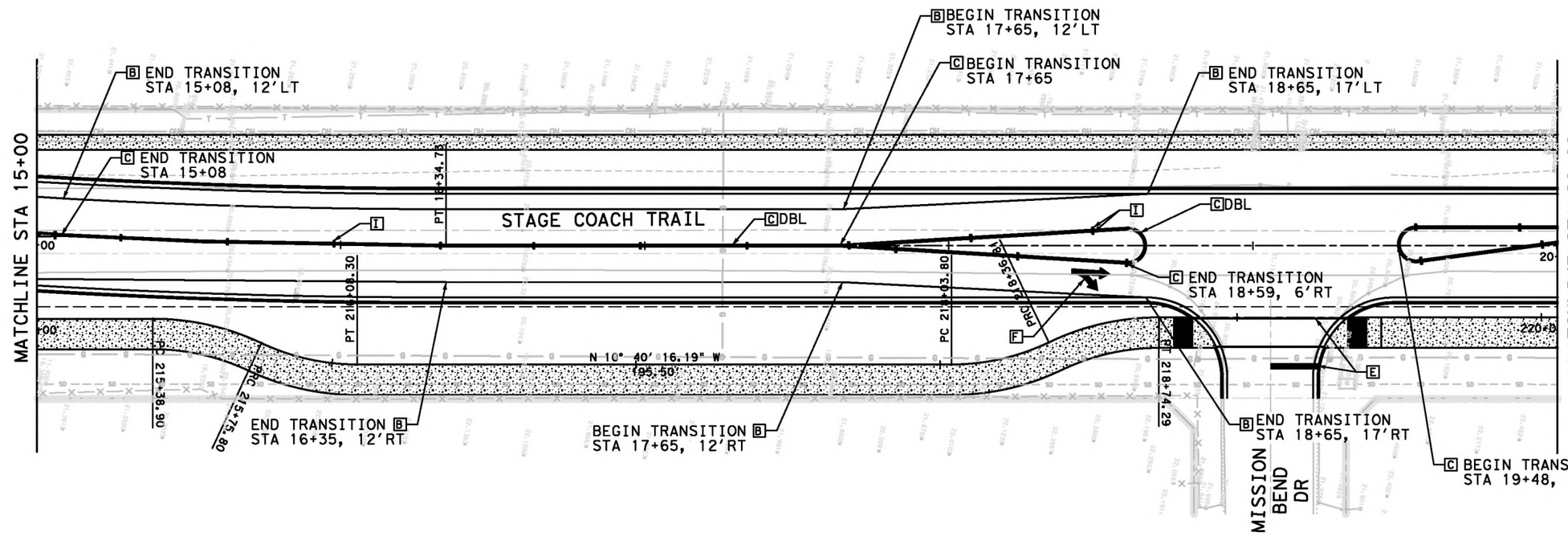
STAGE COACH TRAIL
SUMMARY OF SMALL SIGNS TO BE REMOVED OR RELOCATED

SCALE: 1" = 40'

SHEET NO. 50





LEGEND

- DIRECTION OF TRAVEL
- EXISTING TRAFFIC ARROW
- PROPOSED TRAFFIC ARROW
- A REFL PAV MRK TY I (W) (8") (SLD) (100MIL)
- B RE PM W/RET REQ TY I (W) (4") (SLD) (100MIL)
- C RE PM W/RET REQ TY I (Y) (4") (SLD) (100MIL)
- D REFL PAV MRK TY I (Y) (4") (BRK) (100MIL)
- E PREFAB PAV MRK TY C (W) (24") (SLD)
- F PREFAB PAV MRK TY C (W) (ARROW)
- G PREFAB PAV MRK TY C (W) (WORD)
- H PREFAB PAV MRK TY I-C
- I PREFAB PAV MRK TY II-A-A
- J RE PM W/RET REQ TY 1 (W) (4") (BRK (100MIL)
- K RE PM W/RET REQ TY 1 (W) (4") (DBL) (BRK) (100MIL)
- L REF PAV MRK TY 1 (W) (18") (YLD TRI) (100MIL)
- M RE PROF PM TY I (Y) (6") (SLD) (100MIL)
- N RE PROF PM TY I (W) (8") (SLD) (100MIL)

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STAGE COACH TRAIL PAVEMENT MARKING LAYOUTS

BEGIN PROJECT TO STA 20+00

SCALE: 1" = 40'

SHEET NO. 51

DATE: 11/2/2023 3:01:56 PM
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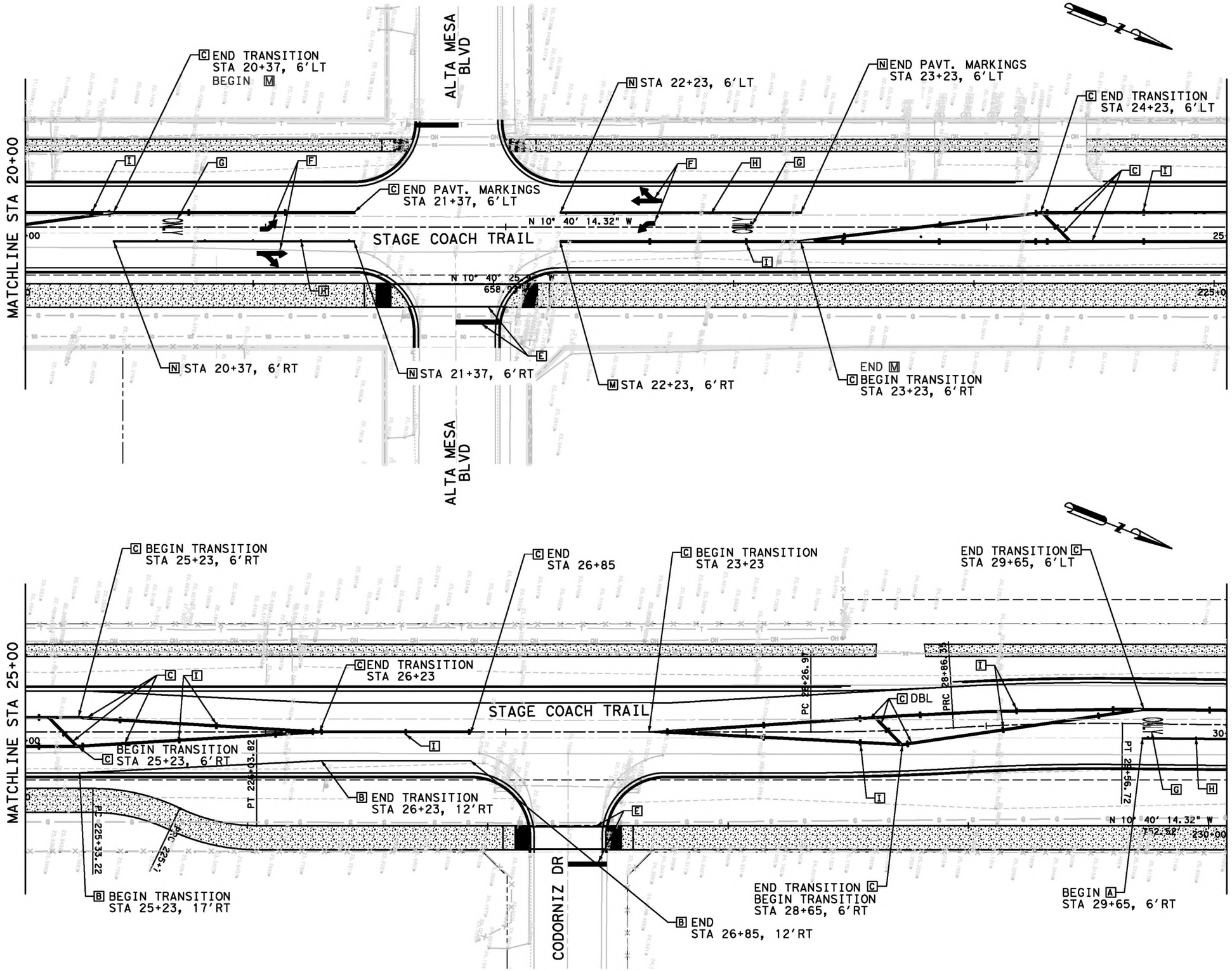

LEGEND

- DIRECTION OF TRAVEL
- EXISTING TRAFFIC ARROW
- PROPOSED TRAFFIC ARROW
- A REFL PAV MRK TY I (W) (8") (SLD) (100MIL)
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- D REFL PAV MRK TY I (Y) (4") (BRK) (100MIL)
- E PREFAB PAV MRK TY C (W) (24") (SLD)
- F PREFAB PAV MRK TY C (W) (ARROW)
- G PREFAB PAV MRK TY C (W) (WORD)
- H PREFAB PAV MRK TY I-C
- I PREFAB PAV MRK TY II-A-A
- J RE PM W/RET REQ TY 1 (W) (4") (BRK (100MIL)
- K RE PM W/RET REQ TY 1 (W) (4") (DBL) (BRK) (100MIL)
- L REF PAV MRK TY 1 (W) (18") (YLD TRI) (100MIL)
- M RE PROF PM TY I (Y) (6") (SLD) (100MIL)
- N RE PROF PM TY I (W) (8") (SLD) (100MIL)

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STAGE COACH TRAIL PAVEMENT MARKING LAYOUTS STA 20+00 TO STA 30+00

SCALE: 1" = 40'

SHEET NO. 52

DATE: 11/2/2023 3:01:59 PM
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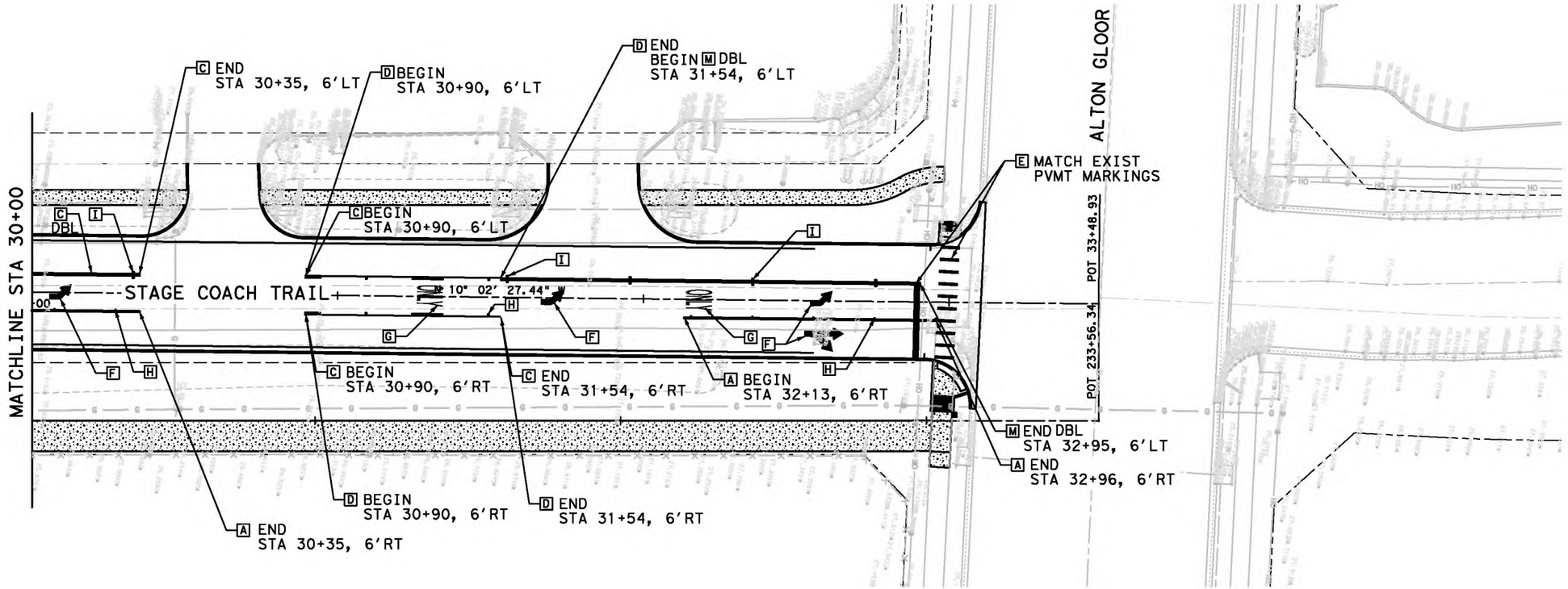

LEGEND

- DIRECTION OF TRAVEL
- EXISTING TRAFFIC ARROW
- PROPOSED TRAFFIC ARROW
- A REFL PAV MRK TY I (W) (8") (SLD) (100MIL)
- B RE PM W/RET REQ TY I (W) (4") (SLD) (100MIL)
- C RE PM W/RET REQ TY I (Y) (4") (SLD) (100MIL)
- D REFL PAV MRK TY I (Y) (4") (BRK) (100MIL)
- E PREFAB PAV MRK TY C (W) (24") (SLD)
- F PREFAB PAV MRK TY C (W) (ARROW)
- G PREFAB PAV MRK TY C (W) (WORD)
- H PREFAB PAV MRK TY I-C
- I PREFAB PAV MRK TY II-A-A
- J RE PM W/RET REQ TY 1 (W) (4") (BRK (100MIL)
- K RE PM W/RET REQ TY 1 (W) (4") (DBL) (BRK) (100MIL)
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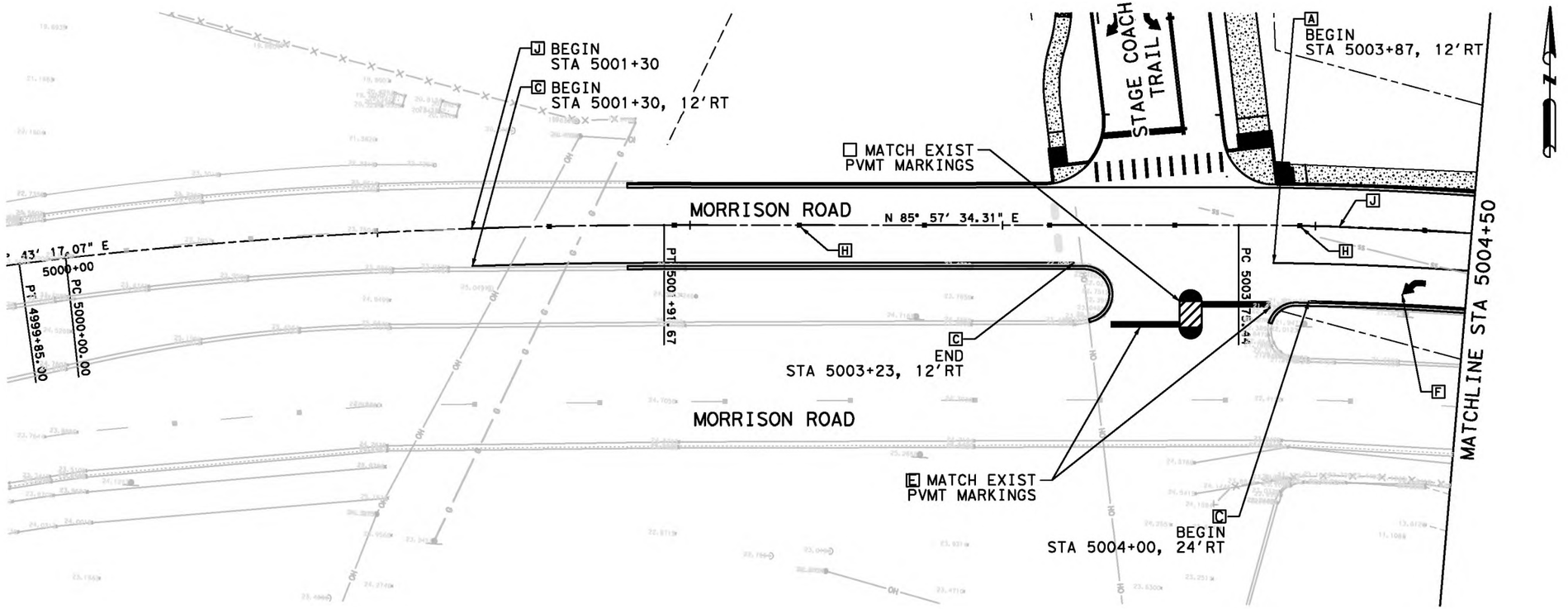
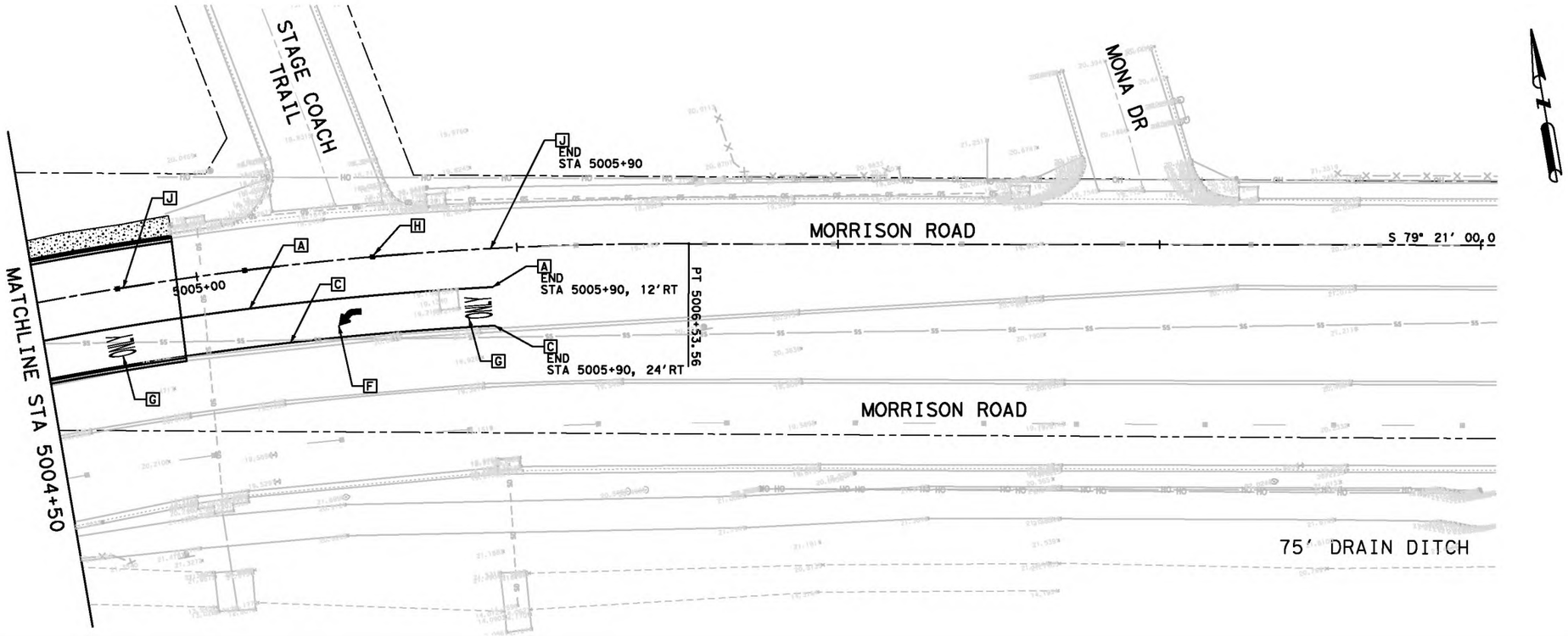
STAGE COACH TRAIL PAVEMENT MARKING LAYOUTS STA 30+00 TO END PROJECT

SCALE: 1" = 40'

SHEET NO. 53

DATE: 11/2/2023 3:02:02 PM
FILE:





LEGEND

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- M RE PROF PM TY I (Y) (6") (SLD) (100MIL)
- N RE PROF PM TY I (W) (8") (SLD) (100MIL)

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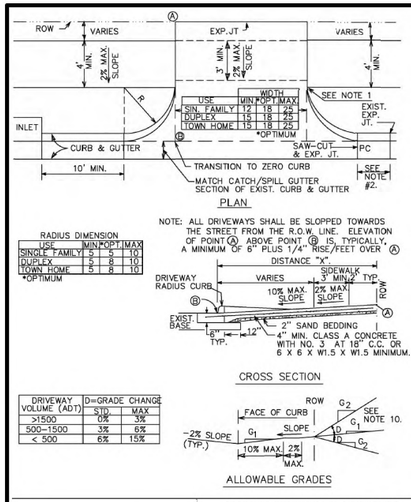
MORRISON ROAD PAVEMENT MARKING LAYOUTS

SCALE: 1" = 40'

SHEET NO. 54

DATE: 11/2/2023 3:02:05 PM
FILE:

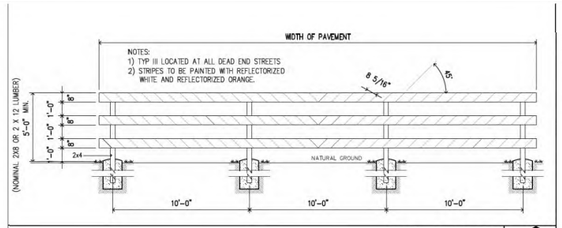


TYPICAL RESIDENTIAL DRIVEWAY

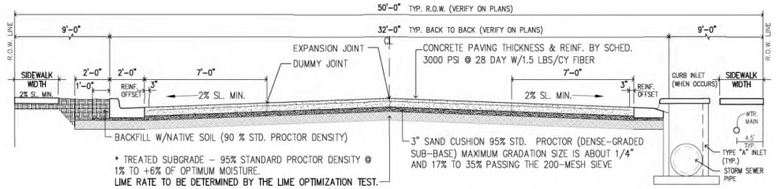
NOTE: APSHALT DRIVEWAYS TO BE CONSTRUCTED WITH 4" NEW AND/OR SALVAGE FLEX. BASE, PRIMED AND SURFACED WITH 114#/SY ACP.

GENERAL NOTES :

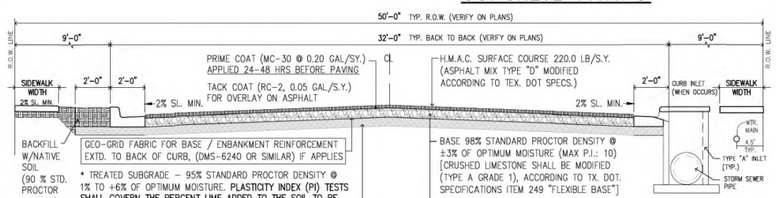
1. "ZERO" CURB AT PT OR SIDEWALK EDGE, WHICHEVER IS ENCOUNTERED FIRST. THE DRIVEWAY EDGE SHALL BE SMOOTHLY TRANSITIONED INTO THE SIDEWALK BEGINNING AT THE RADIUS PC LINE. FLARED DRIVEWAYS ACCEPTABLE ON LOCAL STREETS ONLY.
2. IF DIMENSION IS LESS THAN FIVE FEET, REMOVE CURB & GUTTER TO EXISTING EXPANSION JOINT AND POUR MONOLITHICALLY WITH THE DRIVEWAY.
3. IF THE BASE IS OVER-EXCAVATED WHERE THE CURB & GUTTER WAS REMOVED, BACKFILL WITH CONCRETE MONOLITHICALLY WITH THE DRIVEWAY.
4. ALL DRIVEWAYS MUST BE CONSTRUCTED WITHIN THE STREET FRONTAGE OF THE SUBJECT PROPERTY AS DETERMINED BY EXTENDING THE SIDE PROPERTY LINES. TO THE CURB.
5. DRIVEWAY SHALL NOT EXCEED 70 PERCENT OF A LOT STREET FRONTAGE.
6. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF PARCEL FRONTAGE OR 50 FEET; WHICHEVER IS LESS.
7. DRIVEWAYS SHALL NOT BE CONSTRUCTED WITHIN THE CURB RETURN OF A STREET INTERSECTION
8. SINGLE FAMILY LOTS LIMITED TO ONE DRIVEWAY EXCEPT FOR APPROVED SEMI-CIRCULAR DRIVES.
9. WHEN TWO DRIVEWAYS ARE USED (ONE PER UNIT; TWO MAXIMUM) FOR DUPLEXES AND TOWN HOMES, SINGLE FAMILY STANDARDS SHALL APPLY.
10. WHILE THE PROPERTY OWNER REMAINS RESPONSIBLE FOR GRADE BREAKS WITHIN PRIVATE PROPERTY, THE FIRE DEPARTMENT SHOULD BE CONSULTED WHERE THE DRIVEWAY IS ESSENTIAL TO EMERGENCY VEHICLE ACCESS AND "G2" IS GREATER THAN 15% , "G1" PLUS "D" SHOULD NOT EXCEED 15% .
11. INQUIRE AT ENGINEERING DEPARTMENT FOR OTHER DRIVEWAY REQUIREMENTS. REQUIREMENTS.
12. USE 1/2" ASPHALT BOARD, OR OTHER APPROVED MATERIAL, FOR CURB AND GUTTER EXPANSION JOINTS.



TYPE III BARRICADE DETAIL A3 NTS



CONCRETE PAVING



ASPHALT PAVING

CONTRACTOR SHALL NOT BEGIN ANY WORK ON ANY PORTION OF THE PAVING & DRAINAGE IMPROVEMENTS UNTIL ALL UNDERGROUND UTILITIES (STORM DRAINAGE, WATER DISTRIBUTION, SANITARY SEWER AND ALL ELECTRIC CABLE CONDUIT CROSSINGS), HAS BEEN COMPLETED.

STREET PAVING SECTIONS

TYPE OF STREET	SUBGRADE LIME TREATED	GEO-GRID	BASE LIMESTONE OR CALICHE	PAVEMENT H.M.A.C.	PAVEMENT CONCRETE
RESIDENTIAL	6"		6"	8"	2" 7" REINF. #4 @ 12 OCEW
RESIDENTIAL COLLECTOR	8"		7"	9"	2" 7" REINF. #4 @ 12 OCEW
COLLECTOR	11"		9"	11"	2.5" 7" REINF. #5 @ 12 OCEW
MINOR ARTERIAL / INDUSTRIAL	12"		10"	12"	3.5" 8" REINF. #5 @ 12 OCEW
MAJOR ARTERIAL	12"		11"	13"	4" 8" REINF. #6 @ 12 OCEW

PAVING MATERIALS TESTING FOR STREETS (32' WIDE TYP.)

SUBGRADE: EVERY 300' MAX.
1. OPTIMUM LIME CONTENT.
2. ATTERBERG LIMITS.
3. MOISTURE/DENSITY CURVES (STANDARD PROCTOR).
4. SUBGRADE DENSITIES.
5. LIME DEPTH (THICKNESS)
LIME STABILIZATION SUB-BASE SHALL CURE MIN. 24 HR.

LIMESTONE / CALICHE: EVERY 400' MAX.
1. ATTERBERG LIMITS
2. MOISTURE/DENSITY CURVES (STANDARD PROCTOR)
3. EXTRACTION/GRADATION (OPTIONAL).
4. CALIFORNIA BEARING RATIO TEST (C.B.R.)
5. CALICHE BASE DENSITIES.
6. LIME DEPTH (THICKNESS).
(GET PLANT CERTIFICATE FOR MODIF. TYPE I CALICHE)

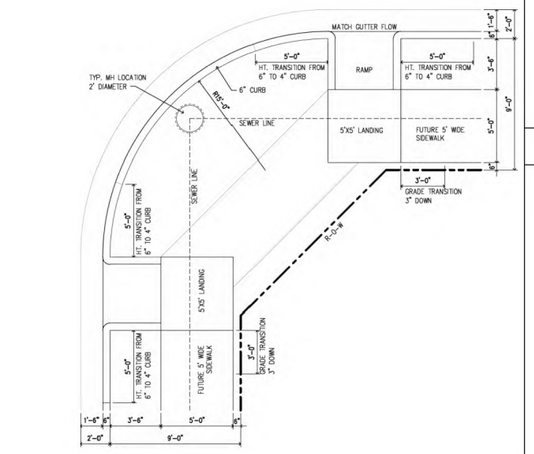
PRIME COAT: MC-30 OR APPROVED SIMILAR
1. CURING PERIOD 24-48 HRS.
2. DURING CURING NO TRAFFIC SHALL BE ALLOWED ON SURFACE, INCLUDING EQUIPAMENT

ASPHALT: EVERY 500' MAX.
1. RETAINED STABILITY.
2. HVEEM STABILITY
3. EXTRACTION/GRADATION.
4. OPTIMUM THEORETICAL DENSITY. .
5. THICKNESS.
6. IN-PLACE DENSITY. ASPAHLT CONTENT
H.M.A.C. BITMINOS OIL CONTENT= 5 - 8% MAX.
RETAIN STABILITY = 70% MIN.
MAXIMUM COMPACTION= 93% MIN.
HVEEM STABILITY = 30% MIN.
HMAC TEMP AT PLACING= 220 F MIN.

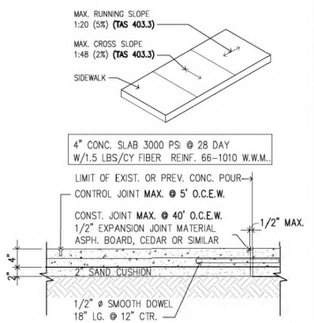
CONCRETE: CYL. EVERY 100 CY MIN. OR DAYS POUR
1. STRENGTH (P.SI.)
1) CURB SHALL BE BACKFILLED WITHIN A 6 HOUR PERIOD AFTER REMOVAL OF FORMS TO PREVENT TILTING. 2" DEEP DUMMY JOINTS AT 10 FT. O.C. MAX.
2) CONCRETE SHALL BE CLASS "A" WITH 3000 PSI MIN. COMPRESSIVE STRENGTH AT 28 DAYS WITH 1.5 lbs./cy "FIBERMESH". ALL EXP. CONCRETE SURFACES SHALL BE TREATED WITH COURING COMPOUND RESIN BASE (ASTM C 309 TYPE 2) W/ FUGITIVE DYE.

1) CONTRACTOR IS RESPONSIBLE FOR CALLING TESTING COMPANY AT PROPER TIMES DURING CONSTRUCTION FOR REQUIRED TESTING.
2) OWNER WILL PAY FOR ALL REQUIRED TESTING.
3) CONTRACTOR WILL PAY FOR ANY ADDITIONAL TESTING DONE TO ASSURE ALL MATERIALS AND WORK MEET REQUIREMENTS.
4) CONTRACTOR BEARS THE RESPONSIBILITY OF INFORMING CITY INSPECTORS OF ALL TESTING AT LEAST 24 HOURS IN ADVANCE.

PAVEMENT SECTION DETAIL C6 NTS

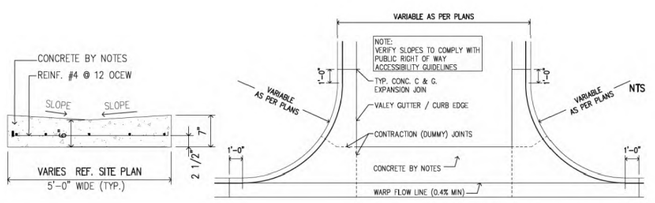


RAMP AT STREET INTERSECTION DETAIL D3 NTS

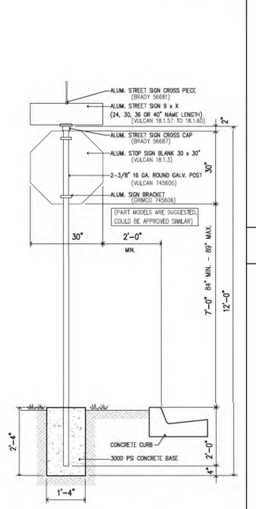


CONCRETE SIDEWALK TYPICAL DETAIL D4 NTS

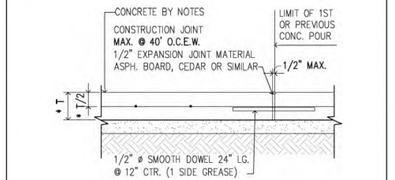
1. CONCRETE SHALL BE CLASS "A" WITH A 3000 PSI MINIMUM COMPRESSIVE STENGTH AT 28 DAYS W/1.5 LBS/CY "FIBERMESH".
2. CURBS SHALL BE BACKFILLED IMMEDIATELY AFTER REMOVAL OF FORMS TO PREVENT TILTING.
3. 2" DEEP DUMMY JOINTS 10' O.C. MAX.
4. EXPANSION JOINTS WILL BE PLACED AT CURB RETURNS, INLETS AND END OF EACH POUR WITH INTERVALS NOT TO EXCEED 40 LF.
5. JOINTS WILL CONSIST 1/2" PRE-MOLDED BITUMINOUS EXPANSION JOINT MATERIAL W/ (3) #4 x 36" SMOOTH DOWELS, ONE END GREASED & WRAPPE
6 CARE MUST BE TAKEN THAT THE DOWELS ARE STRAIGHT AND LAID PARALLEL WITH CURB AND NO CONCRETE "PLUGS" OR OTHER MATERIAL BE ALLOWED THROUGH THE DOWEL HOLES OR EXPANSION MATERIAL THAT WOULD PREVENT JOINT FROM OPERATING AS AN EXPANSION JOINT.



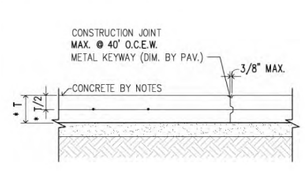
CONCRETE VALLEY DETAIL D6 NTS



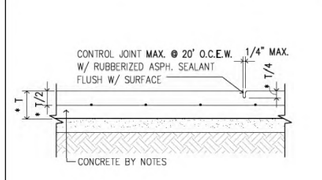
TYP. STREET SIGN INSTALLATION DETAIL F3 NTS



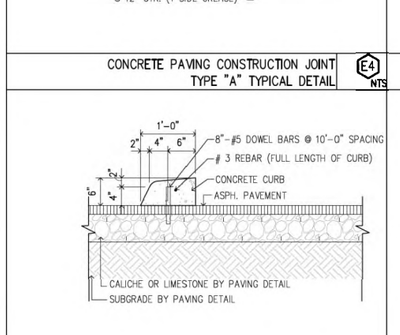
CONCRETE PAVING CONSTRUCTION JOINT TYPE "A" TYPICAL DETAIL E4 NTS



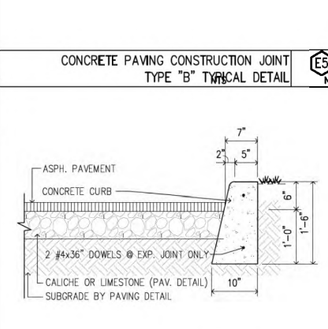
CONCRETE PAVING CONSTRUCTION JOINT TYPE "B" TYPICAL DETAIL E5 NTS



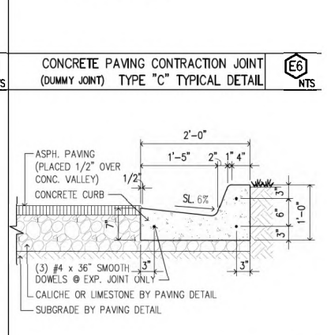
CONCRETE PAVING CONTRACTION JOINT (DUMMY JOINT) TYPE "C" TYPICAL DETAIL E6 NTS



STAND UP CURB DETAIL F4 NTS



HEADER CURB & GUTTER DETAIL F5 NTS



CONCRETE CURB & GUTTER DETAIL F6 NT

DATE: 11/2/2023 4:55:59 PM
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City of BROWNSVILLE On the Border, By the Sea. Texas

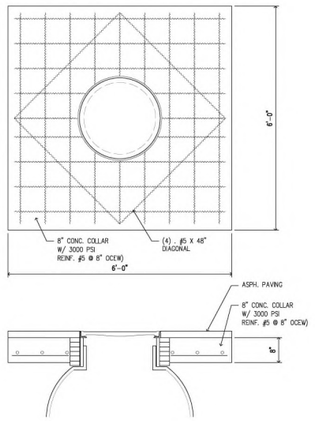
STATE OF TEXAS
OSCAR ARTURO GARZA
122125
LICENSED PROFESSIONAL ENGINEER

Oscar Arturo Garza, P.E.
11/2/2023

KCI TECHNOLOGIES
ENGINEERS
PLANNERS
SCIENTISTS
CONSTRUCTION MANAGERS
2610 North Shary Road
Mission, TX 78574
Phone: 956-271-6688
www.kci.com
TBPE Registration No. F-10573

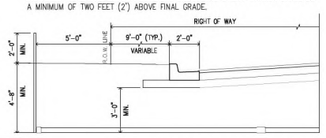
STAGE COACH TRAIL MISCELLANEOUS DETAILS

SHEET NO. 55

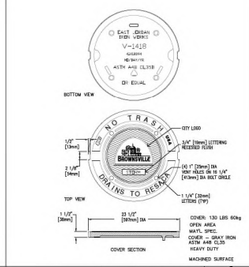


TYPICAL FIBERGLASS MANHOLE IN ASPHALT PAVING DETAIL D1 NTS

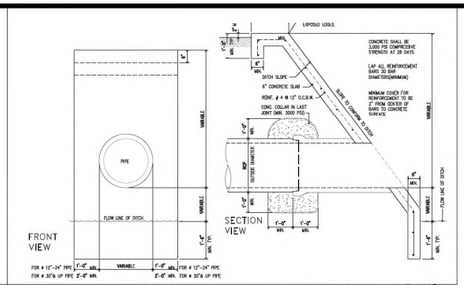
1) CONTRACTOR SHALL INSTALL CONDUIT WITH PULL STRING IN CROSSING LOCATIONS INDICATED ON THE PLANS.
2) CONDUIT SHALL EXTEND FIVE FEET (5') PAST RIGHT OF WAY WITH TEMPORARY CONDUIT END CAPS. WHEN WATER LINE, GAS LINE AND SEWER LINE EASEMENTS CROSS ELECTRICAL EASEMENTS, CONDUIT SHALL BE ENCASED IN CONCRETE, (1 FOOT COVERING). CONDUIT SHALL EXTEND THREE FEET (3') BEYOND EASEMENT.
3) A WOODEN 2X4 OR OTHER VISIBLE UTILITY MARKER (PVC OR STEEL) SHALL BE INSTALLED TO LOCATE CONDUIT CROSSING ENDS. THE UTILITY MARKER SHALL BE A MINIMUM OF TWO FEET (2') ABOVE FINAL GRADE.



UNDERGROUND ELECTRICAL CROSSING DETAIL A6 NTS

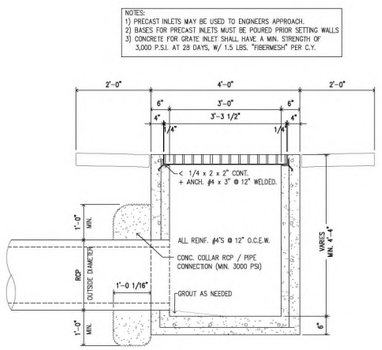


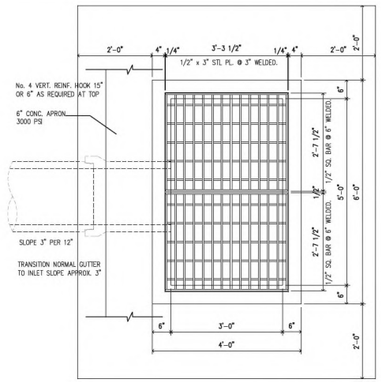
TYP. MANHOLE / INLET COVER DETAIL D2 NTS



TYP. CONCRETE HEADWALL DETAIL D4 NTS

NOTES:
1) PRECAST INLETS MAY BE USED TO ENGINEERS APPROACH.
2) BASES FOR PRECAST INLETS MUST BE POURED PRIOR SETTING WALLS
3) CONCRETE FOR GRATE INLET SHALL HAVE A MIN. STRENGTH OF 3,000 P.S.I. AT 28 DAYS, W/ 1.5 LBS. "FIBERMESH" PER C.Y.

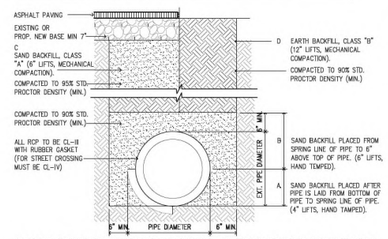




TYPICAL GRATE INLET DETAIL D4 NTS

STORM DRAIN PIPES CLEARANCE					
PIPE TYPE ALLOWED	DIAMETER	EASEMENT MIN. WIDTH	CLASS / TYPE	MIN. EXCAV. WIDTH	MIN. COVER REQUIRED
RCP	18" – 30"	20'–0"	III	PIPE ø + 2'	18"
RCP	36" – 72"	25'–0"	III	PIPE ø + 3'	24"
RCP	LARGER	30'–0"	III	PIPE ø + 3'	36"

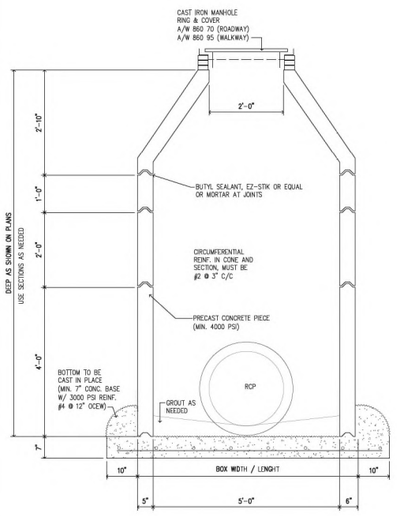
1) ALL RCP, STORM SEWER LINES MUST BE INCREASED TO CLASS IV WHEN RUNS UNDER ROAD OR STREET



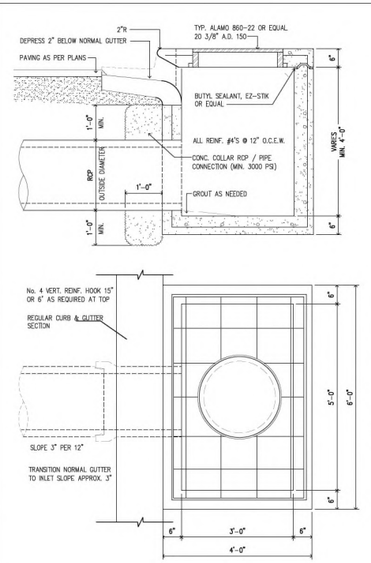
BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT, AND COMPACTED TO 95% STD. PROCTOR DENSITY. THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 6", STRUCTURE BACKFILL MATERIAL SHALL BE SAND, APPROVED SITE SOIL, OR OTHER APPROVED SUBSTITUTE.

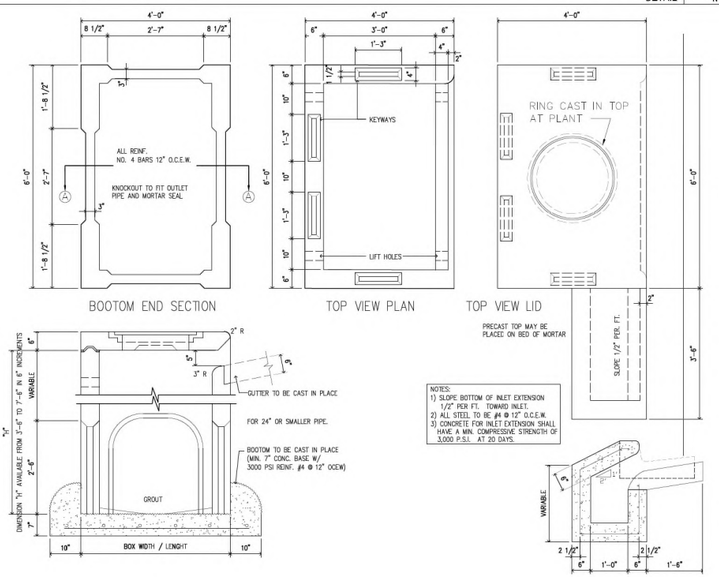
FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

STANDARD PIPE BEDDING FOR CONCRETE PIPE DETAIL D6 NTS



TYPICAL PRECAST CONCRETE MANHOLE DETAIL F1 NTS

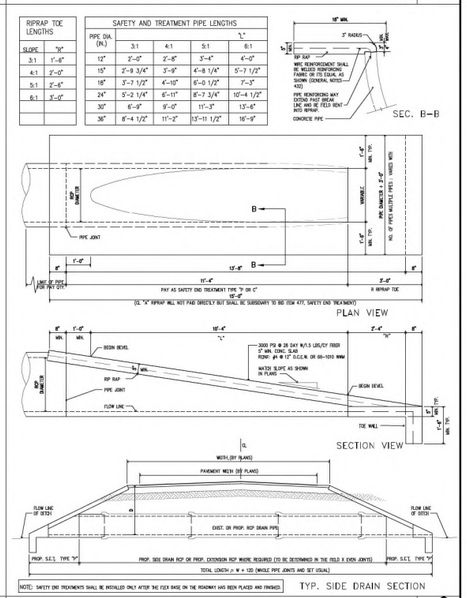




TYPICAL CURB & GRATED INLET DETAIL F4 NTS

RIPRAP TOE LENGTHS	
SLOPE	"H"
3:1	1'-6"
4:1	2'-0"
5:1	2'-6"
6:1	3'-0"

SAFETY AND TREATMENT PIPE LENGTHS				
PIPE DIA. (IN.)	3:1	4:1	5:1	6:1
	"L"			
12"	2'-0"	2'-8"	3'-4"	4'-0"
15"	2'-9 1/4"	3'-8"	4'-8 1/4"	5'-7 1/2"
18"	3'-7 1/2"	4'-10"	6'-0 1/2"	7'-3"
24"	5'-2 1/4"	6'-11"	8'-7 3/4"	10'-4 1/2"
30"	6'-9"	9'-0"	11'-3"	13'-6"
36"	8'-4 1/2"	11'-2"	13'-11 1/2"	16'-9"



TYP. SAFETY END DETAIL F6 NTS

City of BROWNSVILLE On the Border, By the Sea Texas

STATE OF TEXAS
OSCAR ARTURO GARZA
122125
LICENSED PROFESSIONAL ENGINEER

Oscar Arturo Garza, P.E.
11/2/2023

KCI TECHNOLOGIES
ENGINEERS
PLANNERS
SCIENTISTS
CONSTRUCTION MANAGERS
2610 North Shary Road
Mission, TX 78574
Phone: 956-271-5688
www.kci.com
TBPE Registration No. F-10573

STAGE COACH TRAIL MISCELLANEOUS DETAILS

SHEET NO. 56

DATE: 11/2/2023 4:04:19 PM
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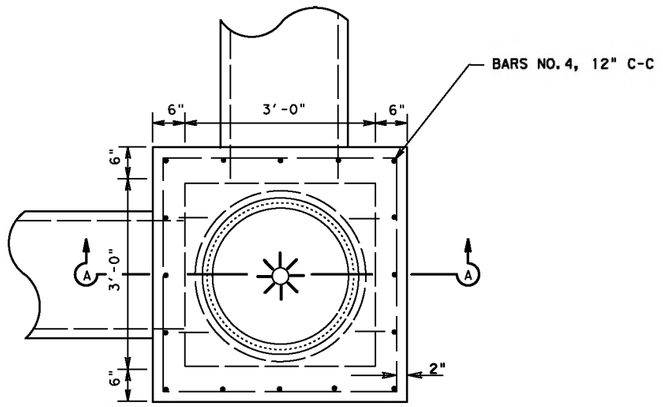
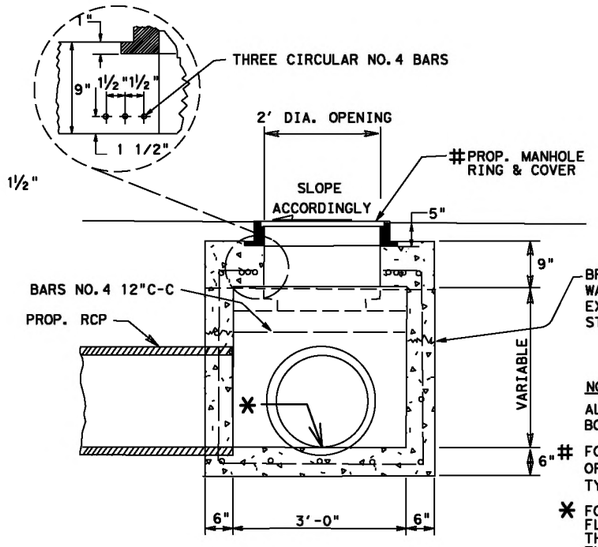


PLAN VIEW



BREAK BACK EXIST. INLET WALLS TO 1' BELOW EXIST. TOP TO LAP EXIST. STEEL WITH PROPOSED STEEL

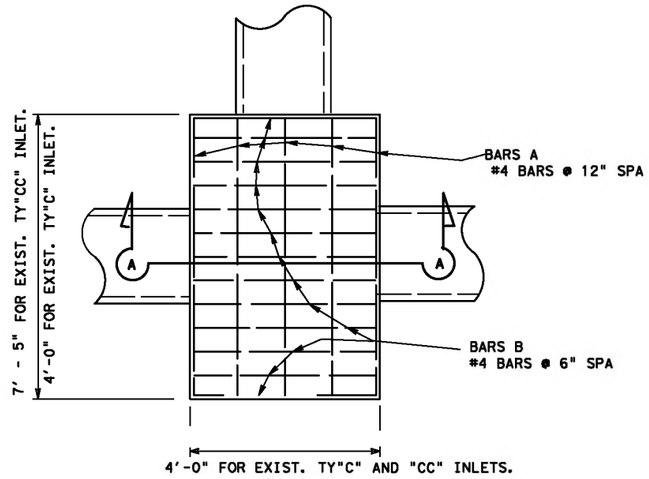
NOTE:

ALL STEEL TO BE NO. 4 BARS, 12" C-C IN BOTH DIRECTIONS.

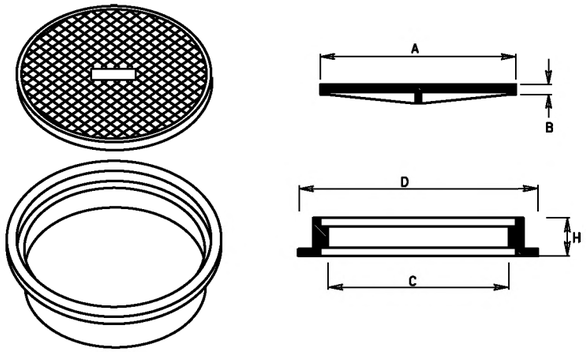
FOR MANHOLES LOCATED WITHIN PAVED PORTIONS OF THE ROADWAY, THE COVER SHALL BE OF A TYPE THAT CAN BE BOLTED TO THE RING.

* FOR RCP GREATER THAN 24 INCHES, THE STRUCTURE FLOOR NEEDS TO BE CONSTRUCTED TO THE PIPE WALL THICKNESS BELOW THE DESIGN FLOWLINE. THE CONTRACTOR THEN NEEDS TO GROUT THE STRUCTURE FLOOR BACK UP TO THE DESIGN FLOWLINE. THE GROUTING IS SUBSIDIARY TO THE STRUCTURE COST.

SECTION A-A
ADJUST INLET (JUNCT. BOX)



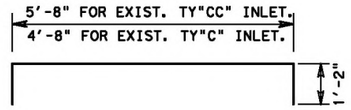
PLAN



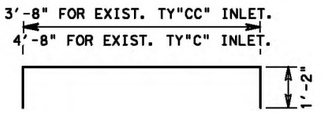
LID			RING		
"A"	"B"	WEIGHT	"C"	"D"	"H"
2'-2"	1"	174 lbs. (min)	2'-0"	2'-7½"	5"

RING & COVER DETAILS
(FOR MANHOLE TY "A" AND "A1")
(NON-PAY)

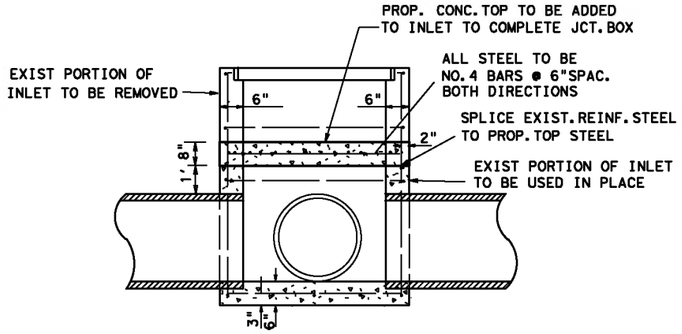
NOTES: RINGS AND COVERS OF SLIGHTLY DIFFERENT DIMENSIONS BUT APPROXIMATELY THE SAME WEIGHT MAY BE SUBSTITUTED IF APPROVED BY THE ENGINEER.



BARS A



BARS B



EXIST TY "C" OR TY "CC" INLET TO BE CONVERTED TO JCT. BOX

SECTION A-A
ADJ. INLET (CAP)

City of BROWNSVILLE On the Border, By the Sea Texas

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LICENSED PROFESSIONAL ENGINEER

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Phone: 956-271-5688
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TBPE Registration No. F-10579

STAGE COACH TRAIL
MISCELLANEOUS
DETAILS

SHEET NO.
57

DATE: 11/2/2023 4:05:18 PM
FILE:

STAGECOACH TRAIL AWARD CONTRACT

Consideration and **ACTION** to award a term contract to G&T Paving, LLC for Stagecoach Trail Paving & Drainage Improvement Project, in the amount of $1,456,135.16 011-24-EPW-IFB.

CITY OF BROWNSVILLE ENGINEERING & PUBLIC WORKS

STAGECOACH TRAIL AWARD CONTRACT

Summary:

The City of Brownsville Purchasing Department received a total of three (3) bids for the Stagecoach Trail Paving and Drainage Improvements on November 9, 2023. The bids received were from G&T Paving, LLC., Jimmy Closner & Sons Construction Co. Inc., and NM Contracting, LLC. After the Bids and Bidders were evaluated by KCI Engineers, they recommended that the City of Brownsville award the construction project to G&T Paving, LLC for a base bid price of $1,332,375.77 plus Alternate #2 of $123,759.39 for a total of $1,456,135.16.

Project Scope and Analysis:

This project consists of street and drainage improvements of Stagecoach Trail from Morrison Road to Alton Gloor Blvd. (2,250 ft.). The improvements include approximately 10,036 square yards of asphalt pavement, 4,836 linear feet of curb and gutter, 11,072 square feet of sidewalk. This reconstruction project is within Electoral District 3. The construction time for this project is estimated to be one hundred and twenty (120) working days from the insurance of the Notice to Proceed.

Funding:

- **Source:** 808-8200-9129-45
  809-8200-9129-45
- **Amount:** $576,197.82
  $879,937.34

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Jarrett Sheldon, Fire Chief
Date:	Tuesday, December 12, 2023
Agenda #:	Consideration and **ACTION** for a Cooperative Purchase Agreement, 044-24-FR-SA, with Galls, LLC. for the purchase of Uniforms, as budgeted. (Fire Department)

Summary:
As part of our ongoing commitment to ensuring the safety and professionalism of our firefighting personnel, we are requesting the approval to purchase uniforms through GALLS utilizing Cooperative contracts. The proposed purchase aligns with the budgetary allocation designated for uniform replacement and enhancement meeting CBA obligations. The requested uniforms adhere to industry standards for safety, durability, and comfort. They meet all necessary regulatory requirements and are designed to meet the demanding conditions our firefighters face.

Project Scope and Analysis:
After careful consideration, we have identified a reputable supplier known for providing high-quality firefighting uniforms. Their products have been vetted for compliance with relevant safety standards, and they offer competitive pricing that aligns with our budget constraints.

Funding:

Source: 01-320-704
01-321-704
01-536-704
61-321-704

Amount: $6,000.00
$137,632.59
$20,000.00

$7,000.00

Local Contribution if Applicable: N/A
N/A
N/A
N/A

Recommendation:

We kindly request your approval for this purchase to proceed as outlined. This acquisition is crucial in maintaining the professional image of our Fire Department and ensuring the safety and well-being of our dedicated personnel.

Commission Pillar:

Public Safety, Governance

Attachments:

1. Buyboard - Uniforms and Accessories - Contract # 670-22 - Brownsville Fire - Uniforms - Piggyback Contract #044-24-FR-SA - Galls
2. Procurement Analysis - 044-24-FR-SA (1)

COOPERATIVE PURCHASE AGREEMENT
UNIFORMS PURCHASE AGREEMENT
044-24-FR-SA

This Cooperative Purchase Agreement ("Agreement") is entered into by and between Galls, LLC ("Vendor") and the City of Brownsville, ("City"), a Texas home rule municipality.

The Cooperative Purchase Agreement includes the following documents which shall be construed in the order of precedence in which they are listed:

1. This Cooperative Purchase Agreement.
2. Exhibit A – Proposal Invitation No. 670-22
3 Exhibit B – Proposal Invitation No. 670-22 Local Award
4. Exhibit C – Vendor first renewal No. 670-22.
5. Conflict of Interest Questionnaire.

Exhibits A, B, and C which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. Vendor agrees to provide City with the services and goods included in vendor's catalog with the approved cooperative discount pursuant to the terms and conditions of this Cooperative Purchase Agreement, including all exhibits thereto.

City shall pay Vendor in accordance with the fee schedule and with the provisions of this Agreement. Vendor shall not provide any additional items or services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City shall not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

The term of this Agreement shall commence on approval by the City Commission or designee and ending on March 31, 2024. Notwithstanding the foregoing, the parties understand and acknowledge that the Buyboard Cooperative Contract the City is relying on for cooperative purchase expires on May 31, 2025, at which time the City's Agreement with Vendor shall also expire.

Vendor agrees that City shall, until the expiration of three (3) years after final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of Vendor involving transactions relating to this Agreement at no additional cost to City. Vendor agrees that City shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Vendor reasonable advance notice of intended audits.

VENDOR ACKNOWLEDGES THAT CITY IS A GOVERNMENT ENTITY AND AS SUCH CANNOT INDEMNIFY OR HOLD HARMLESS A PARTY WITHOUT FIRST CREATING A SINKING FUND

OR LEVYING A TAX. VENDOR FURTHER ACKNOWLEDGES THAT THE CITY HAS NO INTENTION OF CREATING SUCH A SINKING FUND OR LEVYING A TAX. THE PARTIES AGREE THAT ANY PROVISION CONTAINED WITHIN THE CONTRACT DOCUMENTS REQUIRING THE CITY TO INDEMNIFY OR HOLD HARMLESS THE VENDOR IS HEREBY STRICKEN.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:
City of Brownsville
Attn: City Manager
1001 East Elizabeth Street
Brownsville, Texas 78520

With copy to Brownsville City Attorney's Office at same address.

To VENDOR:
Galls, LLC
Attn: Mike Fadden
1340 Russell Cave Rd.
Lexington, KY 40505

With copy to Galls Legal Team at same address.

The undersigned represents and warrants that he or she has the power and authority to execute this Agreement and bind the respective parties.

CITY OF BROWNSVILLE:

_____

Name:

Title:

"Approved as to Form and Legality
This 22nd day of November 2023
Title First Asst CA
Office of the Brownsville City Attorney"

GALLS, LLC:

Name: Dustin McDulin

Title: Chief Financial Officer

Responding vendors must read all sections of this Proposal Invitation carefully.
Even if your company has submitted proposals on previous BuyBoard proposal invitations, terms and requirements may have changed.

NOTICE OF PROPOSAL INVITATION

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative), 12007 Research Blvd., Austin, Texas 78759 is a statewide purchasing cooperative for school districts, junior colleges, cities, counties, and other political subdivisions. The Texas Association of School Boards, Inc. (TASB), a Texas nonprofit corporation, 12007 Research Blvd., Austin, Texas 78759, serves as the Cooperative's administrator. The Cooperative is endorsed by TASB, the Texas Municipal League (TML), a Texas unincorporated nonprofit association, 1821 Rutherford Lane, Austin, Texas 78754, and the Texas Association of Counties (TAC), a Texas nonprofit association, 1204 San Antonio, Austin, Texas 78701.

The Cooperative's contracts for commodities and services are available to the members of TASB, TML, and TAC, and other local governmental entities that are members of the Cooperative and eligible to purchase through a government purchasing cooperative or interlocal contract. TASB, the Cooperative administrator, provides an online marketplace to the Cooperative known as the BuyBoard which enables members to review available contracts and make purchases of awarded commodities and services electronically.

The Cooperative is soliciting sealed proposals for products, supplies, services and/or equipment as set forth in this Proposal Invitation on behalf of all present and future members of the Cooperative. There may be over 1,000 Texas public school districts and junior colleges, over 900 municipalities, 400 counties, and numerous other political subdivisions (i.e. river authorities, special districts, public housing authorities, etc.) participating in the Cooperative at any given time. Awarded products and services may also be available to the administrator's nonprofit entity BuyBoard subscribers and, in the event of a piggyback award, members of the National Purchasing Cooperative located throughout the United States as further explained in the Proposal Invitation.

Completed sealed proposals for **Proposal No. 670-22 for Uniforms and Accessories must be received on or before 4:00 PM December 16, 2021,** either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission as set out in the Instructions to Proposers. **Late proposals will not be accepted.**

Unless a different time period is stated in the General Information document for this Proposal Invitation, questions, requests for information or clarification, or comments regarding this Proposal Invitation, including the specifications, must be submitted in writing, addressed as indicated below, and received by the Cooperative administrator no later than the 10th business day before the Proposal Due Date. The Cooperative will respond only to written questions.

The Local Government Purchasing Cooperative
Attn: TASB Asst. Division Director, Cooperative Procurement
12007 Research Blvd.
Austin, TX 78759
E-Mail: bids@buyboard.com

PROPOSAL INVITATION NO. 670-22
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INSTRUCTIONS TO PROPOSERS

Electronic Proposal Submission
The Cooperative requests that Vendors submit Proposals electronically in accordance with the instructions herein via the link available on the following website:

- buyboard.com/vendor

There is no cost to the Vendor to register or use the electronic proposal submission option. To the extent a vendor is unable to submit a Proposal electronically through the proposal website, instructions for hard copy submissions are provided below.

Before you submit

- In order to submit a Proposal electronically, you must have a working registered vendor username and password to login. If you do not have a registered vendor username and password, you may obtain one by registering at buyboard.com/vendor. ***Note to existing BuyBoard vendors: The registered vendor login used for electronic proposal submission is NOT the same as your existing login used to check purchase orders or similar vendor information under awarded contracts.*** Vendors are highly encouraged to ensure you have a working vendor login well in advance of the submission deadline.

- Vendor is responsible for ensuring it has the technical capability to submit its Proposal via electronic submission.

- Browser requirements can be found at https://buyboard.ionwave.net/BrowserCompatibility.html.

- VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor the Cooperative administrator shall be responsible for equipment or software failure, internet or website downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a Proposal or inaccessibility of the submitted data. Accordingly, Vendors are highly encouraged to prepare and allow for sufficient time to familiarize itself with the electronic submission requirements and to address any technical or data issues prior to the Proposal Due Date.

How to submit Proposal electronically

- Login using your registered vendor login at buyboard.com/vendor under the "Register/Login/Submit Proposal" link.

- The page will open to the list of "Available Bids."

- Click on the applicable Proposal Invitation number under the "My Invitations" or "Other Bid Opportunities" section to view this Proposal Invitation request.

- ***Review and follow all instructions on the webpage.***

- **VENDOR INFORMATION** – Select the "Attributes" tab to locate the Vendor Contact Information fields required to be completed and submitted.
  - Vendors must respond to each item by providing the information requested. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**

- **PROPOSAL SPECIFICATIONS –** Select the "Line Items" tab to locate the Proposal Specifications.
  - Input all required proposal pricing information (discount (%) off catalog/pricelist, line item pricing, hourly labor rates, and/or other related pricing information) as specified.

- Vendors must respond to each line item by either providing the information requested in the specifications, adding alternates to provide additional information (as necessary), or by indicating no bid. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**

- **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
  - **i. Manufacturers shall be listed in alphabetical order**
  - **ii. Vendor must list one specific percentage discount for each manufacturer listed. Use the "Add Alternates" option as needed to add additional manufacturers.**

- **PROPOSAL DOCUMENTS** - To upload your Proposal documents, select the "Response Attachments" tab and upload a *signed, complete* copy of your Proposal in *searchable PDF format*, including all required proposal documents (Proposal Forms, and any other documents required by the Proposal Invitation). **Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**

- **PROPOSAL SUBMISSION** - Select the "Response Submission" tab to submit the Proposal.
  - If an error or multiple errors occur, the system will display the location of the error(s).
  - Go to the problem area and correct the errors. You must go to the specific tab(s) that contain(s) the error(s) to review the error detail and correct the error(s). *Your submission will not be submitted until all errors are corrected.*
  - Once all errors are corrected, proceed to the "Response Submission" tab to submit the response.

How to submit hard copy Proposal – Paper copies will NOT be accepted

While the Cooperative requests electronic submission of Proposals through the designated website, any Vendor without the technical capability or wishing to submit a hard copy Proposal may do so in accordance with the following instructions:

- Contact BuyBoard staff at bids@buyboard.com to request a copy of the Proposal Specification Form and other forms not included in this packet in hard copy form **at least five (5) business days prior to the Proposal Due Date.**

- Submit the signed, completed Proposal in a sealed envelope or carton properly marked with the Proposal Invitation number and Proposal submittal date and time and containing all required proposal documents (including forms, completed Proposal Specification Form, and any other documents required by the Proposal Invitation). The Proposal must be submitted in *electronic, searchable PDF format on a USB flash drive, CD or DVD*. **Paper copies will NOT be accepted**.

- **The Proposal Specification Form and Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**

  - **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
    - **a. Manufacturers shall be listed in alphabetical order**
    - **b. Vendor must list one specific percentage discount for each manufacturer listed.**

- Any hard copy electronic Proposals must be delivered via hand delivery or U.S. Mail to the address below so as to be received on or before the Proposal Due Date and time:

The Local Government Purchasing Cooperative
12007 Research Blvd.
Austin, TX 78759

VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered late by the United States Postal Service or any other delivery or courier service. Further, neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered in a corrupt or unreadable electronic format.

Faxed and/or emailed Proposals will NOT be accepted.

REQUIREMENTS FOR VENDOR CATALOGS/PRICELISTS IN PROPOSALS

Note: The following instructions set forth the requirements for Vendor catalogs/pricelists submitted with Proposals for proposal evaluation purposes. If awarded a Contract, Vendor may be required to resubmit catalogs/pricelists in the format described in the BuyBoard Technical Requirements as detailed further in the Proposal Invitation.

Electronic catalogs/pricelists must be submitted with Vendor's Proposal in the required format (whether submitted electronically through the designated website or in hard copy format via mail or hand delivery) or the Proposal will not be considered. The following is required of all Vendor catalog(s)/pricelist(s) submitted to the Cooperative for evaluation with the Proposal:

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.

Below is a sample chart, with examples of data for each field, showing the data fields that Vendors MUST include in each submitted pricelist/catalog with the Proposal:

BuyBoard Specification Item No. Category	Part/Item Number	Item Description	MSRP/List Price (before BuyBoard Discount)
1	1234	Desk	$50.00
2	1235	Chair	$20.00

The catalogs/pricelists must include all listed data fields (BuyBoard specification category, part/item number, item description, and list price) or the Proposal will not be considered. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the Proposal, including catalogs or pricelists submitted with the Proposal, do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems to be, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be withdrawn or modified prior to the Proposal Due Date and time, but only in accordance with section B.11 (Withdrawal or Modification of Proposal) of the General Terms and Conditions in this Proposal Invitation.

GENERAL INFORMATION

Proposal Invitation No. 670-22 – Uniforms and Accessories

Please make sure that you have reviewed and completed all sections of this Proposal Invitation.

1. **Notice of Proposal Invitation and Instructions to Proposers**
2. **General Information**
3. **Proposal Forms**
4. **Proposal Specifications**
5. **General Terms and Conditions**
6. **BuyBoard Technical Requirements**
7. **Additional Terms and Conditions for BuyBoard Self-Reporting**

PROPOSAL SUBMISSION INSTRUCTIONS

Proposal responses (including completed and signed Proposal Invitation forms, completed Proposal specifications, and pricelists/catalogs) must be submitted in electronic format in the manner prescribed in the Instructions to Proposers.

INTENT AND PURPOSE OF THE CONTRACT

The intent of this Proposal Invitation is to solicit sealed Proposals to establish a contract for various types of Uniforms and Accessories that may be procured by Cooperative members. Because individual members require different equipment, supplies, and/or services, this Proposal Invitation is a request for a discount off of catalog or price list for supplies, materials and equipment. Purchases can be made by a Cooperative member at any time during the Contract term. Except as provided in section E.4 of the General Terms and Conditions or otherwise in this Proposal Invitation, Vendor shall hold its Awarded Pricing firm during the Contract term. In the event of price decreases, such price decreases shall be allowed for all products.

TERM OF CONTRACT

The term of this contract will be from June 1, 2022 through May 31, 2023, with two possible one-year renewals.

As set forth in the General Terms and Conditions, an awarded Vendor has no right to or vested interest in contract renewal. The determination as to whether to renew or non-renew any Vendor Contract, in whole or in part, shall be in the sole discretion of the Cooperative.

For purposes of this Proposal Invitation, a Vendor must generate a minimum of $15,000 through the Contract during an annual contract term or may not be offered a renewal. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations.

VALUE OF CONTRACT

The estimated value of this contract is $58,356,940; however, this estimate is based on prior contracts for similar types of products and services and should not be construed to be a guaranty of either a minimum or maximum amount since usage may be dependent upon multiple factors including Cooperative members' actual needs and available funding.

SERVICE FEE

An awarded Vendor under this Proposal Invitation must pay the Cooperative a service fee in the amount of 2% per Purchase Order generated from any contract awarded under this Proposal Invitation, and the service fee is to be included in the Awarded Pricing. Vendor agrees to pay this service fee and remit the fee to the Cooperative in Austin, Texas, promptly upon payment by the Cooperative member for any Purchase Order(s) and within 30 days of the date of each service fee invoice. As set forth in more detail in the General Terms and Conditions, an awarded Vendor will be required to provide the Cooperative with copies and/or reports of all Purchase Orders generated from Vendor's Contract(s) that Vendor receives directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding Cooperative member purchases under any awarded Contract as the Cooperative administrator may require in its reasonable discretion. The Cooperative shall have the right, upon reasonable written notice, to review records of awarded Vendors pertaining to purchases under any awarded Contract to verify purchase activity under the Contract, the accuracy of service fees payable by Vendor, or as otherwise reasonably necessary for the administration of the Contract or when required by law.

CONFIDENTIAL INFORMATION

Any information submitted by Proposer that Proposer considers to be confidential must be clearly identified as such on the Confidential/Proprietary Information Form.

AWARD AND EVALUATION

All information required by this Proposal Invitation, including catalogs/pricelists where required by the Proposal Specifications, must be submitted with the Proposal or your Proposal will be deemed nonresponsive. Responsive Proposals will be evaluated, and any Contracts will be awarded based on the evaluation and award criteria as set out in Section C.2 of the General Terms and Conditions determined to provide best value to Cooperative members.

Included with this Proposal Invitation are EVALUATION ITEMS. All items in this document must be completed for the Proposal to be considered. If Vendor does not offer any of the evaluation or alternate items listed, the Vendor must submit a written explanation and request for exemption from this requirement. The Cooperative may determine, in its sole discretion, whether or whether not to exempt a vendor from this requirement based on all information provided with the proposal response. Evaluation Items will be used only for purposes of assisting in the evaluation of Vendors' price competitiveness. These items will not be individually awarded.

COMPLIANCE WITH APPLICABLE LAWS

By submitting a Proposal, the Proposer certifies that Proposer has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Proposer has obtained, and, if awarded, will continue to maintain during the entire term of this Contract, all permits, approvals, and/or licenses necessary for lawful performance of its obligations under this Contract. Proposer further certifies that, if awarded, Proposer will comply with all applicable state, federal, and local laws, rules, and regulations in regard to awarded products and/or services.

BUYBOARD WEBSITE AND TECHNICAL REQUIREMENTS

Information on awarded Contracts, including awarded products and services under this Proposal Invitation, will be available to Cooperative members on the online marketplace platform utilized by the Cooperative: the BuyBoard. Vendors should review and confirm Vendor's ability to meet the BuyBoard Technical Requirements contained in Appendix I of this Proposal Invitation. The BuyBoard Technical Requirements may be updated from time to time as set forth in the General Terms and Conditions. To the extent a Vendor is awarded a Contract under this Proposal Invitation but is unable to meet the applicable BuyBoard Technical Requirements and provide the information in the format required by those

requirements, Vendor acknowledges that the information available on the BuyBoard for Vendor's awarded products or services may be limited. This may place Vendor at a disadvantage and impact the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services through the BuyBoard website.

To improve and enhance the experience of Cooperative members seeking to procure goods and services, the Cooperative may also, in its sole discretion, provide Vendors with an opportunity to have Vendor's logo, product images, and similar brand and trademark information included in the BuyBoard online marketplace in relation to Awarded Items. Vendors shall review the BuyBoard Vendor Consent for Name Brand Use included with the Proposal Forms in this Proposal Invitation.

PROFESSIONAL ENGINEERING AND OTHER PROFESSIONAL SERVICES EXCLUDED

The scope of services in this Proposal Invitation and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

ADDITIONAL REQUIREMENTS FOR PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200 Uniform Guidance / EDGAR):

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 C.F.R. 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete the EDGAR Vendor Certification Form contained in the Proposal Forms regarding their willingness and ability to comply with certain requirements which may be applicable to specific Cooperative member purchases using federal grant funds. This information will not be used for evaluation purposes but 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 BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

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

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Uniforms and Accessories

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

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

Proposal Invitation Number: 670-22

Anticipated Cooperative Board Meeting Date:
April 2022

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

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

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: _____

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: _____

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: _____**

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: _____

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:** _____

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: _____

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: _____

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: _____

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: _____

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: _____

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

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

1. Vendor Violation or Breach of Contract Terms:

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

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

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

2. Termination for Cause or Convenience:

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

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

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

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

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.

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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.

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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: _____

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: _____

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: _____

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.)*

_____

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:

_____

_____

_____

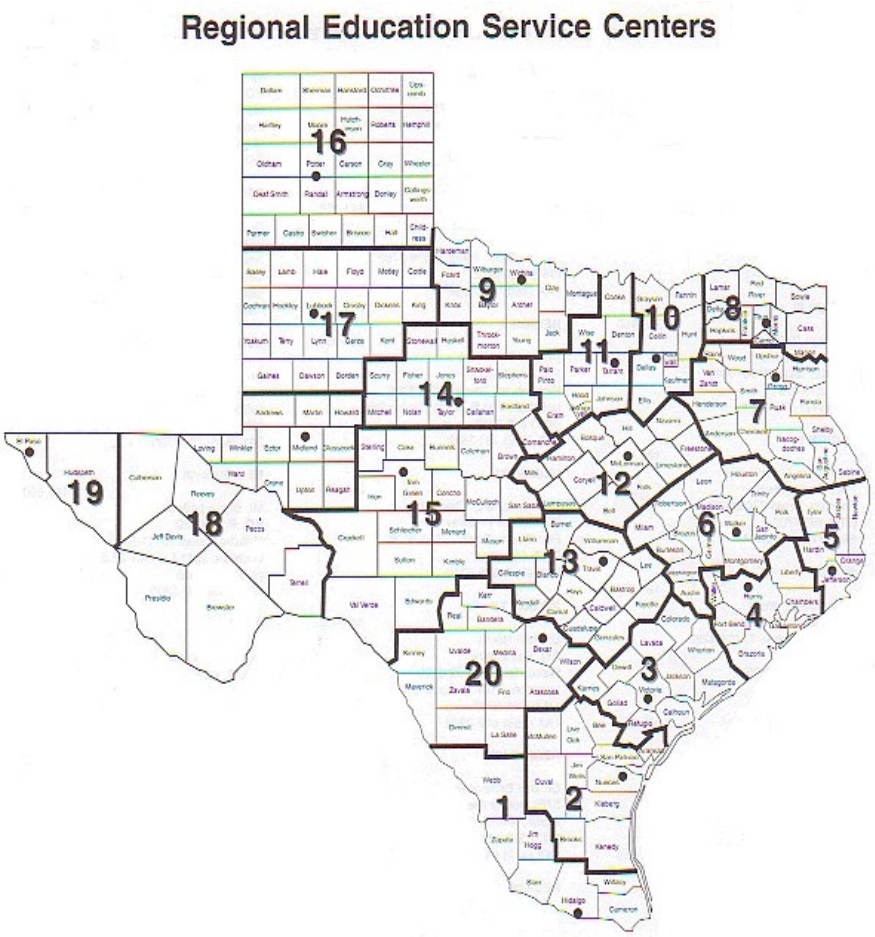
COMPANY PROFILE

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.)

TEXAS REGIONAL SERVICE DESIGNATION

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

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



Region and Headquarters

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

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

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.

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	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)

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.

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.

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: _____

PROPOSAL SPECIFICATION SUMMARY

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

PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted**.

Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS

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

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS

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

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

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

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

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

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

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

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

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

ADDITIONAL WEEKLY RENTAL/PREP CHARGES (MISC. ITEMS)

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

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

REQUIRED FORMS CHECKLIST

(Please check (√) the following)

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

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

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

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

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

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

GENERAL TERMS AND CONDITIONS

A. General Provisions

1. Statement of Inclusion/Applicability

These General Terms and Conditions ("Terms and Conditions") apply to this Proposal Invitation and the proposing company's response to this Proposal Invitation. These Terms and Conditions are an integral part of any Contract which is awarded or Purchase Order which is issued in association with this Proposal Invitation.

2. Organization and Section Titles

The provisions of these Terms and Conditions are generally organized according to the stages of the procurement process: proposal, evaluation, award, and performance. This organization of and the section titles used in these Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. Unless otherwise stated, any listing of factors or criteria in these Terms and Conditions does not constitute an order of preference or importance.

3. Definitions

As used in this Proposal Invitation and associated documentation, the following terms have the meanings set out below unless the context requires otherwise, regardless of whether initial capitalization is consistently used. Words used in the singular include the plural, and words used in the plural include the singular. To the extent terms are defined or used differently in different Proposal Invitation documents, substance prevails over form:

"Awarded Items" has the meaning set for in section E.3 of the Terms and Conditions.

"Awarded Pricing" has the meaning set forth in section E.4 of the Terms and Conditions.

"BuyBoard®," "the BuyBoard," or "BuyBoard website" means the internet-based electronic commerce technology provided by the Cooperative Administrator, the Texas Association of School Boards, Inc. (TASB), to enable Cooperative members to purchase awarded goods and services electronically.

"BuyBoard Administrator" or **"Cooperative Administrator"** means the Texas Association of School Boards, Inc. (TASB), 12007 Research Blvd, Austin, Texas 78759.

"Contract" means the contract between the Cooperative and a successful Proposer (Vendor), which gives Vendor the opportunity to serve Cooperative members based on the Cooperative's acceptance of all or part of the Vendor's Proposal, and is comprised collectively of the following:

(a) This Proposal Invitation;
(b) Vendor's Proposal;
(c) Notice of Award issued to Vendor by the Cooperative; and
(d) Purchase Order between a Cooperative member and Vendor, and any additional terms, conditions, or instructions agreed to by Vendor and a Cooperative member that are consistent with these Terms and Conditions. (A Purchase Order between a Cooperative member and Vendor shall be deemed part of the Contract for the specific Cooperative member purchase only and for determination of the Service Fee as set forth in these Terms and Conditions. Purchase Order terms, including additional or supplemental terms, conditions, or instructions agreed to between a Vendor and a Cooperative member where permitted by these Terms and Conditions shall apply between the Cooperative member and Vendor as to the specific Cooperative member purchase only but shall not alter or affect the Terms and Conditions of the Contract as between the Cooperative in its own right and Vendor.)

"Cooperative" means The Local Government Purchasing Cooperative (which may also be referred to as "Texas Cooperative" herein), including when acting by and through the Cooperative Administrator, unless a distinction is made otherwise.

"Cooperative member" or "**member**" means a local governmental entity (e.g., school district, city or county) or other governmental entity that is a member of the Cooperative and is eligible to purchase through a governmental purchasing cooperative or interlocal contract. Although not eligible to be a member of the Cooperative, "Cooperative member" as used in these Terms and Conditions may include the Cooperative administrator's non-profit entity subscribers when used in relation to a purchase from a non-profit subscriber.

"Goods" or **"Products"** (which terms are used interchangeably) means the goods, products, equipment or other commodities and/or services that are the subject of this Proposal Invitation.

"Proposal Invitation" means this Proposal Invitation and all associated documentation, including without limitation, these Terms and Conditions and any amendments hereto, additional terms and conditions specific to this Proposal Invitation, instructions, exhibits or attachments, forms, agreements, certifications, item specifications, appendices, and addenda.

"Proposal" means Proposer's complete and correct response to this Proposal Invitation, including all information, forms, agreements, certifications and other documentation required by this Proposal Invitation, properly submitted by Proposer's duly authorized representative.

"Proposal Due Date" means the date and time specified in the Proposal Invitation, or any addenda thereto, by which Vendors are required to submit Proposals for this Proposal Invitation.

"Proposer" or **"Vendor"** means the company or firm that submits a Proposal or, depending on the context, the proposing company to which the Cooperative awards a Contract under this Proposal Invitation. (For purposes of the forms associated with this Proposal Invitation, "you", "your", "I" or "my" refer to Proposer or Vendor, as applicable.)

"Purchase Order" means a Cooperative member's fiscal form or other instrument which is used in making a purchase from Vendor under a Contract. A Purchase Order may include a written or electronic purchase order, record of an online order, record of a purchasing card (P card) purchase, or any other record or instrument used by a Cooperative member to document a Cooperative member's authorized commitment to purchase awarded goods or services from a Vendor under a Contract.

"Vendor Invoice" means Vendor's billing form or other instrument, written or electronic, documenting charges for goods or services delivered to the Cooperative member under a Purchase Order under a Contract.

B. Proposal Requirements

1. Specifications

Unless otherwise specified, the specifications are intended to be non-proprietary, and should be construed as such. Catalog numbers, brand names, or manufacturer product or reference numbers used in the item specifications in this Proposal Invitation are intended to be descriptive, not restrictive. These references, as well as any approved brands and/or models listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.

In some cases, however, the Cooperative may find it advantageous in order to provide best value to Cooperative members to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these limited cases, preference will be given to the specific products identified as approved brands and/or models, especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or models are identified, Proposer is encouraged to propose the exact item specified, in addition to an alternate brand or model with equal/equivalent functionality or features where appropriate or necessary.

In all cases, Proposals must identify the manufacturer, brand, model, etc., of the item being offered. For Proposals on "equal/equivalent" items other than the specified approved brand and/or model, Proposer must supply a complete description and sufficient data for the Cooperative to properly analyze the product being proposed, including its functionality and features. In order to conduct such analysis, the Cooperative may request samples for items other than approved brands and/or models. If the specification identifies a specific brand or model for any item and Proposer fails to identify the manufacturer, brand, model, etc., for that item, **the Cooperative will assume Proposer is proposing on the exact brand and model identified in the specification**, **and if awarded a contract, Vendor must furnish the exact brand name, model, etc., as specified. Substitutions will not be allowed after the contract is awarded,** except as provided for in section E.8 (Product Updates and Substitutions) of these Terms and Conditions.

The apparent silence of the specifications as to any detail, or the apparent omission from any specification of a detailed description concerning any point, will be interpreted to mean that only the best commercial practices will prevail, and the specification will be construed accordingly.

NOTE: Unless a different time period is stated in the General Information document of this Proposal Invitation, if Proposer discovers or suspects an error in any item specification in this Proposal Invitation, including that the specification is proprietary where not intended, Proposer must notify the Cooperative Administrator of the error in writing at bids@buyboard.com immediately, but in no event later than the 10th business day before the Proposal Due Date.

2. Proposal Pricing

Pricing must be provided in the form required by the specifications and in accordance with the Proposal Invitation.

Unless otherwise provided in the specifications, if the specifications require "Line Item" or unit pricing, the Proposal must include a specific not-to-exceed price for the unit of measure specified for that item. Proposer is responsible for clearly noting any differences in proposed packaging and/or units of measure as a deviation in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions) of these Terms and Conditions.

Unless otherwise provided in the specifications, if the specifications require "discount from catalog" or "discount from pricelist" pricing, Proposer must quote the discount percentage to be applied to all items in each published catalog or pricelist included in the Proposal. Proposer must submit each catalog or published pricelist proposed with the Proposal in electronic format and in accordance with the requirements of the Proposal Invitation. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the catalogs or pricelists submitted do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

For installation, repair, and other services or labor, the specifications may require not-to-exceed labor rates or coefficient to be applied to a unit cost book. Proposers must provide pricing in the form required by the specifications and note any deviations in accordance with B.4 (Deviations from Item Specifications or General Terms and Conditions).

Proposer's pricing must be equal to or better than pricing Proposer offers other similarly situated customers under similar circumstances, including those offered to other purchasing cooperatives. Pricing that is not considered equal or better could result in the Proposal being determined non-competitive and not considered for award.

Unless specified otherwise in this Proposal Invitation:

(a) A "cost plus" Proposal will not be accepted;
(b) Proposer will not include freight, transportation and delivery charges or costs, or sales tax in Proposal pricing. (Freight, transportation and delivery charges, if applicable, are to be pre-paid by the awarded Vendor and, subject to section E.5 (Packaging, Transportation, and Delivery) of these Terms and Conditions, included as a separate item on the invoice to the ordering Cooperative member);
(c) Proposal pricing must include the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions; and
(d) Proposal pricing must be firm for acceptance and the Cooperative's period for acceptance will be at least 120 calendar days from the Proposal Due Date.

If Vendor is awarded a Contract, updates to pricing during the Contract term shall only be permitted in accordance with the requirements of section E.4 (Awarded Pricing) of these Terms and Conditions. Discount percentages off catalogs or pricelists must remain firm for the full Contract term.

3. Quality

Unless otherwise indicated in this Proposal Invitation, proposed products must be new and in first class condition, and must be warranted in the same manner and to the same extent as normally provided to other customers of Proposer. Additionally, proposed products must conform to the highest standards of manufacturing practice, including, for all tangible goods included in this Proposal Invitation, containers suitable for shipment and storage. Unless otherwise specified, "factory seconds," "refurbished", or otherwise inferior items are not acceptable. All services must comply with applicable industry standards.

4. Deviations from Item Specifications or General Terms and Conditions

Other than a deviation submitted in writing with the Proposal and **accepted by the Cooperative**, the Cooperative will hold Vendor accountable to the Cooperative and Cooperative members to perform in strict accordance with these Terms and Conditions and the item specifications as written. (For requirements for ancillary agreements between Cooperative members and Vendors for specific purchases, see section D.2 (Applicable Terms and Conditions; Ancillary Agreements).)

Vendor must clearly note and explain in detail any and all limitations, exceptions, qualifications, special conditions, or other deviations (collectively "deviations") from these Terms and Conditions or any of the item specifications in the Proposal on the Deviation and Compliance form (or an attachment thereto) at the time the Proposal is submitted. Deviations must be specific to these Terms and Conditions or the item specifications and clearly identify the specific section or item to which the deviation applies. The Cooperative shall not be deemed to have accepted, and a Contract shall not be subject to, any term or condition included in Vendor's Proposal which differs from these Terms and Conditions unless Vendor has specifically identified the deviation on the Deviation and Compliance form and the deviation is accepted by the Cooperative.

The submission of a deviation or deviations may place Vendor at a competitive disadvantage or otherwise prevent the Cooperative from considering the Proposal on the affected item(s).

The following Terms and Conditions are not subject to deviation. Any attempted deviation by Vendor to such Terms and Conditions, whether directly or indirectly, shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:

(a) Section B.9, Requirements of the Texas Public Information Act; Confidential Information;
(b) Section B.12, Certifications;
(c) Section D.2, Applicable Terms and Conditions; Ancillary Agreements;
(d) Section E.6.b, Payments;
(e) Section E.11, BuyBoard Vendor Information and Reporting of Cooperative Member Purchases
(f) Section E.12, Service Fee;
(g) Section E.13, Disclaimer of Warranty and Limitation of Liability;
(h) Section E.14, Sales Tax;
(i) Section E.15, Use of BuyBoard Logo and Trade Name;
(j) Section E.16, Indemnification;
(k) Section E.17, Intellectual Property Infringement;
(l) Section E.18, Remedies for Default and Termination of Contract;
(m) Section E.19, Force Majeure;
(n) Section F., Miscellaneous, including all subsections (F.1-F.12) thereto.

Further, any deviation by Vendor which, directly or indirectly, seeks to add terms or requirements substantively similar to the following shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:

(a) Any deviation seeking to supersede these Terms and Conditions with Vendor's own agreement form, standard agreement, or terms and conditions;
(b) Any deviation seeking to require the Cooperative, Cooperative Administrator, or any Cooperative member to indemnify or hold harmless Vendor.

The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Vendor(s) regarding any submitted deviation(s), consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

5. Addenda

Any interpretation, correction or change to this Proposal Invitation will be made by written addendum, and updated information contained in an addendum will prevail over the information contained in the original Proposal Invitation or a previous addendum. The Cooperative, by and through the Cooperative Administrator, is the sole authority for the issuance of any addendum, and any communication related to this Proposal Invitation that is not from the Cooperative is invalid. Although the Cooperative may provide electronic notification when an addendum has been issued and the changes will be flagged, it is Vendor's responsibility to monitor the BuyBoard vendor website for possible addenda and incorporate any posted addendum into the Proposal. Vendor must acknowledge each addendum in accordance with the instructions accompanying the addendum.

6. Samples

For any commodities included in this Proposal Invitation, the Cooperative, by and through the Cooperative Administrator, or Cooperative member may request a product sample. Proposer must furnish the requested sample at no cost to the Cooperative, Cooperative Administrator, or requesting Cooperative member, as applicable. The Cooperative Administrator or requesting Cooperative member must receive the sample within such reasonable specified time as requested. The submitted sample must be labeled with the Proposal Invitation name and number, item number, product identification number, and Vendor's name. Vendor's failure to submit a sample when requested will result in the product in question not being considered for award to Vendor.

The Cooperative Administrator or Cooperative member may retain samples for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination or testing and if Vendor has included a written return request with a submitted sample, the Cooperative Administrator or Cooperative member will return samples to Vendor at Vendor's expense. Notwithstanding the foregoing, the Cooperative Administrator or Cooperative member may permanently retain samples submitted by awarded Vendors for the purpose of determining that the quality and workmanship of awarded products delivered to Cooperative members is comparable to the samples. Neither the Cooperative, the Cooperative Administrator, nor a requesting Cooperative member will be liable for samples that are damaged, destroyed or consumed during examination or testing.

7. Proposal on All or Certain Items; Service Regions

Unless otherwise specified, Vendor may propose on any or all items. Vendor should answer all questions related to each item on which Vendor wishes to propose and indicate "No Bid" for those items on which Vendor does not wish to propose. Failure to complete any item in the specifications will be deemed a no bid on that item. The Cooperative will consider items individually and make awards on each item independently, except for related items for which compatibility will be an element of consideration. In such cases, small groups of items may be considered as a unit.

Vendor's Proposal shall specify the regions and/or states that Vendor proposes to serve by completing the appropriate Proposal forms. Vendor shall specify only those regions or states for which Vendor is authorized either under applicable law and/or by the manufacturer to sell the proposed products. If Vendor proposes multiple products, and the regions or states which the Vendor is able to serve and proposes to serve differ by product, Vendor must specify the specific regions or states by product in its Proposal. **A Vendor may not select a region or state in its Proposal where Vendor is unable or unauthorized to sell a proposed product. If it is determined that a Vendor is unable, unauthorized, or refuses to provide any awarded product(s) or service(s) in a region or state specified in Vendor's Proposal, such inability, lack of authorization, or refusal shall be an event of default and subject to all remedies up to and including termination of Vendor's Contract.**

8. "All or Nothing" Awards

Unless otherwise indicated in this Proposal Invitation, "all or nothing" Proposals are **not** acceptable and will be rejected. Vendor must be willing to accept a partial award for any combination of the items or services proposed and must be willing to share the business with any other successful Proposers.

9. Requirements of the Texas Public Information Act; Confidential Information

(a) Vendor Compliance.

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Proposal Invitation and any awarded Contract, and Vendor agrees that the Contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

Pursuant to Texas Government Code Sections 552.371 and 552.372, to the extent the Contract or any Purchase Order thereunder has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by a governmental body or results in the expenditure of at least $1 million in public funds for the purchase of goods or services by a governmental body in a fiscal year of the governmental body, Vendor shall:

1) preserve all contracting information, as defined in Texas Government Code Section 552.003(7) ("Contracting Information"), related to the Contract or any Cooperative member Purchase Order thereunder as provided by the records retention requirements applicable to the governmental body for the duration of the Contract (including any Purchase Order thereunder);

2) promptly provide to the Cooperative or Cooperative member, as applicable, any Contracting Information related to the Contract that is in the custody or possession of Vendor on request of the Cooperative or Cooperative member; and

3) on completion of the Contract (including any Purchase Order thereunder), either:
   (A) provide at no cost to the Cooperative or Cooperative member, as applicable, all Contracting Information related to the Contract (including any Purchase Order) that is in the custody or possession of Vendor; or
   (B) preserve the Contracting Information related to the Contract (including any Purchase Order thereunder) as provided by the record retention requirements applicable to the Cooperative or Cooperative member, as applicable.

The Cooperative may not accept a Proposal or award a Contract to a Vendor that the Cooperative has determined has knowingly or intentionally failed to comply with Texas Government Code Chapter 552, Subchapter J, in a previous Proposal or Contract unless the Cooperative determines and documents that Vendor has taken adequate steps to ensure future compliance with the requirements of said Subchapter.

(b) Confidential/Proprietary Information.
Proposer must clearly identify information in the Proposal that Proposer considers proprietary or confidential by completing the Confidential/Proprietary Information form. Further, for any other information provided by Vendor to the Cooperative after Contract award (updated catalogs or pricelists, Vendor information, etc.), Vendor shall clearly mark and identify any information that Vendor considers proprietary or confidential. The Cooperative will treat such information as confidential only to the extent allowable under the Texas Public Information Act (Chapter 552 of the Texas Government Code) or similar disclosure law.

If Vendor fails to properly identify information that the Vendor considers proprietary or confidential, the Cooperative shall have no obligation to 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 laws. **The Cooperative and its Administrator will not be responsible for Vendor's failure to clearly identify information Vendor considers confidential or proprietary.** Vendor may be notified of a third-party request for information that Proposer has identified in the Confidential/Proprietary Information form as proprietary or confidential when required by the Texas Public Information Act or similar disclosure law.

By submitting a Proposal, Vendor acknowledges that the Cooperative and the Cooperative Administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

10. Certain Professional Services Excluded
Neither this Proposal Invitation nor any Contract includes services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

11. Withdrawal or Modification of Proposal
Vendor may withdraw or modify a submitted Proposal **prior to the Proposal Due Date and time** specified in this Proposal Invitation. A Proposal may be withdrawn only in strict accordance with this section.

Electronic Proposals Submissions: A Proposal submitted electronically through a website designated by the Cooperative for submission of electronic proposals may be withdrawn or modified prior to the Proposal Due Date and time through the same electronic proposal submission website. Vendor's login to the electronic proposal submission website shall be used to verify Vendor's identity. Vendor shall be solely responsible for ensuring only authorized use of its login, following all website instructions, and ensuring that the Proposal is properly withdrawn or modified prior to the Proposal Due Date and time.

Hard Copy Submissions: If a Vendor submitted a Proposal in hard copy electronic format via mail or in person, rather than electronic submission through the designated website, Proposer must submit a written request to the Cooperative Administrator to withdraw the Proposal. The request to withdraw must be signed by an individual authorized to enter into contracts on Vendor's behalf and indicate the individual's title. If the Cooperative Administrator has any question or doubt regarding Vendor's identity or the identity of its Proposal, withdrawal will not be allowed. If the Cooperative Administrator, decides to allow the withdrawal, Vendor's duly authorized representative may be required to complete and sign a written receipt satisfactory to the Cooperative Administrator before the proposal will be released. The decision of the Cooperative Administrator relating to matters concerning withdrawal of a Proposal is final.

A Vendor may resubmit a withdrawn Proposal, or submit a new Proposal, up until the Proposal Due Date and time, provided any new submission meets the requirements of this Proposal Invitation. If Vendor resubmits a Proposal that was withdrawn and makes any change to any document in the Proposal package, the change must be made in accordance with the Cooperative's instructions for Proposal submissions, and Vendor will be deemed to have authorized such change.

Proposals that are in the Cooperative's possession (including Proposals submitted through an electronic proposal submission website designated by the Cooperative) at the Proposal Due Date and time shall be deemed final, conclusive, and irrevocable; and no Proposal will be subject to withdrawal, amendment, or correction by a Vendor after the Proposal Due Date and time specified in this Proposal Invitation. However, pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions), the Cooperative reserves the right, in its sole discretion, to seek clarification, communicate and resolve issues around deviations that were submitted in a Proposal, consistent with general procurement principles of fair competition.

12. Certifications

The Proposer's Acceptance and Agreement and Proposal Acknowledgements forms, which are fundamental to and incorporated into this Proposal Invitation, require Vendor to certify to certain matters. Pursuant to and in accordance with such forms, and in addition to the matters set forth therein, Vendor certifies to the following with respect to this Proposal Invitation, the Proposal, and any Contract awarded under this Proposal Invitation.

(a) Non-Collusion Certification

Vendor agrees and certifies to the following, and understands that the penalty for violating this non-collusion certification will be the immediate disqualification of Vendor's Proposal or, if the violation is revealed after Contract award, any remedies allowed by law or the Contract including termination of Vendor's Contract:

1) Neither Vendor nor any business entity represented by Vendor has received compensation for participation in the preparation of the item specifications or these Terms and Conditions related to this Proposal Invitation;
2) The Proposal has been arrived at independently and is submitted without collusion with any other Vendor, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any Proposer an unfair advantage over any other Proposer with respect to the Proposal;
3) Vendor has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the Cooperative or any of its members in connection with any information or submission related to the Proposal, any recommendation, decision, vote, or award related to the Proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to the Proposal;
4) Neither Vendor, nor any business entity represented by Vendor, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to the Proposal, and the Proposal has not been knowingly disclosed, and will not be knowingly disclosed, to any other Proposer, competitor, or potential competitor prior to the opening of Proposals; and
5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a Proposal.

(b) Certification Regarding Ethics, Fair Competition, and Other Matters
Vendor agrees and certifies to the following:

1) Vendor has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with the Proposal;
2) Vendor has a high degree of integrity and business ethics, and a satisfactory record of performance;
3) Vendor is an authorized dealer, distributor, or manufacturer for the products or services offered in the Proposal for each region or state Vendor proposes to serve in the Proposal;
4) Vendor has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from submitting its Proposal and Vendor would in no other way whatsoever be disqualified to propose or receive any award or Contract related to this Proposal Invitation, and Vendor will comply with any reasonable request from the Cooperative to supply information sufficient to substantiate the foregoing representations;
5) Vendor has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under this Contract;
6) The prices, prompt payment discount terms, delivery terms, distribution allowances and the quality and/or performance (including warranties) of the product or services offered in the Proposal are and will remain the same or better than those offered Vendor's similarly situated customers under similar circumstances, including those offered through other purchasing cooperatives;
7) All pricing offered in the Proposal is and will remain fair and reasonable considering general market pricing for similar goods or services. Vendor has not and will not seek to engage in price gouging or price manipulation including, but not limited to, submitting artificially low pricing in pricelists, catalogs, or other pricing submitted with the Proposal or quotes to Cooperative members in an attempt to secure a Contract or Purchase Order and subsequently attempting to increase such proposed pricing citing market pricing;
8) The products and services offered in the Proposal represent the full and complete products and services Vendor seeks to provide if awarded a Contract. If awarded, except as permitted by Section E.8 (Product Updates and Substitutions) of the Terms and Conditions, Vendor will be limited to awarded products and services included in the Proposal and will not seek to sell non-awarded items using the Contract.
9) The Proposal complies with all federal, state, and local laws concerning these types of products or services, and Vendor will continue to comply with any applicable federal, state, and local laws related to Vendor's activities in connection with the Contract;
10) Vendor will comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Texas Government Code;
11) Vendor will maintain, at Vendor's expense, any insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or its agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law; and
12) Any false statement contained in the Proposal is a material breach of contract which will void the Proposal or any resulting Contract, and subject Vendor to removal from all proposal lists, and possible criminal prosecution.

13. Proposal Signatures
Vendor must submit its Proposal in strict accordance with the Cooperative's instructions, including having an officer duly authorized by Vendor execute the Proposal. By signing, the signatory warrants that he or she has read and agrees to the terms of the Proposal and is authorized to execute same as a legally binding act of Vendor. A facsimile or electronic signature will be deemed an original.

14. No Reimbursement

Vendor understands and acknowledges the Cooperative will not reimburse or pay Vendor for any expenses Vendor incurs in preparing its Proposal or providing additional information required in connection with the Proposal.

C. Proposal Evaluation

1. General

A Proposal submitted in accordance with this Proposal Invitation will initially be considered for award; however, initial consideration of a Proposal will not constitute an assessment of its meeting the necessary qualifications, and a Proposal may be disqualified at any time during the evaluation process for failure to meet any other terms or conditions contained anywhere else in this Proposal Invitation.

2. Best Value Criteria

The Cooperative evaluates Proposals on the basis of best value to Cooperative members. In evaluating Proposals and determining best value for all Cooperative members, the Cooperative will consider the following criteria:

Best Value Criteria		Maximum Points
1	Price Competitiveness	45
2	Vendor Past Performance	15
3	Vendor Reputation for Goods and Services	15
4	Financial and Technical Resources	15
5	Capability of Servicing Cooperative Members	5
6	Any other relevant factor or requirement listed in this Proposal Invitation	5
TOTAL		100

The Cooperative's evaluation may include Vendor's responses to the forms and other attachments or information included with a Proposal or associated with this Proposal Invitation, including but not limited to Vendor's responses to the Proposal Invitation Questionnaire, as well as any other information at its disposal deemed relevant by the Cooperative in its sole discretion. Only responsive Proposals will be evaluated. Failure to include all required information may result in a Proposal being deemed non-responsive.

As a general matter, the Cooperative seeks to make competitive and indefinite quantity awards to Proposers that give the same or better discounts/pricing than they give their best governmental clients and can provide best value to Cooperative members. Proposers should provide competitive pricing that is the same or better than the pricing provided their best governmental clients. Each Proposal is evaluated on its own merit and determined to be fair and reasonable, including by comparing the price/discounts that Vendor offers other governmental clients.

If this Proposal Invitation requires discount pricing, discount practices may be examined and evaluated, in the Cooperative's sole discretion, based on historical data, sales information, discounts granted to other governmental clients, and/or other market research techniques. The Cooperative may award Contracts to multiple Proposers supplying comparable products or services, also known as a multiple award schedule, or award the Contract to a single Proposer. The Cooperative's decision to make multiple awards or a single award will be based upon the Cooperative's sole discretion regarding the type of award that provides best value to all Cooperative members.

In regard to Vendor past performance, among other factors, the Cooperative may consider a Vendor's breach of contractual obligation on any other active or prior Cooperative contract awarded to Vendor including, but not limited to, nonpayment of service fees by Vendor, its parent company or affiliates and/or Vendor's failure to generate any minimum amount specified in a prior-awarded Cooperative contract.

The Proposal Invitation may also require Proposers to provide certain information in the Proposal Forms for which the Cooperative does not evaluate the Proposer's responses as part of the award criteria set out in this Section C.2. The Cooperative requests such information because it may be relevant to federal, state or local procurement law or other requirements that apply to various Cooperative members. (Cooperative members may also require and request Vendors provide additional certifications and information to meet the Cooperative member's specific procurement requirements prior to making purchases under an awarded Contract.) This information, which will be made available to Cooperative members with respect to awarded Vendors, includes the following:

(a) Resident/Nonresident Certification;
(b) Vendor Employment Certification;
(c) Historically Underutilized Business Certification
(d) EDGAR Vendor Certification.

3. Cooperative Board Decision

The Cooperative reserves the right to waive any or all irregularities, formalities, or other technicalities and to be the sole and independent judge of quality and suitability of any products or services offered. The Cooperative may accept or reject a Proposal in its entirety or may reject any part of a Proposal without affecting the remainder of that Proposal and may award individual items in this Proposal Invitation in any combination or in any way that provides best value to Cooperative members based on the criteria set out in section C.2 (Best Value Criteria) of these Terms and Conditions. The Cooperative may use all means and information at the collective disposal of the Cooperative, Cooperative Administrator, and Cooperative members to evaluate Proposals. The final decision as to the best overall offer(s), including as to pricing and suitability of the proposed products or services to meet the needs of and provide best value to Cooperative members, rests solely with the Cooperative's Board of Trustees.

The Board's decision may be protested only in accordance with the Board's protest procedure policy, which is available from the Cooperative Administrator upon written request. Pursuant to the Board's protest procedure policy, a protest challenging the terms, conditions or form of notice of this Proposal Invitation and accompanying documentation must be received by the Cooperative no later than 5:00 p.m. CST the fifth business day before the Proposal opening date, and a protest challenging an award decision, including proposal evaluations, no later than 5:00 p.m. CST the fifth business day after the award is posted on the BuyBoard vendor website.

D. Contract Award

1. Notice of Award and Related Matters

A Proposal is an offer by Vendor to contract with the Cooperative and Cooperative members in accordance with this Proposal Invitation, including without limitation the item specifications and these Terms and Conditions. A Proposal does not become a Contract unless and until the Proposal is accepted by the Cooperative through the issuance of a written Notice of Award to a successful Proposer, whereupon the Contract becomes binding and enforceable. The Contract may then be utilized by a Cooperative member by the member issuing a Purchase Order for the awarded products or services. Vendor must honor all Purchase Orders issued by Cooperative members during the Contract term in accordance with these Terms and Conditions. The Cooperative may maintain Vendor's contract documents in electronic format for the duration of the Contract term.

The Cooperative reserves the right to allow awarded Vendors to add additional service regions, at the Awarded Pricing, to the Vendor's Contract during the Contract term.

As provided for in detail in section E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases), all Purchase Orders must be processed through the BuyBoard. All deliveries and financial transactions related to the Purchase Order will occur directly between Vendor and the ordering Cooperative member. As provided for in detail in section E.11(c) (Vendor Invoices), Vendor must provide copies of Vendor Invoices for Cooperative member purchases to the Cooperative Administrator.

2. Applicable Terms and Conditions; Ancillary Agreements

By submitting a Proposal, Vendor specifically agrees that these Terms and Conditions shall apply, subject to any deviations properly submitted by Proposer and **approved by the Cooperative** in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions). Following award, Vendor shall not seek to impose on a Cooperative member additional terms, conditions, or ancillary agreements that are inconsistent with, or intended to supersede, the Contract Terms and Conditions. Further, Cooperative members and Vendors do not have the authority to modify these Terms and Conditions.

However, nothing herein shall prevent the Cooperative member and Vendor from negotiating additional ancillary terms applicable to a specific purchase or purchases, consistent with the requirements of these Terms and Conditions, including but not limited to:

(a) Detailed product or service requirements for the specific Cooperative member purchase;
(b) Product delivery times and requirements for the specific Cooperative member purchase;
(c) Performance and/or payment bonds from Vendor as may be required by law or policy or deemed necessary or appropriate by the Cooperative member;
(d) Requirements for Vendor to carry and provide proof of insurance as may be required by law or policy or as deemed necessary or appropriate by the Cooperative member;
(e) Requirements for background checks at Vendor's expense on Vendor employees who will have direct contact with students or staff, or for other reasons;
(f) Other requirements applicable to the purchase as may be required by law, local policy, or deemed necessary or appropriate by the Cooperative member.

Any ancillary terms between a Cooperative member and Vendor must be in writing and signed by a representative of the Cooperative member with all necessary authority to accept the agreement and bind the Cooperative member. All risk of confirming proper authority shall lie with Vendor.

By submitting a Proposal, Vendor understands and acknowledges that Cooperative members are governmental entities, and any provision in any ancillary agreement which requires the Cooperative member to indemnify or hold harmless Vendor, or any other provision not allowed by the laws applicable to the purchasing Cooperative member, shall be void and of no effect. Vendor further acknowledges and agrees that, notwithstanding anything in any ancillary agreement, including a product warranty, to the contrary, the laws applicable to such agreement shall be the laws of the state in which the Cooperative member is located. This provision supersedes any provision in any ancillary agreement to the contrary.

Any attempt by Vendor to deviate from this section in Vendor's Proposal shall be deemed rejected. Further, any attempt by an awarded Vendor to impose terms and conditions on a Cooperative member that are inconsistent with the requirements of this section shall be an event of default under the Contract and subject to all remedies up to and including termination of Vendor's Contract.

Nothing in any ancillary agreement between a Cooperative member and Vendor shall affect the Terms and Conditions of the Contract as between the Cooperative and Vendor.

3. Piggyback Contract and Other Entity Clause

It is the Cooperative's intent that other governmental entities throughout the United States, as well as the administrator's nonprofit entity BuyBoard subscribers, have the opportunity to purchase the goods or services awarded under the Contract at the same pricing and according to these Terms and Conditions, subject to applicable state law, through a piggy-back award or similar agreement. To the extent applicable, Vendor must offer and sell the awarded goods and services to such other organizations and entities in accordance with Vendor's Proposal, including without limitation the State Service Designation form and the National Purchasing Cooperative Vendor Award Agreement.

E. Contract Performance

1. Contract Term

(a) Term. The term of the Contract is for the initial term stated in this Proposal Invitation, which term begins on the date specified in the Notice of Award. Unless otherwise stated in this Proposal Invitation, the Contract may be renewed for two additional one-year terms as provided for in this section E.1. In the event the Contract term will expire before the Cooperative awards a successor contract for the categories of awarded products or services, the Contract may be extended beyond the expiration date on a month-to-month basis, or such other term as determined by the Cooperative, upon the agreement of the Cooperative and Vendor, provided that the Awarded Pricing does not increase during such extension. A reference to "Contract term" in these Terms and Conditions means the initial term and any renewal term.

(b) Survival. The Contract shall govern the Vendor's and the Cooperative member's rights and obligations with respect to any Purchase Order issued during the Contract term and afterwards with respect to any Purchase Order or purchase bound by the Cooperative member for specified goods or services **before** the Contract award period ended. This includes, but is not limited to, the Vendor's obligations to pay to the Cooperative all applicable service fees as required by section E.12 (Service Fees) of these Terms and Conditions for such Purchase Orders.

(c) Renewals. Vendor has no right to or vested interest in a Contract renewal. The Cooperative will evaluate the Contract award prior to the expiration of the then current Contract term (initial or renewal) and reserves the right to not renew the Contract based on factors that may include, but are not limited to, the annual amount of business, Vendor's performance (including, but not limited to, compliance with the Terms and Conditions), and the continued provision of best value to Cooperative members. With respect to annual amount of business, Vendor must generate the minimum amount specified in the General Information document associated with this Proposal Invitation through the Contract, during both the initial and the first renewal term, or may not be offered a second renewal term. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations. A renewal must be agreed to by the Cooperative and Vendor. Vendor must promptly, and before the start of the renewal term, notify the Cooperative in writing if Vendor does not accept a renewal offered by the Cooperative or Vendor will have been deemed to have accepted the renewal.

2. Prevailing Wages, Bonding and Insurance Requirements

Vendor must comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon and/or state or local law, including but not limited to Chapter 2258 of the Texas Government Code.

Vendor must provide any applicable performance and payment bonds as required by law, including but not limited to Chapter 2253 of the Texas Government Code, or as requested by a Cooperative member.

Vendor must maintain appropriate and sufficient insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect Vendor and the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided by law.

3. Awarded Items Only May Be Sold; Conformity to Item Specifications

If awarded a Contract, Vendor may only offer under the Contract those products and services included in Vendor's Proposal and awarded to Vendor by the Cooperative ("Awarded Items"). For awards based on catalogs or pricelists, Awarded Items shall include only those items within the specification category or categories awarded to Vendor that were included in the catalog(s) or pricelist(s) submitted with Vendor's Proposal or as updated when and if permitted

by section E.8 (Product Updates and Substitutions). Any attempt by Vendor to sell items other than Awarded Items under the Contract shall be an event of default under the Contract.

Vendor warrants that the Awarded Items Vendor provides under the Contract will conform to the item specifications and other requirements of this Proposal Invitation (except to the extent and as specifically noted as deviations in Vendor's Proposal), and will be free from all defects in material, workmanship and title. Vendor further warrants that (i) Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, and/or licenses necessary for lawful performance of Vendor's obligations under the Contract; (ii) Vendor will comply with all applicable state, federal and local laws, rules, and regulations in regard to Awarded Items, and (iii) all Awarded Items provided under the Contract meet all applicable legal standards and requirements, including OSHA standards and regulations, and that any electrical items bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories.

If Vendor provides a product that does not conform to an item specification, including delivering a product other than the specific brand and model of the product awarded, the ordering Cooperative member may reject the product when delivered and terminate the Purchase Order, at no cost or penalty to the member.

If Awarded Items include chemicals or other products that customarily require Material Safety Data Sheets (MSDS), Vendor must include the MSDS with the first shipment of the product to a Cooperative member during the Contract term. Vendor must provide additional MSDSs to Cooperative members upon request, promptly and at no additional cost.

4. Awarded Pricing

Awarded pricing shall be based on the line item or unit pricing, discount off catalog or pricelist, not-to-exceed hourly labor rates, or other pricing structure as set forth in the Proposal Invitation, submitted in Vendor's Proposal, and approved by the Cooperative ("Awarded Pricing"). Except as provided in this section E.4 or otherwise in this Proposal Invitation, Vendor shall hold Awarded Pricing firm during the Contract term.

(a) Price Increases

Except as expressly permitted by these Terms and Conditions, Vendor has no contractual right to make price increases during the Contract term. The Cooperative reserves the right to reject any or all price increases it deems not representing best value to Cooperative members.

1) Line Item/Unit Pricing

Unless otherwise provided in the Proposal Invitation, for awards based on not-to-exceed line item or unit pricing, Vendor may submit updated pricing reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

(A) No price increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award.
(B) Unless otherwise provided in the Proposal Invitation or approved by the Cooperative Administrator in writing, Vendor shall be required to keep the Awarded Pricing firm for the first year of the Contract Term; thereafter, Vendor may submit updated pricing no more frequently than annually for each subsequent year of the Contract Term.
(C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
(D) Information on price increases must be provided in such format as may reasonably be required by the Cooperative Administrator;
(E) All price increases must be supported by manufacturer price changes or similar market changes; and
(F) Updated pricing must be limited to Awarded Items or the updated pricing may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to included non-awarded items in updated pricing as an attempt to sell non-awarded items which is an event of default under the Contract.

2) Discount Off Catalog or Pricelist

For awards based on discount off catalog or pricelist, Vendor shall hold all awarded discount percentages firm during the Contract term. However, Vendor may submit updated pricelists or catalogs reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

(A) No catalog or pricelist price increases, including website-based catalogs or pricelists, will be permitted or accepted between the time of Vendor's Proposal submission and Contract award;
(B) Following Contract award, Vendor may submit updated pricelists or catalogs to the BuyBoard no more frequently than 180 days from the date of Vendor's last pricelist or catalog unless otherwise provided in the Proposal invitation or otherwise approved by the Cooperative Administrator in writing;
(C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
(D) Pricelists or catalogs must be provided in such format as may reasonably be required by the Cooperative Administrator;
(E) All price increases must be supported by manufacturer price changes or similar market changes; and
(F) Updated pricelists or catalogs must be limited to Awarded Items or the pricelist/catalog may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to include non-awarded items in updated pricelists/catalogs as an attempt to sell non-awarded items which is an event of default under the Contract.

3) Labor Rates

Unless otherwise provided in the Proposal Invitation, for Awarded Pricing based on not to exceed hourly labor rates, Vendor may not increase Awarded Pricing during the Contract term unless changes to prevailing wage rates under state, local, or federal law applicable to the work to be performed support higher rates. In such event, the Vendor must notify the Cooperative and, upon request, promptly provide such documentation as the Cooperative may require to support the requested labor rate increase. Unless required by law, no rate increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award. Following Contract award, Vendor may submit updated labor rates no more frequently than 180 days from Vendors last hourly labor rate submission unless otherwise provided in the Proposal Invitation, otherwise approved by the Cooperative administrator in writing, or otherwise required by law.

For Awarded Pricing based on a coefficient to be applied to a unit price book, coefficients shall remain firm for the full Contract Term and are not subject to change.

(d) Price Decreases

Regardless of the pricing method specified, in the event Vendor decreases the price of awarded products or services below the Awarded Pricing for Vendor's other customers in similar market circumstances, Vendor must offer such decreased pricing to Cooperative members under the Contract.

Further, Cooperative members may negotiate with Vendor, through the BuyBoard request for quotes (RFQ) function or otherwise, to obtain lower prices for Awarded Items based on volume or other factors. Nothing herein shall prohibit Vendor from offering pricing lower than the Awarded Pricing.

(e) Exceeding Awarded Pricing Prohibited

If it is determined that a Vendor has sold Awarded Items to Cooperative members through the Contract at a price higher than the applicable Awarded Pricing, Vendor shall be in default of its Contract and subject to all remedies up to and including termination.

(f) Service Fee Included in Awarded Pricing

Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing.

5. Packaging, Transportation, and Delivery

Unless otherwise provided for in this Proposal Invitation, all tangible goods included in this Proposal Invitation must be packaged in containers that are new, appropriately designed for the product, and sturdy enough to protect the product during loading, transit, unloading, and storage, and be suitably packed to secure the lowest transportation costs. Products for which palletizing is appropriate must be delivered on standard and industry acceptable pallets for the products to be delivered in good, serviceable condition.

Vendor is responsible for paying all freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member, and for the risk of loss until the product is delivered to and accepted by the Cooperative member. Freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member are to be prepaid by Vendor. Vendor may collect the actual amount of such charges after delivery and acceptance, provided that the charges (a) are reasonable, (b) were disclosed to the Cooperative member, if requested, and in all instances in which the charges exceed ten percent (10%) of the total cost of the order, prior to shipment; (c) are itemized and shown separately on the member's invoice; and (d) are supported by appropriate documentation submitted with the invoice.

Except for items that have hidden defects or that do not meet specifications, title and risk of loss to products pass to a Cooperative member upon the member's actual receipt and acceptance of the product at the point and time of delivery. Unless otherwise noted in the Proposal (as a deviation) or the Purchase Order, Vendor must deliver or provide awarded products or services within 10 business days after receipt of a Cooperative member's Purchase Order. Vendor must immediately notify the Cooperative member's primary contact of any anticipated or actual delay and document the notice in writing, and the member may extend the delivery time or cancel the order if the delay is unacceptable. If the Cooperative member has not received notice of the delay as required by this section, the member may, at its discretion, return to Vendor any items received after the due date, at Vendor's expense and without liability or penalty to the member. When the needs of a Cooperative member require immediate response, the right to pick up tangible goods, if part of this Proposal Invitation, on an "over the counter" basis must be available for the majority of the awarded tangible goods. In these circumstances, the Cooperative member's personnel may pick up the products at Vendor's warehouse location. Additionally, a Cooperative member may request emergency delivery, and Vendor must use its best efforts to comply with rush or emergency requests. If Vendor cannot fulfill the emergency delivery requirement, the member may procure the products or services from alternative sources without penalty. Time is of the essence in Vendor's performance of the Contract.

6. Packing Lists, Invoices and Payments

(a) Packing Lists, Vendor Invoices

Packing lists or other suitable shipping documents must accompany each shipment of tangible goods included in this Proposal Invitation and state: (a) Vendor's name and address; (b) Cooperative member's name and address or delivery location; (c) Cooperative member's Purchase Order number; (d) descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, and total number of containers; and (e) copies of all product warranties for the item(s) delivered. Vendor must submit separate invoices, in duplicate, on each Purchase Order after each delivery. Invoices must (a) contain the information stated above; (b) separately itemize any transportation and delivery charges, and include associated documentation; (c) include a properly signed copy of the delivery receipt; and (d) be mailed directly to the ordering Cooperative member. Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing and must not be separately itemized in the invoice.

Vendor shall provide copies of Vendor Invoices to the Cooperative in accordance with the requirements of section E.11(c) (Vendor Invoices).

(b) Payments

Payment by the Cooperative member is due after a Cooperative member's receipt and acceptance of ordered products or services and the documentation identified above, including a complete and correct invoice, in accordance with the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code). A Cooperative member is not responsible for products delivered or invoiced without a valid purchase order number.

A Cooperative member's obligation to Vendor is payable only and solely from funds available for the purpose of the purchase. Lack of funds will render a Cooperative member's Purchase Order null and void to the extent funds are not available and any delivered but unpaid product will be returned to Vendor. Neither the Cooperative nor TASB is liable or responsible for any payment owed Vendor by a Cooperative member under the Contract.

7. Product Inspection, Testing, and Defective Items

Products supplied under the Contract must be delivered in the best possible condition, be covered by the product warranties provided by Vendor and/or the product manufacturer to other customers, and are subject to inspection, testing, and approval by the Cooperative or a Cooperative member. Tests may be performed on samples taken from any regular shipment of the product. In the event a tested product fails to meet or exceed all requirements of the item specifications or these Terms and Conditions, Vendor must pay the cost of the samples and/or the testing. Upon receipt of notification from the Cooperative or Cooperative member, Vendor must replace and, for tangible goods, pick up the defective product within five business days or on the next service date, whichever is sooner, without charge for the replacement or delivery. Additionally, the Cooperative or member may dispose of defective products that are not picked up and replaced by Vendor, without cost. Products damaged in shipment are considered defective for purposes of the foregoing. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance of such products. The Cooperative or Cooperative member must have access to Vendor's place of business during normal business hours for the purpose of inspecting any awarded product.

8. Product Updates and Substitutions

Vendor's Proposal must specify the products or services Vendor proposes to provide under each category of the Proposal Invitation specifications. Vendor shall only be permitted to provide those products or services specified in the Proposal for the category or categories under which Vendor is awarded under the Contract. Except as provided in this section E.8, the Cooperative will not accept additions or substitutions to any of the product(s) listed in the Proposal after a Notice of Award has been issued.

(a) Updated Catalogs

If a manufacturer catalog submitted with Vendor's proposal is later updated with products within the same Proposal Invitation category or categories, including new products not previously available in the awarded product category, Vendor may substitute the updated catalog for the awarded product or catalog. Notwithstanding the forgoing, updated catalogs shall **not** be permitted to include any of the following:

1) Items that are outside the category or categories under which Vendor was awarded;
2) Items that, in the reasonable discretion of the Cooperative, do not meet the intent of the awarded specification category;
3) Items that were available in the market at the time of the submission of Vendor's Proposal which Vendor either elected not to include or neglected to include with Vendor's Proposal; or
4) Products from manufacturers or brands not specifically included in Vendor's Proposal in the applicable specification category.

(b) Substitutes

If an awarded product or catalog of products is discontinued by the manufacturer and the same manufacturer offers an equivalent replacement product or catalog, Vendor may substitute the replacement product or catalog for the awarded product or catalog.

Vendor shall submit all reasonable supporting documentation requested by the Cooperative Administrator regarding any catalog updates or product or catalog substitutions. The Cooperative, by and through the Cooperative Administrator, reserves the right to reject, in its sole discretion, any catalog updates or product or catalog substitutions.

9. Product and Service Guarantees and Warranties

Vendor shall extend such warranties on Awarded Items, including the installation thereof if such installation is provided by Vendor, as are normally provided to other customers of Vendor. All services shall be performed in a good and workmanlike manner consistent with industry standards. Unless a deviation is submitted by the Vendor with its proposal and accepted by the Cooperative pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions) or unless a different warranty is required by a Cooperative member Purchase Order or ancillary agreement, a minimum of a 90-day product or service guaranty or the manufacturer's standard commercial warranty, whichever is greater, will apply to all awarded products and services. At a minimum, all product warranties must provide for replacement of defective merchandise, parts, and labor, and include pick-up of the defective merchandise from the location specified by the Cooperative member and delivery of the replacement(s) to the same location. In addition, such warranty shall include curing any defects in connection with any Vendor installation of the product at no additional cost to the member. The warranty period is effective from the date the Cooperative member accepts the product or the date the service is completed and accepted by the Cooperative member. No waiver of implied warranties shall be effective unless explicitly approved by a Cooperative member in writing in accordance with section D.2 (Applicable Terms and Conditions; Ancillary Agreements).

Vendor shall respond to any reasonable requests for information from the Cooperative, the Cooperative Administrator, or a Cooperative member pertaining to concerns regarding public health or safety in relation to Awarded Items and provide such documentation as may be reasonably requested. In the event of any product recalls affecting Awarded Items, Vendor shall notify the Cooperative Administrator and any Cooperative members who made purchases from Vendor for such recalled products in writing as soon as practicable of the recall and proposed action. At a minimum and without waiving any other requirements under the Contract, law, or Cooperative member Purchase Order or ancillary agreement, Vendor shall be required to take all action required by law or greater remedy as may be offered by Vendor to other customers with respect to recalled products, including but not limited to, prompt replacement and/or refunds.

10. Multiple Distribution Centers, Single Point of Contact, and Designated Dealers

If tangible goods are included as part of Vendor's Awarded Items and Vendor delivers products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan must carry or have timely access to all Awarded Items and must be able to respond to orders in a timely manner. Except as expressly permitted in this Proposal Invitation, product substitutions are not allowed, and the involvement of multiple distribution centers does not alter any restriction against product substitution.

The Cooperative and Cooperative members will have **one Vendor contact person** for overall contract management relative to the Contract, even if Vendor uses multiple distribution centers or designated dealers, and the Cooperative and its members will not be required to deal with multiple Vendor contacts for overall contract management.

If Vendor is a manufacturer that sells products through a dealer network, Vendor may request to designate a dealer or multiple dealers ("Designated Dealer" or "Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf by completing and submitting to the Cooperative Administrator the information required on the Manufacturer Dealer Designation form contained in the Proposal Invitation and, if requested, such other information as the Cooperative Administrator may reasonably require.

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 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. Vendor shall remain responsible and liable for all obligations under the Contract and the

performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract. Vendor shall 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.

Further, Vendor acknowledges and agrees that, if Vendor opts to submit Designated Dealers under the Contract, Vendor is responsible for ensuring the accuracy, maintenance, and updating of the Designated Dealer information provided to the Cooperative and ensuring and confirming such information has been received by the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. Vendor authorizes the Cooperative Administrator, in its sole discretion, to list any Vendor Designated Dealers on the BuyBoard website and authorizes the Designated Dealer(s) 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.

11. BuyBoard Vendor Information and Reporting of Cooperative Member Purchases

(a) BuyBoard Website and Vendor Information

The awarded Contract will be posted on the BuyBoard website as an online marketplace. By submitting a Proposal, Vendor consents to the posting of all Proposal and product information provided by Vendor including, but not limited to, Vendor's Proposal, contact information, product catalogs, and product pricing on the BuyBoard website for Cooperative members. Vendor further authorizes the Cooperative, the Cooperative Administrator, and any third-party contractor providing services for the BuyBoard website to receive and relay such information to Cooperative members electronically, including via electronic punch out from the BuyBoard website.

Posting of Vendor information on the BuyBoard website or other relay of Vendor information by the Cooperative to Cooperative members shall be for the convenience of Cooperative members and Vendors only and shall not be deemed a contractual obligation or duty on the part of the Cooperative. Whether and when to post information to the BuyBoard website shall be in the sole discretion of the Cooperative. To the extent Vendor pricing or catalog information is posted on the BuyBoard website and Vendor subsequently submits updated pricing or catalog information in accordance with sections E.4 or E.8 of the Terms and Conditions, as applicable, the Cooperative Administrator shall have a reasonable time (which in no event shall be less than 10 business days, and may be longer depending on circumstances) to review the information and, if accepted in accordance with the Terms and Conditions, update the information. Vendor shall continue to honor all prior pricing and catalogs and shall not be permitted to sell products or services to Cooperative members using updated pricing or catalog information until all required information has been received and updated by the Cooperative Administrator. It is the responsibility of Vendor to timely provide all pricing and catalog information in the format required by the Cooperative Administrator and respond to requests for additional information from the Cooperative Administrator to avoid delays in information being updated. As provided in sections E.4 and E.8 of these Terms and Conditions, the Cooperative reserves the right to reject any or all price increases or catalog updates.

Neither the Cooperative nor the Cooperative Administrator shall be liable to any party for information provided by Vendor or for any errors in Vendor information posted to the BuyBoard website or relayed to Cooperative members. Vendor shall be fully responsible and liable to the Cooperative, the Cooperative Administrator, and Cooperative members for all information provided by Vendor related to the Proposal Invitation, Contract and/or for posting on the BuyBoard website including, but not limited to, catalogs and pricelists. Vendor shall not upload, enter, or submit any information that may infringe the intellectual property rights of any third party or that contains software viruses or any other code, files, or programs that may damage or disrupt any software,

hardware, or equipment. To the extent Vendor discovers any error in information on the BuyBoard website, Vendor shall promptly advise the Cooperative Administrator in writing at contractadmin@buyboard.com. Vendor shall also confirm the accuracy of all product and pricing information in Purchase Orders prior to acceptance and promptly notify the Cooperative member and Cooperative of any potential errors.

By submitting a Proposal, Vendor certifies that Vendor has read the BuyBoard Technical Requirements contained in this Proposal Invitation and, if awarded a Contract, will comply with all requirements therein except as specifically indicated by Vendor in the Acknowledgement of BuyBoard Technical Requirements form. To the extent Vendor has acknowledged the ability to comply with the BuyBoard Technical Requirements, Vendor's subsequent failure or refusal to comply shall be deemed an event of default under the Contract. To the extent Vendor is unable to meet the applicable BuyBoard Technical Requirements, Vendor acknowledges that, if awarded a Contract, information available on the BuyBoard for Vendor's awarded products or services may be more limited than other Vendors, 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.

The BuyBoard Technical Requirements may be updated from time to time, and Vendor agrees to use best efforts to comply, if able, with updated requirements.

In using the BuyBoard Website, Vendor agrees to comply with BuyBoard Terms and Conditions of Use and BuyBoard Privacy Policy ("BuyBoard Website Terms") which are available on the website and may be updated from time to time. The BuyBoard Website Terms supplement the Contract. In the event of any conflict between the Contract and the BuyBoard Website Terms, the Contract shall prevail.

(b) Purchase Order Reporting

A Cooperative member may make purchases from Vendor under the Contract by issuing a Purchase Order to procure Awarded Items. **All Purchase Orders generated by or under the Contract must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative Administrator, neither Vendor nor any Vendor Designated Dealer is 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.** To the extent Vendor or Vendor's Designated Dealer receives a Purchase Order directly from a Cooperative member that Vendor has reason to believe has not been received by the Cooperative or processed through the BuyBoard, Vendor shall promptly provide a copy of the Purchase Order to the Cooperative Administrator.

A Vendor may request authorization to self-report Cooperative member purchases by completing the Vendor Request to Self-Report BuyBoard Purchases form included in the Proposal Invitation or such other form as may be required by the Cooperative Administrator. Any request must be submitted in writing and is subject to written approval by the Cooperative Administrator. To the extent that a Vendor is authorized in writing by the Cooperative administrator to self-report Cooperative member purchases under the Contract, Vendor shall be required to comply with all additional terms and conditions imposed by the Cooperative as part of such authorization.

The Cooperative may, from time to time, in its reasonable discretion, provide instructions and modify the procedures for reporting Purchase Orders under the Contract by providing Vendor at least 30 days advance written notice. Vendor acknowledges and agrees that notice provided via electronic mail to the Purchase Order contact designated by Vendor in Vendor's Proposal, or subsequently updated in writing, shall satisfy this requirement. Continued acceptance of Purchase Orders and/or any Contract renewal by Vendor shall constitute acceptance of any modified Purchase Order procedures.

The intent of the Cooperative member to purchase through the Cooperative Contract is paramount. The method or timing of reporting a Purchase Order to the Cooperative shall not alter the nature of the transaction as a BuyBoard purchase or relieve Vendor of the obligation to pay the service fee on such purchase.

Vendor and any Vendor Designated Dealer must maintain the computer and telephone hardware necessary to provide for the electronic receipt of Purchase Orders and pay such costs and fees as may be imposed by a supplier or service provider for the software, equipment and service required to use the BuyBoard.

(c) Vendor Invoices

To further document and report Cooperative member purchases under the Contract, Vendor shall provide the Cooperative with copies of Vendor Invoices for all Cooperative member purchases under the Contract. Vendor shall submit copies or reports of Vendor Invoices to info@buyboard.com promptly upon generation of the invoice. Vendor shall ensure that the Contract number and member Purchase Order number is included with the Vendor Invoice.

In lieu of providing copies of individual Vendor Invoices, Vendor may provide monthly reports of Vendor Invoices to info@buyboard.com no later than the 10th day of the month. The monthly Vendor Invoice reports shall include a list of all invoices billed by Vendor during the preceding month to Cooperative members for purchases under the Contract. Monthly Vendor Invoice reports shall include any and all information reasonably required by and be in such format as may be reasonably required by the Cooperative Administrator. At a minimum, Vendor Invoice reports shall include the Cooperative member name, Purchase Order number, general description of the purchase including Contract number and Contract category under which the purchase was made, and invoice amount.

Vendor agrees to cooperate, and to require any Vendor Designated Dealer(s) to cooperate, with the Cooperative to promptly provide such reasonable information and documentation as the Cooperative Administrator may require regarding Purchase Orders received by Vendor and Vendor Invoices issued by Vendor under the Contract.

12. Service Fee

Vendor must pay the Cooperative the service fee specified in this Proposal Invitation and, unless this Proposal Invitation provides otherwise, the service fee is included in the Awarded Pricing. Except as otherwise provided in this section E.12, Vendor must remit the service fee to the Cooperative in Austin, Texas, within 30 days of the date of each service fee invoice.

Service fees shall be deemed incurred on the date of Vendor's receipt of payment for products or services by the Cooperative member. To the extent that a Vendor disputes any service fee listed in a service fee invoice, including but not limited to assertions that the purchase on which the fee is based has yet to be delivered or paid (e.g. special orders), was canceled by the Cooperative member, or is a duplicate purchase order, the Vendor must notify the Cooperative of the dispute in writing **no later than the 90th day after the original invoice date** ("Dispute Period") by returning a copy of the invoice or statement of outstanding balances to the Cooperative Administrator with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees have been paid by Vendor, any request for a refund must be provided to the Cooperative Administrator in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) or billing agent to cooperate, with the Cooperative Administrator in attempting to reconcile and resolve disputed fees and shall provide such reasonable information and documentation as the Cooperative Administrator may require to review the disputed fees to the satisfaction of the Cooperative Administrator's staff. Any service fees for which the Cooperative Administrator has not received a notice of dispute or request for refund within the Dispute Period as set forth herein shall be deemed conclusively due and owing and no longer subject to dispute or claim for refund.

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board policy on vendor invoicing and collections, which is available from the Cooperative Administrator on request.

A Vendor may designate a billing agent to receive Cooperative service fee invoices on Vendor's behalf. Such designation must be made in writing by an authorized representative of Vendor and properly submitted to the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. However, in so doing, Vendor acknowledges and agrees that such designation shall be for Vendor's convenience only and Vendor

shall remain responsible for all obligations under the Contract, including payment of service fees, and shall remain subject to all remedies for default in payment thereof.

Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated by or under the Contract that are received directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding those Purchase Orders as the Cooperative Administrator may require in its reasonable discretion. Additionally, the Cooperative has the right, upon reasonable written notice, to review Vendor's records pertaining to purchases under the Contract with Cooperative members to verify purchase history and the accuracy of service fees payable from Vendor.

13. Disclaimer of Warranty and Limitation of Liability

THE COOPERATIVE AND TASB (BOTH D/B/A BUYBOARD) DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO THE AVAILABILITY, ACCURACY, CONTENT OR ANY OTHER ASPECT OF ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THE CONTRACT AWARD, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO ANY AND ALL CAUSES OF ACTION ARISING UNDER OR RELATED TO THE CONTRACT, NEITHER THE COOPERATIVE NOR TASB, NOR THEIR RESPECTIVE OFFICERS, BOARD MEMBERS, EMPLOYEES OR AGENTS, IS LIABLE TO VENDOR UNDER ANY CIRCUMSTANCES FOR LOST REVENUE, DATA OR PROFITS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF THE COOPERATIVE AND/OR TASB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY PROVIDED BY LAW, IN NO EVENT WILL THE COOPERATIVE AND/OR TASB'S TOTAL JOINT LIABILIY TO VENDOR EXCEED THE AMOUNT OF THE SERVICE FEE PAID BY VENDOR DURING THE TWELVE MONTHS IMMEDIATELY PRECEEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Neither the Cooperative nor TASB is in any way liable to Vendor for a Cooperative member's performance or nonperformance of the member's obligations under the Contract or Purchase Order.

14. Sales Tax

Cooperative members are governmental entities which are generally exempt by law from the payment of state sales tax and federal excise tax. Vendor may request a Cooperative member to provide a tax exemption certificate, or the member may establish its tax-exempt status by including tax exemption information or tax exemption certificate with the Purchase Order as authorized under law. Vendor is responsible for collecting such taxes, if any, as may be due from a Cooperative member and remitting payment to the appropriate taxing authority.

15. Use of BuyBoard Logo and Trade Name

The BuyBoard trade name and logo are proprietary to TASB and have been specifically licensed by TASB to the Cooperative. Vendor may not use, display, or otherwise distribute the BuyBoard logo or trade name except in strict accordance with the Cooperative's written guidelines posted on the BuyBoard website.

16. Indemnification

Vendor agrees to defend, indemnify, and hold harmless the Cooperative, TASB, and Cooperative members, and their officers, board members, agents and employees, from and against all third-party claims, actions, suits, liability, liens, loss and damage of any character, type, or description, including without limitation all expenses of litigation, court costs and attorney's fees, arising out of or related to (a) injury or death to any person or damage to any property related to the acts of Vendor or its agents, subcontractors, or employees in the execution of or performance under the Contract or a Purchase Order, as applicable; and (b) Vendor's negligence, misconduct, breach of contract or other failure to comply with its obligations in the execution or performance under the Contract or a Purchase Order, as applicable.

17. Intellectual Property Infringement by Vendor

Without limiting the scope of section E.16 (Indemnification) of these Terms and Condition, if any claim is asserted, or action or proceeding brought against the Cooperative, the Cooperative Administrator, or a Cooperative member that alleges that either (1) all or any part of the products or services supplied by Vendor, in the form supplied or modified by Vendor, or its subcontractors pursuant to Vendor's sole directions, or (2) any information provided by Vendor or its designated dealers or agents to a Cooperative member, the Cooperative, or the Cooperative Administrator (including, but not limited to, information submitted by Vendor to the Cooperative or Cooperative Administrator for the BuyBoard website), infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Cooperative, Cooperative Administrator, or Cooperative member upon its awareness, shall give Vendor prompt written notice thereof. Vendor shall defend, and hold the Cooperative, the Cooperative Administrator, and the Cooperative member harmless against any such claim or action and shall indemnify the Cooperative, the Cooperative Administrator, and Cooperative member against any liability, damages and costs resulting from such claim. In addition, if, in any such suit arising from such claim, the continued use of the product for the purpose intended is enjoined by any court of competent jurisdiction, unless otherwise agreed in writing by the Cooperative member, Vendor shall, at its expense and option, either (a) procure for the Cooperative member the right to continue using the product; (b) modify the product so that it becomes non-infringing; (c) replace the product or portions thereof so that it becomes non-infringing; or (d) allow the Cooperative member to return the product or cancel the service and refund the purchase price (less reasonable depreciation for use, if applicable.)

18. Remedies for Default and Termination of Contract

(a) Default and Termination of Cooperative Contract

Except as otherwise provided for in these Terms and Conditions, either party (Cooperative or Vendor) may terminate the Contract in whole or in part in the event of the other party's substantial failure to fulfill its obligations under the Contract through no fault of the terminating party; provided, however, that the defaulting party is given at least 10 business days prior written notice of the default and intent to terminate (delivered by certified mail, return receipt requested, or other method that similarly documents receipt), and, to the extent the default is capable of being cured, a 10 business day opportunity to remedy the default to the satisfaction of the terminating party (or, in the event of default based on Vendor's failure to timely remit the service fee due the Cooperative, such longer cure period as may be established by Cooperative policy.)

At the Cooperative's option and in addition to any other remedies it may have available, the Cooperative may terminate the Contract if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitute grounds for termination:

1) Materially misleading or false statement(s) in Vendor's Proposal;
2) Delivery of product or services that fail to meet the item specifications;
3) Delivery of product or services that are defective or substandard or fail to pass product inspection;
4) Delivery of a product substitution, except as specifically authorized by the Contract;
5) Failure to meet required delivery schedules;
6) Failure to timely supply Awarded Items at the Awarded Pricing;
7) Failure to timely remit any service fee due the Cooperative under the Contract or any other BuyBoard contract with Vendor, its parent company, or affiliates;
8) Failure to provide, within a reasonable time and where required by the Contract, information reasonably requested by the Cooperative or Cooperative Administrator including, but not limited to, information requested under sections E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases) or E.12 (Service Fees) of these Terms and Conditions;
9) Processing a Purchase Order received directly from a Cooperative member, without prior written approval from the Cooperative Administrator;

10) Providing architectural or engineering services under the Contract that must be procured pursuant to the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code);
11) Selling non-awarded products or services under the Contract or any other BuyBoard contract; or
12) Vendor refusal, inability, or loss of ability to offer or provide Awarded Items to Cooperative members in awarded regions or states unless caused by a Force Majeure event pursuant and subject to section E.19 (Force Majeure).

Notwithstanding any other provision of this section E.18, in the event of Vendor's default under or breach of any provision in the Contract, the Cooperative reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Cooperative or necessary or appropriate to protect or provide best value to Cooperative members. Without limiting the scope of the foregoing, the Cooperative, acting by or through the Cooperative Administrator, may temporarily inactivate (suspend) Vendor from the BuyBoard website and as a BuyBoard vendor, suspend or remove any Vendor Designated Dealer, or require removal of an Awarded Item with or without prior notice to Vendor, if the Cooperative or Cooperative Administrator reasonably determines that that there has been a breach under the Contract or any other BuyBoard contract with Vendor, including but not limited to nonpayment of service fees, or that there is a potential policy, public health, or safety issue to warrant such action. The temporary inactivation may remain in effect pending further action or termination of the Contract by the Cooperative. Vendor remains liable for all obligations and responsibilities incurred prior to and during any temporary inactivation and prior to termination, as applicable.

In the event the Cooperative terminates the Contract, in whole or in part, the Cooperative reserves the right to award the terminated Contract, or any portion thereof, to the next Proposer the Cooperative determines to provide best value to Cooperative members. Additionally, the Cooperative may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Vendor shall be liable for any and all damages permitted by law, and any deviation submitted by Vendor in its Proposal seeking to limit Vendor's liability to the Cooperative shall be deemed rejected.

The Cooperative will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

If any delay or failure of performance is caused by a Force Majeure event as described in section E.19 (Force Majeure) of these Terms and Conditions, the Cooperative may, in its sole discretion, terminate the Contract in whole or part, provided such termination complies with the procedures set out above. Any Contract termination resulting from any cause other than a Force Majeure event will be deemed a valid reason for the Cooperative not considering any future proposals from the defaulting Vendor.

In the event a Vendor's Contract is terminated under this section E.18, Vendor shall remain responsible for payment of all service fees to the Cooperative for Awarded Items sold under the Contract to Cooperative members prior to such termination.

(b) Default and Termination of Cooperative Member Purchase

A Cooperative member has no authority to terminate the Contract at the Cooperative level for default. A Cooperative member may terminate a Purchase Order or refuse to accept delivery (1) as provided for in these Terms and Conditions, Cooperative member Purchase Order, or ancillary agreement, or (2) for Vendor's material breach of a term or condition included in the Contract, a Cooperative member Purchase Order, or ancillary agreement. Additionally, to the extent permitted by law, Cooperative members may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Nothing herein shall limit the remedies available to a Cooperative member under applicable law.

A Cooperative member will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

19. Force Majeure

The term Force Majeure includes, but is not limited to, governmental restraints or decrees, provided they affect all companies in Vendor's industry equally and are not actions taken solely against Vendor; acts of God (except natural phenomena, such as rain, wind, or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics or pandemics; riots; war; rebellion; or sabotage.

The Cooperative, Cooperative members, and Vendor are required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred rests on the party seeking relief under this section E.19. The claiming party must promptly notify the other party in writing, citing the details of the Force Majeure event, use due diligence to overcome obstacles to performance created by the Force Majeure event, and resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance of the Contract or a Purchase Order caused solely by a Force Majeure event will be excused for the period of delay caused solely by the Force Majeure event, provided the party claiming the event promptly notifies the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure. The Cooperative will not be responsible for any cost incurred by Vendor because of a Force Majeure event. A Cooperative member will not be responsible for any cost incurred by Vendor because of the Force Majeure event unless an authorized representative of the Cooperative member has requested, in writing, that Vendor incur such cost in connection with any delay or work stoppage caused by the Force Majeure event.

Notwithstanding any other provision of this section E.19, in the event Vendor's performance of its obligations under the Contract is delayed or stopped by a Force Majeure event, the Cooperative may, at its sole option, terminate the Contract in accordance with section E.18 (Remedies for Default and Termination of Contract) of these Terms and Conditions. This section E.19 does not limit or otherwise modify any of the Cooperative's rights as provided elsewhere in the Contract.

F. Miscellaneous

1. Assignment

Vendor may not sell, assign, transfer, convey or subcontract any responsibility or obligation created by the Contract in regard to the Cooperative without the Cooperative's prior written consent. A Vendor wishing to assign, transfer, or convey all or any portion of an awarded Contract shall submit a written request to the Cooperative, preferably at least 60 days before the projected effective date of the assignment and promptly provide such information as the Cooperative may require to process and consider the request.

Approval or denial of an assignment request shall be within the sole discretion of the Cooperative, and a vendor not awarded a Contract through the Proposal Invitation process has no right or vested interest to assignment of an awarded Contract. In determining whether to consent, the Cooperative may consider any relevant factors, including whether the party to which the sale, assignment, transfer, conveyance or subcontract is proposed is bound to and will honor all obligations and responsibilities imposed on Vendor under the Contract, including Awarded Pricing, and the best interest of and value to Cooperative members. Vendor's attempted sale, assignment, transfer, conveyance or subcontracting of any part of the Contract except in compliance with this section F.1 is void and ineffective.

If Vendor ceases distribution of an Awarded Item for any reason during the Contract term, including ceasing distribution in one or more regions or states designated by Vendor in its Texas Regional Service Designation or State Service Designation forms, and the Cooperative determines that continued availability of the product provides best value to Cooperative members, the Cooperative reserves the right to place the manufacturer of such product on the BuyBoard for the remainder of the Contract term for any or all regions or states in which Vendor has ceased distribution, in which event Vendor's Contract for such product will be deemed assigned to the product manufacturer.

2. Notices

Unless otherwise provided for in this Proposal Invitation, any written notice or other communication required by the Contract or by law will be conclusively deemed to have been given and received on the third business day after such written notice has been deposited in the U. S. Mail, properly addressed, and with sufficient postage affixed thereto, provided that actual notice may also be given via electronic mail or in any other manner used in commerce.

If the conclusion of any time period provided for in these Terms and Conditions falls on a weekend or a federal holiday, the conclusion of such time period shall be deemed to be extended until the next business day. Otherwise, references to time periods measured by days shall mean calendar days unless business days are specifically designated.

3. Equal Employment Opportunity (EEO) Disclosures

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which Vendor's primary place of business is located. In accordance with such laws, regulations and executive orders, Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status, disability or genetic information, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies.

4. Applicable Law, Venue and Dispute Resolution

The Contract is governed by and will be construed according to the laws of the State of Texas, including the Uniform Commercial Code (UCC) as adopted in the State of Texas as effective and in force on the date of the Contract. Venue for any litigation concerning the Cooperative or TASB lies in Austin, Travis County, Texas, and venue for any litigation between a Cooperative member and Vendor arising under the Contract lies in the home county of the member. The parties have the mutual affirmative duty to attempt to resolve any disputes that arise under the Contract in good faith at the least possible expense prior to the initiation of any type of judicial or administrative proceeding.

5. Waiver

No claim or right arising out of a breach of the Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. A party's failure to require strict performance of any provision of the Contract does not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision.

6. Interpretation – Parol Evidence

This writing is intended by the parties as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade is relevant to supplement or explain any terms used in the Contract. Acceptance or acquiescence in a course of performance rendered under the Contract is not relevant to and does not determine the meaning of the Contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

7. Right to Assurance
Whenever the Cooperative in good faith has reason to question Vendor's intent to perform, the Cooperative may demand that Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the Cooperative may treat the failure as an anticipatory repudiation of the Contract.

8. Non-Appropriations Clause
Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. A Cooperative member that is a governmental entity (a) reserves the right to rescind a multi-year purchase order or other agreement to purchase products or services under the Contract at the end of the member's fiscal year if it is determined that funding is not available to extend the agreement; and (b) will use its best efforts to attempt to obtain and appropriate funds for payment.

9. Invalid Term or Condition
If any term or condition of the Contract is held invalid or unenforceable, the remainder of the Contract will not be affected and will be valid and enforceable.

10. Remedies Cumulative
The remedies available to the Cooperative, a Cooperative member, or Vendor under this Contract are in addition to any other remedies that may be available under law or in equity.

11. Signatures
Except as otherwise specifically required in these Terms and Conditions, all notices, requests, amendments and other written documentation required or authorized under the Contract may be provided electronically or as an imaged document, and an electronic or facsimile signature shall be deemed an original.

12. Right of Setoff
Any indebtedness or obligation owed by Vendor or Vendor's affiliates to the Cooperative may be appropriated and applied by the Cooperative at any time, and from time to time, on any indebtedness or other obligation owed by the Cooperative to Vendor or Vendor's affiliates, whether such indebtedness or other obligations are now existing or hereafter arise, and whether under the Contract or otherwise. It is further understood and agreed that this right of setoff is in addition to, and not in lieu of, any other right, remedy or recourse which is available to the Cooperative either at law or equity, and that failure to exercise such right of setoff in any instance shall not constitute a waiver of such right.

APPENDIX I
BUYBOARD TECHNICAL REQUIREMENTS

The following are the BuyBoard Technical Requirements, current as of the date indicated at the bottom of this document.

Technical Requirements and Instructions for Vendor Logo Files

Vendor logo files submitted for inclusion on the BuyBoard website must be provided in one of the following formats:

Preferred:
- Minimum longest dimension (width or height): 384 pixels
- Image type: PNG

Other acceptable formats:
- Minimum longest dimension (width or height): 192 pixels
- Image type: JPG, JPEG, WebP

Technical Requirements and Instructions for Vendor Product Details

Following Contract award, Awarded Vendors for commodity items will be expected to promptly provide product details for awarded products in an electronic Excel spreadsheet in the format listed below. (A spreadsheet template will be provided to Vendors after Contract award.)

File Name Format: <VendorName>_<ContractNumber>_<YYYYMMDD>.xlsm (eg. TASB_123-45_20200720.xlsm)

Field Name	Required?	Description	Type	Character Limit
Product Name	Required	The product name. Should be unique to each product. Do not list a product category.	Text	255
Product Description	Required	Product description as might appear in a catalog. Can include specifications, annotations, etc. **Do not include:** -Bullet points -HTML	Text	No limit
Manufacturer Name	Strongly recommended	Name of product manufacturer (or "brand"). If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	125

Manufacturer Product Number	Strongly recommended	Manufacturers product or part number. If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	50
Vendor Product Number	Required	Your product number or SKU. Can be the same as ManufacturerProductNumber if you do not use a separate number or SKU (if you are the manufacturer, or use the same number as the manufacturer).	Text	50
UOM	Required	Measurement that represents a single unit of this product relative to price (eg. EA "each", PK "pack", CS "case", etc). Can be in abbreviated format (ex. EA) or full word format (ex. Each). **This should <u>not</u> be a numeric value.**	Text	10
Vendor Image Url	Strongly recommended	A link to an individual product image. If none exists, leave blank. Link should begin with https://. **Do not provide:** -A link to the home page of your website -A link to a product page or another section of your website If none available, blanks are ok, but strongly recommended to have this information. Product images help sell your product!	Text	1000
List Price	Required	Price per unit of product without BuyBoard discount.Cannot be left blank. **DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.**	Numeric (no currency symbols or formatting, **should be rounded to 2 decimal places**)	N/A
Discount Percent **OR**	One or the other required*	The percentage discount off of List Price, per the Contract.	Percentage-one decimal place max	N/A

Discount Price *You are only required to provide either Discount Percent OR Discount Price. You may provide both if you wish, but at least one must be provided.		Price per unit of product with BuyBoard discount applied. **DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.**	Numeric (no currency symbols or formatting, **should be rounded to 2 decimal places**)	N/A
Vendor Page Url	Optional	A link to an online catalog listing for this product (if available). This is for future use. **Do not provide:** -A link to the home page of your website	Text	1000
Vendor Thumnail Image Url	Optional	A link to a catalog product **thumbnail** image (if available).	Text	1000
Vendor Category	Optional	Your categorization for this product. If this product is nested within categories, please delimit between categories. This information is for future use.	Text	1000
UNSPSC Code	Optional	(https://www.unspsc.org/) if available.	Numeric	N/A
Extended Attributes	Optional	This field is reserved for any additional information which should be used for search indexing for this line item. It could include information on options, colors, sizes, informative notifications, etc.	Text	No limit

***Products must be unique. Duplicate products will not be accepted.** To make a product unique, it must have one of the following:*
1- A unique Vendor Product Number
2- A unique Vendor Product Number + UOM combination
DESIRED RESULT:
Product A - 1234567 - EA (different vendor product numbers)
Product B - 1234568 - EA
-OR-
Product A - 1234567 - EA (same vendor product number, different UOM)
Product B - 1234567 - PK

WRONG:
Product A - 1234567 - EA
Product B - 1234567 - EA

APPENDIX II
ADDITIONAL TERMS AND CONDITIONS FOR BUYBOARD SELF-REPORTING

The following additional terms and conditions shall apply to any approved Vendor Request to Self-Report BuyBoard Purchases:

1. **BuyBoard Contracts Subject to Self-Reporting.** Authorization to self-report shall apply only to a Contract awarded under this Proposal Invitation. To the extent Vendor is awarded on another BuyBoard contract or contracts, separate authorization to self-report for such other contract(s) is required.

2. **Monthly Vendor Reports.** Vendor shall submit reports of Cooperative member purchases monthly to the Cooperative Administrator ("Monthly Vendor Reports"). All Monthly Vendor Reports shall be provided to BuyBoard at contractadmin@buyboard.com no later than the 10th day of the month. The Monthly Vendor Reports shall include a list of all purchase orders completed and invoiced by Vendor during the preceding month for BuyBoard members. Monthly Vendor Reports shall include any and all information reasonably required by, and in such format as may be reasonably required by, the BuyBoard Administrator from time to time. At a minimum, Monthly Vendor Reports shall include:

    i. BuyBoard member name;
    ii. Purchase Order amount;
    iii. Purchase Order number;
    iv. Date Purchase Order submitted to vendor;
    v. Date purchase executed / completed / delivered;
    vi. List of any Purchase Orders on prior Monthly Vendor Report(s) subsequently canceled;
    vii. General description of purchase, including Vendor's awarded BuyBoard contract number and category or categories under which the purchase was made; and
    viii. Final purchase amount total (as invoiced to BuyBoard member);
    ix. Invoice Date.

3. **Reconciling Self-Reported Information and Discrepancies.** BuyBoard may, in its sole discretion, periodically send information to Cooperative members listing all purchases self-reported by Vendor for the Cooperative member and/or request reports from Cooperative members containing purchase order data. If discrepancies are noted or reported by the Cooperative member as a result of such report or otherwise, Vendor agrees to promptly respond and cooperate with the Cooperative and/or Cooperative members to reconcile and correct any discrepancies. Vendor further agrees to promptly respond to requests and comply with any reasonable request for information and documentation by the Cooperative or a Cooperative member to assist in such reconciliation.

4. **Vendor Accounts.** Recognizing that Cooperative members seeking best value may wish to compare pricing from multiple cooperatives when considering individual purchases, the Cooperative expects Vendor to honor any request by a Cooperative member to make a purchase through the Contract and expects that Vendor will not seek to limit or inhibit a Cooperative member from making individual purchases through the purchasing cooperative of its choice, regardless of the Cooperative member establishing an account with Vendor designating BuyBoard as its cooperative.

5. **Vendor Obligation Comply with BuyBoard Contract.** Nothing in an authorization to self-report shall be deemed to waive any of Vendor's obligations under the General Terms and Conditions of the Contract, including but not limited to Vendor's obligations to honor Cooperative member Purchase Orders and pay all service fees on such Purchase Orders. Nothing shall require Cooperative members to utilize Vendor's self-reporting option to make purchases under the Contract. Vendor shall process all Purchase Orders, including any Purchase Orders received directly through the BuyBoard.

6. **Amendment.** These Additional Terms and Conditions for BuyBoard Self-Reporting are subject to amendment by the Cooperative at any time in its sole discretion. BuyBoard shall provide written notice to Vendor of any amendment, and the amendment shall be effective thirty (30) days after the date of the written notice.

7. **Termination of Self-Report Authorization.** The Cooperative may terminate any authorization for Vendor to self-report at any time for any reason, in its sole discretion. Notice of termination, including the effective date of the termination, shall be provided to Vendor in writing. If Vendor at any time wishes to cease self-reporting BuyBoard member purchases, including after receipt of amended self-reporting terms or conditions as provided herein, Vendor shall provide the Cooperative with at least thirty (30) days prior written notice of its request to revoke, listing the effective date of such revocation in the notice. Any termination or revocation of an authorization to self-report shall pertain to Vendor self-reporting only and shall not affect an awarded Vendor's underlying BuyBoard contract.

8. **BuyBoard Contract Terms and Conditions.** Self-reporting is subject to the General Terms and Conditions of the Contract. Unless otherwise indicated, all capitalized terms used herein shall have the same meaning as set forth in the General Terms and Conditions of the Contract.

9. **Assignment.** An authorization to self-report is specific to Vendor and not subject to assignment. In the event a Vendor's awarded Contract is subsequently assigned to another vendor where permitted by the Contract, the Contract assignee must submit its own Vendor Request to Self-Report BuyBoard Purchases and receive approval of such request by the BuyBoard Administrator.

AFFP
Proposal Number Proposal Name

Affidavit of Publication

STATE OF TEXAS }
COUNTY OF POTTER } SS

Heather Contreras, being duly sworn, says:

That she is Legal Clerk of the Amarillo Globe-News, a daily newspaper of general circulation, printed and published in Amarillo, Potter County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

July 22, 2021, July 29, 2021

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Heather Contreras

Legal Clerk

Subscribed to and sworn to me this 29th day of July 2021.

Kimberly Dawn Megrew

Kimberly Dawn Megrew, Notary Public, Potter County, Texas

My commission expires: January 09, 2023

NOTARY PUBLIC STATE OF TEXAS
Kimberly Dawn Megrew
My Commission Expires
01/09/2023
ID No. 131847518

00008868 16103166

Texas Association of School Boards/AMA
12007 Research Blvd.
AUSTIN, TX 78759

Proposal Number Proposal Name Proposal Deadline Quarterly Board Meeting Contract Effective Date Contract Expiration Date

662-22 Water Storage Tank Maintenance and Rehabilitation and Trenchless Pipe Repair Systems 9/16/2021 4:00 PM 4/1/2022 3/31/2025
663-22 Assistive Technology Products and Related Services 9/30/2021 4:00 PM 4/1/2022 3/31/2025
664-22 Graduation Products, Photography Services, and Award Jackets* 10/14/2021 4:00 PM 4/1/2022 3/31/2025
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667-22 Furniture for School, Office, Science, Library and Dormitory 10/28/2021 4:00 PM 4/1/2022 3/31/2025
668-22 Security Officer (Contracted) Services and Solutions 11/4/2021 4:00 PM 4/1/2022 3/31/2025
669-22 Correctional and Detention Facility Equipment and Supplies 12/9/2021 4:00PM 6/1/2022 5/31/2025
670-22 Uniforms and Accessories 12/16/2021 4:00 PM 6/1/2022 5/31/2025
671-22 Awards, Trophies and Personal Recognition Products 1/13/2022 4:00 PM 7/1/2022 6/30/2025
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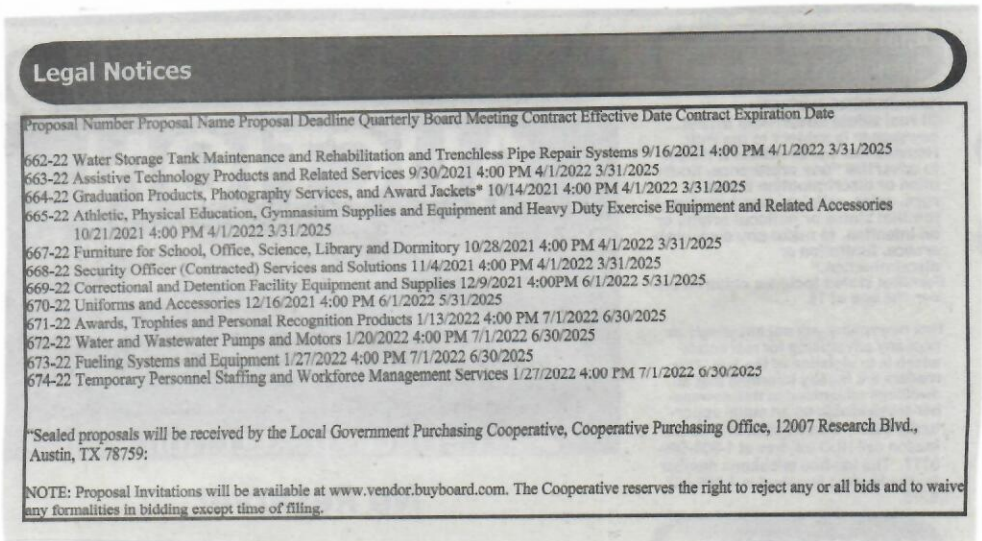
674-22 Temporary Personnel Staffing and Workforce Management Services 1/27/2022 4:00 PM 7/1/2022 6/30/2025

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759:

NOTE: Proposal Invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.


Legal Notices

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Austin American-Statesman
statesman.com

PROOF OF PUBLICATION
STATE OF TEXAS

PUBLIC NOTICE

Before the undersigned authority personally appeared James Mickler, who on oath says that he/she is a Legal Advertising Agent of the Austin American-Statesman, a daily published newspaper that is generally circulated in Bastrop, Bell, Blanco, Burnet, Caldwell, Comal, Coryell, Fayette, Gillespie, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Travis, and Williamson Counties, and State of Texas, and that the attached advertisement was published in said newspaper, to wit: TX ASSOC OF SCHOOL BOARDS, first date of publication 07/21/2021, last date of publication 07/28/2021, published 2 time(s), and that the attached is a true copy of said advertisement.

TX ASSOC OF SCHOOL BOARDS
12007 RESEARCH BLVD
AUSTIN, TX 78759-2429

Invoice/Order Number:	0000650965
Ad Cost:	$1,109.92
Paid:	$0.00
Balance Due:	$1,109.92

Signed James Mickler
(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 29th day of July, 2021 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed
(Notary)

Please see Ad on following page(s).

JALEN CAIN ROCHA
Notary ID #132971284
My Commission Expires
March 12, 2025

Austin American Statesman

TX ASSOC OF SCHOOL BOARDS
12007 RESEARCH BLVD
AUSTIN, TX 78759-2429

Invoice/Order Number:	0000650965
Ad Cost:	$1,109.92
Paid:	$0.00
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NOTE: Proposal Invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

7/21, 7/28/21
0000650965-01

Standard-Times
PART OF THE USA TODAY NETWORK

PROOF OF PUBLICATION

TEXAS ASSOCIATION OF SCHOOL BOARDS
P O BOX 400

AUSTIN, TX 78767

State of Wisconsin, County of Brown

On **July 28, 2021**, personally appeared before me the undersigned, a Notary Public in and for said county and state, legal clerk of the **SAN ANGELO STANDARD-TIMES**, a daily newspaper published in San Angelo, County of TOM GREEN, State of Texas and of general circulation in the following counties: **Tom Green, Coke, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Reagan, Runnels, Schleicher, Sterling, Sutton**. The attached advertisement, a true copy of which is hereto annexed, was published in said newspaper in its issues thereof the following dates:

07/21/2021, 07/28/2021

Subscribed and sworn to before me on July 28, 2021

Legal Clerk

Notary Public, State of WI, County of Brown

8-25-23
My commission expires

SHELLY HORA
Notary Public
State of Wisconsin

Publication Cost: $836.48
Ad No: 0004828213
Customer No: 1244504
PO #:
# of Affidavits 1

This is not an invoice

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NOTE: Proposal Invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

HEARST

MEDIA SOLUTIONS

San Antonio Express News | ExpressNews.com | mySA.com

SAN ANTONIO EXPRESS - NEWS
AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:
COUNTY OF BEXAR

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared: Geena Garza, who after being duly sworn, says that she is the Bookkeeper of HEARST NEWSPAPERS, LLC - dba: SAN ANTONIO EXPRESS - NEWS, a newspaper published in Bexar County, Texas and that the publication, of which the annexed is a true copy, was published to wit:

Customer ID	Customer	Order ID	Publication	Pub Date
20000624	TEXAS ASSN OF SCHOOL BOARDS	34134729	SAE Express-News	07/21/21
			SAE Express-News	07/28/21

REQUEST FOR BIDS

Proposal Number Proposal Name Proposal Deadline Quarterly Board Meeting Contract Effective Date Contract Expiration Date

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NOTE: Proposal invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

geena garza

Geena Garza
Bookkeeper

Sworn and subscribed to before me, this 28th **day of** July **A.D.** 2021

Notary public in and for the State of Texas

Monique Egan

MONIQUE EGAN
My Notary ID # 3183735
Expires June 3, 2024

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

4/28/2022

Sent Via Email: smeltzer-amelia@galls.com

Amelia Smeltzer
Galls, LLC
1340 Russell Cave Rd.
Lexington, KY 40505

Welcome to BuyBoard!

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

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

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

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

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

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

Sincerely,

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

4/29/2022

Sent Via Email: smeltzer-amelia@galls.com

Amelia Smeltzer
Galls, LLC
1340 Russell Cave Rd.
Lexington, KY 40505

Welcome to BuyBoard!

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

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

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

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

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

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

Sincerely,

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

v.02.01.2021

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Uniforms and Accessories

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

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

Proposal Invitation Number: 670-22

Anticipated Cooperative Board Meeting Date: April 2022

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

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

Galls, LLC	12/15/2021
Name of Proposing Company	Date
1340 Russell Cave Rd.	
Street Address	Signature of Authorized Company Official
Lexington, KY 40505	David Scheve
City, State, Zip	Printed Name of Authorized Company Official
859-800-1400	Chief Financial Officer
Telephone Number of Authorized Company Official	Position or Title of Authorized Company Official
859-268-5971	20-3545989
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: DS

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

April 21, 2023

Sent via email to: hudson-kenneth@galls.com

Kenneth Hudson
Galls, LLC
1340 Russell Cave Rd.
Lexington KY 40505

Re: Uniforms and Accessories
BuyBoard Contract 670-22

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Uniforms and Accessories, Contract 670-22 effective 6/1/2022 through May 31, 2023, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through May 31, 2024.

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

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal.

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

Sincerely,

Jim Tulberg

Jim Tulberg
Vendor Contract Administrator

1st renewal v.02.13.2020

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): N/A

Details of Conviction(s): N/A

Initial: DS

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		
Galls, LLC	1340 Russell Cave Rd		
City	**State**	**Zip Code**	
Lexington	KY	40505	

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

B. What is the prescribed amount or percentage? $ N/A or N/A %

DEBARMENT CERTIFICATION

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

VENDOR EMPLOYMENT CERTIFICATION

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

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

Please check (√) one of the following:

☐ Yes ☒ No **Initial:** DS

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: DS

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.]*

N/A

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

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

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

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

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

Initial: DS

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: DS

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: DS

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:

[X] **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:

N/A

(Attach additional sheets if needed.)

Initial: DS

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: N/A

(Attach additional sheets if needed.)

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

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

D. Consent to Release Proposal Tabulation

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

Initial: DS

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

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

1. Vendor Violation or Breach of Contract Terms:

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

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

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

2. Termination for Cause or Convenience:

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

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

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

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

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: DS

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: DS

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: DS

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

Galls, LLC

Company Name

Signature of Authorized Company Official

David Scheve, Chief Financial Officer

Printed Name and Title

12/15/2021

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: Galls, LLC

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

Please check (√) one of the following:

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

State of Incorporation (if applicable): Delaware

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.)*

_____

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

2 Business name/disregarded entity name, if different from above
GALLS, LLC (FEIN: 20-3545989)

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
PO BOX 71628

Requester's name and address (optional)

6 City, state, and ZIP code
CHICAGO, IL 60694-1628

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
8 2 - 4 0 9 9 4 6 9

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 ▶ [signature] Date ▶ 2/25/2021

General Instructions

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

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

Purpose of Form

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

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

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

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

1340 Russell Cave Road
Lexington, KY 40505

To Whom It May Concern,

Our W-9 is filled out properly for a Single Member LLC that files its Federal Income Tax return under its Parent Company.

Galls LLC is a valid legal entity with FEIN # 20-3545989. For Federal Income Tax purposes only, Galls LLC files as a division of its Parent Company, Galls Parent Holdings LLC and pays Federal Income Tax under FEIN # 82-4099469.

Galls' legal staff together with our Parent Company have issued this W-9 in accordance with Federal law and the use of this form.

David Scheve
CFO

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: $ 3M . (The period of the 12-month period is 12/16/2020 / 12/16/2021). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

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

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

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	Y	N/A	Law Enforcement Supplies
2. T-PASS (State of Texas)	N	N/A	N/A
3. OMNIA Partners	Y	N/A	Apparel, Uniforms & Accessories
4. Sourcewell (NJPA)	Y	N/A	Body Armor
5. E&I Cooperative	N	N/A	N/A
6. Houston-Galveston Area Council (HGAC)	N	N/A	N/A
7. Choice Partners	N	N/A	N/A
8. The Interlocal Purchasing System (TIPS)	N	N/A	N/A
9. Other	N	N/A	N/A

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

CURRENT BUYBOARD VENDORS

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

Current Discount (%): 15% **Proposed Discount (%):** 15%

Explanation: N/A

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.)

GALLS EXPERIENCE AND QUALIFICATIONS

Galls, LLC (“Galls”) has been in business for more than 54 years servicing the public safety market; specializing in law, fire, security, corrections, emergency medical services, federal government, military, postal, and transit uniforms and equipment. Galls employs more than 1,200 employees. Galls generates around $535 million in annual sales by servicing over one million individuals and 68% of all public safety agencies annually.

Galls has many long-standing contracts across the United States with agencies of all sizes. We have approximately 750 formal contracts that we service daily from one or more of our 60+ locations.

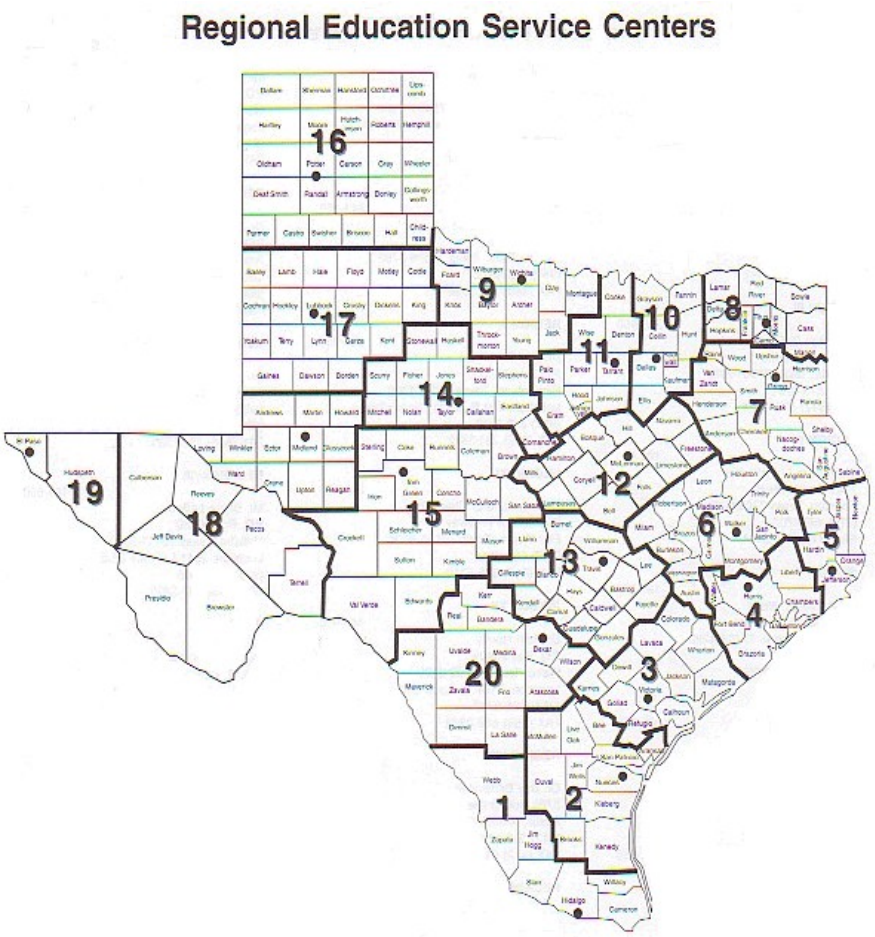
Galls has three dedicated distribution centers and over 60 branch operations, consisting of contract service centers and retail storefronts. Galls footprint spans the continental United States, and can leverage this unrivaled network to keep your agency supplied with the quickest turnaround times possible.

Galls is the leading distributer of products from over 1600 suppliers. As the public safety Industry leader, we pride ourselves on having the largest inventory in the industry. This means fewer backorders, faster service, and faster delivery.

TEXAS REGIONAL SERVICE DESIGNATION

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

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



Region and Headquarters

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

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

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.

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.

Galls, LLC	670-22
Name of Vendor	Proposal Invitation Number
	David Scheve
Signature of Authorized Company Official	Printed Name of Authorized Company Official

12/16/2021

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)
See Attached		

GALLS, LLC - RETAIL & SERVICE CENTER LISTING

Location Type	Manager	Phone	Email	Address	City	State	Zip	Store Hours
Retail Branch	Allison McClellan	205.533.8729	mcclellan-allison@galls.com	320 Beacon Parkway West	Birmingham	AL	35209	M-F: 9:00am - 5:00pm
Retail Branch	Crystal Arnold	334.649.3028	arnold-crystal@galls.com	3119-4 Ross Clark Circle	Dothan	AL	36303	M-F: 8:00am - 5:00pm
Retail Branch	Allison McClellan	205.533.8729	mcclellan-allison@galls.com	5767 Carmichael Rd	Montgomery	AL	36117	M-F: 9:00am - 5:00pm
Retail Branch	Robin Bregy	870.819.3391	bregy-robin@galls.com	1809 E Parker Rd, Suite D	Jonesboro	AR	72404	M-F: 8:30am - 4:30pm
Retail Branch	Cassandra Brandon	501.708.2059	brandon-cassandra@galls.com	1201 John Barrow Road	Little Rock	AR	72205	M-F: 8:30am - 4:30pm
Retail Branch	Stephanie Niccum	479.231.1710	niccum-stephanie@galls.com	1048 S 48th St Suite C	Springdale	AR	72764	M-F: 8:30am - 4:30pm
Retail Branch	Jeff Contreras	213.261.7636	contreras-jeff@galls.com	6365 S. Arizona Cir	Los Angeles	CA	90045	M-SAT: 9:00am - 7:00pm SUN: 10:00am - 6:00pm
Retail Branch	Nancy Leonardo	562.285.6638	leonardo-nancy@galls.com	2550 Long Beach Blvd	Long Beach	CA	90806	M-SAT: 9:00am - 7:00pm SUN: 11:00am - 4:00pm
Retail Branch	Greg Rapp	510.900.3490	Rapp-Greg@galls.com	557 5th St	Oakland	CA	94607	M-F: 9:00am - 5:00pm
Retail Branch	Susana Llamas	714.633.3880		1249 W. Katella Ave	Orange	CA	92867	M-SAT: 9:00am - 7:00pm SUN: 10:00am - 6:00pm
Retail Branch	Randall Ideishi	951.329.9012	ideishi-randall@galls.com	1865 Iowa Ave. Ste. 110	Riverside	CA	92507	M-SAT: 9:00am - 5:00pm
Retail Branch	Theresa Leininger	916.273.3023	leininger-theresa@galls.com	2333 Arden Way, Ste C	Sacramento	CA	95825	M-F: 9:00am - 5:00pm
Retail Branch	Karen Godoy	213.462.1798	Godoy-Karen@galls.com	2543 West Sixth St	Los Angeles	CA	90057	M-F: 9:00am - 5:00pm
Retail Branch	Dennis Castro	628.629.6950	castro-dennis@galls.com	2200 Jerrold Unit J	San Francisco	CA	94124	M-F: 8:30 am – 5:00 pm SAT: 9:00-2:00pm
Retail Branch	Shana Gearhart	719.722.3045	gearhart-shana@galls.com	525 E. Fountain Blvd. #130	Colorado Springs	CO	80903	M-SAT: 10:00am - 5:00pm SUN: 11:00am - 5:00pm
Retail Branch	Craig Spacht	720.259.2145	spacht-craig@galls.com	5120 Osage St. #200	Denver	CO	80221	M-F: 9:00am - 5:00pm
Retail Branch	Quenten Raines	202.908.4600	raines-quenten@muscatellos.com	2820 Bladensburg Rd NE	Washington	DC	20018	M-F: 9:00am - 5:00pm
Retail Branch	Allen Kimmel	407.232.8071	kimmel-allen@galls.com	11602 LAKE UNDERHILL ROAD, SUITE 121	Orlando	FL	32825	M-F: 9:00am - 5:00pm
Retail Branch	Misty Clark	850.402.1133		3710 Northwest Passage	Tallahassee	FL	32303	M-F: 9:00am - 5:00pm
Retail Branch	Yolanda Arnold	470.867.3024	Arnold-Yolanda@galls.com	1660 Chattahoochee Ave NW, Ste E	Atlanta	GA	30318	M-F: 9:00am - 5:00pm
Retail Branch	Kimberly Sterling	678.809.7141	Sterling-Kimberly@galls.com	1025 Riverside Dr	Macon	GA	31201	M-F: 9:00am - 5:00pm
Retail Branch	Kimberly Sterling	678.809.7141	Sterling-Kimberly@galls.com	1395 S MARIETTA PKWY; BLDG 200; STE 220	Marietta	GA	30067	M/W/Th/F/Sat: 10:00am - 7:00pm Sun: 11:00am - 4:00pm (Closed TUES)
Retail Branch	Mary Kriley	515-283-1985	Kriley-Mary@galls.com	5801 Thornton Ave	Des Moines	IA	50321	M-F: 9:00am - 5:00pm
Retail Branch	John Taylor	913.871.5636		9200 Marshall Dr	Lenexa	KS	66215	M-F: 9:00am - 5:00pm
Retail Branch	Lynn Manley	859.787.0410	manley-lynn@galls.com	1300 Russell Cave Rd	Lexington	KY	40505	M-F: 7:00am - 3:00pm
Retail Branch	J'Nay Byers	612-377-0011	Byers-J'Nay@galls.com	2220 Lyndale Avenue South	Minneapolis	MN	55405	M-F: 9:00am - 5:00pm
Retail Branch	Josh Hebzynski	763.515.8952	hebzynki-josh@galls.com	2806 FAIRVIEW AVE N	Roseville	MN	55113	M-F: 9:00am - 5:00pm
Retail Branch	Joelle Karpen	320.227.4279	karpen-joelle@galls.com	3535 WEST DIVISION STREET	St Cloud	MN	56301	M-F: 9:00am - 5:00pm
Retail Branch	Brenda Kennett	816.912.3196	kennett-brenda@galls.com	2720 Burlington Street	North Kansas City	MO	64116	M-F: 9:00am - 5:00pm
Retail Branch	Gina Jimenez	402.983.9825	jimenez-gina@galls.com	3105 Leavenworth St	Omaha	NE	68105	M-F: 9:00am - 5:00pm
Retail Branch	Jennifer Whitlock	609.643.5869	whitlock-jennifer@galls.com	28 Scotch Road	Ewing Township	NJ	8628	M-F: 9:00am - 5:00pm
Retail Branch	John Rudinski	862.279.6954	rudinski-john@galls.com	1015 Broad Street	Newark	NJ	7102	M-F: 9:00am - 5:00pm
Retail Branch	Irma Perez	505.933.6095	perez-irma@galls.com	2520 San Mateo Blvd. NE	Albuquerque	NM	87110	M-SAT: 10:00am - 6:00pm SUN: 10:00am - 5:00pm
Retail Branch	Dave Shoemaker	518.621.0760	shoemaker-david@galls.com	230 Central Ave.	Albany	NY	12206	M-F: 9:00am - 5:00pm
Retail Branch	Angela Johansson	631.446.3454	johansson-angela@galls.com	6098 Jericho Tpke	Commack	NY	11725	M-F: 9:00am - 5:00pm
Retail Branch	Brian Chenault	704.631.9698	chenault-brian@galls.com	1424 Center Park Dr.	Charlotte	NC	28217	M-F: 9:00am - 5:00pm
Retail Branch	Peggy Lee	919.746.8502	Lee-Peggy@galls.com	4720 Trademark Dr	Raleigh	NC	27610	M-F: 9:00am - 5:00pm
Retail Branch	Robin Thompson	910.338.1077	thompson-robin@galls.com	2716 Exchange Dr	Wilmington	NC	28405	M-F: 9:00am - 5:00pm
Retail Branch	Richard Morgan	513.370.2348	morgan-richard@galls.com	1905 Dalton Ave	Cincinnati	OH	45214	M-F: 8:30am - 4:30pm

GALLS, LLC - RETAIL & SERVICE CENTER LISTING cont…

Location Type	Manager	Phone	Email	Address	City	State	Zip	Store Hours
Retail Branch	Joe Gallo	614.816.2501	gallo-joe@galls.com	3889 Business Park Dr	Columbus	OH	43204	M-F: 9:00am - 5:00pm
Retail Branch	Steven Matthews	859.787.0430	Matthews-Steven@galls.com	9047 SW Barbur Blvd	Portland	OR	97219	M-F: 9:00am - 5:00pm
Retail Branch	Cassandra Alvarez	512.351.4297	alvarez-cassandra@galls.com	826 RUTLAND DR	Austin	TX	78758	M-F: 8:00am - 7:00pm SAT: 9:00am - 6:00pm SUN: 11:00am - 5:00pm
Retail Branch	Lynn Torres	469.208.7087	torres-lynn@galls.com	3200 COMMANDER DRIVE; SUITE 114	Carrolton	TX	75006	M-F: 9:00am - 5:00pm
Retail Branch	Gwyn Klein	214.960.5127	Klein-Gwyn@galls.com	1630 111ST STREET	Grand Prairie	TX	75050	M-F: 8:30am - 5:00pm
Retail Branch	Courtnee Toliver	281.661.8951	toliver-courtnee@galls.com	1314 Houston Ave	Houston	TX	77007	M-F: 7:00am - 4:00pm
Retail Branch	Chelsea Engel	713.454.7466	engel-chelsea@galls.com	71 ESPLANADE BLVD; SUITE 200	Houston	TX	77060	M-F: 9:00am - 5:00pm
Retail Branch	Marcus Buie	832.397.6245	buie-marcus@galls.com	11707 S SAM HOUSTON PKWY W SUITE R	Houston	TX	77031	M-SAT: 10:00am - 6:00pm
Retail Branch	Veronica Washington	210.523.0976		2111 West Ave	San Antonio	TX	78201	M-F: 9:00am - 5:00pm
Retail Branch	Catherine Combs	757.793.2447	combs-catherine@galls.com	5957 East Virginia Beach Blvd.	Norfolk	VA	23502	M-F: 9:00am - 5:00pm
Retail Branch	Richard Maxwell	804.298.2813	maxwell-richard@galls.com	2124 Tomlynn St	Richmond	VA	23230	M-F: 9:00am - 5:00pm
Retail Branch	Robert (Bert) Smith	206.527.5277		8610 Aurora Ave N	Seattle	WA	98103	M-F: 9:00am - 5:00pm
Retail Branch	Marie Downey-Perkins	253.237.1630	downey-marie@galls.com	21621 Pacific Highway South	Des Moines	WA	98198	M-F: 9:00am - 5:00pm
Retail Branch	Samantha Ferguson	509.703.4587	ferguson-samantha@galls.com	1306 N. Howard	Spokane	WA	99201	M-F: 9:00am - 5:00pm
Retail Branch	Tom Pritzlaff	262-717-5011	Pritzlaff-thomas@galls.com	500 EAST OAK STREET	Oak Creek	WI	53154	M-F: 9:00am - 5:00pm
Service Center	Timothy Chavez	954.376.8894	chavez-timothy@galls.com	123 NW 25TH TERRACE	Ft Lauderdale	FL	33311	M-F: 8:00am - 5:00pm
Service Center	Cesar Caceres	305.384.8001		400 NW 2nd Avenue	Miami	FL	33128	M-TH: 6:00am - 4:30pm
Service Center	Nilda Franqui	321.663.9864	franqui-nilda@galls.com	2500 West Colonial Dr. 2nd Floor	Orlando	FL	32804	M-F: 9:00am - 5:00pm
Service Center	Shamika Napier	312.533.2592	napier-shamika@galls.com	1342 West Madison St	Chicago	IL	60607	M-F: 9:00am-5:00pm Sat 9:00am - 2:00pm every other Saturday
Service Center	Yesenia Sanchez	312.267.1477	sanchez-yesenia@galls.com	2241 West 95th St	Chicago	IL	60643	M-F: 9:00am-5:00pm Sat 9:00am - 2:00pm every other Saturday
Service Center	Jana Laverty	316.633.4200	Laverty-Jana@galls.com	625 Carriage Pkwy, Ste 185	Wichita	KS	67208	M-F: 9:00am - 5:00pm
Service Center	Sarah Hankins	763.515-8377	hankins-sarah@galls.com	1672 Suburban Avenue	St Paul	MN	55106	M-F: 9:00am - 5:00pm
Service Center	Olga Barsky	609.281.5596	barsky-olga@galls.com	1595 Reed Road	Pennington	NJ	8534	M-F: 9:00am - 5:00pm
Service Center	Tanesha Nelson	704.631.9699	nelson-taneesha@galls.com	5235 Spector Dr, Bldg. 000A	Charlotte	NC	28269	M-F: 7:30am - 4:00pm
Service Center	Kristy Smith	216.553.4383	smith-kristy@galls.com	10666 Lorain Ave	Cleveland	OH	44111	M-F: 9:00am - 5:00pm
Service Center	Rachel Rodriguez	210.523.0976		2111 West Ave, Ste 100	San Antonio	TX	78216	M-F: 9:00am - 5:00pm

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)**

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PROPOSAL INVITATION QUESTIONNAIRE

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

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

   54 years

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

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

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.

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REQUIRED FORMS CHECKLIST

(Please check (√) the following)

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

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

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

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

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

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

PROPOSAL SPECIFICATION SUMMARY

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

PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted**.

Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS

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

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS

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

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

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

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

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

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

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

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

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

ADDITIONAL WEEKLY RENTAL/PREP CHARGES (MISC. ITEMS)

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

RETURNING DEFECTIVE PRODUCTS

Once a returned product has been received into the Galls distribution center, it will be processed and the replacement or corrected item will be sent within 24 hours, if in stock. All customized items will be sent out according to production lead time. If an item is being returned for a full credit, it will take place once the item has been received. Products can also be returned at the local facility once in place.

RETURN & RESTOCKING POLICY

Galls offers a "no hassle guarantee" on returned merchandise. This means if **Buyboard members** are unhappy for any reason with their purchase, it can be returned to Galls for an exchange or refund. This does not apply to a non-Galls error on a personalized (embroidered, heat press, etc.) garment.

Trust is crucial to a team and, as your partner, we want to make sure our products match your expectations. We offer two levels of returns:

30-day Comfort Guarantee. If you are not completely satisfied with your boots or shoes, simply return them within 30 days from the date you received your order for a refund or exchange.

One-Year Returns. We accept returns of resalable items within one year of purchase that are unworn, in new condition, and in original packaging along with all packaging attachments and enclosures, including all applicable tags, instructions, etc. For apparel, return item in its original, packaging along with all packaging attachments and enclosures, including all applicable tags, instructions, etc. Return instructions are available on the reverse side of the packing slip.

Refunds. Refunds are deposited back to your original payment method.

Shipping Refunds. Original shipping charges are non-refundable unless the return is related to our error.

Special Order or Embellished Items. Special order items or items that have been altered, decorated, engraved, customized or otherwise embellished at the request of our customers cannot be returned unless the return is related to our error.

Electronic Items. Body worn cameras, audio recording devices, and memory cards cannot be returned to a Galls store or at Galls.com; they must be returned directly to the manufacturer in accordance with that manufacturer's returns policy.

Clearance Items. All clearance items are sold "as is" and cannot be returned.

HAZMAT or ORM-D Items. Returns for these items, including but not limited to self-defense sprays, chemical kits, select first aid kits and components, road flares, and fire extinguishers cannot be accepted. If you are unsure if the product you are returning falls into this category, please contact Galls' Customer Service. Refunds may be available depending

Gift Certificates. Gift Certificates cannot be returned or redeemed for cash or credit except where required by law.

WARRANTY

All products will fall under the manufacturer’s standard warranties. In addition, Galls offers a “No Hassle Guarantee” on returned merchandise. This means that if you are unhappy for any reason with your purchase, you may return it to Galls for an exchange or refund within 1 year from purchase date. This does not apply to a non-Galls error on a personalized (embroidered, heat press, etc.) garment.

Manufacturer Warranties - Many products sold by Galls offer extended manufacturer's warranties. For returns related to matters covered by a manufacturer's warranty, please visit the manufacturing brand's website and/or call their customer service line directly.

MARKETING STRATEGY

Galls understands that having a cooperative agreement never guarantees any sales and we need to put in the work to build relationships with participating agencies to grow our business. Galls' marketing strategy is to provide an online system, along with a large inventory position capable of meeting the needs of any size customer. This makes the customer experience more efficient and creates a long-term partnership between Galls and the agency. Galls currently operates more than **15,000** eQuip websites nationally ranging from a small single user department to a large multinational security firm with **10,000** users at multiple locations. In 99% of customers, the functionality is already built, which means the process is simply "plug and play". Galls has been operating custom websites for approximately **10** years however, in 2011 we shifted our focus to increase our functionality and availability for our public safety and government agency customers.

We have developed a marketing strategy for this program that would cover two major verticals:

1) ONLINE

We understand that in-store shopping is not easily available to every customer and some prefer an online shopping portal. Galls would develop a custom e-commerce platform (eQuip) which would allow Buyboard Members to view products at contract pricing. Galls will also work with Buyboard to obtain all necessary logos to be utilized for our web portal.

Additionally- Galls would setup, at no charge, customer specific Uniform Programs with customer specific customization and embellishment to mirror contract pricing. Our Galls.com website has current links to contract programs, and we would add a link to the specific Buyboard eQuip site to drive customer engagement.

2) IN PERSON/OVER THE PHONE

In addition to our locations, Galls has a nationwide coverage of Regional Area Executives (RAE's) that can setup in person meetings with potential customers. We also have a vast inside sales team that acts as additional support to our RAE's. Our sales force numbers over 125 reps available for customer support and contract marketing. The largest in our segment. We would also advertise the Buyboard contract at the over 100 tradeshows we attend annually, including attending and participating in the annual NIGP forum, NPI conference and Regional Cooperative Summits.

670-22
gallsllc
Supplier Response

Event Information

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

The Local Government Purchasing Cooperative (BuyBoard)

Proposal Invitation No. 670-22
Uniforms and Accessories
Proposal Due Date and Time: December 16, 2021, at 4:00 PM

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

1. **View and download the forms.**

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

2. **To submit completed proposal.**

- Visit vendor.buyboard.com and click "Register/Login/Submit

Proposal" button shown
below to submit your proposal online.

- For additional assistance click this link View our Proposal Submission Instructions.

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

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

gallsllc Information

Address: 1340 Russell Cave Road
Lexington, KY 40505
Phone: (800) 876-4242 x2330

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

David Scheve
Signature

smeltzer-amelia@galls.com
Email

Submitted at 12/16/2021 3:18:12 PM

Requested Attachments

BuyBoard Proposal Invitation No. 670-22 Uniforms and Accessories — Proposal-No-670-22.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 — Galls 2021 Catalog.xlsx

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

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed — Exceptions BB.pdf

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

Company Profile — Galls Company Profile.docx

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

IRS Form W-9 Request for Taxpayer Identification Number and Certification — W9 Chicago Lockbox_2021.pdf

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

Exemption Letter — *No response*

Vendors that do not offer any of the evaluation and/or alternate items shall submit a written letter providing explanation requesting exemption from this requirement and identify its specialty product line(s).

Bid Attributes

1	**Federal Identification Number** Federal Identification Number 20-3545989

2	**HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification** HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

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

4	**No Excluded Nation or Foreign Terrorist Organization Certification** Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.) By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification. Yes

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

6	**Minority Owned Business** Minority Owned Business ☐ *Minority Owned Business (Yes)*

7	**Women Owned Business** Women Owned Business ☐ *Women Owned Business (Yes)*

8 **Service-Disabled Veteran Owned Business**

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

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

9 **Certification Number**

Certification Number

No response

10 **Name of Certifying Agency**

Certifying Agency

No response

11 **Non-MWBE/HUB**

My company has NOT been certified as a MWBE/HUB

☑ Non-HUB (Yes)

12 **Vendor General Contact Information**

Proposal/Contract General Contact Information

13 **Vendor Proposal/Contract Contact Name**

Vendor Proposal/Contract Contact Name

Amelia Smeltzer

14 **Vendor Proposal/Contract Contact E-mail Address**

Vendor Proposal/Contract Contact E-mail Address

smeltzer-amelia@galls.com

15 **Vendor Proposal/Contract Mailing Address**

Vendor Proposal/Contract Mailing Address

1340 Russell Cave Rd.

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

Vendor Proposal/Contact Mailing Address - City

Lexington

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

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

KY

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

Vendor Proposal/Contact Mailing Address - Zip Code

40505

19 **Vendor Proposal/Contact Phone Number**

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

859-800-1400

20 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

No response

21 **Company Website**

Company Website (www.XXXXX.com)

www.galls.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

hudson-kenneth@galls.com

24 **Purchase Order Contact Name**

Purchase Order Contact Name

Kenneth Hudson

25 **Purchase Order Contact Phone Number**

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

859-800-1195

26 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

No response

27 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

Love-emily#galls.com

28 **Alternate Purchase Order Contact Name**

Alternate Purchase Order Contact Name

Emily Love

29 **Alternate Purchase Order Contact Phone Number**

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

859-800-1342

30 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

31 **Purchase Orders Contact Information**

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

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

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

Yes

32 **Request for Quotes (â€œRFQâ€)**

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

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

Request for Quote (RFQ) E-mail Address

hudson-kenneth@galls.com

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

Request for Quote (RFQ) Contact Name

hudon-kenneth@galls.com

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

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

859-800-1195

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

love-emily@galls.com

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

Alternate Request for Quote (RFQ) Contact Name

Emily Love

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

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

859-800-1342

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

Alternate Request for Quote (RFQ) Contact Extension Number

No response

41 **Invoices**

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

42 **Invoices**

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

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

or

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

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

Service fee invoices and notices direct to company

43 **Invoice Company Name**

Invoice Company Name

Galls, LLC

44 **Invoice Company Department Name**

Invoice Company Department Name

Accounting

45 **Invoice Contact Name**

Invoice Contact Name

Pam Jarvis

46 **Invoice Mailing Address**

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

1340 Russell Cave Rd.

47 **Invoice Mailing Address - City**

Invoice Mailing Address - City

Lexington

48 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

KY

49 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

40505

50 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

859-514-9597

51 **Invoice Contact Extension Number**

Invoice Contact Extension Number

No response

52 **Invoice Contact Fax Number**

Invoice Contact Fax Number (xxx-xxx-xxxx)

No response

53 **Invoice Contact E-mail Address**

Invoice Contact E-mail

jarvis-pam@galls.com

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

Invoice Contact Alternate E-mail Address

Amelia Smeltzer

55 **Billing Agent Company Name**

Billing Agent Company Name

Galls, LLC

56 **Billing Agent Department Name**

Billing Agent Department Name

Legal

57 **Billing Agent Contact Name**

Billing Agent Contact Name

Amelia Smeltzer

58 **Billing Agent Mailing Address**

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

1340 Russell Cave Rd.

59 **Billing Agent Mailing Address - City**

Billing Agent Mailing Address - City

Lexington

60 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

KY

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

Billing Agent Mailing Address - Zip Code

40505

62 **Billing Agent Contact Phone Number**

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

859-800-1400

63 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

No response

64 **Billing Agent Fax Number**

Billing Agent Fax Number

859-268-5971

65 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

smeltzer-amelia@galls.com

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

Billing Agent Alternative E-mail Address

No response

67 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Common Carrier

68 **Payment Terms**

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

Net 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.

See attached

71 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

72 **Credit Card Payments**

Are credit card payments acceptable to your company?

Yes

73 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as “Texas Cooperative” in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

74 **Company Name**

Company Name

Galls, LLC

75 **Texas Regional Service Designation**

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

All Regions

76 **Region 1**

Region 1 - Edinburg

☑ Region 1 (1)

77 **Region 2**

Region 2 - Corpus Christi

☑ Region 2 (2)

78 **Region 3**

Region 3 - Victoria

☑ Region 3 (3)

79 **Region 4**

Region 4 - Houston

☑ Region 4 (4)

80 **Region 5**

Region 5 - Beaumont

☑ Region 5 (5)

81 **Region 6**

Region 6 - Huntsville

☑ Region 6 (6)

82	**Region 7** Region 7 - Kilgore ☑ Region 7 (7)
83	**Region 8** Region 8 - Mount Pleasant ☑ Region 8 (8)
84	**Region 9** Region 9 - Wichita Falls ☑ Region 9 (9)
85	**Region 10** Region 10 - Richardson ☑ Region 10 (10)
86	**Region 11** Region 11 - Fort Worth ☑ Region 11 (11)
87	**Region 12** Region 12 - Waco ☑ Region 12 (12)
88	**Region 13** Region 13 - Austin ☑ Region 13 (13)
89	**Region 14** Region 14 - Abilene ☑ Region 14 (14)
90	**Region 15** Region 15 - San Angelo ☑ Region 15 (15)
91	**Region 16** Region 16 - Amarillo ☑ Region 16 (16)
92	**Region 17** Region 17 - Lubbock ☑ Region 17 (17)
93	**Region 18** Region 18 - Midland ☑ Region 18 (18)

94 **Region 19**

Region 19 - El Paso

☑ Region 19 (19)

95 **Region 20**

Region 20 - San Antonio

☑ Region 20 (20)

96 **State Service Designation**

State Service Designation - Refer to Form in Proposal Invitation.

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

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*

97 **Company Name**

Company Name

Galls, LLC

98 **State Service Designation**

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

All States

99 **Alabama**

Alabama

☑ Alabama (AL)

100 **Alaska**

Alaska

☑ Alaska (AK)

101 **Arizona**

Arizona

☑ Arizona (AZ)

102 **Arkansas**

Arkansas

☑ Arkansas (AR)

103	**California** California (Public Contract Code 20118 & 20652) ☑ California (CA)
104	**Colorado** Colorado ☑ Colorado (CO)
105	**Connecticut** Connecticut ☑ Connecticut (CT)
106	**Delaware** Delaware ☑ Delaware (DE)
107	**District of Columbia** District of Columbia ☑ District of Columbia (DC)
108	**Florida** Florida ☑ Florida (FL)
109	**Georgia** Georgia ☑ Georgia (GA)
110	**Hawaii** Hawaii ☑ Hawaii (HI)
111	**Idaho** Idaho ☑ Idaho (ID)
112	**Illinois** Illinois ☑ Illinois (IL)
113	**Indiana** Indiana ☑ Indiana (IN)
114	**Iowa** Iowa ☑ Iowa (IA)

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

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

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

Bid Lines

1	**Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Band Uniforms, Related Supplies and Accessories**. Catalog/Pricelist MUST be included or proposal will not be considered. ***No Bid*** Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". *No response*
2	**Section I:UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Flag Corps Uniforms, Related Supplies and Accessorie**s. Catalog/Pricelist MUST be included or proposal will not be considered. ***No Bid*** Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". *No response*

3 **Section I:UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Formal Wear for Bands and Orchestra, Related Supplies and Accessories** (dresses, tuxedos, jackets, pants). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

4 **Section I:UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Show Choir Wear, Related Supplies and Accessories**. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

5 **Section I:UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Cheerleading Uniforms, Related Supplies and Accessories**. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

6 **Section I:UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Drill Team Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

7 **Section I:UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Dancewear, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

8 **Section I:UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of All Other Performance Related Uniforms, Related Supplies and Accessories not listed above.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

9	**Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". Galls 2021 Catalog
10	**Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". Galls 2021 Catalog

11	**Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Food Service Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". Galls 2021 Catalog
12	**Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". Galls 2021 Catalog

13 **Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Business Uniforms (Career Apparel), Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

Galls 2021 Catalog

14 **Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Student Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

Galls 2021 Catalog

15 **Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

Galls 2021 Catalog

16 **Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Industrial Towels.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

17 **Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of All Other Work-Related Uniforms, Related Supplies and Accessories not listed above.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

Galls 2021 Catalog

18 **Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS -** Discount (%) off catalog/pricelist for **Rental of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

19 **Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS** - Discount (%) off catalog/pricelist for **Rental of Custodial and Maintenance Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

20 **Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS** - Discount (%) off catalog/pricelist for **Rental of Food Service Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

21 **Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS** - Discount (%) off catalog/pricelist for **Rental of Medical and Nursing Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

22 **Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS** - Discount (%) off catalog/pricelist for **Rental of Business Uniforms (Career Apparel), Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

23 **Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS** - Discount (%) off catalog/pricelist for **Rental of All Other Work-Related Uniforms, Related Supplies and Accessories** not listed above. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

24 **Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS** - Discount (%) off catalog/pricelist for **Rental of Industrial Towels.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

25 **Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS**

- Discount (%) off catalog/pricelist for **Rental of Industrial Mats.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

26 **Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS**

- Discount (%) off catalog/pricelist for **Rental of Industrial Mop Service.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

27 **Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS** - Discount (%) off catalog/pricelist for **Rental of ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

28 **Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS** - Discount (%) off catalog/pricelist for **of All Other Industrial Uniform, Related Products, Supplies and Accessories** not listed above. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

29

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 1 -Uniform Clothing Rental: Executive Shirt; long sleeve; 100% cotton; BuyBoard weekly rental unit price.

No Bid

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

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

30

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 2 -Industrial Work Shirt; long sleeve, synthetic blend; BuyBoard weekly rental unit price.

No Bid

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

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

31

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 3 -Industrial Work Shirt; stripe, long sleeve, synthetic blend; BuyBoard weekly rental unit price.

No Bid

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

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

32

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 4 -Button Down Shirt; long sleeve; 100% cotton; BuyBoard weekly rental unit price.

No Bid

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

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

33

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 5 -Industrial Pants; synthetic blend; BuyBoard weekly rental unit price.

Unit Price: *No response* Total: *No response*

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

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

34

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 6 -Executive Slacks; Cotton; BuyBoard weekly rental unit price.

No Bid

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

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

35

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 7 -Blue Denim Jeans; Cotton; BuyBoard weekly rental unit price.

No Bid

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

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

36

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 8 - 4X6 Floor Mat; per item; BuyBoard weekly rental unit price.

No Bid

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

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

37

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 9 - Dry Mop; Treated; 36 inches, per item; BuyBoard weekly rental unit price.

No Bid

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

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

38

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 10 - Name Tags; per item; BuyBoard weekly rental unit price.

No Bid

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

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

39

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 11 - Prep Charges; per item; BuyBoard weekly rental unit price.

No Bid

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

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

40

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 12 - Emblem; per item (print or embroidery); BuyBoard weekly rental unit price

No Bid

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

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

41

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 13 - Emblem 2; per item (print or embroidery); BuyBoard weekly rental unit price.

No Bid

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

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

42

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 14 - Environmental Fee.

No Bid

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

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

43

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 15 - Energy Surcharge.

No Bid

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

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

44

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 16 - Initial Set Up Charges.

No Bid

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

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

45

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 17 - Swing Suit Charges.

No Bid

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

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

46

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 18 - Minimum Stop Size Fee.

No Bid

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

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

47

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 19 - Image Guard Fee.

No Bid

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

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

48 **Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 20 -** Deposit Charge.

No Bid

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

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

Response Total: $0.00

CATALOG EXCEPTIONS & CLARIFICATIONS

The offered 15% discount cannot be utilized on sale or clearance products or combined with any promotional codes.

In the submitted catalog we identified each Buyboard Specification Item Number Category that we bid on for each line. Many of our offered products can be purchased across these different categories. If awarded the contract, Galls can work with Buyboard to narrow down the item number category per line but we included more descriptive category terms to help customers review the catalog items.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

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

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

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Galls, LLC Mike Fadden ,CEO

2 ☒ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No N/A

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

☐ Yes ☐ No N/A

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Mike Fadden

Signature of vendor doing business with the governmental entity

3/7/2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date: Friday, November 17, 2023
To: Mrs. Helen Ramirez, City Manager
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Procurement and Contract Manager
Mr. Jarett V. Sheldon, Fire Chief

Subject: Agenda Item for the City Commission meeting of Tuesday, December 5, 2023 "Consideration and Action for the Purchase of Uniforms for the Brownsville Fire Department" **044-24-FR-SA**

At the request of Mr. Jarett Sheldon, Fire Chief, the Procurement Division requested to invoke the "Interlocal contract for cooperative purchasing" clause under Local Government Code Section §791.025 (C) **BuyBoard** # 670-22

Sec. 791.025. CONTRACTS FOR PURCHASES. (c) A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services.

PROCUREMENT SUMMARY: Galls, Inc is eligible under this procurement for the Purchase of Uniforms for the Brownsville Police Department using the catalog discount offered through the cooperative agreement.

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Jarrett Sheldon, Fire Chief
Date:	Tuesday, December 12, 2023
Agenda #:	Consideration and **ACTION** for a Cooperative Purchase Agreement with Metro Fire Apparatus Specialists, Inc. for the purchase of two (2) Arctic Compressors #023-24-FIR-CP, in the amount of $123,086.00, as budgeted. (Fire Department)

Summary:
Our current air cascade systems have served us well, but advancements in technology and the need for increased operational efficiency necessitate an upgrade. The proposed acquisition involves obtaining two modern air cascade systems designed to meet the latest industry standards. The new air cascade systems feature advanced technologies that significantly improve the speed and efficiency of refilling breathing apparatus cylinders, minimizing downtime during emergency operations. The selected systems comply with the most recent safety and regulatory standards, ensuring that our Fire Department operates at the highest level of safety and professionalism.

Project Scope and Analysis:
After thorough evaluation, we have identified a reputable supplier with a proven track record in delivering reliable and cutting-edge air cascade systems. Their proposal aligns with our specifications and budget constraints. Subject to approval, we aim to initiate the procurement process promptly to ensure the timely delivery and integration of the new air cascade systems into our operations.

Funding:

Source: 451-321-942

Amount: $123,086.00

Local Contribution if Applicable: N/A

Recommendation:

We strongly recommend approving the purchase of two air cascade systems to fortify our firefighting capabilities. This strategic investment aligns with our commitment to providing the highest level of safety and service to the community.

Commission Pillar:
Public Safety, Governance

Attachments:
1. Procurement Analysis Metro Fire Apparatus
2. Coop Metro Fire 11.20.23 (2) (1)
3. Coop Metro Fire (1)

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date: Tuesday, December 12, 2023
To: Mrs. Helen Ramirez, City Manager
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Procurement and Contract Manager
Mr. Jarret Sheldon, Fire Chief

Subject: Agenda Item for the City Commission meeting of Tuesday, December 12, 2023 "Consideration and Action for the "Purchase of two (2) Arctic Compressors" **#023-24-FIR-CP**

At the request of Mr. Jarrett Sheldon, Fire Chief, the Procurement Division requested to invoke the "Interlocal contract for cooperative purchasing" clause under Local Government Code Section §791.025 (C) **BUYBOARD Contract 698-23.** (Exhibit B).

Sec. 791.025. CONTRACTS FOR PURCHASES. (c) A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services.

PROCUREMENT SUMMARY: Metro Fire Apparatus Specialist Inc. is eligible under this procurement for the purchase of two (2) arctic compressors for the City of Brownsville Fire Department in the amount of **$123,086.00**. (Exhibit A)

QUOTE

Number	218970-0
Quote Date	11/29/2023
Page	1

Corporate
17350 State Hwy 249
Suite 250
Houston TX 77064-1142
(713) 692-0911 Phone
(713) 692-1591 Fax

Mansfield
625 S Wisteria St Ste 121
Mansfield TX 76063-2528
(817) 467-0911 Phone
(817) 375-1775 Fax

South Houston
514 Michigan St
South Houston TX 77587-3221
(713) 475-2411 Phone
(713) 475-2428 Fax

Bill to: BROWNSVILLE FIRE DEPT
1150 EAST ADAMS
BROWNSVILLE, TX 78520

Ship to: TBA
,

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO
BRO004	RICK NAJERA	JESSE BREEDLOVE		

Entered By	FOB	Ship Via	Terms
JESSE BREEDLOVE	CUSTOMER PAYS FREIGHT	BEST WAY	NET 30 DAYS

Customer/Order Instructions

DOES NOT INCLUDE BUILDING ELECTRICAL CONNECTION.
PROOF OF FACILITY ELECTRICAL PHASE IS REQUIRED.
PRICING PER BUYBOARD CONTRACT 698-23
QOUTE DOES NOT INCLUDE CLEARING SPACE FOR NEW COMPRESSOR SYSTEM.
THIS QUOTE IS FOR (2) COMPLETE SYSTEMS. FfRE STATION LOCATIONS TBD.
QUOTE GOOD UNTIL DECEMBER 29, 2023

Quantity			U/M	Item #	Description	Price	Extension
Order	Ship	Back					
2	2	2	EA	ART-C-E4-10-A6-E3C	ARTIC 4 STAGE, 6000 PSI, 10 HP 14 CFM, 3 PHASE ELECTRIC MOTOR, SOUND SUPPRESSING CABINET. CO MONITOR	33733.00	67466.00
2	2	2	EA	ART-A-S5000	OIL LEVEL SWITCH INCLUDED	0.00	0.00
2	2	2	EA	ART-EXD-ACE-SILVER	EXTENDED 5 YEARS OR 1000 HRS WARRANTY ON COMPRESSOR BLOCK AND AIR PURIFICATION SYSTEM INCLUDED	0.00	0.00
2	2	2	EA	ART-X-UP24000-57000	FILTER UPGRADE 24000-57000	1868.00	3736.00
2	2	2	EA	ART-C-FS3C55	THREE FILL W/ CONTROLS 5500 PSI	14715.00	29430.00
8	8	8	EA	KAP-UN/ISO6000	9809-2 USA 6000 PSI STORAGE W/ CGA-702 VALVE WSR725 MAPP YELLOW	1865.00	14920.00
8	8	8	EA	ART-A-I1350	ARTIC CGA-702 ELBOW W/ JIC	68.00	544.00
8	8	8	EA	ART-P-2510106	STRUT CLAMPS 9.25"	50.00	400.00

Continued on next page....

QUOTE GOOD FOR 30 DAYS

QUOTE

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Suite 250
Houston TX 77064-1142
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(713) 692-1591 Fax

Mansfield
625 S Wisteria St Ste 121
Mansfield TX 76063-2528
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514 Michigan St
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Entered By	FOB	Ship Via	Terms
JESSE BREEDLOVE	CUSTOMER PAYS FREIGHT	BEST WAY	NET 30 DAYS

Quantity			U/M	Item #	Description	Price	Extension
Order	Ship	Back					
					OD SET OF 2		
2	2	2	EA	MET-HP-HOSE PACKAGE, 7000 PS	BULK FOR INSTALL	800.00	1600.00
20	20	20	EA	ART-A-H1001	SWAGEABLE HOSE ENDS (#4 FEMALE JIC)	16.00	320.00
2	2	2	EA	MET-MISC-EQUIPMENT	CYLINDER WALL MTG BRK 10 GAUGE	50.00	100.00
2	2	2	EA	MET-LABOR 1	TRAVEL, INSTALLATION, TESTING, TRAINING	1450.00	2900.00
2	2	2	EA	MET-LABOR 1	LABOR- INSTALL EXTERNAL AMBIENT AIR INTAKE IF REQUIRED	600.00	1200.00
2	2	2	EA	SLP-SLP1500-1X	NFPA 1989 1X SINGLE ANALYSIS AIR QUALITY SAMPLE	235.00	470.00
2	2	2	EA	MET-SHIPPING	FREIGHT CHARGES INCLUDED	0.00	0.00

SubTotal	123,086.00
Total	123,086.00

End of Exhibit "A"

QUOTE GOOD FOR 30 DAYS

COOPERATIVE PURCHASE AGREEMENT
#023-24-FIR-CP

This Cooperative Purchase Agreement ("Agreement") is entered into by and between Metro Fire Apparatus Specialist Inc. ("Vendor") and the City of Brownsville, ("City"), a Texas home rule municipality.

The Cooperative Purchase Agreement includes the following documents which shall be construed in the order of precedence in which they are listed:

1. This Cooperative Purchase Agreement.
2. Exhibit A – Quote
3. Exhibit B – Cooperative Agency Contract Solicitation Number BuyBoard #698-23
4. Exhibit C – CIQ

Exhibits A, B, C which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. Vendor agrees to provide City with the services and goods included in Exhibit A pursuant to the terms and conditions of this Cooperative Purchase Agreement, including all exhibits thereto.

City shall pay Vendor in accordance with the fee schedule in Exhibit A and Exhibit C and in accordance with the provisions of this Agreement. Total payment made under this Agreement for the Direct purchase by City shall be in the amount of **one hundred and twenty-three thousand, eighty-six dollars ($123,086.00)**. Vendor shall not provide any additional items or services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City shall not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

Vendor agrees that City shall, until the expiration of final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of Vendor involving transactions relating to this Agreement at no additional cost to City. Vendor agrees that City shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Vendor reasonable advance notice of intended audits.

VENDOR ACKNOWLEDGES THAT CITY IS A GOVERNMENT ENTITY AND AS SUCH CANNOT INDEMNIFY OR HOLD HARMLESS A PARTY WITHOUT FIRST CREATING A SINKING FUND OR LEVYING A TAX. VENDOR FURTHER ACKNOWLEDGES THAT THE CITY HAS NO INTENTION OF CREATING SUCH A SINKING FUND OR LEVYING A TAX. THE PARTIES AGREE THAT ANY PROVISION CONTAINED WITHIN THE CONTRACT DOCUMENTS REQUIRING THE CITY TO INDEMNIFY OR HOLD HARMLESS THE VENDOR IS HEREBY STRICKEN.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:
City of Brownsville
Attn: City Manager
1001 East Elizabeth Street
Brownsville, Texas 78520

With copy to Brownsville City
Attorney's Office at same address.

To VENDOR:
Metro Fire Apparatus Specialist Inc.
Attn:
Address: 17350 State Hwy 249, Suite 250
Address: Houston, Texas, 77064-1142

The undersigned represents and warrants that he or she has the power and authority to execute this Agreement and bind the respective parties.

CITY OF BROWNSVILLE:

Name:

Title:

VENDOR:

Name: Jesse Breedlove

Title: Regional Sales Manager

"Approved as to Form and Legality
This 20th day of November 2023
Title
Office of the Brownsville City Attorney"

QUOTE

Corporate
17350 State Hwy 249
Suite 250
Houston TX 77064-1142
(713) 692-0911 Phone
(713) 692-1591 Fax

Mansfield
625 S Wisteria St Ste 121
Mansfield TX 76063-2528
(817) 467-0911 Phone
(817) 375-1775 Fax

South Houston
514 Michigan St
South Houston TX 77587-3221
(713) 475-2411 Phone
(713) 475-2428 Fax

Number	218970-0
Quote Date	11/29/2023
Page	1

Bill to: BROWNSVILLE FIRE DEPT
1150 EAST ADAMS
BROWNSVILLE, TX 78520

Ship to: TBA
,

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO
BRO004	RICK NAJERA	JESSE BREEDLOVE		

Entered By	FOB	Ship Via	Terms
JESSE BREEDLOVE	CUSTOMER PAYS FREIGHT	BEST WAY	NET 30 DAYS

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2	2	2	EA	ART-A-S5000	OIL LEVEL SWITCH INCLUDED	0.00	0.00
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8	8	8	EA	ART-P-2510106	STRUT CLAMPS 9.25"	50.00	400.00

Continued on next page....

QUOTE GOOD FOR 30 DAYS

QUOTE

Number	218970-0
Quote Date	11/29/2023
Page	2

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17350 State Hwy 249
Suite 250
Houston TX 77064-1142
(713) 692-0911 Phone
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2	2	2	EA	MET-SHIPPING	FREIGHT CHARGES INCLUDED	0.00	0.00

SubTotal	123,086.00
Total	123,086.00

End of Exhibit "A"

QUOTE GOOD FOR 30 DAYS

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

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

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

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Meto Fire Apparatus Specialists, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

N/A Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

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

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

7 November 2023
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

COOPERATIVE PURCHASE AGREEMENT
#023-24-FIR-CP

This Cooperative Purchase Agreement ("Agreement") is entered into by and between Metro Fire Apparatus Specialist Inc. ("Vendor") and the City of Brownsville, ("City"), a Texas home rule municipality.

The Cooperative Purchase Agreement includes the following documents which shall be construed in the order of precedence in which they are listed:

1. This Cooperative Purchase Agreement.
2. Exhibit A – Quote
3. Exhibit B – Cooperative Agency Contract Solicitation Number BuyBoard #698-23
4. Exhibit C – CIQ

Exhibits A, B, C which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. Vendor agrees to provide City with the services and goods included in Exhibit A pursuant to the terms and conditions of this Cooperative Purchase Agreement, including all exhibits thereto.

City shall pay Vendor in accordance with the fee schedule in Exhibit A and Exhibit C and in accordance with the provisions of this Agreement. Total payment made under this Agreement for the Direct purchase by City shall be in the amount of **one hundred and twenty-three thousand, eighty-six dollars ($123,086.00)**. Vendor shall not provide any additional items or services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City shall not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

Vendor agrees that City shall, until the expiration of final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of Vendor involving transactions relating to this Agreement at no additional cost to City. Vendor agrees that City shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Vendor reasonable advance notice of intended audits.

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Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:
City of Brownsville
Attn: City Manager
1001 East Elizabeth Street
Brownsville, Texas 78520

With copy to Brownsville City
Attorney's Office at same address.

To VENDOR:
Metro Fire Apparatus Specialist Inc.
Attn:
Address: 17350 State Hwy 249, Suite 250
Address: Houston, Texas, 77064-1142

The undersigned represents and warrants that he or she has the power and authority to execute this Agreement and bind the respective parties.

CITY OF BROWNSVILLE:

Name:

Title:

VENDOR:

Name: Jesse Breedlove

Title: Regional Sales Manager

QUOTE

METRO FIRE
APPARATUS SPECIALISTS, INC.

Corporate
17350 State Hwy 249
Suite 250
Houston TX 77064-1142
(713) 692-0911 Phone
(713) 692-1591 Fax

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625 S Wisteria St Ste 121
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Number	184051-0
Quote Date	02/01/2022
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Bill to: BROWNSVILLE FIRE DEPT
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BROWNSVILLE, TX 78520

Ship to: TBA
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Continued on next page....

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514 Michigan St
South Houston TX 77587-3221
(713) 475-2411 Phone
(713) 475-2428 Fax

Bill to: BROWNSVILLE FIRE DEPT
1150 EAST ADAMS
BROWNSVILLE, TX 78520

Ship to: TBA
,

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO
BRO004	RICK NAJERA	JESSE BREEDLOVE		

Entered By	FOB	Ship Via	Terms
JESSE BREEDLOVE	CUSTOMER PAYS FREIGHT	BEST WAY	NET 20 DAYS

Quantity			U/M	Item #	Description	Price	Extension
Order	Ship	Back					
					OD SET OF 2		
2	2	2	EA	MET-HP-HOSE PACKAGE, 7000 PS	BULK FOR INSTALL	800.00	1600.00
20	20	20	EA	ART-A-H1001	SWAGEABLE HOSE ENDS (#4 FEMALE JIC)	16.00	320.00
2	2	2	EA	MET-MISC-EQUIPMENT	CYLINDER WALL MTG BRK 10 GAUGE	50.00	100.00
2	2	2	EA	MET-LABOR 1	TRAVEL, INSTALLATION, TESTING, TRAINING	1450.00	2900.00
2	2	2	EA	MET-LABOR 1	LABOR- INSTALL EXTERNAL AMBIENT AIR INTAKE IF REQUIRED	600.00	1200.00
2	2	2	EA	SLP-SLP1500-1X	NFPA 1989 1X SINGLE ANALYSIS AIR QUALITY SAMPLE	235.00	470.00
2	2	2	EA	MET-SHIPPING	FREIGHT CHARGES INCLUDED	0.00	0.00

SubTotal	123,086.00
Total	123,086.00

End of Exhibit "A"

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

Responding vendors must read all sections of this Proposal Invitation carefully.
Even if your company has submitted proposals on previous BuyBoard proposal invitations, terms and requirements may have changed.

NOTICE OF PROPOSAL INVITATION

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative), 12007 Research Blvd., Austin, Texas 78759 is a statewide purchasing cooperative for school districts, junior colleges, cities, counties, and other political subdivisions. The Texas Association of School Boards, Inc. (TASB), a Texas nonprofit corporation, 12007 Research Blvd., Austin, Texas 78759, serves as the Cooperative's administrator. The Cooperative is endorsed by TASB, the Texas Municipal League (TML), a Texas unincorporated nonprofit association, 1821 Rutherford Lane, Austin, Texas 78754, and the Texas Association of Counties (TAC), a Texas nonprofit association, 1204 San Antonio, Austin, Texas 78701.

The Cooperative's contracts for commodities and services are available to the members of TASB, TML, and TAC, and other local governmental entities that are members of the Cooperative and eligible to purchase through a government purchasing cooperative or interlocal contract. TASB, the Cooperative administrator, provides an online marketplace to the Cooperative known as the BuyBoard which enables members to review available contracts and make purchases of awarded commodities and services electronically.

The Cooperative is soliciting sealed proposals for products, supplies, services and/or equipment as set forth in this Proposal Invitation on behalf of all present and future members of the Cooperative. There may be over 1,000 Texas public school districts and junior colleges, over 900 municipalities, 400 counties, and numerous other political subdivisions (i.e. river authorities, special districts, public housing authorities, etc.) participating in the Cooperative at any given time. Awarded products and services may also be available to the administrator's nonprofit entity BuyBoard subscribers and, in the event of a piggyback award, members of the National Purchasing Cooperative located throughout the United States as further explained in the Proposal Invitation.

Completed sealed proposals for **Proposal No. 698-23 for Public Safety and Firehouse Supplies and Equipment must be received on or before 4:00 PM November 10, 2022,** either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission as set out in the Instructions to Proposers. **Late proposals will not be accepted.**

Unless a different time period is stated in the General Information document for this Proposal Invitation, questions, requests for information or clarification, or comments regarding this Proposal Invitation, including the specifications, must be submitted in writing, addressed as indicated below, and received by the Cooperative administrator no later than the 10th business day before the Proposal Due Date. The Cooperative will respond only to written questions.

The Local Government Purchasing Cooperative
Attn: TASB Asst. Division Director, Cooperative Procurement
12007 Research Blvd.
Austin, TX 78759
E-Mail: bids@buyboard.com

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INSTRUCTIONS TO PROPOSERS

Electronic Proposal Submission

The Cooperative requests that Vendors submit Proposals electronically in accordance with the instructions herein via the link available on the following website:

- buyboard.com/vendor

There is no cost to the Vendor to register or use the electronic proposal submission option. To the extent a vendor is unable to submit a Proposal electronically through the proposal website, instructions for hard copy submissions are provided below.

Before you submit

- In order to submit a Proposal electronically, you must have a working registered vendor username and password to login. If you do not have a registered vendor username and password, you may obtain one by registering at buyboard.com/vendor. ***Note to existing BuyBoard vendors: The registered vendor login used for electronic proposal submission is NOT the same as your existing login used to check purchase orders or similar vendor information under awarded contracts.*** Vendors are highly encouraged to ensure you have a working vendor login well in advance of the submission deadline.
- Vendor is responsible for ensuring it has the technical capability to submit its Proposal via electronic submission.
- Browser requirements can be found at https://buyboard.ionwave.net/BrowserCompatibility.html.
- VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor the Cooperative administrator shall be responsible for equipment or software failure, internet or website downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a Proposal or inaccessibility of the submitted data. Accordingly, Vendors are highly encouraged to prepare and allow for sufficient time to familiarize itself with the electronic submission requirements and to address any technical or data issues prior to the Proposal Due Date.

How to submit Proposal electronically

- Login using your registered vendor login at buyboard.com/vendor under the "Register/Login/Submit Proposal" link.
- The page will open to the list of "Available Bids."
- Click on the applicable Proposal Invitation number under the "My Invitations" or "Other Bid Opportunities" section to view this Proposal Invitation request.
- ***Review and follow all instructions on the webpage.***
- **VENDOR INFORMATION** – Select the "Attributes" tab to locate the Vendor Contact Information fields required to be completed and submitted.
  - Vendors must respond to each item by providing the information requested. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**
- **PROPOSAL SPECIFICATIONS –** Select the "Line Items" tab to locate the Proposal Specifications.
  - Input all required proposal pricing information (discount (%) off catalog/pricelist, line item pricing, hourly labor rates, and/or other related pricing information) as specified.

- Vendors must respond to each line item by either providing the information requested in the specifications, adding alternates to provide additional information (as necessary), or by indicating no bid. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**

- **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
  - **i. Manufacturers shall be listed in alphabetical order**
  - **ii. Vendor must list one specific percentage discount for each manufacturer listed. Use the "Add Alternates" option as needed to add additional manufacturers.**

- **PROPOSAL DOCUMENTS** - To upload your Proposal documents, select the "Response Attachments" tab and upload a *signed, complete* copy of your Proposal in *searchable PDF format*, including all required proposal documents (Proposal Forms, and any other documents required by the Proposal Invitation). **Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**

- **PROPOSAL SUBMISSION** - Select the "Response Submission" tab to submit the Proposal.
  - If an error or multiple errors occur, the system will display the location of the error(s).
  - Go to the problem area and correct the errors. You must go to the specific tab(s) that contain(s) the error(s) to review the error detail and correct the error(s). *Your submission will not be submitted until all errors are corrected.*
  - Once all errors are corrected, proceed to the "Response Submission" tab to submit the response.

How to submit hard copy Proposal – Paper copies will NOT be accepted

While the Cooperative requests electronic submission of Proposals through the designated website, any Vendor without the technical capability or wishing to submit a hard copy Proposal may do so in accordance with the following instructions:

- Contact BuyBoard staff at bids@buyboard.com to request a copy of the Proposal Specification Form and other forms not included in this packet in hard copy form **at least five (5) business days prior to the Proposal Due Date.**

- Submit the signed, completed Proposal in a sealed envelope or carton properly marked with the Proposal Invitation number and Proposal submittal date and time and containing all required proposal documents (including forms, completed Proposal Specification Form, and any other documents required by the Proposal Invitation). The Proposal must be submitted in *electronic, searchable PDF format on a USB flash drive, CD or DVD*. **Paper copies will NOT be accepted**.

- **The Proposal Specification Form and Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**

  - **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
    - **a. Manufacturers shall be listed in alphabetical order**
    - **b. Vendor must list one specific percentage discount for each manufacturer listed.**

- Any hard copy electronic Proposals must be delivered via hand delivery or U.S. Mail to the address below so as to be received on or before the Proposal Due Date and time:

The Local Government Purchasing Cooperative
12007 Research Blvd.
Austin, TX 78759

VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered late by the United States Postal Service or any other delivery or courier service. Further, neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered in a corrupt or unreadable electronic format.

Faxed and/or emailed Proposals will NOT be accepted.

REQUIREMENTS FOR VENDOR CATALOGS/PRICELISTS IN PROPOSALS

Note: The following instructions set forth the requirements for Vendor catalogs/pricelists submitted with Proposals for proposal evaluation purposes. If awarded a Contract, Vendor may be required to resubmit catalogs/pricelists in the format described in the BuyBoard Technical Requirements as detailed further in the Proposal Invitation.

Electronic catalogs/pricelists must be submitted with Vendor's Proposal in the required format (whether submitted electronically through the designated website or in hard copy format via mail or hand delivery) or the Proposal will not be considered. The following is required of all Vendor catalog(s)/pricelist(s) submitted to the Cooperative for evaluation with the Proposal:

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.

Below is a sample chart, with examples of data for each field, showing the data fields that Vendors MUST include in each submitted pricelist/catalog with the Proposal:

BuyBoard Specification Item No. Category	Part/Item Number	Item Description	MSRP/List Price (before BuyBoard Discount)
1	1234	Desk	$50.00
2	1235	Chair	$20.00

The catalogs/pricelists must include all listed data fields (BuyBoard specification category, part/item number, item description, and list price) or the Proposal will not be considered. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the Proposal, including catalogs or pricelists submitted with the Proposal, do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems to be, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be withdrawn or modified prior to the Proposal Due Date and time, but only in accordance with section B.11 (Withdrawal or Modification of Proposal) of the General Terms and Conditions in this Proposal Invitation.

GENERAL INFORMATION

Proposal Invitation No. 698-23 – Public Safety and Firehouse Supplies and Equipment

**Please make sure that you have reviewed and completed all sections of this Proposal Invitation.*

1. **Notice of Proposal Invitation and Instructions to Proposers**
2. **General Information**
3. **Proposal Forms**
4. **Proposal Specifications**
5. **General Terms and Conditions**
6. **BuyBoard Technical Requirements**
7. **Additional Terms and Conditions for BuyBoard Self-Reporting**

PROPOSAL SUBMISSION INSTRUCTIONS

Proposal responses (including completed and signed Proposal Invitation forms, completed Proposal specifications, and pricelists/catalogs) must be submitted in electronic format in the manner prescribed in the Instructions to Proposers.

INTENT AND PURPOSE OF THE CONTRACT

The intent of this Proposal Invitation is to solicit sealed Proposals to establish a contract for various types of Public Safety and Firehouse Supplies and Equipment that may be procured by Cooperative members. Because individual members require different equipment, supplies, and/or services, this Proposal Invitation is a request for a discount off of catalog or price list for supplies, materials and equipment and a not-to-exceed labor rate for installation and repairs. Purchases can be made by a Cooperative member at any time during the Contract term. Except as provided in section E.4 of the General Terms and Conditions or otherwise in this Proposal Invitation, Vendor shall hold its Awarded Pricing firm during the Contract term. In the event of price decreases, such price decreases shall be allowed for all products.

TERM OF CONTRACT

The term of this contract will be from April 1, 2023, through March 31, 2024, with two possible one-year renewals.

As set forth in the General Terms and Conditions, an awarded Vendor has no right to or vested interest in contract renewal. The determination as to whether to renew or non-renew any Vendor Contract, in whole or in part, shall be in the sole discretion of the Cooperative.

For purposes of this Proposal Invitation, a Vendor must generate a minimum of $15,000 through the Contract during an annual contract term or may not be offered a renewal. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations.

VALUE OF CONTRACT

The estimated value of this contract is $73,230,407; however, this estimate is based on prior contracts for similar types of products and services and should not be construed to be a guaranty of either a minimum or maximum amount since usage may be dependent upon multiple factors including Cooperative members' actual needs and available funding.

SERVICE FEE

An awarded Vendor under this Proposal Invitation must pay the Cooperative a service fee in the amount of 2% per Purchase Order generated from any contract awarded under this Proposal Invitation, and the service fee is to be included in the Awarded Pricing. Vendor agrees to pay this service fee and remit the fee to the Cooperative in Austin, Texas, promptly upon payment by the Cooperative member for any Purchase Order(s) and within 30 days of the date of each service fee invoice. As set forth in more detail in the General Terms and Conditions, an awarded Vendor will be required to provide the Cooperative with copies and/or reports of all Purchase Orders generated from Vendor's Contract(s) that Vendor receives directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding Cooperative member purchases under any awarded Contract as the Cooperative administrator may require in its reasonable discretion. The Cooperative shall have the right, upon reasonable written notice, to review records of awarded Vendors pertaining to purchases under any awarded Contract to verify purchase activity under the Contract, the accuracy of service fees payable by Vendor, or as otherwise reasonably necessary for the administration of the Contract or when required by law.

CONFIDENTIAL INFORMATION

Any information submitted by Proposer that Proposer considers to be confidential must be clearly identified as such on the Confidential/Proprietary Information Form.

AWARD AND EVALUATION

All information required by this Proposal Invitation, including catalogs/pricelists where required by the Proposal Specifications, must be submitted with the Proposal or your Proposal will be deemed nonresponsive. Responsive Proposals will be evaluated, and any Contracts will be awarded based on the evaluation and award criteria as set out in Section C.2 of the General Terms and Conditions determined to provide best value to Cooperative members.

COMPLIANCE WITH APPLICABLE LAWS

By submitting a Proposal, the Proposer certifies that Proposer has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Proposer has obtained, and, if awarded, will continue to maintain during the entire term of this Contract, all permits, approvals, and/or licenses necessary for lawful performance of its obligations under this Contract. Proposer further certifies that, if awarded, Proposer will comply with all applicable state, federal, and local laws, rules, and regulations in regard to awarded products and/or services.

SPECIAL NOTE REGARDING PURCHASES OF FIREARMS, AMMUNITION AND/OR TACTICAL EQUIPMENT REGULATED BY FEDERAL OR STATE LAW

The individual signing this Proposal acknowledges and understands that sales to end purchasers of firearms, ammunition and/or certain tactical equipment may invoke federal and state laws and regulations regarding such items, and you agree on behalf of Vendor to strictly comply with such laws and regulations in all respects in connection with all sales transactions involving such regulated items. Further, the individual signing this Proposal warrants and affirms that the Cooperative, the Cooperative Administrator, and Cooperative members shall have no duty or responsibility whatsoever in connection with Vendor's duties to comply with all such laws and regulations in the sales of regulated items hereunder; all such responsibility for regulatory compliance in connection with the sales of such items being assumed by you. You acknowledge that you are fully aware of the laws and regulations applicable to the items solicited pursuant to this Proposal Invitation, and to the extent there are changes of existing laws or regulations or new laws or regulations promulgated which affect your responsibilities hereunder during the term of any Contract award under this Proposal Invitation, you will strictly comply with same.

BUYBOARD WEBSITE AND TECHNICAL REQUIREMENTS

Information on awarded Contracts, including awarded products and services under this Proposal Invitation, will be available to Cooperative members on the online marketplace platform utilized by the Cooperative: the BuyBoard. Vendors should review and confirm Vendor's ability to meet the BuyBoard Technical Requirements contained in Appendix I of this Proposal Invitation. The BuyBoard Technical Requirements may be updated from time to time as set forth in the General Terms and Conditions. To the extent a Vendor is awarded a Contract under this Proposal Invitation but is unable to meet the applicable BuyBoard Technical Requirements and provide the information in the format required by those requirements, Vendor acknowledges that the information available on the BuyBoard for Vendor's awarded products or services may be limited. This may place Vendor at a disadvantage and impact the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services through the BuyBoard website.

To improve and enhance the experience of Cooperative members seeking to procure goods and services, the Cooperative may also, in its sole discretion, provide Vendors with an opportunity to have Vendor's logo, product images, and similar brand and trademark information included in the BuyBoard online marketplace in relation to Awarded Items. Vendors shall review the BuyBoard Vendor Consent for Name Brand Use included with the Proposal Forms in this Proposal Invitation.

PROFESSIONAL ENGINEERING AND OTHER PROFESSIONAL SERVICES EXCLUDED

The scope of services in this Proposal Invitation and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

ADDITIONAL REQUIREMENTS FOR PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200 Uniform Guidance/EDGAR)

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 C.F.R. 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete the EDGAR Vendor Certification Form contained in the Proposal Forms regarding their willingness and ability to comply with certain requirements which may be applicable to specific Cooperative member purchases using federal grant funds. This information will not be used for evaluation purposes but 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 BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Public Safety and Firehouse Supplies and Equipment

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

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

Proposal Invitation Number: 698-23

Anticipated Cooperative Board Meeting Date: February 2023

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

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

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: _____

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: _____

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:** _____

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: _____

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:** _____

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: _____

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: _____

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: _____

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: _____

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: _____

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

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

1. Vendor Violation or Breach of Contract Terms:

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

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

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

2. Termination for Cause or Convenience:

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

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

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

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

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: _____

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: _____

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: _____

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.)*

_____

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:

_____

_____

_____

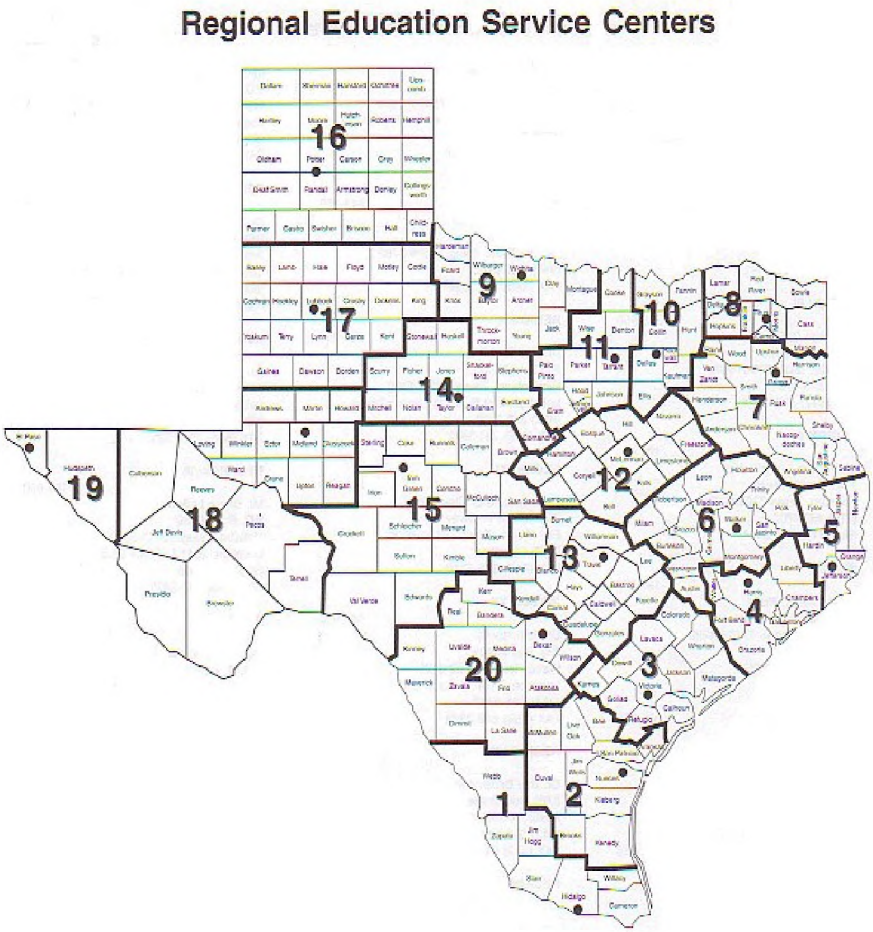
COMPANY PROFILE

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.)

TEXAS REGIONAL SERVICE DESIGNATION

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

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



Region and Headquarters

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

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.

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	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)

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.

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.

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: _____

PROPOSAL SPECIFICATION SUMMARY

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

PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted**.

Section I: Public Safety Supplies and Equipment

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

Section II: Firehouse Supplies and Equipment

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

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

Section III: Installation and Repair Service

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

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.*

GENERAL TERMS AND CONDITIONS

A. General Provisions

1. Statement of Inclusion/Applicability

These General Terms and Conditions ("Terms and Conditions") apply to this Proposal Invitation and the proposing company's response to this Proposal Invitation. These Terms and Conditions are an integral part of any Contract which is awarded or Purchase Order which is issued in association with this Proposal Invitation.

2. Organization and Section Titles

The provisions of these Terms and Conditions are generally organized according to the stages of the procurement process: proposal, evaluation, award, and performance. This organization of and the section titles used in these Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. Unless otherwise stated, any listing of factors or criteria in these Terms and Conditions does not constitute an order of preference or importance.

3. Definitions

As used in this Proposal Invitation and associated documentation, the following terms have the meanings set out below unless the context requires otherwise, regardless of whether initial capitalization is consistently used. Words used in the singular include the plural, and words used in the plural include the singular. To the extent terms are defined or used differently in different Proposal Invitation documents, substance prevails over form:

"Awarded Items" has the meaning set for in section E.3 of the Terms and Conditions.

"Awarded Pricing" has the meaning set forth in section E.4 of the Terms and Conditions.

"BuyBoard®," "the BuyBoard," or "BuyBoard website" means the internet-based electronic commerce technology provided by the Cooperative Administrator, the Texas Association of School Boards, Inc. (TASB), to enable Cooperative members to purchase awarded goods and services electronically.

"BuyBoard Administrator" or **"Cooperative Administrator"** means the Texas Association of School Boards, Inc. (TASB), 12007 Research Blvd, Austin, Texas 78759.

"Contract" means the contract between the Cooperative and a successful Proposer (Vendor), which gives Vendor the opportunity to serve Cooperative members based on the Cooperative's acceptance of all or part of the Vendor's Proposal, and is comprised collectively of the following:

(a) This Proposal Invitation;
(b) Vendor's Proposal;
(c) Notice of Award issued to Vendor by the Cooperative; and
(d) Purchase Order between a Cooperative member and Vendor, and any additional terms, conditions, or instructions agreed to by Vendor and a Cooperative member that are consistent with these Terms and Conditions. (A Purchase Order between a Cooperative member and Vendor shall be deemed part of the Contract for the specific Cooperative member purchase only and for determination of the Service Fee as set forth in these Terms and Conditions. Purchase Order terms, including additional or supplemental terms, conditions, or instructions agreed to between a Vendor and a Cooperative member where permitted by these Terms and Conditions shall apply between the Cooperative member and Vendor as to the specific Cooperative member purchase only but shall not alter or affect the Terms and Conditions of the Contract as between the Cooperative in its own right and Vendor.)

"Cooperative" means The Local Government Purchasing Cooperative (which may also be referred to as "Texas Cooperative" herein), including when acting by and through the Cooperative Administrator, unless a distinction is made otherwise.

"Cooperative member" or "**member**" means a local governmental entity (e.g., school district, city or county) or other governmental entity that is a member of the Cooperative and is eligible to purchase through a governmental purchasing cooperative or interlocal contract. Although not eligible to be a member of the Cooperative, "Cooperative member" as used in these Terms and Conditions may include the Cooperative administrator's non-profit entity subscribers when used in relation to a purchase from a non-profit subscriber.

"Goods" or **"Products"** (which terms are used interchangeably) means the goods, products, equipment or other commodities and/or services that are the subject of this Proposal Invitation.

"Proposal Invitation" means this Proposal Invitation and all associated documentation, including without limitation, these Terms and Conditions and any amendments hereto, additional terms and conditions specific to this Proposal Invitation, instructions, exhibits or attachments, forms, agreements, certifications, item specifications, appendices, and addenda.

"Proposal" means Proposer's complete and correct response to this Proposal Invitation, including all information, forms, agreements, certifications and other documentation required by this Proposal Invitation, properly submitted by Proposer's duly authorized representative.

"Proposal Due Date" means the date and time specified in the Proposal Invitation, or any addenda thereto, by which Vendors are required to submit Proposals for this Proposal Invitation.

"Proposer" or **"Vendor"** means the company or firm that submits a Proposal or, depending on the context, the proposing company to which the Cooperative awards a Contract under this Proposal Invitation. (For purposes of the forms associated with this Proposal Invitation, "you", "your", "I" or "my" refer to Proposer or Vendor, as applicable.)

"Purchase Order" means a Cooperative member's fiscal form or other instrument which is used in making a purchase from Vendor under a Contract. A Purchase Order may include a written or electronic purchase order, record of an online order, record of a purchasing card (P card) purchase, or any other record or instrument used by a Cooperative member to document a Cooperative member's authorized commitment to purchase awarded goods or services from a Vendor under a Contract.

"Vendor Invoice" means Vendor's billing form or other instrument, written or electronic, documenting charges for goods or services delivered to the Cooperative member under a Purchase Order under a Contract.

B. Proposal Requirements

1. Specifications

Unless otherwise specified, the specifications are intended to be non-proprietary, and should be construed as such. Catalog numbers, brand names, or manufacturer product or reference numbers used in the item specifications in this Proposal Invitation are intended to be descriptive, not restrictive. These references, as well as any approved brands and/or models listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.

In some cases, however, the Cooperative may find it advantageous in order to provide best value to Cooperative members to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these limited cases, preference will be given to the specific products identified as approved brands and/or models, especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or models are identified, Proposer is encouraged to propose the exact item specified, in addition to an alternate brand or model with equal/equivalent functionality or features where appropriate or necessary.

In all cases, Proposals must identify the manufacturer, brand, model, etc., of the item being offered. For Proposals on "equal/equivalent" items other than the specified approved brand and/or model, Proposer must supply a complete description and sufficient data for the Cooperative to properly analyze the product being proposed, including its functionality and features. In order to conduct such analysis, the Cooperative may request samples for items other than approved brands and/or models. If the specification identifies a specific brand or model for any item and Proposer fails to identify the manufacturer, brand, model, etc., for that item, **the Cooperative will assume Proposer is proposing on the exact brand and model identified in the specification, and if awarded a contract, Vendor must furnish the exact brand name, model, etc., as specified. Substitutions will not be allowed after the contract is awarded,** except as provided for in section E.8 (Product Updates and Substitutions) of these Terms and Conditions.

The apparent silence of the specifications as to any detail, or the apparent omission from any specification of a detailed description concerning any point, will be interpreted to mean that only the best commercial practices will prevail, and the specification will be construed accordingly.

NOTE: Unless a different time period is stated in the General Information document of this Proposal Invitation, if Proposer discovers or suspects an error in any item specification in this Proposal Invitation, including that the specification is proprietary where not intended, Proposer must notify the Cooperative Administrator of the error in writing at bids@buyboard.com immediately, but in no event later than the 10th business day before the Proposal Due Date.

2. Proposal Pricing

Pricing must be provided in the form required by the specifications and in accordance with the Proposal Invitation.

Unless otherwise provided in the specifications, if the specifications require "Line Item" or unit pricing, the Proposal must include a specific not-to-exceed price for the unit of measure specified for that item. Proposer is responsible for clearly noting any differences in proposed packaging and/or units of measure as a deviation in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions) of these Terms and Conditions.

Unless otherwise provided in the specifications, if the specifications require "discount from catalog" or "discount from pricelist" pricing, Proposer must quote the discount percentage to be applied to all items in each published catalog or pricelist included in the Proposal. Proposer must submit each catalog or published pricelist proposed with the Proposal in electronic format and in accordance with the requirements of the Proposal Invitation. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the catalogs or pricelists submitted do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

For installation, repair, and other services or labor, the specifications may require not-to-exceed labor rates or coefficient to be applied to a unit cost book. Proposers must provide pricing in the form required by the specifications and note any deviations in accordance with B.4 (Deviations from Item Specifications or General Terms and Conditions).

Proposer's pricing must be equal to or better than pricing Proposer offers other similarly situated customers under similar circumstances, including those offered to other purchasing cooperatives. Pricing that is not considered equal or better could result in the Proposal being determined non-competitive and not considered for award.

Unless specified otherwise in this Proposal Invitation:

(a) A "cost plus" Proposal will not be accepted;
(b) Proposer will not include freight, transportation and delivery charges or costs, or sales tax in Proposal pricing. (Freight, transportation and delivery charges, if applicable, are to be pre-paid by the awarded Vendor and, subject to section E.5 (Packaging, Transportation, and Delivery) of these Terms and Conditions, included as a separate item on the invoice to the ordering Cooperative member);
(c) Proposal pricing must include the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions; and
(d) Proposal pricing must be firm for acceptance and the Cooperative's period for acceptance will be at least 120 calendar days from the Proposal Due Date.

If Vendor is awarded a Contract, updates to pricing during the Contract term shall only be permitted in accordance with the requirements of section E.4 (Awarded Pricing) of these Terms and Conditions. Discount percentages off catalogs or pricelists must remain firm for the full Contract term.

3. Quality

Unless otherwise indicated in this Proposal Invitation, proposed products must be new and in first class condition, and must be warranted in the same manner and to the same extent as normally provided to other customers of Proposer. Additionally, proposed products must conform to the highest standards of manufacturing practice, including, for all tangible goods included in this Proposal Invitation, containers suitable for shipment and storage. Unless otherwise specified, "factory seconds," "refurbished", or otherwise inferior items are not acceptable. All services must comply with applicable industry standards.

4. Deviations from Item Specifications or General Terms and Conditions

Other than a deviation submitted in writing with the Proposal and **accepted by the Cooperative**, the Cooperative will hold Vendor accountable to the Cooperative and Cooperative members to perform in strict accordance with these Terms and Conditions and the item specifications as written. (For requirements for ancillary agreements between Cooperative members and Vendors for specific purchases, see section D.2 (Applicable Terms and Conditions; Ancillary Agreements).)

Vendor must clearly note and explain in detail any and all limitations, exceptions, qualifications, special conditions, or other deviations (collectively "deviations") from these Terms and Conditions or any of the item specifications in the Proposal on the Deviation and Compliance form (or an attachment thereto) at the time the Proposal is submitted. Deviations must be specific to these Terms and Conditions or the item specifications and clearly identify the specific section or item to which the deviation applies. The Cooperative shall not be deemed to have accepted, and a Contract shall not be subject to, any term or condition included in Vendor's Proposal which differs from these Terms and Conditions unless Vendor has specifically identified the deviation on the Deviation and Compliance form and the deviation is accepted by the Cooperative.

The submission of a deviation or deviations may place Vendor at a competitive disadvantage or otherwise prevent the Cooperative from considering the Proposal on the affected item(s).

The following Terms and Conditions are not subject to deviation. Any attempted deviation by Vendor to such Terms and Conditions, whether directly or indirectly, shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:

(a) Section B.9, Requirements of the Texas Public Information Act; Confidential Information;
(b) Section B.12, Certifications;
(c) Section D.2, Applicable Terms and Conditions; Ancillary Agreements;
(d) Section E.6.b, Payments;
(e) Section E.11, BuyBoard Vendor Information and Reporting of Cooperative Member Purchases
(f) Section E.12, Service Fee;
(g) Section E.13, Disclaimer of Warranty and Limitation of Liability;
(h) Section E.14, Sales Tax;
(i) Section E.15, Use of BuyBoard Logo and Trade Name;
(j) Section E.16, Indemnification;
(k) Section E.17, Intellectual Property Infringement;
(l) Section E.18, Remedies for Default and Termination of Contract;
(m) Section E.19, Force Majeure;
(n) Section F., Miscellaneous, including all subsections (F.1-F.12) thereto.

Further, any deviation by Vendor which, directly or indirectly, seeks to add terms or requirements substantively similar to the following shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:

(a) Any deviation seeking to supersede these Terms and Conditions with Vendor's own agreement form, standard agreement, or terms and conditions;
(b) Any deviation seeking to require the Cooperative, Cooperative Administrator, or any Cooperative member to indemnify or hold harmless Vendor.

The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Vendor(s) regarding any submitted deviation(s), consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

5. Addenda

Any interpretation, correction or change to this Proposal Invitation will be made by written addendum, and updated information contained in an addendum will prevail over the information contained in the original Proposal Invitation or a previous addendum. The Cooperative, by and through the Cooperative Administrator, is the sole authority for the issuance of any addendum, and any communication related to this Proposal Invitation that is not from the Cooperative is invalid. Although the Cooperative may provide electronic notification when an addendum has been issued and the changes will be flagged, it is Vendor's responsibility to monitor the BuyBoard vendor website for possible addenda and incorporate any posted addendum into the Proposal. Vendor must acknowledge each addendum in accordance with the instructions accompanying the addendum.

6. Samples

For any commodities included in this Proposal Invitation, the Cooperative, by and through the Cooperative Administrator, or Cooperative member may request a product sample. Proposer must furnish the requested sample at no cost to the Cooperative, Cooperative Administrator, or requesting Cooperative member, as applicable. The Cooperative Administrator or requesting Cooperative member must receive the sample within such reasonable specified time as requested. The submitted sample must be labeled with the Proposal Invitation name and number, item number, product identification number, and Vendor's name. Vendor's failure to submit a sample when requested will result in the product in question not being considered for award to Vendor.

The Cooperative Administrator or Cooperative member may retain samples for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination or testing and if Vendor has included a written return request with a submitted sample, the Cooperative Administrator or Cooperative member will return samples to Vendor at Vendor's expense. Notwithstanding the foregoing, the Cooperative Administrator or Cooperative member may permanently retain samples submitted by awarded Vendors for the purpose of determining that the quality and workmanship of awarded products delivered to Cooperative members is comparable to the samples. Neither the Cooperative, the Cooperative Administrator, nor a requesting Cooperative member will be liable for samples that are damaged, destroyed or consumed during examination or testing.

7. Proposal on All or Certain Items; Service Regions

Unless otherwise specified, Vendor may propose on any or all items. Vendor should answer all questions related to each item on which Vendor wishes to propose and indicate "No Bid" for those items on which Vendor does not wish to propose. Failure to complete any item in the specifications will be deemed a no bid on that item. The Cooperative will consider items individually and make awards on each item independently, except for related items for which compatibility will be an element of consideration. In such cases, small groups of items may be considered as a unit.

Vendor's Proposal shall specify the regions and/or states that Vendor proposes to serve by completing the appropriate Proposal forms. Vendor shall specify only those regions or states for which Vendor is authorized either under applicable law and/or by the manufacturer to sell the proposed products. If Vendor proposes multiple products, and the regions or states which the Vendor is able to serve and proposes to serve differ by product, Vendor must specify the specific regions or states by product in its Proposal. **A Vendor may not select a region or state in its Proposal where Vendor is unable or unauthorized to sell a proposed product. If it is determined that a Vendor is unable, unauthorized, or refuses to provide any awarded product(s) or service(s) in a region or state specified in Vendor's Proposal, such inability, lack of authorization, or refusal shall be an event of default and subject to all remedies up to and including termination of Vendor's Contract.**

8. "All or Nothing" Awards

Unless otherwise indicated in this Proposal Invitation, "all or nothing" Proposals are **not** acceptable and will be rejected. Vendor must be willing to accept a partial award for any combination of the items or services proposed and must be willing to share the business with any other successful Proposers.

9. Requirements of the Texas Public Information Act; Confidential Information

(a) Vendor Compliance.

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Proposal Invitation and any awarded Contract, and Vendor agrees that the Contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

Pursuant to Texas Government Code Sections 552.371 and 552.372, to the extent the Contract or any Purchase Order thereunder has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by a governmental body or results in the expenditure of at least $1 million in public funds for the purchase of goods or services by a governmental body in a fiscal year of the governmental body, Vendor shall:

1) preserve all contracting information, as defined in Texas Government Code Section 552.003(7) ("Contracting Information"), related to the Contract or any Cooperative member Purchase Order thereunder as provided by the records retention requirements applicable to the governmental body for the duration of the Contract (including any Purchase Order thereunder);

2) promptly provide to the Cooperative or Cooperative member, as applicable, any Contracting Information related to the Contract that is in the custody or possession of Vendor on request of the Cooperative or Cooperative member; and

3) on completion of the Contract (including any Purchase Order thereunder), either:
   (A) provide at no cost to the Cooperative or Cooperative member, as applicable, all Contracting Information related to the Contract (including any Purchase Order) that is in the custody or possession of Vendor; or
   (B) preserve the Contracting Information related to the Contract (including any Purchase Order thereunder) as provided by the record retention requirements applicable to the Cooperative or Cooperative member, as applicable.

The Cooperative may not accept a Proposal or award a Contract to a Vendor that the Cooperative has determined has knowingly or intentionally failed to comply with Texas Government Code Chapter 552, Subchapter J, in a previous Proposal or Contract unless the Cooperative determines and documents that Vendor has taken adequate steps to ensure future compliance with the requirements of said Subchapter.

(b) Confidential/Proprietary Information.
Proposer must clearly identify information in the Proposal that Proposer considers proprietary or confidential by completing the Confidential/Proprietary Information form. Further, for any other information provided by Vendor to the Cooperative after Contract award (updated catalogs or pricelists, Vendor information, etc.), Vendor shall clearly mark and identify any information that Vendor considers proprietary or confidential. The Cooperative will treat such information as confidential only to the extent allowable under the Texas Public Information Act (Chapter 552 of the Texas Government Code) or similar disclosure law.

If Vendor fails to properly identify information that the Vendor considers proprietary or confidential, the Cooperative shall have no obligation to 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 laws. **The Cooperative and its Administrator will not be responsible for Vendor's failure to clearly identify information Vendor considers confidential or proprietary.** Vendor may be notified of a third-party request for information that Proposer has identified in the Confidential/Proprietary Information form as proprietary or confidential when required by the Texas Public Information Act or similar disclosure law.

By submitting a Proposal, Vendor acknowledges that the Cooperative and the Cooperative Administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

10. Certain Professional Services Excluded

Neither this Proposal Invitation nor any Contract includes services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

11. Withdrawal or Modification of Proposal

Vendor may withdraw or modify a submitted Proposal **prior to the Proposal Due Date and time** specified in this Proposal Invitation. A Proposal may be withdrawn only in strict accordance with this section.

Electronic Proposals Submissions: A Proposal submitted electronically through a website designated by the Cooperative for submission of electronic proposals may be withdrawn or modified prior to the Proposal Due Date and time through the same electronic proposal submission website. Vendor's login to the electronic proposal submission website shall be used to verify Vendor's identity. Vendor shall be solely responsible for ensuring only authorized use of its login, following all website instructions, and ensuring that the Proposal is properly withdrawn or modified prior to the Proposal Due Date and time.

Hard Copy Submissions: If a Vendor submitted a Proposal in hard copy electronic format via mail or in person, rather than electronic submission through the designated website, Proposer must submit a written request to the Cooperative Administrator to withdraw the Proposal. The request to withdraw must be signed by an individual authorized to enter into contracts on Vendor's behalf and indicate the individual's title. If the Cooperative Administrator has any question or doubt regarding Vendor's identity or the identity of its Proposal, withdrawal will not be allowed. If the Cooperative Administrator, decides to allow the withdrawal, Vendor's duly authorized representative may be required to complete and sign a written receipt satisfactory to the Cooperative Administrator before the proposal will be released. The decision of the Cooperative Administrator relating to matters concerning withdrawal of a Proposal is final.

A Vendor may resubmit a withdrawn Proposal, or submit a new Proposal, up until the Proposal Due Date and time, provided any new submission meets the requirements of this Proposal Invitation. If Vendor resubmits a Proposal that was withdrawn and makes any change to any document in the Proposal package, the change must be made in accordance with the Cooperative's instructions for Proposal submissions, and Vendor will be deemed to have authorized such change.

Proposals that are in the Cooperative's possession (including Proposals submitted through an electronic proposal submission website designated by the Cooperative) at the Proposal Due Date and time shall be deemed final, conclusive, and irrevocable; and no Proposal will be subject to withdrawal, amendment, or correction by a Vendor after the Proposal Due Date and time specified in this Proposal Invitation. However, pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions), the Cooperative reserves the right, in its sole discretion, to seek clarification, communicate and resolve issues around deviations that were submitted in a Proposal, consistent with general procurement principles of fair competition.

12. Certifications

The Proposer's Acceptance and Agreement and Proposal Acknowledgements forms, which are fundamental to and incorporated into this Proposal Invitation, require Vendor to certify to certain matters. Pursuant to and in accordance with such forms, and in addition to the matters set forth therein, Vendor certifies to the following with respect to this Proposal Invitation, the Proposal, and any Contract awarded under this Proposal Invitation.

(a) Non-Collusion Certification

Vendor agrees and certifies to the following, and understands that the penalty for violating this non-collusion certification will be the immediate disqualification of Vendor's Proposal or, if the violation is revealed after Contract award, any remedies allowed by law or the Contract including termination of Vendor's Contract:

1) Neither Vendor nor any business entity represented by Vendor has received compensation for participation in the preparation of the item specifications or these Terms and Conditions related to this Proposal Invitation;
2) The Proposal has been arrived at independently and is submitted without collusion with any other Vendor, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any Proposer an unfair advantage over any other Proposer with respect to the Proposal;
3) Vendor has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the Cooperative or any of its members in connection with any information or submission related to the Proposal, any recommendation, decision, vote, or award related to the Proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to the Proposal;
4) Neither Vendor, nor any business entity represented by Vendor, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to the Proposal, and the Proposal has not been knowingly disclosed, and will not be knowingly disclosed, to any other Proposer, competitor, or potential competitor prior to the opening of Proposals; and
5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a Proposal.

(b) Certification Regarding Ethics, Fair Competition, and Other Matters
Vendor agrees and certifies to the following:

1) Vendor has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with the Proposal;
2) Vendor has a high degree of integrity and business ethics, and a satisfactory record of performance;
3) Vendor is an authorized dealer, distributor, or manufacturer for the products or services offered in the Proposal for each region or state Vendor proposes to serve in the Proposal;
4) Vendor has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from submitting its Proposal and Vendor would in no other way whatsoever be disqualified to propose or receive any award or Contract related to this Proposal Invitation, and Vendor will comply with any reasonable request from the Cooperative to supply information sufficient to substantiate the foregoing representations;
5) Vendor has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under this Contract;
6) The prices, prompt payment discount terms, delivery terms, distribution allowances and the quality and/or performance (including warranties) of the product or services offered in the Proposal are and will remain the same or better than those offered Vendor's similarly situated customers under similar circumstances, including those offered through other purchasing cooperatives;
7) All pricing offered in the Proposal is and will remain fair and reasonable considering general market pricing for similar goods or services. Vendor has not and will not seek to engage in price gouging or price manipulation including, but not limited to, submitting artificially low pricing in pricelists, catalogs, or other pricing submitted with the Proposal or quotes to Cooperative members in an attempt to secure a Contract or Purchase Order and subsequently attempting to increase such proposed pricing citing market pricing;
8) The products and services offered in the Proposal represent the full and complete products and services Vendor seeks to provide if awarded a Contract. If awarded, except as permitted by Section E.8 (Product Updates and Substitutions) of the Terms and Conditions, Vendor will be limited to awarded products and services included in the Proposal and will not seek to sell non-awarded items using the Contract.
9) The Proposal complies with all federal, state, and local laws concerning these types of products or services, and Vendor will continue to comply with any applicable federal, state, and local laws related to Vendor's activities in connection with the Contract;
10) Vendor will comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Texas Government Code;
11) Vendor will maintain, at Vendor's expense, any insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or its agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law; and
12) Any false statement contained in the Proposal is a material breach of contract which will void the Proposal or any resulting Contract, and subject Vendor to removal from all proposal lists, and possible criminal prosecution.

13. Proposal Signatures
Vendor must submit its Proposal in strict accordance with the Cooperative's instructions, including having an officer duly authorized by Vendor execute the Proposal. By signing, the signatory warrants that he or she has read and agrees to the terms of the Proposal and is authorized to execute same as a legally binding act of Vendor. A facsimile or electronic signature will be deemed an original.

14. No Reimbursement

Vendor understands and acknowledges the Cooperative will not reimburse or pay Vendor for any expenses Vendor incurs in preparing its Proposal or providing additional information required in connection with the Proposal.

C. Proposal Evaluation

1. General

A Proposal submitted in accordance with this Proposal Invitation will initially be considered for award; however, initial consideration of a Proposal will not constitute an assessment of its meeting the necessary qualifications, and a Proposal may be disqualified at any time during the evaluation process for failure to meet any other terms or conditions contained anywhere else in this Proposal Invitation.

2. Best Value Criteria

The Cooperative evaluates Proposals on the basis of best value to Cooperative members. In evaluating Proposals and determining best value for all Cooperative members, the Cooperative will consider the following criteria:

Best Value Criteria		Maximum Points
1	Price Competitiveness	45
2	Vendor Past Performance	15
3	Vendor Reputation for Goods and Services	15
4	Financial and Technical Resources	15
5	Capability of Servicing Cooperative Members	5
6	Any other relevant factor or requirement listed in this Proposal Invitation	5
TOTAL		100

The Cooperative's evaluation may include Vendor's responses to the forms and other attachments or information included with a Proposal or associated with this Proposal Invitation, including but not limited to Vendor's responses to the Proposal Invitation Questionnaire, as well as any other information at its disposal deemed relevant by the Cooperative in its sole discretion. Only responsive Proposals will be evaluated. Failure to include all required information may result in a Proposal being deemed non-responsive.

As a general matter, the Cooperative seeks to make competitive and indefinite quantity awards to Proposers that give the same or better discounts/pricing than they give their best governmental clients and can provide best value to Cooperative members. Proposers should provide competitive pricing that is the same or better than the pricing provided their best governmental clients. Each Proposal is evaluated on its own merit and determined to be fair and reasonable, including by comparing the price/discounts that Vendor offers other governmental clients.

If this Proposal Invitation requires discount pricing, discount practices may be examined and evaluated, in the Cooperative's sole discretion, based on historical data, sales information, discounts granted to other governmental clients, and/or other market research techniques. The Cooperative may award Contracts to multiple Proposers supplying comparable products or services, also known as a multiple award schedule, or award the Contract to a single Proposer. The Cooperative's decision to make multiple awards or a single award will be based upon the Cooperative's sole discretion regarding the type of award that provides best value to all Cooperative members.

In regard to Vendor past performance, among other factors, the Cooperative may consider a Vendor's breach of contractual obligation on any other active or prior Cooperative contract awarded to Vendor including, but not limited to, nonpayment of service fees by Vendor, its parent company or affiliates and/or Vendor's failure to generate any minimum amount specified in a prior-awarded Cooperative contract.

The Proposal Invitation may also require Proposers to provide certain information in the Proposal Forms for which the Cooperative does not evaluate the Proposer's responses as part of the award criteria set out in this Section C.2. The Cooperative requests such information because it may be relevant to federal, state or local procurement law or other requirements that apply to various Cooperative members. (Cooperative members may also require and request Vendors provide additional certifications and information to meet the Cooperative member's specific procurement requirements prior to making purchases under an awarded Contract.) This information, which will be made available to Cooperative members with respect to awarded Vendors, includes the following:

(a) Resident/Nonresident Certification;
(b) Vendor Employment Certification;
(c) Historically Underutilized Business Certification
(d) EDGAR Vendor Certification.

3. Cooperative Board Decision

The Cooperative reserves the right to waive any or all irregularities, formalities, or other technicalities and to be the sole and independent judge of quality and suitability of any products or services offered. The Cooperative may accept or reject a Proposal in its entirety or may reject any part of a Proposal without affecting the remainder of that Proposal and may award individual items in this Proposal Invitation in any combination or in any way that provides best value to Cooperative members based on the criteria set out in section C.2 (Best Value Criteria) of these Terms and Conditions. The Cooperative may use all means and information at the collective disposal of the Cooperative, Cooperative Administrator, and Cooperative members to evaluate Proposals. The final decision as to the best overall offer(s), including as to pricing and suitability of the proposed products or services to meet the needs of and provide best value to Cooperative members, rests solely with the Cooperative's Board of Trustees.

The Board's decision may be protested only in accordance with the Board's protest procedure policy, which is available from the Cooperative Administrator upon written request. Pursuant to the Board's protest procedure policy, a protest challenging the terms, conditions or form of notice of this Proposal Invitation and accompanying documentation must be received by the Cooperative no later than 5:00 p.m. CST the fifth business day before the Proposal opening date, and a protest challenging an award decision, including proposal evaluations, no later than 5:00 p.m. CST the fifth business day after the award is posted on the BuyBoard vendor website.

D. Contract Award

1. Notice of Award and Related Matters

A Proposal is an offer by Vendor to contract with the Cooperative and Cooperative members in accordance with this Proposal Invitation, including without limitation the item specifications and these Terms and Conditions. A Proposal does not become a Contract unless and until the Proposal is accepted by the Cooperative through the issuance of a written Notice of Award to a successful Proposer, whereupon the Contract becomes binding and enforceable. The Contract may then be utilized by a Cooperative member by the member issuing a Purchase Order for the awarded products or services. Vendor must honor all Purchase Orders issued by Cooperative members during the Contract term in accordance with these Terms and Conditions. The Cooperative may maintain Vendor's contract documents in electronic format for the duration of the Contract term.

The Cooperative reserves the right to allow awarded Vendors to add additional service regions, at the Awarded Pricing, to the Vendor's Contract during the Contract term.

As provided for in detail in section E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases), all Purchase Orders must be processed through the BuyBoard. All deliveries and financial transactions related to the Purchase Order will occur directly between Vendor and the ordering Cooperative member. As provided for in detail in section E.11(c) (Vendor Invoices), Vendor must provide copies of Vendor Invoices for Cooperative member purchases to the Cooperative Administrator.

2. Applicable Terms and Conditions; Ancillary Agreements

By submitting a Proposal, Vendor specifically agrees that these Terms and Conditions shall apply, subject to any deviations properly submitted by Proposer and **approved by the Cooperative** in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions). Following award, Vendor shall not seek to impose on a Cooperative member additional terms, conditions, or ancillary agreements that are inconsistent with, or intended to supersede, the Contract Terms and Conditions. Further, Cooperative members and Vendors do not have the authority to modify these Terms and Conditions.

However, nothing herein shall prevent the Cooperative member and Vendor from negotiating additional ancillary terms applicable to a specific purchase or purchases, consistent with the requirements of these Terms and Conditions, including but not limited to:

(a) Detailed product or service requirements for the specific Cooperative member purchase;
(b) Product delivery times and requirements for the specific Cooperative member purchase;
(c) Performance and/or payment bonds from Vendor as may be required by law or policy or deemed necessary or appropriate by the Cooperative member;
(d) Requirements for Vendor to carry and provide proof of insurance as may be required by law or policy or as deemed necessary or appropriate by the Cooperative member;
(e) Requirements for background checks at Vendor's expense on Vendor employees who will have direct contact with students or staff, or for other reasons;
(f) Other requirements applicable to the purchase as may be required by law, local policy, or deemed necessary or appropriate by the Cooperative member.

Any ancillary terms between a Cooperative member and Vendor must be in writing and signed by a representative of the Cooperative member with all necessary authority to accept the agreement and bind the Cooperative member. All risk of confirming proper authority shall lie with Vendor.

By submitting a Proposal, Vendor understands and acknowledges that Cooperative members are governmental entities, and any provision in any ancillary agreement which requires the Cooperative member to indemnify or hold harmless Vendor, or any other provision not allowed by the laws applicable to the purchasing Cooperative member, shall be void and of no effect. Vendor further acknowledges and agrees that, notwithstanding anything in any ancillary agreement, including a product warranty, to the contrary, the laws applicable to such agreement shall be the laws of the state in which the Cooperative member is located. This provision supersedes any provision in any ancillary agreement to the contrary.

Any attempt by Vendor to deviate from this section in Vendor's Proposal shall be deemed rejected. Further, any attempt by an awarded Vendor to impose terms and conditions on a Cooperative member that are inconsistent with the requirements of this section shall be an event of default under the Contract and subject to all remedies up to and including termination of Vendor's Contract.

Nothing in any ancillary agreement between a Cooperative member and Vendor shall affect the Terms and Conditions of the Contract as between the Cooperative and Vendor.

3. Piggyback Contract and Other Entity Clause

It is the Cooperative's intent that other governmental entities throughout the United States, as well as the administrator's nonprofit entity BuyBoard subscribers, have the opportunity to purchase the goods or services awarded under the Contract at the same pricing and according to these Terms and Conditions, subject to applicable state law, through a piggy-back award or similar agreement. To the extent applicable, Vendor must offer and sell the awarded goods and services to such other organizations and entities in accordance with Vendor's Proposal, including without limitation the State Service Designation form and the National Purchasing Cooperative Vendor Award Agreement.

E. Contract Performance

1. Contract Term

(a) Term. The term of the Contract is for the initial term stated in this Proposal Invitation, which term begins on the date specified in the Notice of Award. Unless otherwise stated in this Proposal Invitation, the Contract may be renewed for two additional one-year terms as provided for in this section E.1. In the event the Contract term will expire before the Cooperative awards a successor contract for the categories of awarded products or services, the Contract may be extended beyond the expiration date on a month-to-month basis, or such other term as determined by the Cooperative, upon the agreement of the Cooperative and Vendor, provided that the Awarded Pricing does not increase during such extension. A reference to "Contract term" in these Terms and Conditions means the initial term and any renewal term.

(b) Survival. The Contract shall govern the Vendor's and the Cooperative member's rights and obligations with respect to any Purchase Order issued during the Contract term and afterwards with respect to any Purchase Order or purchase bound by the Cooperative member for specified goods or services **before** the Contract award period ended. This includes, but is not limited to, the Vendor's obligations to pay to the Cooperative all applicable service fees as required by section E.12 (Service Fees) of these Terms and Conditions for such Purchase Orders.

(c) Renewals. Vendor has no right to or vested interest in a Contract renewal. The Cooperative will evaluate the Contract award prior to the expiration of the then current Contract term (initial or renewal) and reserves the right to not renew the Contract based on factors that may include, but are not limited to, the annual amount of business, Vendor's performance (including, but not limited to, compliance with the Terms and Conditions), and the continued provision of best value to Cooperative members. With respect to annual amount of business, Vendor must generate the minimum amount specified in the General Information document associated with this Proposal Invitation through the Contract, during both the initial and the first renewal term, or may not be offered a second renewal term. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations. A renewal must be agreed to by the Cooperative and Vendor. Vendor must promptly, and before the start of the renewal term, notify the Cooperative in writing if Vendor does not accept a renewal offered by the Cooperative or Vendor will have been deemed to have accepted the renewal.

2. Prevailing Wages, Bonding and Insurance Requirements

Vendor must comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon and/or state or local law, including but not limited to Chapter 2258 of the Texas Government Code.

Vendor must provide any applicable performance and payment bonds as required by law, including but not limited to Chapter 2253 of the Texas Government Code, or as requested by a Cooperative member.

Vendor must maintain appropriate and sufficient insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect Vendor and the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided by law.

3. Awarded Items Only May Be Sold; Conformity to Item Specifications

If awarded a Contract, Vendor may only offer under the Contract those products and services included in Vendor's Proposal and awarded to Vendor by the Cooperative ("Awarded Items"). For awards based on catalogs or pricelists, Awarded Items shall include only those items within the specification category or categories awarded to Vendor that were included in the catalog(s) or pricelist(s) submitted with Vendor's Proposal or as updated when and if permitted

by section E.8 (Product Updates and Substitutions). Any attempt by Vendor to sell items other than Awarded Items under the Contract shall be an event of default under the Contract.

Vendor warrants that the Awarded Items Vendor provides under the Contract will conform to the item specifications and other requirements of this Proposal Invitation (except to the extent and as specifically noted as deviations in Vendor's Proposal), and will be free from all defects in material, workmanship and title. Vendor further warrants that (i) Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, and/or licenses necessary for lawful performance of Vendor's obligations under the Contract; (ii) Vendor will comply with all applicable state, federal and local laws, rules, and regulations in regard to Awarded Items, and (iii) all Awarded Items provided under the Contract meet all applicable legal standards and requirements, including OSHA standards and regulations, and that any electrical items bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories.

If Vendor provides a product that does not conform to an item specification, including delivering a product other than the specific brand and model of the product awarded, the ordering Cooperative member may reject the product when delivered and terminate the Purchase Order, at no cost or penalty to the member.

If Awarded Items include chemicals or other products that customarily require Material Safety Data Sheets (MSDS), Vendor must include the MSDS with the first shipment of the product to a Cooperative member during the Contract term. Vendor must provide additional MSDSs to Cooperative members upon request, promptly and at no additional cost.

4. Awarded Pricing

Awarded pricing shall be based on the line item or unit pricing, discount off catalog or pricelist, not-to-exceed hourly labor rates, or other pricing structure as set forth in the Proposal Invitation, submitted in Vendor's Proposal, and approved by the Cooperative ("Awarded Pricing"). Except as provided in this section E.4 or otherwise in this Proposal Invitation, Vendor shall hold Awarded Pricing firm during the Contract term.

(a) Price Increases

Except as expressly permitted by these Terms and Conditions, Vendor has no contractual right to make price increases during the Contract term. The Cooperative reserves the right to reject any or all price increases it deems not representing best value to Cooperative members.

1) Line Item/Unit Pricing

Unless otherwise provided in the Proposal Invitation, for awards based on not-to-exceed line item or unit pricing, Vendor may submit updated pricing reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

(A) No price increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award.
(B) Unless otherwise provided in the Proposal Invitation or approved by the Cooperative Administrator in writing, Vendor shall be required to keep the Awarded Pricing firm for the first year of the Contract Term; thereafter, Vendor may submit updated pricing no more frequently than annually for each subsequent year of the Contract Term.
(C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
(D) Information on price increases must be provided in such format as may reasonably be required by the Cooperative Administrator;
(E) All price increases must be supported by manufacturer price changes or similar market changes; and
(F) Updated pricing must be limited to Awarded Items or the updated pricing may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to included non-awarded items in updated pricing as an attempt to sell non-awarded items which is an event of default under the Contract.

2) Discount Off Catalog or Pricelist
For awards based on discount off catalog or pricelist, Vendor shall hold all awarded discount percentages firm during the Contract term. However, Vendor may submit updated pricelists or catalogs reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

(A) No catalog or pricelist price increases, including website-based catalogs or pricelists, will be permitted or accepted between the time of Vendor's Proposal submission and Contract award;
(B) Following Contract award, Vendor may submit updated pricelists or catalogs to the BuyBoard no more frequently than 180 days from the date of Vendor's last pricelist or catalog unless otherwise provided in the Proposal invitation or otherwise approved by the Cooperative Administrator in writing;
(C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
(D) Pricelists or catalogs must be provided in such format as may reasonably be required by the Cooperative Administrator;
(E) All price increases must be supported by manufacturer price changes or similar market changes; and
(F) Updated pricelists or catalogs must be limited to Awarded Items or the pricelist/catalog may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to include non-awarded items in updated pricelists/catalogs as an attempt to sell non-awarded items which is an event of default under the Contract.

3) Labor Rates
Unless otherwise provided in the Proposal Invitation, for Awarded Pricing based on not to exceed hourly labor rates, Vendor may not increase Awarded Pricing during the Contract term unless changes to prevailing wage rates under state, local, or federal law applicable to the work to be performed support higher rates. In such event, the Vendor must notify the Cooperative and, upon request, promptly provide such documentation as the Cooperative may require to support the requested labor rate increase. Unless required by law, no rate increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award. Following Contract award, Vendor may submit updated labor rates no more frequently than 180 days from Vendors last hourly labor rate submission unless otherwise provided in the Proposal Invitation, otherwise approved by the Cooperative administrator in writing, or otherwise required by law.

For Awarded Pricing based on a coefficient to be applied to a unit price book, coefficients shall remain firm for the full Contract Term and are not subject to change.

(d) Price Decreases
Regardless of the pricing method specified, in the event Vendor decreases the price of awarded products or services below the Awarded Pricing for Vendor's other customers in similar market circumstances, Vendor must offer such decreased pricing to Cooperative members under the Contract.

Further, Cooperative members may negotiate with Vendor, through the BuyBoard request for quotes (RFQ) function or otherwise, to obtain lower prices for Awarded Items based on volume or other factors. Nothing herein shall prohibit Vendor from offering pricing lower than the Awarded Pricing.

(e) Exceeding Awarded Pricing Prohibited
If it is determined that a Vendor has sold Awarded Items to Cooperative members through the Contract at a price higher than the applicable Awarded Pricing, Vendor shall be in default of its Contract and subject to all remedies up to and including termination.

(f) Service Fee Included in Awarded Pricing
Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing.

5. Packaging, Transportation, and Delivery

Unless otherwise provided for in this Proposal Invitation, all tangible goods included in this Proposal Invitation must be packaged in containers that are new, appropriately designed for the product, and sturdy enough to protect the product during loading, transit, unloading, and storage, and be suitably packed to secure the lowest transportation costs. Products for which palletizing is appropriate must be delivered on standard and industry acceptable pallets for the products to be delivered in good, serviceable condition.

Vendor is responsible for paying all freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member, and for the risk of loss until the product is delivered to and accepted by the Cooperative member. Freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member are to be prepaid by Vendor. Vendor may collect the actual amount of such charges after delivery and acceptance, provided that the charges (a) are reasonable, (b) were disclosed to the Cooperative member, if requested, and in all instances in which the charges exceed ten percent (10%) of the total cost of the order, prior to shipment; (c) are itemized and shown separately on the member's invoice; and (d) are supported by appropriate documentation submitted with the invoice.

Except for items that have hidden defects or that do not meet specifications, title and risk of loss to products pass to a Cooperative member upon the member's actual receipt and acceptance of the product at the point and time of delivery. Unless otherwise noted in the Proposal (as a deviation) or the Purchase Order, Vendor must deliver or provide awarded products or services within 10 business days after receipt of a Cooperative member's Purchase Order. Vendor must immediately notify the Cooperative member's primary contact of any anticipated or actual delay and document the notice in writing, and the member may extend the delivery time or cancel the order if the delay is unacceptable. If the Cooperative member has not received notice of the delay as required by this section, the member may, at its discretion, return to Vendor any items received after the due date, at Vendor's expense and without liability or penalty to the member. When the needs of a Cooperative member require immediate response, the right to pick up tangible goods, if part of this Proposal Invitation, on an "over the counter" basis must be available for the majority of the awarded tangible goods. In these circumstances, the Cooperative member's personnel may pick up the products at Vendor's warehouse location. Additionally, a Cooperative member may request emergency delivery, and Vendor must use its best efforts to comply with rush or emergency requests. If Vendor cannot fulfill the emergency delivery requirement, the member may procure the products or services from alternative sources without penalty. Time is of the essence in Vendor's performance of the Contract.

6. Packing Lists, Invoices and Payments

(a) Packing Lists, Vendor Invoices

Packing lists or other suitable shipping documents must accompany each shipment of tangible goods included in this Proposal Invitation and state: (a) Vendor's name and address; (b) Cooperative member's name and address or delivery location; (c) Cooperative member's Purchase Order number; (d) descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, and total number of containers; and (e) copies of all product warranties for the item(s) delivered. Vendor must submit separate invoices, in duplicate, on each Purchase Order after each delivery. Invoices must (a) contain the information stated above; (b) separately itemize any transportation and delivery charges, and include associated documentation; (c) include a properly signed copy of the delivery receipt; and (d) be mailed directly to the ordering Cooperative member. Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing and must not be separately itemized in the invoice.

Vendor shall provide copies of Vendor Invoices to the Cooperative in accordance with the requirements of section E.11(c) (Vendor Invoices).

(b) Payments

Payment by the Cooperative member is due after a Cooperative member's receipt and acceptance of ordered products or services and the documentation identified above, including a complete and correct invoice, in accordance with the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code). A Cooperative member is not responsible for products delivered or invoiced without a valid purchase order number.

A Cooperative member's obligation to Vendor is payable only and solely from funds available for the purpose of the purchase. Lack of funds will render a Cooperative member's Purchase Order null and void to the extent funds are not available and any delivered but unpaid product will be returned to Vendor. Neither the Cooperative nor TASB is liable or responsible for any payment owed Vendor by a Cooperative member under the Contract.

7. Product Inspection, Testing, and Defective Items

Products supplied under the Contract must be delivered in the best possible condition, be covered by the product warranties provided by Vendor and/or the product manufacturer to other customers, and are subject to inspection, testing, and approval by the Cooperative or a Cooperative member. Tests may be performed on samples taken from any regular shipment of the product. In the event a tested product fails to meet or exceed all requirements of the item specifications or these Terms and Conditions, Vendor must pay the cost of the samples and/or the testing. Upon receipt of notification from the Cooperative or Cooperative member, Vendor must replace and, for tangible goods, pick up the defective product within five business days or on the next service date, whichever is sooner, without charge for the replacement or delivery. Additionally, the Cooperative or member may dispose of defective products that are not picked up and replaced by Vendor, without cost. Products damaged in shipment are considered defective for purposes of the foregoing. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance of such products. The Cooperative or Cooperative member must have access to Vendor's place of business during normal business hours for the purpose of inspecting any awarded product.

8. Product Updates and Substitutions

Vendor's Proposal must specify the products or services Vendor proposes to provide under each category of the Proposal Invitation specifications. Vendor shall only be permitted to provide those products or services specified in the Proposal for the category or categories under which Vendor is awarded under the Contract. Except as provided in this section E.8, the Cooperative will not accept additions or substitutions to any of the product(s) listed in the Proposal after a Notice of Award has been issued.

(a) Updated Catalogs

If a manufacturer catalog submitted with Vendor's proposal is later updated with products within the same Proposal Invitation category or categories, including new products not previously available in the awarded product category, Vendor may substitute the updated catalog for the awarded product or catalog. Notwithstanding the forgoing, updated catalogs shall **not** be permitted to include any of the following:

1) Items that are outside the category or categories under which Vendor was awarded;
2) Items that, in the reasonable discretion of the Cooperative, do not meet the intent of the awarded specification category;
3) Items that were available in the market at the time of the submission of Vendor's Proposal which Vendor either elected not to include or neglected to include with Vendor's Proposal; or
4) Products from manufacturers or brands not specifically included in Vendor's Proposal in the applicable specification category.

(b) Substitutes

If an awarded product or catalog of products is discontinued by the manufacturer and the same manufacturer offers an equivalent replacement product or catalog, Vendor may substitute the replacement product or catalog for the awarded product or catalog.

Vendor shall submit all reasonable supporting documentation requested by the Cooperative Administrator regarding any catalog updates or product or catalog substitutions. The Cooperative, by and through the Cooperative Administrator, reserves the right to reject, in its sole discretion, any catalog updates or product or catalog substitutions.

9. Product and Service Guarantees and Warranties

Vendor shall extend such warranties on Awarded Items, including the installation thereof if such installation is provided by Vendor, as are normally provided to other customers of Vendor. All services shall be performed in a good and workmanlike manner consistent with industry standards. Unless a deviation is submitted by the Vendor with its proposal and accepted by the Cooperative pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions) or unless a different warranty is required by a Cooperative member Purchase Order or ancillary agreement, a minimum of a 90-day product or service guaranty or the manufacturer's standard commercial warranty, whichever is greater, will apply to all awarded products and services. At a minimum, all product warranties must provide for replacement of defective merchandise, parts, and labor, and include pick-up of the defective merchandise from the location specified by the Cooperative member and delivery of the replacement(s) to the same location. In addition, such warranty shall include curing any defects in connection with any Vendor installation of the product at no additional cost to the member. The warranty period is effective from the date the Cooperative member accepts the product or the date the service is completed and accepted by the Cooperative member. No waiver of implied warranties shall be effective unless explicitly approved by a Cooperative member in writing in accordance with section D.2 (Applicable Terms and Conditions; Ancillary Agreements).

Vendor shall respond to any reasonable requests for information from the Cooperative, the Cooperative Administrator, or a Cooperative member pertaining to concerns regarding public health or safety in relation to Awarded Items and provide such documentation as may be reasonably requested. In the event of any product recalls affecting Awarded Items, Vendor shall notify the Cooperative Administrator and any Cooperative members who made purchases from Vendor for such recalled products in writing as soon as practicable of the recall and proposed action. At a minimum and without waiving any other requirements under the Contract, law, or Cooperative member Purchase Order or ancillary agreement, Vendor shall be required to take all action required by law or greater remedy as may be offered by Vendor to other customers with respect to recalled products, including but not limited to, prompt replacement and/or refunds.

10. Multiple Distribution Centers, Single Point of Contact, and Designated Dealers

If tangible goods are included as part of Vendor's Awarded Items and Vendor delivers products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan must carry or have timely access to all Awarded Items and must be able to respond to orders in a timely manner. Except as expressly permitted in this Proposal Invitation, product substitutions are not allowed, and the involvement of multiple distribution centers does not alter any restriction against product substitution.

The Cooperative and Cooperative members will have **one Vendor contact person** for overall contract management relative to the Contract, even if Vendor uses multiple distribution centers or designated dealers, and the Cooperative and its members will not be required to deal with multiple Vendor contacts for overall contract management.

If Vendor is a manufacturer that sells products through a dealer network, Vendor may request to designate a dealer or multiple dealers ("Designated Dealer" or "Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf by completing and submitting to the Cooperative Administrator the information required on the Manufacturer Dealer Designation form contained in the Proposal Invitation and, if requested, such other information as the Cooperative Administrator may reasonably require.

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 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. Vendor shall remain responsible and liable for all obligations under the Contract and the

performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract. Vendor shall 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.

Further, Vendor acknowledges and agrees that, if Vendor opts to submit Designated Dealers under the Contract, Vendor is responsible for ensuring the accuracy, maintenance, and updating of the Designated Dealer information provided to the Cooperative and ensuring and confirming such information has been received by the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. Vendor authorizes the Cooperative Administrator, in its sole discretion, to list any Vendor Designated Dealers on the BuyBoard website and authorizes the Designated Dealer(s) 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.

11. BuyBoard Vendor Information and Reporting of Cooperative Member Purchases

(a) BuyBoard Website and Vendor Information

The awarded Contract will be posted on the BuyBoard website as an online marketplace. By submitting a Proposal, Vendor consents to the posting of all Proposal and product information provided by Vendor including, but not limited to, Vendor's Proposal, contact information, product catalogs, and product pricing on the BuyBoard website for Cooperative members. Vendor further authorizes the Cooperative, the Cooperative Administrator, and any third-party contractor providing services for the BuyBoard website to receive and relay such information to Cooperative members electronically, including via electronic punch out from the BuyBoard website.

Posting of Vendor information on the BuyBoard website or other relay of Vendor information by the Cooperative to Cooperative members shall be for the convenience of Cooperative members and Vendors only and shall not be deemed a contractual obligation or duty on the part of the Cooperative. Whether and when to post information to the BuyBoard website shall be in the sole discretion of the Cooperative. To the extent Vendor pricing or catalog information is posted on the BuyBoard website and Vendor subsequently submits updated pricing or catalog information in accordance with sections E.4 or E.8 of the Terms and Conditions, as applicable, the Cooperative Administrator shall have a reasonable time (which in no event shall be less than 10 business days, and may be longer depending on circumstances) to review the information and, if accepted in accordance with the Terms and Conditions, update the information. Vendor shall continue to honor all prior pricing and catalogs and shall not be permitted to sell products or services to Cooperative members using updated pricing or catalog information until all required information has been received and updated by the Cooperative Administrator. It is the responsibility of Vendor to timely provide all pricing and catalog information in the format required by the Cooperative Administrator and respond to requests for additional information from the Cooperative Administrator to avoid delays in information being updated. As provided in sections E.4 and E.8 of these Terms and Conditions, the Cooperative reserves the right to reject any or all price increases or catalog updates.

Neither the Cooperative nor the Cooperative Administrator shall be liable to any party for information provided by Vendor or for any errors in Vendor information posted to the BuyBoard website or relayed to Cooperative members. Vendor shall be fully responsible and liable to the Cooperative, the Cooperative Administrator, and Cooperative members for all information provided by Vendor related to the Proposal Invitation, Contract and/or for posting on the BuyBoard website including, but not limited to, catalogs and pricelists. Vendor shall not upload, enter, or submit any information that may infringe the intellectual property rights of any third party or that contains software viruses or any other code, files, or programs that may damage or disrupt any software,

hardware, or equipment. To the extent Vendor discovers any error in information on the BuyBoard website, Vendor shall promptly advise the Cooperative Administrator in writing at contractadmin@buyboard.com. Vendor shall also confirm the accuracy of all product and pricing information in Purchase Orders prior to acceptance and promptly notify the Cooperative member and Cooperative of any potential errors.

By submitting a Proposal, Vendor certifies that Vendor has read the BuyBoard Technical Requirements contained in this Proposal Invitation and, if awarded a Contract, will comply with all requirements therein except as specifically indicated by Vendor in the Acknowledgement of BuyBoard Technical Requirements form. To the extent Vendor has acknowledged the ability to comply with the BuyBoard Technical Requirements, Vendor's subsequent failure or refusal to comply shall be deemed an event of default under the Contract. To the extent Vendor is unable to meet the applicable BuyBoard Technical Requirements, Vendor acknowledges that, if awarded a Contract, information available on the BuyBoard for Vendor's awarded products or services may be more limited than other Vendors, 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.

The BuyBoard Technical Requirements may be updated from time to time, and Vendor agrees to use best efforts to comply, if able, with updated requirements.

In using the BuyBoard Website, Vendor agrees to comply with BuyBoard Terms and Conditions of Use and BuyBoard Privacy Policy ("BuyBoard Website Terms") which are available on the website and may be updated from time to time. The BuyBoard Website Terms supplement the Contract. In the event of any conflict between the Contract and the BuyBoard Website Terms, the Contract shall prevail.

(b) Purchase Order Reporting

A Cooperative member may make purchases from Vendor under the Contract by issuing a Purchase Order to procure Awarded Items. **All Purchase Orders generated by or under the Contract must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative Administrator, neither Vendor nor any Vendor Designated Dealer is 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.** To the extent Vendor or Vendor's Designated Dealer receives a Purchase Order directly from a Cooperative member that Vendor has reason to believe has not been received by the Cooperative or processed through the BuyBoard, Vendor shall promptly provide a copy of the Purchase Order to the Cooperative Administrator.

A Vendor may request authorization to self-report Cooperative member purchases by completing the Vendor Request to Self-Report BuyBoard Purchases form included in the Proposal Invitation or such other form as may be required by the Cooperative Administrator. Any request must be submitted in writing and is subject to written approval by the Cooperative Administrator. To the extent that a Vendor is authorized in writing by the Cooperative administrator to self-report Cooperative member purchases under the Contract, Vendor shall be required to comply with all additional terms and conditions imposed by the Cooperative as part of such authorization.

The Cooperative may, from time to time, in its reasonable discretion, provide instructions and modify the procedures for reporting Purchase Orders under the Contract by providing Vendor at least 30 days advance written notice. Vendor acknowledges and agrees that notice provided via electronic mail to the Purchase Order contact designated by Vendor in Vendor's Proposal, or subsequently updated in writing, shall satisfy this requirement. Continued acceptance of Purchase Orders and/or any Contract renewal by Vendor shall constitute acceptance of any modified Purchase Order procedures.

The intent of the Cooperative member to purchase through the Cooperative Contract is paramount. The method or timing of reporting a Purchase Order to the Cooperative shall not alter the nature of the transaction as a BuyBoard purchase or relieve Vendor of the obligation to pay the service fee on such purchase.

Vendor and any Vendor Designated Dealer must maintain the computer and telephone hardware necessary to provide for the electronic receipt of Purchase Orders and pay such costs and fees as may be imposed by a supplier or service provider for the software, equipment and service required to use the BuyBoard.

(c) Vendor Invoices

To further document and report Cooperative member purchases under the Contract, Vendor shall provide the Cooperative with copies of Vendor Invoices for all Cooperative member purchases under the Contract. Vendor shall submit copies or reports of Vendor Invoices to info@buyboard.com promptly upon generation of the invoice. Vendor shall ensure that the Contract number and member Purchase Order number is included with the Vendor Invoice.

In lieu of providing copies of individual Vendor Invoices, Vendor may provide monthly reports of Vendor Invoices to info@buyboard.com no later than the 10th day of the month. The monthly Vendor Invoice reports shall include a list of all invoices billed by Vendor during the preceding month to Cooperative members for purchases under the Contract. Monthly Vendor Invoice reports shall include any and all information reasonably required by and be in such format as may be reasonably required by the Cooperative Administrator. At a minimum, Vendor Invoice reports shall include the Cooperative member name, Purchase Order number, general description of the purchase including Contract number and Contract category under which the purchase was made, and invoice amount.

Vendor agrees to cooperate, and to require any Vendor Designated Dealer(s) to cooperate, with the Cooperative to promptly provide such reasonable information and documentation as the Cooperative Administrator may require regarding Purchase Orders received by Vendor and Vendor Invoices issued by Vendor under the Contract.

12. Service Fee

Vendor must pay the Cooperative the service fee specified in this Proposal Invitation and, unless this Proposal Invitation provides otherwise, the service fee is included in the Awarded Pricing. Except as otherwise provided in this section E.12, Vendor must remit the service fee to the Cooperative in Austin, Texas, within 30 days of the date of each service fee invoice.

Service fees shall be deemed incurred on the date of Vendor's receipt of payment for products or services by the Cooperative member. To the extent that a Vendor disputes any service fee listed in a service fee invoice, including but not limited to assertions that the purchase on which the fee is based has yet to be delivered or paid (e.g. special orders), was canceled by the Cooperative member, or is a duplicate purchase order, the Vendor must notify the Cooperative of the dispute in writing **no later than the 90th day after the original invoice date** ("Dispute Period") by returning a copy of the invoice or statement of outstanding balances to the Cooperative Administrator with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees have been paid by Vendor, any request for a refund must be provided to the Cooperative Administrator in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) or billing agent to cooperate, with the Cooperative Administrator in attempting to reconcile and resolve disputed fees and shall provide such reasonable information and documentation as the Cooperative Administrator may require to review the disputed fees to the satisfaction of the Cooperative Administrator's staff. Any service fees for which the Cooperative Administrator has not received a notice of dispute or request for refund within the Dispute Period as set forth herein shall be deemed conclusively due and owing and no longer subject to dispute or claim for refund.

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board policy on vendor invoicing and collections, which is available from the Cooperative Administrator on request.

A Vendor may designate a billing agent to receive Cooperative service fee invoices on Vendor's behalf. Such designation must be made in writing by an authorized representative of Vendor and properly submitted to the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. However, in so doing, Vendor acknowledges and agrees that such designation shall be for Vendor's convenience only and Vendor

shall remain responsible for all obligations under the Contract, including payment of service fees, and shall remain subject to all remedies for default in payment thereof.

Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated by or under the Contract that are received directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding those Purchase Orders as the Cooperative Administrator may require in its reasonable discretion. Additionally, the Cooperative has the right, upon reasonable written notice, to review Vendor's records pertaining to purchases under the Contract with Cooperative members to verify purchase history and the accuracy of service fees payable from Vendor.

13. Disclaimer of Warranty and Limitation of Liability

THE COOPERATIVE AND TASB (BOTH D/B/A BUYBOARD) DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO THE AVAILABILITY, ACCURACY, CONTENT OR ANY OTHER ASPECT OF ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THE CONTRACT AWARD, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO ANY AND ALL CAUSES OF ACTION ARISING UNDER OR RELATED TO THE CONTRACT, NEITHER THE COOPERATIVE NOR TASB, NOR THEIR RESPECTIVE OFFICERS, BOARD MEMBERS, EMPLOYEES OR AGENTS, IS LIABLE TO VENDOR UNDER ANY CIRCUMSTANCES FOR LOST REVENUE, DATA OR PROFITS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF THE COOPERATIVE AND/OR TASB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY PROVIDED BY LAW, IN NO EVENT WILL THE COOPERATIVE AND/OR TASB'S TOTAL JOINT LIABILIY TO VENDOR EXCEED THE AMOUNT OF THE SERVICE FEE PAID BY VENDOR DURING THE TWELVE MONTHS IMMEDIATELY PRECEEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Neither the Cooperative nor TASB is in any way liable to Vendor for a Cooperative member's performance or nonperformance of the member's obligations under the Contract or Purchase Order.

14. Sales Tax

Cooperative members are governmental entities which are generally exempt by law from the payment of state sales tax and federal excise tax. Vendor may request a Cooperative member to provide a tax exemption certificate, or the member may establish its tax-exempt status by including tax exemption information or tax exemption certificate with the Purchase Order as authorized under law. Vendor is responsible for collecting such taxes, if any, as may be due from a Cooperative member and remitting payment to the appropriate taxing authority.

15. Use of BuyBoard Logo and Trade Name

The BuyBoard trade name and logo are proprietary to TASB and have been specifically licensed by TASB to the Cooperative. Vendor may not use, display, or otherwise distribute the BuyBoard logo or trade name except in strict accordance with the Cooperative's written guidelines posted on the BuyBoard website.

16. Indemnification

Vendor agrees to defend, indemnify, and hold harmless the Cooperative, TASB, and Cooperative members, and their officers, board members, agents and employees, from and against all third-party claims, actions, suits, liability, liens, loss and damage of any character, type, or description, including without limitation all expenses of litigation, court costs and attorney's fees, arising out of or related to (a) injury or death to any person or damage to any property related to the acts of Vendor or its agents, subcontractors, or employees in the execution of or performance under the Contract or a Purchase Order, as applicable; and (b) Vendor's negligence, misconduct, breach of contract or other failure to comply with its obligations in the execution or performance under the Contract or a Purchase Order, as applicable.

17. Intellectual Property Infringement by Vendor

Without limiting the scope of section E.16 (Indemnification) of these Terms and Condition, if any claim is asserted, or action or proceeding brought against the Cooperative, the Cooperative Administrator, or a Cooperative member that alleges that either (1) all or any part of the products or services supplied by Vendor, in the form supplied or modified by Vendor, or its subcontractors pursuant to Vendor's sole directions, or (2) any information provided by Vendor or its designated dealers or agents to a Cooperative member, the Cooperative, or the Cooperative Administrator (including, but not limited to, information submitted by Vendor to the Cooperative or Cooperative Administrator for the BuyBoard website), infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Cooperative, Cooperative Administrator, or Cooperative member upon its awareness, shall give Vendor prompt written notice thereof. Vendor shall defend, and hold the Cooperative, the Cooperative Administrator, and the Cooperative member harmless against any such claim or action and shall indemnify the Cooperative, the Cooperative Administrator, and Cooperative member against any liability, damages and costs resulting from such claim. In addition, if, in any such suit arising from such claim, the continued use of the product for the purpose intended is enjoined by any court of competent jurisdiction, unless otherwise agreed in writing by the Cooperative member, Vendor shall, at its expense and option, either (a) procure for the Cooperative member the right to continue using the product; (b) modify the product so that it becomes non-infringing; (c) replace the product or portions thereof so that it becomes non-infringing; or (d) allow the Cooperative member to return the product or cancel the service and refund the purchase price (less reasonable depreciation for use, if applicable.)

18. Remedies for Default and Termination of Contract

(a) Default and Termination of Cooperative Contract

Except as otherwise provided for in these Terms and Conditions, either party (Cooperative or Vendor) may terminate the Contract in whole or in part in the event of the other party's substantial failure to fulfill its obligations under the Contract through no fault of the terminating party; provided, however, that the defaulting party is given at least 10 business days prior written notice of the default and intent to terminate (delivered by certified mail, return receipt requested, or other method that similarly documents receipt), and, to the extent the default is capable of being cured, a 10 business day opportunity to remedy the default to the satisfaction of the terminating party (or, in the event of default based on Vendor's failure to timely remit the service fee due the Cooperative, such longer cure period as may be established by Cooperative policy.)

At the Cooperative's option and in addition to any other remedies it may have available, the Cooperative may terminate the Contract if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitute grounds for termination:

1) Materially misleading or false statement(s) in Vendor's Proposal;
2) Delivery of product or services that fail to meet the item specifications;
3) Delivery of product or services that are defective or substandard or fail to pass product inspection;
4) Delivery of a product substitution, except as specifically authorized by the Contract;
5) Failure to meet required delivery schedules;
6) Failure to timely supply Awarded Items at the Awarded Pricing;
7) Failure to timely remit any service fee due the Cooperative under the Contract or any other BuyBoard contract with Vendor, its parent company, or affiliates;
8) Failure to provide, within a reasonable time and where required by the Contract, information reasonably requested by the Cooperative or Cooperative Administrator including, but not limited to, information requested under sections E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases) or E.12 (Service Fees) of these Terms and Conditions;
9) Processing a Purchase Order received directly from a Cooperative member, without prior written approval from the Cooperative Administrator;

10) Providing architectural or engineering services under the Contract that must be procured pursuant to the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code);
11) Selling non-awarded products or services under the Contract or any other BuyBoard contract; or
12) Vendor refusal, inability, or loss of ability to offer or provide Awarded Items to Cooperative members in awarded regions or states unless caused by a Force Majeure event pursuant and subject to section E.19 (Force Majeure).

Notwithstanding any other provision of this section E.18, in the event of Vendor's default under or breach of any provision in the Contract, the Cooperative reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Cooperative or necessary or appropriate to protect or provide best value to Cooperative members. Without limiting the scope of the foregoing, the Cooperative, acting by or through the Cooperative Administrator, may temporarily inactivate (suspend) Vendor from the BuyBoard website and as a BuyBoard vendor, suspend or remove any Vendor Designated Dealer, or require removal of an Awarded Item with or without prior notice to Vendor, if the Cooperative or Cooperative Administrator reasonably determines that that there has been a breach under the Contract or any other BuyBoard contract with Vendor, including but not limited to nonpayment of service fees, or that there is a potential policy, public health, or safety issue to warrant such action. The temporary inactivation may remain in effect pending further action or termination of the Contract by the Cooperative. Vendor remains liable for all obligations and responsibilities incurred prior to and during any temporary inactivation and prior to termination, as applicable.

In the event the Cooperative terminates the Contract, in whole or in part, the Cooperative reserves the right to award the terminated Contract, or any portion thereof, to the next Proposer the Cooperative determines to provide best value to Cooperative members. Additionally, the Cooperative may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Vendor shall be liable for any and all damages permitted by law, and any deviation submitted by Vendor in its Proposal seeking to limit Vendor's liability to the Cooperative shall be deemed rejected.

The Cooperative will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

If any delay or failure of performance is caused by a Force Majeure event as described in section E.19 (Force Majeure) of these Terms and Conditions, the Cooperative may, in its sole discretion, terminate the Contract in whole or part, provided such termination complies with the procedures set out above. Any Contract termination resulting from any cause other than a Force Majeure event will be deemed a valid reason for the Cooperative not considering any future proposals from the defaulting Vendor.

In the event a Vendor's Contract is terminated under this section E.18, Vendor shall remain responsible for payment of all service fees to the Cooperative for Awarded Items sold under the Contract to Cooperative members prior to such termination.

(b) Default and Termination of Cooperative Member Purchase

A Cooperative member has no authority to terminate the Contract at the Cooperative level for default. A Cooperative member may terminate a Purchase Order or refuse to accept delivery (1) as provided for in these Terms and Conditions, Cooperative member Purchase Order, or ancillary agreement, or (2) for Vendor's material breach of a term or condition included in the Contract, a Cooperative member Purchase Order, or ancillary agreement. Additionally, to the extent permitted by law, Cooperative members may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Nothing herein shall limit the remedies available to a Cooperative member under applicable law.

A Cooperative member will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

19. Force Majeure

The term Force Majeure includes, but is not limited to, governmental restraints or decrees, provided they affect all companies in Vendor's industry equally and are not actions taken solely against Vendor; acts of God (except natural phenomena, such as rain, wind, or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics or pandemics; riots; war; rebellion; or sabotage.

The Cooperative, Cooperative members, and Vendor are required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred rests on the party seeking relief under this section E.19. The claiming party must promptly notify the other party in writing, citing the details of the Force Majeure event, use due diligence to overcome obstacles to performance created by the Force Majeure event, and resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance of the Contract or a Purchase Order caused solely by a Force Majeure event will be excused for the period of delay caused solely by the Force Majeure event, provided the party claiming the event promptly notifies the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure. The Cooperative will not be responsible for any cost incurred by Vendor because of a Force Majeure event. A Cooperative member will not be responsible for any cost incurred by Vendor because of the Force Majeure event unless an authorized representative of the Cooperative member has requested, in writing, that Vendor incur such cost in connection with any delay or work stoppage caused by the Force Majeure event.

Notwithstanding any other provision of this section E.19, in the event Vendor's performance of its obligations under the Contract is delayed or stopped by a Force Majeure event, the Cooperative may, at its sole option, terminate the Contract in accordance with section E.18 (Remedies for Default and Termination of Contract) of these Terms and Conditions. This section E.19 does not limit or otherwise modify any of the Cooperative's rights as provided elsewhere in the Contract.

F. Miscellaneous

1. Assignment

Vendor may not sell, assign, transfer, convey or subcontract any responsibility or obligation created by the Contract in regard to the Cooperative without the Cooperative's prior written consent. A Vendor wishing to assign, transfer, or convey all or any portion of an awarded Contract shall submit a written request to the Cooperative, preferably at least 60 days before the projected effective date of the assignment and promptly provide such information as the Cooperative may require to process and consider the request.

Approval or denial of an assignment request shall be within the sole discretion of the Cooperative, and a vendor not awarded a Contract through the Proposal Invitation process has no right or vested interest to assignment of an awarded Contract. In determining whether to consent, the Cooperative may consider any relevant factors, including whether the party to which the sale, assignment, transfer, conveyance or subcontract is proposed is bound to and will honor all obligations and responsibilities imposed on Vendor under the Contract, including Awarded Pricing, and the best interest of and value to Cooperative members. Vendor's attempted sale, assignment, transfer, conveyance or subcontracting of any part of the Contract except in compliance with this section F.1 is void and ineffective.

If Vendor ceases distribution of an Awarded Item for any reason during the Contract term, including ceasing distribution in one or more regions or states designated by Vendor in its Texas Regional Service Designation or State Service Designation forms, and the Cooperative determines that continued availability of the product provides best value to Cooperative members, the Cooperative reserves the right to place the manufacturer of such product on the BuyBoard for the remainder of the Contract term for any or all regions or states in which Vendor has ceased distribution, in which event Vendor's Contract for such product will be deemed assigned to the product manufacturer.

2. Notices

Unless otherwise provided for in this Proposal Invitation, any written notice or other communication required by the Contract or by law will be conclusively deemed to have been given and received on the third business day after such written notice has been deposited in the U. S. Mail, properly addressed, and with sufficient postage affixed thereto, provided that actual notice may also be given via electronic mail or in any other manner used in commerce.

If the conclusion of any time period provided for in these Terms and Conditions falls on a weekend or a federal holiday, the conclusion of such time period shall be deemed to be extended until the next business day. Otherwise, references to time periods measured by days shall mean calendar days unless business days are specifically designated.

3. Equal Employment Opportunity (EEO) Disclosures

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which Vendor's primary place of business is located. In accordance with such laws, regulations and executive orders, Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status, disability or genetic information, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies.

4. Applicable Law, Venue and Dispute Resolution

The Contract is governed by and will be construed according to the laws of the State of Texas, including the Uniform Commercial Code (UCC) as adopted in the State of Texas as effective and in force on the date of the Contract. Venue for any litigation concerning the Cooperative or TASB lies in Austin, Travis County, Texas, and venue for any litigation between a Cooperative member and Vendor arising under the Contract lies in the home county of the member. The parties have the mutual affirmative duty to attempt to resolve any disputes that arise under the Contract in good faith at the least possible expense prior to the initiation of any type of judicial or administrative proceeding.

5. Waiver

No claim or right arising out of a breach of the Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. A party's failure to require strict performance of any provision of the Contract does not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision.

6. Interpretation – Parol Evidence

This writing is intended by the parties as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade is relevant to supplement or explain any terms used in the Contract. Acceptance or acquiescence in a course of performance rendered under the Contract is not relevant to and does not determine the meaning of the Contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

7. Right to Assurance
Whenever the Cooperative in good faith has reason to question Vendor's intent to perform, the Cooperative may demand that Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the Cooperative may treat the failure as an anticipatory repudiation of the Contract.

8. Non-Appropriations Clause
Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. A Cooperative member that is a governmental entity (a) reserves the right to rescind a multi-year purchase order or other agreement to purchase products or services under the Contract at the end of the member's fiscal year if it is determined that funding is not available to extend the agreement; and (b) will use its best efforts to attempt to obtain and appropriate funds for payment.

9. Invalid Term or Condition
If any term or condition of the Contract is held invalid or unenforceable, the remainder of the Contract will not be affected and will be valid and enforceable.

10. Remedies Cumulative
The remedies available to the Cooperative, a Cooperative member, or Vendor under this Contract are in addition to any other remedies that may be available under law or in equity.

11. Signatures
Except as otherwise specifically required in these Terms and Conditions, all notices, requests, amendments and other written documentation required or authorized under the Contract may be provided electronically or as an imaged document, and an electronic or facsimile signature shall be deemed an original.

12. Right of Setoff
Any indebtedness or obligation owed by Vendor or Vendor's affiliates to the Cooperative may be appropriated and applied by the Cooperative at any time, and from time to time, on any indebtedness or other obligation owed by the Cooperative to Vendor or Vendor's affiliates, whether such indebtedness or other obligations are now existing or hereafter arise, and whether under the Contract or otherwise. It is further understood and agreed that this right of setoff is in addition to, and not in lieu of, any other right, remedy or recourse which is available to the Cooperative either at law or equity, and that failure to exercise such right of setoff in any instance shall not constitute a waiver of such right.

APPENDIX I
BUYBOARD TECHNICAL REQUIREMENTS

The following are the BuyBoard Technical Requirements, current as of the date indicated at the bottom of this document.

Technical Requirements and Instructions for Vendor Logo Files

Vendor logo files submitted for inclusion on the BuyBoard website must be provided in one of the following formats:

Preferred:
- Minimum longest dimension (width or height): 384 pixels
- Image type: PNG

Other acceptable formats:
- Minimum longest dimension (width or height): 192 pixels
- Image type: JPG, JPEG, WebP

Technical Requirements and Instructions for Vendor Product Details

Following Contract award, Awarded Vendors for commodity items will be expected to promptly provide product details for awarded products in an electronic Excel spreadsheet in the format listed below. (A spreadsheet template will be provided to Vendors after Contract award.)

File Name Format: <VendorName>_<ContractNumber>_<YYYYMMDD>.xlsx (eg. TASB_123-45_20200720.xlsx)

Field Name	Required?	Description	Type	Character Limit
Product Name	Required	The product name. Should be unique to each product. Do not list a product category.	Text	255
Product Description	Required	Product description as might appear in a catalog. Can include specifications, annotations, etc. **Do not include:** -Bullet points -HTML	Text	No limit
Manufacturer Name	Strongly recommended	Name of product manufacturer (or "brand"). If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	125

Manufacturer Product Number	Strongly recommended	Manufacturers product or part number. If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	50
Vendor Product Number	Required	Your product number or SKU. Can be the same as ManufacturerProductNumber if you do not use a separate number or SKU (if you are the manufacturer, or use the same number as the manufacturer).	Text	50
UOM	Required	Measurement that represents a single unit of this product relative to price (eg. EA "each", PK "pack", CS "case", etc). Can be in abbreviated format (ex. EA) or full word format (ex. Each). **This should <u>not</u> be a numeric value.**	Text	10
Vendor Image Url	Strongly recommended	A link to an individual product image. If none exists, leave blank. Link should begin with https://. **Do not provide:** -A link to the home page of your website -A link to a product page or another section of your website If none available, blanks are ok, but strongly recommended to have this information. Product images help sell your product!	Text	1000
List Price	Required	Price per unit of product without BuyBoard discount.Cannot be left blank. **DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.**	Numeric (no currency symbols or formatting, **should be rounded to 2 decimal places**)	N/A
Discount Percent **OR**	One or the other required*	The percentage discount off of List Price, per the Contract.	Percentage-one decimal place max	N/A

Discount Price *You are only required to provide either Discount Percent OR Discount Price. You may provide both if you wish, but at least one must be provided.		Price per unit of product with BuyBoard discount applied. **DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.**	Numeric (no currency symbols or formatting, **should be rounded to 2 decimal places**)	N/A
Vendor Page Url	Optional	A link to an online catalog listing for this product (if available). This is for future use. **Do not provide:** -A link to the home page of your website	Text	1000
Vendor Thumnail Image Url	Optional	A link to a catalog product **thumbnail** image (if available).	Text	1000
Vendor Category	Optional	Your categorization for this product. If this product is nested within categories, please delimit between categories. This information is for future use.	Text	1000
UNSPSC Code	Optional	(https://www.unspsc.org/) if available.	Numeric	N/A
Extended Attributes	Optional	This field is reserved for any additional information which should be used for search indexing for this line item. It could include information on options, colors, sizes, informative notifications, etc.	Text	No limit

***Products must be unique. Duplicate products will not be accepted.** To make a product unique, it must have one of the following:*
1- A unique Vendor Product Number
2- A unique Vendor Product Number + UOM combination
DESIRED RESULT:
Product A - 1234567 - EA (different vendor product numbers)
Product B - 1234568 - EA
-OR-
Product A - 1234567 - EA (same vendor product number, different UOM)
Product B - 1234567 - PK

WRONG:
Product A - 1234567 - EA
Product B - 1234567 - EA

APPENDIX II
ADDITIONAL TERMS AND CONDITIONS FOR BUYBOARD SELF-REPORTING

The following additional terms and conditions shall apply to any approved Vendor Request to Self-Report BuyBoard Purchases:

1. **BuyBoard Contracts Subject to Self-Reporting.** Authorization to self-report shall apply only to a Contract awarded under this Proposal Invitation. To the extent Vendor is awarded on another BuyBoard contract or contracts, separate authorization to self-report for such other contract(s) is required.

2. **Monthly Vendor Reports.** Vendor shall submit reports of Cooperative member purchases monthly to the Cooperative Administrator ("Monthly Vendor Reports"). All Monthly Vendor Reports shall be provided to BuyBoard at contractadmin@buyboard.com no later than the 10th day of the month. The Monthly Vendor Reports shall include a list of all purchase orders completed and invoiced by Vendor during the preceding month for BuyBoard members. Monthly Vendor Reports shall include any and all information reasonably required by, and in such format as may be reasonably required by, the BuyBoard Administrator from time to time. At a minimum, Monthly Vendor Reports shall include:

    i. BuyBoard member name;
    ii. Purchase Order amount;
    iii. Purchase Order number;
    iv. Date Purchase Order submitted to vendor;
    v. Date purchase executed / completed / delivered;
    vi. List of any Purchase Orders on prior Monthly Vendor Report(s) subsequently canceled;
    vii. General description of purchase, including Vendor's awarded BuyBoard contract number and category or categories under which the purchase was made; and
    viii. Final purchase amount total (as invoiced to BuyBoard member);
    ix. Invoice Date.

3. **Reconciling Self-Reported Information and Discrepancies.** BuyBoard may, in its sole discretion, periodically send information to Cooperative members listing all purchases self-reported by Vendor for the Cooperative member and/or request reports from Cooperative members containing purchase order data. If discrepancies are noted or reported by the Cooperative member as a result of such report or otherwise, Vendor agrees to promptly respond and cooperate with the Cooperative and/or Cooperative members to reconcile and correct any discrepancies. Vendor further agrees to promptly respond to requests and comply with any reasonable request for information and documentation by the Cooperative or a Cooperative member to assist in such reconciliation.

4. **Vendor Accounts.** Recognizing that Cooperative members seeking best value may wish to compare pricing from multiple cooperatives when considering individual purchases, the Cooperative expects Vendor to honor any request by a Cooperative member to make a purchase through the Contract and expects that Vendor will not seek to limit or inhibit a Cooperative member from making individual purchases through the purchasing cooperative of its choice, regardless of the Cooperative member establishing an account with Vendor designating BuyBoard as its cooperative.

5. **Vendor Obligation Comply with BuyBoard Contract.** Nothing in an authorization to self-report shall be deemed to waive any of Vendor's obligations under the General Terms and Conditions of the Contract, including but not limited to Vendor's obligations to honor Cooperative member Purchase Orders and pay all service fees on such Purchase Orders. Nothing shall require Cooperative members to utilize Vendor's self-reporting option to make purchases under the Contract. Vendor shall process all Purchase Orders, including any Purchase Orders received directly through the BuyBoard.

6. **Amendment.** These Additional Terms and Conditions for BuyBoard Self-Reporting are subject to amendment by the Cooperative at any time in its sole discretion. BuyBoard shall provide written notice to Vendor of any amendment, and the amendment shall be effective thirty (30) days after the date of the written notice.

7. **Termination of Self-Report Authorization.** The Cooperative may terminate any authorization for Vendor to self-report at any time for any reason, in its sole discretion. Notice of termination, including the effective date of the termination, shall be provided to Vendor in writing. If Vendor at any time wishes to cease self-reporting BuyBoard member purchases, including after receipt of amended self-reporting terms or conditions as provided herein, Vendor shall provide the Cooperative with at least thirty (30) days prior written notice of its request to revoke, listing the effective date of such revocation in the notice. Any termination or revocation of an authorization to self-report shall pertain to Vendor self-reporting only and shall not affect an awarded Vendor's underlying BuyBoard contract.

8. **BuyBoard Contract Terms and Conditions.** Self-reporting is subject to the General Terms and Conditions of the Contract. Unless otherwise indicated, all capitalized terms used herein shall have the same meaning as set forth in the General Terms and Conditions of the Contract.

9. **Assignment.** An authorization to self-report is specific to Vendor and not subject to assignment. In the event a Vendor's awarded Contract is subsequently assigned to another vendor where permitted by the Contract, the Contract assignee must submit its own Vendor Request to Self-Report BuyBoard Purchases and receive approval of such request by the BuyBoard Administrator.

AFFP
Texas Association of School Bo

Affidavit of Publication

STATE OF TEXAS }
COUNTY OF POTTER } SS

Jaime Pipkin, being duly sworn, says:

That she is Multi-Media Account Executive of the Amarillo Globe-News, a daily newspaper of general circulation, printed and published in Amarillo, Potter County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following

July 12, 2022, July 19, 2022

That said newspaper was regularly issued and circulated on those dates.
SIGNED:

Multi-Media Account Executive

Subscribed to and sworn to me this 19th day of July 2022.

Kimberly Dawn Megrew, Notary Public, Potter County, Texas

My commission expires: January 09, 2023

Kimberly Dawn Megrew
My Commission Expires
01/09/2023
ID No. 131847518

00008868 16120328

Texas Association of School Boards/AMA
12007 Research Blvd.
AUSTIN, TX 78759

Texas Association of School Boards

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LOCALiQ
Austin
American-Statesman

PO Box 631667 Cincinnati, OH 45263-1667

PROOF OF PUBLICATION

Tx Assoc Of School Boards
Attn Melonie Perry
Tx Assoc Of School Boards
12007 Research BLVD

Austin TX 78759-2429

STATE OF TEXAS, COUNTIES OF BASTROP, BELL, BLANCO, BURNET, CALDWELL, COMAL, CORYELL, FAYETTE, GILLESPIE, GUADALUPE, HAYS, KERR, LAMPASAS, LEE, LLANO, MILAM, TRAVIS & WILLIAMSON

The Austin American Statesman, a newspaper that is generally circulated in the counties of Bastrop, Bell, Blanco, Burnet, Caldwell, Comal, Coryell, Fayette, Gillespie, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Travis and Williamson, State of Texas, printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

07/12/2022, 07/19/2022

and that the fees charged are legal.
Sworn to and subscribed before on 07/19/2022

Legal Clerk

Notary, State of WI, County of Brown

9/19/25

My commision expires

Publication Cost:	$1716.00	
Order No:	7491710	# of Copies:
Customer No:	742378	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

VICKY FELTY
Notary Public
State of Wisconsin

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JUly 12,19, 2022 7491710

BROWNSVILLE

The Herald

PUBLISHER'S AFFIDAVIT

I Sally Rodriguez, being duly sworn on her oath states that she is a representative of The Brownsville Herald and that the attached notice appeared in the following issues:

Date: July 12, 19, 2022

Acct: 40021292-Texas Asso. Of School Boards

Ticket: 30212638-Request For Proposals

Sally Rodriguez
SALLY RODRIGUEZ

Subscribed and sworn to before me on this the 01st day of August 2022

NOTARY PUBLIC STATE OF TEXAS
SYLVIA A. GONZALEZ
My Notary ID # 126798688
Expires May 19, 2025

Notary Public, Cameron County
State of Texas

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HC MEDIA GROUP
HEARST corporation

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published in Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES, POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to-wit:

TEXAS ASSOCIATION OF SCHOOL 0034211157 HOUC004513224
RAN A LEGAL NOTICE
SIZE BEING: 3 x68 L

Product	Date	Class	Page
HOU Chronicle	Jul 12 2022	Bids and Proposals	B 4
HOU Chronicle	Jul 19 2022	Bids and Proposals	B 4

Victoria Bond

NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this 19th Day of July A.D. 2022

VERONICA TYRONE STOVALL 7163357 NOTARY PUBLIC STATE OF TEXAS EXPIRES FEBRUARY 10, 2024

Veronica Tyrone Stovall

Notary Public in and for the State of Texas

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AFFP
Texas Association of School Bo

Laurie Terry
TEXAS ASSOC OF SCHOOL BOARDS
12007 RESEARCH BLVD
AUSTIN, TX 78759

Affidavit of Publication

State of Wisconsin
County of Brown

I, said Legal Clerk, being duly sworn, says:
That I am the Legal Clerk of the Avalanche-Journal, a daily newspaper of general circulation in the counties of: Cochran, Crosby, Dawson, Floyd, Gaines, Garza, Hale, Hockley, Lamb, Lubbock, Lynn, Motley, Terry, and Yoakum, Texas; printed and published in Lubbock, Lubbock County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

July 12, 2022, July 19, 2022

That said newspaper was regularly issued and circulated on those dates.
SIGNED:

Legal Clerk

Subscribed to and sworn to me this 19th day of July 2022.

Notary Public, State of Wisconsin, County of Brown

My commission expires: 6/30/2025

00000173 16120578 8002115454

AMY KOKOTT
Notary Public
State of Wisconsin

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HEARST

MEDIA SOLUTIONS

San Antonio Express News | ExpressNews.com | mySA.com

SAN ANTONIO EXPRESS - NEWS
AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:
COUNTY OF BEXAR

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared: Geena Garza, who after being duly sworn, says that she is the Bookkeeper of HEARST NEWSPAPERS, LLC - dba: SAN ANTONIO EXPRESS - NEWS, a newspaper published in Bexar County, Texas and that the publication, of which the annexed is a true copy, was published to wit:

Customer ID	Customer	Order ID	Publication	Pub Date
20000624	TEXAS ASSN OF SCHOOL BOARDS	34211090	SAE Express-News	07/12/22
			SAE Express-News	07/19/22

geena garza

Geena Garza
Bookkeeper

Sworn and subscribed to before me, this 20th **day of** July **A.D.** 2022

Notary public in and for the State of Texas

MARK RAYMOND PORTER
Notary Public, State of Texas
Comm. Expires 10-27-2025
Notary ID 133416864

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LEGAL AFFIDAVIT

AD#: 0010372344

State of Oregon,) ss
County of Multnomah)

Bradley Dion being duly sworn, deposes that he/she is principal clerk of Oregonian Media Group; that The Oregonian is a public newspaper published in the city of Portland, with general circulation in Oregon, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

The Oregonian 07/12, 07/19/2022

Principal Clerk of the Publisher

OFFICIAL STAMP
KIMBERLEE WRIGHT O'NEILL
NOTARY PUBLIC-OREGON
COMMISSION NO. 979329
MY COMMISSION EXPIRES SEPTEMBER 24, 2022

Sworn to and subscribed before me this 19th day of July 2022

Notary Public

Texas Association of School Boards

Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

690-23, Energy Saving Lighting Products, 9/15/2022 at 4:00 PM, 4/1/2023 to 3/30/2026

691-23, Water Treatment Chemicals and Pipe Bursting Equipment, 9/22/2022 at 4:00 PM, 4/1/2023 to 3/30/2026

692-23, Software as a Service (SaaS) Products, Cybersecurity Assessments and Related Services, 9/29/2022 at 4:00PM, 4/1/2023 to 3/30/2026

693-23, Background, Fingerprinting, and Drug/Diagnostic Testing Services and Products, 10/13/22 at 4:00PM, 4/1/2023 to 3/30/2026

694-23, Waste/Recycling Containers (Residential/Commercial) and Waste Disposal Services, 10/20/22 at 4:00PM, 4/1/2023 to 3/30/2026

695-23, Traffic Signal Systems and Safety Barrier Products, 10/27/22 at 4:00PM, 4/1/2023 to 3/30/2026

696-23, Radio Communication and Video Recording Products and Services, 11/3/22 at 4:00PM, 4/1/2023 to 3/30/2026

697-23, Driver Training Simulation Equipment and Services, 11/3/22 at 4:00PM, 4/1/2023 to 3/30/2026

698-23, Public Safety and Firehouse Supplies and Equipment, 11/10/22 at 4:00PM, /1/2023 to 3/30/2026

699-23, Oral Interpretation and Written Translation Services, 12/8/22 at 4:00PM, 6/1/2023 to 5/31/2026

700-23, Asphalt Products and Parking/Road Striping Services, 12/15/22 at 4:00PM, 6/1/2023 to 5/31/2026

701-23, Swimming Pool Chemicals, Supplies and Equipment, 12/15/22 at 4:00PM, 6/1/2023 to 5/31/2026

702-23, Library Books, Used Textbooks, and Other Books, 1/12/23 at 4:00PM, 6/1/2023 to 5/31/2026

703-23, Highway Safety and Traffic Control Products, 1/19/23 at 4:00PM, 6/1/2023 to 5/31/2026

704-23, First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment, 1/26/23 at 4:00PM, 6/1/2023 to 5/31/2026

705-23, Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils, 2/2/23, 6/1/2023 to 5/31/2026

706-23, Grounds Maintenance Equipment, Parts, and Supplies, 2/9/23 at 4:00PM, 6/1/2023 to 5/31/2026

707-23, Copy/Office Paper and Toner Supplies, 2/16/22 at 4:00PM, 6/1/2023 to 5/31/2026

"Completed sealed proposals will be received by the Local Government Purchasing Cooperative either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission at Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759 or as set out in the Instructions to Proposers."

NOTE: Proposal Invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

BuyBoard® Cooperative Purchasing
12007 Research Boulevard · Austin, Texas 78759-2439
PH: 800-695-2919 · FAX: 800-211-5454 · www.vendor.buyboard.com

Bonding Regulatory Notice

BuyBoard contract pricing does not include bonding or insurance. Each entity must assess their individual projects to determine the need for bonding and insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy. If required, it is the responsibility of each entity to obtain such bonding and insurance or confirmation of coverage, as applicable, from the vendor.

Also, each entity must assess their individual projects to determine whether the project is subject to prevailing wage rate requirements under the federal Davis Bacon Act or state or local law. If any such requirements apply, it is the responsibility of each entity to take appropriate action to determine compliance by the vendor.

The Texas Professional Services Procurement Act, Chapter 2254 of the Texas Government Code ("Act"), prohibits a governmental entity from using a competitive bid process that initially considers price in the procurement of professional services covered under the Act. "Professional services" under the Act includes, but is not limited to, professional engineering, architecture, accounting, landscape architecture, land surveying, and real estate appraisal services. Additionally, the Texas Interlocal Cooperation Act provides that a governmental entity may not use an interlocal contract with a purchasing cooperative to purchase engineering or architectural services (Texas Government Code, Section 791.011(h)). BuyBoard® contracts do not, and are not intended to, include professional services that must be procured in accordance with the Act. Cooperative members are reminded that they must comply with the Act whenever a contract includes professional services as a component part, and may not procure engineering or architectural services through a BuyBoard contract.

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BUYBOARD PROCUREMENT AND CONSTRUCTION-RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS

Why make purchases using BuyBoard? Purchasing through a cooperative or "interlocal contract" satisfies the Texas law requirement of local governments to seek competitive procurement for the purchase of goods or services. [i] Therefore, you may purchase goods and services from a vendor under Texas law through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction-related services through a BuyBoard contract, such as a Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may, as explained in this Advisory, need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard and should consult your procurement officer and/or legal advisor for specific advice.

What is BuyBoard's Procurement Process? The BuyBoard uses a competitive procurement process to award contracts to vendors for goods and services that the BuyBoard determines, based on an evaluation of multiple criteria, represents the best value for its members.

How does BuyBoard award a contract to a vendor? As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard's proposal invitation (or specifications), the vendor's proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor's proposal. THE PRICE YOU PAY FOR THE GOODS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE. Additionally, the vendor must comply with the BuyBoard contract's general terms and conditions, and any additional terms and conditions that apply to the specific BuyBoard contract, as set out in the proposal invitation.

How does a BuyBoard member make purchases through the BuyBoard contract? You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected goods or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. As stated above, you should consult your procurement officer and/or legal advisor for specific advice.

How do I know that my entity has made a purchase through the BuyBoard?
BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to www.buyboard.com using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.

What should BuyBoard members consider when using BuyBoard for construction-related purchases? While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.

When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value.[ii] This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or may be delegated by the governing body to an individual or committee, with written notice.

- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific goods and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor goods or services from a BuyBoard vendor that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.

- **Architectural or Engineering and Independent Testing services.** If your procurement includes a construction component that requires architectural or engineering services, you must procure those services separately. YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT. Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.[iii]

  - **Architecture.** A new building owned by a political subdivision having construction costs exceeding $100,000 or an alteration or addition to an existing building having construction costs exceeding $50,000 must have architectural plans and specifications prepared by an architect.[iv] (An "alteration" or "addition" for purposes of this requirement requires the removal, relocation, or addition of a wall or partition or the alteration or addition of an exit.)

  - **Engineering.** If the goods or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer.[v] The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost $8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost $20,000 or less.[vi]

  - **Independent Testing**. If acceptance of a facility by a public entity involves independent testing of construction materials engineering and/or verification testing services, the testing services should be procured under the Professional Services Procurement Act, and may not be procured under a BuyBoard contract.

  - **Written Certification.** A local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds $50,000 must designate a person to certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.[vii]

- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed $25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds $100,000, to protect the local government if a contractor fails to complete the project. [viii] Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.

- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. If federal funds are involved, additional requirements may apply. (See the Purchasing with Federal Funds BuyBoard Advisory available on the BuyBoard® website for additional information on purchases with federal funds.) By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.

- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related goods and services under any procurement method, including a purchasing cooperative.

This Advisory is provided for educational purposes only to facilitate a general understanding of the law. This Advisory is neither an exhaustive treatment on the subject nor is it intended to substitute for the advice of an attorney.

For more information about BuyBoard, contact us at 800-695-2919.

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i. Tex. Gov't Code §791.025 and Tex. Local Gov't Code §271.102.
ii. Tex. Ed. Code §44.031(a) (school districts); Tex. Local Gov't Code §252.043(a)(municipalities) and §262.022(5-a) and §262.027(counties)
iii. Tex. Gov't Code §2254.004 and §791.011(h)
iv. Tex. Occ. Code §1051.703
v. Tex. Occ. Code §1001.0031(c)
vi. Tex. Occ. Code §1001.053
vii. Tex. Gov't Code §791.011(j), effective September 1, 2013
viii. Tex. Gov't Code §2253.021(a)

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

February 7, 2023

Sent Via Email: aking@mfas.com

Andy King
Metro Fire Apparatus Specialists, Inc.
17350 SH 249, Suite 250
Houston, TX 77064

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 698-23, Public Safety and Firehouse Supplies and Equipment

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

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

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

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

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

Sincerely,

Leigh A Clover

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

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Public Safety and Firehouse Supplies and Equipment

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

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

Proposal Invitation Number: 698-23

Anticipated Cooperative Board Meeting Date: February 2023

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

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

Metro Fire Apparatus Specialists, Inc
Name of Proposing Company

11/09/2022
Date

17350 SH 249 STE 250
Street Address

Signature of Authorized Company Official

Houston, TX 77064
City, State, Zip

Andy King
Printed Name of Authorized Company Official

7136920911
Telephone Number of Authorized Company Official

Vice President of Operations
Position or Title of Authorized Company Official

7136921591
Fax Number of Authorized Company Official

76-0598763
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: AK

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: AK

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: _____

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: AK

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.]*

Metro Fire will 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: _____

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:

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: AK

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: AMC

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: AK

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: AK

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

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

1. Vendor Violation or Breach of Contract Terms:

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

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

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

2. Termination for Cause or Convenience:

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

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

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

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

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: AK

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: AK

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: AK

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

Metro Fire Apparatus Specialists, Inc.

Company Name

Signature of Authorized Company Official

Andy King VP Operations

Printed Name and Title

11/09/2022

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

Please check (√) one of the following:

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

☐ Other (Specify: _____)

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 76-0598763
(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.)*

Metro Fire Apparatus Specialists, Inc.

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Metro Fire Apparatus Specialists, Inc.

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

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

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

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

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

☐ Other (see instructions) ▸

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

Exempt payee code (if any)

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
17350 SH 249 - Suite 250

6 City, state, and ZIP code
Houston, TX 77064

Requester's name and address (optional)
BuyBoard
P O Box 400
Austin, TX 78767

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			–			–				

or

Employer identification number
7	6	–	0	5	9	8	7	6	3

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** ▸ Jim Mentor | **Date** ▸ 11/07/2022

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: $ EST. 2,000,000.00 . (The period of the 12-month period is SEPTEMBER / OCTOBER). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

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

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

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N		
2. T-PASS (State of Texas)	N		
3. OMNIA Partners	N		
4. Sourcewell (NJPA)	Y		APPARATUS
5. E&I Cooperative	N		
6. Houston-Galveston Area Council (HGAC)	Y	OVER 10	EE08-19 EQUIP FS12-19 APPARATUS
7. Choice Partners	N		
8. The Interlocal Purchasing System (TIPS)	N		
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 (%): 1% to 45% **Proposed Discount (%):** 1% to 50%

Explanation: There is not only one discount, there is a range, pricing will be as favorable to the end user or more so on 698-23 as we were on 603-20.

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.	Laredo, TX	GUILLERMO HEARD	956.718.6000	GHEARD@CI.LAREDO.TX.US	1 TO 50%	DEPENDING ON PRODUCT
2.	Grand Prairie, TX	BILL MURPY	972.237.8300	BMURPHY@GPTX.ORG	1 TO 50%	DEPENDING ON PRODUCT
3.	La Porte, TX	CARL HOLLEY	281.471.5020	HOLEYC@LAPORTETEX.GOV	1 TO 50%	DEPENDING ON PRODUCT
4.	Coppell, TX	KEVIN RICHARDSON	972.304.3512	KRICHARDSON@COPPELLTX.GOV	1 TO 50%	DEPENDING ON PRODUCT
5.	Round Rock, TX	DANNY MARKS	512.671.2779	DMARK@ROUNDROCKTEXAS.GOV	1 TO 50%	DEPENDING ON PRODUCT

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:

Quantity discounts in certain situations can apply, which would result in better pricing to the End user.

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.)

Company Profile

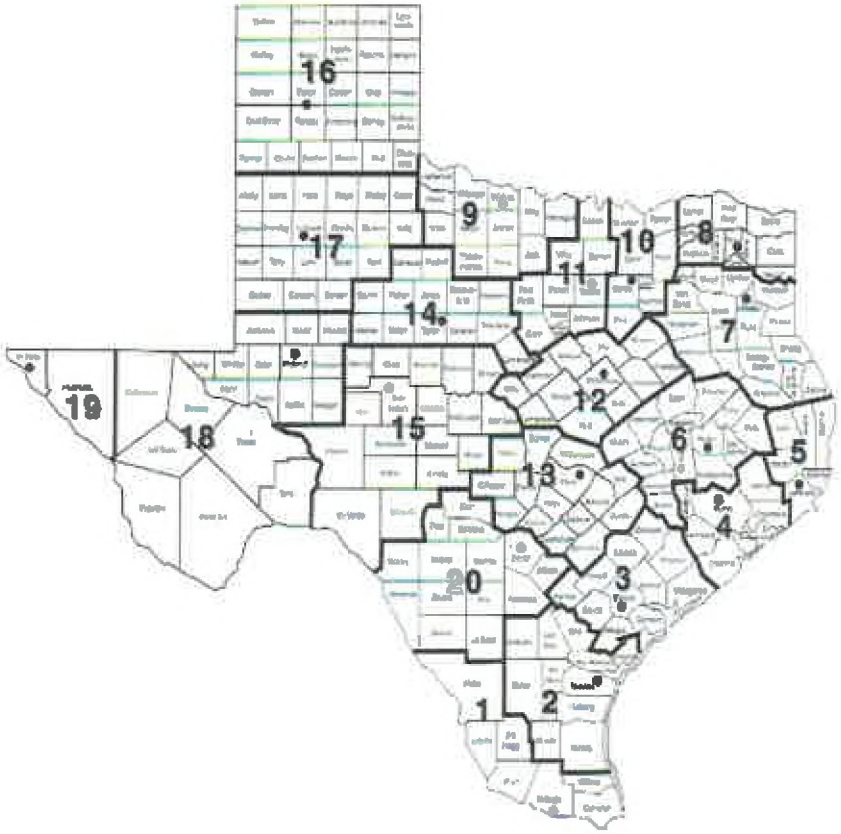
Metro Fire Apparatus Specialists was incorporated in 1999, we are a Texas franchised dealership of Spartan Emergency Fire Apparatus, and Super Vac Trucks. Metro Fire operates 3 fire truck service and warranty facilities across the State, as well as a Make Ready and Fabrication facility. We also distribute a full line of loose equipment from the best brands in the fire service. Our distribution division includes nozzles, hose, PPE, imaging, hand tools and more, including SCBA and compressor sales and service. Metro Fire employs over 20 outside salesmen, 50+ technicians, mechanics, and fabricators, and over 25 sales/service support personnel. Metro Fire is also a licensed convertor and brush truck builder, mostly building on customer supplied Ford, Chevy and Dodge chassis we build custom brush trucks, chief rides, squad units, specialty units, command vehicles and more for customers across the state.

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

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.*

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.

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.

Metro Fire Apparatus Specialists, Inc.
Name of Vendor

Signature of Authorized Company Official

Proposal No. 698-23 for Public Safety and Firehouse Supplies and Equipment
Proposal Invitation Number

Andy King
Printed Name of Authorized Company Official

11/09/2022
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)

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.

Established in 1986, incorporate in 1999. No name changes in that time. At this time Metro Fire is not for sale and there are not plans that would significantly alter our business.

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

Metro Fire is fully staffed with sales, administration and support personnel. Experienced Corporate staff of 11, with branch staff numbering in the range of 2 to 10 per location. Over 20 salesmen in the field and an executive staff that helps oversee all departments. Our total company roster as of 11/09/2022 is 102 employees, more can be found at www.mfas.com.

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 attachment. "BuyBoard Marketing Strategy 698-23"

METRO FIRE
Apparatus Specialists, Inc.
17350 SH 249 Ste 250 Houston, TX 77064 / (713) 692-0911 / (713) 692-1591 fax

November 9, 2022

Regarding: 698-23 Marketing Strategy

To whom it may concern,

Metro Fire's Marketing Strategy will include the following:

1. Educating our outside sales staff of 20 salesmen statewide with the knowledge of this contract and the material to educate their end user customers.

2. Posting and highlighting the BuyBoard logo on our website as an indicator that we are a contracting member of the co-op.

3. Direct mailers highlighting certain products that are on the BuyBoard contract, for example TFT, Paratech and Fire-Dex.

In addition to the strategy above we will also continue to educate our customers of Buy Board. Our customers appreciate that Buy Board is Texas based and easy to use as a member.

For any questions or comments please contact Andy King, (713) 692-0911

Andy King

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.

Metro Fire's financial capability is very positive. Our company is in good standing with all suppliers and vendors with excellent payment history. References are certainly available upon request. We are a fully insured, liability, property, casualty, etc. Metro Fire's cash reserves are healthy, sales YTD are up and our backlog is also strong.

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

No.

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

We have not defaulted or failed to complete or delivery work under contract. We have not been terminated from a customer contract in our history.

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

None related to contracts similar to this contract or work.

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

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: _____

PROPOSAL SPECIFICATION SUMMARY

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

PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Section I: Public Safety Supplies and Equipment

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

Section II: Firehouse Supplies and Equipment

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

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

Section III: Installation and Repair Service

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

Metro Fire Apparatus Specialists, Inc. Information

Contact:	Andy King, VP-Operations
Address:	17350 SH 249 - #250 Houston, TX 77064
Phone:	(713) 692-0911
Fax:	(713) 692-1591
Email:	aking@mfas.com
Web Address:	www.mfas.com

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

Andy King
Signature

aking@mfas.com
Email

Submitted at 11/10/2022 02:49:37 PM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 698-23 Public Safety and Firehouse Supplies and Equipment — BuyBoard Proposal Invitation Documents Signed.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 — Metro Fire Apparatus Specialists, Inc Vendor Price Lists - BuyBoard 698-23 Proposal.pdf

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed — Metro Fire Apparatus Specialists Detailed Information MSRP.pdf

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

Company Profile — Company Profile.docx

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

IRS Form W-9 Request for Taxpayer Identification Number and Certification — W-9 Form - Metro Fire Apparatus Specialists, Inc. - BuyBoard 2022.pdf

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

Response Attachments

Metro Fire Apparatus Specialists Repair and Warranty MSRP SEC_29,30,48,49,50,51 - 11_2022.pdf

Metro Fire Response to Secs. 29,30,47,48,49,50 and 51.

Firecraft 2022 FX Glove MSRP Price List041522.pdf

FireCraft Gloves 2022 MSRP Pricelist

Metro Fire Apparatus Specialists Repair and Warranty MSRP SEC_29,30,48,49,50,51 - 11_2022.pdf

Metro Fire Apparatus Specialists, Inc. Catalog Price List 2022

Council Tool MSRP Price LIst 2022.pdf

Council Tool 2022 MSRP Price List

Bid Attributes

1	**Federal Identification Number** Federal Identification Number 76-0598763
2	**HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification** HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification
3	**No Israel Boycott Certification** A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1). By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification. Yes
4	**No Excluded Nation or Foreign Terrorist Organization Certification** Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.) By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification. Yes

5 MWBE/HUB Status Certification

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

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

6 Minority Owned Business

Minority Owned Business

☐ *Minority Owned Business (Yes)*

7 Women Owned Business

Women Owned Business

☐ *Women Owned Business (Yes)*

8 Service-Disabled Veteran Owned Business

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

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

9 Certification Number

Certification Number

No response

10 Name of Certifying Agency

Certifying Agency

No response

11 Non-MWBE/HUB

My company has NOT been certified as a MWBE/HUB

☑ Non-HUB (Yes)

12 Vendor General Contact Information

Proposal/Contract General Contact Information

13 Vendor Proposal/Contract Contact Name

Vendor Proposal/Contract Contact Name

Andy King

14 Vendor Proposal/Contract Contact E-mail Address

Vendor Proposal/Contract Contact E-mail Address

aking@mfas.com

15 Vendor Proposal/Contract Mailing Address

Vendor Proposal/Contract Mailing Address

17350 SH 249 Suite 250

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

Vendor Proposal/Contact Mailing Address - City

Houston

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

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

TX

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

Vendor Proposal/Contact Mailing Address - Zip Code

77064

19 **Vendor Proposal/Contact Phone Number**

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

713-692-0911

20 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

No response

21 **Company Website**

Company Website (www.XXXXX.com)

www.mfas.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

aking@mfas.com

24 **Purchase Order Contact Name**

Purchase Order Contact Name

Andy King

25 **Purchase Order Contact Phone Number**

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

713-692-0911

26 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

No response

27 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

aking@mfas.com

28 **Alternate Purchase Order Contact Name**

Alternate Purchase Order Contact Name

jminton@mfas.com

29 **Alternate Purchase Order Contact Phone Number**

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

713-724-8610

30 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

31 **Purchase Orders Contact Information**

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

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

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

Yes

32 **Request for Quotes (â€œRFQâ€)**

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

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

Request for Quote (RFQ) E-mail Address

aking@mfas.com

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

Request for Quote (RFQ) Contact Name

Andy King

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

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

713-692-0911

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

jminton@mfas.com

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

Alternate Request for Quote (RFQ) Contact Name

Jim Minton

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

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

7137248610

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

Alternate Request for Quote (RFQ) Contact Extension Number

No response

41 **Invoices**

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

42 **Invoices**

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

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

or

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

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

Service fee invoices and notices direct to company

43 **Invoice Company Name**

Invoice Company Name

Metro Fire Apparatus Specialists, Inc.

44 **Invoice Company Department Name**

Invoice Company Department Name

Accounts Payable

45 **Invoice Contact Name**

Invoice Contact Name

Clark King

46 **Invoice Mailing Address**

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

17350 SH 249 Suite 250

47 **Invoice Mailing Address - City**

Invoice Mailing Address - City

Houston

48 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

TX

49 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

77064

50 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

713-692-0911

51 **Invoice Contact Extension Number**

Invoice Contact Extension Number

No response

52 **Invoice Contact Fax Number**

Invoice Contact Fax Number (xxx-xxx-xxxx)

713-692-1591

53 **Invoice Contact E-mail Address**

Invoice Contact E-mail

cking@mfas.com

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

Invoice Contact Alternate E-mail Address

aking@mfas.com

55 **Billing Agent Company Name**

Billing Agent Company Name

No response

56 **Billing Agent Department Name**

Billing Agent Department Name

No response

57 **Billing Agent Contact Name**

Billing Agent Contact Name

No response

58 **Billing Agent Mailing Address**

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

No response

59 **Billing Agent Mailing Address - City**

Billing Agent Mailing Address - City

No response

60 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

No response

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

Billing Agent Mailing Address - Zip Code

No response

62 **Billing Agent Contact Phone Number**

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

No response

63 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

No response

64 **Billing Agent Fax Number**

Billing Agent Fax Number

No response

65 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

No response

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

Billing Agent Alternative E-mail Address

No response

67 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Prepaid and Add to Invoice

68 **Payment Terms**

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

Net 30 Days

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

Vendor's Internal/Assigned Reference/Quote Number

No response

70 **State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

No response

71 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

72 **Credit Card Payments**

Are credit card payments acceptable to your company?

Yes

73 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

74 **Company Name**

Company Name

Metro Fire Apparatus Specialis

75 **Texas Regional Service Designation**

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

All Regions

76 **Region 1**

Region 1 - Edinburg

☐ *Region 1 (1)*

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

89 **Region 14**

Region 14 - Abilene

☐ *Region 14 (14)*

90 **Region 15**

Region 15 - San Angelo

☐ *Region 15 (15)*

91 **Region 16**

Region 16 - Amarillo

☐ *Region 16 (16)*

92 **Region 17**

Region 17 - Lubbock

☐ *Region 17 (17)*

93 **Region 18**

Region 18 - Midland

☐ *Region 18 (18)*

94 **Region 19**

Region 19 - El Paso

☐ *Region 19 (19)*

95 **Region 20**

Region 20 - San Antonio

☐ *Region 20 (20)*

96 **State Service Designation**

State Service Designation - Refer to Form in Proposal Invitation.

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

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*

97 **Company Name**

Company Name

Metro Fire Apparatus Specialis

98	**State Service Designation** **Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.** I will not serve all states in the United States
99	**Alabama** Alabama ☐ *Alabama (AL)*
100	**Alaska** Alaska ☐ *Alaska (AK)*
101	**Arizona** Arizona ☐ *Arizona (AZ)*
102	**Arkansas** Arkansas ☐ *Arkansas (AR)*
103	**California** California (Public Contract Code 20118 & 20652) ☐ *California (CA)*
104	**Colorado** Colorado ☐ *Colorado (CO)*
105	**Connecticut** Connecticut ☐ *Connecticut (CT)*
106	**Delaware** Delaware ☐ *Delaware (DE)*
107	**District of Columbia** District of Columbia ☐ *District of Columbia (DC)*
108	**Florida** Florida ☐ *Florida (FL)*
109	**Georgia** Georgia ☐ *Georgia (GA)*

110	**Hawaii** Hawaii ☐ *Hawaii (HI)*
111	**Idaho** Idaho ☐ *Idaho (ID)*
112	**Illinois** Illinois ☐ *Illinois (IL)*
113	**Indiana** Indiana ☐ *Indiana (IN)*
114	**Iowa** Iowa ☐ *Iowa (IA)*
115	**Kansas** Kansas ☐ *Kansas (KS)*
116	**Kentucky** Kentucky ☐ *Kentucky (KY)*
117	**Louisiana** Louisiana ☐ *Louisiana (LA)*
118	**Maine** Maine ☐ *Maine (ME)*
119	**Maryland** Maryland ☐ *Maryland (MD)*
120	**Massachusetts** Massachusetts ☐ *Massachusetts (MA)*
121	**Michigan** Michigan ☐ *Michigan (MI)*

122	**Minnesota** Minnesota ☐ *Minnesota (MN)*
123	**Mississippi** Mississippi ☐ *Mississippi (MS)*
124	**Missouri** Missouri ☐ *Missouri (MO)*
125	**Montana** Montana ☐ *Montana (MT)*
126	**Nebraska** Nebraska ☐ *Nebraska (NE)*
127	**Nevada** Nevada ☐ *Nevada (NV)*
128	**New Hampshire** New Hampshire ☐ *New Hampshire (NH)*
129	**New Jersey** New Jersey ☐ *New Jersey (NJ)*
130	**New Mexico** New Mexico ☐ *New Mexico (NM)*
131	**New York** New York ☐ *New York (NY)*
132	**North Carolina** North Carolina ☐ *North Carolina (NC)*
133	**North Dakota** North Dakota ☐ *North Dakota (ND)*

134	**Ohio** Ohio ☐ *Ohio (OH)*
135	**Oklahoma** Oklahoma ☐ *Oklahoma (OK)*
136	**Oregon** Oregon ☐ *Oregon (OR)*
137	**Pennsylvania** Pennsylvania ☐ *Pennsylvania (PA)*
138	**Rhode Island** Rhode Island ☐ *Rhode Island (RI)*
139	**South Carolina** South Carolina ☐ *South Carolina (SC)*
140	**South Dakota** South Dakota ☐ *South Dakota (SD)*
141	**Tennessee** Tennessee ☐ *Tennessee (TN)*
142	**Texas** Texas ☐ *Texas (TX)*
143	**Utah** Utah ☐ *Utah (UT)*
144	**Vermont** Vermont ☐ *Vermont (VT)*
145	**Virginia** Virginia ☐ *Virginia (VA)*

146	**Washington** Washington ☐ *Washington (WA)*
147	**West Virginia** West Virginia ☐ *West Virginia (WV)*
148	**Wisconsin** Wisconsin ☐ *Wisconsin (WI)*
149	**Wyoming** Wyoming ☐ *Wyoming (WY)*

Bid Lines

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

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

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

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

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

Total: 2%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

Paratech

Alternate 1

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

Total: 1%

Item Attributes

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

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

Broco-Rankin

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

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

Total: 10%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

-

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

Streamlight

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

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

Total: 1%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

Fire Ninja

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

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

Total: 4%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

Kussmaul

Alternate 1

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

Total: 2%

Item Attributes

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

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

FireTech

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

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

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

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

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

Total: 7%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

Bullard

Alternate 1

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

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".

FLIR (0% disc to 4% disc)

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

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

Total: 7%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

Bullard

Alternate 1

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

Total: 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".

FLIR (0% disc to-4%disc)

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

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

Total: 41%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

Streamlight (41% disc to 44%)

Alternate 1

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

Total: 1%

Item Attributes

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

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

FoxFury (1% disc -10% disc)

10

Section I: Public Safety Supplies and Equipment

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

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

1
1

Section I: Public Safety Supplies and Equipment

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

Total: 1%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

FoxFury (1% disc to 10% disc)

1
2

Section I: Public Safety Supplies and Equipment

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

Total: 2%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

Paratech

13

Section I: Public Safety Supplies and Equipment

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

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

14

Section I: Public Safety Supplies and Equipment

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

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

15

Section I: Public Safety Supplies and Equipment

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

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

16

Section I: Public Safety Supplies and Equipment

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

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

17

Section I: Public Safety Supplies and Equipment

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

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

18

Section I: Public Safety Supplies and Equipment

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

Total: 0%

Item Notes: PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

MFAS Price List (0%-30%)

Alternate 1

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

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".

Steck

Alternate 2

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

Total: 1%

Item Attributes

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

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

RescueTech

19

Section I: Public Safety Supplies and Equipment

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

Total: 20%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

Lakeland (20% disc - 40% disc)

Alternate 1

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

Total: 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".

HAIX

20

Section I: Public Safety Supplies and Equipment

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

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

21

Section I: Public Safety Supplies and Equipment

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

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

22

Section I: Public Safety Supplies and Equipment

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

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

2
3

Section I: Public Safety Supplies and Equipment

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

Total: 1%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

Fire Ninja

Alternate 1

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

Total: 1%

Item Attributes

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

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

RescueTech

24

Section I: Public Safety Supplies and Equipment

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

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

25

Section I: Public Safety Supplies and Equipment

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

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

26

Section I: Public Safety Supplies and Equipment

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

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

27

Section I: Public Safety Supplies and Equipment

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

Total: 1%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

Bear Training Solutions

28

Section I: Public Safety Supplies and Equipment

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

Total: 2%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

Groves (2% disc to 8% disc)

29

Section I: Public Safety Supplies and Equipment

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

Total: 0%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

Metro Fire

30

Section I: Public Safety Supplies and Equipment

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

Total: 0%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

Metro Fire

31

Section II: Firehouse Supplies and Equipment

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

Total: 30%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

3M Scott (30% disc - 33% disc)

3
2

Section II: Firehouse Supplies and Equipment

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

Total: 10%

Item Notes: PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

HAIX

Alternate 1

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

Total: 3%

Item Attributes

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

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

R&B Fabrications

Alternate 2

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

Total: 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".

Bullard (5% disc to 30% disc)

Alternate 3

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

Total: 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".

Lakeland (5% disc to 25% disc)

Alternate 4

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

Total: 2%

Item Attributes

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

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

FireCraft Gloves

33

Section II: Firehouse Supplies and Equipment

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

Total: 25%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

Lakeland

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

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

No Bid

Item Notes: PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

35

Section II: Firehouse Supplies and Equipment

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

Total: 2%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

David Clark

36

Section II: Firehouse Supplies and Equipment

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

Total: 2%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

Metro Fire Pricelist (2%-25%)

37

Section II: Firehouse Supplies and Equipment

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

Total: 41%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

Streamlight (41% disc - 44%)

Alternate 1

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

Total: 1%

Item Attributes

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

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

FoxFury (1% disc - 10% disc)

Alternate 2

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

Total: 3%

Item Attributes

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

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

Super Vac Command Light

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

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

Total: 3%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

FireTech

39

Section II: Firehouse Supplies and Equipment

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

Total: 7%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

Paratech

Alternate 1

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

Total: 22%

Item Attributes

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

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

Super Vac

Alternate 2

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

Total: 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".

Metro Fire Pricelist (0%-25%)

40

Section II: Firehouse Supplies and Equipment

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

Total: 20%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

Lakeland (20% disc - 40%)

Alternate 1

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

Total: 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".

HAIX

Alternate 2

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

Total: 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".

Metro Fire Pricelist (0% - 25%

41

Section II: Firehouse Supplies and Equipment

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

Total: 2%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

GfG

Alternate 1

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Gas Detection Devices, Cameras, and Systems. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%

Item Attributes

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

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

Teledyne

4 2 **Section II: Firehouse Supplies and Equipment**

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

Total: 23%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

TFT

Alternate 1

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

Total: 38%

Item Attributes

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

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

Key Hose

Alternate 2

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

Total: 15%

Item Attributes

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

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

Kochek (15% disc to 25%)

Alternate 3

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

Total: 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".

New Force

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

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

Total: 15%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

Perimeter Solutions

Alternate 1

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

Total: 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".

Johnson Control (5% to 12%)

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

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

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

45

Section II: Firehouse Supplies and Equipment

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

Total: 5%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

Super Vac

Alternate 1

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

Total: 1%

Item Attributes

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

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

Bear Training Solutions

Alternate 2

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

Total: 3%

Item Attributes

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

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

Unifire

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

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

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

No response

47

Section II: Firehouse Supplies and Equipment

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

Total: 0%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

Metro Fire Pricelist (0%-25%)

Alternate 1

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

Total: 1%

Item Attributes

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

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

Groves (1% disc to 8% disc)

Alternate 2

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

Total: 1%

Item Attributes

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

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

Arctic

Alternate 3

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

Total: 5%

Item Attributes

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

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

Tempest (5% disc to 12%)

Alternate 4

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

Total: 20%

Item Attributes

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

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

Council Tools

48

Section II: Firehouse Supplies and Equipment

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

Total: 0%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

Metro Fire Pricelist

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

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

Total: 0%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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

Item Attributes

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

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

Metro Fire Pricelist

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

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

Quantity: 1 UOM: Hourly Labor Rate Price: $175.00 Total: $175.00

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

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

Quantity: 1 UOM: Hourly Labor Rate Price: $175.00 Total: $175.00

Response Total: $350.00

METRO FIRE
APPARATUS SPECIALISTS, INC.

2022

Fire & Safety

Equipment Repair Parts

Pricelist

All Public Safety Equipment Repair Parts will be offered at the Manufacturer's latest MSRP price schedule with no discount offered.

www.mfas.com 713-692-0911

METRO FIRE
APPARATUS SPECIALISTS, INC.

2022

Fire & Safety

Products Maintenance/Warranty

Pricelist

All product maintenance and warranty will be performed at the Manufacturer's latest published MSRP price and Hourly Labor rate schedule with no discount offered.

www.mfas.com 713-692-0911

METRO FIRE
APPARATUS SPECIALISTS, INC.

2022

Firehouse Equipment Repair Parts Pricelist

All Firehouse Equipment Repair Parts will be offered at the Manufacturer's latest MSRP price schedule with no discount offered.

www.mfas.com 713-692-0911

METRO FIRE
APPARATUS SPECIALISTS, INC.

2022

Firehouse Equipment & Products Maintenance/Warranty Pricelist

All product maintenance and warranty will be performed at the Manufacturer's latest published MSRP price and Hourly Labor rate schedule with no discount offered.

www.mfas.com 713-692-0911

METRO FIRE
APPARATUS SPECIALISTS, INC.

2022

Hourly Rate for Installation/Repair of Public Safety Equipment & Products

Pricelist

All product installation and repair rate shall be performed at an hourly rate of $175.00 per hour with no additional discount offered.

www.mfas.com 713-692-0911

METRO FIRE
APPARATUS SPECIALISTS, INC.

2022

Hourly Rate for Installation/Repair of Firehouse Equipment & Products

Pricelist

All product installation and repair rate shall be performed at an hourly rate of $175.00 per hour with no additional discount offered.

www.mfas.com 713-692-0911

BuyBoard Vendor Contract Information Summary

Vendor	Metro Fire Apparatus Specialists, Inc.
Contact	Andy King
Phone	713-692-0911
Email	aking@mfas.com
Vendor Website	www.mfas.com
TIN	76-0598763
Address Line 1	17350 State Hwy 249 Ste 250
Vendor City	Houston
Vendor Zip	77064
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 Days
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Prepaid, Add to Invoice
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Public Safety and Firehouse Supplies and Equipment
Contract No.	698-23
Effective	04/01/2023
Expiration	03/31/2026
Accepts RFQs	Yes

10/31/2023 9:56 AM

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

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

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

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Meto Fire Apparatus Specialists, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

N/A Name of Officer

N/A

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

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

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Cleve Jesse Breedlove

Digitally signed by Cleve Jesse Breedlove
DN: cn=Cleve Jesse Breedlove, o, ou, email=geolojess@aol.com, c=US
Date: 2023.11.07 13:52:57 -06'00'

Signature of vendor doing business with the governmental entity

7 November 2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Jarrett Sheldon, Fire Chief
Date:	Tuesday, December 12, 2023
Agenda #:	Consideration and **ACTION** for a Cooperative Purchase Agreement with North America Fire Equipment Co., Inc. dba NAFECO for the Purchase of Turnout Gear and VersaPro from Lion items #033, FIR-CP-24, as budgeted. (Fire Department)

Summary:
We are seeking approval for a Cooperative Purchase Agreement with North America Fire Equipment Co., Inc. to facilitate the acquisition of Turnout Gear and VersaPro from Lion, specifically items #033 and FIR-CP-24. This purchase aligns with our budgetary allocations and is crucial for maintaining the operational readiness of our firefighting personnel. The acquisition of firefighting structural gear is crucial for maintaining the safety and effectiveness of our firefighting personnel during operational activities.

Project Scope and Analysis:
The objective of this project is to procure firefighting structural gear to enhance the safety and operational capabilities of our firefighting personnel. The gear includes Turnout Gear and associated components necessary for structural firefighting operations. The procurement of updated and compliant structural firefighting gear is imperative to ensure the well-being and effectiveness of our firefighting team during emergency response activities.

Funding:

Source: 01-320-713
01-321-713
01-536-713

Amount: $1,900.00
$50,100.00
$10,000.00

Local Contribution if Applicable: N/A
N/A
N/A

Recommendation:
Staff recommends approval for the purchase of structural firefighting gear, which is essential for ensuring the safety and operational effectiveness of our firefighting personnel.

Commission Pillar:
Public Safety, Governance

Attachments:
1. Procurement Analysis NAFECO
2. Cooperative Purchase Agreement and CIQ

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date: Friday, November 3, 2023
To: Mrs. Helen Ramirez, City Manager
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Procurement and Contract Manager
Mr. Jarret Sheldon, Fire Chief

Subject: Agenda Item for the City Commission meeting of Tuesday, November 7, 2023 "Consideration and Action for the "Purchase of Turnout Gear and VersaPro from Lion items **#033-FIR-CP-24**

At the request of Mr. Jarrett Sheldon, Fire Chief, the Procurement Division requested to invoke the "Interlocal contract for cooperative purchasing" clause under Local Government Code Section §791.025 (C) **BUYBOARD Contract 698-23.** (Exhibit B).

Sec. 791.025. CONTRACTS FOR PURCHASES. (c) A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services.

PROCUREMENT SUMMARY: NAFECO, INC. is eligible under this procurement for the purchase of Turnout Gear and VersaPro from Lion items with the approved catalog discount as per the contract. (Exhibit A)

Exhibit "A"

August 31, 2023

Brownsville Fire Department
1150 E. Adams Street
Brownsville, TX 78520

Brownsville Fire Department,

See attached Retail/List Pricing on Turnout Gear and VersaPro from LION. Also attached is the BuyBoard contract #698-23 with the percentage discounts per category off list price.

The areas that apply to the Turnout Gear and VersaPro are highlighted on page 2 of the contract.

If you need any additional information let us know. We look forward to being of service to the Brownsville Fire Department.

Sincerely,

Ronald Woodall
Vice President

LION
ready for action

7200 Poe Ave, Suite 400
Dayton, OH. 45414

Phn 800-421-2926
Fax 877-803-1032

RETAIL

Department:	Dealer Hdqtrs.		
Brownsville Fire Dept Cesar Pedraza 1150 E. Adams St. Brownsville, Texas 78520 United States	NAFECO - TX Gabe Labonte 538 Kerlick New Braunfels, Texas 78130 United States	Reference #	PSGQ21147-D-RE
		Dist Sls Mgr	Phillip Hernandez
		Sales Coord.	Jay Salyers
		Prepared By	Jay Salyers
		Start	
		Expiration	12/31/2023

Document Name **PSGQ21147-D_RETAIL**
Freight Terms
Payment Terms
Shipment ARO
Ship Via

PSGQ21147-D- *Pricing Page: 1*

Ln #	Qty	Description	MFGR Part #	Unit Price	Ext. Price
1		--- RETAIL			
2					
3	30			$3,759.00	$112,770.00
		*** Custom Turnout Coat - 2023 ***			
4		**Coat Model / Design** — **V-Force® Coat** LION® Turnout V-Force® Coat			
5		**Coat Model / Design** — **CVFM/F** MALE 29" (CVFM-29), 30.5" (CVFM-305), 32" (CVFM-32), 33.5" (CVFM-335) & 35" (CVFM-35); FEMALE 29" (CVFF-29) & 32" (CVFF-32) V-Force Coat			
6					
7		**Coat Liner & Moisture Barrier** — **K3 - Vented** Vented Liner, Glide™ face cloth quilted to 2.3 oz NOMEX®/Kevlar® spunlace & 1.5 oz AraFlo® Dri, STEDAIR 3000 PTFE laminated to E89			
8		**Coat Inner Yoke Reinforcement** — **LYR225** (Std) Semper Dri® front and back yokes sewn to coat thermal liners. (RM1377-059) (V-Force)			
9		**Coat Water Well** — **CLW227SZ** (Std) Chambray DWR 2-Layer AraFlo E89 Quilt with Chambray face cloth//StedAir 4000 with 1" elastic wrist shield. Waterwell with zipper liner/shell interface. - V-Fit			

Ln #	Qty	Description	MFGR Part #	Unit Price	Ext. Price
10		**Coat Wristlets** (Std) 8" isodri® over the hand- KEVLAR® / NOMEX® / Spandex® construction	CLW753		
11		**Coat Outer Shell Material** Armor AP, 6.5 oz, KHAKI	Armor AP		
12		**Reflective Trim** 3" Viz-a-V™ Yellow Ventilated Triple Trim for V-Force	CT504PTY		
13		**Drag Rescue Device** (Std) DRD: Firefighter Recovery Harness with 2" welt and 5.25x2.25" flap with rounded corners. 1 piece 1x2" loop for harness storage. 2 pieces 1x2" loop on shell flap closure, 2 pieces 1x2" hook on flap. 1 piece 1.5x2" hook on harness. 1 piece 2x2" loop underneath chest trim for harness storage, 1 pair 1x3.5" self-fabric straps with 1x2" hook and loop. The loop handle shall have a silver retro-reflective LION logo patch.	BHS020		
14		**Coat Shell Attachment** (Std) 1x2" Self Fabric strap w/ 1 end sewn to coat shell & opposite end loose w/ 1 female non-logo snap, 1 male snap on liner centered at bottom rear panel to align w/ the female snap. (Cannot be used on coat where liner is 3" from shell). (Standard on V-Force)	CSA709		
15		**Coat Collar** 3" split self fabric collar with STEDAIR 4000 lined. Zippper for liner attachment. 1.5x4" hook&loop for front closure. V-Fit	CR236SZ		
16		**Collar Flashing** 3" Self fabric, STEDAIR 4000 lined split collar with zipper. Use with CR236 & CR237	CLF221SZ		
17		**Liner Inspection System** (Std) Coat liner inspection system located at center right front of liner, with 1x4" loop. V-Fit coats	CLO208		
18		**MISC. Fasteners** (Std) 1.5x3" hook sewn to right front shell for the Coat Liner Inspection System - V-Fit	MF020		
19		**Coat Cuff Reinforcement** Black Poly-Coated Aramid Cuff Reinforcements with thermoplastic zipper - pin side - V-Fit	CC711Z-BLK		
20		**Coat Elbow Reinforcement** (Std) Black contoured poly coated aramid elbow patches with 1 layer GIC E-88 foam padding. V-FIT	EB513-BLK		
21		**Coat Shoulder Reinforcement** (Std) Self fabric shoulder caps	SC715		
22		**Coat Closure System** 2.5" Storm flap (square corners) with two layers of self-fabric and Stedair 4000, thermo plastic zipper in. Hook&Dee out (Zipper in, (4) 701s on coat front, (4) D-Rings on stormflap) with poly-coated aramid tab for V-Fit coat.	SF257S		
23		**Instructions for Above** >>> SF TO RECEIVE MF027	SPECIAL INSTRUCTIONS		

Ln #	Qty	Description	MFGR Part #	Unit Price	Ext. Price
24		**MISC. Fasteners** — 1 PCA zipper pull for coat closure zipper or facemask pocket zipper (threaded through end of zipper pull and bartacked).	MF027		
25		**Turn-Out Pockets** — (2) 9x8x1.5" semi bellow & handwarmer combination pocket with 6" opening on bellow side, self fabric backer, KEVLAR® twill fully lined all 3 sides inside semi bellow pocket. 1 piece 1x2" loop on pocket & 1 piece 1x2" hook on flap.	HP586		
26		**Item Location for Above** — Front bottom- Left & Right	PKTLOC-FOHL		
27		**Turn-Out Pockets** — 3x7x2" Radio Pocket with polycotton fully lined all 3 sides inside pocket, 1 piece 1.5x3" loop on pocket & 1 piece 1.5x3" hook on flap. Antenna notch on each side of the flap.	RP837		
28		**Item Location for Above** — Chest Left			
29		**Emblem** — 2.5x4.25" Texas State Flag emblem	EM6		
30		**Item Location for Above** — Sleeve Left			
31		**Flashlight Strap** — 1x12" self fabric strap with 1 piece 1x3" hook on one end & 1 piece 1x3" loop on opposite end, strap X-stitched to shell, 2 tacks.	FLS573		
32		**Item Location for Above** — Right Chest 2" above chest trim; FLS510 will be 3" above.			
33		**Flashlight Snap-Hook** — 1x2" 2 layer self fabric 703 flashlite snap holder with 2 bartacks	FLS510		
34		**Item Location for Above** — Right Chest 3" above FLS573.			
35		**Lettering Patches** — 5x18" contoured 2 layer self fabric one line letter patch to be attached to hem of coat.	LP34		
36		**Instructions for Above** — >>> LP34 TO BE BLACK	SPECIAL INSTRUCTIONS		
37		**Lettering Patch Attachment** — (For LP34): There shall be 1.5x18" hook sewn to top edge of 5x18" patch and 1.5x18" loop sewn with while thread through the trim to coat back inside at hem.	LPV13		

Ln #	Qty	Description	MFGR Part #	Unit Price	Ext. Price
38		**Lettering Patch Attachment** (For LP34): 1 male snap at top corners of letter patch & 2 female logo snaps on inside of shell to align with the male snaps = 2 male & 2 female nonlogo snaps.	**LPS6**		
39		**Sewn On Lettering** Sewn On 3" Lime/Yellow 3M™ Scotchlite™ Letters (each line) 6 - 12 Alpha Numeric Name Characters	**LTSL3YNS**		
40		**Lettering** Lettering shall be AS INDICATED ON PO.			
41		**Location for Lettering** On above patch (LP34); 2" OK for long names.			
42		**Sewn On Lettering** Sewn On 2" Lime Yellow 3M™ Scotchlite™ Letters (each line) 6 - 12 Alpha Numeric Name Characters	**LTSL2YNS**		
43		**Lettering** Lettering to read - BROWNSVILLE			
44		**Location for Lettering** Across yoke			
45		**Mic Tab** 1x3" triple layer self fabric mic tab bartacked each end.	**MT503**		
46		**Item Location for Above** Left Chest above Radio Pocket			
47		**Hanger Loop** (Std) 5/8" x 5 1/2" Self fabric hangerloop.	**HL02**		
48					
49	30			$2,485.00	$74,550.00
		*** Custom Turnout Pants - 2023 ***			
50					
		--- INCLUDES SUSPENDERS ---			
51					
52		**Pant Model / Design** LION® Turnout V-Force® Pant	**PVFM/F**		
53		**Pant Liner & Moisture Barrier** Traditional Liner, Glide™ face cloth quilted to 2.3 oz NOMEX®/Kevlar® spunlace & 1.5 oz AraFlo® Dri, STEDAIR 3000 PTFE laminated to E89	**K3 - Traditional**		
54		**Liner Inspection System** (Std) Pant liner inspection system with 1x3" loop located at right side of liner waist.	**PLO200**		

Ln #	Qty	Description	MFGR Part #	Unit Price	Ext. Price
55		**Pant Outer Shell Material** Armor AP, 6.5 oz, KHAKI	**Armor AP**		
56		**MISC. Fasteners** (Std) 1x3" hook sewn to right shell front for the pant liner inspection system.	**MF018**		
57		**Liner Interface** Zipper liner/shell interface.	**PLF004Z**		
58		**Pant Fly Closure** Sewn on pant fly with STEDAIR 4000, closure thermo plastic zipper inside with 1.5" hook & loop, thermoplastic zipper - pull side underneath moisture barrier for liner attachment V-Fit	**FLY233SZ**		
59		**Belt** (Std) 2" wide KEVLAR® belt with 2" self-locking thermoplastic buckle with quick release mechanism.	**BHS013**		
60		**Belt Loops** (Std) 3 belt loops, 4" wide by 3.5" high, 2-layer self-fabric, double stitched to pant shell, bartacked all four corners	**BL007**		
61		**Leg Tabs** (Std) 2 Black Leather leg tabs per leg with non-logo female snaps.	**LGT000-BLK**		
62		**Pant Knee Reinforcement** Black Poly coated aramid contoured knees with GIC E-88 foam padding. V-fit	**KP211-BLK**		
63		**Pant Cuff Reinforcement** Black Poly-coated aramid pant cuffs and 3x3.5" kick shield.	**PC504-BLK**		
64		**MISC. Pant Options** "Boot cut" pant legs.	**PMO542**		
65		**Turn-Out Pockets** 10x10x2" Full bellow pocket w/ KEVLAR® twill fully lined all 4 sides, 1 pc. 1x10" loop on pocket & 3 pcs. 1x3" hook on flap. --- USE FBP654 ON SMALLER PANTS ---	**FBP651**		
66		**Item Location for Above** Thigh Left	**PKTLOC-TL**		
67		**Turn-Out Pockets** 9x10x2" Full Bellow Poclet w/ KEVLAR® lined all 4 sides, (2) add layer of outer shell fabric lined with KEVLAR® on shell inside pocket, first layer 6.5" high, second layer 4.5" high, both layers stitched in 3" increments to create 6 comp, 1 pc. 2x9" loop on pocket, 3 pcs 1.5x3" hook on shell. --- USE FBP1042 ON SMALLER PANTS ---	**FBP1002**		
68		**Item Location for Above** Thigh Right	**PKTLOC-TR**		

Ln #	Qty	Description	MFGR Part #	Unit Price	Ext. Price
69		**Reflective Trim** 3" Lime/Yellow Ventilated Triple Trim Reflective trim around leg bottoms- 4 rows lockstitch.	**PTC4PT3Y**		
70		**Suspender Tabs** Four 2" wide self material suspender tabs with 1.75x3" leather reinforcement. 2 male and 2 female logo snaps, attached to waist with 2 on the front and 2 on the back. Reinforced with 2 bartacks on each tab.	**PMO210**		
71		**Suspenders** ^^^ 42" V-BACK quick adjust padded suspenders, 2" Metal Loops - Red Note: The suspender length includes the 2.5" snap tabs on the pants.	**SR842X**		
72					
73		*** OPTIONS ***			
74		--- Suspenders			
75	1	**Suspenders** 42" (Regular) EZH H-Back Quick Adjust Non-Stretch Suspenders with trim w/ 2" metal loops, Black (Requires PMO210)	**SB342T=01**	$103.00	$103.00
76	1	**Instructions for Above** >>> PRICE ADJUST TO REPLACE SR842X	**SPECIAL INSTRUCTIONS**		

SubTotal	$187,423.00
Sales Tax	$0.00
Shipping	$0.00
Total	**$187,423.00**

Because of tax rules, the exact shipping locations, and the time that an order is submitted, the above tax is for reference only. Any applicable tax will be applied to the order at the time the order is received.

Lion First Responder PPE, Inc. hereby gives notice of its objection to any different or additional terms or conditions except for any such terms and conditions as may be expressly accepted by Lion First Responder PPE, Inc. in writing. Unless different or additional terms and conditions are accepted in writing, the terms and conditions stated above shall apply, and such terms and conditions supersede any prior or contemporaneous agreement or correspondence between the parties.

LION
ready for action

7200 Poe Ave, Suite 400
Dayton, OH. 45414

Phn 800-421-2926
Fax 877-803-1032

RETAIL

Department:	Dealer Hdqtrs.		
Brownsville Fire Dept Cesar Pedraza 1150 E. Adams St. Brownsville, Texas 78520 United States	NAFECO - TX Gabe Labonte 538 Kerlick New Braunfels, Texas 78130 United States	Reference #	PSGQ21165-D-RE
		Dist Sls Mgr	Phillip Hernandez
		Sales Coord.	Jay Salyers
		Prepared By	Jay Salyers
		Start	
		Expiration	12/31/2023

Document Name **PSGQ21165-D_RETAIL**
Freight Terms
Payment Terms
Shipment ARO
Ship Via

PSGQ21165-D-

Ln #	Qty	Description	MFGR Part #	Unit Price	Ext. Price
1		--- RETAIL			
2					
3	1	*** TECHNICAL RESCUE & WILDLAND COAT - 2023 ***		$564.00	$564.00
4		**Coat Model / Design** LION VersaPro - TAN (includes standard accessories + the following)	**CUTM-70**		
5		**Instructions for Above** >>> TRIM/LETTERS TO BE L/Y	**SPECIAL INSTRUCTIONS**		
6		**Sewn On Lettering** Sewn On 2" Lime Yellow 3M™ Scotchlite™ Letters (each line) - For MedPro	**LTSL2YNS**		
7		**Lettering** Lettering to read - BROWNSVILLE			
8		**Location for Lettering** Across yoke			
9		**Lettering Patch** 4x18" 1 Line letter patch with hook & loop - Tan Sigma - Versa Pro	**LP1VMP=70**		
10		**Location for Patch** 1" above hem trim			

COOPERATIVE PURCHASE AGREEMENT
STRUCTURAL FIRE GEAR PURCHASE AGREEMENT
033-FIR-CP-24

This Cooperative Purchase Agreement ("Agreement") is entered into by and between NAFECO, Inc. ("Vendor") and the City of Brownsville, ("City"), a Texas home rule municipality.

The Cooperative Purchase Agreement includes the following documents which shall be construed in the order of precedence in which they are listed:

1. This Cooperative Purchase Agreement.
2. Exhibit A – Quote/Proposal/Price List
3. Exhibit B – Cooperative Agency Contract Solicitation BuyBoard # 698-23
4. Exhibit C – Contract for RFP #698-23
5. Conflict of Interest Questionnaire

Exhibits A, B, and C which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. Vendor agrees to provide City with the services and goods included in Exhibit A pursuant to the terms and conditions of this Cooperative Purchase Agreement, including all exhibits thereto.

City shall pay Vendor in accordance with the fee schedule and with the provisions of this Agreement. Vendor shall not provide any additional items or services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City shall not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

The term of this Agreement shall commence on approval by the City Commission or designee and ending on March 31, 2024. Notwithstanding the foregoing, the parties understand and acknowledge that the BuyBoard Cooperative Contract the City is relying on for cooperative purchase expires on March 31, 2024, at which time the City's Agreement with Vendor shall also expire.

Vendor agrees that City shall, until the expiration of final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of Vendor involving transactions relating to this Agreement at no additional cost to City. Vendor agrees that City shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Vendor reasonable advance notice of intended audits.

VENDOR ACKNOWLEDGES THAT CITY IS A GOVERNMENT ENTITY AND AS SUCH CANNOT INDEMNIFY OR HOLD HARMLESS A PARTY WITHOUT FIRST CREATING A SINKING FUND OR LEVYING A TAX. VENDOR FURTHER ACKNOWLEDGES THAT THE CITY HAS NO

INTENTION OF CREATING SUCH A SINKING FUND OR LEVYING A TAX. THE PARTIES AGREE THAT ANY PROVISION CONTAINED WITHIN THE CONTRACT DOCUMENTS REQUIRING THE CITY TO INDEMNIFY OR HOLD HARMLESS THE VENDOR IS HEREBY STRICKEN.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:
City of Brownsville
Attn: City Manager
1001 East Elizabeth Street
Brownsville, Texas 78520

To VENDOR:
NAFECO, Inc.
Attn: Gabe Labonte
Address: 538 Kerlick
Address: New Braunfels, Texas 78130

Delivering Dealer:

With copy to Brownsville City
Attorney's Office at same address.

The undersigned represents and warrants that he or she has the power and authority to execute this Agreement and bind the respective parties.

CITY OF BROWNSVILLE:

Name:

Title:

VENDOR:

Ronald Woodall

Name: Ronald Woodall

Title: Vice President

APPROVED AS TO FORM
AND LEGALITY

Guillermo S. Trevino

Guillermo (Will) S. Trevino
City Attorney
City of Brownsville, Texas

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

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

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

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

North America Fire Equipment Co., Inc. (NAFECO)

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Not Applicable

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

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

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Ronald Woodall

Signature of vendor doing business with the governmental entity

11-16-23

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Helen Ramirez, City Manager
Date:	Tuesday, December 12, 2023
Agenda #:	Consideration and **ACTION** on **Resolution Number 2023-136** supporting Cameron County's Resolution 2023R04017 in support of the United States Postal Service name designation of Starbase for the unincorporated area of the County where SpaceX conducts operations and authorizing the Mayor to submit a Letter of Support to the U.S. Geological Survey. (City Managers Office)

Summary:
This item is for consideration and action on Resolution 2023-136 which supports Cameron County's proposal to rename the area east of Brownsville to "Starbase." The “Starbase” area is served by Texas State Highway 4 and is the site of one of the world's first commercial space launch sites, which is operated by Space Exploration Technologies Corp. (“SpaceX”). At this site, development and manufacturing of Starship (next generation of fully reusable launch vehicles) takes place. The site supports NASA’s Artemis program as SpaceX was selected to further develop the Starship human landing system on the Moon and on Mars.

Project Scope and Analysis:
As a result of the significant space-related activities, this geographic region has become known as “Starbase.” “Starbase” is used much like the way the area surrounding Kennedy Space Center in Florida is known as the “Space Coast,” and similarly attracts thousands of visitors to watch rocket launches. In addition to extensive space launch and manufacturing facilities, the area currently includes over one hundred on-site housing units, a school, and a restaurant. More than 1,800 employees or local contractors work at “Starbase” in support of the infrastructure development and spaceflight operations for the commercial spaceport.

Adding the mailing name of “Starbase, Texas” to this area will reinforce this community's unique position in the history of rocket flight and would be consistent with the goals of the U.S. National Space Policy, which include facilitating and encouraging the continued growth of a domestic commercial space sector.

Funding:

Source: N/A

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

Staff recommends approval of this resolution.

Commission Pillar:

Economic Development

Attachments:

1. Starbase_L_Agenda_d
2. City of Brownsville Support Resolution Starbase_rev_F

December 12, 2023

U.S. Board on Geographic Names, U.S. Geological Survey
12201 Sunrise Valley Drive, MS 523
Reston, VA 20192-0523.

RE: In Support of Cameron County's Proposal to Rename Area East of Brownsville to "Starbase"

To Whom it May Concern:

As the Mayor for the City of Brownsville and on behalf of the Brownsville City Commission (as the governing body), I write this letter to share our support for the renaming of the area 20 miles east of Brownsville to "Starbase." The City of Brownsville Commission approved Resolution **2023-136**, a Resolution supporting Cameron County's proposal to rename the area east of Brownsville to "Starbase." Locals use the name "Starbase," as it reflects the enthusiasm for this area as the frontier of space exploration, where rockets will be launched to the Moon and Mars.

The "Starbase" area is served by Texas State Highway 4 and is the site of the world's largest commercial space launch complex. The name "Starbase" has been used colloquially for the past several years to refer to this geographic region and is important because it reflects the area's significant space-related activities, which have helped transform life in Cameron County for the better, inspiring hope for the future in the people of the region. "Starbase" is used much like the way the area surrounding Kennedy Space Center in Florida is known as the "Space Coast," and similarly attracts thousands of visitors to watch rocket launches. In addition to extensive space launch and manufacturing facilities, the area currently includes over one hundred residential housing units, a school, and a restaurant, with plans in place for significant expansion in the near future, including a hotel and hundreds of additional units of residential housing.

With strong support from the local community, the Starbase area is now driving the future of spaceflight. Changing the name of this area to "Starbase" will reinforce the community's unique position as the gateway to a wholly new means of exploring space and would be consistent with the goals of the US National Space Policy, which include facilitating and encouraging the continued growth of a domestic commercial space sector. For these reasons, we enthusiastically support the County's proposal to rename the area "Starbase" and believe it will have a meaningful impact on the residents of Cameron County.

Sincerely,

John Cowen, Jr.
Mayor, City of Brownsville, Texas

DRAFT

RESOLUTION 2023-136

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS SUPPORTING CAMERON COUNTY'S RESOLUTION FOR THE UNITED STATES POSTAL SERVICE NAME DESIGNATION OF STARBASE FOR THE UNINCORPORATED AREA OF THE COUNTY WHERE SPACEX CONDUCTS OPERATIONS.

WHEREAS, the City of Brownsville, Cameron County, Texas (the "City") is the county seat of Cameron County, Texas; and

WHEREAS, the City Commission of the City of Brownsville, Cameron County, Texas (the "City Commission"), as the governing authority, is empowered to provide for the health, safety, and welfare of the residents of Brownsville, Texas, and to a limited extent, the residents in the City's extraterritorial jurisdiction; and

WHEREAS, in 2012, SpaceX proposed an area of Boca Chica within Cameron County, Texas as the location of a new commercial launch facility; and

WHEREAS, the Federal Aviation Administration ("FAA") and numerous other local, state, and federal agencies reviewed SpaceX's proposal to construct and operate the launch site, and, following public input, approved SpaceX's proposal in 2014; and

WHEREAS, as part of that review, the FAA prepared a detailed Environmental Impact Statement evaluating the environmental impacts of SpaceX's proposal; and

WHEREAS, SpaceX subsequently built the launch site and other infrastructure, and has been manufacturing, testing, and launching its Starship launch vehicle in Cameron County, Texas for several years; and

WHEREAS, SpaceX has invested heavily in the launch site, providing economic benefits for Cameron County, Texas, and its residents, especially those in Brownsville; and

WHEREAS, SpaceX's activity in Cameron County, Texas has had a tremendous positive impact on job creation and economic growth in the region, to the direct benefit of the residents of Cameron County, Texas, especially those in Brownsville; and

WHEREAS, SpaceX's operations in Cameron County have captured the attention of the nation and the world in connection with space exploration; and

WHEREAS, the "Starbase" area is served by Texas State Highway 4 and is the site of one of the world's first commercial space launch sites, which is operated by Space Exploration Technologies Corp. ("SpaceX"). At this site, development and manufacturing of Starship (next generation of fully reusable launch vehicles) takes place. The site supports NASA's Artemis program as SpaceX was selected to further develop the Starship human landing system on the Moon and on Mars. As a result of the significant space-related activities, this geographic region has become known as "Starbase." "Starbase" is used much like the way the area surrounding Kennedy Space Center in

Florida is known as the "Space Coast," and similarly attracts thousands of visitors to watch rocket launches. In addition to extensive space launch and manufacturing facilities, the area currently includes over one hundred on-site housing units, a school, and a restaurant; and

WHEREAS, the designation of this area as "Starbase" has gained name recognition and attention as a specific geographic location; and

WHEREAS, more than 1,800 employees or local contractors work at "Starbase" in support of the infrastructure development and spaceflight operations for the commercial spaceport. Since SpaceX began pursuing this commercial launch site, it has helped transform life in Cameron County for the better, inspiring hope for the future in the people of this region. The "Starbase" area is now home to a community that is driving the future of human spaceflight. Adding the mailing name of "Starbase, Texas" to this area will reinforce this community's unique position in the history of rocket flight and would be consistent with the goals of the U.S. National Space Policy, which include facilitating and encouraging the continued growth of a domestic commercial space sector; and

WHEREAS, the City has amended its motto and seal to "City of Brownsville, On the Border, By the Sea, and Beyond" which is as follows:

in support of the Space industry for the future of the region and mankind; and

WHEREAS, the United States Postal Service has a process for name designations for the processing and delivery of correspondence.

NOW THEREFORE, BE IT RESOLVED AND FOUND by the City Commission of the City of Brownsville, Texas, that:

- The City of Brownsville, in conjunction with Cameron County, requests that the United States Postal Services ("USPS") designate a mailing name for "Starbase, Texas" based on the following factors as detailed in the USPS's July 2015 Address Management's Evaluation of Requests:
- There is not another "Starbase, Texas" in existence, and "Starbase" is not associated with another zip code belonging under another administrative post office;
- The name does resemble an airport code or that of another country;
- As detailed in this Resolution, "Starbase" would provide community identification;

- The area is recognized by the City of Brownsville, in conjunction with Cameron County, as having distinct boundaries, as the area is located in a secluded section of the southernmost part of Texas on State Highway 4;
- "Starbase" is not the name of a company, homeowner's association, or other similar entity;
- The name meets acceptable standards of decency; and
- Adding the name "Starbase, Texas" would help the USPS more easily and efficiently deliver mail, as the location is more easily identifiable if the name is "Starbase" opposed to Brownsville, which is located approximately 20 miles from the area.

BE IT FURTHER RESOLVED, that the City of Brownsville acting through its governing body, hereby authorizes, empowers, and directs the Mayor to certify this resolution and submit a letter of support for the creation of "Starbase, Texas".

DULY PASSED AND APPROVED by the City Commission of the City of Brownsville, Texas on the 12th day of December, 2023.

APPROVED:

_____
John Cowen, Jr., Mayor

ATTEST:

_____
Yolanda Galarza
City Secretary

APPROVED AS TO FORM:

_____
Guillermo (Will) S. Trevino
City Attorney

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Felix Sauceda, Jr., Police Chief
Date:	Tuesday, December 12, 2023
Agenda #:	Public Hearing and **ACTION** on **SECOND** and **FINAL READING** on **Ordinance Number 2023-1733**, an Ordinance of the City Commission of the City of Brownsville amending Chapter 22 to add Article XIV-Establishments Not Licensed by the Texas Alcoholic Beverage Commission (TABC), and Amending the City's Master Fee Schedule to adopt annual permit and inspection fees, and other related matters. (Police Department) (Tabled December 5, 2023)

Summary:

The proposed ordinance establishes regulations for commercial establishments that are not licensed by the Texas Alcoholic Beverage Commission but allows patrons to bring their own alcoholic beverages onto the premises for consumption.

The ordinance will also amend the City's Master Fee Schedule to adopt annual permit and inspection fees necessary to carry out these regulations. The fees proposed are as follows:

$100.00:	BYOB Permit Fee
$466.00:	BYOB Inspection Fee
$350.00:	BYOB Reinspection Fee

These fees are in line with other jurisdictions that have similar BYOB regulations. Staff believes these proposed fee levels are reasonable and will recuperate staff time processing the permit applications and conducting inspections.

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:

Staff recommends approval subject to the City Attorney's final approval.

Commission Pillar:

Public Safety
Governance
Quality of Life
Economic Development

Attachments:

1. COB_BYOB Ordinance (JMA v4_12.12.2023 CC)

ORDINANCE NUMBER 2023-1733

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE AMENDING CHAPTER 22 – BUSINESSES TO INCLUDE ARTICLE XIV – ESTABLISHMENT NOT LICENSED BY THE TEXAS ALCOHOLIC BEVERAGE COMMISSION (TABC), AND AMENDING THE CITY'S MASTER FEE SCHEDULE TO ADOPT ANNUAL PERMIT AND INSPECTION FEES; AND OTHER RELATED MATTERS.

WHEREAS, the City Commisison ("Commission") of the City of Brownsville ("City"), is a home-rule municipality possessing the full power of local self-government pursuant to Article XI, Section 5 of the Texas Constitution; and

WHEREAS, as a home-rule municipality, the City has the power to enact ordinances in accordance with Article V, Section 15 of the City's Charter; and

WHEREAS, pursuant to the laws of the State of Texas, including Section 51.001 of the Texas Local Government Code, the Commission has the authority to adopt an ordinance that, among other things, is for the good government, peace, or order of Brownsville; and

WHEREAS, the Texas Alcoholic Beverage Code (the "Code") regulates the manufacture, sale, distribution, transportation, and possession of alcoholic beverages by licensed and permitted establishments; and

WHEREAS, the Texas Alcoholic Beverage Commission ("Agency") only regulates and enforces that Code as it applies to licensed and/or permitted establishments; and

WHEREAS, establishments that allow patrons to bring their own alcoholic beverages on the premises ("BYOB") are not licensed or permitted by the Agency and therefore have no regulations imposed on them by the Code; and

WHEREAS, establishments that are licensed or permitted by the Agency are regulated by the Code in a manner designed to prevent them from becoming a nuisance to the surrounding neighborhood, community and the general public; and

WHEREAS, without similar regulations for unlicensed and/or unpermitted establishments, BYOB establishments can become a nuisance to the surrounding neighborhood, community, and the general public; and

WHEREAS, data collected over a year period shows that calls for service to the Brownsville Police Department ("BPD") generated from known BYOBs in the City are highest during the hours from 12:00 am until 5:00 am, and peak between the hours of 1:00 am to 4:00 am; and

WHEREAS, the calls for service received by the BPD to known BYOBs show the types of nuisance activity that can result from having unregulated establishments where alcohol is consumed on-premises at all hours of the late night and into the early morning; and

WHEREAS, the Commission desires to enact an ordinance which creates a permitting process for BYOBs and imposes restrictions on the hours of operation for said BYOBs to mirror state law restrictions on the hours of consumption of alcohol at licensed or permitted alcohol establishments; and

WHEREAS, the Commission finds that creating a permitting process for BYOBs and imposing restrictions on hours of operation for BYOBs are regulations that are consistent with, ancillary to, not any stricter than, and in harmony with the general scope and purpose of what is imposed on licensed and permitted establishments under the Code, and that the regulations contained in this ordinance do not conflict with the Texas Alcoholic Beverage Code; and

WHEREAS, the Commission finds that the City will incur costs to review, process, and issue BYOB Permits and that establishing a fee is necessary to recover these costs associated with the BYOB Permits; and

WHEREAS, the Commission finds that it is necessary and proper to preserve the good government, peace, order, health, and safety of the City and its residents, visitors, and the general public to adopt an ordinance regulating BYOB establishments; and

WHEREAS, the Commission finds it necessary to amend the Master Fee Schedule codified in Ordinance Number 2022-1673-A, as amended, in order to recover costs incurred by the City in connection witht the permitting and services provided herein; and

WHEREAS, the Commission finds that it is in the public interest to amend the Master Fee Schedule in order to promote the fiscal sustainability of the City; and

WHEREAS, the meeting of the Commission at which this Ordinance was passed was open to the public, and notice of the time, place and purpose of said meeting was given as required by law, all in accordance with the requirements of the Texas Open Meetings Act.

NOW, THEREFORE, BE IT ORDAINED OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE THAT:

SECTION 1: The Commission officially finds and declares that the facts and recitations set forth in the preamble to this ordinance are true and correct.

SECTION 2: Chapter 22 – Businesses of the City's Code of Ordinances is hereby supplemented by the addition of Article XIV to read as follows:

CHAPTER 22 – BUSINESSES, ARTICLE XIV – ESTABLISHMENTS NOT LICENSED BY THE TEXAS ALCOHOLIC BEVERAGE COMMISSION

DIVISION 1. GENERALLY

Sec. 22-659. Purpose.

The purpose of this chapter is to regulate commercial establishments not licensed or permitted by the Texas Alcoholic Beverage Commission (TABC) that allow patrons to bring their own alcoholic beverages onto the premises for consumption. This practice is commonly referred to as "BYOB", an initialism standing for "bring your own bottle."

Sec. 22-660. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcoholic Beverage has the meaning assigned by the Texas Alcoholic Beverage Code.

Applicant means owner or operator of the BYOB establishment.

BYOB establishment means an establishment to which this article applies, as described in section 22-661 (Applicability).

Criminal offenses have the meanings assigned to them as defined in the Texas Penal Code.

Department means the Planning and Redevelopment Services Department of the City of Brownsville.

Director means the director of the Planning and Redevelopment Services Department of the City of Brownsville, or the director's designees.

Hearing officer means an individual designated by the director to conduct administrative appeal hearings.

Inspection means the annual or any subsequent on-site assessment by officers of the Brownsville Police Department of the physical, operational, and on-site measures in effect on the property to comply with the minimum requirements in section 22-678.

Operator means the manager or other natural person principally in charge who will be physically present at the establishment during operating hours.

Owner means the person or persons who are the principal owners of the BYOB establishment.

Photo identification means any current driver's license or state identification certificate issued by a state or territory of the United States; passports, driver's license from foreign countries; or United States military identification card.

Police official means the chief of police or the chief's designees.

Premises means the grounds and all buildings and appurtenances pertaining to the grounds, including any adjacent premises if they are directly or indirectly under the control of the owner.

Sec. 22-661. Applicability.

(a) Except as provided in subsection (b), this article applies to an establishment that:

(1) Is not licensed or permitted by the TABC;

(2) Is open to the public; and

(3) Allows patrons to bring alcoholic beverages onto the premises for possession and consumption.

(b) This chapter does not apply to:

(1) A residence;

(2) A fraternal or veteran's organization, as defined by the Texas Alcoholic Beverage Code;

(3) A university or college providing a degree program;

(4) A church, as defined in the Unified Development Code of the City of Brownsville, Section 4.4.3 – Religious Assembly or Institution;

(5) A bingo facility licensed under chapter 2001 of the Texas Occupations Code;

(6) A banquet hall; or

(7) A theater that accommodates more than 100 persons.

DIVISION 2. PERMITS

Sec. 22-662. Permit required.

(a) It shall be unlawful for any person to operate a BYOB establishment in the city who has not obtained a permit issued by the department as required by this section.

(b) An owner must obtain a separate permit for each BYOB establishment location.

Sec. 22-663. Permit application.

(a) An applicant shall apply for a BYOB permit annually. Application forms shall be supplied by the director. The applicant shall be required to give the following information on the application form:

(1) The name, street address (and mailing address if different), email address, personal telephone number, and photo identification of each owner and operator,;

(2) The name under which the BYOB establishment is to be operated;

(3) The nature and extent of each owner's interest in the BYOB establishment;

(4) The address and telephone number of the BYOB establishment. The use of a public or private post office box or other similar address shall not be sufficient for the purposes of complying with this subsection;

(5) If the BYOB establishment is in operation, the date on which the current owner acquired the BYOB establishment for which the permit is sought;

(6) If the BYOB establishment is not in operation, the expected start-up date;

(7) For each owner and operator, fingerprints and a national criminal history check required by section 22-664;

(8) The registration certificate or assumed name certificate of the BYOB establishment from the Secretary of State, or the registration of assumed name filed in the office of the Cameron County Clerk;

(9) A copy of the BYOB establishment's certificate of occupancy;

(10) Scaled drawings of the premises, including:

a. A site plan;

b. The floor plan of each building; and

c. A designation of the areas where consumption of alcohol is to be allowed;

(11) A security plan that meets or exceeds the minimum standards established by this chapter, as determined by the police official; and

(12) A copy of the lease agreement where the BYOB establishment will be operating, or proof of ownership of the property, if applicable.

(b) All BYOB establishments in operation before the enactment of this ordinance shall comply with this chapter before continuing operations.

(c) The annual permit and inspection fee stated in the master fee schedule shall be payable upon the submission of the application and shall be nonrefundable.

Sec. 22-664. Criminal history check.

Upon submitting an application for a permit under this article, the applicant, and any owners and operators, shall provide to the director, a national criminal history check on each applicant, owner, or operator, to ensure compliance with this chapter. This provision shall not be construed to preclude the director from obtaining interim reports at the expense of the city.

As provided in this Code, the permit application for a BYOB establishment may be denied or revoked at the time of initial application or for any renewal in accordance with section 22-670 if the owner or operator has been convicted of a criminal offense listed in section 22-665(c)(2)(a-g).

Sec. 22-665. Permit approval.

(a) The director shall approve a permit application if the director determines that the applicant and the proposed BYOB establishment meet the requirements of this chapter.

(b) The director shall deny a permit application if the director determines that:

(1) The applicant is under the age of 21 years;

(2) The BYOB establishment as proposed would not comply with this chapter;

(3) Any owner or operator had a permit required by this chapter that was revoked within the preceding 12-month period; or

(4) The applicant had a TABC permit that was involuntarily cancelled or suspended within the preceding 12-month period.

(c) The director shall deny a permit application if the director determines that:

(1) The applicant provided incorrect or incomplete information on the application; or

(2) The owner or operator of the BYOB establishment has been convicted of one of the following criminal offenses:

a. Any offense involving fraud or misrepresentation;

b. Any offense involving bribery or perjury;

c. Any offense involving violence to any person except for conduct that is classified as no greater than a class C misdemeanor under the laws of Texas;

d. Any felony conviction for any violation of any state or federal laws regulating firearms;

e. Any violation of the Texas liquor laws;

f. Any offense involving prostitution or aiding, abetting, or promotion of prostitution; or

g. Any violation of the Texas Controlled Substances Act or other state or federal law regulating drugs that permits punishment of confinement for one year or more upon conviction for such violation.

The above listed offenses shall be grounds for denial, revocation, or refusal for renewal of BYOB establishment permits, as these authorized permits allow persons to engage in businesses and occupations in which there is a high degree of personal contact with and danger to the public and a serious need to protect the members of the public patronizing BYOB establishments from the type of criminal conduct represented by such offenses.

(d) The director shall give written notice of a denial of an application to the applicant.

(e) An applicant may appeal a denial of a permit application to the director in accordance with section 22-671.

Sec. 22-666. Permit not transferable.

A permit issued under this chapter is not transferable to another person. Any change in ownership of a BYOB establishment, including, but not limited to, the sale of the BYOB establishment or any ownership interest therein, shall require the purchaser or transferee to submit a permit application in accordance with section 22-663.

Sec. 22-667. Permit not a right.

A permit issued under this chapter is a grant of privilege and is not a property right.

Sec. 22-668. Permit expiration, renewal.

(a) A permit issued under this chapter expires one year after the date it is first issued.

(b) The owner shall file an application for permit renewal not sooner than the 90th day and not later than the 20th day before the permit expires. An application that is not filed within the described time period is a new application.

Sec. 22-669. Requirement to supplement information.

While a permit application is pending or a permit is in effect, an owner shall immediately supplement the information provided to the director in the permit application if the information is or becomes inaccurate, incomplete, or misleading.

Sec. 22-670. Permit revocation.

(a) The director shall revoke a permit issued under this chapter if the director determines that:

(1) The owner or operator of the BYOB establishment has been convicted of violating any of the provisions of this article on two or more occasions within the term of the permit or has been convicted of violating any provisions of this article within the 24-month period immediately preceding the date of application for a BYOB establishment permit;

(2) The BYOB establishment does not comply with any applicable provisions of this article;

(3) The owner does not qualify for a permit under this article as stated in section 22-665; or

(4) The permit was obtained or issued as a result of error.

(b) The director shall revoke a permit issued under this article if the director determines that

the BYOB establishment violated section 22-684 of this article.

(c) Before revoking a permit, the director shall provide the owner with written notice in conformity with section 22-672 of the pending permit revocation. The written notice shall include:

(1) The reason the permit is subject to revocation;

(2) The date on which the permit is scheduled to be revoked; and

(3) A statement that the permit will be revoked on the scheduled date unless the owner files a written request for a hearing with the director not later than the 10th business day after the date listed on the written notice of revocation.

(d) A permit revocation becomes effective on expiration of the time period prescribed by the notice if the owner does not file a written request for a hearing with the director not later than the 10th business day after the date listed on the written notice of revocation.

(e) If the owner timely files a hearing request:

(1) The director shall comply with the appeal process set forth in section 22-671; and

(2) The revocation is stayed pending the outcome of the hearing.

(f) The director shall give written notice in conformity with section 22-672 to the owner of a decision to revoke the permit or a revocation that becomes effective under subsection (c).

(g) A BYOB establishment whose permit has been revoked pursuant to items (1) and (2) of subsection (a) and subsection (b) of section 22-670 of this Code shall be required to wait a period of one year from the date the revocation became final before becoming eligible to reapply for a BYOB permit.

Sec. 22-671. Appeal.

(a) *Request for appeal.* An applicant may appeal a denial of the application for or renewal of a permit or the revocation of a permit within 10 business days after the date listed on the written notice by submitting a written request for an appeal to the director. If the applicant does not request a hearing within ten business days, the denial is effective and final on the eleventh business day after the date of the director's notice of denial.

(b) *Conduct of hearing; rules and procedures.* An appeal hearing shall be conducted on a single weekday within 20 business days after the director receives a request for appeal and shall last no longer than eight hours. Further, an appeal hearing shall be informal and conducted under rules established by the director consistent with the informal nature of the proceedings; provided, however, the following rules shall apply to all appeal hearings conducted under this section:

(1) All parties shall have the right to representation by an attorney licensed to practice in Texas, though an attorney is not required;

(2) Each party may present witnesses in his own behalf;

(3) Each party shall have the right to cross-examine all witnesses; and

(4) The hearing officer shall consider only the evidence presented at the appeal hearing in rendering a final decision.

(c) *Authority of hearing officer.* The hearing officer may affirm or reverse a denial or revocation under this article. The hearing officer shall affirm a denial or revocation if he determines by a preponderance of the evidence that grounds exist for the denial or revocation, respectively. The decision of the hearing official is final.

(d) *Notice of decision.* The hearing official shall give written notice of the decision to the applicant and the reasons therefor. The notice shall be provided by certified mail, return receipt requested, as soon after the conclusion of the hearing as practicable, but not more than 30 business days thereafter.

Sec. 22-672. Notices.

(a) Any notice required or permitted to be given by the director or any other city office, division, department or other agency under this article to any applicant may be given either by electronic mail, or first-class United States mail, addressed to the most recent address as specified in the application for the permit most recently received by the director, or any notice of address change most recently received by the director.

(b) Any notice required or permitted to be given to the director by any person under this article shall not be deemed given until and unless it is received in the office of the director.

(c) It shall be the duty of each owner who is designated on the permit application and each operator to furnish notice to the director in writing of any change of mailing address.

Sec. 22-673. Permit posting and sign required.

(a) After a BYOB establishment complies with the provisions of this section, the director will provide to the BYOB establishment a permit which shall be displayed in such a manner that it is conspicuous to patrons of the BYOB establishment.

(b) Each entrance to a BYOB establishment shall be marked with a sign that:

(1) States "BYOB ESTABLISHMENT" in four inch or larger block letters; and

(2) Is legible and visible at all times from a distance of 25 feet.

(c) Any signage required by this section shall be in conformance with Uniform Development Code.

Sec. 22-674. Public place.

A BYOB establishment is a public place.

DIVISION 3. MINIMUM REQUIREMENTS FOR BYOB ESTABLISHMENTS

Sec. 22-675. Operator required on premises.

The owner shall ensure that the operator is continuously on the premises during the hours of operation. The owner may serve as the operator.

Sec. 22-676. Minimum age for admittance and employment.

(a) The owner, the operator, or an employee of a BYOB establishment may not allow a person under the age of 18 years on the premises.

(b) The owner, the operator, or an employee of a BYOB establishment may not allow a person under the age of 21 years to consume alcohol on the premises.

(c) The owner or operator of a BYOB establishment that the city determines to also be a sexually oriented business under this Code may not employ or allow persons under the age of 21 years at a BYOB establishment.

Sec. 22-677. Security plan implementation.

(a) A person may not operate a BYOB establishment without an approved security plan.

(b) The owner shall provide security for the BYOB establishment in accordance with the security plan.

Sec. 22-678. Minimum security requirements.

All BYOB establishments shall comply with the following minimum security requirements:

(1) Hand wand or walkthrough metal detectors shall be utilized on all persons entering the BYOB establishment;

(2) The exterior portion of the premises, including parking areas, shall be well lit during business hours;

(3) The BYOB establishment shall provide for at least one security officer per 100 patrons. Security officers must have at least a Level II commissioned security guard license; and

(4) All BYOB establishments shall post signs in compliance with Texas Penal Code Sections 30.06 and 30.07 stating that it is a trespass to have a concealed handgun or to open carry on the premises.

Sec. 22-679. Doors to remain unlocked.

During the hours of operation, a person may not lock or obstruct:

(1) An exterior entrance door that is designated or available for use by patrons; or

(2) An interior door that provides access to a portion of the premises that is designated or available for use by patrons.

Sec. 22-680. Trespass affidavit.

The owner of a BYOB establishment shall execute a trespass affidavit as promulgated by the police department in order to enforce all applicable trespass laws on the owner's behalf at such property. A true and correct copy of the trespass affidavit shall be posted at the BYOB establishment at all times in a conspicuous place accessible at all times to the public.

Sec. 22-681. Annual compliance inspection.

(a) Before a BYOB establishment has been permitted pursuant to section 22-665, the owner shall schedule an inspection with the police official to determine the establishment's compliance with the minimum requirements established in this article. Each owner shall pay a nonrefundable inspection fee stated for this provision in the City's Master Fee Schedule for the inspection services described in this section as provided in section 22-663(b). In consideration of such fee the applicant shall be entitled to the original inspection and one reinspection for deficiencies, if required. An additional fee is hereby imposed and shall be collected for the second and each subsequent reinspection required due to deficiencies as provided in the city fee schedule. The fee shall be paid to the department prior to the commencement of the inspection.

(b) During the inspection the police official shall identify any violations of section 22-678 and provide an action plan specifying the measures to be implemented at the property to bring it into compliance with section 22-678.

(c) The owner of the BYOB establishment must within 60 days after the inspection either cure the violations or demonstrate to the police official that the finding of non-compliance was incorrect. If, after the 60-day period has elapsed, the police official determines that the establishment has failed to cure the violation, the commercial establishment will be subject to a penalty as set forth in section 22-688.

Sec. 22-682. Consent to inspection.

(a) By accepting a permit under this chapter, the owner consents that the director, the director's representative, law enforcement personnel, code enforcement personnel, and other on-duty governmental personnel may enter the premises during business hours or when scheduled in advance with the owner, to investigate or inspect the premises to determine compliance with this chapter.

(b) The owner, the operator, or an employee shall provide the director, the director's representative, law enforcement personnel, code enforcement personnel, and other on-duty governmental personnel with immediate access to all portions of the premises. If the BYOB establishment is occupied, the police official and other governmental employees must present credentials to the owner or other person having charge or control of the commercial establishment and request entry.

(c) If the owner or other person having charge or control of the BYOB establishment refuses the police official's request to enter the premises to inspect or perform the duties imposed by this article or to inspect or review records relating to compliance with this article, the police official shall have recourse to the remedies provided by law to secure entry.

Sec. 22-683. Parking area restrictions.

(a) The owner, the operator, or an employee may not allow persons to loiter in a parking area.

(b) The owner, the operator, or an employee may not allow persons to consume an alcoholic beverage in a parking area.

(c) The owner shall post signs in each parking area stating that the consumption of an alcoholic beverage is prohibited.

Sec. 22-684. Sale of alcoholic beverages prohibited.

A person may not sell an alcoholic beverage at a BYOB establishment.

Sec. 22-685. Consumption and purchase of alcohol by owner prohibited.

The owner, operator, employee, or agent of a BYOB establishment may not:

(1) Consume an alcoholic beverage while on duty;

(2) Purchase or otherwise acquire an alcoholic beverage for a patron; or

(3) Give an alcoholic beverage to a patron.

Sec. 22-686. Hours of operation.

(a) A BYOB establishment shall close between 2:15 a.m. and 7:00 a.m. each day except Sunday, and between 2:15 a.m. and noon on Sunday. A patron who is on the premises at 2:00 a.m. may remain until not later than 2: 15 a.m.

(b) A person may not consume an alcoholic beverage on the premises of a BYOB establishment between 2:15 a.m. and 7:00 a.m. each day except Sunday, or between 2:15 a.m. and noon on Sunday.

Sec. 22-687. Compliance with other laws.

The owner, an operator, an agent, or an employee of a BYOB establishment shall comply with all applicable local and state laws relating to the operation of the BYOB establishment. The application and issuance of a BYOB permit does not exempt the owner and operator from applying for and obtaining other permits required for the business.

Sec. 22-688. Violation.

(a) Any failure to comply with any applicable provision of this article shall be an offense

punishable as provided in section 1-13 of this Code. Each hour or portion thereof in which any violation shall occur shall constitute a separate offense.

(b) The procedures set forth in this article are cumulative of all other remedies available to the city relating to the subject matter hereof. Specifically, the city attorney may institute any legal action to enforce this ordinance or enjoin or otherwise cause the abatement of any condition described in this article, as well as for the recovery of all expenses incurred in connection therewith, including without limitation administrative and legal expenses, attorney's fees, and costs, and for civil penalties as provided by law.

SECTION 3: AMENDMENT TO MASTER FEE SCHEDULE: That Ordinance No. 2022-1673-A, is hereby amended by adding the following fees to the Master Fee Schedule:

$100.00:	BYOB Permit Fee
$466.00:	BYOB Inspection Fee
$350.00:	BYOB Reinspection Fee

SECTION 4: Should any paragraph, sentence, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof.

SECTION 5: In the event of a conflict between this ordinance and all other ordinances of the City of Irving, this ordinance shall control and supersede such other ordinances and the conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 6: This meeting of the Commission at which this Ordinance was passed was open to the public, and notice of the time, place and purpose of said meeting was given as required by law, all in accordance with the requirements of the Texas Open Meetings Act.

SECTION 7: This ordinance shall take effect December 12, 2023, and shall be published in accordance with the provisions of the Texas Local Government Code and the Brownsville City Charter.

INTRODUCED at a **PUBLIC HEARING** and **APPORVED** at the **FIRST READING** on November 14, 2023.

ADOPTED, APPOVED, and **ENACTED** at a **SECOND** and **FINAL READING** on December 12, 2023.

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda G. Gomez
City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Will Trevino
City Attorney

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Will Trevino, City Attorney
Date:	Tuesday, December 12, 2023
Agenda #:	**APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 2023-1724**, adopting City Board Policies. (Office of the City Attorney) (Tabled on November 7, 2023)

Summary:
At the City Commission meeting on July 11, 2023, concerns were addressed regarding outdated board and commission appointments and governance policies. The attached ordinance serves to codify and update the policies based on the direction given by the City Commission. The City Commission held its first reading on August 1, 2023, and offered additional guidance to staff. Afterward, the board attorney for Brownsville Public Utilities Board (BPUB) offered comments as well.

This ordinance will codify and adopt board policies citywide.

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
City Commission held a public hearing and approved a first reading on Tuesday, August 1st. The item was tabled from the November 7, 2023, regularly scheduled meeting to allow additional edits.

Commission Pillar:
Governance

Attachments:

1. BoardApptPolicy-Approved10-02-2018
2. Ord__ Adopting City Boards Policies vF

CITY OF BROWNSVILLE POLICY ON BOARD AND COMMISSION MEMBER APPOINTMENT AND ELIGIBILITY
(Approved: October 02, 2018)

I. PURPOSE:

To encourage qualified individuals to serve on city boards, to increase the information available to the public regarding service on city boards, to make the commission aware of qualified individuals who may be willing to serve on city boards. The City Commission recognizes that the City is best served by boards and advisory bodies that reflect the geographic distribution and diversity of the community they serve. The Commission also recognizes that the needs of the City and the agencies are best met when qualified candidates are matched to the boards' individual requirements.

II. APPOINTMENT PROCESS FOR BOARD APPOINTMENT BY THE CITY COMMISSION

The Department Directors shall promptly notify the City Secretary of any current or anticipated vacancies on city boards and committees. The members of the City Commission should also actively recruit candidates who wish to apply for service on City boards and committees.

The City Secretary shall post and advertise on the City's web page current and upcoming vacancies in city boards and committees. All applicants shall complete an application packet containing and execute a conflict of interest statement before being considered for service on any city committee. The City Secretary will gather all applications which meet the minimum eligibility criteria set forth in this policy and submit them to the City Commission. The applications will be considered to be on file and effective for one year. The City Commission, during a posted public meeting, may only consider applicants whose completed applications are on file no less than 15 days prior to consideration for appointment to a board or committee.

All Board members will be elected by the City Commission as provided by state law, the city charter or the relevant bylaws. The City Commission will make every reasonable attempt to insure that geographical diversity of the different city districts are fairly represented on all boards. On all boards having six or more appointed members, such board shall consist of a board member from of the respective district: all others may be selected from the qualified candidates as determined by the commission. In the event there fails to be a qualified candidate from an individual district, the commission may, in their discretion, select a qualified candidate from an individual district, **the** ***commission may, in its discretion, select a qualified candidate from any other district or, if no residing requirement, from the entire number of qualified candidates regardless of the district they reside.***

The members of the Commission shall make their motions to appoint from the names of qualified candidates who have a valid application on file and who are eligible for a term on said board/committee. The Commission may also, subject to each commissioners right to make nominations, in its discretion, vote to consider other applicants who have completed applications and conflict of interest statements on file with the City Secretary's office who may have missed the application deadline.

III. APPLICATION PROCESS APPLICABLE TO MAYORAL APPOINTMENTS

Texas Law gives the Mayor of a municipality the unilateral authority to make certain appointments. [TLGC Sec. 392.031] The following procedure is advisory only. The Mayor should, any time he wishes to make an appointment, notify the city secretary of the vacancy, who shall post and advertise on the city's web page current and upcoming vacancies in applicable City boards and committees. Any interested applicant seeking an appointment should complete an application packet containing and execute a conflict of interest statement before being considered for a mayoral appointment for service on any city board / committee. The City Secretary will gather all applications which meet the minimum eligibility criteria set forth in this policy and submit them to the Mayor and Commissioners for review. The Mayor shall announce the name of the appointee at a City Commission meeting. Such a policy ensures that the Commissioners and the public are informed of who was appointed by the Mayor.

IV. ELIGIBILITY CRITERIA

(a) Written Application. A signed, current application form is required for consideration for service on a board or committee. Applications are considered current for one (1) year after original submittal, after which the application will be removed from consideration. The applicant may reapply and submit a new application.

(b) Residency. Unless the authorizing ordinance or law creating or otherwise governing a board or committee specifically requires otherwise, appointees should be residents of the City of Brownsville, Texas. However, the Commission may also appoint an individual to a city board if otherwise permitted by law, where that individual has established a business in Brownsville, provided significant civic or community service within Brownsville or who has otherwise demonstrated prior significant willingness to serve the community in Brownsville, Texas. The same shall apply to appointments made the Greater Brownsville Incentives Corporation (GBIC a Type-A corporation) and the Brownsville Community Improvement Board (BCIC a Type-B corporation) where permitted by state law.

(c) Criminal Check. No individual may serve on any city board or committee who has a felony conviction or who has, within the past ten years, been convicted of any crime of moral turpitude.

(d) Vendors or Grantees. No individual who is presently a city vendor, or who presently owns a substantial interest in any company which is a city vendor, is eligible to sit on a city board which contracts directly with that vendor. No individual who has obtained business incentives from a city board, or individual who owns a substantial interest in any company which has obtained business incentives from any city board, may serve on that same city board or committee within five years of receiving such incentives.

V. TERM OF OFFICE, ATTENDANCE AND MULTIPLE SERVICE

(a) All terms shall be two (2) years unless otherwise provided by state law or ordinance.

(b) Appointments. Appointments shall be made twice a year, and appointments are effective when made, unless the appointment is made for filling a vacancy in which case the appointment shall be for the remainder of the term filled. The Commission can fill any unexpired term with an appointment from any qualified individual who has an application and conflict of interest waiver on file with the city secretary.

(c) Attendance. A board or commission member shall attend seventy-five percent (75%) of the board meetings to be considered for reappointment. Any Board member or committee member who has three consecutive unexcused absences shall be automatically deemed to have resigned from his/her appointment with no further action by the commission.

(d) Term Limits. The recommended limit for service on a board or commission is two (2) consecutive two-year terms; however circumstances shall allow for longer member service at the discretion of the City Commission.

(e) Continued Service. A board or commission member is immediately eligible for all other boards and commissions upon completion of term limits on current board or commission.

(f) Multiple Service. Board and commission members shall not serve concurrently on more than one board or commission. If members at the time of this section's enactment are serving on more than one board or commission, they shall complete their current terms as provided by their appointments unless otherwise removed from a position in accordance with City Ordinance or State Law. This section will become effective immediately upon the date of enactment by the City Commission.

(g) Family Service. No spouses or individuals related within one degree of consanguinity or affinity may simultaneously serve on the same city board. Spouses and individuals related within one degree of consanguinity or affinity may serve on different city boards provided they comply with any statutes or rules pertaining to conflict of interest.

(h) Removal. The City Commission may remove any board member at any time, with or without cause, including but not limited to the failure to attend seventy-five percent (75%) of board meetings. This shall not apply to Boards whose removal is governed by the city charter or state statute, in which case the city charter or state statute will control. The procedures relating to removal of board members shall apply to all city boards, including the GBIC and the BCIC, whose Board members serve at the will of the City Commission. The procedures relating to removal of board members shall not apply to the Brownsville PUB as the provisions for removal of PUB Directors are established by City Charter.

VI. OFFICIAL NOTIFICATION.

A letter of appointment shall be sent to each member appointed to a board or commission. A letter of gratitude shall be sent to each retiring member.

VII. NONDISCRIMINATION.

The City of Brownsville is committed to providing an inclusive and welcoming environment for all members of our community and to ensuring that board and committee appointments are based on individuals' abilities and qualifications. Consistent with this principle and applicable laws, it is therefore the City's policy not to discriminate in making appointments to its boards and committees on the basis of race, color, gender, national origin, age, religion, creed, disability, veteran's status, sexual orientation, gender identity or gender expression. Such a policy ensures that only relevant factors are considered and that equitable and consistent standards of conduct and performance are applied.

VIII. SAVINGS CLAUSE

These rules shall apply generally as follows:

This policy shall apply generally to all city boards with the exception that, in the case of a conflict between this policy and state law, or the city charter, state law or the city charter shall prevail.

The procedures relating to the Commission's appointment of board members shall apply to all City Boards, including the Brownsville PUB, the GBIC a Type-A corporation, and the BCIC a Type-B corporation.

In the event of a conflict, between this policy and any bylaw provision of any internal city board (but not the Brownsville Public Utilities Board,) this policy shall control.

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

IX. NON WAIVER

This policy is intended as a procedural guide for the City Commission and is not intended to establish any property right or procedural right as to any board appointment which appointments are totally discretionary with the City Commission. The City Commission shall have the right to modify or change this policy.

The right to make an appointment to any City Board is a discretionary right which belongs to the City Commission or, in several cases where required by statute, the Mayor. The City Commission does not, through adoption of this policy, abandon or cede any of its discretionary rights to make appointments.

This policy is intended as a guide for the Commissions and shall not create any property right or right to procedural due process or due course of law under the constitutions of the State of Texas or the United States. The Commission reserves the right to change or eliminate this procedure at any time it feels, in its discretion, it no longer best serves the interests of the City of Brownsville.

CITY OF BROWNSVILLE

ORDINANCE NO. 2023-1724

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, AMENDING CHAPTER 2, "ADMINISTRATION", ARTICLE IV, "BOARDS, COMMITTEES, COMMISSIONS", DIVISION 1, "GENERALLY" OF THE CODE OF ORDINANCES, CITY OF BROWNSVILLE, TEXAS, TO ADOPT SECTION 2-311 THROUGH SECTION 2-322, TO BE TITLED CITY BOARD POLICIES; PROVIDING SAVINGS, REPEALING AND SEVERABILITY CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Brownsville, Texas (the "City") is a Home Rule Municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City is authorized by Texas Local Government Code §51.001 to adopt or amend any ordinance that is for the good government, peace, or order of the municipality or for the trade and commerce of the municipality; and

WHEREAS, the City Commission of the City has previously enacted ordinances and resolutions creating various boards, commissions, task forces, and committees ("City Boards"); and

WHEREAS, these City Boards advise the City Commission on matters related to City policies, planning and programming, and/ or fulfilling statutory responsibilities of the City; and

WHEREAS, the City Commission now deems it advisable and necessary to update the City Board policies and codify the aforementioned policies into the City's Code of Ordinances, thereby regulating the operation of and appointment to the City's various boards, commissions, task forces, and committees; and

WHEREAS, the City Commission deems it necessary, expedient, and in the best interest of the City to adopt the below revisions.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS:

Section 1. Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Amendments. Chapter 2, "Administration", Article IV, "Boards, Committees, Commissions", Division 1, "Generally" of the Code of Ordinances, is hereby amended to adopt section 2-311 through section 2-322, to be titled "City Board Policies", to read entirely as follows:

Chapter 2 – ADMINISTRATION

ARTICLE IV. - BOARDS, COMMITTEES, COMMISSIONS

DIVISION 1. - GENERALLY

Secs. 2-311.- Purpose.

To encourage qualified individuals to serve on city boards, to increase the information available to the public regarding service on city boards, and to make the commission aware of qualified individuals who may be willing to serve on city boards. The City Commission recognizes that the city is best served by boards and advisory bodies that reflect the geographic distribution and diversity of the community they serve. The Commission also recognizes that the needs of the city and the agencies are best met when qualified candidates are matched to the boards' individual requirements.

Secs. 2-312.- Applicability.

These rules shall generally apply as follows:

This division shall apply generally to all city boards, excluding Brownsville Public Utilities Board (BPUB) unless otherwise indicated, with the additional exception that, in the case of a conflict between this division and state law, or the city charter, state law or the city charter shall prevail.

The procedures relating to the Commission's appointment of board members shall apply to all city boards, including the BPUB, the Greater Brownsville Incentives Corporation (GBIC), a Type-A corporation, and the Brownsville Community Improvement Corporation (BCIC), a Type-B corporation.

In the event of a conflict, between this division and any bylaw provision of any internal city board this division shall control.

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

Secs. 2-313. – Definitions.

The following words shall have the meanings ascribed to them by this section:

(a) ADVISORY BOARD(S) means a City Board that exists to provide the City Commission advice on the subject matter assigned to the board by the Commission or by statute. An advisory board shall provide advice through reports to the City Commission unless another method is established by statute, city charter, ordinance, resolution, or minute entry. Because such boards are solely advisory in nature, the City Commission has ultimate authority and can accept, reject, or amend such advice. Unless otherwise provided for by its enabling act, ADVISORY BOARDS are not subject to the Texas Open Meetings Act but must post notice of meetings pursuant to section 2-320, Meeting Procedures. ADVISORY BOARDS may meet and take action if a quorum is not established at a posted meeting.

(b) BOARD or CITY BOARD means a board, committee, task force, or commission of the city which is established by statute, City Charter, ordinance, resolution, or minute entry. Unless made specifically applicable in this division, a Board or City Board does not mean BPUB.

(c) BOARD LIAISON means the city staff member assigned by the City Manager, or their designee, to work and provide support to the board. The board liaison's role is to:

a. Prepare meeting agendas, and support the applicable Department with the submittal of staff reports and supporting documentation for agenda items for the City Board prior to meetings.

b. Conduct roll call and take attendance at each meeting.

c. Perform quarterly audits on attendance.

d. Ensure compliance with the Texas Open Meetings Act and the Public Information Act, where applicable.

e. Support the applicable Department staff and City Board with preparing board recommendations and presentations to the City Commission.

f. Support the applicable Department Director with board member requests for information related to the business of the board.

g. Provide board training or assist in securing specialized training for the boards.

h. Except for quasi-judicial boards such as the Board of Adjustment and Building Standards Commission, Board members do not have authority over the work program of city staff. Rather, the liaison acts as an information resource and provides technical assistance. City Board members may not direct city staff in the performance of their commission-related activities, nor can they assign projects or direct the work of staff. A City Board may request staff assistance on various projects; however, the City Manager, or their designee, must approve all requests that create a substantial demand for a work product.

i. When not in conflict with the City Charter or the bylaws of BPUB, GBIC, and BCIC, the director or chief executive officer (CEO) of these entities, or their designee, shall serve as that entity's Board Liaison to the city. The remaining provisions of this subsection (c) do not apply to BPUB, GBIC, or BCIC.

(d) CHAIR means the presiding officer of a board, whether appointed by the City Commission or elected by the other members of the board. A Chair is a member of the City Board and maintains those powers granted to them under the City Board's bylaws.

(e) CITY VENDOR means any individual, corporation, or company that has contracted with the city for services or goods.

(f) CONFLICTS OF INTEREST means the conflicts of interest and transparency laws codified as Local Government Code Chapters 145, 171, 176, and Government Code Chapters 553 and 2252 aimed at local officials' conflict of interest, including the City's Ethics Ordinance codified as Chapter 38 of the City's Code of Ordinances.

(g) GOVERNMENTAL BODY means every deliberative body having rule or quasi-judicial power and classified as a department, agency, entity, or political subdivision of the city. This includes BPUB, GBIC and BCIC.

(h) MEETING means a deliberation between a quorum of a governmental body, or between a quorum of a governmental body and another person, during which public business or public policy over which the governmental body has supervision or control is discussed or considered during which the governmental body takes formal action. For Advisory Boards only, a MEETING may also occur with a non-quorum of the Advisory Board, or between a quorum of an Advisory Board and another person, at a meeting posted pursuant to section 2-320, Meeting Procedures.

(i) MEMBER means a duly appointed member of a City Board.

(j) REGULAR MEETING means a regularly scheduled meeting established by state statute, City Charter, ordinance, resolution, or minute entry and may be scheduled weekly, monthly, semimonthly, or quarterly, as the responsibilities of the board necessitate, at a location within a building open to the public.

(k) SPECIAL MEETING or SPECIAL CALLED MEETING means a meeting called by the chair at any time, or called by the written request of two members of the City Board.

(l) TASK FORCE means an ad hoc committee formed to carry out necessary charges or work on pressing issues. Unlike a commission or standing committee that has ongoing responsibilities, a task force is usually time-limited, focusing on specific goals.

Secs. 2-314. – Appointment Process for Board Appointment.

(a) Each City Commission member is responsible for making nominations for City Board places assigned to him or her, which corresponds to the City Commission member's place, including Brownsville PUB. Individual City Commission members make nominations to the full City Commission for the governing body's approval or disapproval. The City Commission will make every reasonable attempt to ensure that the geographical diversity of the different city districts is fairly represented on all City Boards, including BPUB. City Commission members may consider an individual's qualifications, willingness to serve, application information in selecting nominations for service, and any prior board service/attendance, as applicable. There shall be no district residency requirement to serve for a specific position on a City Board.

a. **Seven Member Boards**. For City Boards with seven members, each City Commission member is responsible for making nominations for City Board places assigned to him or her, which corresponds to the City Commission member's place.

b. **Eight or More Member Boards**. On all City Boards having eight or more appointed members, each City Commission member is responsible for making nominations for City Board places assigned to him or her, which corresponds to the City Commission member's place, all other remaining positions may be selected from the qualified candidates as determined by the City Commission, unless state law, city charter, ordinance, or resolution requires otherwise.

(b) The Board Liaisons shall promptly notify the City Secretary of any current or anticipated vacancies on city boards and committees. The members of the City Commission should also actively recruit candidates who wish to apply for service on City Boards.

(c) The City Secretary shall post and advertise on the city's web page current and upcoming vacancies in city boards and committees. The City Secretary will gather all applications that meet the minimum eligibility criteria set forth in this division, or those found within the city charter, ordinance, or resolution, and submit them to the City Commission. The applications will be considered to be on file and effective for one year.

(d) The members of the City Commission shall make their motions to appoint qualified candidates who are eligible for a term on said board/committee.

(e) All appointed members shall complete an application packet containing and execute a conflict-of-interest statement before being sworn in to their position on a City Board.

Secs. 2-315. – Application Process Applicable to Mayoral Appointments.

Texas Law gives the Mayor of a municipality the unilateral authority to make certain appointments. The following procedure is advisory only. The Mayor should, any time he/she wishes to make an appointment, notify the City Secretary of the vacancy, who shall post and advertise on the city's web page current and upcoming vacancies on such boards. Any interested applicant seeking an appointment should complete an application packet and execute a conflict of interest statement before being considered for a mayoral appointment for service on any City Board. The City Secretary will gather all applications which meet the minimum eligibility criteria set forth in this division and submit them to the Mayor for review. The Mayor shall announce the name of the appointee at a City Commission meeting. Such a policy ensures that the Commissioners and the public are informed of who was appointed by the Mayor.

Secs. 2-316. – Eligibility Criteria.

(a) **Applicability.** This section applies to all City Boards including BPUB.

(b) **Written Application**. A signed, current application form may be submitted for consideration for service on a City Board. Applications are considered current for one (1) year after the original submittal, after which the application will be removed from consideration. The applicant may reapply and submit a new application.

(c) **Residency**. Unless the authorizing ordinance or law creating or otherwise governing a board or committee specifically requires otherwise, appointees shall be residents of the City of Brownsville, Texas. However, the City Commission may also appoint an individual to a City Board if otherwise permitted by law, where that individual has established a business in Brownsville, provided significant civic or community service within Brownsville, or who has otherwise demonstrated prior significant willingness to serve the community in Brownsville, Texas. The same shall apply to appointments made for the GBIC and the BCIC where permitted by state law.

(d) **Nepotism**. Pursuant to section 30, Nepotism, of the city charter, no person related within the second degree by affinity, or within the third degree by consanguinity, to the mayor or any of the commissioners, shall be appointed by the city commission, nor a person thus related to the city manager shall ever be appointed by him to any office, position, clerkship or service of the city.

(e) **Default to City**. No person shall be appointed a member of a board who is in default in the payment of any valid indebtedness or obligation due the City.

(f) **Criminal Check**. No individual may serve on any City Board who has a felony conviction from which the individual has not been pardoned or otherwise released from the resulting disabilities or who has, within the past ten years, been convicted of any crime of moral turpitude.

(g) **Vendors or Grantees**. No individual who is presently a City Vendor, or who presently owns a substantial interest in any company which is a city vendor, is eligible to sit on a City Board which contracts directly with that vendor. No individual who has obtained business incentives from a City Board, or individual who owns a substantial interest in any company which has obtained business incentives from any City Board, may serve on that same City Board within five years of receiving such incentives.

(h) **Pending Litigation or Claim**. No individual who has pending litigation or a claim against the City, or who represents any person, group, or entity that has adverse interests to the City, including, but not limited to, mediation, arbitration, or any adverse proceeding, may serve on a City Board.

Secs. 2-317. – Number of Members, Term of Office, Attendance, and Multiple Service.

(a) **Number of Members**. Unless otherwise provided by state law, City Charter, or City Commission exception, all City Boards shall be composed of seven members.

(b) **Terms of Office.** All terms shall be staggered two (2) years commencing on January 1st and expiring on December 31st unless otherwise provided by state law, city charter, resolution, or ordinance.

(c) **Appointments**. Appointments shall be made quarterly, and appointments are effective when made. An appointment made for filling a vacancy shall be for the remainder of the term for the position filled.

(d) **Attendance**. A City Board member shall attend seventy-five percent (75%) of the regular meetings during a term to be considered for reappointment. Any Board member or committee member who has three consecutive unexcused absences from a regular meeting shall be automatically deemed to have resigned from his/her appointment with no further action by the City Commission. A special called meeting will not reset the three consecutive regular meetings. The following criteria are automatically excused absences: personal or family illness, death of a family member, jury duty, service in the armed forces, testifying before the legislature, attending a seminar involving municipal matters of importance to the member's duties, or an absence necessary for the member's business or employment. At the request of a member, the board a member serves on may also consider excusing an absence that does not fall within the criteria for automatically excused absences if approved by a majority vote of the members present. Such action must be taken at a posted meeting that is not more than two posted meetings from the absence and must be recorded in the minutes. If members at the time of this section's enactment have absences that meet the criteria for automatically excused absences, that member's absences shall be excused under this subsection (d). However, a member who has been deemed as vacated their position shall be considered a holdover member of that City Board until such time as the City Commission will fill the said vacancy by appointment.

(e) **Continued Service**. A City Board member is immediately eligible for all other City Boards upon completion of term limits on the current City Board.

(f) **Multiple Service**. Except for City Board members serving as an alternate or a temporary appointment for a specific matter, such as service on a Task Force, no City Board member shall serve concurrently on more than two City Boards as a Regular Member.

(g) **Family Service**. No spouses or individuals related within one degree of consanguinity or affinity may simultaneously serve on the same City Board. Spouses and individuals related within one degree of consanguinity or affinity may serve on different City Boards provided they comply with any statutes or rules pertaining to conflict of interest. Pursuant to the City Charter, no person related within the second degree by affinity, or within the third degree by consanguinity, to a member of the City Commission, shall be appointed by the City Commission, nor a person thus related to the City Manager shall ever be appointed by him/her to any City Board.

(h) **Removal**. The City Commission may remove any board member at any time, with or without cause, including but not limited to the failure to attend seventy-five percent (75%) of board meetings within a member's term or violating any provision of this Division. This shall not apply to Boards whose removal is governed by the city charter or state statute, in which case the city charter or state statute will control. The procedures relating to the removal of board members shall apply to all City Boards, including the GBIC and the BCIC, whose Board members serve at the will of the City Commission. The procedures relating to removal of board members shall not apply to the BPUB as the provisions for the removal of BPUB Directors are established by city charter.

Secs. 2-318. – Official Notification; Acceptance.

(a) This section applies to all City Boards, including BPUB.

(b) After the City Commission appoints or reappoints a person to serve as a member of a City Board, the City Secretary, or Board Liaison, shall notify the person of the appointment or reappointment either through the U.S. mail or via e-mail. The notification from the City Secretary, or Board Liaison, shall request acceptance of the appointment within 10 calendar days from the date of receiving notice of the appointment or reappointment. Board Members reappointed to City Boards will be notified and will be asked to notify the City Secretary's office, or Board Liaison, if they decline the appointment.

(c) The appointee must take the required Open Government training and provide certificates of completion to the City Secretary within 90 days of the acceptance of an appointment, or reappointment, or shall be considered as having vacated their position.

(d) The appointee must submit the required personal finance statement required by the City's Code of Ethics, and any additional form as required by state statutes. Failure to submit the required statement to the City Secretary's Office within 90 days of the acceptance of an appointment, or reappointment, shall be considered as having vacated their position.

(e) The Board Liaison shall send a letter of gratitude on behalf of the City to each retiring member.

Secs. 2-319. – Oath of Office; Orientation and Training.

(a) Pursuant to the city charter, City Board members are required to take one or more oaths of office. The corresponding Board Liaison is also responsible for ensuring all documents finalizing the appointment processes have been completed before allowing a member to participate in a meeting.

(b) City Board members are required to participate in training session(s) provided by the city. These training sessions will be scheduled as a regular agenda item by the Board Liaison. Members are also required to complete open government training through the Texas Attorney General's Office. Upon completion of training, members must submit a completed certificate to the City Secretary or Board Liaisons.

(c) Board Liaisons shall provide orientation with "new" appointees well in advance of the first meeting to provide a general overview of the board's responsibilities, agenda/meeting process, and any other issues relevant to the board, commission, or committee.

Secs. 2-320. – Meeting Procedures.

(a) Board meetings are governed by Robert's Rules of Order, the board's bylaws or rules of procedure, and any applicable state statutes.

(b) Each Board shall adopt the city's standard board bylaws. A bylaw amendment is not effective unless approved by the City Commission after review by the Office of the City Attorney.

(c) Boards may adopt special rules of procedure as required. A board's special rules of procedure may not conflict with state or federal law, the board's bylaws, or the city charter and code of ordinances.

(d) Unless otherwise provided for by its enabling act, Advisory Boards are not subject to Texas Open Meetings Act ("TOMA") quorum requirements but must post the agenda at least 72 hours before the stated meeting time. All other City Boards must comply with TOMA.

Secs. 2-321. – Nondiscrimination.

The city is committed to providing an inclusive and welcoming environment for all members of our community and to ensuring that board and committee appointments are based on individuals' abilities and qualifications. Consistent with this principle and applicable laws, it is, therefore, the city's policy not to discriminate in making appointments to its boards and committees on the basis of race, color, gender, national origin, age, religion, creed, disability, veteran's status, sexual orientation, gender identity or gender expression. Such a policy ensures that only relevant factors are considered and that equitable and consistent standards of conduct and performance are applied.

Secs. 2-322. – Nonwaiver

This division is intended as a procedural guide for the City Commission and is not intended to establish any property right or procedural right as to any board appointment, which appointments are totally discretionary with the City Commission. The City Commission shall have the right to modify or change this division.

The right to make an appointment to any City Board is a discretionary right that belongs to the City Commission or, in several cases where required by statute, the Mayor. The City Commission does not, through the adoption of this division, abandon or cede any of its discretionary rights to make appointments.

This division is intended as a guide for the City Boards and shall not create any property right or right to procedural due process or due course of law under the constitutions of the State of Texas or the United States. The City Commission reserves the right to change or eliminate this procedure at any time it feels, at its discretion, if it no longer best serves the interests of the city.

Section 3. Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

Section 4. Severability. Should any section, subsection, sentence, clause, phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Brownsville hereby declares that it would have passed this Ordinance, and each section, subsection,

sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 5. Effective Date. Pursuant to the City Charter, this Ordinance shall become effective upon its second and final reading and passage. Members of City Boards who automatically vacated their position under the 2018 Board and Commission Policies, and were not removed by the City Commission and whose position was not filled by another appointment, shall be reappointed to the remainder of their term for the position with that City Board.

Section 6. Open Meetings. That it is hereby found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given, all as required by Article 551.041, Texas Government Code.

Signature Page Follows

INTRODUCED and PASSED at a PUBLIC HEARING and FIRST READING on this the 1st day of August, 2023.

APPROVED AND PASSED on the SECOND and FINAL READING on this the 12th day of December, 2023.

_____
John Cowen, Jr.
Mayor

ATTEST:

_____
Yolanda Galarza-Gomez, TRMC
City Secretary

APPROVED AS TO FORM:

_____
Guillermo (Will) S. Trevino
City Attorney

Exhibit "A"

TEMPLATE FOR STANDARD CITY BOARD BYLAWS

BYLAWS OF THE

(Board Name)

ARTICLE 1. NAME.

The name of the board is _____ *(board name as it appears in the City Code of Ordinances or other enabling act).*

ARTICLE 2. PURPOSE AND DUTIES.

The purpose of the board is _____. *(Insert the information directly from the City Code of Ordinances or other enabling act.)*

ARTICLE 3. MEMBERSHIP.

(A) The board is composed of _____ members appointed by the city commission.

(B) A member serves at the pleasure of the city commission.

(C) Board members serve for a term of _____ years beginning _____ on the year of appointment.

(D) An individual board member may not act in an official capacity except through the action of the board.

(E) A board member shall attend seventy-five percent (75%) of the regular meetings during a term. Any board member who has three consecutive unexcused absences from a regular meeting shall be automatically deemed to have resigned from his/her appointment with no further action by the City Commission. A special called meeting will not reset the three consecutive regular meetings. The following criteria are automatically excused absences: personal or family illness, death of a family member, jury duty, service in the armed forces, testifying before the legislature, attending a seminar involving municipal matters of importance to the member's duties, or an absence necessary for the member's business or employment. At the request of a member, the board a member serves on may also consider excusing an absence that does not fall within the criteria for automatically excused absences if approved by a majority vote of the members present. Such action must be taken at a posted meeting that is not more than two posted meetings from the absence and must be recorded in the minutes. If members at the time of this section's enactment have absences that meet the criteria for automatically excused absences, that member's absences shall be excused under this subsection (d). However, a member who has been deemed as vacated their position shall be considered a holdover member of that City Board until such time as the City Commission will fill the said vacancy by appointment.

(F) At each meeting, the board liaison shall take roll call and record the attendance of each member.

(G) A member who seeks to resign from the board shall submit a written resignation to the chair of the board, the staff liaison, or the city secretary's office. If possible, the resignation should allow for a thirty-day notice so the city commission can appoint a replacement.

ARTICLE 4. OFFICERS.

(A) The officers of the board shall consist of a chair and a vice-chair *[or insert other name of officers]*.

(B) Officers shall be elected annually by a majority vote of the board at the first regular meeting of the calendar year. In the event a current officer becomes ineligible to serve as an officer, the board may hold an emergency election as needed.

(C) The term of office shall be _____ year, beginning _____1st and ending _____ 30th/31st. An officer may continue to serve until a successor is appointed.

(D) A member may not hold more than one office at a time.

ARTICLE 5. DUTIES OF OFFICERS.

(A) The chair shall preside at board meetings, represent the board at ceremonial functions and approve each final meeting agenda.

(B) In the absence of the chair, the vice-chair shall perform all duties of the chair.

ARTICLE 6. AGENDAS.

(A) Two or more board members may place an item on the agenda by written request to the staff liaison. The written request must be made five days before the meeting. After first consulting with and receiving input from the board liaison and Department Director, the chair shall approve each final meeting agenda. However, the chair shall not have the power to remove a duly requested item from the agenda.

(B) The board liaison shall submit the meeting agenda through the online agenda posting system for each meeting not less than 72 hours before the meeting.

(C) Posting of the agenda must comply with Texas Government Code Chapter 551 (Texas Open 38 Meetings Act).

ARTICLE 7. MEETINGS.

(A) The board meetings shall comply with Texas Government Code Chapter 551 (Texas Open Meetings Act).

(B) Board meetings shall be governed by Robert's Rules of Order *(or name other governing set of rules)*.

(C) The board may not conduct a closed meeting without the approval of the city attorney so long as the meeting is under an exception provided for by Chapter 551 of the Texas Government Code, the Texas Open Meetings Act.

(D) The board shall meet *(select one of the following: monthly, quarterly, or when the board is legally required to meet in order to comply with a legal deadline.)* In December *(or such other time when the board regularly meets)* of each year, the board shall adopt a schedule of the meetings for the upcoming year, including makeup meeting dates for the holidays and cancelled meetings.

(E) The chair may call a special meeting or two or more members may request the Board Liaison to post notice for a special meeting. The call shall state the purpose of the meeting.

(F) _____ members constitute a quorum.

(G) If a quorum for a meeting does not convene within one-half hour of the posted time for the meeting, then the meeting may not be held. *(delete for advisory boards)*

(H) To be effective, a board action must be adopted by an affirmative vote of the number of members necessary to provide a quorum.

(I) The chair has the same voting privilege as any other member.

(J) The board shall allow citizens to address the board on agenda items and during a period of time set aside for citizen communications. The chair may limit a speaker to three minutes. Members of the board may suspend the rules to allow additional time to a speaker.

(K) The board liaison, or designated representative, shall prepare the board minutes. The minutes of each board meeting must include the vote of each member on each item before the board and indicate whether a member is absent or failed to vote on an item.

(L) The city secretary, or board liaison, shall retain agendas, approved minutes, internal review reports and bylaws. The _____ *(liaison's department name)* shall retain all other board documents. The documents are public records under Texas Local Government Code Chapter 552 (Texas Public Information Act).

(M) The chair shall adjourn a meeting not later than _____ (10 p.m. or some other time), unless the board votes to continue the meeting.

(N) Each person and board member attending a board meeting should observe decorum pursuant to Section 2-26, Meetings and Agendas, of the City Code of Ordinances.

ARTICLE 8. COMMITTEES/WORKING GROUPS.

COMMITTEES

(A) The _____ *(Name of the board)* shall have the following committees: *(Name and describe the duties of each Committee.*

If the board does not have any committees, use the following language):

(A) The _____ *(Name of the board)* will have no committees.

(B) Each committee must be established by an affirmative vote of the board. A committee cannot meet until its creation is approved by the City Commission. Each committee shall consist of at least three board members appointed by the chair. A staff member shall be assigned to each committee by the director of the _____ *(department name)*.

(C) The board chair shall appoint a board member as the committee chair, with the member's consent.

(D) A majority of the total number of appointed committee members constitutes a quorum.

(E) Each committee shall meet on a regularly scheduled basis at least quarterly.

(F) Each committee shall make an annual report to the board at the January board meeting.

(G) Committee meetings must be posted in accordance with Texas Government Code Chapter 551 (Texas Open Meetings Act).

(H) At each committee meeting, a committee member shall sign in on a sheet provided and shall indicate that the member has no conflict of interest with any item on the committee meeting agenda, or identify each agenda item on which the member has a conflict of interest.

WORKING GROUPS

(A) The board can determine the size of a working group but the number of board members serving on the working group must be less than a quorum of the board.

(B) A working group may designate a chair, with the member's consent, but is not required to do so.

(C) Quorum requirements do not apply to working groups.

(D) Staff support will not be provided for working groups.

(E) Working groups are not required to post their meetings in accordance with the Texas Government Code Chapter 551 (Texas Open Meetings Act).

ARTICLE 9. PARLIAMENTARY AUTHORITY.

The rules contained in the current edition of Robert's Rules of Order (Or insert other governing set of rules) shall govern the board in all cases to which they are applicable, except when inconsistent with these bylaws or with special rules of procedure which the board or city commission may adopt.

ARTICLE 10. AMENDMENT OF BYLAWS.

A bylaw amendment is not effective unless approved by the [name of board] and City Commission.

The bylaws were approved by the _____ *(insert - board name)* at their meeting held on _____ *(insert – month date, year)*.

_____ _____

(Signature of Executive or Staff Liaison) *(Insert – Title -- Executive or Staff Liaison)*

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Lupe Granado, Finance Director
Date:	Tuesday, December 12, 2023
Agenda #:	Consideration and **ACTION** to acknowledge the Finance Director's financial statements and cash investment report for the City of Brownsville for the fourth quarter ended September 30, 2023. (Financial Services Department)

Summary:
This financial report includes all the operating, debt service, internal service, and capital projects funds and six separate sections. The first section includes the finance director's memo, the second section includes information about all governmental funds, the third section includes information about all enterprise funds, the fourth section includes information about all internal service funds, the fifth section provides multi-year information for all capital project funds and the sixth section includes information on the city's cash and investments balances. All funds include unaudited revenues and expenditures through September 30, 2023 (FY2023 Q4). Significant City transactions reported in section I include major revenue sources for sales tax and Ad Valorem, along with significant expenses for BPUB utility services. Our investment policy requires that we present the City's investments to the City Commission quarterly.

Project Scope and Analysis:
N/A

Funding:

Source:
Amount:
Local Contribution if Applicable:

Recommendation:
Staff recommends approval

Commission Pillar:
Governance

Attachments:

1. COB FY 2023 Q4 Financials

City of Brownsville, Texas
Financial Statements &
Cash Investment Report
For the Quarter Ended
September 30, 2023 (FY2023 Q4)

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CITY OF BROWNSVILLE, TEXAS
OFFICE OF THE FINANCE DEPARTMENT
PHONE: 956-548-6019
FAX: 956-546-2270 OR
956-546-1763
Email: lupe@brownsvilletx.gov

MEMORANDUM

TO: **HELEN RAMIREZ, CITY MANAGER**

FROM: **GUADALUPE GRANADO, III, FINANCE DIRECTOR**

DATE: **NOVEMBER 28, 2023**

SUBJECT: **FINANCIAL STATEMENTS FOR FY2023 Q4**

Because we want to assist the reader with an understanding of all the City's finances, this financial report includes all the operating, debt service, internal service, and capital projects funds. This report includes six separate sections: the first section includes the finance director's memo; the second section includes information for all governmental funds; the third section includes information for all enterprise funds; the fourth section includes information for all internal service funds; the fifth section includes multi-year information for all capital project funds and the sixth section includes information on the City's cash and investments balances. All funds include current year revenues and expenditures for the fiscal period ending September 30, 2023 (FY2023 Q4). Because our two major revenue sources are sales tax and ad valorem taxes, supplemental information is included in section I. Also included in section I are the BPUB utility services expenses. Our investment policy requires that we present the City's investments to the City Commission on a quarterly basis. The cash investments by fund in this report comply with the investment strategy statement readopted by the City Commission on September 20, 2022.

GENERAL FUND

Sales tax revenue of $43.7M for the quarter ended September 30, 2023 (FY2023 Q4), page 5 indicates an increase of 5.18% or $2.1M compared to same quarter last year (FY2022 Q4). Current year actual sales tax revenue exceeded current year budgeted sales tax revenue by $7.7M or 21.60% .

For the fiscal period ending September 30, 2023 (FY2023 Q4), the City has collected $56M or 97.79% of the ad valorem tax levy compared to 97.21% last fiscal year. Page 6 shows this comparison.

The BPUB utility expenditures listed on page 10 shows an increase of $1M in comparison to the same period as last fiscal year. For the fiscal period ended September 30, 2023 (FY2023 Q4) the

surplus cash transfer from BPUB totaled approximately $11.6M, a decrease of approximately 2.91% or $348K compared to prior year.

CONVENTION & TOURISM FUND

The hotel/motel tax collections for the fiscal period ending September 30, 2023 (FY2023 Q4) were $2M, an increase of $455K from FY2022. Revenues and expenditures on this fund are shown on page 47 of Section II.

COMMUNITY DEVELOPMENT FUND

Funding for this fund is from Community Development Block Grant funds. Revenues and expenditures on this fund are on page 47 of Section II.

AMERICAN RESCUE PLAN (ARP) FUND

Funding for this fund is from American Rescue Plan Grant funds. The American Rescue Plan Act of 2021 (Pub. L. No. 117-2), also called the COVID-19 Stimulus Package or American Rescue Plan, is a $1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law by President Joe Biden on March 11, 2021, to speed up the United States' recovery from the economic and health effects of the COVID-19 pandemic and the ongoing recession. The City of Brownsville, being placed in the "Metropolitan City" category, is a direct recipient of funding. Treasury guidance and direct allocation amounts were released on May 11, 2021. The City was awarded $65,194,584 of the available funding. During FY 2021 the City received $32,597,427 of the awarded funding. The remainder of the funding was received in June 30th, 2022. Revenues and expenditures on this fund are on page 47 of Section II

BPD FEDERAL FORFEITURE FUND

This fund is under the control of the police chief. Revenues are derived from forfeitures awarded by the federal courts from illegal drug seizures. The police chief decides how the money should be spent for police related activities. Revenues and expenditures on this fund are on page 47 of Section II.

BPD FORFEITURE FUND

This fund is under the control of the police chief. Revenues are derived from forfeitures awarded by the courts from illegal drug seizures. The police chief decides how the money should be spent for police related activities. Revenues and expenditures on this fund are on page 47 of Section II.

STREET & DRAINAGE MAINTENANCE FUND

Revenues and expenditures on this fund are shown on page 47 of Section II.

GENERAL NON-BONDED DEBT SERVICE FUND

Revenues and expenditures on this fund are shown on page 47 of Section II.

DEBT SERVICE FUND

Revenues and expenditures on this fund are shown on page 47 of Section II.

AIRPORT CONSTRUCTION FUNDS

Revenues and expenditures on these funds are shown on page 52 in Section III of this report. These funds are listed below:

Airport Construction Fund 49
2018 Tax Note Fund 501
Airport Construction III Fund 51
Airport Construction II Fund 53
2008 Airport C.O. (GBIC) Fund 59

AIRPORT FUND

Airport revenues and expenses are shown on page 52 of Section III.

BRIDGE FUND

This fund is used to account for debt service expenses associated with the retirement of revenue bonds being shared equally between Cameron County and the City for the construction of an international bridge. Any excess funds are transferred primarily to the City's General Fund. Revenues and expenses are shown on page 53 of Section III.

MOTOR VEHICLE PARKING SYSTEM FUND

Revenues and expenses on this fund are shown on page 53 of Section III.

EVENT CENTER FUND

Revenues and expenses on this fund are shown on page 53 of Section III.

PUBLIC TRANSIT FUND

Revenues and expenses are shown on page 53 of Section III.

LANDFILL FUND

This fund is used to record landfill fees and garbage collections revenue. This fund also includes the federal unfunded mandate compliance environmental fee (FUMCEF), which became

effective on October 1, 1996. This fund pays for the expenses associated with the landfill, waste minimization, hotshot crew, and ecological management. Revenues and expenses on this fund are shown on page 53 of Section III.

BROWNSVILLE GOLF CENTER FUND

Revenues and expenses are shown on page 53 of Section III.

SPORTS PARK FUND

Revenues and expenses are shown on page 53 of Section III.

EMPLOYEE HEALTH INSURANCE FUND

Revenues and expenses of this fund are shown on page 55 in section IV of this report.

FLEET & FACILITY SERVICES FUND

Revenues and expenses of this fund are shown on page 55 in section IV of this report.

ENTERPRISE APPLICATIONS FUND

Revenues and expenses of this fund are shown on page 55 in section IV of this report.

WORKERS' COMPENSATION INSURANCE FUND

Workers' Compensation expenses under the self-funded program total $2,852 for the fiscal period ended September 30, 2023 (FY2023 Q4). This fund will continue to remain open until all outstanding claims are closed. This fund has a liability of $250K in claims payable. Even though the City elected to convert from a self-funded insurance plan to a fully insured workers' compensation plan beginning November 1, 1996, this fund is still listed separately because of prior years' future claims. Revenues and expenses on this fund are shown on page 55 of Section IV.

CAPITAL PROJECT FUNDS

Revenues and expenditures of these funds are shown on pages 56 through 74 in Section V of this report.

INVESTMENTS

Currently, the City is investing its idle funds with BBVA Compass, First Community Bank, Lone Star Pool, LOGIC Pool, Texas Term, Texas Class, and Texpool. All investments are within our investment guidelines readopted by the City Commission on September 20, 2022. These lists of investments are included on pages 75 through 78 in Section VI of this report.

CITY OF BROWNSVILLE, TEXAS
GENERAL FUND
SALES TAX COMPARISON
BETWEEN FISCAL YEARS 2022 AND 2023

MONTH COLLECTED	ACTUAL FY 2022	ACTUAL FY 2023	FY 2023 BUDGET	ACTUAL FY 2022 OVER/(UNDER) FY 2023	OVER/(UNDER) FY 2023 BUDGET	ACTUAL % INCREASE/ (DECREASE) FROM FY 2022	INCREASE (DECREASE) FROM FY 2023 BUDGET
October	$ 3,019,109	$ 3,347,849	$ 2,611,480	$ 328,740	$ 736,369	10.89%	28.20%
November	3,626,568	3,559,771	3,136,923	(66,797)	422,849	-1.84%	13.48%
December	4,256,553	4,431,803	3,681,850	175,250	749,953	4.12%	20.37%
January	3,009,194	3,163,466	2,602,905	154,272	560,562	5.13%	21.54%
February	2,997,789	3,252,279	2,593,039	254,490	659,240	8.49%	25.42%
March	3,915,731	4,031,749	3,387,044	116,018	644,705	2.96%	19.03%
April	3,363,254	3,279,845	2,909,160	(83,409)	370,685	-2.48%	12.74%
May	3,369,363	3,896,535	2,914,444	527,172	982,090	15.65%	33.70%
June	3,882,301	3,871,314	3,358,128	(10,988)	513,186	-0.28%	15.28%
July	3,133,892	3,485,501	2,710,766	351,609	774,735	11.22%	28.58%
August	3,419,346	3,803,492	2,957,679	384,146	845,813	11.23%	28.60%
September	3,608,485	3,632,627	3,121,281	24,141	511,345	0.67%	16.38%
TOTAL	$ 41,601,586	$ 43,756,231	$ 35,984,698	$ 2,154,645	$ 7,771,533		

The actual year-to-date increase (decrease) is	2,154,645	OR	5.18 %
The budget year-to-date increase (decrease) is	7,771,533	OR	21.60 %

CITY OF BROWNSVILLE, TEXAS
COMPARISON OF CURRENT YEAR
AD VALOREM TAX COLLECTIONS
BETWEEN FISCAL YEARS 2023 AND 2022

DEPOSIT DATE	FISCAL YEAR 2023 COLLECTIONS	FISCAL YEAR 2022 COLLECTIONS	OVER (UNDER) FISCAL YEAR 2023	FY 2023 TAX LEVY	PERCENT OF FY 2022 TAX LEVY COLLECTED	FY 2022 TAX LEVY	PERCENT OF FY 2022 TAX LEVY COLLECTED
October	27,310,646	26,292,193	1,018,454				
November	14,660,204	13,063,554	1,596,650				
December	3,471,401	3,481,739	(10,338)				
January	3,986,122	3,238,666	747,456				
February	2,664,671	2,908,038	(243,368)				
March	1,183,278	1,264,208	(80,930)				
April	685,218	704,648	(19,431)				
May	609,809	456,555	153,253				
June	508,528	493,895	14,633				
July	411,246	376,882	34,364				
August	299,606	269,409	30,197				
September	212,515	259,007	(46,492)				
TOTAL	**56,003,244**	**52,808,796**	**3,194,448**	**57,607,625**	**97.21%**	**54,000,223**	**97.79%**

CITY OF BROWNSVILLE, TEXAS
COMPARISON OF PRIOR YEAR
AD VALOREM TAX COLLECTIONS
BETWEEN FISCAL YEARS 2023 AND 2022

DEPOSIT DATE	FISCAL YEAR 2023 COLLECTIONS	FISCAL YEAR 2022 COLLECTIONS	OVER (UNDER) FISCAL YEAR 2023
October	189,272	204,777	(15,505)
November	163,797	198,008	(34,210)
December	180,513	170,287	10,226
January	93,895	168,793	(74,898)
February	104,892	144,775	(39,883)
March	132,074	153,271	(21,197)
April	113,156	111,677	1,479
May	98,945	100,578	(1,634)
June	106,127	101,345	4,783
July	76,531	93,234	(16,703)
August	66,240	84,812	(18,572)
September	64,404	101,687	(37,283)
TOTAL	**1,389,846**	**1,633,244**	**(243,398)**

CITY OF BROWNSVILLE, TEXAS
CURRENT YEAR AD VALOREM
TAX COLLECTIONS
FISCAL YEAR 2023

DEPOSIT DATE	GENERAL FUND FISCAL YEAR 2023 COLLECTIONS	DEBT SERV. FUND FISCAL YEAR 2023 COLLECTIONS	TOTAL COLLECTIONS FISCAL YEAR 2023
October	16,875,339	10,435,308	27,310,646
November	9,058,589	5,601,616	14,660,204
December	2,144,990	1,326,411	3,471,401
January	2,463,038	1,523,084	3,986,122
February	1,646,509	1,018,162	2,664,671
March	731,152	452,127	1,183,278
April	423,398	261,819	685,218
May	376,803	233,006	609,809
June	314,221	194,307	508,528
July	254,110	157,136	411,246
August	185,128	114,478	299,606
September	131,314	81,201	212,515
TOTAL	**34,604,590**	**21,398,654**	**56,003,244**

CITY OF BROWNSVILLE, TEXAS
PRIOR YEAR AD VALOREM
TAX COLLECTIONS
FISCAL YEAR 2023

DEPOSIT DATE	GENERAL FUND FISCAL YEAR 2023 COLLECTIONS	DEBT SERV. FUND FISCAL YEAR 2023 COLLECTIONS	TOTAL COLLECTIONS FISCAL YEAR 2023
October	119,925	69,347	189,272
November	103,608	60,190	163,797
December	114,351	66,162	180,513
January	59,482	34,413	93,895
February	66,518	38,374	104,892
March	83,737	48,338	132,074
April	71,153	42,002	113,156
May	62,883	36,062	98,945
June	67,118	39,009	106,127
July	48,234	28,297	76,531
August	42,358	23,882	66,240
September	40,812	23,592	64,404
TOTAL	**880,179**	**509,667**	**1,389,846**

CITY OF BROWNSVILLE
P.U.B. ULITIES CHARGES
FISCAL YEAR 2023

	Department		FY 2022 Through June	FY 2023 Through June	Over/(Under) FY 2023	% Increase (Decrease) FY 2023
215	CITY HALL		51,857.92	73,017.22	21,159.30	29%
216	CITY PLAZA		75,597.86	103,385.65	27,787.79	27%
311	POLICE OPERATIONS		111,445.70	127,616.06	16,170.36	13%
321	FIRE OPERATIONS		52,395.29	60,072.90	7,677.61	13%
620	PUBLIC WORKS/ENGINEERING	*1*	0.00	52,751.97	52,751.97	100%
869-01	STREETS & DRAINAGE	*2*	0.00	26,389.41	26,389.41	100%
490	CITY LIBRARY		71,964.82	85,432.18	13,467.36	16%
512	PARKS		316,521.84	343,214.88	26,693.04	8%
513	SWIMMING POOLS		19,104.26	21,035.05	1,930.79	9%
514	CITY CEMETERY		2,118.14	1,987.87	(130.27)	-7%
518	BUILDING MAINTENANCE	*3*	0.00	1,395.92	1,395.92	100%
518S	STEGMAN BUILDING	*4*	0	30,884.72	30,884.72	100%
519	MARKET SQ. BUILDING		7,858.31	10,697.53	2,839.22	27%
520	TRAFFIC ADMINISTRATION		145.84	848.10	702.26	83%
521	ELECTRICAL SIGNALS		38,833.14	44,517.86	5,684.72	13%
530	PUBLIC HEALTH ADMIN		1,010.43	935.65	(74.78)	-8%
531	ANIMAL CONTROL		21,660.77	29,214.96	7,554.19	26%
558	EL TAPIZ BUILDING		19,810.69	26,317.46	6,506.77	25%
558N	CASA NYLON		2,618.84	15,028.15	12,409.31	83%
558Y	YOUNG HOUSE	*5*	5,298.90	5,682.64	383.74	7%
558K	KRAIGHER HOUSE		0.00	0.00	0.00	-
559	SAN FERNANDO BLDNG		1,204.56	1,399.36	194.80	14%
862	SPORTS PARK		0.00	110,904.24	110,904.24	100%
869-101	609 E 11TH BLDNG		1,391.71	2,557.26	1,165.55	46%
869-02	HISTORIC B'VILLE MUSEUM		8,315.37	9,729.86	1,414.49	15%
869-03	GLADYS PORTER ZOO	*6*	584,784.88	738,762.85	153,977.97	21%
569-04	COMM. PLAYHOUSE		55,429.04	39,734.55	(15,694.49)	-39%
869-07	STREET LIGHTS		1,343,785.58	1,594,001.25	250,215.67	16%
869-08	STILLMAN HOUSE		15,685.70	27,762.43	12,076.73	44%
869-09	LITTLE LEAGUE PARKS		69,835.29	70,683.70	848.41	1%
869-10	MRKT SQUARE PLAZA		1,486.47	1,133.63	(352.84)	-31%
869-11	STREET MEDIANS-WATER		8,457.49	5,555.74	(2,901.75)	-52%
869-13	B'VILLE ART LEAGUE		26,179.75	31,284.44	5,104.69	16%
869-14	HEALTH CLINIC		35,730.42	42,000.21	6,269.79	15%
869-21	TENNIS CENTER COMPLEX		16,379.27	17,092.08	712.81	4%
869-24	FM 511 CITY HOUSE	*7*	2,014.59	2,382.42	367.83	15%
869-25	PARKS SPRINKLER METERS		7,296.81	3,004.90	(4,291.91)	-143%
869-28	PID AREATORS		8,016.69	10,445.39	2,428.70	23%
869-30	CHILDREN'S MUSEM		16,938.96	19,434.24	2,495.28	13%
869-31	CAPITAL THEATER		47.28	27.99	(19.29)	-69%
01-5111	BCRC		4,581.48	4,934.18	352.70	7%
64-516	EVENT CENTER	*8*	0.00	144,499.84	144,499.84	100%
11-517	TOURIST BUREAU BLDG.		18,682.44	18,242.37	(440.07)	-2%
66-415	LANDFILL	*9*	0.00	17,429.37	17,429.37	100%
61-541	AIRPORT MAINTENANCE		245,455.76	332,009.27	86,553.51	26%
61-544	AIRPORT OPERATIONS		16,637.30	17,807.24	1,169.94	7%
65-560	BUS		109,114.61	138,320.51	29,205.90	21%
56-560G	PARKING GARAGE		6,144.63	17,925.21	11,780.58	66%
67-505	B'VILLE GOLF CENTER FUND		28,956.35	32,298.41	3,342.06	10%
701-301			2,262.90	3,865.57		
	TOTAL		**3,433,058.08**	**4,515,654.69**	**1,080,993.94**	**24%**

1 Public Works is now Engineering
2 Streets & Drainage is now part of governmental funds
3 Building Maintenance is now an Enterprise Fund
4 New account for fiscal year 2021
5 Used by a non-profit organization
6 Large leak under Crocodile Exhibit. Was repaired early July
7 The building is in use by BCIC
8 Event Center is now an Enterprise Fund
9 Landfill is now an Enterprise Fund

CITY OF BROWNSVILLE, TEXAS
BRIDGE FUND
VETERANS BRIDGE CASH PAYMENTS FROM CAMERON COUNTY
BETWEEN FISCAL YEARS 2022 AND 2023

MONTH	PRIOR FY ACTUAL FY 2022	CURRENT ACTUAL FY 2023	FY 2023 BUDGET	ACTUAL FY 2023 OVER/(UNDER) FY 2022	OVER/(UNDER) 2023 BUDGET	ACTUAL % INCREASE/ (DECREASE) OVER FY 2022	INCREASE (DECREASE) OVER FY 2023 BUDGET
October	$ 216,660	$ 325,602	$ 153,000	$ 108,942	$ 172,602	50.28%	112.81
November	96,553	282,603	68,183	186,050	214,420	192.69%	314.48
December	311,162	346,252	219,734	35,090	126,518	11.28%	57.58
January	237,270	368,576	167,554	131,306	201,022	55.34%	119.97
February	244,154	397,763	172,415	153,609	225,348	62.91%	130.70
March	293,314	416,028	207,131	122,714	208,897	41.84%	100.85
April	288,060	349,253	203,420	61,193	145,833	21.24%	71.69
May	296,198	391,001	209,167	94,803	181,834	32.01%	86.93
June	289,586	333,919	204,498	44,333	129,421	15.31%	63.29
July	286,549	314,157	202,353	27,608	111,804	9.63%	55.25
August	320,438	437,689	226,285	117,251	211,404	36.59%	93.42
September	518,653	360,000 *	366,259	(158,653)	(6,259)	-30.59%	(1.71)
TOTAL	$ 3,398,597	$ 4,322,843	$ 2,400,000	$ 924,246	$ 1,922,843		

The actual year-to-date increase (decrease) is	924,246	OR	27.19 %
The budget year-to-date increase (decrease) is	1,922,843	OR	80.12 %

* Note: for purpose of this chart September 2023 has been estimated. no payment has been received from Cameron County

GENERAL FUND
BALANCE SHEET
September 30, 2023 (FY2023 Q4)

	Sep 30, 2022 FY 2022 Q4	Sep 30, 2023 FY 2023 Q4
Assets:		
Cash and Cash Equivalents	14,602,539	21,289,106
Investments	40,316,067	22,078,247
Accounts Receivables	20,807,120	22,060,989
Due from Other Funds	6,255,853	4,207,916
Inventory	324,375	111,708.05
Prepaid Expense	77,770	73,235
	-	-
Total Assets	**82,383,723**	**69,821,200**
Liabilities:		
Current Liabilities	19,752,038	19,429,438
Due to Other Funds	716,020	1,831,884
Total Liabilities	20,468,059	21,261,322
Fund Balance:		
Assigned	1,859,206	1,855,074
Committed	3,983,796	4,813,129
Restricted	4,086,152	4,611,288
Nonspendable	402,145	184,943
Unassigned	51,584,365	37,095,444
Total Fund Balance	61,915,664	48,559,878
Total Liabilities and Fund Balance	**82,383,723**	**69,821,200**

CITY OF BROWNSVILLE, TEXAS
GENERAL FUND
REVENUES & EXPENDITURES SUMMARY
September 30, 2023 (FY2023 Q4)

FY 2022 Q4 FY 2023 Q4

		Nonspendable	Restricted	Committed	Assigned	Unassigned	Total
Beginning Fund Balance:	10/1/2022	160,867	4,265,542	3,754,132	1,857,040	43,365,210	53,402,790
Prior Year/Other Adjustments		-	-	-	-	469,977.37	469,977.37
Encumbrance Adjustments		-	-	1,051,162.62	-	(1,051,162.62)	-
Inventory/Prepaids Adjustments		24,075.44	-	-	-	(24,075.44)	-
Revenues		-	657,006.32	7,834.38	117,607.65	136,348,421.67	137,130,870
Less Expenditures		-	(311,259.83)	-	(119,573.35)	(142,012,926.81)	(142,443,760)
Fund Balance:	9/30/2023	184,943	4,611,288	4,813,129	1,855,074	37,095,444	48,559,878

Revenue Budget by Account Classification Report

Through 09/30/23
Prior Fiscal Year Activity Included
Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund **01 - General Fund**									
REVENUE									
Franchise Fees	4,136,302.00	.00	4,136,302.00	190,985.50	.00	4,367,644.66	(231,342.66)	106	4,703,193.71
Property Taxes	35,434,193.00	.00	35,434,193.00	198,554.63	.00	34,765,440.58	668,752.42	98	34,058,806.76
Non-Property Taxes	330,000.00	.00	330,000.00	124,733.58	.00	594,974.86	(264,974.86)	180	568,148.35
Sales Taxes	33,700,484.00	2,284,214.00	35,984,698.00	10,901,811.83	.00	43,756,230.79	(7,771,532.79)	122	41,601,585.67
Fines and Forfeitures	2,197,900.00	.00	2,197,900.00	199,943.58	.00	1,853,476.02	344,423.98	84	2,240,373.07
Licenses and Permits	2,290,700.00	.00	2,290,700.00	259,016.67	.00	2,593,845.07	(303,145.07)	113	3,039,198.70
Fees, Services, Refunds, Etc.	5,221,133.00	.00	5,221,133.00	697,929.69	.00	6,826,598.01	(1,605,465.01)	131	5,904,169.98
Contributions	400,000.00	323,460.00	723,460.00	37,641.90	.00	719,408.52	4,051.48	99	626,202.26
Utility Services From BPUB	4,453,850.00	.00	4,453,850.00	494,829.75	.00	5,837,520.97	(1,383,670.97)	131	5,334,271.06
Surplus Funds From BPUB	9,900,000.00	.00	9,900,000.00	3,867,017.00	.00	11,625,156.00	(1,725,156.00)	117	11,974,092.00
Intergovernmental	1,055,930.00	5,838,096.00	6,894,026.00	278,114.70	.00	8,034,210.81	(1,140,184.81)	117	10,460,397.45
Misc. Revenue	1,793,319.00	.00	1,793,319.00	477,199.37	.00	2,859,621.65	(1,066,302.65)	159	2,583,045.42
Interest Income	250,000.00	.00	250,000.00	147,658.07	.00	2,446,742.08	(2,196,742.08)	979	486,143.58
Operating Transfers From Other Funds	12,400,000.00	.00	12,400,000.00	4,650,000.00	.00	10,850,000.00	1,550,000.00	88	9,075,000.00
REVENUE TOTALS	$113,563,811.00	$8,445,770.00	$122,009,581.00	$22,525,436.27	$0.00	$137,130,870.02	($15,121,289.02)	112%	$132,654,628.01
Fund **01 - General Fund** Totals	$113,563,811.00	$8,445,770.00	$122,009,581.00	$22,525,436.27	$0.00	$137,130,870.02	($15,121,289.02)		$132,654,628.01
Grand Totals	$113,563,811.00	$8,445,770.00	$122,009,581.00	$22,525,436.27	$0.00	$137,130,870.02	($15,121,289.02)		$132,654,628.01

Revenue Budget by Account Classification Report

Through 09/30/23
Prior Fiscal Year Activity Included
Detail Listing

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund **01 - General Fund**										
REVENUE										
Franchise Fees										
491-01	Franchise Fees Texas Gas Service	424,200.00	.00	424,200.00	(71,064.63)	.00	676,336.69	(252,136.69)	159	597,158.94
491-02	Franchise Fees Southwestern Bell Tele. Co.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-04	Franchise Fees Charter Communications (Spectrum	1,161,500.00	.00	1,161,500.00	.00	.00	871,513.59	289,986.41	75	1,230,076.13
491-05	Franchise Fees AEP Texas Central Co.	161,600.00	.00	161,600.00	55,475.28	.00	169,985.31	(8,385.31)	105	169,515.40
491-06	Franchise Fees Magic Valley Electric Coop	252,500.00	.00	252,500.00	.00	.00	231,499.63	21,000.37	92	354,728.78
491-07	Franchise Fees Governmental Mgmt. Services	1,060,500.00	.00	1,060,500.00	94,447.94	.00	1,160,875.15	(100,375.15)	109	1,124,046.56
491-08	Franchise Fees C. W. P.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-09	Franchise Fees Commercial Waste Disposal	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-10	Franchise Fees Browning-Ferris, Inc.	580,750.00	.00	580,750.00	65,141.03	.00	755,585.05	(174,835.05)	130	705,358.51
491-11	Franchise Fees Caprock Telecommunications	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-12	Franchise Fees Omniplex Communications Group	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-120	Franchise Fees Bellerud Communications, LLC	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-121	Franchise Fees Lone Star State Telephone Co.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-122	Franchise Fees AFN, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-123	Franchise Fees Am-Tel Texas LLC	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-124	Franchise Fees CNB Communications	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-128	Franchise Fees Express Telephone Svcs. Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-129	Franchise Fees Max-Tel Communications	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-13	Franchise Fees Verizon Select Services, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-131	Franchise Fees Diamond Telco, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-132	Franchise Fees Info Highway Communication	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-133	Franchise Fees Local Telephone Svc. Co., Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-135	Franchise Fees RTEX Communications Group	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-136	Franchise Fees DVC Telecom	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-137	Franchise Fees A. R. C. Networks, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-138	Franchise Fees Smartcom Telephone	18,180.00	.00	18,180.00	.00	.00	16,391.48	1,788.52	90	21,745.36
491-139	Franchise Fees Sprint United Management Co.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-14	Franchise Fees Hyperion Telecom	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-141	Franchise Fees Ciera Network Systems, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-142	Franchise Fees Tiagris Corporation	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-143	Franchise Fees Vycera Communications, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-144	Franchise Fees Cat Communications Int'l.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-146	Franchise Fees Lightyear	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-147	Franchise Fees Qwest Communication Corp.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-148	Franchise Fees Granite Telecommunications	14,140.00	.00	14,140.00	.00	.00	9,643.50	4,496.50	68	11,222.67
491-149	Franchise Fees Foremost Telecommunications	7,070.00	.00	7,070.00	.00	.00	3,918.56	3,151.44	55	7,760.03
491-15	Franchise Fees AT & T Corp.	151,500.00	.00	151,500.00	.00	.00	86,816.87	64,683.13	57	129,614.45
491-150	Franchise Fees XO Management Services, Inc.	150.00	.00	150.00	.00	.00	512.82	(362.82)	342	189.84
491-151	Franchise Fees Netifice Communications	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-16	Franchise Fees B.F.I. - El Jardin Coll.	7,070.00	.00	7,070.00	1,929.22	.00	7,505.74	(435.74)	106	7,033.65
491-18	Franchise Fees Intermedia Comm. Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-19	Franchise Fees Westel, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-20	Franchise Fees Account Reserved	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-21	Franchise Fees Adelphia Business Solutions	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-22	Franchise Fees USLD Communications, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-23	Franchise Fees Hometel, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-24	Franchise Fees Spruce Communications, LP	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-25	Franchise Fees Birch Telecom	2,020.00	.00	2,020.00	.00	.00	719.13	1,300.87	36	1,306.14
491-26	Franchise Fees G.M.S.-Rolloff Service	242,400.00	.00	242,400.00	37,781.52	.00	313,375.85	(70,975.85)	129	269,349.98
491-260	Franchise Fees G.M.S. - Commercial Accounts	40,400.00	.00	40,400.00	5,388.99	.00	42,641.40	(2,241.40)	106	49,996.11
491-27	Franchise Fees Caprock Communications	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-28	Franchise Fees Sage Telecom, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-29	Franchise Fees Allegiance Telecom Serv. Corp.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-30	Franchise Fees E. Spire Communications	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-31	Franchise Fees ZZZ-DPI Teleconnect 2	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-32	Franchise Fees Comm. South Companies, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-33	Franchise Fees Sure-Tel Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-34	Franchise Fees KCM Telecom Holdings, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-35	Franchise Fees MCI Worldcom Communications	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-36	Franchise Fees Ionex Telecommunications	505.00	.00	505.00	.00	.00	.00	505.00	0	.00
491-37	Franchise Fees NII Communications, LTD	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-38	Franchise Fees Global Crossing Telemanagement	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-39	Franchise Fees Logix Communications	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-40	Franchise Fees Vartec Telecom, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-41	Franchise Fees Navigator Communications, LLC	.00	.00	.00	.00	.00	.00	.00	+++	.00

Revenue Budget by Account Classification Report

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Detail Listing

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
491-42	Franchise Fees Southwest Teleconnect	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-43	Franchise Fees Premiere Network Services, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-44	Franchise Fees Netspan Corporation	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-45	Franchise Fees Texas Hometel, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-46	Franchise Fees Rosebud Cotton Co., Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-47	Franchise Fees Now Communications, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-48	Franchise Fees Snappy Phone, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-49	Franchise Fees NTS Communications, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-50	Franchise Fees Z-Tel Communications, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-51	Franchise Fees Basicphone, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-52	Franchise Fees I P Communications Corp.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-53	Franchise Fees Metro Teleconnect Companies	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-54	Franchise Fees IP Communications, LP	.00	.00	.00	.00	.00	48.51	(48.51)	+++	76.50
491-55	Franchise Fees Spectrum Advanced Services, LLC	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-56	Franchise Fees McLead USA Incorporated	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-57	Franchise Fees Budget Phone, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-58	Franchise Fees A-Tech Telecomm, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-60	Franchise Fees NOSVA Limited Partnership	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-61	Franchise Fees NDS Communications, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-62	Franchise Fees Blue Vista Phone Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-63	Franchise Fees ACN Communications Svc. Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-64	Franchise Fees PNG Telecommunications, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-65	Franchise Fees Centurytel	404.00	.00	404.00	.00	.00	207.90	196.10	51	244.80
491-66	Franchise Fees MCI Metro Access Transmission	1,414.00	.00	1,414.00	.00	.00	3,408.54	(1,994.54)	241	1,021.76
491-67	Franchise Fees Capital Telecommunications	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-68	Franchise Fees Ernest Communications, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-69	Franchise Fees Amerimex Communications Corp.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-70	Franchise Fees Trinsic Communications, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-71	Franchise Fees Choctaw Communications	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-72	Franchise Fees Eureka Networks, LLC	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-73	Franchise Fees Carrera Communications	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-74	Franchise Fees Miracletel Telephone Svc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-75	Franchise Fees New Access Communications	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-76	Franchise Fees EZ Talk Communications, LLC	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-77	Franchise Fees Talk America, Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-78	Franchise Fees American Fiber Network	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-79	Franchise Fees Cleartel Communications	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-80	Franchise Fees Misc. Franchise Fee	.00	.00	.00	.00	.00	6,690.47	(6,690.47)	+++	11,783.40
491-81	Franchise Fees Bulls Eye Telecom, Inc.	909.00	.00	909.00	.00	.00	750.75	158.25	83	1,181.19
491-82	Franchise Fees A.W.S. - Military Hwy Coll.	6,060.00	.00	6,060.00	1,886.15	.00	7,311.97	(1,251.97)	121	6,735.44
491-83	Franchise Fees Olmito Water Supply Soll.	.00	.00	.00	.00	.00	.00	.00	+++	.00
491-84	Franchise Fees MetTel of Texas, Inc.	3,030.00	.00	3,030.00	.00	.00	1,905.75	1,124.25	63	3,048.07
Franchise Fees Totals		$4,136,302.00	$0.00	$4,136,302.00	$190,985.50	$0.00	$4,367,644.66	($231,342.66)	106%	$4,703,193.71
	Property Taxes									
501	Current Ad Valorem Tax	29,313,260.00	.00	29,313,260.00	.00	.00	30,468,674.16	(1,155,414.16)	104	29,133,032.05
502	Prior Years Ad Valorem Tax	1,182,473.00	.00	1,182,473.00	36,090.97	.00	643,103.90	539,369.10	54	794,300.58
503	Penalty & Interest	856,541.00	.00	856,541.00	41,046.76	.00	669,514.74	187,026.26	78	711,078.08
504	Current Delinq. Ad Valorem Tax	4,625,914.00	.00	4,625,914.00	121,416.90	.00	3,725,416.59	900,497.41	81	4,081,624.52
505	Current Year Tax Discounts	(609,391.00)	.00	(609,391.00)	.00	.00	(771,481.59)	162,090.59	127	(752,238.34)
506	Prior Years Tax Discounts	.00	.00	.00	.00	.00	.00	.00	+++	.00
507	Per. Prop. Penalty Refund	33,824.00	.00	33,824.00	.00	.00	.00	33,824.00	0	.00
508	Vehicle Inventory Tax	31,572.00	.00	31,572.00	.00	.00	30,212.78	1,359.22	96	91,009.87
509	Bankruptcy Interest	.00	.00	.00	.00	.00	.00	.00	+++	.00
510	Case Settlement	.00	.00	.00	.00	.00	.00	.00	+++	.00
5101	Property Tax-Sales Distribution Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Property Taxes Totals		$35,434,193.00	$0.00	$35,434,193.00	$198,554.63	$0.00	$34,765,440.58	$668,752.42	98%	$34,058,806.76
	Non-Property Taxes									
513	Mixed Drink Tax	250,000.00	.00	250,000.00	124,733.58	.00	516,498.21	(266,498.21)	207	442,946.34
514	Race Track Admissions Tax	.00	.00	.00	.00	.00	.00	.00	+++	.00
515	Bingo Tax	80,000.00	.00	80,000.00	.00	.00	78,476.65	1,523.35	98	125,202.01
516	Misc. Sales Tax	.00	.00	.00	.00	.00	.00	.00	+++	.00
Non-Property Taxes Totals		$330,000.00	$0.00	$330,000.00	$124,733.58	$0.00	$594,974.86	($264,974.86)	180%	$568,148.35
	Sales Taxes									
511	Sales Taxes	33,491,298.00	2,284,214.00	35,775,512.00	10,858,091.77	.00	43,512,954.30	(7,737,442.30)	122	41,366,934.81
512	City-Sales Taxes	209,186.00	.00	209,186.00	43,720.06	.00	243,276.49	(34,090.49)	116	234,650.86
Sales Taxes Totals		$33,700,484.00	$2,284,214.00	$35,984,698.00	$10,901,811.83	$0.00	$43,756,230.79	($7,771,532.79)	122%	$41,601,585.67
	Fines and Forfeitures									

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
520	Appraisal District Penalty	.00	.00	.00	.00	.00	.00	.00	+++	.00
521	Municipal Court Fines	1,225,000.00	.00	1,225,000.00	101,806.92	.00	1,319,900.10	(94,900.10)	108	1,367,818.63
522	Overweight Revenue	.00	.00	.00	.00	.00	.00	.00	+++	.00
5225-10	Forfeiture Revenue Municipal Court-Bond Forfeiture	.00	.00	.00	.00	.00	.00	.00	+++	.00
523	Mun. Court Spec. Fines	.00	.00	.00	.00	.00	.00	.00	+++	.00
523-01	Mun. Court Spec. Fines Compliance Fee	14,000.00	.00	14,000.00	1,080.00	.00	14,330.00	(330.00)	102	15,355.00
523-02	Mun. Court Spec. Fines Drivers Safety Course	10,000.00	.00	10,000.00	987.87	.00	10,528.18	(528.18)	105	12,153.84
523-03	Mun. Court Spec. Fines Seat Belt Class	.00	.00	.00	.00	.00	.00	.00	+++	.00
523-04	Mun. Court Spec. Fines Special Expense (City Revenue)	500,000.00	.00	500,000.00	31,222.90	.00	265,327.99	234,672.01	53	395,157.95
523-05	Mun. Court Spec. Fines Child Safety Fund-City Share	4,500.00	.00	4,500.00	888.17	.00	1,809.61	2,690.39	40	2,053.22
523-07	Mun. Court Spec. Fines Booted Vehicle Fee (City Fee)	.00	.00	.00	.00	.00	.00	.00	+++	.00
523-08	Mun. Court Spec. Fines Research Fee (City Fee)	100.00	.00	100.00	.00	.00	.00	100.00	0	.00
523-09	Mun. Court Spec. Fines False Alarm Fines	85,000.00	.00	85,000.00	.00	.00	.00	85,000.00	0	800.00
523-10	Mun. Court Spec. Fines State Arrest Fee (City Share)	.00	.00	.00	.00	.00	.00	.00	+++	.00
523-11	Mun. Court Spec. Fines Seat Belt & Child Safety (City)	.00	.00	.00	.00	.00	.00	.00	+++	.00
523-12	Mun. Court Spec. Fines Judicial Support Fund (City)	.00	.00	.00	.00	.00	.00	.00	+++	.00
523-13	Mun. Court Spec. Fines FR182 M/C Time Pymts(City Share)	5,000.00	.00	5,000.00	1,421.63	.00	6,227.91	(1,227.91)	125	6,364.77
523-14	Mun. Court Spec. Fines FR181 Juvenile Case Manager Fund	126,800.00	.00	126,800.00	209.26	.00	4,046.08	122,753.92	3	7,343.86
523-15	Mun. Court Spec. Fines SCOFFLAW (City fee)	.00	.00	.00	.00	.00	.00	.00	+++	.00
523-16	Mun. Court Spec. Fines TPDF(TrncyPrvntn&Dvrsn Fd)	14,000.00	.00	14,000.00	8,608.34	.00	32,468.37	(18,468.37)	232	33,926.06
523-17	Mun. Court Spec. Fines Truancy Court Fee (FR186)	.00	.00	.00	.00	.00	150.00	(150.00)	+++	50.00
523-18	Mun. Court Spec. Fines Child Sfty Seat (FR184) 502.403	.00	.00	.00	.00	.00	.00	.00	+++	185,595.30
524	Service Fees - State Fines	213,500.00	.00	213,500.00	53,718.49	.00	198,667.78	14,832.22	93	213,754.44
525	Bond Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
526	Alarm Fines	.00	.00	.00	.00	.00	20.00	(20.00)	+++	.00
527	City Treasury	.00	.00	.00	.00	.00	.00	.00	+++	.00
Fines and Forfeitures Totals		$2,197,900.00	$0.00	$2,197,900.00	$199,943.58	$0.00	$1,853,476.02	$344,423.98	84%	$2,240,373.07
Licenses and Permits										
531	Liquor, Beer and Wine	32,000.00	.00	32,000.00	6,755.00	.00	76,465.00	(44,465.00)	239	22,010.00
532	Bldg Permits & Processing Fees	1,300,000.00	.00	1,300,000.00	184,134.17	.00	1,484,433.83	(184,433.83)	114	1,892,244.70
532-01	Bldg Permits & Processing Fees Bldg Document Management Fee	.00	.00	.00	.00	.00	20.00	(20.00)	+++	.00
533	Building (E) Permits	225,000.00	.00	225,000.00	19,471.00	.00	262,695.00	(37,695.00)	117	326,848.00
534	Gas & Plumbing Permits	150,000.00	.00	150,000.00	12,769.00	.00	166,672.00	(16,672.00)	111	218,460.00
535	Swimming Pool Permits	36,000.00	.00	36,000.00	138.00	.00	15,358.00	20,642.00	43	37,956.00
536	Electricians License	.00	.00	.00	.00	.00	.00	.00	+++	.00
5360	Mechanical Permits	116,000.00	.00	116,000.00	10,954.00	.00	191,172.00	(75,172.00)	165	143,698.00
5362	Landscape Irrigation Permit	10,000.00	.00	10,000.00	.00	.00	2,100.00	7,900.00	21	10,605.00
5365	Multi-Housing Inspections	119,000.00	.00	119,000.00	.00	.00	.00	119,000.00	0	2,438.00
537	Occupation Taxes	6,000.00	.00	6,000.00	22.00	.00	6,733.50	(733.50)	112	6,507.00
538	House Moving/Demolition	10,000.00	.00	10,000.00	1,333.50	.00	12,402.50	(2,402.50)	124	7,550.00
539	Application - Oil & Gas Well Op	.00	.00	.00	.00	.00	.00	.00	+++	.00
540	Taxi-Cab License	.00	.00	.00	.00	.00	.00	.00	+++	.00
541	Animal City License	17,900.00	.00	17,900.00	300.00	.00	12,515.00	5,385.00	70	14,205.00
547	Restaurant Permits	210,000.00	.00	210,000.00	19,574.00	.00	314,091.00	(104,091.00)	150	297,477.00
548	Wrecker Permits	.00	.00	.00	.00	.00	.00	.00	+++	80.00
549-02	Misc. Lic. & Permits Public Hlth Misc Permits	.00	.00	.00	.00	.00	.00	.00	+++	.00
549-07	Misc. Lic. & Permits Alarm Permits	20,000.00	.00	20,000.00	40.00	.00	17,716.24	2,283.76	89	16,447.00
549-11	Misc. Lic. & Permits Health - Preliminary Insp.	20,000.00	.00	20,000.00	3,446.00	.00	21,581.00	(1,581.00)	108	28,993.00
549-12	Misc. Lic. & Permits Health - Non-Schd. Request	.00	.00	.00	.00	.00	.00	.00	+++	50.00
549-13	Misc. Lic. & Permits Health - Foster Home Inspections	1,800.00	.00	1,800.00	80.00	.00	1,540.00	260.00	86	1,080.00
549-14	Misc. Lic. & Permits Health - Permit Replacement	.00	.00	.00	.00	.00	.00	.00	+++	.00
549-15	Misc. Lic. & Permits Health - Business Name Change	.00	.00	.00	.00	.00	.00	.00	+++	.00
549-16	Misc. Lic. & Permits Health - Dis./Cease Food Oper.	.00	.00	.00	.00	.00	.00	.00	+++	.00
549-17	Misc. Lic. & Permits Health - Training Renewals	.00	.00	.00	.00	.00	.00	.00	+++	.00
549-18	Misc. Lic. & Permits Managers Certification	17,000.00	.00	17,000.00	.00	.00	8,350.00	8,650.00	49	12,500.00
549-19	Misc. Lic. & Permits Manual Training Book	.00	.00	.00	.00	.00	.00	.00	+++	.00
549-20	Misc. Lic. & Permits Health - Swimming Pool Reinsp.	.00	.00	.00	.00	.00	.00	.00	+++	.00
549-21	Misc. Lic. & Permits Disc. / Cease of Swimming Pools	.00	.00	.00	.00	.00	.00	.00	+++	.00
549-23	Misc. Lic. & Permits Public Book Heimlich Smoking	.00	.00	.00	.00	.00	.00	.00	+++	.00
549-24	Misc. Lic. & Permits Heimlich maneuver signs	.00	.00	.00	.00	.00	.00	.00	+++	.00
549-25	Misc. Lic. & Permits No smoking signs	.00	.00	.00	.00	.00	.00	.00	+++	.00
549-26	Misc. Lic. & Permits Commercial Animal Permit	.00	.00	.00	.00	.00	.00	.00	+++	50.00
549-27	Misc. Lic. & Permits Massage Parlors	.00	.00	.00	.00	.00	.00	.00	+++	.00
Licenses and Permits Totals		$2,290,700.00	$0.00	$2,290,700.00	$259,016.67	$0.00	$2,593,845.07	($303,145.07)	113%	$3,039,198.70
Fees, Services, Refunds, Etc.										
551	Vital Statistics	.00	.00	.00	.00	.00	.00	.00	+++	.00

Revenue Budget by Account Classification Report

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Detail Listing

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
551-01	Vital Statistics Birth Certificates Local	240,000.00	.00	240,000.00	18,260.00	.00	241,120.00	(1,120.00)	100	231,200.00
551-02	Vital Statistics Birth Certificates Online	40,000.00	.00	40,000.00	638.00	.00	8,521.00	31,479.00	21	10,448.00
551-03	Vital Statistics Death Certificates	13,200.00	.00	13,200.00	1,080.00	.00	17,344.00	(4,144.00)	131	17,186.00
551-04	Vital Statistics Overnight delivery	.00	.00	.00	.00	.00	.00	.00	+++	.00
551-05	Vital Statistics Funeral Home Payments	.00	.00	.00	.00	.00	.00	.00	+++	.00
551-06	Vital Statistics Search Fees	4,000.00	.00	4,000.00	42.00	.00	299.00	3,701.00	7	305.00
551-07	Vital Statistics FR29 Records Preservation Fee	13,500.00	.00	13,500.00	974.00	.00	13,768.00	(268.00)	102	13,063.00
551-08	Vital Statistics Admin. Transit Fee- Weekday	3,000.00	.00	3,000.00	260.00	.00	4,045.00	(1,045.00)	135	3,850.00
551-09	Vital Statistics Admin. Transit Fee - Weekend	250.00	.00	250.00	.00	.00	95.00	155.00	38	75.00
551-10	Vital Statistics Amendments to Death Certificates	1,250.00	.00	1,250.00	60.00	.00	1,565.00	(315.00)	125	1,443.00
551-11	Vital Statistics Long Extra Death Certificate	450.00	.00	450.00	48.00	.00	840.00	(390.00)	187	624.00
551-12	Vital Statistics Wallet Size Birth Cert. (Local)	.00	.00	.00	.00	.00	.00	.00	+++	.00
551-13	Vital Statistics Abstract Birth Cert. (Local)	.00	.00	.00	.00	.00	.00	.00	+++	.00
551-14	Vital Statistics Amendment Birth Certificates	3,500.00	.00	3,500.00	286.00	.00	4,574.00	(1,074.00)	131	4,228.00
551-22	Vital Statistics Abstract Online (State)	.00	.00	.00	.00	.00	.00	.00	+++	.00
551-32	Vital Statistics Death Cert. - Additional Copy	2,000.00	.00	2,000.00	82.00	.00	2,878.00	(878.00)	144	2,264.00
552	Police Documents/Services	35,000.00	.00	35,000.00	2,211.88	.00	24,507.35	10,492.65	70	25,466.47
555	Cemetery	75.00	.00	75.00	.00	.00	275.00	(200.00)	367	825.00
556	Certificate of Occupancy	85,000.00	.00	85,000.00	6,350.00	.00	91,890.00	(6,890.00)	108	126,550.00
557-301	Park Revenues Lifeguard Classes	2,430.00	.00	2,430.00	.00	.00	900.00	1,530.00	37	.00
557-302	Park Revenues Learn to Swim	.00	.00	.00	.00	.00	.00	.00	+++	.00
557-304	Park Revenues Pool Parties	.00	.00	.00	.00	.00	.00	.00	+++	.00
557-305	Park Revenues Summer Program	37,745.00	.00	37,745.00	.00	.00	60,775.00	(23,030.00)	161	57,963.18
558	Swimming Pool Fees	91,502.00	.00	91,502.00	1,126.00	.00	93,075.85	(1,573.85)	102	83,839.00
558-01	Swimming Pool Fees Concession Sales	.00	.00	.00	13.79	.00	4,060.37	(4,060.37)	+++	1,696.79
559-01	Library Fees & Revenues Library Fines	8,000.00	.00	8,000.00	2,835.08	.00	30,722.05	(22,722.05)	384	35,149.13
559-02	Library Fees & Revenues Library Damaged Materials	.00	.00	.00	.00	.00	.00	.00	+++	.00
559-03	Library Fees & Revenues Library Conference Room	600.00	.00	600.00	320.00	.00	6,790.00	(6,190.00)	1132	2,960.00
559-04	Library Fees & Revenues Interlibrary Loan Postage	.00	.00	.00	.00	.00	.00	.00	+++	.00
559-05	Library Fees & Revenues Lost Library Card	1,000.00	.00	1,000.00	333.00	.00	3,493.80	(2,493.80)	349	4,030.10
559-06	Library Fees & Revenues Certified Letter-Library	.00	.00	.00	.00	.00	.00	.00	+++	.00
559-07	Library Fees & Revenues Miscellaneous - Library	.00	.00	.00	.00	.00	.00	.00	+++	.00
559-08	Library Fees & Revenues Photo Copies	8,000.00	.00	8,000.00	4,105.81	.00	45,396.79	(37,396.79)	567	35,633.80
559-09	Library Fees & Revenues Library Meeting Room #2	.00	.00	.00	.00	.00	.00	.00	+++	.00
559-10	Library Fees & Revenues Library Meeting #3	.00	.00	.00	.00	.00	.00	.00	+++	.00
559-12	Library Fees & Revenues MarketSpace Heat Transfer Paper	.00	.00	.00	(291.58)	.00	29.67	(29.67)	+++	6.20
559-13	Library Fees & Revenues MarketSpace Tote Bags	.00	.00	.00	.00	.00	.00	.00	+++	.00
559-14	Library Fees & Revenues MS Black Heat Transfer Vynil	.00	.00	.00	.00	.00	.00	.00	+++	.00
559-15	Library Fees & Revenues MS White Heat Transfer Vynil	.00	.00	.00	.00	.00	4.00	(4.00)	+++	2.00
559-16	Library Fees & Revenues MS Filament per gram	.00	.00	.00	100.20	.00	1,345.05	(1,345.05)	+++	696.15
559-50	Library Fees & Revenues Library Cafe.	.00	.00	.00	.00	.00	.00	.00	+++	6.05
559-51	Library Fees & Revenues Credit Card Processing Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
560-01	Fire Dept. Fees Sprinkler System Fees	2,500.00	.00	2,500.00	223.00	.00	5,328.00	(2,828.00)	213	4,492.50
560-02	Fire Dept. Fees Major Sprinkler System	2,000.00	.00	2,000.00	200.00	.00	2,400.00	(400.00)	120	2,800.00
560-03	Fire Dept. Fees Pre Review of Plans	6,500.00	.00	6,500.00	1,200.00	.00	10,800.00	(4,300.00)	166	10,900.00
560-04	Fire Dept. Fees Underground Storage Tanks	500.00	.00	500.00	225.00	.00	1,650.00	(1,150.00)	330	375.00
560-05	Fire Dept. Fees Plan Rev / Insp After Nrml W/Hrs	500.00	.00	500.00	.00	.00	.00	500.00	0	.00
560-06	Fire Dept. Fees Hospital/Nursing Homes	2,000.00	.00	2,000.00	200.00	.00	3,400.00	(1,400.00)	170	2,800.00
560-07	Fire Dept. Fees Day Care/Foster Homes	7,000.00	.00	7,000.00	530.00	.00	6,530.00	470.00	93	6,720.00
560-08	Fire Dept. Fees Retest Fees	.00	.00	.00	.00	.00	.00	.00	+++	50.00
560-09	Fire Dept. Fees Reschedule Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
560-10	Fire Dept. Fees Lab/Clinics/Bonded Warehouses	1,000.00	.00	1,000.00	.00	.00	1,500.00	(500.00)	150	1,200.00
560-11	Fire Dept. Fees Temp. Food Stands	6,000.00	.00	6,000.00	420.00	.00	5,390.00	610.00	90	4,780.00
560-12	Fire Dept. Fees Above Ground Storage Tanks	150.00	.00	150.00	.00	.00	225.00	(75.00)	150	75.00
560-13	Fire Dept. Fees Burning Permit Fees	500.00	.00	500.00	.00	.00	600.00	(100.00)	120	900.00
560-14	Fire Dept. Fees Bon Fire Permit	100.00	.00	100.00	.00	.00	.00	100.00	0	.00
560-15	Fire Dept. Fees Fixed Pipe Extinguishing	3,000.00	.00	3,000.00	120.00	.00	3,840.00	(840.00)	128	3,120.00
560-16	Fire Dept. Fees Underground Sprinkler System	10,000.00	.00	10,000.00	1,700.00	.00	20,100.00	(10,100.00)	201	18,200.00
560-17	Fire Dept. Fees Fireworks Display	400.00	.00	400.00	.00	.00	200.00	200.00	50	200.00
560-18	Fire Dept. Fees Standpipe/Hydrant Test	.00	.00	.00	.00	.00	.00	.00	+++	.00
560-19	Fire Dept. Fees Environmental Research	300.00	.00	300.00	.00	.00	150.00	150.00	50	50.00
560-20	Fire Dept. Fees Fire Reports	650.00	.00	650.00	20.00	.00	260.35	389.65	40	400.70
560-21	Fire Dept. Fees Rev. Evacuation RT & Fire Drill	.00	.00	.00	.00	.00	.00	.00	+++	.00
560-22	Fire Dept. Fees Pressure Test Fuel Oil Lines	.00	.00	.00	.00	.00	.00	.00	+++	.00
560-23	Fire Dept. Fees Certificate of Occupancy Insp.	20,000.00	.00	20,000.00	1,700.00	.00	24,560.00	(4,560.00)	123	26,230.00
560-24	Fire Dept. Fees Apartment Inspection Fee	1,000.00	.00	1,000.00	.00	.00	600.00	400.00	60	1,500.00
560-25	Fire Dept. Fees Warehouse Inspections	2,000.00	.00	2,000.00	200.00	.00	1,750.00	250.00	88	1,000.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
560-26	Fire Dept. Fees Re-Inspection Fee	.00	.00	.00	.00	.00	100.00	(100.00)	+++	.00
560-27	Fire Dept. Fees Fire Safety Equip. Demo/Bus	.00	.00	.00	100.00	.00	400.00	(400.00)	+++	600.00
560-28	Fire Dept. Fees Fire Truck Presentation Bus.	.00	.00	.00	100.00	.00	100.00	(100.00)	+++	.00
560-29	Fire Dept. Fees False Alarms	5,000.00	.00	5,000.00	.00	.00	1,650.00	3,350.00	33	25,050.00
560-30	Fire Dept. Fees Vehicle in Covered Mall Permit	.00	.00	.00	.00	.00	.00	.00	+++	.00
560-31	Fire Dept. Fees Fire Alarm System	1,700.00	.00	1,700.00	200.00	.00	2,750.00	(1,050.00)	162	1,700.00
560-32	Fire Dept. Fees Fire Alarm Modify	1,200.00	.00	1,200.00	100.00	.00	665.00	535.00	55	605.00
560-33	Fire Dept. Fees Sprinkler Modification	600.00	.00	600.00	95.00	.00	970.00	(370.00)	162	1,330.00
560-34	Fire Dept. Fees LPG Tank Permit	.00	.00	.00	.00	.00	.00	.00	+++	.00
560-35	Fire Dept. Fees Aboveground Temp. Flamm Liquid	.00	.00	.00	.00	.00	.00	.00	+++	.00
560-36	Fire Dept. Fees Commercial Inspections	150.00	.00	150.00	.00	.00	30.00	120.00	20	250.00
560-37	Fire Dept. Fees Dentention Facilities	2,000.00	.00	2,000.00	.00	.00	1,400.00	600.00	70	2,200.00
560-38	Fire Dept. Fees Temp Structures	.00	.00	.00	.00	.00	.00	.00	+++	30.00
560-39	Fire Dept. Fees Hotel/Motel Inspections	.00	.00	.00	.00	.00	100.00	(100.00)	+++	.00
560-40	Fire Dept. Fees Circus/Carnival Food Stand	.00	.00	.00	.00	.00	120.00	(120.00)	+++	120.00
560-41	Fire Dept. Fees Copies of CD Fire Invest Photo	.00	.00	.00	.00	.00	10.00	(10.00)	+++	10.00
560-42	Fire Dept. Fees Copies of Fire Invest Cases	50.00	.00	50.00	.00	.00	11.80	38.20	24	5.50
560-43	Fire Dept. Fees FA140 - Fire Training Div. Fees	.00	.00	.00	.00	.00	.00	.00	+++	6,500.00
560-50	Fire Dept. Fees FA146 Fire Dept. Response Rev	7,500.00	.00	7,500.00	2,654.90	.00	6,188.65	1,311.35	83	3,960.65
560-51	Fire Dept. Fees F150 Community Paramedicine	.00	.00	.00	4,650.00	.00	24,150.00	(24,150.00)	+++	.00
562-01	Garbage Collection Fees Garbage Collection	.00	.00	.00	.00	.00	.00	.00	+++	.00
562-02	Garbage Collection Fees Landfill Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
562-03	Garbage Collection Fees Commercial Garbage Collection	.00	.00	.00	.00	.00	.00	.00	+++	.00
562-06	Garbage Collection Fees El Jardin Garbage Collection	.00	.00	.00	.00	.00	.00	.00	+++	.00
562-07	Garbage Collection Fees Olmito Water Garb Collection Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
562-09	Garbage Collection Fees Add. Commercial Garbage Coll	.00	.00	.00	.00	.00	.00	.00	+++	.00
562-10	Garbage Collection Fees Military Hwy Garbage Coll Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
563-05	Maintenance Fee El Jardin	.00	.00	.00	.00	.00	.00	.00	+++	.00
563-10	Maintenance Fee PUB	.00	.00	.00	.00	.00	.00	.00	+++	.00
563-15	Maintenance Fee Military Hwy	.00	.00	.00	.00	.00	.00	.00	+++	.00
563-20	Maintenance Fee Olmito Water Supply	.00	.00	.00	.00	.00	.00	.00	+++	.00
564	Recreation Activities	3,800.00	.00	3,800.00	.00	.00	4,855.00	(1,055.00)	128	4,250.00
565-01	Rents Land Leases	.00	.00	.00	.00	.00	.00	.00	+++	.00
565-04	Rents Park Rentals	25,864.00	.00	25,864.00	10,375.50	.00	59,207.80	(33,343.80)	229	53,503.00
565-05	Rents Misc. Bldg. Rents	.00	.00	.00	.00	.00	.00	.00	+++	.00
565-06	Rents Advertising Leases	.00	.00	.00	.00	.00	.00	.00	+++	.00
565-08	Rents PW Land Lease Verizon Wireless	5,400.00	.00	5,400.00	.00	.00	7,187.40	(1,787.40)	133	6,118.20
565-09	Rents Civic Pavillion	.00	.00	.00	.00	.00	.00	.00	+++	36,367.75
565-12	Rents Pavillion Damages	.00	.00	.00	.00	.00	.00	.00	+++	.00
565-13	Rents Sports Park Rental	.00	.00	.00	.00	.00	.00	.00	+++	.00
565-14	Rents Stegeman Building Rental	.00	.00	.00	.00	.00	.00	.00	+++	.00
565-15	Rents Cueto Building Rental/Lease	.00	.00	.00	.00	.00	.00	.00	+++	.00
565-16	Rents BCHC Bulding Lease	.00	.00	.00	.00	.00	.00	.00	+++	.00
565-17	Rents G & A Restaurant	.00	.00	.00	.00	.00	.00	.00	+++	.00
565-18	Rents Noe Gonzalez	.00	.00	.00	.00	.00	.00	.00	+++	.00
565-19	Rents Washington Pk -Sombrero Festival	4,500.00	.00	4,500.00	.00	.00	.00	4,500.00	0	1,000.00
565-20	Rents Cueto Bldg (FB01,A1587)	.00	.00	.00	.00	.00	.00	.00	+++	.00
565-21	Rents 1045 E. Washington Street	.00	.00	.00	.00	.00	.00	.00	+++	.00
565-22	Rents 1100 E. Adams Street	.00	.00	.00	.00	.00	.00	.00	+++	.00
565-23	Rents GBIC Young House Lease	12,000.00	.00	12,000.00	12,000.00	.00	12,000.00	.00	100	12,000.00
565-24	Rents Verizon Lease Agreement	12,000.00	.00	12,000.00	1,126.16	.00	13,359.36	(1,359.36)	111	13,119.06
565-25	Rents BCIC Young House Lease	12,000.00	.00	12,000.00	.00	.00	11,000.00	1,000.00	92	12,000.00
565-35	Rents 609, 611, & 615 E. 11th St. Bldg	9,600.00	.00	9,600.00	.00	.00	.00	9,600.00	0	.00
566-03	Attorneys Fees/Court Costs Attorneys Fees-Cleaning of Lots	15,000.00	.00	15,000.00	.00	.00	13,369.29	1,630.71	89	19,468.20
567	Building Insp.- Contractor Fees	5,000.00	.00	5,000.00	.00	.00	550.00	4,450.00	11	3,775.00
567-01	Building Insp.- Contractor Fees Electrical Contractor Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
567-02	Building Insp.- Contractor Fees Mechanical Contractor Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
567-03	Building Insp.- Contractor Fees Plumbing Contractor Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
567-04	Building Insp.- Contractor Fees Roofing Contractor Fee	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	3,000.00
567-05	Building Insp.- Contractor Fees General Contractor Fee	120,000.00	.00	120,000.00	8,250.00	.00	125,000.00	(5,000.00)	104	137,250.00
567-06	Building Insp.- Contractor Fees Other Contractors Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
567-07	Building Insp.- Contractor Fees Signs Contractor Fee	1,100.00	.00	1,100.00	.00	.00	1,300.00	(200.00)	118	700.00
568-01	Subd. & Zoning Fees Major Subd. Plat Residential	33,000.00	.00	33,000.00	.00	.00	5,000.00	28,000.00	15	29,000.00
568-02	Subd. & Zoning Fees Major Subd. Plat Comm/Multi Fmly	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	2,000.00
568-03	Subd. & Zoning Fees Minor Subdivision Plat	15,000.00	.00	15,000.00	850.00	.00	10,050.00	4,950.00	67	9,700.00

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568-04	Subd. & Zoning Fees Subd. Planned Development	.00	.00	.00	.00	.00	.00	.00	+++	.00
568-05	Subd. & Zoning Fees Subd. Master Development Plans	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	1,000.00
568-06	Subd. & Zoning Fees Subdivision Amending Plat	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	.00
568-08	Subd. & Zoning Fees Subdivision Appeals	300.00	.00	300.00	.00	.00	.00	300.00	0	2,000.00
568-09	Subd. & Zoning Fees Subd. Determination Certificate	7,000.00	.00	7,000.00	300.00	.00	9,050.00	(2,050.00)	129	8,400.00
568-14	Subd. & Zoning Fees Subd. Annexation Request	1,000.00	.00	1,000.00	.00	.00	250.00	750.00	25	.00
568-15	Subd. & Zoning Fees Subdivision Ordinance	.00	.00	.00	.00	.00	.00	.00	+++	.00
568-16	Subd. & Zoning Fees Subd. Repeat Screening	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	.00
568-17	Subd. & Zoning Fees Subdivision Misc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
568-30	Subd. & Zoning Fees Zoning Classification Fee	10,000.00	.00	10,000.00	6,750.00	.00	33,000.00	(23,000.00)	330	29,000.00
568-31	Subd. & Zoning Fees Zoning Specific Use Permit	5,000.00	.00	5,000.00	.00	.00	500.00	4,500.00	10	3,500.00
568-32	Subd. & Zoning Fees Zoning Certificates	4,000.00	.00	4,000.00	1,000.00	.00	4,400.00	(400.00)	110	2,250.00
568-34	Subd. & Zoning Fees Zoning Digital Maps	.00	.00	.00	.00	.00	.00	.00	+++	.00
568-35	Subd. & Zoning Fees Zoning Ordinance	.00	.00	.00	.00	.00	.00	.00	+++	.00
568-36	Subd. & Zoning Fees Zoning Misc.	.00	.00	.00	.00	.00	16,923.00	(16,923.00)	+++	.00
568-39	Subd. & Zoning Fees TABC Application Form	4,000.00	.00	4,000.00	625.00	.00	6,700.00	(2,700.00)	168	3,155.00
569-01	Misc. Fees Municipal Court-Misc. Fees	.00	.00	.00	3.00	.00	3.00	(3.00)	+++	.00
569-03	Misc. Fees Ambulance Service Fees	2,100,000.00	.00	2,100,000.00	256,377.85	.00	3,094,937.58	(994,937.58)	147	2,198,240.11
569-033	Misc. Fees EMS Cameron Co Rural Protection	366,000.00	.00	366,000.00	93,025.66	.00	372,102.64	(6,102.64)	102	471,235.10
569-04	Misc. Fees Fire Runs/Fire Protection-County	419,000.00	.00	419,000.00	113,899.78	.00	455,599.12	(36,599.12)	109	517,098.38
569-040	Misc. Fees Fire Runs/Fire Protct-Rnch Viejo	30,000.00	.00	30,000.00	2,500.00	.00	40,000.00	(10,000.00)	133	55,930.75
569-05	Misc. Fees Prisoners/Outside Agen.	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-06	Misc. Fees Bldg. Demolitions & Admn Fees	2,000.00	.00	2,000.00	4,062.35	.00	4,062.35	(2,062.35)	203	4,526.71
569-07	Misc. Fees Re-Inspection Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-08	Misc. Fees Bldg. Insp. Miscellaneous Fees	.00	.00	.00	.00	.00	2,256.00	(2,256.00)	+++	37,543.90
569-09	Misc. Fees Subdivision Insp Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-104	Misc. Fees City Ordinance Wrecker Fee	45,000.00	.00	45,000.00	5,940.00	.00	53,520.00	(8,520.00)	119	52,493.00
569-105	Misc. Fees Election Recount Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-106	Misc. Fees Euthanasia	500.00	.00	500.00	120.00	.00	1,785.00	(1,285.00)	357	1,585.00
569-107	Misc. Fees Microchip	2,800.00	.00	2,800.00	.00	.00	1,265.00	1,535.00	45	2,775.00
569-11	Misc. Fees Animal Shelter Fees	5,000.00	.00	5,000.00	580.00	.00	8,756.00	(3,756.00)	175	12,775.00
569-115	Misc. Fees FC206 Subdivision Park Fees	.00	.00	.00	.00	.00	73,834.38	(73,834.38)	+++	150,613.64
569-12	Misc. Fees Rabies Vaccinations	.00	.00	.00	.00	.00	300.00	(300.00)	+++	.00
569-13	Misc. Fees Municipal Court Certified Copies	5,500.00	.00	5,500.00	140.00	.00	2,482.00	3,018.00	45	2,347.00
569-131	Misc. Fees FR131 M/C Teen Court	.00	.00	.00	.00	.00	.00	.00	+++	20.00
569-15	Misc. Fees Returned Check Service Charge	.00	.00	.00	60.00	.00	240.00	(240.00)	+++	90.00
569-16	Misc. Fees Animal Traps Rental Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-17	Misc. Fees Animal - Adoption Fee	40,000.00	.00	40,000.00	658.00	.00	21,832.00	18,168.00	55	22,641.00
569-18	Misc. Fees Letter Fee/Abandoned Vehicle	7,500.00	.00	7,500.00	330.00	.00	5,140.00	2,360.00	69	7,721.00
569-203	Misc. Fees BPD Solicitor Permit - General	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-22	Misc. Fees Concession - Parks	1,993.00	.00	1,993.00	.00	.00	4,151.00	(2,158.00)	208	28,410.05
569-23	Misc. Fees EMS Standby Fees	8,000.00	.00	8,000.00	.00	.00	6,775.00	1,225.00	85	11,100.00
569-24	Misc. Fees Sched Non-Emerg Transfer Fee	1,100,000.00	.00	1,100,000.00	80,669.31	.00	1,421,912.36	(321,912.36)	129	1,032,734.49
569-26	Misc. Fees EMS - SB 102 Funding	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-27	Misc. Fees Golf Course Cap Imp Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-28	Misc. Fees EMS CPR Courses	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-29	Misc. Fees Reserved-See-01-005-311-127	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-30	Misc. Fees Bldg. Inspection Fee Increase	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-31	Misc. Fees Youth Services - Fees	74,674.00	.00	74,674.00	36,105.00	.00	124,187.00	(49,513.00)	166	93,963.00
569-315	Misc. Fees Parks NFL Flag Football	10,800.00	.00	10,800.00	.00	.00	1,305.00	9,495.00	12	16,290.00
569-32	Misc. Fees Online Convenience Fee	2,000.00	.00	2,000.00	735.00	.00	2,233.00	(233.00)	112	1,673.00
569-33	Misc. Fees Animal Control Registration	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-333	Misc. Fees Animal Control Registration	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-35	Misc. Fees Hist Presrvation-Demo Prevention	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-53	Misc. Fees Loan Businesses-Registration	.00	.00	.00	.00	.00	.00	.00	+++	400.00
569-54	Misc. Fees FC234 Plastic Bag Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
569-63	Misc. Fees Tree Spade	.00	.00	.00	7,875.00	.00	7,875.00	(7,875.00)	+++	825.00
569-92	Misc. Fees Solid Waste Franchise App Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-01	Sports Park Concession Sales	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-02	Sports Park High School Soccer League Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-03	Sports Park HS Flag Football League Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-04	Sports Park Soccer Camp Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-05	Sports Park Youth Soccer League Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-06	Sports Park Softball Tournament Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-07	Sports Park Gate Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-08	Sports Park Sand Volleyball League Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-09	Sports Park Football Camp	.00	.00	.00	.00	.00	.00	.00	+++	.00

Revenue Budget by Account Classification Report

Through 09/30/23
Prior Fiscal Year Activity Included
Detail Listing

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
570-10	Sports Park Sports Park Event Promoter Refun	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-11	Sports Park BSP Adult Softball League	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-12	Sports Park Fees-Multi-Sports Field Complex	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-13	Sports Park Fees-Softball-Baseball Complex	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-14	Sports Park Adult Flag Football League	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-15	Sports Park Rental Fee	.00	.00	.00	100.00	.00	100.00	(100.00)	+++	.00
570-16	Sports Park Registration Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-17	Sports Park Admission Fee	.00	.00	.00	.00	.00	.00	.00	+++	918.42
570-18	Sports Park Banner Sponsorship Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-19	Sports Park Sports Park Gym/ Dome Rental Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-20	Sports Park Dome/Gym Concession Sales	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-21	Sports Park Dome/Gym Admission Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-22	Sports Park Other Registration Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
570-23	Sports Park Little League Registration Fees	.00	.00	.00	.00	.00	.00	.00	+++	.00
Fees, Services, Refunds, Etc. Totals		$5,221,133.00	$0.00	$5,221,133.00	$697,929.69	$0.00	$6,826,598.01	($1,605,465.01)	131%	$5,904,169.98
Contributions										
571	Federal Pay in Lieu of Taxes	.00	.00	.00	.00	.00	.00	.00	+++	.00
573	Misc. Contributions	.00	101,359.00	101,359.00	.00	.00	101,358.60	.40	100	.00
573-01	Misc. Contributions Donations to EMS	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-014	Misc. Contributions UBCB Distribution of cash to COB	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-015	Misc. Contributions The Forest Remembers	.00	.00	.00	.00	.00	.00	.00	+++	15,000.00
573-02	Misc. Contributions FR290 Animal Shelter	.00	.00	.00	6,991.00	.00	20,111.00	(20,111.00)	+++	8,015.40
573-04	Misc. Contributions Parks	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-05	Misc. Contributions Sombrero Festival	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-10	Misc. Contributions Miscellaneous	.00	.00	.00	20.00	.00	20.00	(20.00)	+++	3,487.00
573-1011	Misc. Contributions BCIC Sports PK Master Plan-FR295	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-1012	Misc. Contributions NRPA Meet Me at the Park Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-1014	Misc. Contributions FR 49 CFE Fin. Navigators Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-1015	Misc. Contributions MHM BTX Broadband CI	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-1018	Misc. Contributions One Tree Planted (BBC)	.00	.00	.00	.00	.00	24,000.00	(24,000.00)	+++	16,000.00
573-1022	Misc. Contributions BPLF - CBL/SBL Improvements	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-107	Misc. Contributions FA220 COB Youth Fund	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-108	Misc. Contributions FR217 PUB/Sports Park Marketing	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-109	Misc. Contributions LEOSE - Police Training	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-110	Misc. Contributions FR113 Family Crisis (BPD)	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-115	Misc. Contributions FA129 State of the City Event	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-116	Misc. Contributions FA130 Gonzalez Pk After Schl Pgm	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-117	Misc. Contributions FA132 Oliveira Youth Program	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-118	Misc. Contributions UTB Sidewalk Reimbursement	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-119	Misc. Contributions Sombrero Festival, LTD-Washingto	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-12	Misc. Contributions Library Foundation - So. Library	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-120	Misc. Contributions Clear The Shelter Event	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-122	Misc. Contributions (FR118) RGV Comm Group Moto P-	.00	.00	.00	.00	.00	.00	.00	+++	46,000.00
573-123	Misc. Contributions Captial Donations	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-125	Misc. Contributions West Rail Corridor Studio	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-126	Misc. Contributions COB Bicycle Fleet	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-128	Misc. Contributions FR147- COVID-19 Testing	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-129	Misc. Contributions FR148- Mitte Cultural	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-13	Misc. Contributions FR228 Police Dept	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-131	Misc. Contributions B'ville COVID-19 Relief Fund	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-140	Misc. Contributions Broadband Plan	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-144	Misc. Contributions Emergency Connectivity Fund	.00	.00	.00	.00	.00	.00	.00	+++	11,397.00
573-145	Misc. Contributions Largest Pet Health Awr. Lesson	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-16	Misc. Contributions Donations - Fire Dept.	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-17	Misc. Contributions GBIC	.00	.00	.00	.00	.00	.00	.00	+++	20,000.00
573-1771	Misc. Contributions Keep Brownsville Beautiful Contr	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-18	Misc. Contributions Levi Strauss Fire Dept.	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-19	Misc. Contributions PUB Fed. Ct. House Sewer Line	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-20	Misc. Contributions RGV White Wings Contributions	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-208	Misc. Contributions Brownsville Reads Contribut	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-209	Misc. Contributions FR115 City Forestry	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-21	Misc. Contributions FA64 BPD Christmas Comm/Youth	.00	73,546.00	73,546.00	.00	.00	36,944.00	36,602.00	50	27,920.00
573-210	Misc. Contributions All-American City Contibutions	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-211	Misc. Contributions 2019 AARP Comm Challenge Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-212	Misc. Contributions BPD Women's Inclusion Workshop	.00	17,198.00	17,198.00	.00	.00	13,150.00	4,048.00	76	.00

Revenue Budget by Account Classification Report

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
573-22	Misc. Contributions FA128 BPD C B Golf Tournament	.00	110,857.00	110,857.00	.00	.00	31,005.00	79,852.00	28	25,960.00
573-23	Misc. Contributions Reimbursement for Birding Ctr.	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-25	Misc. Contributions Mun Crt Bldg. Security	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-26	Misc. Contributions Donation - Capitol Bldg.	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-27	Misc. Contributions Donation - West Little League	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-29	Misc. Contributions EMS-Trauma Regional Advisory	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-30	Misc. Contributions Veterans Bridge	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-300	Misc. Contributions BCIC	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-3001	Misc. Contributions BISD	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-31	Misc. Contributions FR83 M/CTechnology Fund	.00	.00	.00	4,588.84	.00	53,901.02	(53,901.02)	+++	58,009.04
573-311	Misc. Contributions FA311 Homeless Shelter Donations	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-312	Misc. Contributions Master Plan - GBIC	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-313	Misc. Contributions FA134 Robert Wood Johnson Foundn	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-315	Misc. Contributions PUB RM Walsdorf - Mkt Sq Rev.	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-318	Misc. Contributions BCIC Bville PR Campaing	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-319	Misc. Contributions BCIC & GBIC Retail Eco Dev Plan	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-32	Misc. Contributions Levi Strauss EMS	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-320	Misc. Contributions Children's Bike Rodeo	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-321	Misc. Contributions Sports Park Donations	.00	.00	.00	.00	.00	.00	.00	+++	5,000.00
573-322	Misc. Contributions FR72 BCIC/KBB Beautification Prj	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-325	Misc. Contributions Children's Museum A/C Contrib.	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-326	Misc. Contributions BPD - NNDDA K9 Conference	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-327	Misc. Contributions KaBOOM PEC Finalist	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-328	Misc. Contributions FA138 - Main St District Program	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-329	Misc. Contributions FA143 - FIRE - 911 Memorial Ride	.00	.00	.00	.00	.00	2,500.00	(2,500.00)	+++	3,906.05
573-33	Misc. Contributions 85th Annual TAAF Conference	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-330	Misc. Contributions FR129 - BiNational 10K Run	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-331	Misc. Contributions Donations - Gift Cards	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-332	Misc. Contributions GBIC - Careers and Coffee Expo	.00	20,500.00	20,500.00	20,500.00	.00	20,500.00	.00	100	.00
573-334	Misc. Contributions Animal Shelter Angel Pet Adopt.	.00	.00	.00	.00	.00	5,425.00	(5,425.00)	+++	6,283.00
573-335	Misc. Contributions GBIC - Space Related Actvities	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-337	Misc. Contributions BPD - DEA Equipment Purchases	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-34	Misc. Contributions FA23 Firefighters Christmas	.00	.00	.00	.00	.00	11,820.00	(11,820.00)	+++	15,796.05
573-35	Misc. Contributions Bro Pride Fair Contributions	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-36	Misc. Contributions PID Contribution	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-37	Misc. Contributions Leadership XV Contr to Beaut Com	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-38	Misc. Contributions FR84 Security (COB Officer)	50,000.00	.00	50,000.00	5,542.06	.00	64,492.35	(14,492.35)	129	68,236.97
573-39	Misc. Contributions Older American Month FNB	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-40	Misc. Contributions BC & VB Cont. Border Film Comm	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-41	Misc. Contributions CDBG Chachalaca Reimbursements	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-42	Misc. Contributions CDBG Demolition Reimbursement	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-43	Misc. Contributions CDBG Reimb to Public Wks Streets	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-44	Misc. Contributions Anti Graffiti Mural Project	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-441	Misc. Contributions Mural Grant Program	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-45	Misc. Contributions 4th of July Contributions	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-46	Misc. Contributions PUB Mowing	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-47	Misc. Contributions BISD - Sidewalks Reimbursement	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-49	Misc. Contributions Build a Vibrant Bville Lect Sers	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-50	Misc. Contributions Acct. Reser See 01-101-579-176	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-53	Misc. Contributions Trees for the Trail	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-549	Misc. Contributions C-19 Drive Thru Testing Svcs COH	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-56	Misc. Contributions (FR117)Palm Tree Trimming Grants	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-61	Misc. Contributions CDBG Contr. Zena Street	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-65	Misc. Contributions TX-21 Statewide Qrtly Meeting	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-70	Misc. Contributions City Plaza Grand Opening Cont.	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-701	Misc. Contributions (FR819) BND for Beautification	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-710	Misc. Contributions FR112 The Challenge Brownsville	.00	.00	.00	.00	.00	.00	.00	+++	5,000.00
573-711	Misc. Contributions FA137 - Health Promotion Events	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-75	Misc. Contributions TX Police Games Contribution	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-76	Misc. Contributions El Valle Inv - A Fernandez Easmt	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-77	Misc. Contributions Youth Services - Donations	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-85	Misc. Contributions Matamoros Bi-National Hlth Cncl	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-86	Misc. Contributions VRMC Heart Monitor Contr FY09	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-87	Misc. Contributions Donations - City Library	.00	.00	.00	.00	.00	.00	.00	+++	26.35
573-88	Misc. Contributions BHA Street Repairs	.00	.00	.00	.00	.00	.00	.00	+++	.00

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573-95	Misc. Contributions FR111 Cyclobia Cont/Donations	.00	.00	.00	.00	.00	.00	.00	+++	1,500.00
573-98	Misc. Contributions BPUB Hackberry Street	.00	.00	.00	.00	.00	.00	.00	+++	.00
573-99	Misc. Contributions BPUB - Owens Road	.00	.00	.00	.00	.00	.00	.00	+++	.00
574	P. U. B. Street Patching	350,000.00	.00	350,000.00	.00	.00	334,181.55	15,818.45	95	288,665.40
575	P. U. B. Underbillings	.00	.00	.00	.00	.00	.00	.00	+++	.00
577	Contributions in Aid of Cons	.00	.00	.00	.00	.00	.00	.00	+++	.00
5791	PUB 13th Street Construction	.00	.00	.00	.00	.00	.00	.00	+++	.00
5879-101	Donations FR185 M Gianfala, Animal Shelter	.00	.00	.00	.00	.00	.00	.00	+++	.00
Contributions Totals		$400,000.00	$323,460.00	$723,460.00	$37,641.90	$0.00	$719,408.52	$4,051.48	99%	$626,202.26
Utility Services From BPUB										
578	Utility Services PUB	4,453,850.00	.00	4,453,850.00	494,829.75	.00	5,837,520.97	(1,383,670.97)	131	5,334,271.06
578-01	Utility Services PUB Energy Savings	.00	.00	.00	.00	.00	.00	.00	+++	.00
Utility Services From BPUB Totals		$4,453,850.00	$0.00	$4,453,850.00	$494,829.75	$0.00	$5,837,520.97	($1,383,670.97)	131%	$5,334,271.06
Surplus Funds From BPUB										
576	BPUB Cash Transfer	9,900,000.00	.00	9,900,000.00	3,867,017.00	.00	11,121,446.00	(1,221,446.00)	112	11,974,092.00
576-01	BPUB Cash Transfer Economic Assistance	.00	.00	.00	.00	.00	.00	.00	+++	.00
576-02	BPUB Cash Transfer BPUB Lawsuit Settlement	.00	.00	.00	.00	.00	.00	.00	+++	.00
576-03	BPUB Cash Transfer Prior Year	.00	.00	.00	.00	.00	503,710.00	(503,710.00)	+++	.00
576-09	BPUB Cash Transfer Reimbursement	.00	.00	.00	.00	.00	.00	.00	+++	.00
576-10	BPUB Cash Transfer Cash for Utility Serv to Agencie	.00	.00	.00	.00	.00	.00	.00	+++	.00
576-11	BPUB Cash Transfer BPUB Late Penalty Charge Increas	.00	.00	.00	.00	.00	.00	.00	+++	.00
576-12	BPUB Cash Transfer Waiving of Billing Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
576-13	BPUB Cash Transfer FA1590 Oklaunion Sale	.00	.00	.00	.00	.00	.00	.00	+++	.00
Surplus Funds From BPUB Totals		$9,900,000.00	$0.00	$9,900,000.00	$3,867,017.00	$0.00	$11,625,156.00	($1,725,156.00)	117%	$11,974,092.00
Intergovernmental										
579-01	Local, State & Fed Grant FEMA (Bret '99)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-013	Local, State & Fed Grant Choice Neighborhood Planning Gt	.00	328,746.00	328,746.00	.00	.00	68,156.97	260,589.03	21	121,253.86
579-014	Local, State & Fed Grant UT HRSA Grant	.00	13,210.00	13,210.00	.00	.00	18,592.45	(5,382.45)	141	103,878.91
579-015	Local, State & Fed Grant NACCHO GRANT BRO. BLOQ COVID-19	.00	59,526.00	59,526.00	.00	.00	4,009.99	55,516.01	7	9,599.37
579-016	Local, State & Fed Grant TSLAC Texas Reads TXR-22009	.00	.00	.00	.00	.00	.00	.00	+++	9,850.00
579-017	Local, State & Fed Grant Emergency Connectivity Fund	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-018	Local, State & Fed Grant Southmost Planetarium Project	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-019	Local, State & Fed Grant Texas Digital Navigators 2022	.00	55,037.00	55,037.00	.00	.00	55,037.06	(.06)	100	24,962.94
579-02	Local, State & Fed Grant Cameron Co Drug Enf Tk Force	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-020	Local, State & Fed Grant NRPA Grant	.00	88,631.00	88,631.00	.00	.00	.00	88,631.00	0	1,368.90
579-021	Local, State & Fed Grant COVID-19 FEMA 90/10%	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-022	Local, State & Fed Grant GET PHIT	.00	10,000.00	10,000.00	.00	.00	.00	10,000.00	0	.00
579-023	Local, State & Fed Grant TSLAC Spec. Proj. Grant Program	.00	25,000.00	25,000.00	.00	.00	25,000.00	.00	100	.00
579-024	Local, State & Fed Grant Borrow My Gear CCP	.00	69,592.00	69,592.00	.00	.00	563.89	69,028.11	1	.00
579-025	Local, State & Fed Grant Emergency Operations Center(EOC)	.00	1,000,000.00	1,000,000.00	.00	.00	.00	1,000,000.00	0	.00
579-026	Local, State & Fed Grant Public Health Infras. Grant	.00	1,268,074.00	1,268,074.00	.00	.00	.00	1,268,074.00	0	.00
579-027	Local, State & Fed Grant Choice Nbhds Grant Match BHOC	.00	78,750.00	78,750.00	.00	.00	14,587.50	64,162.50	19	.00
579-04	Local, State & Fed Grant STEP DWI	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-05	Local, State & Fed Grant U. S. Customs Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-07	Local, State & Fed Grant Police Training Reim.	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-08	Local, State & Fed Grant Hwy Sec. 112 Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-10	Local, State & Fed Grant Traser STEP Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-100	Local, State & Fed Grant Zoo Composting Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1003	Local, State & Fed Grant 2008-025176 EMS Local Proj Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-101	Local, State & Fed Grant FBI (RGVVCTF) - Overtime	18,649.00	.00	18,649.00	3,681.71	.00	4,145.73	14,503.27	22	4,408.22
579-1018	Local, State & Fed Grant STEP-Impaired Driving Mobilie	.00	12,986.00	12,986.00	.00	.00	.00	12,986.00	0	.00
579-102	Local, State & Fed Grant DEA - Overtime Reimbursement	18,649.00	.00	18,649.00	.00	.00	5,245.11	13,403.89	28	11,841.81
579-103	Local, State & Fed Grant 2001 LLEBG	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1032	Local, State & Fed Grant SU (09 ARRA) EBM JAG #23225-01	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1036	Local, State & Fed Grant Gang Disruption Init #24290-01	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1037	Local, State & Fed Grant FEMA Alex 10	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1038	Local, State & Fed Grant ICE MOU Joint Oper/Task Force	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-104	Local, State & Fed Grant ICE Task Force	1,500.00	.00	1,500.00	.00	.00	10,402.26	(8,902.26)	693	10,164.19
579-1048	Local, State & Fed Grant The NRA Foundation, Inc. (BBD)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-105	Local, State & Fed Grant Click It or Ticket/STEP	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-106	Local, State & Fed Grant DEA - Canine Task Force	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1062	Local, State & Fed Grant Cameron - 2020 Op. SG #4121802	.00	.00	.00	.00	.00	.00	.00	+++	10,570.42

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579-1064	Local, State & Fed Grant FEMA FY23 Shelter & Service Prog	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1065	Local, State & Fed Grant OOG FY21 BPD SWAT TEAM EQUIPMENT	.00	.00	.00	.00	.00	.00	.00	+++	38,099.80
579-1066	Local, State & Fed Grant Cameron - 2022 Op. Stonegarden	.00	450,183.00	450,183.00	.00	.00	100,750.43	349,432.57	22	.00
579-107	Local, State & Fed Grant Revenue - 2002 LLEBG	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-108	Local, State & Fed Grant TSA - Supporting Host Agency	.00	69,900.00	69,900.00	15,680.00	.00	57,135.00	12,765.00	82	57,000.00
579-109	Local, State & Fed Grant FEMA - Hurricane Program '03	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-110	Local, State & Fed Grant Juvenile Delinquency DITEI(	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-111	Local, State & Fed Grant Weed & Seed - Westside	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1110	Local, State & Fed Grant In-Kind/City of Brownsville	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1112	Local, State & Fed Grant Texas Historical Commission	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-112	Local, State & Fed Grant Amer Battlefield Protect Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-113	Local, State & Fed Grant Traffic-Airport Security	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-114	Local, State & Fed Grant Public Works-Airport Security	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1141	Local, State & Fed Grant Tx Dept St Hlth Serv Grant 07	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1143	Local, State & Fed Grant TX Dept State Hlth Serv Grnt 09	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-115	Local, State & Fed Grant EMS Upgrade - TDH Grant '04	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1151	Local, State & Fed Grant Recovery Act 2009 EBM JAG	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-116	Local, State & Fed Grant OCDETF-FBI	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1165	Local, State & Fed Grant OJP, Bulletproof Vest Partneship	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-117	Local, State & Fed Grant OCDETF-DEA	.00	25,000.00	25,000.00	.00	.00	2,979.13	22,020.87	12	11,837.76
579-119	Local, State & Fed Grant Adopt a Resaca Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-12	Local, State & Fed Grant Civil Defense	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-120	Local, State & Fed Grant Loan Star Libraries Grant 02	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-121	Local, State & Fed Grant TNRCC-Compost Ed at the Zoo '02	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1213	Local, State & Fed Grant NIBRS	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-122	Local, State & Fed Grant TNRCC-Plastic Bag Recycling '02	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-124	Local, State & Fed Grant Loan Star Libraries Grant 04	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1246	Local, State & Fed Grant FTA 2018 PL TX-90-Y261	.00	.00	.00	(7,810.00)	.00	.00	.00	+++	.00
579-1249	Local, State & Fed Grant 2019 PL TX-90-Y317	.00	.00	.00	(24,679.00)	.00	.00	.00	+++	.00
579-125	Local, State & Fed Grant Revenue - Operation Stonegarden	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1251	Local, State & Fed Grant Operation Stonegarden 2017	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1253	Local, State & Fed Grant LBSP FY 2020	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-126	Local, State & Fed Grant Erate 4	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-127	Local, State & Fed Grant Tobacco Grant (TXDOT)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-128	Local, State & Fed Grant STEP-STEP	.00	67,971.00	67,971.00	5,699.44	.00	32,916.16	35,054.84	48	22,192.33
579-129	Local, State & Fed Grant ERates	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-13	Local, State & Fed Grant Live Now Reimburse	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-130	Local, State & Fed Grant Ezra Jack Keats Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1304	Local, State & Fed Grant DHS/ICE OCDETF - Heroin Initiative	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1305	Local, State & Fed Grant USMS - Opt Thor (Ck Compliance)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1306	Local, State & Fed Grant EFSP Op. Immigrant Influx	.00	.00	.00	.00	.00	5,414,203.14	(5,414,203.14)	+++	6,735,130.57
579-1307	Local, State & Fed Grant Bureau of ATF	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1308	Local, State & Fed Grant HIDTA (WhiteSands - CC)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-131	Local, State & Fed Grant Justice Assistance Grant (01A)	64,645.00	71,620.00	136,265.00	(76,459.03)	.00	108,092.30	28,172.70	79	83,962.08
579-132	Local, State & Fed Grant Weed & Seed (HUD) Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1321	Local, State & Fed Grant FEMA SAFER Grant	460,867.00	.00	460,867.00	.00	.00	12,459.99	448,407.01	3	378,490.62
579-1324	Local, State & Fed Grant OCDETF-HSI HIDTA	.00	.00	.00	.00	.00	.00	.00	+++	2,547.90
579-1325	Local, State & Fed Grant FR95 STATE Grant, Prg Inc (68A)	.00	.00	.00	7,960.00	.00	7,960.00	(7,960.00)	+++	.00
579-1326	Local, State & Fed Grant DOJ 2022 BJA FY22 C&PL LE HIRE	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-133	Local, State & Fed Grant BPD/BISD - Radio System	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-134	Local, State & Fed Grant UTHSCSA Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-135	Local, State & Fed Grant Tx Dept State Hlth Grant 2005	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-136	Local, State & Fed Grant 2004 State Homeland Sec. LETPP	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-137	Local, State & Fed Grant 2004 State Homeland Sec. SHSP	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-138	Local, State & Fed Grant 2005 St. Homeland Sec-SHSP/LETP	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-139	Local, State & Fed Grant FA301 Cameron Works Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-14	Local, State & Fed Grant TxDOT West Loop	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1403	Local, State & Fed Grant BPD OP Cov Blue #2020-RZ-BX-0011	.00	119,100.00	119,100.00	.00	.00	117,295.00	1,805.00	98	19,269.00
579-1405	Local, State & Fed Grant DSHS PH Workforce Expansion	.00	644,645.00	644,645.00	34,864.46	.00	332,452.38	312,192.62	52	335,388.26
579-1406	Local, State & Fed Grant Texas A&M UHSC - Vacunate Grant	.00	.00	.00	.00	.00	.00	.00	+++	106,991.05

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579-142	Local, State & Fed Grant US ICE - Cash Flow BPD	.00	.00	.00	.00	.00	510.82	(510.82)	+++	.00
579-144	Local, State & Fed Grant USMS Fugitive Apprehension TF	12,000.00	.00	12,000.00	4,050.90	.00	8,622.63	3,377.37	72	14,402.42
579-145	Local, State & Fed Grant Loan Star Libraries Grant '05	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-147	Local, State & Fed Grant Loan Star Grant '06	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-148	Local, State & Fed Grant University of North Texas Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-149	Local, State & Fed Grant Comm Youth Develop 78520	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-15	Local, State & Fed Grant TXDOT Toll Bridge Study	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-150	Local, State & Fed Grant Gates Staying Connected Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1505	Local, State & Fed Grant DOJ COVID #2020-VD-BX-1570	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1506	Local, State & Fed Grant OOG COVID #41674-01	.00	.00	.00	.00	.00	.00	.00	+++	4,836.96
579-151	Local, State & Fed Grant Scrap Tire Recycling '06	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-152	Local, State & Fed Grant Gates "PAC HUG" 2006	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-153	Local, State & Fed Grant Loan Star Grant '07	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-154	Local, State & Fed Grant Cameron Park Lib. System '06	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-156	Local, State & Fed Grant SWB TX HIDTA - Vehicle (FBI)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-157	Local, State & Fed Grant Loan Star Libraries Grant 2008	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-158	Local, State & Fed Grant FEMA (Dean '07)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-159	Local, State & Fed Grant BPD-Border Star (DPS)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-16	Local, State & Fed Grant STEP Speeding	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-160	Local, State & Fed Grant FR123 LRGV Trauma TSA V-Fire/EMS	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-161	Local, State & Fed Grant FR30 LEOSE Training Fire	.00	.00	.00	.00	.00	817.26	(817.26)	+++	854.43
579-162	Local, State & Fed Grant Dept. St. Health Serv. Grant '06	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-163	Local, State & Fed Grant UTB/BPD Youth Empowerment Grt.	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-167	Local, State & Fed Grant EPA US/MX Used Tire Mtgtion Grnt	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-168	Local, State & Fed Grant USMS Prjct Safe Neighborhood TSD	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-169	Local, State & Fed Grant FEMA (Dolly '08)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1691	Local, State & Fed Grant Lcl Ste & Fed Grnt FEMA (Ike 08)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1692	Local, State & Fed Grant FEMA Harvey 2017	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1693	Local, State & Fed Grant FEMA Severe Weather	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-17	Local, State & Fed Grant Port Toll Bridge Study	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-170	Local, State & Fed Grant Loan Star Grant - Library 03	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-171	Local, State & Fed Grant Lone Star Libraries Grant Fy '09	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1710	Local, State & Fed Grant Loan Star Libraries Grant 2010	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1711	Local, State & Fed Grant Loan Star Libraries Grant FY 11	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1712	Local, State & Fed Grant Loan Star Libraries Grant FY 12	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-172	Local, State & Fed Grant 08-09 Satellite GO Centers Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-174	Local, State & Fed Grant BBHW Conference	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1740	Local, State & Fed Grant DHHS/OASH - H1N1 Promotion	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1741	Local, State & Fed Grant FR132 DHHS/OASH- Wellness	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-1742	Local, State & Fed Grant 17 Hurricane PH Crisis Resp Grnt	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-175	Local, State & Fed Grant Acct. Reserve See 01-101-573-	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-176	Local, State & Fed Grant BISD/Southmost Library Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-177	Local, State & Fed Grant FR72 HEB & Keep Tx Beautiful GNT	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-178	Local, State & Fed Grant Cam County Lib System Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-179	Local, State & Fed Grant 07-08 Petsmart Charities Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-18	Local, State & Fed Grant FHA Palm Blvd. Traff Sig P	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-180	Local, State & Fed Grant NAPCOR Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-181	Local, State & Fed Grant TCEQ Petroleum Storage Remed	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-185	Local, State & Fed Grant FEMA Reimbursement:Dolly 2008	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-187	Local, State & Fed Grant 2006 State Homeland Sec-SHSP	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-188	Local, State & Fed Grant 2006 State Homeland Sec-LETPP	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-190	Local, State & Fed Grant USMS-FY07 Project Safe Nghbrhood	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-191	Local, State & Fed Grant CJD - Gang Initiative	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-192	Local, State & Fed Grant 2007 State Homeland Sec - SHSP	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-193	Local, State & Fed Grant 2007 State Homeland Sec - LETPP	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-194	Local, State & Fed Grant USMS Fug APP TF-Vehicle (F & M)	.00	.00	.00	.00	.00	.00	.00	+++	.00

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579-195	Local, State & Fed Grant 2008 State Homeland Sec. -	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-196	Local, State & Fed Grant 2008 State Homeland Sec. -	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-197	Local, State & Fed Grant TWDB G080010 Villanueva Easemnts	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-198	Local, State & Fed Grant BECC Reimbursement - TAA10-032	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-199	Local, State & Fed Grant TDHSH-Free Play Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-200	Local, State & Fed Grant CJD-Gang Prevention & Coord Init	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-201	Local, State & Fed Grant USMS Fug App TF - Supplies	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-203	Local, State & Fed Grant BECC TAA10038 Sister City	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-204	Local, State & Fed Grant TAA10-044 BECC 2012 Border Proj	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-205	Local, State & Fed Grant SWB STX HIDTA - Vehicle	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-206	Local, State & Fed Grant US Marshal Serv Vehicle Donation	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-207	Local, State & Fed Grant '09 State Homeland Sec. - SHSP	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-208	Local, State & Fed Grant '09 State Homeland Sec. - LEAP	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-209	Local, State & Fed Grant 10 State Homeland Sec. - SHSP	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-210	Local, State & Fed Grant 10 State Homeland Sec- SHSP/LETPA	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-211	Local, State & Fed Grant Dollar General Lit. Fnd. Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-212	Local, State & Fed Grant SWB STX HIDTA-Vehicle (FBI) 11	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-214	Local, State & Fed Grant Fingerprint ID System #24730-01	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-219	Local, State & Fed Grant 11 St. Home. Sec.-	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-22	Local, State & Fed Grant Op-STEP Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-221	Local, State & Fed Grant 11 St. Home. Sec.- SHSP	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-2211	Local, State & Fed Grant Healthy Babies Grant (HTBCC)	.00	81,030.00	81,030.00	7,746.82	.00	52,745.88	28,284.12	65	65,054.88
579-2212	Local, State & Fed Grant Vector Educational Outreach	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-2213	Local, State & Fed Grant Interlocal Coop Contr Grant Reim	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-222	Local, State & Fed Grant Transforming Texas Grant (Health	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-224	Local, State & Fed Grant US Dept Interior Hike & Bike	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-225	Local, State & Fed Grant 2012 St. Homeland Sec-SHSP- LETPA	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-226	Local, State & Fed Grant CCHHS Hospital Prep Pgm Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-227	Local, State & Fed Grant TDSHS 2013-042888 Fire Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-228	Local, State & Fed Grant F.A.S.T.-B'ville (Sept)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-229	Local, State & Fed Grant F.A.S.T.-Other Agencies	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-230	Local, State & Fed Grant 2013 State Hmland Sec	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-231	Local, State & Fed Grant 2013 State Hmland Sec SHSP	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-234	Local, State & Fed Grant DSRIP Project-Public Health	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-235	Local, State & Fed Grant Stillman Foundation Grant-	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-236	Local, State & Fed Grant TDSH 2014-045238-	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-238	Local, State & Fed Grant Racks for Bikes Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-239	Local, State & Fed Grant Dept.State Health Services -	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-24	Local, State & Fed Grant Section 112 Consultant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-241	Local, State & Fed Grant TDSHS CVD & Stroke Program	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-243	Local, State & Fed Grant 2012 ST Hmlnd Sec Grnt	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-244	Local, State & Fed Grant 2012 AFG-EMW-2012-FR-	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-245	Local, State & Fed Grant CC in Motion - VBMF (FR120)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-245A	Local, State & Fed Grant CC in Motion-Prtnr Comm. (FR120)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-246	Local, State & Fed Grant 2014 SHSP LETPA	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-247	Local, State & Fed Grant UTHSCH - SRV AGR 3-9-15 -	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-248	Local, State & Fed Grant 2015 State Homeland Sec.	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-249	Local, State & Fed Grant UTHSCH - SRV AGR 6/1/16	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-250	Local, State & Fed Grant Texas A&M-TIFMAS-	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-251	Local, State & Fed Grant FBR124-APHA Healthiest C&C	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-252	Local, State & Fed Grant TAA17-013 Vector Habt Edu & Outr	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-253	Local, State & Fed Grant DSHS Border Health Month - FY 18	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-254	Local, State & Fed Grant Rifle Resis Body Armor Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-255	Local, State & Fed Grant (FR121) Walmart Comm.	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-256	Local, State & Fed Grant FY2018 - SNAP - ED	.00	60,000.00	60,000.00	11,864.88	.00	58,369.39	1,630.61	97	28,205.64
579-257	Local, State & Fed Grant SHSP LETPA FY18 (BPD Tac Shd Eq)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-258	Local, State & Fed Grant SHSP LETPA FY18 (BPD Bomb Un Eq)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-259	Local, State & Fed Grant 2018 HSGP Equipment	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-260	Local, State & Fed Grant Cameron - 2019 Op.	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-261	Local, State & Fed Grant Cameron - 2021 Op.	.00	143,210.00	143,210.00	.00	.00	136,434.21	6,775.79	95	56,810.47

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579-262	Local, State & Fed Grant LBSP FY 2023	.00	190,000.00	190,000.00	.00	.00	133,862.41	56,137.59	70	.00
579-263	Local, State & Fed Grant BPD Grant Program #4617401	.00	126,783.00	126,783.00	.00	.00	.00	126,783.00	0	.00
579-264	Local, State & Fed Grant LBSP FY 2024	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-270	Local, State & Fed Grant EMS HHS CARES Provider Relief Fd	.00	566,207.00	566,207.00	.00	.00	518,908.80	47,298.20	92	200,444.35
579-271	Local, State & Fed Grant 2019 TX OOG VCAFGP	.00	.00	.00	.00	.00	.00	.00	+++	18,320.50
579-272	Local, State & Fed Grant 2020 TX OOG HSGP	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-273	Local, State & Fed Grant 2021 TX OOG HSGP	.00	.00	.00	.00	.00	.00	.00	+++	58,612.00
579-274	Local, State & Fed Grant 2021 JAG	.00	14,116.00	14,116.00	.00	.00	.00	14,116.00	0	.00
579-275	Local, State & Fed Grant 2022 JAG	.00	55,407.00	55,407.00	.00	.00	.00	55,407.00	0	.00
579-28	Local, State & Fed Grant Traffic Light Syn - Phase II	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-30	Local, State & Fed Grant CC Financial Disruption Task	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-31	Local, State & Fed Grant B. I. S. D. Police Services	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-3111	Local, State & Fed Grant UTHSCSA DSRIP Project	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-3113	Local, State & Fed Grant DSHS GN#2016-049328	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-3114	Local, State & Fed Grant TXDSHS-Pshp for a Healthy Border	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-33	Local, State & Fed Grant E. V. Paulson Estate	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-330	Local, State & Fed Grant FR129 - BiNational 10K Run	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-337	Local, State & Fed Grant FA135 Border Binational Health C	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-34	Local, State & Fed Grant South Texas Auto Theft Enf.	425,000.00	88,361.00	513,361.00	255,924.62	.00	622,930.61	(109,569.61)	121	1,006,883.99
579-35	Local, State & Fed Grant BUS ADA Coordinator Cont.	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-37	Local, State & Fed Grant Texas Forest Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-39	Local, State & Fed Grant L. R. G. V. D. C. Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-40	Local, State & Fed Grant Maint. of Traffic Signals	42,120.00	.00	42,120.00	3,590.00	.00	43,080.00	(960.00)	102	42,120.00
579-41	Local, State & Fed Grant BUS - P. C. Specialist Cont.	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-42	Local, State & Fed Grant Wal-Mart Foundation	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-425	Local, State & Fed Grant Local Border Security Prog-Fy 14	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-428	Local, State & Fed Grant Local Boder Security Prog-FY2013	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-43	Local, State & Fed Grant Non-Point Pollution Proj. 94	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-432	Local, State & Fed Grant NIBRS Arrest Form Module	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-433	Local, State & Fed Grant DSHS Obesity Grant 537170172	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-434	Local, State & Fed Grant FY23 SHSP SWAT Team Eq #4254002	.00	55,011.00	55,011.00	35,999.90	.00	55,010.65	.35	100	.00
579-44	Local, State & Fed Grant Police Hiring Supplement Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-45	Local, State & Fed Grant S. P. Museum Engine Shelter	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-46	Local, State & Fed Grant Used Oil Recycling Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-47	Local, State & Fed Grant Oil Filter Crushing Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-48	Local, State & Fed Grant Waste Minimization Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-49	Local, State & Fed Grant Traf Light Synchronization III	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-50	Local, State & Fed Grant SW Bell Excellence Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-51	Local, State & Fed Grant Brownsville Trees III	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-52	Local, State & Fed Grant TDH Dengue Assist. C. C. Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-5253	Local, State & Fed Grant FR93 FAST TF Forfetuire (Bville)	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-54	Local, State & Fed Grant Internet Assistance Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-549	Local, State & Fed Grant Coronavirus Relief Fund	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-5490	Local, State & Fed Grant Coronavirus Relief Fund (F)	.00	.00	.00	.00	.00	.00	.00	+++	657,960.10
579-55	Local, State & Fed Grant Used Oil Collection Grant - 1997	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-56	Local, State & Fed Grant LRGVDC - Proj 97-21-G05	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-57	Local, State & Fed Grant TDH-97 Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-59	Local, State & Fed Grant Foundation - Health/Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-60	Local, State & Fed Grant Non-Pt Pollution 95	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-61	Local, State & Fed Grant LEOSE Fire Dept. Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-62	Local, State & Fed Grant Emer. Mana. Current Year	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-65	Local, State & Fed Grant J. T. P. A. Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-66	Local, State & Fed Grant Dengue Prevention Grant CC & TPW	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-68	Local, State & Fed Grant BISN	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-69	Local, State & Fed Grant COPS MORE 96	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-70	Local, State & Fed Grant Gates Library Foundation Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-71	Local, State & Fed Grant B'Ville P.D. Comm/Youth Prog.	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-73	Local, State & Fed Grant FR61 LEOSE Training Allocation	12,500.00	.00	12,500.00	.00	.00	10,933.66	1,566.34	87	11,083.45
579-74	Local, State & Fed Grant TNRCC - Compost Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-75	Local, State & Fed Grant Fire-Hurricane/Flood Emer Purch	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-76	Local, State & Fed Grant 98 Local Law Enforcement P.G.	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Prior Fiscal Year Activity Included
Detail Listing

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
579-77	Local, State & Fed Grant Operation Greenback	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-771	Local, State & Fed Grant LBSP FY 2015	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-772	Local, State & Fed Grant LBSP FY 2016	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-773	Local, State & Fed Grant LBSP FY 2017	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-774	Local, State & Fed Grant LBSP FY 2018	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-775	Local, State & Fed Grant LBSP FY 2019	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-776	Local, State & Fed Grant LBSP FY 2021	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-777	Local, State & Fed Grant LBSP FY 2022	.00	.00	.00	.00	.00	.00	.00	+++	188,800.28
579-78	Local, State & Fed Grant New Officers Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-781	Local, State & Fed Grant Fire Dive and Rescue Equip	.00	.00	.00	.00	.00	.00	.00	+++	7,199.99
579-782	Local, State & Fed Grant FY20 Border Zone Fire Dept	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-79	Local, State & Fed Grant Weed & Seed Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-80	Local, State & Fed Grant Yard Waste Reduction Grant -	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-81	Local, State & Fed Grant TNRCC - Compost Production	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-82	Local, State & Fed Grant UUNET Internet Services	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-83	Local, State & Fed Grant Gen Land Off-Rescue &	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-84	Local, State & Fed Grant TNRCC-Compost Diversion	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-86	Local, State & Fed Grant Telecomm Infrastructure Fd	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-87	Local, State & Fed Grant TNRCC - Recycling Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-88	Local, State & Fed Grant Underage Drinking Initiative	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-89	Local, State & Fed Grant FR92 STATE Grant, Program	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-90	Local, State & Fed Grant TNRCC - B'ville Compress	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-91	Local, State & Fed Grant 99 LLEBG	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-92	Local, State & Fed Grant 2000 LLEBG	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-93	Local, State & Fed Grant Rio-Net Project - BPD	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-94	Local, State & Fed Grant TNRCC #01-21-G04	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-95	Local, State & Fed Grant TNRCC #01-21-G05	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-96	Local, State & Fed Grant COPS in School	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-97	Local, State & Fed Grant TDH 2001 Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-98	Local, State & Fed Grant TDH Border Hlth Grant 2001	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-99	Local, State & Fed Grant ERate Library Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-9900	Local, State & Fed Grant SENIORS BRASS PROG -ACTS	.00	.00	.00	.00	.00	.00	.00	+++	.00
579-991	Local, State & Fed Grant Texas Book Festival	.00	.00	.00	.00	.00	.00	.00	+++	.00
Intergovernmental Totals		$1,055,930.00	$5,838,096.00	$6,894,026.00	$278,114.70	$0.00	$8,034,210.81	($1,140,184.81)	117%	$10,460,397.45
Misc. Revenue										
582	Sale of Fixed Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
5830-01	Sale of Materials Traffic	12,625.00	.00	12,625.00	4,375.90	.00	31,843.64	(19,218.64)	252	25,007.07
5830-02	Sale of Materials Public Works/Streets	.00	.00	.00	.00	.00	.00	.00	+++	.00
584	Auction Sales / City Property	50,500.00	.00	50,500.00	.00	.00	.00	50,500.00	0	.00
585	Damages to City Property	.00	.00	.00	.00	.00	.00	.00	+++	.00
586	Sale of Land	.00	.00	.00	.00	.00	.00	.00	+++	.00
586-01	Sale of Land Land	.00	.00	.00	.00	.00	.00	.00	+++	.00
586-02	Sale of Land Right of Way Sale	.00	.00	.00	.00	.00	.00	.00	+++	.00
586-03	Sale of Land Abandonment	.00	.00	.00	.00	.00	.00	.00	+++	.00
586-10	Sale of Land Cueto Building	.00	.00	.00	.00	.00	.00	.00	+++	.00
586-21	Sale of Land Logan's	.00	.00	.00	.00	.00	.00	.00	+++	.00
586-25	Sale of Land Vacant Lots (HUD Lots)	.00	.00	.00	.00	.00	.00	.00	+++	.00
587	Misc. Revenues	.00	.00	.00	.00	.00	.00	.00	+++	665.00
587-02	Misc. Revenues Public Works Force Account	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-03	Misc. Revenues P. U. B. Reimb-A. Barbosa	27,198.00	.00	27,198.00	.00	.00	17,718.78	9,479.22	65	22,364.89
587-04	Misc. Revenues Credit Union Reimb.-A. Barbosa	27,198.00	.00	27,198.00	.00	.00	45,515.60	(18,317.60)	167	31,731.65
587-05	Misc. Revenues Commission on Telephones	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-06	Misc. Revenues Comm. on Cokes, Candy, Etc.	2,525.00	.00	2,525.00	.00	.00	1,174.36	1,350.64	47	1,390.51
587-07	Misc. Revenues Sale of Maps, Books,Etc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-08	Misc. Revenues Insurance Claims/Reimb.	65,650.00	.00	65,650.00	14,573.04	.00	257,688.75	(192,038.75)	393	188,490.57
587-10	Misc. Revenues Miscellaneous	10,100.00	.00	10,100.00	2,896.44	.00	384,544.56	(374,444.56)	3807	286,955.71
587-100	Misc. Revenues Late Pmt. Penalty/% Rev. FBI	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-1004	Misc. Revenues Reim. Weatherzn disallowed chrgs	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-1006	Misc. Revenues TXU Energy Rebate	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-1007	Misc. Revenues Warranty Reimbursement	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-1009	Misc. Revenues PropertyRoom.com	.00	.00	.00	.00	.00	.00	.00	+++	2,483.94
587-101	Misc. Revenues Adrian Losoya/Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-1010	Misc. Revenues JustFOIA Request Fees	.00	.00	.00	.00	.00	8.50	(8.50)	+++	.00
587-1015	Misc. Revenues BPD CARFAX PCA Report	.00	.00	.00	1,572.00	.00	15,270.00	(15,270.00)	+++	19,242.00
587-1016	Misc. Revenues Opioid Abatement Settlement	.00	.00	.00	133,434.20	.00	133,434.20	(133,434.20)	+++	.00
587-102	Misc. Revenues Services for P. I. D.	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-103	Misc. Revenues Capitol Property Leases	.00	.00	.00	.00	.00	.00	.00	+++	.00

Revenue Budget by Account Classification Report

Through 09/30/23
Prior Fiscal Year Activity Included
Detail Listing

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
587-104	Misc. Revenues Contribition for Beautification	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-105	Misc. Revenues D. D. C. Share P. Goodman Salary	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-106	Misc. Revenues Cameron County Rev. Sharing	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-107	Misc. Revenues M. U. D	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-108	Misc. Revenues Crimestoppers Bro. Chamber	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-109	Misc. Revenues Late Pmt Penalty/% Rev DEA	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-11	Misc. Revenues Auctions/Abandoned Property	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-110	Misc. Revenues Jose Mancillas - Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-1102	Misc. Revenues Sale of Stillman Clinic Equipmnt	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-1103	Misc. Revenues Restitution - Jose G. Sanchez	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-1104	Misc. Revenues Gerardo Zolezzi - Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-1106	Misc. Revenues Restitution- Alicia Gonzalez	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-111	Misc. Revenues T. S. C. Share of Levee Paving	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-112	Misc. Revenues FA133-4th July Comm Donation	.00	.00	.00	.00	.00	.00	.00	+++	1,000.00
587-113	Misc. Revenues Daniel Sanchez - Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-114	Misc. Revenues BPD - Safety Helmets (Disney)	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-115	Misc. Revenues Jail Telephone Commission	2,020.00	.00	2,020.00	287.03	.00	3,258.10	(1,238.10)	161	3,069.51
587-116	Misc. Revenues MVEC Refund	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-117	Misc. Revenues Prompt Payment Revenue	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-118	Misc. Revenues Cash Short/Over Health Dept.	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-119	Misc. Revenues Resved. See Acct. 01-101-579-1	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-12	Misc. Revenues Sales of Plans & Specifications	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-120	Misc. Revenues FR116 Via Network Service 00/01	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-1205	Misc. Revenues Purchasing - Bid Bonds	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-1206	Misc. Revenues Armory Cmplx Prcds-340 Porter Dr	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-121	Misc. Revenues Older American Contribution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-123	Misc. Revenues Reserved See Acct. 01-101-579	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-124	Misc. Revenues Bro Youth Adv. Comm Blockbash	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-125	Misc. Revenues ERate 4 - SBC	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-127	Misc. Revenues SWB - ERate 5	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-128	Misc. Revenues Worldcom - ERate 5	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-129	Misc. Revenues Southern Union Co. Settlements	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-130	Misc. Revenues Norma Tovar - Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-131	Misc. Revenues Jennifer Wiegel Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-132	Misc. Revenues Mary Rodriguez Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-133	Misc. Revenues Rebates	10,100.00	.00	10,100.00	.00	.00	25,044.31	(14,944.31)	248	13,523.85
587-134	Misc. Revenues Roel Martinez - Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-135	Misc. Revenues US Postal Serv. Lease/City Hall	50,500.00	.00	50,500.00	4,166.67	.00	41,666.70	8,833.30	83	58,333.38
587-136	Misc. Revenues GSA Lease - City Plaza	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-137	Misc. Revenues Juan Martinez - Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-138	Misc. Revenues Jason Cifuentes - Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-139	Misc. Revenues BCIC - Admin. Services	24,240.00	.00	24,240.00	.00	.00	24,000.00	240.00	99	24,000.00
587-14	Misc. Revenues GBIC - Admin. Services	501,364.00	.00	501,364.00	68,185.62	.00	256,340.16	245,023.84	51	496,398.00
587-140	Misc. Revenues Marcela Fuentes - Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-141	Misc. Revenues Victoria Garcia - Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-142	Misc. Revenues C. P. L. Lawsuit	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-143	Misc. Revenues TML 2004 LB Equity Return	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-144	Misc. Revenues Wal-Mart Donation - Fire Station	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-145	Misc. Revenues Reinspection of Swimming Pools	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-146	Misc. Revenues Discont./Cease of Swimm. Pools	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-147	Misc. Revenues TML Meeting Contributions	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-148	Misc. Revenues IRS Tax Refund	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-149	Misc. Revenues CDCB Pay on HUD's Quest Cos	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-15	Misc. Revenues Citywide Indirect Costs	612,565.00	.00	612,565.00	219,426.92	.00	864,388.41	(251,823.41)	141	726,732.13
587-150	Misc. Revenues PG & E Energy Group Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-151	Misc. Revenues Resrvd See Acct. 01-101-579	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-152	Misc. Revenues Agustin Carrera - Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-153	Misc. Revenues Roberta Mrtz. Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-154	Misc. Revenues Nat'l Wildlife Refuge Rev Share	.00	.00	.00	.00	.00	.00	.00	+++	713.63
587-155	Misc. Revenues TML 2005 Property Equity Ret.	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-1550	Misc. Revenues TML Property Equity Return	20,200.00	.00	20,200.00	118.14	.00	26,208.29	(6,008.29)	130	24,939.40
587-156	Misc. Revenues Library Photography service	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-157	Misc. Revenues Library Museum Digital Project	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-158	Misc. Revenues The Learner's Club	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-159	Misc. Revenues Restitution - Victoria Garcia	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-16	Misc. Revenues Sportsfest Revenue	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-160	Misc. Revenues Amer Heart Assoc - AED Grant '02	.00	.00	.00	.00	.00	.00	.00	+++	.00

Revenue Budget by Account Classification Report

Through 09/30/23
Prior Fiscal Year Activity Included
Detail Listing

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
587-161	Misc. Revenues BPD/USCBP Firing Range	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-168	Misc. Revenues On-Line Auction	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-169	Misc. Revenues MVEC Refunds	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-17	Misc. Revenues S.T.E.P. Program Revenue	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-170	Misc. Revenues Levi Strauss Grant - Fire	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-171	Misc. Revenues PW Live Bottom Trailer CDBG Reim	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-172	Misc. Revenues TML Refund Lib. Ins.	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-1720	Misc. Revenues TML Refund W/C Equity Return	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-173	Misc. Revenues BCIC Sports Park Maint Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-1735	Misc. Revenues Sports Park Adv / Naming Rights	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-174	Misc. Revenues Winstorm Insurance Reimbursement	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-175	Misc. Revenues CDBG Reim. - La Villita	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-177	Misc. Revenues Restitution - Animal Control	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-179	Misc. Revenues Bro. Beautification Committee	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-18	Misc. Revenues Abandoned Motor Vehicles	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-181	Misc. Revenues HCLS - TLC Project 2006	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-186	Misc. Revenues TXDOT Refund Engine Shelter Pro	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-187	Misc. Revenues BPUB - Sports Park	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-189	Misc. Revenues Cash Over/Short Traffic	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-19	Misc. Revenues Purchase Discounts	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-190	Misc. Revenues Interest on Note	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-199	Misc. Revenues Mr. Amigo Luncheon Rev.	2,525.00	.00	2,525.00	.00	.00	1,590.00	935.00	63	.00
587-20	Misc. Revenues Sales Tax Discount	.00	.00	.00	5.81	.00	196.62	(196.62)	+++	27.20
587-200	Misc. Revenues BPD Accident Req for Reimb	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-201	Misc. Revenues Veterans Park Dedication Co	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-203	Misc. Revenues Juana Ballestero - Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-205	Misc. Revenues P-Card Rebate	85,850.00	.00	85,850.00	.00	.00	93,171.61	(7,321.61)	109	87,626.02
587-206	Misc. Revenues Hgn Share-Haz Cargo Route Study	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-207	Misc. Revenues Recreation Center Donation	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-209	Misc. Revenues Animal Control Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-212	Misc. Revenues Fire Equip - Texas State Bank	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-214	Misc. Revenues Reimb. R. Esparza	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-215	Misc. Revenues Restitution - Jose Felipe Rangel	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-216	Misc. Revenues Cash Short/Over Sports Park	.00	.00	.00	.00	.00	(13.03)	13.03	+++	7.00
587-218	Misc. Revenues Restitution- Alicia H. Rodriguez	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-219	Misc. Revenues Restitution - Angel Villagomez	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-220	Misc. Revenues Melissa A. Sanchez - Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-221	Misc. Revenues S. D. Perez - Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-222	Misc. Revenues Restitution - Joel Solano	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-224	Misc. Revenues Restitution-Jose Luis Martinez	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-226	Misc. Revenues Restitution-Abel Marin Hernandez	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-227	Misc. Revenues TML Property Rate Reduction	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-228	Misc. Revenues P-25 PISC Radio #2009C12438	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-230	Misc. Revenues Juan Gonzalez - Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-231	Misc. Revenues Unclaimed Property Recovery	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-232	Misc. Revenues Gilberto Rodriguez-Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-235	Misc. Revenues FNB Cashier's Ck - J. Navarro	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-237	Misc. Revenues Jamie Staneford restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-238	Misc. Revenues Recycling Revenue (GMS)	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-24	Misc. Revenues Reimb. Gas & Diesel Tax	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-240	Misc. Revenues Daniel Herrera - Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-241	Misc. Revenues BPD - Reimb (SA) - Att Gen of Tx	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-242	Misc. Revenues Open Records	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-243	Misc. Revenues Sale of Civil Service Booklets	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-244	Misc. Revenues Youth Recreation Dept. Donation	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-246	Misc. Revenues AEP Settlement	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-248	Misc. Revenues Airport Shuttle Reimbursment	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-25	Misc. Revenues BISD Pool Reimbursement	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-253	Misc. Revenues FA131 AEP Settlement (assigned)	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-254	Misc. Revenues Attorney General Sexual Assaults	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-255	Misc. Revenues TXST Comptroller Events Trust Fd	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-256	Misc. Revenues M. Krishna Bequest-Medical Books	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-258	Misc. Revenues Fall Festival Revenue	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-259	Misc. Revenues Curbside Recycling Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-261	Misc. Revenues Rendition Penalty - Late Rpting	.00	.00	.00	.00	.00	55,779.28	(55,779.28)	+++	.00
587-265	Misc. Revenues BPD/BISD - Radio System	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-266	Misc. Revenues BPD/BND Radio System	.00	.00	.00	.00	.00	.00	.00	+++	.00

Revenue Budget by Account Classification Report

Through 09/30/23
Prior Fiscal Year Activity Included
Detail Listing

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
587-267	Misc. Revenues (FA136)Sprint-Nextel Reband Proj	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-268	Misc. Revenues Sect 125 Flex Spd Refund	4,040.00	.00	4,040.00	.00	.00	18,363.51	(14,323.51)	455	.00
587-269	Misc. Revenues Address Letters	5,050.00	.00	5,050.00	.00	.00	100.00	4,950.00	2	4,395.00
587-271	Misc. Revenues BPD-UTB/TSC - Radio System	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-272	Misc. Revenues Sale of Ammunition (BPD)	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-273	Misc. Revenues BPD Disposition of Evidence	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-274	Misc. Revenues Fed Govt Border Fence Settlement	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-276	Misc. Revenues State Deployment Reimbursement	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-279	Misc. Revenues Unrealized Gains/Losses	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-29	Misc. Revenues Charro Days Chair Rental	6,060.00	.00	6,060.00	.00	.00	.00	6,060.00	0	.00
587-30	Misc. Revenues Cash Over/Short Inspections	.00	.00	.00	.00	.00	.00	.00	+++	.03
587-31	Misc. Revenues Cash Over/Short Vital Statistics	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-32	Misc. Revenues Cash Over/Short Police	.00	.00	.00	.00	.00	48.45	(48.45)	+++	.86
587-33	Misc. Revenues Cash Over/Short SW. Pool	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-339	Misc. Revenues FR 296 BCIC Sp Prk Turf Impr Prj	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-34	Misc. Revenues Cash Over/Short Landfill	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-344	Misc. Revenues BPD Solicitor Permit-Charro Day	152.00	.00	152.00	.00	.00	135.00	17.00	89	100.00
587-35	Misc. Revenues Cash Over/Short Vacant Lots	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-351	Misc. Revenues Sale of Equip. to BPD Officers	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-357	Misc. Revenues FR144 Southmost Veterans Parade	.00	.00	.00	2,300.00	.00	5,550.00	(5,550.00)	+++	4,950.00
587-36	Misc. Revenues Cash Over/Short M. Court	.00	.00	.00	(10.00)	.00	(3.00)	3.00	+++	432.00
587-37	Misc. Revenues Cash Over/Short EMS	.00	.00	.00	.00	.00	.00	.00	+++	.30
587-377	Misc. Revenues Vendor Refunds	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-38	Misc. Revenues Cash Over/Short City Sec.	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-384	Misc. Revenues U-Mix Vending Svcs Commission	455.00	.00	455.00	.00	.00	.00	455.00	0	.00
587-39	Misc. Revenues Cash Over/Short Engineering	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-394	Misc. Revenues Lawsuit Settlement Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-400	Misc. Revenues Bank Am/Atty Gen Lawsuit Sttlmnt	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-401	Misc. Revenues Park's Special Events	1,515.00	.00	1,515.00	2,895.00	.00	23,765.00	(22,250.00)	1569	20,805.90
587-41	Misc. Revenues Cash Over/Short Accounting	.00	.00	.00	.02	.00	7.00	(7.00)	+++	3,634.00
587-416	Misc. Revenues Eagle Warehouse Revenue	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-419	Misc. Revenues Fleet Warranty Refunds	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-42	Misc. Revenues Cash Over/Short Health	.00	.00	.00	1.10	.00	1.10	(1.10)	+++	1.00
587-43	Misc. Revenues Alfredo Garcia - Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-44	Misc. Revenues B'Ville Industrial Dev. Corp	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-440	Misc. Revenues BPD Unclaimed Property/Evidence	5,050.00	.00	5,050.00	.00	.00	.00	5,050.00	0	.00
587-446	Misc. Revenues Brownsville Hurricane Awareness	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-447	Misc. Revenues BPD Court Subpoena	.00	.00	.00	.00	.00	.00	.00	+++	61.00
587-448	Misc. Revenues BPD Solicitor Permit - Christmas	.00	.00	.00	.00	.00	15.00	(15.00)	+++	35.00
587-449	Misc. Revenues FA226-Developer QTRLY Meet&Greet	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-45	Misc. Revenues Asbestos Class Action Settlement	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-46	Misc. Revenues TXDOT Traffic Control Devices	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-469	Misc. Revenues Alfredo Flores Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-47	Misc. Revenues Brownsville Compress Reimb.	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-48	Misc. Revenues Library - Hidalgo Co. Lib. Syst.	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-49	Misc. Revenues Library - SIRSI	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-493	Misc. Revenues DPP Bench Advertising	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-498	Misc. Revenues 1100 E. Adams Property Lease	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-499	Misc. Revenues FR110 Spectrum PEG CapitalFee	.00	.00	.00	.00	.00	174,302.72	(174,302.72)	+++	246,015.22
587-500	Misc. Revenues CC District Clerk's Office	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-501	Misc. Revenues Commissioner Gowen-reimbursement	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-502	Misc. Revenues Atty/CCDAO/HPD/Defendant	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-503	Misc. Revenues FR110 AT&T PEG Capital Fee	.00	.00	.00	.00	.00	190.54	(190.54)	+++	281.66
587-504	Misc. Revenues Municipal Court MSB Rebate	707.00	.00	707.00	.00	.00	.00	707.00	0	.00
587-505	Misc. Revenues FA142- Fire Com Out Prg (BFDCOP)	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-506	Misc. Revenues ****DO NOT USE****	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-507	Misc. Revenues Street Renaming	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-51	Misc. Revenues BEDC - Internet Connection	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-52	Misc. Revenues Reimb.-Proj. STP 95 (43) HES	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-53	Misc. Revenues F. C. U.- 100% - Employee Reimb.	99,995.00	.00	99,995.00	.00	.00	32,585.65	67,409.35	33	90,764.96
587-531	Misc. Revenues F.C.U.-100%-Other Employee Reimb	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-54	Misc. Revenues Resubmittal Fee	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-55	Misc. Revenues B. N. D. - T. B. I. C.	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-56	Misc. Revenues Clear Cut Veg. Removal	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-59	Misc. Revenues Hurricane Dolly - Insurance	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-60	Misc. Revenues Cash Over/Short Library	.00	.00	.00	(.13)	.00	(149.97)	149.97	+++	(316.41)
587-61	Misc. Revenues Cash Over/Short Recycling Ctr.	.00	.00	.00	.00	.00	.00	.00	+++	.00

Revenue Budget by Account Classification Report

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
587-63	Misc. Revenues Cash Over/Short - Planning	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-68	Misc. Revenues Cash Over/Short Finance	.00	.00	.00	.00	.00	1,277.91	(1,277.91)	+++	4.88
587-680	Misc. Revenues Cash Shor / Over Parks Admin	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-73	Misc. Revenues CDBG Elizabeth Heights-Force Acc	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-74	Misc. Revenues GBIC - Prior Year Admin. Serv.	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-78	Misc. Revenues Bond Proceeds - 1999-B	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-79	Misc. Revenues DDC Reimbursement	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-80	Misc. Revenues Photocopies	6,060.00	.00	6,060.00	575.00	.00	7,773.00	(1,713.00)	128	7,916.00
587-84	Misc. Revenues SWB Conversion Feature Option	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-85	Misc. Revenues Magic Valley Electric Refund	6,565.00	.00	6,565.00	.00	.00	9,660.09	(3,095.09)	147	9,459.87
587-86	Misc. Revenues Land - Brownsville Compress Sale	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-863	Misc. Revenues Games of Texas	.00	.00	.00	1,670.00	.00	133,098.53	(133,098.53)	+++	.00
587-864	Misc. Revenues Games of Texas Sponsorship	.00	.00	.00	2,500.00	.00	7,540.00	(7,540.00)	+++	.00
587-87	Misc. Revenues Land - R. E. Smith Property Sale	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-88	Misc. Revenues Recycling Center	11,110.00	.00	11,110.00	1,340.19	.00	7,359.13	3,750.87	66	22,448.72
587-90	Misc. Revenues Restitution Payments	.00	.00	.00	.00	.00	231.00	(231.00)	+++	200.90
587-91	Misc. Revenues Los Tomates Farm	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-93	Misc. Revenues Raymundo Arteaga Jr. - Rest.	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-94	Misc. Revenues Proceeds from Sale of Bonds	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-95	Misc. Revenues Border Governor's Conference	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-96	Misc. Revenues Draper Drive Donation	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-97	Misc. Revenues Juan Jose Limon - Rest.	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-98	Misc. Revenues Guillermo Morales - Restitution	.00	.00	.00	.00	.00	.00	.00	+++	.00
587-99	Misc. Revenues Cleaning of Lots Interest	40,400.00	.00	40,400.00	5,381.40	.00	55,772.19	(15,372.19)	138	46,189.37
587-991	Misc. Revenues Veterans Incent Hiring Training	.00	.00	.00	.00	.00	.00	.00	+++	.00
588	Cleaning of Lots	101,000.00	.00	101,000.00	11,505.02	.00	103,169.96	(2,169.96)	102	110,963.70
588-10	Cleaning of Lots Delinquent	.00	.00	.00	.00	.00	.00	.00	+++	.00
589	Int. Earned MM Checking Acct.	.00	.00	.00	.00	.00	.00	.00	+++	.00
589-02	Int. Earned MM Checking Acct. CCMA Cking Acct Int.	.00	.00	.00	.00	.00	.00	.00	+++	.00
590	Interest - Tax Distribution	.00	.00	.00	.00	.00	.00	.00	+++	.00
5991-10	Other Financing Sources - Lease Financing GG	.00	.00	.00	.00	.00	.00	.00	+++	.00
5991-20	Other Financing Sources - Lease Financing PS	.00	.00	.00	.00	.00	.00	.00	+++	.00
5991-30	Other Financing Sources - Lease Financing PW	.00	.00	.00	.00	.00	.00	.00	+++	.00
5991-70	Other Financing Sources - Lease Financing CR	.00	.00	.00	.00	.00	.00	.00	+++	.00
Misc. Revenue Totals		$1,793,319.00	$0.00	$1,793,319.00	$477,199.37	$0.00	$2,859,621.65	($1,066,302.65)	159%	$2,583,045.42
	Interest Income									
581	Interest Earned	50,000.00	.00	50,000.00	119,321.40	.00	2,172,136.80	(2,122,136.80)	4344	265,930.27
589-01	Int. Earned MM Checking Acct. M. M. Checking Acct. Interest	200,000.00	.00	200,000.00	28,336.67	.00	274,605.28	(74,605.28)	137	220,213.31
Interest Income Totals		$250,000.00	$0.00	$250,000.00	$147,658.07	$0.00	$2,446,742.08	($2,196,742.08)	979%	$486,143.58
	Operating Transfers From Other Funds									
591	Transfers from Other Funds	.00	.00	.00	.00	.00	.00	.00	+++	.00
591-10	Transfers from Other Funds G. B. I. C.	.00	.00	.00	.00	.00	.00	.00	+++	.00
591-12	Transfers from Other Funds Events Center Fund	.00	.00	.00	.00	.00	.00	.00	+++	.00
591-17	Transfers from Other Funds Comm Dev Prog	.00	.00	.00	.00	.00	.00	.00	+++	.00
591-20	Transfers from Other Funds General Non Bonded Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
591-21	Transfers from Other Funds Debt Service Bond Fund	.00	.00	.00	.00	.00	.00	.00	+++	.00
591-28	Transfers from Other Funds BPD Federal Forfeiture Fund	.00	.00	.00	.00	.00	.00	.00	+++	.00
591-29	Transfers from Other Funds BPD Forfeiture Fund	.00	.00	.00	.00	.00	.00	.00	+++	.00
591-42	Transfers from Other Funds Street Imp. Fund	.00	.00	.00	.00	.00	.00	.00	+++	.00
591-44	Transfers from Other Funds Landfill Tipping Fee Inc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
591-50	Transfers from Other Funds 1998 G. O. Bond Fund	.00	.00	.00	.00	.00	.00	.00	+++	.00
591-56	Transfers from Other Funds 2002 G O Fund	.00	.00	.00	.00	.00	.00	.00	+++	.00
591-62	Transfers from Other Funds Bridge Fund	3,100,000.00	.00	3,100,000.00	.00	.00	1,550,000.00	1,550,000.00	50	2,100,000.00
591-63	Transfers from Other Funds M. V. P. S. Fund	.00	.00	.00	.00	.00	.00	.00	+++	.00
591-66	Transfers from Other Funds Landfill Fund	9,300,000.00	.00	9,300,000.00	4,650,000.00	.00	9,300,000.00	.00	100	6,975,000.00
591-70	Transfers from Other Funds Employee Benefit Fund	.00	.00	.00	.00	.00	.00	.00	+++	.00
591-72	Transfers from Other Funds Worker's Comp. Fund	.00	.00	.00	.00	.00	.00	.00	+++	.00
591-75	Transfers from Other Funds 2004 G O Fund	.00	.00	.00	.00	.00	.00	.00	+++	.00
Operating Transfers From Other Funds Totals		$12,400,000.00	$0.00	$12,400,000.00	$4,650,000.00	$0.00	$10,850,000.00	$1,550,000.00	88%	$9,075,000.00
	REVENUE TOTALS	$113,563,811.00	$8,445,770.00	$122,009,581.00	$22,525,436.27	$0.00	$137,130,870.02	($15,121,289.02)	112%	$132,654,628.01
	Fund **01 - General Fund** Totals	$113,563,811.00	$8,445,770.00	$122,009,581.00	$22,525,436.27	$0.00	$137,130,870.02	($15,121,289.02)		$132,654,628.01
	Grand Totals	$113,563,811.00	$8,445,770.00	$122,009,581.00	$22,525,436.27	$0.00	$137,130,870.02	($15,121,289.02)		$132,654,628.01

Expense Budget by Function Report

Through 09/30/23
Prior Fiscal Year Activity Included
Summary Listing

Function / Sub Function	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund **01 - General Fund**									
EXPENSE									
10 - General Government	29,829,112.00	(1,109,057.00)	28,720,055.00	2,981,320.86	670,870.98	25,840,293.77	2,208,890.25	92	23,053,546.32
20 - Public Safety	63,783,756.00	8,430,554.00	72,214,310.00	7,755,117.42	3,316,805.56	75,689,655.77	(6,792,151.33)	109	74,156,272.31
30 - Public Works	7,096,890.00	500,427.00	7,597,317.00	1,221,845.08	62,508.72	8,256,052.27	(721,243.99)	109	7,350,005.12
40 - Sanitation	153,125.00	16,405.00	169,530.00	45,104.63	6,590.67	175,390.62	(12,451.29)	107	417,961.92
50 - Public Health	2,413,693.00	2,335,033.00	4,748,726.00	424,002.83	54,527.64	3,090,723.59	1,603,474.77	66	3,326,935.60
60 - Public Assistance	.00	.00	.00	.00	.00	.00	.00	+++	.00
70 - Culture & Recreation	10,217,019.00	1,022,056.00	11,239,075.00	1,479,364.98	180,327.99	11,120,806.85	(62,059.84)	101	9,800,933.66
80 - Economic Development	500,000.00	83,000.00	583,000.00	329,896.56	.00	337,064.75	245,935.25	58	24,616.44
90 - Operating Transfers to Other Funds	11,871,683.00	6,050,143.00	17,921,826.00	7,153,416.87	.00	17,933,772.37	(11,946.37)	100	22,116,565.63
85 - Capital Contributions to Other Funds	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$125,865,278.00	$17,328,561.00	$143,193,839.00	$21,390,069.23	$4,291,631.56	$142,443,759.99	($3,541,552.55)	102%	$140,246,837.00
Fund **01 - General Fund** Totals	$125,865,278.00	$17,328,561.00	$143,193,839.00	$21,390,069.23	$4,291,631.56	$142,443,759.99	($3,541,552.55)		$140,246,837.00
Grand Totals	$125,865,278.00	$17,328,561.00	$143,193,839.00	$21,390,069.23	$4,291,631.56	$142,443,759.99	($3,541,552.55)		$140,246,837.00

Expense Budget by Function Report

Through 09/30/23
Prior Fiscal Year Activity Included
Detail Listing

Organization	Organization Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund **01 - General Fund**										
EXPENSE										
Function **10 - General Government**										
01-130	General Fund,City Manager	1,861,156.00	202,917.00	2,064,073.00	225,230.29	125,936.58	1,444,164.71	493,971.71	76	1,529,788.83
01-130A	General Fund,Choice Neighborhood Planning Grt	.00	460,399.00	460,399.00	1,531.05	36,498.35	140,497.80	283,402.85	38	139,600.88
01-131	General Fund,City Auditor	326,206.00	18,001.00	344,207.00	42,558.59	.00	326,165.56	18,041.44	95	132,467.62
01-132	General Fund,Historic Downtown Heritage	.00	.00	.00	32.40	.00	32.40	(32.40)	+++	.00
01-134	General Fund,Downtown Revitalization Inf. Ctr	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-135	General Fund,Grant Management	365,547.00	19,258.00	384,805.00	65,379.58	425.42	427,966.06	(43,586.48)	111	319,571.83
01-136	General Fund,Management Analysts	330,999.00	(125,330.00)	205,669.00	.00	.00	214,184.40	(8,515.40)	104	325,228.42
01-137	General Fund,Ent. Proj. Mgmt. Office (EPMO)	.00	144,495.00	144,495.00	71,158.51	.00	164,430.23	(19,935.23)	114	.00
01-140	General Fund,Municipal Court	2,009,156.00	117,796.00	2,126,952.00	270,570.58	13,007.98	1,886,119.12	227,824.90	89	1,798,853.96
01-141	General Fund,Municipal Court Warrant Officers	323,379.00	20,254.00	343,633.00	16,648.30	.00	241,398.84	102,234.16	70	213,674.12
01-211	General Fund,Financial Services	7,716,615.00	(4,824,744.00)	2,891,871.00	412,618.72	70,778.23	2,739,137.28	81,955.49	97	2,494,612.77
01-212	General Fund,Purchasing	.00	.00	.00	.00	.00	.00	.00	+++	14.66
01-213	General Fund,EMS - Billing	406,551.00	19,807.00	426,358.00	64,027.64	8,647.14	463,238.74	(45,527.88)	111	373,464.75
01-215	General Fund,Old Fed. Courthouse - City Hall	60,000.00	.00	60,000.00	12,712.96	.00	109,777.16	(49,777.16)	183	85,290.11
01-216	General Fund,City Plaza	90,000.00	.00	90,000.00	13,332.99	.00	142,743.07	(52,743.07)	159	119,418.31
01-230	General Fund,J.T.P.A.	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-231	General Fund,Organizational Development & HR	950,148.00	118,735.00	1,068,883.00	131,392.84	.00	1,085,475.22	(16,592.22)	102	992,677.71
01-232	General Fund,Safety/Risk Management	272,344.00	15,184.00	287,528.00	37,301.44	3,160.01	216,689.91	67,678.08	76	180,146.66
01-234	General Fund,Credit Union	200,261.00	12,543.00	212,804.00	22,658.35	.00	156,869.18	55,934.82	74	179,677.94
01-241	General Fund,Enterprise Applications	2,474,667.00	.00	2,474,667.00	.00	.00	2,541,658.32	(66,991.32)	103	1,207,896.73
01-244	General Fund,Account reserved - Do not use	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-251	General Fund,City Secretary	783,114.00	39,840.00	822,954.00	160,796.65	859.11	674,280.65	147,814.24	82	588,395.23
01-252	General Fund,Elections	386,000.00	.00	386,000.00	204,195.56	2,525.00	434,137.66	(50,662.66)	113	17,838.12
01-253	General Fund,Communications	23,816.00	.00	23,816.00	2,319.32	.00	14,518.82	9,297.18	61	18,482.72
01-301	General Fund,Call Center	476,695.00	.00	476,695.00	.00	.00	273,691.40	203,003.60	57	347,113.52
01-110	General Fund,City Commission	.00	.00	.00	.00	.00	.00	.00	+++	6.96
01-1101	General Fund,City Commission District #1	9,679.00	.00	9,679.00	5,832.02	.00	24,210.66	(14,531.66)	250	26,197.45
01-1102	General Fund,City Commission District #2	17,223.00	.00	17,223.00	4,927.69	.00	19,215.21	(1,992.21)	112	8,401.24
01-1103	General Fund,City Commission District #3	17,223.00	.00	17,223.00	5,316.14	.00	21,463.70	(4,240.70)	125	9,639.59
01-1104	General Fund,City Commission District #4	17,223.00	.00	17,223.00	6,790.82	.00	22,884.89	(5,661.89)	133	11,258.77
01-110A	General Fund,City Commission At Large "A"	9,679.00	.00	9,679.00	5,752.55	.00	16,143.20	(6,464.20)	167	25,555.90
01-110B	General Fund,City Commission At Large "B"	9,399.00	.00	9,399.00	881.57	.00	8,974.11	424.89	95	12,123.75

Expense Budget by Function Report

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Detail Listing

Organization	Organization Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund **01 - General Fund**										
01-110M	General Fund,Mayor	72,824.00	.00	72,824.00	7,843.26	.00	56,773.75	16,050.25	78	36,588.31
01-120	General Fund,City Attorney	1,140,849.00	61,502.00	1,202,351.00	209,826.38	110,631.10	1,167,876.08	(76,156.18)	106	931,796.75
01-495	General Fund,Communications & Marketing	854,688.00	38,070.00	892,758.00	127,787.83	5,040.51	1,006,554.72	(118,837.23)	113	781,202.88
01-518	General Fund,Building Maintenance	2,732,108.00	.00	2,732,108.00	.00	.00	1,538,727.36	1,193,380.64	56	2,320,202.76
01-518C	General Fund,Cueto Building	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-518F	General Fund,Fernandez Building	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-518R	General Fund,Buildings Restoration	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-518S	General Fund,Stegman Building	35,000.00	.00	35,000.00	3,982.20	.00	43,015.56	(8,015.56)	123	42,096.64
01-519	General Fund,Market Square Building	10,000.00	.00	10,000.00	1,660.03	.00	15,462.36	(5,462.36)	155	14,171.68
01-491	General Fund,Public Information Services Dept	.00	.00	.00	.00	.00	142.54	(142.54)	+++	18.47
01-534I	General Fund,NACCHO Grant Phase 2	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-534G	General Fund,NACCHO Grant	.00	59,526.00	59,526.00	11,175.38	.00	32,733.08	26,792.92	55	9,599.37
01-538	General Fund,BISN	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-558	General Fund,El Tapiz Building	30,000.00	.00	30,000.00	2,886.41	.00	34,726.10	(4,726.10)	116	30,346.50
01-558K	General Fund,Kraigher House	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-558N	General Fund,Casa Nylon	1,900.00	.00	1,900.00	2,338.37	.00	21,716.62	(19,816.62)	1143	11,132.94
01-558Y	General Fund,Young House	10,000.00	.00	10,000.00	1,162.85	.00	9,045.93	954.07	90	9,006.61
01-559	General Fund,San Fernando Building	2,000.00	.00	2,000.00	236.03	.00	2,082.74	(82.74)	104	2,000.86
01-610	General Fund,Planning & Redevelopment Serv.	1,336,141.00	1,179,389.00	2,515,530.00	357,255.35	54,537.71	1,452,733.02	1,008,259.27	60	1,275,040.49
01-610A	General Fund,Downtown Maintenance	.00	.00	.00	61,656.87	39,670.00	162,668.99	(202,338.99)	+++	32,788.90
01-613	General Fund,Zoning & Subdivision	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-619	General Fund,Planning & Zoning Comm	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-625	General Fund,One Stop Service Center	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-691	General Fund,Multimodal Trans.-Mobility	295,422.00	312,065.00	607,487.00	17,219.95	1,491.60	573,593.08	32,402.32	95	611,836.24
01-701	General Fund,Indirect Cost Pool	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-820G	General Fund,MIS Remodeling	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-861	General Fund,BCIC / City Admin	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-8710	General Fund,GASB 87 General Government	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-9110	General Fund,Service & Contingency/GG	4,171,100.00	1,001,236.00	5,172,336.00	392,323.39	197,662.24	5,912,373.54	(937,699.78)	118	5,788,318.37
01-999	General Fund,Misc Dept to be Identified	.00	.00	.00	.00	.00	.00	.00	+++	.00
	Function **10 - General Government** Totals	$29,829,112.00	($1,109,057.00)	$28,720,055.00	$2,981,320.86	$670,870.98	$25,840,293.77	$2,208,890.25	92%	$23,053,546.32
Function **20 - Public Safety**										
01-862S	General Fund,Sports Park Security	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-9111	General Fund,Service & Contingency/PS	.00	1,623,255.00	1,623,255.00	8,908.62	38,959.40	993,578.88	590,716.72	64	488,896.15
01-8720	General Fund,GASB 87 Public Safety	.00	.00	.00	.00	.00	.00	.00	+++	.00

Expense Budget by Function Report

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Detail Listing

Organization	Organization Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund **01 - General Fund**										
01-621	General Fund,Traffic Signal Synchronization	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-615	General Fund,Building Inspections / Permits	1,661,387.00	90,751.00	1,752,138.00	222,964.46	231.05	1,775,506.66	(23,599.71)	101	1,322,588.59
01-616	General Fund,Code Enforcement	.00	.00	.00	.00	.00	958.73	(958.73)	+++	.00
01-557	General Fund,Operation Immigrant Influx	.00	.00	.00	190,161.17	1,125,885.00	5,360,470.72	(6,486,355.72)	+++	6,735,130.57
01-557A	General Fund,Migrant Influx Emerg. Response	.00	.00	.00	775,090.96	1,606,869.58	2,695,978.40	(4,302,847.98)	+++	.00
01-557B	General Fund,FEMA- FY2023 Shelter and Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-535	General Fund,Ordinance Enforcement	778,591.00	39,568.00	818,159.00	103,384.78	19,215.10	734,749.36	64,194.54	92	691,548.67
01-535D	General Fund,Demolition-Condemned Houses	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-536	General Fund,Fire / EMS	6,651,498.00	401,445.00	7,052,943.00	926,402.65	63,024.35	7,469,585.55	(479,666.90)	107	6,738,185.15
01-548	General Fund,Severe Winter Storm	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-534	General Fund,Vacant Lot Cleaning	.00	.00	.00	8.39	.00	47.39	(47.39)	+++	3,295.40
01-520	General Fund,Traffic Admin.	200.00	.00	200.00	81.72	.00	1,086.49	(886.49)	543	1,862.03
01-521	General Fund,Electrical Signals	920,775.00	93,734.00	1,014,509.00	217,578.16	29,658.39	1,155,736.19	(170,885.58)	117	759,913.90
01-522	General Fund,Graphic Signs / Markings	877,754.00	47,062.00	924,816.00	131,264.29	2,440.00	983,558.76	(61,182.76)	107	878,849.09
01-523	General Fund,Emergency Management	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-524	General Fund,Parking Operations	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-121	General Fund,Civil Service	86,969.00	5,087.00	92,056.00	50,926.15	1,645.50	124,031.39	(33,620.89)	137	83,330.76
01-302	General Fund,Southmost Network Center	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-303	General Fund,Emergency Management	370,640.00	16,751.00	387,391.00	26,130.64	17,113.70	235,002.88	135,274.42	65	140,708.69
01-304	General Fund,S.T.A.T.E. - Fy '00 (Bville)	.00	.00	.00	.00	.00	.00	.00	+++	91,446.71
01-305	General Fund,S. T. A. T. E. - Other Agencies	.00	507,561.00	507,561.00	7,000.00	.00	226,980.95	280,580.05	45	488,026.85
01-306	General Fund,S. T. A. T. E. - Grant City	1,040,667.00	81,358.00	1,122,025.00	57,487.54	.00	808,373.12	313,651.88	72	768,366.97
01-307	General Fund,TSA - Supporting Host Agency	.00	69,900.00	69,900.00	27,170.00	.00	57,135.00	12,765.00	82	57,000.00
01-308	General Fund,STEP Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-309	General Fund,Tobacco Grant (TXDOT)	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-309A	General Fund,F.A.S.T. - Brownsville	.00	.00	.00	.00	.00	.00	.00	+++	362.66
01-309B	General Fund,F.A.S.T. - Other Agencies	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-309C	General Fund,F.A.S.T. - B'ville (Sept)	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-310	General Fund,Police Administration	4,352,273.00	326,181.00	4,678,454.00	572,497.67	18,380.00	4,323,275.18	336,798.82	93	4,193,466.45
01-311	General Fund,Police Operations	26,770,843.00	1,905,207.00	28,676,050.00	2,101,172.18	328,100.49	26,477,215.32	1,870,734.19	93	28,123,427.31
01-311A	General Fund,BPD Animal Control	409,307.00	20,923.00	430,230.00	80,147.25	.00	506,558.48	(76,328.48)	118	413,438.19
01-311P	General Fund,BPD Parking Enforcement	.00	.00	.00	.00	.00	.00	.00	+++	99.20
01-311S	General Fund,BPD Security	456,522.00	26,213.00	482,735.00	52,774.91	.00	384,101.49	98,633.51	80	331,383.15
01-312	General Fund,Organized Crime & NDDP	.00	.00	.00	.00	.00	.00	.00	+++	16,605.31

Expense Budget by Function Report

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Organization	Organization Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund **01 - General Fund**										
01-312A	General Fund,USMS - FY07 Proj Safe Neighborhd	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-313	General Fund,Justice Assistance Grant (BJA)	.00	22,388.00	22,388.00	.00	.00	21,275.88	1,112.12	95	56,132.09
01-314	General Fund,Bridge Surveillance Programs	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-314A	General Fund,JAG - Other Agencies	.00	49,232.00	49,232.00	35,306.91	.00	35,306.91	13,925.09	72	27,829.99
01-315	General Fund,Step DWI / Speed (TXDOT)	.00	65,796.00	65,796.00	7,722.45	.00	40,638.61	25,157.39	62	22,192.33
01-315A	General Fund,STEP-Impaired Driving Mobilizati	.00	12,986.00	12,986.00	.00	.00	747.67	12,238.33	6	.00
01-316	General Fund,Municipal Jail	659,153.00	39,988.00	699,141.00	112,960.44	.00	691,495.59	7,645.41	99	495,263.40
01-317	General Fund,OP - S.T.E.P.	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-318	General Fund,B.I.S.D. Police Services	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-319	General Fund,US ICE - Cash Flow BPD	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-320	General Fund,Fire Admin.	1,988,143.00	190,746.00	2,178,889.00	239,966.82	(77.44)	2,115,968.92	62,997.52	97	2,225,934.59
01-321	General Fund,Fire Operations	15,637,218.00	920,390.00	16,557,608.00	1,525,231.25	65,360.44	15,203,113.92	1,289,133.64	92	16,450,613.63
01-321S	General Fund,Fire Safer Grant	70,804.00	.00	70,804.00	118,958.66	.00	1,660,142.77	(1,589,338.77)	2345	1,297,202.56
01-323	General Fund,Youth Services Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-323A	General Fund,Gang Disruption Init #24290-01	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-323B	General Fund,DOJ BJA FY22 LE Connect & Protec	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-324	General Fund,COPS More 96	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-324A	General Fund,DOJ DEA - OCDETF	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-324B	General Fund,DOJ, OCDETF (DEA) #SW-TXS-0972	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-324C	General Fund,DOJ, OCDETF (DEA) #SW-TXS-0973	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-324D	General Fund,DOJ, OCDETF (DEA) #SW-TXS-1052	.00	.00	.00	.00	.00	230.38	(230.38)	+++	348.05
01-324E	General Fund,DOJ, OCDETF (DEA) #SW-TXS-1053	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-324F	General Fund,DEA OCDETF #SW-TXS-1073H	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-324G	General Fund,DEA OCDETF #SW-TXS-1202H	.00	5,000.00	5,000.00	344.26	.00	1,825.28	3,174.72	37	4,158.85
01-324H	General Fund,DEA OCDETF #SW-TXS-1198H	.00	5,000.00	5,000.00	1,000.60	.00	1,000.60	3,999.40	20	4,415.26
01-324I	General Fund,DEA OCDETF #SW-TXS-1239H (CS)	.00	5,000.00	5,000.00	.00	.00	287.12	4,712.88	6	3,263.65
01-324J	General Fund,HSI HIDTA OCDETF	.00	.00	.00	.00	.00	.00	.00	+++	2,547.90
01-324K	General Fund,DEA OCDETF	.00	10,000.00	10,000.00	4,214.39	.00	6,963.29	3,036.71	70	.00
01-324L	General Fund,Emergency Operations Ctr. (EOC)	.00	1,000,000.00	1,000,000.00	.00	.00	.00	1,000,000.00	0	.00
01-325	General Fund,Leose Training Allocation	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-326	General Fund,Fire-Hurricane/Flood Emerg Resp	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-327	General Fund,98 Local Law Enforcement B.G.	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-327A	General Fund,DHS/ICE OCDETF Heroin Init#SISW0	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Fund **01 - General Fund**										
01-328	General Fund,Operation Greenback	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-328A	General Fund,Local Border Security Prog-Fy 13	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-328B	General Fund,Local Border Security Prog-Fy 14	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-328C	General Fund,LBSP FY 2015	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-328D	General Fund,LBSP FY 2016	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-328E	General Fund,Local Border Star Program FY '17	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-328F	General Fund,LBSP FY 2018	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-328G	General Fund,LBSP FY 2019	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-328H	General Fund,LBSP FY 2020	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-328I	General Fund,LBSP FY 2021	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-328J	General Fund,LBSP FY 2022	.00	.00	.00	.00	.00	.00	.00	+++	188,800.28
01-328K	General Fund,LBSP FY 2023 #2997908	.00	190,000.00	190,000.00	30,367.47	.00	192,160.56	(2,160.56)	101	.00
01-328L	General Fund,LBSP FY 2024	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-329	General Fund,New Officers Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-330	General Fund,Bridge Surveillance-Inbound	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-330A	General Fund,US Department of Justice, USMS	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-331	General Fund,Weed & Seed	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-332	General Fund,Abandoned Motor Vehicles	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-333	General Fund,Rescue & Recovery Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-334	General Fund,Underage Drinking Initiative	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-335	General Fund,Underage Drinking-Other Agencies	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-336	General Fund,99 LLEBG	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-337	General Fund,2000 LLEBG	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-338	General Fund,COPS in School	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-339	General Fund,Westside Community Network Ctr.	1,051,012.00	65,639.00	1,116,651.00	83,521.55	.00	1,065,593.35	51,057.65	95	982,257.04
01-340	General Fund,2001 LLEGB	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-341	General Fund,Click it or Ticket/STEP	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-342	General Fund,2002 LLEBG	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-343	General Fund,Underage Drinking Initiative	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-344	General Fund,Juvenile Delinquency Ditei(CJD)	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-345	General Fund,Weed & Seed - Westside	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-346	General Fund,2004 LLEBG	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-347	General Fund,Operation Stonegarden	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-347A	General Fund,Operation Stonegarden 2017	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Fund **01 - General Fund**										
01-347B	General Fund,Operation Stonegarden 2019	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-347C	General Fund,Operation Stonegarden 2020	.00	.00	.00	.00	.00	.00	.00	+++	10,570.42
01-347D	General Fund,OPSG 2021	.00	143,210.00	143,210.00	(19,659.75)	.00	136,434.21	6,775.79	95	56,810.47
01-347E	General Fund,Cameron-2022 OPSG #4131804	.00	450,183.00	450,183.00	64,030.83	.00	202,539.77	247,643.23	45	.00
01-348	General Fund,2004 State Homeland SEC LETPP	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-349	General Fund,2004 State Homeland SEC SHSP	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-350	General Fund,Weed & Seed (HUD) Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-351	General Fund,2005 State Homeland SEC - SHSP	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-352	General Fund,Comm Youth Devlp 78521 (BPD)	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-353	General Fund,2005 State Homeland SEC-LETPP	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-354	General Fund,UTB/BPD Youth Empowerement Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-355	General Fund,2006 State Homeland Sec-SHSP	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-356	General Fund,2006 State Homeland Sec-LETPP	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-357	General Fund,BPD-Border Star (DPS)	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-358	General Fund,CJD - Gang Initiative	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-358A	General Fund,CJD-Gang Prevention & Coord Init	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-358B	General Fund,CJD-Gang Prev & Cord Init, Other	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-359	General Fund,Recovery Act 2009 EBM JAG	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-359A	General Fund,Rec Act 2009 EBM JAG, Other Agen	.00	.00	.00	.00	.00	.00	.00	+++	.00
	Function **20 - Public Safety** Totals	$63,783,756.00	$8,430,554.00	$72,214,310.00	$7,755,117.42	$3,316,805.56	$75,689,655.77	($6,792,151.33)	109%	$74,156,272.31
Function **30 - Public Works**										
01-405	General Fund,Used Oil Collection Grant-1997	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-406	General Fund,Used Oil Recycling II	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-407	General Fund,Oil Filter Crushing Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-408	General Fund,Used Oil Recycling Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-409	General Fund,Recycling Center	.00	.00	.00	.00	.00	.05	(.05)	+++	.00
01-410	General Fund,Public Works Administration	.00	.00	.00	51.18	.00	51.18	(51.18)	+++	.00
01-411	General Fund,Garage	77,603.00	.00	77,603.00	.00	.00	67,707.82	9,895.18	87	86,991.98
01-322	General Fund,November Storm	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-417	General Fund,Street Maintenance	.00	.00	.00	.00	.00	22,647.31	(22,647.31)	+++	21,344.39
01-418	General Fund,Streets & Drainage	33,720.00	2,112.00	35,832.00	.00	.00	21,252.93	14,579.07	59	14,140.73
01-419	General Fund,Street Patching PUB	798,503.00	37,959.00	836,462.00	163,171.74	6,148.00	1,061,475.65	(231,161.65)	128	818,429.96
01-420	General Fund,Waste Minimization	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-422	General Fund,Beautification	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Fund **01 - General Fund**										
01-423	General Fund,LRGVDC-Proj. 97-21-G05	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-424	General Fund,Greens Division	1,025,241.00	37,212.00	1,062,453.00	238,629.71	1,364.98	1,091,039.79	(29,951.77)	103	807,960.55
01-425	General Fund,Hot Shot Crew	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-426	General Fund,Yard Waste Reduction Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-427	General Fund,TNRCC-Compost Diversion Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-428	General Fund,TNRCC-Recycling Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-429	General Fund,Zoo Composting Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-430	General Fund,TNRCC #01-21-G04	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-431	General Fund,TNRCC #01-21-G05	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-432	General Fund,PUB Mowing	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-433	General Fund,Beautification Mowing	443,238.00	26,195.00	469,433.00	47,070.85	.00	337,767.87	131,665.13	72	300,026.36
01-454	General Fund,2006 Urban Forestry Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-526	General Fund,Non-Point Pollution Project	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-516G	General Fund,Brownsville Trees III	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-413	General Fund,Street Construction Project	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-539	General Fund,Tropical Storm Bret	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-554	General Fund,Hurricane Emily	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-555	General Fund,Hurricane Ike	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-542	General Fund,TNRCC-Compost Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-547	General Fund,Hurricane Hanna	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-550	General Fund,Hurricane Dolly	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-551A	General Fund,Tropical Storm Alex	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-551B	General Fund,Tropical Storm Hermine	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-551D	General Fund,Heavy Rain October 2021	.00	.00	.00	.00	.00	.00	.00	+++	14,302.59
01-552	General Fund,Tropical Storm Erika	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-617	General Fund,Transportation Planning Dept.	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-620	General Fund,Engineering & Public Works	1,758,973.00	186,731.00	1,945,704.00	266,589.73	40,650.47	1,918,756.78	(13,703.25)	101	1,858,032.96
01-614	General Fund,Section 112 Highway Planning	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-622	General Fund,Non-Pt Pollution 95	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-624	General Fund,Beryl 2000	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-640	General Fund,Sidewalk Construction Project	795,612.00	29,776.00	825,388.00	156,778.43	1,395.27	849,479.18	(25,486.45)	103	723,797.33
01-650G	General Fund,Hurricane "Gilbert" 1988	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-704	General Fund,Motor Pool	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-8730	General Fund,GASB 87 Public Works	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-9112	General Fund,Service & Contingency/PW	2,164,000.00	180,442.00	2,344,442.00	349,553.44	12,950.00	2,885,873.71	(554,381.71)	124	2,704,978.27

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Fund **01 - General Fund**										
01-711	General Fund,Adopt-A-Resaca Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-850G	General Fund,Hurricane Dean	.00	.00	.00	.00	.00	.00	.00	+++	.00
	Function **30 - Public Works** Totals	$7,096,890.00	$500,427.00	$7,597,317.00	$1,221,845.08	$62,508.72	$8,256,052.27	($721,243.99)	109%	$7,350,005.12
Function **40 - Sanitation**										
01-9113	General Fund,Service & Contingency/SA	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-414L	General Fund,Plastic Bag Fee Expenses	.00	.00	.00	.00	.00	.00	.00	+++	211,806.63
01-415	General Fund,Landfill	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-416	General Fund,Area Maintenance Operations	153,125.00	16,405.00	169,530.00	45,104.63	6,590.67	175,390.62	(12,451.29)	107	206,155.29
01-412	General Fund,Sanitation Residential	.00	.00	.00	.00	.00	.00	.00	+++	.00
	Function **40 - Sanitation** Totals	$153,125.00	$16,405.00	$169,530.00	$45,104.63	$6,590.67	$175,390.62	($12,451.29)	107%	$417,961.92
Function **50 - Public Health**										
01-495A	General Fund,Texas A&M UHSC - Vacunate Grant	.00	.00	.00	.00	8,119.00	.00	(8,119.00)	+++	106,991.05
01-534A	General Fund,Trasforming Texas Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-534B	General Fund,UTHSC Projects	.00	60,000.00	60,000.00	8,242.49	.00	54,747.35	5,252.65	91	28,246.05
01-534C	General Fund,Healthy Babies Grant (HTBCC)	.00	81,030.00	81,030.00	9,344.96	.00	59,140.18	21,889.82	73	65,054.88
01-534D	General Fund,Interlocal Coop Contract Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-534E	General Fund,DSHS PH Workforce Expansion	.00	644,645.00	644,645.00	23,211.70	.00	332,952.06	311,692.94	52	335,388.26
01-534F	General Fund,UT HRSA Grant	.00	13,210.00	13,210.00	.00	.00	11,707.49	1,502.51	89	104,030.87
01-534J	General Fund,GET PHIT	.00	10,000.00	10,000.00	.00	.00	9,817.20	182.80	98	.00
01-534K	General Fund,Public Health Infrastructure Gnt	.00	1,268,074.00	1,268,074.00	.00	.00	.00	1,268,074.00	0	.00
01-534W	General Fund,Wellness Program	99,426.00	34,651.00	134,077.00	16,439.07	3,992.50	159,248.39	(29,163.89)	122	96,635.54
01-528G	General Fund,Animal Shelter Clinic	108,319.00	4,999.00	113,318.00	28,058.14	21.75	145,937.99	(32,641.74)	129	125,633.58
01-528H	General Fund,Best Friend Animal Society Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-529	General Fund,Ecological Management	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-530	General Fund,Public Health Administration	567,554.00	110,980.00	678,534.00	90,278.31	10,573.93	646,025.53	21,934.54	97	578,099.56
01-531	General Fund,Animal Control	870,846.00	42,046.00	912,892.00	131,878.08	14,956.33	902,958.56	(5,022.89)	101	673,630.04
01-531A	General Fund,Animal Control Officers	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-532	General Fund,Pest Control	337,410.00	251.00	337,661.00	48,050.77	9,190.77	298,398.06	30,072.17	91	194,949.85
01-533	General Fund,Health Inspections	375,138.00	20,147.00	395,285.00	61,613.61	.00	358,633.38	36,651.62	91	282,351.29
01-549S	General Fund,COVID-19 Emergency Suppl. Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-543	General Fund,TDH-2000 Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-556	General Fund,ZIKA Virus	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-570	General Fund,Dept ST Health Serv Grant 06	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-540G	General Fund,TDH-1997 Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Fund **01 - General Fund**										
01-534H	General Fund,17 Hurricane PH Crisis Resp Grnt	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-537	General Fund,TDH-97 Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-549	General Fund,COVID-19	.00	.00	.00	.00	7,673.36	.00	(7,673.36)	+++	.00
01-549C	General Fund,COVID-19 (City Funded)	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-549F	General Fund,COVID-19 FEMA	.00	.00	.00	(718.06)	.00	.00	.00	+++	658,455.32
01-549G	General Fund,COVID Emer Supp Fund Prog (CESF)	.00	.00	.00	.00	.00	.00	.00	+++	4,836.96
01-549H	General Fund,COVID-19 FEMA 90/10%	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-549J	General Fund,GET PHIT	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-9114	General Fund,Service & Contingency/PH	55,000.00	45,000.00	100,000.00	7,603.76	.00	111,157.40	(11,157.40)	111	72,632.35
01-720	General Fund,Cameron Works Grant 03-04	.00	.00	.00	.00	.00	.00	.00	+++	.00
	Function **50 - Public Health** Totals	$2,413,693.00	$2,335,033.00	$4,748,726.00	$424,002.83	$54,527.64	$3,090,723.59	$1,603,474.77	66%	$3,326,935.60
Function **60 - Public Assistance**										
01-9116	General Fund,Service & Contingency/PA	.00	.00	.00	.00	.00	.00	.00	+++	.00
	Function **60 - Public Assistance** Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	+++	$0.00
Function **70 - Culture & Recreation**										
01-863	General Fund,Games of Texas	.00	449,305.00	449,305.00	74,692.04	16,424.41	426,871.93	6,008.66	99	50,695.14
01-758	General Fund,Lincoln Park Relocation	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-703	General Fund,Internet Assistance Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-862	General Fund,Sports Park	.00	.00	.00	(587.41)	.00	.00	.00	+++	.00
01-862C	General Fund,Sports Park Concesssion	.00	.00	.00	(3,879.58)	.00	.00	.00	+++	.00
01-822	General Fund,Youth Recreation	279,959.00	6,442.00	286,401.00	38,264.89	170.00	252,560.20	33,670.80	88	180,581.47
01-9115	General Fund,Service & Contingency/CR	1,264,300.00	168,668.00	1,432,968.00	177,328.67	8,834.00	1,756,465.30	(332,331.30)	123	1,762,738.58
01-8770	General Fund,GASB 87 Culture and Recreation	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-705	General Fund,Gates Library Found. Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-706	General Fund,Library - SIRSI	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-707	General Fund,Library - Hidalgo Co. Library	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-708	General Fund,Telecomm Infrastructure Fd Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-709	General Fund,VIA Network Service 00/01	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-710	General Fund,Capitol Theater Renovations	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-549K	General Fund,TSLAC Spec. Proj. Grant Program	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-553C	General Fund,Cyclobia Event	.00	.00	.00	.00	.00	.00	.00	+++	3,508.98
01-517G	General Fund,Aquatics Division	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-492	General Fund,BISD/Southmost Library Grant	.00	.00	.00	.00	.00	.00	.00	+++	.00
01-493	General Fund,Library Cafe / Copies	.00	.00	42 .00	.00	.00	.00	.00	+++	.00

Expense Budget by Function Report

Through 09/30/23
Prior Fiscal Year Activity Included
Detail Listing

Organization	Organization Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund **01 - General Fund**										
01-510	General Fund,Parks & Recreation Adminstration	512,194.00	29,880.00	542,074.00	81,281.23	.00	558,926.80	(16,852.80)	103	473,217.53
01-511	General Fund,Recreation	672,503.00	30,858.00	703,361.00	69,414.88	4,121.77	601,969.85	97,269.38	86	494,621.43
01-5111	General Fund,Brownsville Comm Resource Ctr	6,000.00	.00	6,000.00	766.80	.00	7,153.93	(1,153.93)	119	7,271.55
01-511A	General Fund,Borrow My Gear Community Camping	.00	69,592.00	69,592.00	8,202.27	.00	8,906.16	60,685.84	13	.00
01-512	General Fund,Parks	2,890,524.00	99,843.00	2,990,367.00	406,671.59	39,147.95	2,968,360.72	(17,141.67)	101	2,813,092.94
01-513	General Fund,Swimming Pools	536,104.00	25,741.00	561,845.00	71,317.57	8,477.37	584,359.93	(30,992.30)	106	448,411.52
01-514	General Fund,City Cemetery	77,985.00	3,193.00	81,178.00	10,796.78	.00	62,074.63	19,103.37	76	49,357.78
01-515	General Fund,Civic Pavillion	.00	.00	.00	(8,659.13)	9,299.00	.00	(9,299.00)	+++	9,847.49
01-490	General Fund,Library	3,977,450.00	138,534.00	4,115,984.00	553,754.38	93,853.49	3,893,157.40	128,973.11	97	3,507,589.25
	Function **70 - Culture & Recreation** Totals	$10,217,019.00	$1,022,056.00	$11,239,075.00	$1,479,364.98	$180,327.99	$11,120,806.85	($62,059.84)	101%	$9,800,933.66
Function **80 - Economic Development**										
01-9117	General Fund,Service & Contingency/ED	500,000.00	83,000.00	583,000.00	329,896.56	.00	337,064.75	245,935.25	58	24,616.44
	Function **80 - Economic Development** Totals	$500,000.00	$83,000.00	$583,000.00	$329,896.56	$0.00	$337,064.75	$245,935.25	58%	$24,616.44
Function **90 - Operating Transfers to Other Funds**										
01-992	General Fund,Transfers Out	11,871,683.00	6,050,143.00	17,921,826.00	7,153,416.87	.00	17,933,772.37	(11,946.37)	100	22,116,565.63
	Function **90 - Operating Transfers to Other Funds** Totals	$11,871,683.00	$6,050,143.00	$17,921,826.00	$7,153,416.87	$0.00	$17,933,772.37	($11,946.37)	100%	$22,116,565.63
Function **85 - Capital Contributions to Other Funds**										
01-982	General Fund,Capital Contributions	.00	.00	.00	.00	.00	.00	.00	+++	.00
	Function **85 - Capital Contributions to Other Funds** Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	+++	$0.00
	EXPENSE TOTALS	$125,865,278.00	$17,328,561.00	$143,193,839.00	$21,390,069.23	$4,291,631.56	$142,443,759.99	($3,541,552.55)	102%	$140,246,837.00
	Fund **01 - General Fund** Totals	$125,865,278.00	$17,328,561.00	$143,193,839.00	$21,390,069.23	$4,291,631.56	$142,443,759.99	($3,541,552.55)		$140,246,837.00
	Grand Totals	$125,865,278.00	$17,328,561.00	$143,193,839.00	$21,390,069.23	$4,291,631.56	$142,443,759.99	($3,541,552.55)		$140,246,837.00

CITY OF BROWNSVILLE

Combining Balance Sheet
Governmental Funds
Through September 30, 2023

	General Fund	Special Revenue Funds								
	01 General Fund	11 Convention and Tourism Fund	16 CDBG Housing Notes	17 Community Development Fund	171 Planning Non-CDBG Grants	172 TIRZ Fund	26 ARP Fund	28 B. P. D. Federal Forfeiture Fund	29 B.P.D. Forfeiture Fund	40 Street & Drainage Maint. Fund
ASSETS										
Cash and cash equivalents	21,289,106	75,450.05	46,370	685,498	4,866	80,502.73	539,617.04	21,352.87	167,674	998,560
Investments	22,078,247	888,389.00	-	-	-	104,372	43,191,988	285,719	142,960	4,872,119
Receivables	22,060,989	212,715.45	-	996,200	-	13,010	-	911	-	305,947
Due from other Funds	2,376,032	-	-	-	-	-	-	118,126	-	-
Inventories	111,708	-	-	-	-	-	-	-	-	-
Prepaid Expenses	73,235	-	-	-	-	-	-	-	-	-
Total Assets	67,989,316	1,176,554.50	46,370	1,681,698	4,866	197,884.48	43,731,605.41	426,109	310,635	6,176,626
LIABILITIES AND FUND BALANCES										
Liabilities:										
Accounts payable	9,578,580	28,775.48	41,992	641,122	-	-	190,833	1,714	248,554	44,616
Deferred revenue	9,850,858	-	-	314,978	-	-	45,065,018	-	-	-
Due to other funds	-	3,739	904	1,529,981	-	250,000	-	-	-	285,956
Total Liabilities	19,429,438	32,514.57	42,896	2,486,081	-	250,000	45,255,851	1,714	248,554	330,572
Fund Balances:										
Nonspendable	184,943	-	-	-	-	-	-	-	-	-
Restricted	4,611,288	1,081,364.45	3,474	-	4,866	-	-	339,062	62,081	5,241,146
Committed	4,813,129	62,675	-	196,227	-	-	15,971,552	85,333	-	604,908
Assigned	1,855,074		-	-	-	-	-	-	-	-
Unassigned	37,095,444		-	(1,000,609)	-	(52,116)	(17,495,798)	-	-	-
Total Fund Balances	48,559,878	1,144,039.93	3,474	(804,382)	4,866	(52,116)	(1,524,245)	424,395	62,081	5,846,054
Total Liabilities and Fund Balances	67,989,316	1,176,554.50	46,370	1,681,698	4,866	197,884.48	43,731,605	426,109	310,635	6,176,626

CITY OF BROWNSVILLE

Combining Balance Sheet
Governmental Funds
Through September 30, 2023

	Debt Service Funds		Capital Funds							
	20 General Non-Bonded Debt Svc. Fd.	21 General Bonded Debt Service Fd	33 Streetscape Project Fund	42 Street Improvement Fund	45 Capital Projects Fund	451 Capital Outlay Fund	455 Infrastructure Maintenance	82 2008 C.O. Fund	87 2012 C.O. Fund	89 2015. C.O. Fund
ASSETS										
Cash and cash equivalents	900	470,957	6,261	24,474	827,182	207,033	187,926	56,515.75	70,416	28,589
Investments	10,833	3,614,391	1,895	32,399	7,292	1,347,815	8,678,112	169,711	465,755	238,669
Receivables	-	1,919,834	68,382	-	262,324	-		444,408	-	-
Due from other Funds	-	397,064	-	-	-	-	-	-	-	-
Inventories	-	-	-	-	-	-		-	-	-
Prepaid Expenses	-	-	-	-	-	-		-	-	-
Total Assets	11,733	6,402,247	76,537	56,874	1,096,798	1,554,847	8,866,038	670,635	536,171	267,259
LIABILITIES AND FUND BALANCES										
Liabilities:										
Accounts payable	-	-	-	-	630,035	-	177,602	-	9,509	-
Deferred revenue	-	1,827,742	68,382	-	500,000	-		-	-	-
Due to other funds	-	-	-	-	31,523	-	-	-	-	-
Total Liabilities	-	1,827,742	68,382	-	1,161,558	-	177,602	-	9,509	-
Fund Balances:										
Nonspendable	-	-	-	-	-	-	-	-	-	-
Restricted	11,733	4,574,505	8,156	56,874	-	1,095,184	6,466,937	670,635	524,462	267,259
Committed	-	-	-	-	2,269,705	459,663	2,221,499	-	2,200	-
Assigned	-	-	-	-	-	-		-	-	-
Unassigned	-	-	-	-	(2,334,465)		-	-	-	-
Total Fund Balances	11,733	4,574,505	8,156	56,874	(64,760)	1,554,847	8,688,436	670,635	526,662	267,259
Total Liabilities and Fund Balances	11,733	6,402,247	76,537	56,874	1,096,798	1,554,847	8,866,038	670,635	536,171	267,259

CITY OF BROWNSVILLE

Combining Balance Sheet
Governmental Funds
Through September 30, 2023

	Capital Funds - Continued								
	801 2016 C.O. Fund	803 2017 C.O. Fund	804 2019 C.O. Fund	805 2020 C.O. Fund	806 2020A C.O. Fund	807 2021 C.O. Fund	808 2022 C.O. Fund	809 2023 C.O. Fund	Total
ASSETS									
Cash and cash equivalents	9,901.93	48,263	48,151	7,179,301	962,741	13,638,553	592,057.10	-	48,268,219
Investments	385,621	2,678,966	1,075,270	-	1,879,804	-	18,481,398	28,265,276	138,897,001
Receivables	-	145,295	-	-	-	-	-	-	26,430,016
Due from other Funds	-	-	-	-	-	-	-	-	2,891,222
Inventories	-	-	-	-	-	-	-	-	111,708
Prepaid Expenses	-	-	-	-	-	-	-	-	73,235
Total Assets	395,523	2,872,524	1,123,421	7,179,300.96	2,842,544.72	13,638,553	19,073,455	28,265,276	216,671,400
LIABILITIES AND FUND BALANCES									
Liabilities:									
Accounts payable	203,424	45,357	183,943	9,673	299,783	105,828	839,564	2,428,931	15,709,837
Deferred revenue	-	-	-	25,000	-	5,972,050	-	-	63,624,027
Due to other funds	-	-	-	60,000	-	850,000	-	-	3,012,103
Total Liabilities	203,424	45,357	183,943	94,673	299,783	6,927,878	839,564	2,428,931	82,345,967
Fund Balances:									
Nonspendable	-	-	-	-	-	-	-	-	184,943
Restricted	-	1,171,535	-	3,966,304	807,973	6,071,654	12,496,455	23,857,482	73,390,428
Committed	214,024	1,655,631	2,359,769	3,118,324	1,734,789	639,021	5,737,436	1,978,863	44,124,748
Assigned	-	-	-	-	-	-	-	-	1,855,074
Unassigned	(21,925)	-	(1,420,290)	-	-	-	-	-	14,770,241
Total Fund Balances	192,099	2,827,167	939,478	7,084,628	2,542,761	6,710,676	18,233,891	25,836,345	134,325,434
Total Liabilities and Fund Balances	395,523	2,872,524	1,123,421	7,179,300.96	2,842,545	13,638,553	19,073,455	28,265,276	216,671,400

CITY OF BROWNSVILLE

Combining Statement of Revenues, Expenditures, and Changes in Fund Balance
Governmental Funds
Through September 30, 2023

	General Fund	Special Revenue Funds									Debt Service Funds	
	01 General Fund	11 Convention and Tourism Fund	16 CDBG Housing Notes	17 Community Development Fund	171 Planning Non-CDBG Grants	172 TIRZ	26 ARPA Fund	28 B. P. D. Federal Forfeiture Fund	29 B.P.D. Forfeiture Fund	40 Street & Drainage Maint. Fund	20 General Non-Bonded Debt Svc. Fd.	21 General Bonded Debt Service Fd
REVENUES												
Property taxes	$ 34,765,441	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,456,207
Nonproperty taxes	44,351,206	2,079,195	-	-	-	-	-	-	-	-	-	-
Fees and services	11,194,243	-	-	-	-	-	-	-	-	3,857,761	-	-
Intergovernmental	8,034,211	-	-	-	-	-	6,823,967	-	-	-	-	2,060,224
Fines and forfeitures	1,853,476	-	-	-	-	-	-	194,710	1,038	-	-	-
Licenses and permits	2,593,845	-	-	-	-	-	-	-	-	-	-	-
Interest income	2,446,742	53,049	1,096	5,136	120	6,413	2,182,654	16,213	10,513	165,651	500	128,248
Miscellaneous	3,579,030	106	19,997	5,296,156	-	-	-	1	35,913	(0)	-	-
	108,818,193	2,132,351	21,093	5,301,293	120	6,413	9,006,621	210,924	47,464	4,023,411	500	23,644,679
Utility services from BPUB	5,837,521	-	-	-	-	-	-	-	-	-	-	-
Cash transfer from BPUB	11,625,156	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	126,280,870	2,132,351	21,093	5,301,293	120	6,413	9,006,621	210,924	47,464	4,023,411	500	23,644,679
EXPENDITURES												
Current												
General government	25,840,294	10,096	-	515,046	-	307,840	-	-	-	-	-	10,590
Public safety	75,689,656	-	-	800,822	-	-	-	186,018	42,415	-	-	-
Public works	8,256,052	-	-	1,595,266	-	-	4,351,588	-	-	4,164,202	-	-
Sanitation	175,391	-	-	-	-	-	-	-	-	-	-	-
Public health	3,090,724	-	-	1,288,869	-	-	220,842	-	-	-	-	-
Quality of Life	-	-	-	-	-	-	-	-	-	-	-	-
Housing assistance programs	-	-	-	1,120,553	-	-	-	-	-	-	-	-
Public assistance	-	-	-	462,976	-	-	-	-	-	-	-	-
Public Transit	-	-	-	-	-	-	-	-	-	-	-	-
Aviation	-								-	-	-	-
Culture and recreation	11,120,807	-	-	204,590	-	-	-	-	-	-	-	-
Convention and tourism	-	1,959,919	-	-	-	-	-	-	-	-	-	-
Economic development	337,065	-	-	-	-	-	6,249,741	-	-	-	-	-
Debt Service:												
Principal	-	-	-	-	-	-	-	-	-	-	-	21,626,284
Interest and fiscal charges	-	-	-	-	-	-	-	-	-	-	-	-
Bond issuance costs	-	-	-	-	-	-	-	-	-	-	-	-
Capital Outlay:												
Total Expenditures	124,509,988	1,970,015	-	5,988,123	-	307,840	10,822,172	186,018	42,415	4,164,202	-	21,636,874
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,770,882.40	162,336	21,093	$ (686,830)	120	(301,427)	(1,815,551)	24,906	5,048	(140,790)	500	2,007,805
OTHER FINANCING SOURCES (USES)												
Transfers in	10,850,000	-	-	19,997	-	236,633	-	-	-	2,502,465	-	-
Transfers out	(17,933,772)	-	(19,997)	(187,542)	-	-	-	-	-	-	-	-
Proceeds from debt	-	-	-	-	-	-	-	-	-	-	-	-
Refunding bonds issued	-	-	-	-	-	-	-	-	-	-	-	-
Premium on debt	-	-	-	-	-	-	-	-	-	-	-	-
Payment to refunding bond agent	-	-	-	-	-	-	-	-	-	-	-	-
Sale of capital assets	-	-	-	-	-	-	-	-	-	-	-	
Net Other Financing Sources (Uses)	(7,083,772)	-	(19,997)	(167,545)	-	236,633	-	-	-	2,502,465	-	-
Net change in fund balances	(5,312,890)	162,336	1,096	(854,375)	120	(64,794)	(1,815,551)	24,906	5,048	2,361,675	500	2,007,805
Fund balances, beginning	53,402,790	981,704	2,379	49,993	4,746	12,679	291,305	399,488	57,032	3,484,378	11,233	2,566,700
Prior period adjustment	469,977	-										
Fund balances, ending	48,559,878	1,144,040	$ 3,474	$ (804,382)	$ 4,866	$ (52,116)	$ (1,524,245)	$ 424,394	$ 62,081	$ 5,846,054	$ 11,733	$ 4,574,505

CITY OF BROWNSVILLE

Combining Statement of Revenues, Expenditures, and Changes in Fund Balance
Governmental Funds
Through September 30, 2023

	Capital Funds										
	33 Streetscape Project Fund	42 Street Improvement Fund	45 Capital Projects Fund	451 Capital Outlay	455 Infrastructure Maintenance	79 2007 C.O. Fund	81 2007 G.O. Bond Fund	82 2008 C.O. Fund	83 2008 G.O. Fund	86 2011 C.O. Fund	87 2012 C.O. Fund
REVENUES											
Property taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Nonproperty taxes	-	-	-	-	-	-	-	-	-	-	-
Fees and services	-	-	-	-	-	-	-	-	-	-	-
Intergovernmental	-	-	241,349	-	-	-	-	-	-	-	-
Fines and forfeitures	-	-	-	-	-	-	-	-	-	-	-
Licenses and permits	-	-	-	-	-	-	-	-	-	-	-
Interest income	226	1,990	31,641	51,572	279,559	-	-	10,704	-	-	21,135
Miscellaneous	-	-	-	-	-	-	-	41,201	-	-	-
	226	1,990	272,991	51,572	279,559	-	-	51,906	-	-	21,135
Utility services from BPUB	-	-	-	-	-	-	-	-	-	-	
Cash transfer from BPUB	-	-	-	-	-	-	-	-	-	-	
Total Revenues	226	1,990	272,991	51,572	279,559	-	-	51,906	-	-	21,135
EXPENDITURES											
Current											
General government	-	-	4,664,102	-	1,212,261	-	-	-	-	-	76,188
Public safety	-	-	340,113	103,344	1,084,201	-	-	-	-	-	-
Public works	-	-	-	95,842	1,465,522	-	-	-	-	-	45,940
Sanitation	-	-	-	-	962,821	-	-	-	-	-	-
Public health	-	-	-	-	-	-	-	-	-	-	-
Quality of Life	-	-	-	-	-	-	-	-	-	-	-
Housing assistance programs	-	-	-	-	-	-	-	-	-	-	-
Public assistance	-	-	-	-	-	-	-	-	-	-	-
Public Transit	-	-	-	-	330,470	-	-	-	-	-	-
Aviation	-	-	-	111,038	38,259	-	-	-	-	-	-
Culture and recreation	-	-	47,359	129,394	-	-	-	-	-	-	-
Convention and tourism	-	-	-	-	-	-	-	-	-	-	-
Economic development	-	-	-	-	-	-	-	-	-	-	-
Debt Service:					-						
Principal	-	-	-	-	-	-	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-	-	-	-	-	-	-
Bond issuance costs	-	-	-	-	-	-	-	-	-	-	-
Capital Outlay:					-						
Total Expenditures	-	-	5,051,574	439,618	5,093,534	-	-	-	-	-	122,128
Excess (Deficiency) of Revenues Over (Under) Expenditures	226	1,990	(4,778,584)	(388,045)	(4,813,976)	-	-	51,906	-	-	(100,992)
OTHER FINANCING SOURCES (USES)											
Transfers in	-	-	2,944,455	400,000	4,000,000	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	-	-	-	-	-
Proceeds from debt	-	-	-	-	-	-	-	-	-	-	-
Refunding bonds issued	-	-	-	-	-	-	-	-	-	-	-
Premium on debt	-	-	-	-	-	-	-	-	-	-	-
Payment to refunding bond agent	-	-	-	-	-	-	-	-	-	-	-
Sale of capital assets	-	-	-	-		-	-	-	-	-	-
Net Other Financing Sources (Uses)	-	-	2,944,455	400,000	4,000,000	-	-	-	-	-	-
Net change in fund balances	226	1,990	(1,834,129)	11,955	(813,976)	-	-	51,906	-	-	(100,992)
Fund balances, beginning	7,930	54,883	1,769,368	1,542,892	9,502,412	-	-	618,729	-	-	627,654
Prior period adjustment			-								
Fund balances, ending	$ 8,156	$ 56,874	$ (64,760)	$ 1,554,847	$ 8,688,436	$ -	$ -	$ 670,635	$ -	$ -	$ 526,662

CITY OF BROWNSVILLE

Combining Statement of Revenues, Expenditures, and Changes in Fund Balance
Governmental Funds
Through September 30, 2023

Capital Funds - Continued

	88 2013 C.O. Fund	89 2015 C.O. Fund	801 2016 C.O. Fund	802 2017 PPFCO Fund	803 2017 C.O. Fund	804 2019 C.O. Fund	805 2020 C.O. Fund	806 2020A C.O. Fund	807 2021 C.O. Fund	808 2022 C.O. Fund	809 2023 C.O. Fund	Total
REVENUES												
Property taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 56,221,648
Nonproperty taxes	-	-	-	-	-	-	-	-	-	-	-	46,430,401
Fees and services	-	-	-	-	-	-	-	-	-	-	-	15,052,004
Intergovernmental	-	-	-	-	284,999	-	-	-	777,950	-	-	18,222,700
Fines and forfeitures	-	-	-	-	-	-	-	-	-	-	-	2,049,224
Licenses and permits	-	-	-	-	-	-	-	-	-	-	-	2,593,845
Interest income	-	10,107	38,612	-	131,555	98,270	273,746	223,452	591,851	891,172	92,556	7,764,484
Miscellaneous	-	-	-	-	191,371	-	-	-	-	-	-	9,163,776
	-	10,107	38,612	-	607,925	98,270	273,746	223,452	1,369,801	891,172	92,556	157,498,081
Utility services from BPUB			-	-	-	-	-	-	-	-	-	5,837,521
Cash transfer from BPUB			-	-	-	-	-	-	-	-	-	11,625,156
Total Revenues	-	10,107	38,612	-	607,925	98,270	273,746	223,452	1,369,801	891,172	92,556	174,960,758
EXPENDITURES												
Current												
General government	-	-	467,403	-	84,883	-	-	138,997	-	1,305,840	401,318	35,034,859
Public safety	-	-	-	-	-	-	-	-	-	80,868	210,582	78,538,018
Public works	-	-	-	-	429,950	1,867,178	48,490	2,386,950	1,151,669	2,336,832	4,219,118	32,414,599
Sanitation	-	-	-	-	-	-	-	954,520	-	-	-	2,092,732
Public health	-	-	-	-	-	-	-	-	-	-	-	4,600,435
Quality of Life	-	-	-	-	-	-	-	-	-	-	-	-
Housing assistance programs	-	-	-	-	-	-	-	-	-	-	-	1,120,553
Public assistance	-	-	-	-	-	-	-	-	-	-	-	462,976
Public Transit	-	-	-	-	-	-	-	-	-	-	-	330,470
Aviation	-	-	-	-	-	-	-	-	-	-	-	149,297
Culture and recreation	-	11,968	682,750	-	64,016	-	-	-	-	-	-	12,260,883
Convention and tourism	-	-	-	-	-	-	-	-	-	-	-	1,959,919
Economic development	-	-	-	-	-	-	-	-	-	-	-	6,586,806
Debt Service:												
Principal	-	-	-	-	-	-	-	-	-	-	-	21,626,284
Interest and fiscal charges	-	-	-	-	-	-	-	-	-	-	-	-
Bond issuance costs	-	-	-	-	-	-	-	-	-	-	-	-
Capital Outlay:												-
Total Expenditures	-	11,968	1,150,153	-	578,849	1,867,178	48,490	3,480,467	1,151,669	3,723,540	4,831,018	197,177,832
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	(1,861)	(1,111,540)	-	29,075	(1,768,908)	225,256	(3,257,015)	218,132	(2,832,369)	(4,738,462)	(22,217,074)
OTHER FINANCING SOURCES (USES)												
Transfers in	-	-	-	-	-	-	-	-	-	-	-	20,953,551
Transfers out	-	-	-	-	-	-	-	-	-	-	-	(18,141,312)
Proceeds from debt	-	-	-	-	-	-	-	-	-	-	29,460,000	29,460,000
Refunding bonds issued	-	-	-	-	-	-	-	-	-	-	-	-
Premium on debt	-	-	-	-	-	-	-	-	-	-	1,114,807	1,114,807
Payment to refunding bond agent	-	-	-	-	-	-	-	-	-	-	-	-
Sale of capital assets	-	-	-	-	-	-	-	-	-	-	-	-
Net Other Financing Sources (Uses)	-	-	-	-	-	-	-	-	-	-	30,574,807	33,387,046
Net change in fund balances	-	(1,861)	(1,111,540)	-	29,075	(1,768,908)	225,256	(3,257,015)	218,132	(2,832,369)	25,836,345	11,169,973
Fund balances, beginning	-	269,120	1,303,639	-	2,798,091	2,708,387	6,859,373	5,799,776	6,492,543	21,066,259	-	122,685,485
Prior period adjustment												469,977
Fund balances, ending	$ -	$ 267,259	$ 192,099	$ -	$ 2,827,166.59	$ 939,478	$ 7,084,628	$ 2,542,761	$ 6,710,676	$ 18,233,891	$ 25,836,345	$ 134,325,436

CITY OF BROWNSVILLE

Statement of Net Position
Enterprise Funds
Through September 30, 2023

	49 Airport Construction Fund	501 2018 Tax Notes	51 Airport Construction III	53 Airport Construction II Fund	59 2008 Airport C.O. (GBIC)	61 Airport/Business Industrial Prk
ASSETS						
Current Assets:						
Cash and cash equivalents	$ 1,059,695	$ 486,226	6	$ 53,473	$ -	$ 392,926
Investments	2,099,530	7,118,038	-	-	-	62,815
Receivables	65,043	-	-	-	-	8,438,822
Due from other Funds	-	-	-	-	-	-
Prepaid Expenses	-	-	-	-	-	2,000
Inventories	-	-	-	-	-	-
Total Current Assets	3,224,267	7,604,264	6	53,473	-	8,896,562
Capital Assets, Net	-	-	-	-	-	99,836,893
Total Assets	3,224,267	7,604,264	6	53,473	-	108,733,455
Deferred Outflows						
Deferred outflows related to OPEB	-	-	-	-	-	215,612
Deferred outflows related to pensions	-	-	-	-	-	556,429
Total Assets & Deferred Outflows	3,224,267	7,604,264	6	53,473	-	109,505,497
LIABILITIES						
Current Liabilities:						
Accounts payable	19,950	396,093	-	3,145	-	181,329
Accrued expenses	-	-	-	-	-	-
Unearned revenue	-	-	-	-	-	1,377,617
Deposits	413,975	-	-	-	-	92,793
Due to other funds	-	-	-	-	-	165,060
Total Current Liabilities	433,924	396,093	-	3,145	-	1,816,800
Noncurrent Liabilities:						
Accrued vacation and sick leave	-	-	-	-	-	304,246
Landfill closure & postclosure care	-	-	-	-	-	-
Net Pension Liability	-	-	-	-	-	773,634
Other post employment benefits	-	-	-	-	-	1,532,578
Total Noncurrent Liabilities	-	-	-	-	-	2,610,457
Total Liabilities	433,924	396,093	-	3,145	-	4,427,257
Deferred Inflows						
Deferred inflows related to OPEB	-	-	-	-	-	279,088
Deferred inflows related to pensions	-	-	-	-	-	883,193
Deferred inflow of resources - Leases	-	-	-	-	-	7,570,305
Total Liabilities & Deferred Inflows	433,924	396,093	-	3,145	-	13,159,844
NET POSITION						
Net investment in capital assets	-	-	-	-	-	99,836,893
Unrestricted	2,790,343	7,208,171	6	50,328	-	(3,491,240)
Total Net Position	$ 2,790,343	$ 7,208,171	6	$ 50,328	$ -	$ 96,345,653

CITY OF BROWNSVILLE

Statement of Net Position
Enterprise Funds
Through September 30, 2023

	62 Bridge Fund	63 Motor Vehicle Parking Fund	64 Event Center Fund	65 Public Transit Fund	66 Landfill Fund	67 Brownsville Golf Center Fund	68 Sports Park Fund	Grand Total
ASSETS								
Current Assets:								
Cash and cash equivalents	$ 713,882	$ 76,050.61	$ 23,650	$ 85,061	$ 531,252	$ 132,393	$ 60,295	3,614,910
Investments	5,691,307	4,477	103,397	1,616,852	7,062,370	613,842	-	24,372,629
Receivables	1,500,000	-	-	1,058,579	5,600,010	-	250,000	16,912,453
Due from other Funds	-	-	-	-	133,328	-	238,988	372,316
Prepaid Expenses	-	-	-	0	-	1,694	-	3,694
Inventories	-	-	-	70,086	-	13,105	-	83,191
Total Current Assets	7,905,189	80,527	127,047	2,830,578	13,326,960	761,034	549,284	45,359,192
Capital Assets, Net	-	392,820	2,439,062	34,535,548	10,281,437	1,191,336	139,348	148,816,444
Total Assets	7,905,189	473,347	2,566,109	37,366,126	23,608,397	1,952,370	688,632	194,175,636
Deferred Outflows								
Deferred outflows related to OPEB	-	28,307	44,152	351,116.18	234,201	42,713	-	916,101
Deferred outflows related to pensions	-	40,937	166,660	773,927.76	781,278	73,462	-	2,392,694
Total Assets & Deferred Outflows	7,905,189	542,592	2,776,921	38,491,170	24,623,876	2,068,545	688,631.73	197,484,431
LIABILITIES								
Current Liabilities:								
Accounts payable	-	82,147	25,659	1,086,285	2,253,739	23,538.46	30,627	4,102,513
Accrued expenses	-	-	-	-	-	-	-	-
Unearned revenue	-	-	233,183	695,611	-	417.16	-	2,306,828
Deposits	-	-	5,200	28,134	37,885	-	600	578,587
Due to other funds	-	9,977	30,806	900,479	-	13,896	-	1,120,217
Total Current Liabilities	-	92,123	294,848	2,710,508	2,291,624	37,851	31,227	8,108,145
Noncurrent Liabilities:								
Accrued vacation and sick leave	-	10,336	49,594	316,925	297,143	21,448	44,962	1,044,655
Landfill closure & postclosure care		-	-	-	12,017,073	-	-	12,017,073
Net Pension Liability	-	130,131	251,006	260,505.45	751,495	54,155	-	2,220,927
Other post employment benefits	-	180,082	205,949	1,558,593.14	784,821	305,737	-	4,567,759
Total Noncurrent Liabilities	-	320,549	506,549	2,136,023	13,850,532	381,341	44,962	19,850,415
Total Liabilities	-	412,673	801,398	4,846,532	16,142,156	419,192	76,189	27,958,560
Deferred Inflows								
Deferred inflows related to OPEB	-	37,149	63,815	627,216.80	470,278	73,055	-	1,550,602
Deferred inflows related to pensions	-	101,141	243,471	1,322,252.65	1,069,716	135,863	-	3,755,636
Deferred inflow of resources - Leases	-	-	-	652,446	-	-	-	8,222,752
Total Liabilities & Deferred Inflows	-	550,962	1,108,684	7,448,448	17,682,150	628,109	76,189	41,487,550
NET POSITION								
Net investment in capital assets	-	392,820	2,439,062	34,535,548	10,281,437	1,191,336	139,348	148,816,444
Unrestricted	7,905,189	(401,190)	(770,825)	(3,492,826)	(3,339,712)	249,100	473,094	7,180,439
Total Net Position	$ 7,905,189	$ (8,370)	1,668,237	31,042,722	$ 6,941,725	$ 1,440,436	$ 612,443	$ 155,996,882

CITY OF BROWNSVILLE

Statement of Revenues, Expenses, and Changes in Net Position
Enterprise Funds
Through September 30, 2023

	49 Airport Construction Fund	501 2018 Tax Notes	51 Airport Construction III	53 Airport Construction II Fund	59 2008 Airport C.O. (GBIC)	61 Airport/Business Industrial Prk
REVENUES						
Fines and Forfeitures	$ -	$ -	-	$ -	$ -	$ -
Fees, Services, Refunds, Etc.	621,694	-	-	-	-	2,812,827
Non-Aeronautical Revenue	-	-	-	-	-	231,586
Contributions	-	-	-	-	-	-
Misc. Revenue	6,942	-	-	-	-	284,112
Total Operating Revenues	628,636	-	-	-	-	3,328,525
EXPENSES						
Personnel Services	-	-	-	-	-	2,109,104
Materials and Supplies	-	-	-	-	-	160,472
Maintenance of Bldgs. and Structures	-	-	-	-	-	71,467
Maintenance of Equipment	-	-	-	-	-	278,359
Miscellaneous Services	-	-	-	-	-	2,079,708
General Services and Contingencies	-	-	-	-	-	187,827
Capital Grants & Special Projects	424,029	1,081,609	-	-	-	1,390
Structures	-	-	-	-	-	8,100
Equipment $15,000 and Over	-	-	-	-	-	-
Total Operating Expenses	424,029	1,081,609	-	-	-	4,896,427
Operating Income (Loss)	204,607	(1,081,609)	-	-	-	(1,567,902)
NONOPERATING REVENUES (EXPENSES)						
Intergovernmental	1,754,694	-	-	-	-	1,372,932
Interest Income	110,593	333,207	0	1,214	-	33,366
Net Nonoperating Revenues (Expenses)	1,865,286	333,207	0	1,214	-	1,406,298
Income (Loss) Before Transfers	2,069,893	(748,403)	0	1,214	-	(161,604)
Transfers in	-	1,414,051	-	-	-	-
Transfers out	(1,414,051)	-	-	-	-	-
Change in net position	655,842	665,648	0	1,214	-	(161,604)
Total net position - beginning	2,134,501	6,542,523	6	49,114	-	96,507,257
Total net position - ending	$ 2,790,343	$ 7,208,171.48	6	$ 50,328	$ -	$ 96,345,653

CITY OF BROWNSVILLE

Statement of Revenues, Expenses, and Changes in Net Position
Enterprise Funds
Through September 30, 2023

	62 Bridge Fund	63 Motor Vehicle Parking Fund	64 Event Center Fund	65 Public Transit Fund	66 Landfill Fund	67 Brownsville Golf Center Fund	68 Sports Park Fund	Total
REVENUES								
Fines and Forfeitures	$ -	$ 141,843	$ -	$ -	$ -	$ -	$ -	$ 141,843
Fees, Services, Refunds, Etc.	-	19,502	323,547	1,498,844	20,452,120	451,681	319,324	26,499,539
Non-Aeronautical Revenue	-	-	-	-	-	-	-	231,586
Contributions	3,926,459	-	-	-	-	-	-	3,926,459
Misc. Revenue	-	8,776	14,607	420,621	4,875	4,741	10,572	755,247
Total Operating Revenues	3,926,459	170,120	338,154	1,919,465	20,456,996	456,422	329,897	31,554,674
EXPENSES								
Personnel Services	-	172,886	442,117	5,257,851	3,293,179	474,297	475,931	12,225,365
Materials and Supplies	-	57,769	52,597	1,042,086	629,838	167,433	169,130	2,279,325
Maintenance of Bldgs. and Structures	-	1,226	1,157	28,211	74,887	50,583	45,840	273,372
Maintenance of Equipment	-	39,126	6,592	1,360,449	1,237,322	22,280	64,625	3,008,754
Miscellaneous Services	-	22,174	245,827	602,380	723,433	87,763	252,044	4,013,330
General Services and Contingencies	84,780	190,305	43,694	436,421	1,529,642	42,647	995	2,516,311
Capital Grants & Special Projects	-	-	-	1,453,733	-	44,057	-	3,004,819
Structures	-	-	-	-	-	-	-	8,100
Equipment $15,000 and Over	-	719,824	17,237	9,610	106,064	5,745	-	858,479
Total Operating Expenses	84,780	1,203,308	809,221	10,190,741	7,594,365	894,806	1,008,566	28,187,854
Operating Income (Loss)	3,841,679	(1,033,188)	(471,067)	(8,271,276)	12,862,630	(438,384)	(678,670)	3,366,820
NONOPERATING REVENUES (EXPENSES)								
Intergovernmental	-	-	-	2,890,610	-	-	-	6,018,235
Interest Income	212,383	12,988	6,163	19,479	485,899	24,115	1,491	1,240,897
Net Nonoperating Revenues (Expenses)	212,383	12,988	6,163	2,910,088	485,899	24,115	1,491	7,259,132
Income (Loss) Before Transfers	4,054,062	(1,020,200)	(464,904)	(5,361,188)	13,348,529	(414,269)	(677,179)	10,625,951
Transfers in	-	200,000	222,082	4,273,070	-	476,267	526,824	7,112,294
Transfers out	(2,550,000)	-	-	-	(9,300,000)	-	-	(13,264,051)
Change in net position	1,504,062	(820,200)	(242,822)	(1,088,117)	4,048,529	61,998	(150,355)	4,474,195
Total net position - beginning	6,401,126	811,830	1,911,059	32,130,839	2,893,196	1,378,438	762,797	151,522,688
							-	-
Total net position - ending	$ 7,905,189	$ (8,370)	$ 1,668,237	$ 31,042,722	$ 6,941,725	$ 1,440,436	$ 612,443	$ 155,996,882

CITY OF BROWNSVILLE
Statement of Net Position
Internal Service Funds
September 30, 2023 (FY2023 Q4)

	70 Employee Benefit Fund	701 Fleet & Facility Services Fund	702 Enterprise Applications Fund	71 Sick & Annual Leave Fund	72 Worker's Comp Fund	Grand Total
ASSETS						
Current Assets:						
Cash and cash equivalents	744,867.44	523,148.72	$ -	$ 96,071	$ 81,233	$ 1,445,320
Investments	2,793,150	242,404	103,937	-	204,379	3,343,870
Receivables	2,802	1,050,574	1,397	-	-	1,054,772
Due from other Funds	-	1,247,338	-	4,601	-	1,251,940
Total Current Assets	3,540,820	3,063,465	105,333	100,672	285,612	7,095,902
Capital assets, net	-	917,941	39,197	-	-	957,138
Total Assets	449,874	3,981,406	144,530	100,672	285,612	4,962,095
LIABILITIES						
Current Liabilities:						
Accounts payable	1,312,140	2,016,795	142,983	55,778	250,489	3,778,187
Claims payable	-					-
Due to other funds	21	-	383,092.13	-	-	383,113
Total Current Liabilities	1,312,161	2,016,795	526,076	55,778	250,489	4,161,301
	3,804,202					
NET POSITION						
Net investment in capital assets	-	917,941	39,197	-	-	957,138
Unrestricted	4,576,344	1,055,082	(420,742)	44,894	35,123	5,290,700
Total Net Position	$ (862,287)	$ 1,964,611	$ (381,546)	$ 44,894	$ 35,123	$ 800,794

CITY OF BROWNSVILLE
Statement of Revenues, Expenses, and Changes in Net Position
Internal Service Funds
September 30, 2023 (FY2023 Q4)

	70 Employee Benefit Fund	701 Fleet & Facility Services Fund	702 Enterprise Applications Fund	71 Sick & Annual Leave Fund	72 Worker's Comp Fund	Total
Operating Revenues:						
Charges for services:						
Contributions from other funds	$ 11,505,130	$ 8,944,652	$ 2,507,228	$ -	$ -	$ 22,957,009
Employee contributions	1,971,941	-	-	-	-	1,971,941
Fees, Services, Refunds, Etc.	-	-	-	-	-	-
Miscellaneous revenue		-	-	-	36,943	36,943
Contributions	1,488,860	470,748	-	-	-	1,959,608
Total Operating Revenues	14,965,930	9,415,400	2,507,228	-	36,943	26,925,500
Operating Expenses:						
Contractual and other services	1,720,977	-	-	-	-	1,720,977
Contingency	-	581,770	-	-	-	581,770
General Services and Contingencies	-	2,745	-	-	-	2,745
Equipment $15,000 and Over	-	20,722	342,181	-	-	362,903
Maintenance of Bldgs and Structures	-	335,364	-	-	-	335,364
Maintenance of Equipment	-	5,660,101	1,400,796	-	-	7,060,897
Materials and Supplies	-	1,801,965	77,317	-	-	1,879,283
Miscellaneous Services	-	171,124	1,215,001	-	-	1,386,126
Personnel Services	-	1,787,353	735,047	-	-	2,522,400
Self-Insurance claims	12,806,589	-	-	-	2,852	12,809,441
Structures	-	24,151	-	-	-	24,151
Total Operating Expenses	14,527,566	10,385,296	3,770,344	-	2,852	28,686,058
	-			-	-	
Income (Loss) Before Other Financing Sources (Uses)	438,364	(969,896)	(1,263,116)	-	34,091	(1,760,558)
Non-Operating Revenues (Expenses):						
Investment and interest income	119,822	20,559	8,059	2,181	8,381	159,002
Transfers in	-	2,100,000	739,518	-	-	2,839,518
Transfers out	-	-	-	-	-	-
Net Non-Operating Revenues (Expenses)	119,822	2,120,559	747,577	2,181	8,381	2,998,520
Change in net position	558,185	1,150,663	(515,539)	2,181	42,472	1,237,962
Total net position - beginning	4,018,159	822,361	133,993	42,713	(7,349)	5,009,876
Total net position - ending	$ 4,576,344	$ 1,973,024	$ (381,546)	$ 44,894	$ 35,123	$ 6,247,839

CITY OF BROWNSVILLE, TEXAS
STREET SCAPE PROJECT
SERIES 1994, GENERAL OBLIGATION AND REFUNDING BOND - FUND 33
G. O. BONDS, SERIES 1994
STATEMENT OF REVENUES AND EXPENDITURES
AND FUND BALANCES

	FY 98-15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023*	TOTAL ALL YEARS	DEBT ISSUED	VARIANCE - FAVORABLE (UNFAVORABLE)
REVENUES :												
INTEREST INCOME	$ 428,045	$ 1,449	$ 489	$ 496	$ 298	$ 82	$ 43	$ 68	$ 226	$ 431,196		
ST. REIMB. DOWNTOWN SIDE ST.	45,608	-	-	-	-	-	-	-	-	$ 45,608		
INTEREST FROM ASSESSMENTS	127,491	-	352	-	79	1,050	1,973	-	-	$ 130,945		
PRINCIPAL FROM ASSESSMENTS	1,414,521	-	1,648	-	509	-	3,476	-	-	$ 1,420,153		
TOTAL REVENUES	2,015,665	1,449	2,489	496	886	1,132	5,492	68	226	2,027,903		
EXPENDITURES :												
1994 G.O. CONSTRUCTION FUND												
MISCELLANEOUS SERVICES	3,520	-	-	-	-	-	-	-	-	3,520	-	(3,520)
PERSONNEL SERVICES	45,397	-	-	-	-	-	-	-	-	45,397	-	(45,397)
PROFESSIONAL SERVICES	93,124	-	-	-	-	-	-	-	-	93,124	-	(93,124)
MACHINERY & EQUIPMENT	11,799	-	-	-	-	-	-	-	-	11,799	-	(11,799)
DOWNTOWN IMPROVEMENTS	915,014	-	-	33,344	8,854	17,877	-	-	-	975,090	1,000,000	24,910
TOTAL 1994 G. O. CONST. FUND	1,085,959	-	-	33,344	8,854	17,877	-	-	-	1,146,034		
SECTION 108												
MATERIALS & SUPPLIES	1,364	-	-	-	-	-	-	-	-	1,364	-	(1,364)
CONSTRUCTION	1,428,916	-	-	-	-	-	-	-	-	1,428,916	2,533,019	1,104,103
TREES/PALMS	410,676	-	-	-	-	-	-	-	-	410,676	-	(410,676)
BENCHES	29,515	-	-	-	-	-	-	-	-	29,515	-	(29,515)
FINANCIAL ADVISORS	26,377	-	-	-	-	-	-	-	-	26,377	-	(26,377)
LEGAL SERVICES	19,046	-	-	-	-	-	-	-	-	19,046	19,050	4
ADVERTISING	347	-	-	-	-	-	-	-	-	347	-	(347)
ENGINEERING	500	-	-	-	-	-	-	-	-	500	-	(500)
BUS - BENCH & SHELTER PROJECT	9,463	-	-	-	-	-	-	-	-	9,463	-	(9,463)
PROFESSIONAL SERVICES	26,041	-	-	-	-	-	-	-	-	26,041	-	(26,041)
TOTAL SECTION 108	1,953,109	-	-	-	-	-	-	-	-	1,953,109		
HISTORIC BATTLEFIELD TRAIL	698,411	-	-	-	-	-	-	-	-	698,411	-	(698,411)
LINEAR PARK	17,525	-	-	-	-	-	-	-	-	17,525	-	(17,525)
STREETSCAPE - PRINCIPAL	1,304,828	-	-	-	-	-	-	-	-	1,304,828	-	(1,304,828)
STREETSCAPE - INTEREST	165,459	-	-	-	-	-	-	-	-	165,459	-	(165,459)
COLLECTION FEES	2,354	-	-	-	-	-	-	-	-	2,354	-	(2,354)
GENERAL SERVICES & CONTINGENCIES	87,253	105,676	8,420	-	2,189	1,126	-	-	-	204,663	-	(204,663)
TOTAL EXPENDITURES	5,314,897	105,676	8,420	33,344	11,042	19,003	-	-	-	5,492,382	3,552,069	(1,940,313)
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(3,299,232)	(104,227)	(5,931)	(32,848)	(10,157)	(17,871)	5,492	68	226	(3,464,480)		
OTHER FINANCING SOURCES (USES):												
G.O. PROCEEDS- SERIES 1994	1,000,000	-	-	-	-	-	-	-	-	1,000,000		
	2,552,069	-	-	-	-	-	-	-	-	2,552,069		
*Through September 2023	-	-	-	-	-	-	-	-	-	-		
	-	-	-	-	-	-	-	-	-	-		
TRANSFERS TO CAPITAL PROJECTS FUND	-	(244,893)	-	-	-	-	-	-	-	(244,893)		
										-		
NET OTHER FINANCING SOURCES (USES)	3,717,528	(244,893)	-	-	-	-	-	-	-	3,472,635		
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER EXPENDITURES & OTHER USES	418,296	(349,120)	(5,931)	(32,848)	(10,157)	(17,871)	5,492	68	226	8,155		
FUND BALANCE AT BEGINNING OF YEAR	-	418,296	69,176	63,246	30,397	20,241	2,370	7,862	7,929			
FUND BALANCE AT YEAR END	$ 418,296	$ 69,176	$ 63,246	$ 30,397	$ 20,241	$ 2,370	$ 7,862	$ 7,929	$ 8,155			

***Through September 2023**

CITY OF BROWNSVILLE, TEXAS
AIRPORT CONSTRUCTION FUND - FUND 49
ALSO INCLUDES C.O. SERIES 1997B PROCEEDS OF $1,470,000
STATEMENT OF REVENUES AND EXPENDITURES
AND FUND BALANCES

	FY 89 - 15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023*	TOTAL ALL YEARS	DEBT ISSUED	FAVORABLE/ UNFAVORABLE
REVENUES :												
INTEREST INCOME	$ 786,593	$ 1,164	$ 1,029	$ 9,692	$ 39,130	$ 33,263	$ 22,909	$ 44,443	$ 117,535	1,055,758		
GRANT -FAA PROJECTS-3-48-0030-06	43,204	-	-	-	-	-	-	-	-	43,204		
GRANT -FAA PROJECTS-3-48-0031-05	34,619	-	-	-	-	-	-	-	-	34,619		
GRANT -FAA PROJECTS-3-48-0031-06	991,112	-	-	-	-	-	-	-	-	991,112		
GRANT -FAA PROJECTS-3-48-0031-08	1,128,146	-	-	-	-	-	-	-	-	1,128,146		
GRANT -FAA PROJECTS 3-48-0031-10	358,345	-	-	-	-	-	-	-	-	358,345		
GRANT -FAA PROJECTS 3-48-0031-11	2,387,847	-	-	-	-	-	-	-	-	2,387,847		
GRANT -FAA PROJECTS 3-48-0031-12	876,301	-	-	-	-	-	-	-	-	876,301		
GRANT -FAA PROJECTS 3-48-0031-13	1,226,305	-	-	-	-	-	-	-	-	1,226,305		
GRANT -FAA PROJECTS 3-48-0031-14	145,696	-	-	-	-	-	-	-	-	145,696		
GRANT -FAA PROJECTS 3-48-0031-15	1,103,023	-	-	-	-	-	-	-	-	1,103,023		
GRANT -FAA PROJECTS 3-48-0031-24-03	30,843	-	-	-	-	-	-	-	-	30,843		
GRANT -FAA PROJECTS 3-48-0031-25-04	641,110	-	-	-	-	-	-	-	-	641,110		
GRANT -FAA PROJECTS 3-48-0031-26-04	819,069	-	-	-	-	-	-	-	-	819,069		
GRANT -FAA PROJECTS 3-48-0031-27-05	1,504,548	-	-	-	-	-	-	-	-	1,504,548		
GRANT -FAA PROJECTS 3-48-0031-30-06	186,184	-	-	-	-	-	-	-	-	186,184		
GRANT -FAA PROJECTS 3-48-0031-32-07	35,952	-	-	-	-	-	-	-	-	35,952		
GRANT -FAA PROJECTS 3-48-0031-33-08	8,153,818	-	-	-	-	-	-	-	-	8,153,818		
GRANT -FAA PROJECTS 3-48-0031-34-08	572,773	-	-	-	-	-	-	-	-	572,773		
GRANT -FAA PROJECTS 3-48-0031-35-08	1,250,298	-	-	-	-	-	-	-	-	1,250,298		
GRANT -FAA PROJECTS 3-48-0031-36-09	996,208	-	-	-	-	-	-	-	-	996,208		
GRANT -FAA PROJECTS 3-48-0031-37-10	3,860,381	-	-	-	-	-	-	-	-	3,860,381		
GRANT -FAA PROJECTS 3-48-0031-38-10	914,376	-	-	-	-	-	-	-	-	914,376		
GRANT -FAA PROJECTS 3-48-0031-39-11	633,857	5,344	-	-	-	-	-	-	-	639,201		
GRANT -FAA PROJECTS 3-48-0031-41-13	7,731,014	598,840	-	-	-	-	-	-	-	8,329,854		
GRANT -FAA PROJECTS 3-48-0031-42-14	390,578	619,964	11,700	-	-	-	-	-	-	1,022,242		
GRANT -FAA PROJECTS 3-48-0031-43-15	-	-	1,188,000	12,000	-	-	-	-	-	1,200,000		
GRANT -FAA PROJECTS 3-48-0031-44-16	-	-	475,619	330,529	-	-	-	-	-	806,148		
GRANT -FAA PROJECTS 3-48-0031-45-17	-	-	-	70,773	8,963,688	3,684,541	-	-	-	12,719,002		
GRANT -FAA PROJECTS 3-48-0031-46-18	-	-	-	31,497	547,503	143,966	(7,398)	-	-	715,568		
GRANT -FAA PROJECTS 3-48-0031-47-18	-	-	-	-	240,206	2,078,248	-	-	-	2,318,454		
GRANT -FAA PROJECTS 3-48-0031-48-18	-	-	-	-	1,313,458	5,871,793	814,749	-	-	8,000,000		16,000,000
GRANT -FAA PROJECTS 3-48-0031-50-20	-	-	-	-	-	-	5,997,982	1,683,994	-	7,681,976		
GRANT -FAA PROJECTS 3-48-0031-51-21	-	-	-	-	-	-	-	1,786,333	-	1,786,333		
GRANT -FAA PROJECTS 3-48-0031-56-21	-	-	-	-	-	-	6,000	1,336,913	334,932	1,677,845		
GRANT -FAA PROJECTS 3-48-0031-57-22	-	-	-	-	-	-	-	-	1,414,051	1,414,051		
GRANT - FAA PROJECT 32-2007	4,103,622	-	-	-	-	-	-	-	-	4,103,622		
GRANT - TX DOT RAMP GRANT	-	-	-	-	50,000	-	-	-	-	50,000		
PROJ. 1901 - T/W H RECONST. PH.	591,780	-	-	-	-	-	-	-	-	591,780		
GRANT 23 - TAXIWAY H, PHASE 4	579,600	-	-	-	-	-	-	-	-	579,600		
GRANT - GBIC	-	-	-	-	-	-	14,324	-	5,711	20,035		
PROJ. 24-03, VARIOUS	1,030,960	-	-	-	-	-	-	-	-	1,030,960		
AIRPORT DRAIN PH I PROJ 13	46,290	-	-	-	-	-	-	-	-	46,290		
AIP PROJ. 15-98 PASSENGER WALK	253,240	-	-	-	-	-	-	-	-	253,240		
JET BRIDGE PROJ. 16-99	357,604	-	-	-	-	-	-	-	-	357,604		
TERMINAL REHAB PH III, PROJECT 3	8,888	-	-	-	-	-	-	-	-	8,888		
ARFF FACILITY PROJ 18-00	2,816,033	-	-	-	-	-	-	-	-	2,816,033		
A/P GRANT 20 RAMP EXT. PH 1	1,034,219	-	-	-	-	-	-	-	-	1,034,219		
	951,323	-	-	-	-	-	-	-	-	951,323		
*Through September 2023	5,293,250	403,710	144,539	-	-	-	-	-	-	5,841,499		
	200,557	-	-	-	-	-	-	-	-	200,557		
GBIC GRANT	572,720	-	-	-	-	-	-	15,991	-	588,711		
GBIC NEOPLAN PROJECT	1,771,132	-	-	-	-	-	-	-	-	1,771,132		
GBIC CONTRIBUTION - FNB LOAN	6,165	-	-	-	-	-	-	-	-	6,165		
TXDOT GRANT	564	50,000	-	-	-	-	-	-	-	50,564		
INVESTMENT FEES	(217)	-	-	-	-	-	-	-	-	(217)		
MISC REVENUES - AIRPORT CO	2,600	-	-	-	-	-	-	4,998	-	7,598		
NON-AERONAUTICAL	-	-	247,333	419,790	471,966	333,963	437,642	468,988	621,694	3,001,376		
TOTAL REVENUES	61,605,154	1,679,022	2,068,220	874,281	11,625,951	12,145,774	7,286,208	5,341,660	2,493,922	105,120,194		
EXPENDITURES :												
ADA PROJECT AIRPORT IMPROVEMENTS	121,630	-	-	-	-	-	-	-	-	121,630	120,000	(1,630)
AIRPORT ADMINISTRATION	1,870	-	-	-	-	-	-	-	-	1,870	-	(1,870)
AIRPORT BUILDINGS	201,294	-	-	-	-	-	-	-	-	201,294	230,000	28,706
AIRPORT MAINTENANCE	(2,379)	-	-	-	-	78	-	-	-	(2,301)	-	2,301
CONQUEST AIRLINES CORP.	60,000	-	-	-	-	-	-	-	-	60,000	60,000	-
CONTINGENCY	53	-	-	-	-	-	-	-	-	53	-	(53)
EAGLE INTERNATIONAL	100	-	-	-	-	-	-	-	-	100	100	-
FAR 107.14 SECURITY	24,013	-	-	-	-	-	-	-	-	24,013	-	(24,013)
GBIC GRANT												
ROOF REPAIRS HAGGAR BLDG	318,407	-	-	-	-	-	-	-	-	318,407	360,000	41,593
ROOF REPAIRS UNITED TECH	254,314	-	-	-	-	-	-	-	-	254,314	300,000	45,686
LAND PURCHASE	160,751	-	-	-	-	-	-	-	-	160,751	-	(160,751)
NEOPLAN PROJECT	299	-	-	-	-	-	-	-	-	299	-	(299)
LAND ACQUISITION - NOISE COMPAT.	156,294	-	-	-	-	-	-	-	-	156,294	-	(156,294)
NOISE COMPATABILITY	317,584	-	-	-	-	-	-	-	-	317,584	-	(317,584)
PART 150 STUDY	149,736	-	-	-	-	-	-	-	-	149,736	-	(149,736)
RGV WING CAF BUILDING	911,354	-	-	-	-	-	-	-	-	911,354	940,000	28,646
ROLLINS OFFICE/WAREHOUSE	144,235	-	-	-	-	-	-	-	-	144,235	-	(144,235)
RUNWAY EXTENSION PROJECT	493,770	-	-	-	-	-	-	-	-	493,770	-	(493,770)
SECURITY SYSTEM CONSTR.	174,457	-	-	-	-	-	-	-	-	174,457	-	(174,457)
TERMINAL PROJECT	362,570	9,540	-	-	-	-	-	-	-	372,109	-	(372,109)
PFC PROJECTS	-	-	-	-	-	-	21,780	-	-	21,780	-	(21,780)
PFC REIMB. AIP - 09 PRIOR YR	(41,765)	-	-	-	-	-	-	-	-	(41,765)	-	41,765
AIRPORT PROJECT: 3-48-0031-05	39,805	-	-	-	-	-	-	-	-	39,805	39,805	-
AIRPORT RUNWAYS PROJECT: 3-48-0031-08	1,042,653	-	-	-	-	-	-	-	-	1,042,653	1,042,653	-
TAXI WAY "J"	36,221	-	-	-	-	-	-	-	-	36,221	36,221	-
AIRPORT RUNWAYS - OTHER	2,008	-	-	-	-	-	-	-	-	2,008	2,008	-
AIRPORT RUNWAYS PROJECT: 3-48-0031-10												
PROFESSIONAL SERVICE	376,255	-	-	-	-	-	-	-	-	376,255	402,648	26,393
FAA GRANT: 3-48-0031-11-96												
AIR CARGO RUNWAY	(1,083,813)	-	-	-	-	-	-	-	-	(1,083,813)	-	1,083,813
CONSTRUCTION	1,709,328	-	-	-	-	-	-	-	-	1,709,328	-	(1,709,328)
AIR CARGO BUILDING	284,518	-	-	-	-	-	-	-	-	284,518	-	(284,518)
AIR CARGO TERMINAL-RAMP	113,479	-	-	-	-	-	-	-	-	113,479	-	(113,479)
SIGNAGE	98	-	-	-	-	-	-	-	-	98	-	(98)
PROFESSIONAL SERVICE	196,730	-	-	-	-	-	-	-	-	196,730	-	(196,730)
LOCAL SHARE	-	-	-	-	-	-	-	-	-	-	522,703	522,703
FAA GRANT: 3-48-0031-12-97												
AIR CARGO TERMINAL RAMP	988,649	-	-	-	-	-	-	-	-	988,649	-	(988,649)
PROJECT 12-98	78,766	-	-	-	-	-	-	-	-	78,766	-	(78,766)
PROJ. 13-97: FLOOD CONTROL DESIGN	1,603,074	-	-	-	-	-	-	-	-	1,603,074	-	(1,603,074)
FAA GRANT: 3-48-0031-14-98												
AIRPORT DRAINAGE	146,600	-	-	-	-	-	-	-	-	146,600	-	(146,600)
PROJ. 15-98: 1994 C.O. CONST. COSTS	1,057,681	-	-	-	-	-	-	-	-	1,057,681	-	(1,057,681)
FAA PROJ. 16-99	397,340	-	-	-	-	-	-	-	-	397,340	-	(397,340)
FAA GRANT: 3-48-0031-17-99												
PROFESSIONAL SERVICE	1,090,429	-	-	-	-	-	-	-	-	1,090,429	-	(1,090,429)
CONSTRUCTION	3,188,901	-	-	-	-	-	-	-	-	3,188,901	-	(3,188,901)
TUG RAMP EXT / TERMINAL LIGHT	260,021	-	-	-	-	-	-	-	-	260,021	-	(260,021)
TAXIWAY B,D,E	343,236	-	-	-	-	-	-	-	-	343,236	-	(343,236)
CARGO RAMP EXP.	1,426,656	-	-	-	-	-	-	-	-	1,426,656	-	(1,426,656)
TAXIWAY H PHASE II	327,698	-	-	-	-	-	-	-	-	327,698	-	(327,698)
FAA GRANT: 3-48-0031-19-01												
REHABILITATE TAXIWAY H												

CITY OF BROWNSVILLE, TEXAS
AIRPORT CONSTRUCTION FUND - FUND 49
ALSO INCLUDES C.O. SERIES 1997B PROCEEDS OF $1,470,000
STATEMENT OF REVENUES AND EXPENDITURES
AND FUND BALANCES

	FY 89 - 15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023*	TOTAL ALL YEARS	DEBT ISSUED	FAVORABLE/ UNFAVORABLE
SERVICES	123,663	-	-	-	-	-	-	-	-	123,663	-	(123,663)
PROJ 17 TERMINAL RAMP/LIGHT	261,506	-	-	-	-	-	-	-	-	261,506	-	(261,506)
FAA GRANT: 3-48-0031-20-01										-		
AIRP DRAINAGE, PH 3 & EXP TERM PH	104,602	-	-	-	-	-	-	-	-	104,602	-	(104,602)
TAXIWAY H PROJECT	396,318	-	-	-	-	-	-	-	-	396,318	-	(396,318)
FAA GRANT 3-48-0031-22-02												
TRM AREA STUDY/JACINTO PROPERTY	-	-	-	-	-	-	-	-	-	-	-	-
FINGERPRINT EQUIPMENT	24,207	-	-	-	-	-	-	-	-	24,207	-	(24,207)
ACQUIRE JETBRIDGE	369,760	-	-	-	-	-	-	-	-	369,760	-	(369,760)
EA FOR RW 31 EXT.	810,554	-	-	-	-	-	-	-	-	810,554	-	(810,554)
BLAST ANALYSIS	76,402	-	-	-	-	-	-	-	-	76,402	-	(76,402)
FAA GRANT: 3-48-0031-23-02												
TAXIWAY H, PH 4 (FAA)	644,001	-	-	-	-	-	-	-	-	644,001	-	(644,001)
FAA GRANT: 3-48-0031-24-03												
UPDATE ALP.	17,173	-	-	-	-	-	-	-	-	17,173	-	(17,173)
AIRFIELD SIGN PLAN	9,973	-	-	-	-	-	-	-	-	9,973	-	(9,973)
S. GEN. AVIA RAMP REHAB.	408,477	-	-	-	-	-	-	-	-	408,477	-	(408,477)
RWY 17	610,725	-	-	-	-	-	-	-	-	610,725	-	(610,725)
TERMINAL SIGN PLAN	20,000	-	-	-	-	-	-	-	-	20,000	-	(20,000)
TWY H RECONST.	146	-	-	-	-	-	-	-	-	146	-	(146)
STREET SIDE SIGN PLAN	4,000	-	-	-	-	-	-	-	-	4,000	-	(4,000)
ACQUISITION OF SIGNS	71,460	-	-	-	-	-	-	-	-	71,460	-	(71,460)
FAA GRANT: 3-48-0031-25-04												
LAND ACQUISITION	658,268	-	-	-	-	-	-	-	-	658,268	-	(658,268)
FAA GRANT: 3-48-0031-26-04												
PASSENGER LOADING BRIDGE	81,820	-	-	-	-	-	-	-	-	81,820	-	(81,820)
13R-31L RWY SHOULDER IMP.	63,386	-	-	-	-	-	-	-	-	63,386	-	(63,386)
VACUUM SWEEPER	144,810	-	-	-	-	-	-	-	-	144,810	-	(144,810)
RWY 17 REHAB (PH 2)	67,495	-	-	-	-	-	-	-	-	67,495	-	(67,495)
RWY 13 BLAST PAD (PH 2)	50,493	-	-	-	-	-	-	-	-	50,493	-	(50,493)
S.G.A. RMP. REHAB (PH 2)	361,820	-	-	-	-	-	-	-	-	361,820	-	(361,820)
SECURITY SYSTEM UPGRADE	170,521	-	-	-	-	-	-	-	-	170,521	-	(170,521)
RADIOS	-	-	-	-	-	-	-	-	-	-	-	-
FAA GRANT 03-48-0031-31-06												
TERMINAL RAMP REHAB PHASE 3	1,052,632	-	-	-	-	-	-	-	-	1,052,632	-	(1,052,632)
FAA GRANT 03-48-0031-30-2006												
UPDATE PART 150 NEM/NCP	241,457	-	-	-	-	-	-	-	-	241,457	-	(241,457)
FAA GRANT 03-48-0031-32-2007												
TERMINAL RAMP EXPANSION PH. IIII	615,689	-	-	-	-	-	-	-	-	615,689	-	(615,689)
TAXIWAY G PHASE I	2,860,062	-	-	-	-	-	-	-	-	2,860,062	-	(2,860,062)
PVMT MGMT PROGRAM	155,154	-	-	-	-	-	-	-	-	155,154	-	(155,154)
RUNWAY 17-35 DISPLACED THRES	110,366	-	-	-	-	-	-	-	-	110,366	-	(110,366)
RUNWAY 17-35 PH 1	138,656	-	-	-	-	-	-	-	-	138,656	-	(138,656)
PROFESSIONAL SERVICES	113,971	-	-	-	-	-	-	-	-	113,971	-	(113,971)
FAA GRANT 03-48-0031-34-2008												
SIGNAGE	28,756	-	-	-	-	-	-	-	-	28,756	-	(28,756)
ENGINEERING	38,189	-	-	-	-	-	-	-	-	38,189	-	(38,189)
FENCING	248,935	-	-	-	-	-	-	-	-	248,935	-	(248,935)
DBE FEES	31,500	-	-	-	-	-	-	-	-	31,500	-	(31,500)
SOUTHSIDE PUMP	8,696	-	-	-	-	-	-	-	-	8,696	-	(8,696)
APRON LIGHTS	217,569	-	-	-	-	-	-	-	-	217,569	-	(217,569)
FAA GRANT 03-48-0031-35-2008												
CONSTRUCTION OBSERVATION SERV.	175,503	-	-	-	-	-	-	-	-	175,503	-	(175,503)
ADMINISTRATION	1,883	-	-	-	-	-	-	-	-	1,883	-	(1,883)
DETENTION POND IMPROVEMENTS	1,111,358	-	-	-	-	-	-	-	-	1,111,358	-	(1,111,358)
EMERGENCY GENERATOR	20,422	-	-	-	-	-	-	-	-	20,422	-	(20,422)
NORTH STATION PUMP	6,934	-	-	-	-	-	-	-	-	6,934	-	(6,934)
FAA GRANT 03-48-0031-36-2009												
DESIGN & BIDDING	162,312	-	-	-	-	-	-	-	-	162,312	-	(162,312)
ENGINEERING FEES	248,416	-	-	-	-	-	-	-	-	248,416	-	(248,416)
CONSTRUCTION OBSERVATION SERV.	139,916	-	-	-	-	-	-	-	-	139,916	-	(139,916)
ADMINISTRATION	5,994	-	-	-	-	-	-	-	-	5,994	-	(5,994)
RWY 13-31 & SIGNAGE CIRCUIT	144,382	-	-	-	-	-	-	-	-	144,382	-	(144,382)
AIRFIELD GENERATOR	174,962	-	-	-	-	-	-	-	-	174,962	-	(174,962)
TERMINAL GENERATOR	172,659	-	-	-	-	-	-	-	-	172,659	-	(172,659)
FAA GRANT: 3-48-0031-37-2010												
CONSTRUCTION OBSERVATION SERV.	117,200	-	-	-	-	-	-	-	-	117,200	-	(117,200)
ADMINISTRATION	4,713	-	-	-	-	-	-	-	-	4,713	-	(4,713)
WILDLIFE HAZARD ASSESSMENT	292,868	-	-	-	-	-	-	-	-	292,868	-	(292,868)
TWY D & E REHAB	3,648,778	-	-	-	-	-	-	-	-	3,648,778	-	(3,648,778)
FAA GRANT: 3-48-0031-38-2010												
AIRPORT TERMINAL IMP PROF SERV	89,949	-	-	-	-	-	-	-	-	89,949	-	(89,949)
AIRPORT TERMINAL IMP CONSTRN	756,521	-	-	-	-	-	-	-	-	756,521	-	(756,521)
WILDLIFE HAZARD ASSESSMENT	138,983	-	-	-	-	-	-	-	-	138,983	-	(138,983)
FAA GRANT: 3-48-0031-39-2011												
SECURITY SYSTEM IMP	28,271	-	-	-	-	-	-	-	-	28,271	-	(28,271)
FLOOD PREVENT	80,695	-	-	-	-	-	-	-	-	80,695	-	(80,695)
NEPA DOCUMENT SIDE LAND CLEARING	44,021	5,625	-	-	-	-	-	-	-	49,646	-	(49,646)
TERMINAL CHILLER & HVAC IMP	249,040	-	-	-	-	-	-	-	-	249,040	-	(249,040)
TERMINAL CHILLER & HVAC IMP - LOCAL SHARE	11,921	-	-	-	-	-	-	-	-	11,921	-	(11,921)
TERMINAL OPTIMIZATION STUDY	35,783	-	-	-	-	-	-	-	-	35,783	-	(35,783)
SHORT-TERM TERMINAL IMP	55,204	-	-	-	-	-	-	-	-	55,204	-	(55,204)
DESIGN SERV TWY B REHAB	141,761	-	-	-	-	-	-	-	-	141,761	-	(141,761)
SITTING STUDY INSTALL NEW AIRPORT BEACON	30,775	-	-	-	-	-	-	-	-	30,775	-	(30,775)
FAA GRANT: 3-48-0031-40-2012												
PROJ DEFIN/CONCEPT DEVELOPMENT	10,000	-	-	-	-	-	-	-	-	10,000	-	(10,000)
AIRFIELD SIGN MARKING	92,568	-	-	-	-	-	-	-	-	92,568	-	(92,568)
DBE FEES	5,550	-	-	-	-	-	-	-	-	5,550	-	(5,550)
TWY B REHAB & GEN AVIATION	407,761	-	-	-	-	-	-	-	-	407,761	-	(407,761)
DECOM RWY 13L-31R	15,323	-	-	-	-	-	-	-	-	15,323	-	(15,323)
CONST ADM SECURITY CAMERA	8,336	-	-	-	-	-	-	-	-	8,336	-	(8,336)
CONST OBSERV SECURITY CAMERA	18,480	-	-	-	-	-	-	-	-	18,480	-	(18,480)
CONST SECURITY CAMERA	34,944	-	-	-	-	-	-	-	-	34,944	-	(34,944)
TERMINAL STUDY, PART 2	175,000	-	-	-	-	-	-	-	-	175,000	-	(175,000)
10% OVER GRANT AMOUNT	3,524	-	-	-	-	-	-	-	-	3,524	-	(3,524)
HVAC Chiller & Controls Upgrade	138,303	1,321	-	-	-	-	-	-	-	139,624	-	(139,624)
FAA GRANT: 3-48-0031-41-2013												
15% OVER GRANT AMOUNT FAA	-	5,795	-	-	-	-	-	-	-	5,795	-	(5,795)
15% OVER GRANT AMOUT LOCAL 2013B	-	643	-	-	-	-	-	-	-	643	-	(643)
TWY B REHAB PROF SERV FAA MATCH	279,575	136,242	-	-	-	-	-	-	-	415,817	-	(415,817)
TWY B REHAB PROF SERV LOCAL MATCH	31,064	15,138	-	-	-	-	-	-	-	46,202	-	(46,202)
TWY B REHAB CONSTRN SERV FAA MATCH	7,656,528	251,714	-	-	-	-	-	-	-	7,908,242	-	(7,908,242)
TWY B REHAB CONSTRN SERV LOCAL MATCH	850,726	27,969	-	-	-	-	-	-	-	878,694	-	(878,694)
FAA GRANT: 3-48-0031-42-2014												
UPDATE ALP FAA SHARE	70,200	152,100	11,700	-	-	-	-	-	-	234,000	-	(234,000)
UPDATE ALP LOCAL SHARE	7,800	16,900	1,300	-	-	-	-	-	-	26,000	-	(26,000)
ADMINISTRATION FAA	785	-	-	-	-	-	-	-	-	785	-	(785)
ADMINISTRATION LOCAL	88	-	-	-	-	-	-	-	-	88	-	(88)
ODO PREP SHEETS FAA	7,695	-	-	-	-	-	-	-	-	7,695	-	(7,695)
ODO PREP SHEETS LOCAL	855	-	-	-	-	-	-	-	-	855	-	(855)
REHAB ARFF VEHICLE FAA	40,950	203,264	-	-	-	-	-	-	-	244,214	-	(244,214)
REHAB ARFF VEHICLE LOCAL	4,550	22,585	-	-	-	-	-	-	-	27,135	-	(27,135)
EA NEW TERMINAL FAA SHARE	157,500	-	-	-	-	-	-	-	-	157,500	-	(157,500)
EA NEW TERMINAL LOCAL SHARE	17,500	-	-	-	-	-	-	-	-	17,500	-	(17,500)
TERMINAL 20% DESIGN FAA SHARE	113,805	264,600	-	-	-	-	-	-	-	378,405	-	(378,405)
TERMINAL 20% DESIGN LOCAL SHARE	12,645	29,400	-	-	-	-	-	-	-	42,045	-	(42,045)

CITY OF BROWNSVILLE, TEXAS
AIRPORT CONSTRUCTION FUND - FUND 49
ALSO INCLUDES C.O. SERIES 1997B PROCEEDS OF $1,470,000
STATEMENT OF REVENUES AND EXPENDITURES
AND FUND BALANCES

	FY 89 - 15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023*	TOTAL ALL YEARS	DEBT ISSUED	FAVORABLE/ UNFAVORABLE
FAA GRANT: 3-48-0031-43-2015												
TERMINAL DESIGN 90% FAA	-	-	1,188,000	12,000	-	-	-	-	-	1,200,000	-	(1,200,000)
TERMINAL DESIGN 10% LOCAL	-	-	132,000	1,168,000	-	-	-	-	-	1,300,000	-	(1,300,000)
TERMINAL DESIGN 15% FAA OVER GRANT	-	-	-	-	-	-	-	-	-	-	-	-
TERMINAL DESIGN 15% LOCAL OVER GRANT	-	-	-	-	-	-	-	-	-	-	-	-
FAA GRANT: 3-48-0031-44-2016												
AIRPORT MASTER PLAN PROF. SERVICES	-	-	459,000	267,750	-	-	-	-	-	726,750	-	(726,750)
AIRPORT MASTER PLAN PROF. SERV. LOCAL	-	-	51,000	29,750	-	-	-	-	-	80,750	-	(80,750)
ROTATING BEACON PROF. SERV. 90% FAA	-	-	7,100	-	-	-	-	-	-	7,100	-	(7,100)
ROTATING BEACON CONST. FAA 90% FAA	-	-	-	50,508	-	-	-	-	-	50,508	-	(50,508)
ROTATING BEACON CONST. 10% LOCAL	-	-	-	5,612	-	-	-	-	-	5,612	-	(5,612)
ROTATING BEACON CONST. 10% LOCAL OTHER	-	-	-	23,380	-	-	-	-	-	23,380	-	(23,380)
PROFESSIONAL SERVICES 90% FAA	-	-	10,229	12,271	-	-	-	-	-	22,500	-	(22,500)
PROFESSIONAL SERVICES 10% LOCAL	-	-	1,136	1,364	-	-	-	-	-	2,500	-	(2,500)
FAA GRANT: 3-48-0031-45-2017												
TERMINAL BLDG PHASE 1 FAA 90%	-	-	-	70,773	-	-	-	-	-	70,773	-	(70,773)
TERMINAL BLDG PHASE 1 LOCAL 10%	-	-	-	7,864	-	-	-	-	-	7,864	-	(7,864)
TERMINAL BLDG PHASE 2 (E) TERMINAL FAA 90%	-	-	-	-	7,075,216	2,503,834	-	-	-	9,579,050	-	(9,579,050)
TERMINAL BLDG PHASE 2 (E) TERMINAL LOC 10%	-	-	-	-	786,135	352,173	-	-	-	1,138,309	-	(1,138,309)
TERMINAL BLDG PHASE 2 (A) LAND FAA 90%	-	-	-	-	2,360,245	708,934	-	-	-	3,069,179	-	(3,069,179)
TERMINAL BLDG PHASE 2 (A) LAND LOCAL 10%	-	-	-	-	262,248	78,763	-	-	-	341,011	-	(341,011)
FAA GRANT: 3-48-0031-46-2018												
REHAB RUNWAY (SEAL COAT) DESIGN FAA 90%	-	-	-	31,497	-	-	-	-	-	31,497	-	(31,497)
REHAB RUNWAY (SEAL COAT) DESIGN LOCAL 10%	-	-	-	3,500	-	-	-	-	-	3,500	-	(3,500)
REHAB RUNWAY (SEAL COAT) CONST. FAA 90%	-	-	-	-	421,920	38,250	-	-	-	460,170	-	(460,170)
REHAB RUNWAY (SEAL COAT) CONST. LOCAL 10%	-	-	-	-	46,880	4,250	-	-	-	51,130	-	(51,130)
REHAB RUNWAY (SEAL COAT) CONST. ADM. FAA 90%	-	-	-	-	37,159	2,713	-	-	-	39,872	-	(39,872)
REHAB RUNWAY (SEAL COAT) CONST. ADM. LOCAL 10%	-	-	-	-	4,129	302	-	-	-	4,431	-	(4,431)
REHAB RUNWAY (SEAL COAT) PAVEMENT MAINT. FAA 90%	-	-	-	-	130,616	60,811	-	-	-	191,427	-	(191,427)
REHAB RUNWAY (SEAL COAT) PAVEMENT MAINT. LOC 10%	-	-	-	-	14,511	6,757	-	-	-	21,269	-	(21,269)
FAA GRANT: 3-48-0031-47-2018												
TERMINAL BLDG CONST. FINISHES FAA 90%	-	-	-	-	252,849	2,065,605	-	-	-	2,318,454	-	(2,318,454)
TERMINAL BLDG CONST. FINISHES LOCAL 10%	-	-	-	-	28,095	281,790	-	-	-	309,884	-	(309,884)
FAA GRANT: 3-48-0031-48-2018												
TERMINAL BLDG CONST. ELEC./HVAC/PLUMB. FAA 90%	-	-	-	-	1,382,588	5,802,663	814,749	-	-	8,000,000	-	(8,000,000)
TERMINAL BLDG CONST. ELEC./HVAC/PLUMB. FAA 10%	-	-	-	-	153,622	686,759	139,588	-	-	979,968	-	(979,968)
FAA GRANT: 3-48-0031-50-2020												
TERMINAL BLDG CONST. AIRSIDE PROF. SERVICES	-	-	-	-	-	-	116,380	184,000	-	300,380	-	(300,380)
TERMINAL BLDG CONST. AIRSIDE CONSTRUCTION	-	-	-	-	-	-	5,881,592	1,500,004	-	7,381,596	-	(7,381,596)
FAA GRANT: 3-48-0031-56-2021												
AIRPORT IMPROVEMENT INDEPENDENT FEE	-	-	-	-	-	-	6,000	1,336,913	351,878	1,694,791	-	(1,694,791)
FAA GRANT: 3-48-0031-59-2023												
AIRPORT IMPROVEMENT RUNWAY	-	-	-	-	-	-	-	-	66,441	66,441	-	(66,441)
TERMINAL BUILDING CONSTRUCTION										-		
PASSENGER PARKING	-	-	-	-	-	-	-	-	-	-	-	-
CONSTRUCTION MATERIALS TEST SERV	-	-	-	-	-	-	-	-	-	-	-	-
AIRPORT TERMINAL CONSTRUCTION												
TERMINAL FINAL DESIGN PROF SERV LOCAL	-	-	-	-	-	-	-	-	-	-	-	-
TERMINAL FINAL DESIGN ARCH. & ENG. CH. ORDER	-	-	-	-	-	-	-	-	-	-	-	-
PFC PROJECTS	40,671	-	-	-	-	-	-	-	-	40,671	-	(40,671)
PFC-1 MASTER PLAN PRIOR YR	452,487	-	-	-	-	-	-	-	-	452,487	-	(452,487)
PFC-2 AIP 11/96 PRIOR YR EXP.	51,398	-	-	-	-	-	-	-	-	51,398	-	(51,398)
PFC-3 AIP-09 PRIOR YR EXPENSES	101,071	-	-	-	-	-	-	-	-	101,071	-	(101,071)
PFC-4 PASSENGER LOADING BRIDGE	695,266	-	-	-	-	-	-	-	-	695,266	-	(695,266)
PFC-5 FEDERAL INSPECTION ST.	93,189	-	-	-	-	-	-	-	-	93,189	-	(93,189)
PFC-6 TERMINAL CAPACITY IMP.	94,022	-	-	-	-	-	-	-	-	94,022	-	(94,022)
PFC-7 AIP -12 PRIOR YR EXP.	23,700	-	-	-	-	-	-	-	-	23,700	-	(23,700)
PFC- 8 APPLICATION & ADMIN	31,779	-	-	-	-	-	-	-	-	31,779	-	(31,779)
PFC- 9	(129,953)	-	-	-	-	-	-	-	-	(129,953)	-	129,953
PFC REIMBURSEMENT - ADMIN. COST	73,099	-	-	-	-	-	-	-	-	73,099	-	(73,099)
CONSTRUCT GA APRON	1,801,210	-	-	-	-	-	-	-	-	1,801,210	-	(1,801,210)
TERMINAL RAMP EXPANSION - PH II	-	-	-	-	-	-	-	-	-	-	-	-
PROPOSITION NO. 6 - PUBLIC BUILDINGS	614,223	-	-	-	-	-	-	-	-	614,223	750,000	135,777
AIRPORT TERMINAL FACILITIES	500,000	-	-	-	-	-	-	-	-	500,000	500,000	-
AIRPORT BUILDING REHAB.										-		
PROPOSITION NO. 7	181,314	-	-	-	-	-	-	-	-	181,314	200,000	18,686
AIRPORT RUNWAY OVERLAY	168,438	-	-	-	-	-	-	-	-	168,438	300,000	131,562
FY 1997 AIRPORT IMPROVEMENTS	-	-	-	-	-	-	-	-	-	-	38,488	38,488
COST OF ISSUANCE	505,090	-	-	-	-	-	-	-	-	505,090	625,000	119,910
AIRPORT TERMINAL IMPROVEMENTS	1,795,483	-	-	-	-	-	-	-	-	1,795,483	-	(1,795,483)
EAGLE BLDG./ NEOPLAN PROJECT	-	-	-	-	-	-	-	-	-	-	750,000	750,000
HANGAR CONSTRUCTION	42,866	-	-	-	-	-	-	-	-	42,866	-	(42,866)
MILWORK PACKAGE	73,433	-	-	-	-	-	-	-	-	73,433	80,000	6,567
MOWER ASSEMBLY	3,381	-	-	-	-	-	-	-	-	3,381	-	(3,381)
SANITARY SYSTEM	32,392	-	-	-	-	-	-	-	-	32,392	-	(32,392)
GATE AREA FURNITURE	31,875	-	-	-	-	-	-	-	-	31,875	-	(31,875)
ASBESTOS REMOVAL	546,015	-	-	-	-	-	-	-	-	546,015	-	(546,015)
AIRPORT OPERATIONS - LAND	23,884	-	-	-	-	-	-	-	-	23,884	-	(23,884)
AIRPORT OPERATIONS - VEHICLES	17,326	-	-	-	-	-	-	-	-	17,326	-	(17,326)
SPACEPORT DESIGNATION (GBIC)	-	-	-	-	-	-	14,324	15,991	5,711	36,025	-	(36,025)
GENERAL SERVICES & CONTINGENCIES	-	-	115,331	96,122	(691)	-	-	-	-	210,762	-	(210,762)
TOTAL EXPENDITURES	56,797,313	1,142,836	1,976,796	1,780,391	12,955,522	12,593,682	6,994,413	3,036,908	424,029	97,701,891	7,299,626	(90,402,265)
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	4,807,841	536,186	91,424	(906,110)	(1,329,571)	(447,908)	291,795	2,304,752	2,069,893	7,418,302		
OTHER FINANCING SOURCES (USES):												
G.O. PROCEEDS- SERIES 1991												
RESIDUAL EQUITY TRANSFER	500,000	-	-	-	-	-	-	-	-	499,999		
IN FROM FUND 39	1,005,000	-	-	-	-	-	-	-	-	1,004,999		
C.O. PROCEEDS- SERIES 1991	500,000	-	-	-	-	-	-	-	-	499,999		
G.O. PROCEEDS- SERIES 1992	-	-	-	-	-	-	-	-	-	(1)		
C.O. PROCEEDS- SERIES 1992												
RESIDUAL EQUITY TRANSFER	120,000	-	-	-	-	-	-	-	-	119,999		
IN FROM FUND 45	750,000	-	-	-	-	-	-	-	-	749,999		
G.O. PROCEEDS- SERIES 1993	230,000	-	-	-	-	-	-	-	-	229,999		
C.O. PROCEEDS- SERIES 1994	1,462,746	-	-	-	-	-	-	-	-	1,462,745		

CITY OF BROWNSVILLE, TEXAS
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STATEMENT OF REVENUES AND EXPENDITURES
AND FUND BALANCES

	FY 89 - 15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023*	TOTAL ALL YEARS	DEBT ISSUED	FAVORABLE/ UNFAVORABLE
C.O. PROCEEDS- SERIES 1997B	42,009	-	-	-	-	-	-	-	-	42,008		
C.O. PROCEEDS- SERIES 2013B	1,100,000	-	-	-	-	-	-	-	-	1,099,999		
DEBT PROCEEDS	-	-	-	-	-	-	-	-	-	(1)		
INTEREST EXPENSES - FNB LOAN	-	-	-	-	-	-	-	-	-	(1)		
PAYMENT REFUND TO ESCROW AGENT	(8,822,747)	-	-	-	-	-	-	-	-	(8,822,748)		
ASSET TRANSFERS OUT - AIRPORT FUND	716,284	-	-	-	-	-	-	-	-	716,283		
TRANSFERS FROM GENERAL FUND	74,098	-	-	-	-	-	-	-	-	74,097		
TRANSFERS FROM CDBG FUND	300,000	-	-	-	-	-	-	-	-	299,999		
TRANSFERS FROM AIRPORT FUND	60,000	-	-	-	-	-	-	-	-	59,999		
TRANSFERS FROM AIRPORT CONSTRN. II FUND	(51,122)	-	-	-	-	-	-	-	-	(51,123)		
TRANSFERS FROM AIRPORT CONSTRN. III FUND	-	-	-	-	1,295,620	1,230,100	-	-	-	2,525,719		
TRANSFERS FROM 2018 TAX NOTES FUND	-	-	-	-	-	1,469,385	-	(1,786,333)	(1,414,051)	(1,731,000)		
TRANSFERS TO CDBG FUND	(365,000)	-	-	-	-	-	-	-	-	(365,001)		
TRANSFERS TO DEBT SERVICE FD	(1,301,201)	(125,267)	(122,779)	(113,117)	(360,000)	(365,000)	(365,000)	(370,000)	-	(3,122,365)		
NET OTHER FINANCING SOURCES (USES)	(3,679,932)	(125,267)	(122,779)	(113,117)	935,620	2,334,485	(365,000)	(2,156,333)	(1,414,051)	(4,706,397)		
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER EXPENDITURES & OTHER USES	1,206,324	410,919	(31,355)	(1,019,228)	(393,950)	1,886,577	(73,205)	148,419	655,842	2,790,344		
FUND BALANCE AT BEGINNING OF YEAR	-	1,206,324	1,617,243	1,585,889	566,661	172,711	2,059,287	1,986,082	2,134,501			
FUND BALANCE AT YEAR END	$ 1,206,324	$ 1,617,243	$ 1,585,889	$ 566,661	$ 172,711	$ 2,059,287	$ 1,986,082	$ 2,134,501	$ 2,790,344			

***Through September 2023**

CITY OF BROWNSVILLE
CAPITAL PROJECTS FUND - FUND 45
PUBLIC PROPERTY FINANCE CONTRACTUAL OBLIGATIONS, SERIES 1992, $880,000 ISSUED ON APRIL 28, 1992
COMBINATION TAX & CERTIFICATES OF OBLIGATION, SERIES 1992, $2,330,000 ISSUED ON DECEMBER 8, 1992
STATEMENT OF REVENUES & EXPENDITURES
AND FUND BALANCES

	FY 91 - 15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023*	TOTAL ALL YEARS	DEBT ISSUED	VARIANCE-FAVORABLE (UNFAVORABLE
REVENUES :												
LOCAL, STATE & FED GRANT	$ 2,304,905	$ 2,233,965	$ -	$ 33,490	$ 53,338	$ 582,753	$ 894,526	$ 304,339	$ 241,349	$ 6,648,665		
INTEREST INCOME	362,027	574	953	8,594	7,024	4,891	7,191	13,087	31,641	$ 435,983		
FIRE DEPARTMENT RESPONSE REVENUE	41,003	-	-	-	-	-	-	-	-	$ 41,003		
TRADE IN	38,500	-	-	-	-	-	-	-	-	$ 38,500		
PROCEEDS FROM LEASE	3,033,533	-	998,672	-	-	-	15,800,000	-	-	$ 19,832,204		
PROCEEDS FROM NOTES	1,155,000	-	2,317,000	-	-	-	-	-	-	$ 3,472,000		
ANIMAL SHELTER	23,666	-	-	-	-	-	-	-	-	$ 23,666		
MISCELLANEOUS CONTRIBUTIONS / REVENUES	334,400	678,138	998,725	418,843	96,944	500,000	943,737	425,175	-	$ 4,395,962		
TOTAL REVENUES	7,293,034	2,912,677	4,315,349	460,927	157,306	1,087,644	17,645,454	742,602	272,991	34,887,984		
EXPENDITURES :												
ANIMAL CONTROL	34,098	-	-	-	-	-	-	-	-	34,098		
AREA MAINTENANCE	326,328	-	-	-	-	-	-	-	-	326,328		
CITY MANAGER	19,584	-	-	-	-	-	-	-	-	19,584		
CITY SECRETARY	13,099	-	-	-	-	-	-	-	-	13,099		
MIS	11,991	-	-	-	-	-	-	-	-	11,991		
ELECTRICAL SIGNALS	29,700	-	-	-	-	-	-	-	-	29,700		
EMS	504,285	-	-	-	-	-	-	-	-	504,285		
EMS - MACHINERY & EQUIPMENT	-	-	998,857	-	-	-	-	-	-	998,857		
ENGINEERING ADMIN	65,977	-	-	-	-	-	-	-	-	65,977		
EVENTS CENTER	202,257	-	-	-	-	-	-	-	18,995	221,252		
FINANCE DEPARTMENT	70,042	-	-	-	-	-	-	-	-	70,042		
FIRE ADMIN	24,316	-	-	-	-	-	-	-	-	24,316		
FIRE DEPT. COMMUNICATIONS PROJECT	224,871	-	-	-	-	-	-	-	-	224,871		
FIRE OPERATIONS	1,673,011	-	-	-	-	-	-	-	16,764	1,689,775		
FIRE OPERATIONS - ALTON GLOOR STATION	746,593	-	-	-	-	-	-	-	-	746,593		
LANDFILL	2,783,581	-	-	-	-	-	-	-	-	2,783,581		
HEALTH	38,095	-	-	-	-	-	-	-	-	38,095		
HEALTH INSPECTIONS	475	-	-	-	-	-	-	-	-	475		
INSPECTIONS	61,189	-	-	-	-	-	-	-	-	61,189		
LANDFILL IMPROVEMENT PROJ. - CLOSURE	1,002,061	-	-	-	-	-	-	-	-	1,002,061		
LANDFILL UPGRADE	6,500	-	-	-	-	-	-	-	-	6,500		
LANDFILL - ENTRANCE RELOCATION	4,820	-	-	-	-	-	-	-	-	4,820		
LANDFILL - CAPITAL ACQUISITIONS	-	-	2,317,000	-	-	-	-	-	-	2,317,000		
LIBRARY - MAIN & SOUTHMOST BRANCH	74,064	-	-	-	-	-	-	-	-	74,064		
LIBRARY - SOUTHMOST LIBRARY DOME	238,672	-	-	-	-	-	-	-	-	238,672		
MARKET SQUARE RENOVATION	131,132	-	-	-	-	-	-	-	-	131,132		
PARKS	380,809	-	-	-	-	-	-	-	-	380,809		
PERSONNEL	11,956	-	-	-	-	-	-	-	-	11,956		
PEST CONTROL	73,238	-	-	-	-	-	-	-	-	73,238		
PUBLIC HEALTH ADMIN.	59,598	-	-	-	-	-	-	-	-	59,598		
PUBLIC WORKS ADMIN.	9,351	-	-	-	-	-	-	-	-	9,351		
PW - FEDERAL ERATE GRANT	649,770	107,163	10,645	-	-	-	-	-	-	767,579		
PURCHASING	9,496	-	-	-	-	-	-	-	-	9,496		
RECYCLING	58,233	-	-	-	-	-	-	-	-	58,233		
SWIMMING POOLS	280,195	-	-	-	-	-	-	-	-	280,195		
TRAFFIC ADMIN.	2,231	-	-	-	-	-	-	-	-	2,231		
TRAFFIC SIGNALS	170,171	-	-	314,350	-	-	-	57,625	218,153	760,299		
ADA POLICE STATION CONSTRUCTION	20,961	-	-	-	-	-	-	-	-	20,961		
ADA IMPROVEMENT PROJECT - CITY	231,563	-	-	-	-	-	-	-	-	231,563		
ANIMAL SHELTER - STILLMAN DONATION	237,747	-	-	-	-	-	-	-	-	237,747		
NEW LINCOLN PARK (PHASE I)	1,895,356	-	-	-	-	-	-	-	-	1,895,356		
TEXAS TRAIL OF TREES PARK	269,430	-	-	-	-	-	-	-	-	269,430		
DEAN PORTER PARK REDEVELOPMENT	933,277	-	-	-	-	-	-	-	-	933,277		
GP ZOO-SOUTH TEXAS DISCOVERY CENTER	660,994	-	-	-	-	-	-	-	-	660,994		
HERITAGE DISTRICT	14,000	-	-	-	-	-	-	-	-	14,000		
HISTORIC WEST BROWNSVILLE	15,000	-	-	-	-	-	-	-	-	15,000		
CUETO BUILDING ACQUISITION	520,587	-	-	-	-	-	-	-	-	520,587		
CUETO BUILDING PARKING LOT	155,000	-	-	-	-	-	-	-	-	155,000		
DOWNTOWN BUILDING APPRAISALS	10,500	-	-	-	-	-	-	-	-	10,500		
PROPERTY ACQUISITIONS	496,691	-	-	-	-	-	-	-	-	496,691		
PARKS & RECREATION - FY 03 4B	1,606,216	-	-	-	-	-	-	-	-	1,606,216		
PARKS & RECREATION - FY 04 4B	1,500,462	-	-	-	-	-	-	-	-	1,500,462		
PARKS & RECREATION - FY 05 4B	649,281	-	-	-	-	-	-	-	-	649,281		
PARKS & RECREATION - FY 06 4B	380,951	-	-	-	-	-	-	-	-	380,951		
PARKS & RECREATION - FY 07 4B	426,490	-	-	-	-	-	-	-	-	426,490		
PARKS & RECREATION - FY 08 4B	90,977	-	-	-	-	-	-	-	-	90,977		
PARKS & RECREATION - FY 09 4B	71,372	-	-	-	-	-	-	-	-	71,372		
PARKS & RECREATION - FY 10 4B	69,057	-	-	-	-	-	-	-	-	69,057		
PARKS & RECREATION - FY 11 4B	455,303	-	-	-	-	-	-	-	-	455,303		
PARKS & RECREATION - FY 12 4B	56,318	-	-	-	-	-	-	-	-	56,318		
PARKS & RECREATION - FY 13 4B	64,662	-	-	-	-	-	-	-	-	64,662		
BCC DETENTION POND	617,668	-	-	-	-	-	-	-	-	617,668		
CAMILLE PLAYHOUSE	100,000	-	-	-	-	-	-	-	-	100,000		
CHILDRENS MUSEUM	5,559	-	-	-	-	-	-	-	-	5,559		
NORTH HERITAGE DISTRICT	10,000	-	-	-	-	-	-	-	-	10,000		
SPORTS PARK - BMX COURSE	3,636	-	-	-	-	-	-	-	-	3,636		
SPORTS PARK FURNITURE & EQUIPMENT	1,080,001	-	-	-	-	-	-	-	-	1,080,001		
SPORTS PARK I - DOME	2,785,087	2,912,739	-	-	-	-	-	-	-	5,697,826		
TEXAS HISTORICAL COMM GRANT	9,500	-	-	-	-	-	-	-	-	9,500		
WORLD BIRDING CENTER	127,793	-	-	-	-	-	-	-	-	127,793		
YTURRIA - VETERANS PARK	90,873	-	-	-	-	-	-	-	-	90,873		
PALO ALTO - EDA PROJECT	1,064,189	-	-	-	-	-	-	-	-	1,064,189		
PETSMART CHARITIES GRANT	14,464	-	-	-	-	-	-	-	-	14,464		
PRESERVE AMERICA	133,646	-	-	-	-	-	-	-	-	133,646		
EDA - TITAN	891,690	-	-	-	-	-	-	-	-	891,690		
STREETS/PATCHING	540,773	-	-	-	-	-	-	-	-	540,773		
STREETS/DRAINAGE	255,145	-	-	-	-	-	-	-	-	255,145		
SECO RENEWABLE ENERGY GRANT	236,600	-	-	-	-	-	-	-	-	236,600		
TX A&M LID GRANT	177,105	-	-	-	-	-	-	-	-	177,105		
MITTE CULTURE DIST MASTER PLAN	84,630	-	-	-	-	-	-	-	-	84,630		
BIKE BARN IMPROVEMENTS	26,162	-	-	-	-	-	-	-	-	26,162		
BATTLEFIELD TRAIL IMPROV. PROJECT	7,640	58,527	6,605	-	-	-	-	-	-	72,772		
HISTORIC ARCH DESIGN GUIDELINES	7,920	-	-	-	-	-	-	-	-	7,920		
MARKET SQUARE REVITALIZATION	-	771,046	2,044,649	510,366	-	-	-	-	163,559	3,489,621		
MARKET SQUARE DOME IMPROVEMENT PROJ.	-	15,050	191,970	25,220	-	-	-	-	-	232,240		

CITY OF BROWNSVILLE
CAPITAL PROJECTS FUND - FUND 45
PUBLIC PROPERTY FINANCE CONTRACTUAL OBLIGATIONS, SERIES 1992, $880,000 ISSUED ON APRIL 28, 1992
COMBINATION TAX & CERTIFICATES OF OBLIGATION, SERIES 1992, $2,330,000 ISSUED ON DECEMBER 8, 1992
STATEMENT OF REVENUES & EXPENDITURES
AND FUND BALANCES

	FY 91 - 15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023*	TOTAL ALL YEARS	DEBT ISSUED	VARIANCE-FAVORABLE (UNFAVORABLE
HEALTH-BVILLE RESOURCE CTR	-	-	147,789	77,211	-	-	-	-	-	225,000		
RTC BATTLEFIELD TRAIL EXTENSION	-	-	-	33,490	52,771	848,066	377,244	-	-	1,311,571		
MSD DTOWN BEAUTIFICATION	-	-	-	-	25,000	-				25,000		
TRAINING FIELD RENOVATION PROJ.	-	-	-	-	67,000	-				67,000		
1045 E. WASHINGTON ST.	-	-	-	-	115,026	9,778				124,804		
TP&W - BROWNSVILLE SENIOR CENTER	-	-	-	-	567	19,577	503,937	-	28,364	552,445		
FIRE STATION IMPROVEMENTS.	-	-	-	-	-	-	3,000	9,296	-	12,296		
RUBEN GTZ MEMORIAL FIRING RANGE	-	-	-	-	-	-	27,098	11,423	105,196	143,716		
PRIOR PERIOD ADJUSMENTS	50,000	-	-	-	-	-				50,000		
FIRE - PERSONAL SAFETY SUPPLIES	-	-	-	-	-	-	64,280	-	-	64,280		
TXDOT LOCAL PARTICPATION	-	-	-	-	-	-	99,427	-	-	99,427		
GENERAL SERVICES & CONTINGENCIES	-	-	51,445	137,660	2,800	73,825	392,854	1,676,339	4,500,543	6,835,466		
TOTAL EXPENDITURES	32,299,392	3,923,265	5,773,241	1,281,246	263,164	951,247	1,467,839	1,754,682	5,051,574	52,765,650	3,055,574	(49,710,076)
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(25,006,359)	(1,010,587)	(1,457,892)	(820,320)	(105,858)	136,397	16,177,616	(1,012,080)	(4,778,584)	(17,877,665)		
OTHER FINANCING SOURCES (USES):												
C.O. PROCEEDS- SERIES 1992	2,330,000	-	-	-	-	-	-	-	-	2,330,002		
NOTE PROCEEDS	-	-	-	-	1,000,000	-				1,000,002		
DEBT PROCEEDS	-	-	-	-	23,725,000	-				23,725,002		
COST OF ISSUANCE - C.O.'S	(69,646)	-	-	-	(409,687)	-	-	-	-	(479,331)		
UNDERWRITERS DISCOUNT	-	-	-	-	(163,219)	-				(163,217)		
FUND 67 FOR GROUNDS EQUIP. AT BGRC	(34,426)	-	-	-	-	-	-	-	-	(34,424)		
SERIES 1992	880,000	-	-	-	-	-	-	-	-	880,002		
ASSISTANCE TO FIREFIGHTERS GRANT	687,388	-	-	-	-	-	-	-	-	687,390		
BCIC CONST. - GREENS DIVISION	84,349	-	-	-	-	-	-	-	-	84,351		
BROWNSVILLE NAVIGATION DISTRICT	65,000	-	-	-	-	-	-	-	-	65,002		
EDA-TITAN	445,553	-	-	-	-	-	-	-	-	445,555		
EDA-TITAN LOCAL SHARE	496,067	-	-	-	-	-	-	-	-	496,069		
PALO ALTO-PUB	624,248	-	-	-	-	-	-	-	-	624,250		
PALO ALTO-EDA	420,000	-	-	-	-	-	-	-	-	420,002		
TRANSFER FROM GENERAL FUND	4,083,306	1,824,406	180,860	241,250	250,000	277,000	1,001,054	543,643	2,944,455	11,345,976		
TRANSFER FROM COMM DEV PROG FUND	1,596,652	688,177	-	-	-	-	-	-	-	2,284,831		
TRANSFER FROM STREETSCAPE PROJ. FUND	-	244,893	-	-	-	-	-	-	-	244,895		
TRANSFER FROM M.V.P.S. FUND	-	98,123	-	-	-	-	-	-	-	98,125		
TRANSFER FROM 2001 C.O. FUND	5,044	-	-	-	-	-	-	-	-	5,046		
TRANSFER FROM WATER BOARD FUND	59,014	-	-	-	-	-	-	-	-	59,016		
TRANSFER TO AIRPORT CONTRUCTION III FUND	-	-	-	-	(25,000,000)	-	-	-	-	(24,999,998)		
TRANSFER TO 2008 TAX NOTE FUND	-	-	-	-	(791,150)	-	(15,800,000)	-	-	(16,591,148)		
STATE REVENUE (TXDOT PHASE I)	1,544,022	-	-	-	-	-	-	-	-	1,544,024		
BEAUTIFICATION COMMITTEE CONTRIBUTION	50,127	-	-	-	-	-	-	-	-	50,129		
BCIC - PARKS & REC. CONTRIBUTION	4,626,302	-	-	-	-	-	-	-	-	4,626,304		
LAND DEVELOPER CONTRIBUTION	49,280	-	-	-	-	-	-	-	-	49,282		
LIBRARY FOUNDATION CONTRIBUTION	60,000	-	-	-	-	-	-	-	-	60,002		
PETSMART CHARITIES GRANT	35,000	-	-	-	-	-	-	-	-	35,002		
P.I.D. CONTRIBUTION	20,000	-	-	-	-	-	-	-	-	20,002		
P.U.B. - WEST 13TH STREET	290,000	-	-	-	-	-	-	-	-	290,002		
TEXAS HISTORICAL COMMISSION	23,724	-	-	-	-	-	-	-	-	23,726		
PARKS & WILDLIFE GRANT	649,280	-	-	-	-	-	-	-	-	649,282		
NEW LINCOLN PARK - LIGHTING	273,633	-	-	-	-	-	-	-	-	273,635		
BVILLE N LITTLE MISS KICKBALL	10,221	-	-	-	-	-	-	-	-	10,223		
SPORTS PARK EQUIPMENT REIMBURSEMENT	2,304,072	-	-	-	-	-	-	-	-	2,304,074		
STILLMAN GIFT/ANIMAL SHELTER	125,133	-	-	-	-	-	-	-	-	125,135		
TXDOT LINEAR PARK REFUND	606,044	-	-	-	-	-	-	-	-	606,046		
BISD - LINEAR PARK SIGNAL	51,025	-	-	-	-	-	-	-	-	51,027		
BCIC CONSTRUCTION - GREENS DIVISION	90,325	-	-	-	-	-	-	-	-	90,327		
4B CONT. (BCC DT-LK VOL)	1,451,486	-	-	-	-	-	-	-	-	1,451,488		
CAMERON CO - EMERG COMM PROJ	224,871	-	-	-	-	-	-	-	-	224,873		
PRESERVE AMERICA GRANT	132,870	-	-	-	-	-	-	-	-	132,872		
PD CHIEF'S BENEFIT GOLF TOURNAMENT	10,000	-	-	-	-	-	-	-	-	10,002		
UTB/TSC UNIVERSITY BLVD. SIGNAL	165,559	-	-	-	-	-	-	-	-	165,561		
VETERAN'S PARK - PRIVATE DONATIONS	24,042	-	-	-	-	-	-	-	-	24,044		
VETERAN'S PARK - F. YTURRIA CONTRIBUTION	52,323	-	-	-	-	-	-	-	-	52,325		
RESIDUAL EQUITY TRANSFER OUT TO	-									2		
FUND 49 FOR AIRPORT ADA COMPLIANCE	(120,000)	-	-	-	-	-	-	-	-	(119,998)		
PRIOR PERIOD ADJUSTMENTS	100,000	-	-	-	-	-	-	-	-	100,002		
NET OTHER FINANCING SOURCES (USES)	25,309,238	2,855,599	180,860	241,250	250,000	277,000	(14,798,946)	543,643	2,944,455	17,703,205		
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER EXPENDITURES & OTHER USES	302,899	1,845,012	(1,277,032)	(579,070)	144,142	413,397	1,378,670	(468,437)	(1,834,129)	(74,548)		
FUND BALANCE AT BEGINNING OF YEAR	-	302,899	2,147,910	870,879	291,809	435,951	849,348	2,237,807	1,769,369			
FUND BALANCE AT YEAR END	$ 302,899	$ 2,147,910	$ 870,879	$ 291,809	$ 435,951	$ 849,348	$ 2,237,807	$ 1,769,369	$ (64,759)			

***Through September 2023**

CITY OF BROWNSVILLE, TEXAS
SERIES 2007, AIRPORT C. O. FUND - FUND 51
STATEMENT OF REVENUES AND EXPENDITURES
AND FUND BALANCES

	FY 07-15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023*	TOTAL ALL YEARS	DEBT ISSUED	VARIANCE - FAVORABLE (UNFAVORABLE)
REVENUES:												
INTEREST INCOME	$ 258,612	$ 726	$ 1,744	$ 4,042	$ 480,501	$ 190,228	$ 10,280	$ 4,715	$ 0	$ 950,850		
MISCELLANEOUS	-	-	-	-	-	-	-	-	-	$ -		
TOTAL REVENUES	258,612	726	1,744	4,042	480,501	190,228	10,280	4,715	0	950,850		
EXPENDITURES :												
TAXIWAY/RUNWAY EXTENSION	-	-	-	-	-	-	-	-	-	-	9,605,000	9,605,000
TERMINAL BUILDING CONST.	-	-	-	1,319,508	6,239,336	15,600,065	310,703	(38,658)	-	23,430,953		
INSURANCE PREMIUM	-	-	-	-	-	-	-	-	-	-		-
COST OF ISSUANCE	256,998	-	-	-	192,725	-	-	-	-	449,724		(449,724)
DEFEASANCE COSTS	348,941	-	-	-	-	-	-	-	-	348,941		(348,941)
C. O. INTEREST EXPENSE	453,779	-	-	-	-	-	-	-	-	453,779		(453,779)
TAX NOTE INTEREST EXPENSE	-	-	-	-	-	-	-	-	-	-		
UNDERWRITER'S DISCOUNT	-	-	-	-	163,219	-	-	-	-	163,219		(163,219)
ORIGINAL ISSUE DISCOUNT	-	-	-	-	-	-	-	-	-	-		-
TOTAL EXPENDITURES	1,059,718	-	-	1,319,508	6,595,280	15,600,065	310,703	(38,658)	-	24,846,616	9,605,000	8,189,337
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(801,106)	726	1,744	(1,315,465)	(6,114,779)	(15,409,836)	(300,423)	43,373	0	(23,895,766)		
OTHER FINANCING SOURCES (USES):												
DEBT PROCEEDS	-	-	-	-	23,725,000	-	-	-	-	23,725,000		
BOND PREMIUM	-	-	-	-	1,639,057	-	-	-	-	1,639,057		
TXDOT - EXPRESSWAY 77/83 ROW	-	-	-	-	-	-	-	-	-	-		
TRANSFER FROM FUND 49	1,057,436	-	-	-	-	-	-	-	-	1,057,436		
TRANSFER TO 2000 C.O. FUND	-	-	-	-	-	-	-	-	-	-		
TRANSFER TO 2001 C.O. FUND	-	-	-	-	-	-	-	-	-	(2,525,720)		
NET OTHER FINANCING SOURCES (USES	1,057,436	-	-	-	24,068,436	(1,230,100)	-	-	-	21,370,053		
EXCESS DEFICIENCY OF REVENUES AND OTHER SOURCES OVER EXPENDITURES & OTHER USES	256,330	726	1,744	(1,315,465)	17,953,657	(16,639,936)	(300,423)	43,373	0	6		
FUND BALANCE AT BEGINNING OF YEAR	-	256,330	257,056	258,800	(1,056,665)	16,896,992	257,056	(43,367)	6			
FUND BALANCE AT YEAR END	$ 256,330	$ 257,056	$ 258,800	$ (1,056,665)	$ 16,896,992	$ 257,056	$ (43,367)	$ 6	$ 6			

***Through September 2023**

CITY OF BROWNSVILLE, TEXAS
SERIES 1999, AIRPORT C. O. FUND - FUND 53
STATEMENT OF REVENUES AND EXPENDITURES
AND FUND BALANCES

	FY 99 - 15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023*	TOTAL ALL YEARS	DEBT ISSUED	VARIANCE - FAVORABLE (UNFAVORAB
REVENUES :												
INTEREST INCOME	$ 505,866	$ 3,199	$ 7,228	$ 4,253	$ 632	$ 520	$ 464	$ 469	$ 1,214	$ 523,844		
TAXIWAY G GRANT 32-07	-	-	-	-	-	-	-	-	-	-		
EDA GRANT 08-01-04733	-	-	-	1,000,000	-	-	-	-	-	1,000,000		
MISCELLANEOUS	-	-	-	-	-	-	-	-	-	-		
TOTAL REVENUES	505,866	3,199	7,228	1,004,253	632	520	464	469	1,214	1,523,844		
EXPENDITURES :												
SERIES 1998 C. O. EXPENDITURES												
AIRPORT TERMINAL RENOVATION	2,795,241	-	-	-	-	-	-	-	-	2,795,241	2,500,000	(295,241)
AIRPORT OVERLAY	-	-	-	-	-	-	-	-	-	-		-
ACCOUNT RESERVED	-	-	-	-	-	-	-	-	-	-		-
BAGGAGE CONVEYOR SYSTEM	207,713	-	-	-	-	-	-	-	-	207,713		(207,713)
PROFESSIONAL SERVICES - H. SMALL STRUCTURAL ENGINEERING SERVICES	- 5,250	-	-	-	-	-	-	-	-	- 5,250		- (5,250)
INT. NOTE - HORACE SMALL / V.F. APPAREL	461,763	-	-	-	-	-	-	-	-	461,763		(461,763)
INT. NOTE - NEOPLAN	58,840	-	-	-	-	-	-	-	-	58,840		(58,840)
CONST. SERVICES - MORECO	4,574	-	-	-	-	-	-	-	-	4,574		(4,574)
SERIES 2000 C. O. EXPENDITURES										-		
MACHINERY & EQUIPMENT	118,198	-	-	-	-	-	-	-	-	118,198		(118,198)
AIRPORT RESTORATIONS	28,535	-	-	-	-	-	-	-	-	28,535		(28,535)
AIRPORT IMPROVEMENTS EQUIPMENT	279,202	-	-	-	-	-	-	-	-	279,202		(279,202)
AIRPORT IMPROVEMENTS PROF. SERVICES	45,465	-	-	-	-	-	-	-	-	45,465		(45,465)
SCREENING AREA	3,398	-	-	-	-	-	-	-	-	3,398		(3,398)
ADA REPAIRS	8,500	-	-	-	-	-	-	-	-	8,500		(8,500)
HANGAR ROOF REPAIRS	49,910	-	-	-	-	-	-	-	-	49,910		(49,910)
REPLACE ROLLIN'S BUILDING	80,285	-	-	-	-	-	-	-	-	80,285		(80,285)
SERIES 2001 C. O. EXPENDITURES										-		
MISCELLANEOUS SERVICES	300	-	-	-	-	-	-	-	-	300		(300)
AIR CARGO FACILITY EXPANSION	13,000	-	-	-	-	-	-	-	-	13,000		(13,000)
LAND	310,446	-	-	-	-	-	-	-	-	310,446		(310,446)
SERIES 2002 G. O. EXPENDITURES										-		
MACHINERY & EQUIPMENT	30,041	-	-	-	-	-	-	-	-	30,041	-	(30,041)
SERIES 2004 C. O. EXPENDITURES												
AIRPORT RUNWAY EXTENSION	950,884	-	-	-	-	-	-	-	-	950,884		(950,884)
AIRPORT OVERLAY	5,788	-	-	-	-	-	-	-	-	5,788		(5,788)
AIRPORT IMPROVEMENTS EQUIPMENT	7,887	-	-	-	-	-	-	-	-	7,887		(7,887)
RUNWAYS LAND	461,025	-	-	-	-	-	-	-	-	461,025		(461,025)
SERIES 2004 G. O. EXPENDITURES										-		
AIRPORT IMPROVEMENTS EQUIPMENT	277,042	-	-	-	-	-	-	-	-	277,042		(277,042)
AIRPORT OVERLAY	1,084,683	-	-	-	-	-	-	-	-	1,084,683		(1,084,683)
AIRPORT IMPROVEMENTS PARKING LOT	149,094	-	-	-	-	-	-	-	-	149,094		(149,094)
SERIES 2007 C.O. EXPENDITURES										-		
JOHNSON ELECTRIC BUILDING	658,000	-	-	-	-	-	-	-	-	658,000		(658,000)
SERIES 2012 C.O. EXPENDITURES										-		
DUAL CUSTOMS HANGAR - PROF. SERV.	243,666	-	0	8,034	1,299	16,097	-	-	-	269,095		(269,095)
DUAL CUSTOMS HANGAR CONST.	-	-	-	885,061	-	-	-	-	-	885,061		
	15,558	-	34,500	23,580	-	-	-	-	-	73,638		(73,638)
*Through September 2023	-	-	-	873,959	-	-	-	-	-	873,959		
	80,305	-	-	-	-	-	-	-	-	80,305	60,000	(20,305)
TOTAL EXPENDITURES	8,434,590	-	34,500	1,790,634	1,299	16,097	-	-	-	10,277,119	2,560,000	(5,958,099)
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(7,928,724)	3,199	(27,272)	(786,381)	(667)	(15,576)	464	469	1,214	(8,753,275)		
OTHER FINANCING SOURCES (USES):												
C.O. PROCEEDS- SERIES 1998	2,560,000	-	-	-	-	-	-	-	-	2,560,000		
C.O. CONTRIBUTION - LOCAL MATCH	20,305	-	-	-	-	-	-	-	-	20,305		
GBIC - HORACE SMALL PROJECT	442,674	-	-	-	-	-	-	-	-	442,674		
BCIC CONTRIBUTION - CAF ROOFING	24,955	-	-	-	-	-	-	-	-	24,955		
CAPITAL CONTRIBUTIONS	3,610,078	-	-	-	-	-	-	-	-	3,610,078		
ASSET TRANSFERS - AIRPORT CONSTRN. FUND	(60,000)	-	-	-	-	-	-	-	-	(60,000)		
ASSET TRANSFERS - 2012 C. O. FUND	1,100,000	-	-	-	-	-	-	-	-	1,100,000		
NET OTHER FINANCING SOURCES (USES)	7,698,012	-	-	-	-	-	-	-	-	7,698,012		
EXCESS DEFICIENCY OF REVENUES AND OTHER SOURCES OVER EXPENDITURES & OTHER USES	(230,712)	3,199	(27,272)	(786,381)	(667)	(15,576)	464	469	1,214	50,328		
FUND BALANCE AT BEGINNING OF YEAR	-	874,879	878,077	850,806	64,425	63,758	48,182	48,646	49,114			
RESIDUAL EQUITY TRANSFER IN:												
2000 C.O. BOND FUND	400,145	-	-	-	-	-	-	-	-	400,145		
AIRPORT FUND	300,000	-	-	-	-	-	-	-	-	300,000		
2001 C.O. FUND	310,446	-	-	-	-	-	-	-	-	310,446		
2002 G. O. FUND	95,000	-	-	-	-	-	-	-	-	95,000		
FUND BALANCE AT YEAR END	$ 874,879	$ 878,077	$ 850,806	$ 64,425	$ 63,758	$ 48,182	$ 48,646	$ 49,114	$ 50,328			

***Through September 2023**

CITY OF BROWNSVILLE, TEXAS
SERIES 2008 C. O. FUND - FUND 82
STATEMENT OF REVENUES AND EXPENDITURES
AND FUND BALANCES

	FY 08-15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023*	TOTAL ALL YEARS	DEBT ISSUED	VARIANCE - FAVORABLE (UNFAVORABLE)
REVENUES :												
MISCELLANEOUS	$ -	$ -	$ -	$ -	$ -	$ -	$ 77,077	$ -	$ 41,201	$ 118,278		
INTEREST INCOME	316,522	1,133	1,788	4,016	12,078	6,038	673	1,973	10,704	$ 354,925		
TX DOT PROJECT BALANCE REFUND	3,897	-	-	-	-	-	-	-	-	$ 3,897		
TOTAL REVENUES	320,418	1,133	1,788	4,016	12,078	6,038	77,750	1,973	51,906	477,100		
EXPENDITURES :												
ENGINEERING ADMINISTRATION												
MOTOR VEHICLES	57,945	-	-	-	-	-	-	-	-	57,945	57,945	-
FIRE DEPARTMENT												
FIRE APPARATUS	-	-	-	-	-	-	-	-	-	-	-	-
FIRE TRUCKS	394,145	-	-	-	-	-	-	-	-	394,145	394,145	-
POLICE DEPARTMENT												
PERSONNEL SERVICES	1,398	-	-	-	-	-	-	-	-	1,398	1,398	-
TELEPHONE SYSTEM	299,828	-	-	-	-	-	-	-	-	299,828	299,828	-
PUBLIC WORKS PROJECTS												
511 PROJECT	60,882	-	-	-	-	-	-	-	-	60,882	60,882	-
MORRISON ROAD	1,500,902	-	20,000	-	(18,594)	-	-	-	-	1,502,308	1,520,902	18,594
PABLO KISEL ROAD	505,654	-	-	-	-	-	-	-	-	505,654	505,654	-
PERSONNEL SERVICES	43	-	-	-	-	-	-	-	-	43	43	-
STREET CONSTRUCTION	556,091	-	-	-	-	-	-	114,097	-	670,188	556,091	(114,097)
STREET MAINTENANCE	6,375,307	-	-	-	-	-	-	-	-	6,375,307	6,375,307	(0)
STREETS & DRAINAGE	1,122,863	-	-	-	-	-	450,244	-	-	1,573,107	1,122,863	(450,244)
COST OF ISSUANCE	91,186	-	-	-	-	-	-	-	-	91,186	91,186	-
UNDERWRITER'S DISCOUNT	96,845	-	-	-	-	-	-	-	-	96,845	96,845	-
INSURANCE PREMIUM	160,406	-	-	-	-	-	-	-	-	160,406	160,406	-
TOTAL EXPENDITURES	11,646,240	-	20,000	38,300	37,102	-	450,244	114,097	-	12,305,982	11,889,584	(416,399)
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(11,325,821)	1,133	(18,212)	(34,284)	(25,024)	6,038	(372,494)	(112,124)	51,906	(11,828,882)		
OTHER FINANCING SOURCES (USES):												
BOND PREMIUM	252,110	-	-	-	-	-	-	-	-	252,110		
TRANSFER TO MORRISON ROAD PID	(2,647,500)	-	-	-	-	-	-	-	-	(2,647,500)		
NET OTHER FINANCING SOURCES (USES)	12,949,610	(335,000)	(345,000)	(360,000)	-	-	-	-	-	11,909,610		
***Through September 2023**	1,623,788	(333,867)	(363,212)	(394,284)	(25,024)	6,038		(112,124)	51,906	1,043,129		
FUND BALANCE AT BEGINNING OF YEAR	-	1,623,788	1,879,829	1,516,617	1,122,333	1,097,309	1,103,347	1,103,347	618,730			
PRIOR PERIOD ADJUSTMENT:	-	589,908	-	-	-	-		372,494	-			
FUND BALANCE AT YEAR END	$ 1,623,788	$ 1,879,829	$ 1,516,617	$ 1,122,333	$ 1,097,309	$ 1,103,347	$ 1,103,347	$ 618,730	$ 670,635			

***Through September 2023**

Prior period adjustment in FY 2016 was due to recording of an advance receivable to PID Morrison.

CITY OF BROWNSVILLE, TEXAS
SERIES 2012 C. O. FUND - FUND 87
STATEMENT OF REVENUES AND EXPENDITURES
AND FUND BALANCES

	FY 12-15	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023*	TOTAL	DEBT ISSUED	VARIANCE - FAVORABLE (UNFAVORAE
REVENUES :												
INTEREST INCOME	$ 22,799	$ 14,335	$ 29,181	$ 40,277	$ 30,258	$ 20,118	$ 1,581	$ 3,299	$ 21,135	$ 182,983		
GRANT FEMA-DR1791-368 SPORTS PARK	91,841	3,750	-	-	-	-	-	-	-	$ 95,591		
GRANT FEMA-DR1791-362 CENTRAL LIBRARY	278,652	-	-	-	-	-	-	-	-	$ 278,652		
GRANT FHA-FLH - GALVESTON TRAIL	9,135	167,912	-	-	-	-	-	-	-	$ 177,048		
MISC.	916,335	254,271	-	-	311,106	-	76,486	18,125	-	$ 1,576,322		
MISC.-SALE OF PROPERTY	449,640	-	-	-	-	-	-	-	-	$ 449,640		
TOTAL REVENUES	1,768,402	440,268	29,181	40,277	341,364	20,118	78,066	21,424	21,135	2,760,236		
EXPENDITURES :												
CASA NYLON PROPERTY	2,300,358	-	-	-	-	-	-	-	-	2,300,358	2,300,358	-
TX NATIONAL GUARD ARMORY	431,527	-	-	-	-	-	-	-	-	431,527	431,527	-
B-METRO MAINT YD BLDG IMPROVEMENTS	85,006	383,095	32,497	-	26,215	-	-	-	76,188	603,001	625,000	21,999
STREETS AND DRAINAGE PROJECTS	4,803,606	1,051,354	1,077,963	1,164,028	814,557	361,760	622,180	103,571	45,940	10,044,959	9,665,030	(193,460)
PUBLIC WORKS CAPITAL PROJECTS	-	-	-	-	2,100	-	-	-	-	2,100		
	-											
SPORTS PARK I DOME	620	20,370	-	-	-	-	-	-	-	20,990	20,990	-
SPORTS PARK II DOME	122,454	5,000	-	-	-	-	-	-	-	127,454	127,454	-
CENTRAL LIBRARY DOME	371,688	-	-	-	-	-	-	-	-	371,688	371,688	-
SOUTHMOST LIBRARY DOME	71,428	-	-	-	-	-	-	-	-	71,428	71,428	-
COST OF ISSUANCE	168,937	-	-	-	-	-	-	-	-	168,937	168,937	-
TOTAL EXPENDITURES	8,446,570	1,459,820	1,110,460	1,164,028	842,872	361,760	622,180	(103,571)	122,128	14,233,389	13,873,358	(171,462)
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(6,678,168)	(1,019,551)	(1,081,279)	(1,123,750)	(501,508)	(341,643)	(544,114)	124,996	(100,992)	(11,473,153)		
OTHER FINANCING SOURCES (USES):												
BOND PROCEEDS	11,275,000	-	-	-	-	-	-	-	-	11,275,000		
BOND PREMIUM	967,314	-	-	-	-	-	-	-	-	967,314		
TRANSFER TO DEBT SERVICE FUND	(449,640)	-	-	-	-	-	-	-	-	(449,640)		
NET OTHER FINANCING SOURCES (USES)	11,792,674	-	-	-	-	-	-	-	-	11,792,674		
EXCESS DEFICIENCY OF REVENUES AND OTHER SOURCES OVER EXPENDITURES & OTHER USES	5,114,506	(1,019,551)	(1,081,279)	(1,123,750)	(501,508)	(341,643)	(544,114)	124,996	(100,992)	627,656		
FUND BALANCE AT BEGINNING OF YEAR	-	5,114,506	4,094,955	3,013,675	1,889,925	1,388,417	1,046,774	502,661	627,656			
RESIDUAL EQUITY TRANSFER OUT:	-	-	-	-	-	-	-	-	-			
FUND BALANCE AT YEAR END	$ 5,114,506	$ 4,094,955	$ 3,013,675	$ 1,889,925	$ 1,388,417	$ 1,046,774	$ 502,661	$ 627,656	$ 526,664			

*Through September 2023

CITY OF BROWNSVILLE, TEXAS
SERIES 2015 C. O. FUND - FUND 89
STATEMENT OF REVENUES AND EXPENDITURES
AND FUND BALANCES

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL	DEBT ISSUED	VARIANCE - FAVORABLE (UNFAVORABLE)
REVENUES :												
INTEREST INCOME	$ 2,688	$ 7,547	$ 27,993	$ 46,365	$ 41,856	$ 19,629	$ 1,863	$ 2,882	$ 10,107	$ 160,929		
MISCELLANEOUS	-	-	139,044	-	-	-	-	-	-	$ 139,044		
TOTAL REVENUES	2,688	7,547	167,037	46,365	41,856	19,629	1,863	2,882	10,107	299,973		
EXPENDITURES :												
PARKS	32,247	384,153	-	-	-	-	-	-	-	416,400	1,227,360	810,960
TRAFFIC SIGNALS	104,580	195,334	-	110,227	146,565	-	-	-	-	556,706	556,706	(0)
FIRE/EMS VEHICLES	163,275	81,625	-	-	-	-	-	-	-	244,900	244,900	-
STEGMAN BLDG. RESTORATION	-	21,122	1,726,011	2,050,005	228,896	108,984	34,555	-	11,968	4,181,541	4,112,167	(69,374)
GLADYS PORTER ZOO	59,020	84,800	-	-	175,288	33,522	-	-	-	352,630	143,820	(208,810)
SOUTHMOST NATURE TRAIL	-	-	32,800	-	-	-	-	-	-	32,800	32,800	-
CHILDREN'S MUSEUM	-	-	-	-	56,006	553,757	153,838	-	-	763,601		
STREETS AND DRAINAGE PROJECTS		475,009	1,081,090	257,630	-	-	-	-	-	1,813,728	2,441,618	627,890
UNDERWRITER'S DISCOUNT	61,477	-	-	-	-	-	-	-	-	61,477	61,477	-
COST OF ISSUANCE	125,499	-	-	-	-	-	-	-	-	125,499	125,499	-
TOTAL EXPENDITURES	546,098	1,242,043	2,839,901	2,417,861	606,755	696,263	188,393	-	11,968	8,549,283	8,946,348	1,160,666
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(543,411)	(1,234,496)	(2,672,864)	(2,371,497)	(564,899)	(676,634)	(186,530)	2,882	(1,861)	(8,249,310)		
OTHER FINANCING SOURCES (USES):												
DEBT PROCEEDS	8,745,000	-	-	-	-	-	-	-	-	8,745,000		
BOND PREMIUM	568,258	-	-	-	-	-	-	-	-	568,258		
TRANSFER TO DEBT SERVICE FUND	-	-	-	-	-	-	-	-	-	-		
CAPITAL CONTRIBUTION FUND 65	(378,503)	(21,497)	(392,023)	(4,666)	-	-	-	-	-	(796,690)	(800,000)	(3,310)
NET OTHER FINANCING SOURCES (USES)	8,934,755	(21,497)	(392,023)	(4,666)	-	-	-	-	-	8,516,569		
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER EXPENDITURES & OTHER USES	8,391,344	(1,255,993)	(3,064,887)	(2,376,163)	(564,899)	(676,634)	(186,530)	2,882	(1,861)	267,259		
RESIDUAL EQUITY TRANSFER OUT:	-	-	-	-	-	-	-	-	-			
FUND BALANCE AT YEAR END	$ 8,391,344	$ 7,135,351	$ 4,070,464	$ 1,694,301	$ 1,129,402	$ 452,768	$ 266,238	$ 269,120	$ 267,259			

*Through September 2023

CITY OF BROWNSVILLE, TEXAS
2016 CO FUND - FUND 801
STATEMENT OF REVENUES AND EXPENDITURES
AND FUND BALANCES

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023*	TOTAL	DEBT ISSUED**	VARIANCE - FAVORABLE (UNFAVORABLE)
REVENUES :											
INTEREST INCOME	$ 6,821	$ 40,078	$ 57,550	$ 59,876	$ 35,016	$ 16,107	$ 17,785	$ 38,612	$ 271,846		
MISCELLANEOUS	-	-	154,647	-	-	-	-	-	154,647		
TOTAL REVENUES	6,821	40,078	212,197	59,876	35,016	16,107	17,785	38,612	426,493		
EXPENDITURES :											
MINOR TOOLS AND EQUIP. (POLICE OP.)	-	122,663	-	-	-	-	-	-	122,663	122,663	-
INF. TECHNOLOGY UPGRADE (MIS)	31,614	1,001,453	105,389	290,012	71,247	-	-	-	1,499,715	1,500,000	285
INF. TECHNOLOGY UPGRADE (POLICE OP.)	80,815	297,416	11,038	77,348	33,384	-	-	-	500,001	500,001	0
MOTOR VEHICLES	462,997	2,313,980	52,360	29,878	-	-	-	-	2,859,216	2,856,338	(2,878)
MACHINERY & EQUIPMENT	-	-	-	-	-	269,310	-	-	269,310	90,000	(179,310)
TRAFFIC SIGNALS	56,464	300,334	241,524	147,848	-	-	-	-	746,170	749,998	3,828
B-METRO MAINT. YARD BLDG. IMPROV.	407,640	1,053,499	27,441	-	-	-	-	-	1,488,580	1,500,002	11,422
CITY BUILDING ROOF REPLACEMENT	-	-	-	-	-	-	-	467,403	467,403	175,000	(292,403)
POLICE STATION ROOF REPLACEMENT	-	-	38,548	481,484	-	-	-	-	520,032	325,000	(195,032)
CITY LIBRARY RENOVATION	-	-	-	-	-	-	976,776	682,750	1,659,526	-	(1,659,526)
STREETS & DRAINAGE PROJECTS	-	1,503,333	1,151,490	-	-	1,043	-	-	2,655,865	5,028,886	2,373,021
UNDERWRITER'S DISCOUNT	81,591	-	-	-	-	-	-	-	81,591	81,591	0
COST OF ISSUANCE	160,631	(4,087)	-	-	-	-	-	-	156,543	156,543	-
TOTAL EXPENDITURES	1,281,751	6,588,592	1,627,790	1,026,571	104,630	270,353	976,776	1,150,153	13,026,615	13,086,023	59,407
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(1,274,930)	(6,548,514)	(1,415,594)	(966,695)	(69,614)	(254,246)	(958,991)	(1,111,540)	(12,600,123)		
OTHER FINANCING SOURCES (USES):											
DEBT PROCEEDS	11,640,000	-	-	-	-	-	-	-	11,640,000		
BOND PREMIUM	1,152,222	-	-	-	-	-	-	-	1,152,222		
TRANSFER TO DEBT SERVICE FUND	-	-	-	-	-	-	-	-	-		
CAPITAL CONTRIBUTION FUND 65	-	-	-	-	-	-	-	-	-		
NET OTHER FINANCING SOURCES (USES)	12,792,222	-	-	-	-	-	-	-	12,792,222		
EXCESS (DEFICIENCY) OF REVENUES EXPENDITURES & OTHER USES	11,517,292	(6,548,514)	(1,415,594)	(966,695)	(69,614)	(254,246)	(958,991)	(1,111,540)	192,099		
RESIDUAL EQUITY TRANSFER OUT:	-	-	-	-	-	-	-	-			
	$ 11,517,292	$ 4,968,778	$ 3,553,184	$ 2,586,490	$ 2,516,876	$ 2,262,630	$ 1,303,639	$ 192,099			

*Through September 2023

CITY OF BROWNSVILLE, TEXAS
2017 CO FUND - FUND 803
STATEMENT OF REVENUES AND EXPENDITURES
AND FUND BALANCES

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL	DEBT ISSUED	VARIANCE - FAVORABLE (UNFAVORABLE)
REVENUES:										
INTEREST INCOME	$ -	$ 87,441	$ 496,509	$ 147,565	$ 41,674	$ 31,181	$ 131,555	$ 935,925		
MISCELLANEOUS	-	-	118,710	268,999	815,726	$ 28,429	476,370	1,708,234		
TOTAL REVENUES	-	87,441	615,219	416,564	857,401	$ 59,609	607,925	2,644,159		
EXPENDITURES:										
CENTRAL LIBRARY RENOVATION	-	-	-	-	-	$ -	-	-	4,000,000	4,000,000
PARKS IMPROVEMENTS										
MONTE BELLA PARK - FITNESS COURT	-	80,000	742	-	-	$ -	-	80,742		
POOL IMPROVEMENTS	4,808	-	261,332	841,206	65,229	$ -	-	1,172,575		
PLAYGROUND EQUIPMENT	-	292,108	116,312	65,325	-	$ -	-	473,745		
BIKE BARN RESTROOM	-	-	-	97,801	1,325	$ -	-	99,126		
WEST BVILLE LITTLE LEAGUE	-	-	168,447	37,685	3,936	$ -	-	210,069		
RESTROOM REPAIRS	-	-	1,855	15,785	78,827	$ -	23,216	119,683		
FENCING REPAIRS	-	-	-	44,620	113,952	$ 7,375	-	165,947		
									2,017,497	(304,391)
STREETS & DRAINAGE IMPROVEMENTS	-	24,521	1,200,678	2,953,599	3,502,478	$ 1,190,203	406,538	9,278,017	5,050,034	(4,227,983)
POLICE STATION CHILLERS/PLUMBING	-	15,200	24,056	475,778	40,207	$ -	-	555,241	580,000	24,759
B-METRO TIGER GRANT	-	-	-	1,553,226	-	$ -	84,883	1,638,109	3,667,503	2,029,394
LANDFILL IMPROVEMENTS	-	-	2,249,992	60,718	14,757	$ -	-	2,325,467	2,034,675	(290,792)
GLADYS PORTER ZOO	-	-	-	282,689	76,982	$ 48,130	40,800	448,601		
TWDB CWSRF	-	-	-	-	202,894	$ 260,503	22,590	485,987		(485,987)
OTHER UNREALIZED GAIN	-	-	-	-	-	$ 2,089	-	2,089		(2,089)
UNDERWRITERS DISCOUNT	-	102,418	-	-	-	$ -	822	103,240	102,418	(822)
COSTS OF ISSUANCE	-	168,978	-	-	-	$ -	-	168,978	168,978	-
TOTAL EXPENDITURES	4,808	683,225	4,023,414	6,428,433	4,100,587	$ 1,508,300	578,849	17,327,616	17,621,105	742,089
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(4,808)	(595,784)	(3,408,195)	(6,011,869)	(3,243,187)	$ (1,448,691)	29,075	(14,683,457)		
DEBT PROCEEDS	-	15,320,000	-	-	-	$ -	-	15,320,000		
BOND PREMIUM	-	2,220,231	-	-	-	$ -	-	2,220,231		
TRANSFER TO DEBT SERVICE FUND	-	-	-	-	-	$ -	-	-		
TRANSFER TO PUBLIC TRANSIT FUND	-	-	-	-	(16,258)	$ (13,350)	-	(29,608)		
NET OTHER FINANCING SOURCES (USES)	-	17,540,231	-	-	(16,258)	$ (13,350)	-	17,510,622		
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER	(4,808)	16,944,447	(3,408,195)	(6,011,869)	(3,259,445)	$ (1,462,041)	29,075	2,827,165		
*Through September 2023										
PRIOR YEAR ADJUSTMENT	-	-	-	-	-		-			
RESIDUAL EQUITY TRANSFER OUT:	-	-	-	-	-	-	-			
FUND BALANCE AT YEAR END	$ (4,808)	$ 16,939,639	$ 13,531,444	$ 7,519,575	$ 4,260,130	$ 2,798,090	$ 2,827,165			

***Through September 2023**

CITY OF BROWNSVILLE, TEXAS
2019 CO FUND - FUND 804
STATEMENT OF REVENUES AND EXPENDITURES
AND FUND BALANCES

	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL	DEBT ISSUED	VARIANCE - FAVORABLE (UNFAVORABLE)
REVENUES:								
INTEREST INCOME	$ 2	$ 29,754	$ 32,921	$ 29,931	$ 98,270	$ 190,878		
MISCELLANEOUS	-	-	-	-	-	-		
TOTAL REVENUES	2	29,754	32,921	29,931	98,270	190,878		
EXPENDITURES:								
MOTOR VEHICLES	2,654,832	-	-	-	-	2,654,832	2,677,670	22,838
MACHINERY & EQUIPMENT	-	22,232	-	-	-	22,232		
STREETS & DRAINAGE	-	318,575	171,284	923,217	1,867,178	3,280,255		
UNDERWRITERS DISCOUNT	-	40,072	-	-	-	40,072		
COSTS OF ISSUANCE	-	94,255	-	-	-	94,255		
TOTAL EXPENDITURES	2,654,832	475,135	171,284	923,217	1,867,178	6,091,646	2,677,670	22,838
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(2,654,830)	(445,381)	(138,363)	(893,286)	(1,768,908)	(5,900,768)		
OTHER FINANCING SOURCES (USES):								
DEBT PROCEEDS	-	5,960,000	-	-	-	-		
BOND PREMIUM	-	880,246	-	-	-	-		
NET OTHER FINANCING SOURCES (USES)	-	6,840,246	-	-	-	-		
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER								
FUND BALANCE AT BEGINNING OF YEAR	-	(2,654,830)	3,740,036	3,601,673	2,708,386			
RESIDUAL EQUITY TRANSFER OUT:	-	-	-	-	-			
FUND BALANCE AT YEAR END	$ (2,654,830)	$ 3,740,036	$ 3,601,673	$ 2,708,386	$ 939,478			

*Through September 2023

CITY OF BROWNSVILLE, TEXAS
2020 CO FUND - FUND 805
STATEMENT OF REVENUES AND EXPENDITURES
AND FUND BALANCES

	FY 2020	FY 2021	FY 2022	FY 2023*	TOTAL	DEBT ISSUED	VARIANCE - FAVORABLE (UNFAVORABLE)
REVENUES:							
INTEREST INCOME	$ 360	$ 689	$ 21,182	$ 273,746	$ 295,977		
MISCELLANEOUS	-	-	-	-	-		
TOTAL REVENUES	360	689	21,182	273,746	295,977		
EXPENDITURES:							
MOTOR VEHICLES	-	-	-	-	-	2,677,670	2,677,670
MACHINERY & EQUIPMENT	-	-	-	-	-		
STORMWATER IMPROVEMENTS	-	-	17,895	48,490	66,385		
CONTINGENCY	119,963	-	-	-	119,963		
	-	-	-	-	-		
TOTAL EXPENDITURES	119,963	-	17,895	48,490	186,348	2,677,670	2,677,670
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(119,603)	689	3,286	225,256	109,628		
OTHER FINANCING SOURCES (USES):							
DEBT PROCEEDS	6,975,000	-	-	-	6,975,000		
BOND PREMIUM	-	-	-	-	-		
NET OTHER FINANCING SOURCES (USES)	6,975,000	-	-	-	6,975,000		
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER							
FUND BALANCE AT BEGINNING OF YEAR		6,855,397	6,856,086	6,859,373			
RESIDUAL EQUITY TRANSFER OUT:	-	-	-	-			
FUND BALANCE AT YEAR END	$ 6,855,397	$ 6,856,086	$ 6,859,373	$ 7,084,628			

*Through September 2023

CITY OF BROWNSVILLE, TEXAS
2020A CO FUND - FUND 806
STATEMENT OF REVENUES AND EXPENDITURES
AND FUND BALANCES

	FY 2020*	FY 2021	FY 2022	FY 2023*	TOTAL	DEBT ISSUED	VARIANCE - FAVORABLE (UNFAVORABLE)
REVENUES:							
INTEREST INCOME	$ -	$ 2,558	$ 15,458	$ 223,452	$ 241,468		
MISCELLANEOUS	-	-	-	-	-		
TOTAL REVENUES	-	2,558	15,458	223,452	241,468		
EXPENDITURES:							
FIRE:							
MOTOR VEHICLES	-	-	-	-	-		
LANDFILL:							
MACHINERY & EQUIPMENT	-	-	325,950	954,520	1,280,470		
BUILDING MAINTENANCE	-	-	-	-	-		
GENERAL GOV'T CAPITAL PROJECTS:	-	-	-	-	-		
INVENTORY & ASSET CONTROL SYSTEM	-	-	-	-	-		
DIGITAL DEVELOPMENT	-	256,044	102,329	136,522	494,896		
CITY HALL ELEVATOR REPLACEMENT	-	177,802	118,534	-	296,336		
PROFESSIONAL SERVICES	-	-	-	2,475	2,475		
PUBLIC WORKS CAPITAL PROJECTS:							
LAND	-	189,428	-	54,277	243,705		
PROFESSIONAL SERVICES	-	-	-	3,900	3,900		
SANITATION CAPTIAL PROJECT :							
LANDFILL IMPROVEMENT FLARE	-	1,353,995	14,985	-	1,368,980		
LANDFILL IMPROVEMENT PROFESSIONAL SERVICES	-	189,559	4,085	-	193,644		
STREET & DRAINAGE PROJECTS							
WEST RAIL TRAIL	400,000	-	-	-	400,000		
BUENA AIRES	-	-	-	768,888	768,888		
MARVIS ST	-	-	474,683	-	474,683		
SAN PEDRO ST	-	-	281,500	787,198	1,068,698		
ELSA ST	-	-	273,149	329,358	602,507		
AVENIDA DE LA PLATA	-	-	51,149	443,329	494,478		
SERVICE CONTINGENCY:							
UNDERWRITERS DISCOUNT	-	57,614	-	-	57,614		
COSTS OF ISSUANCE	-	119,581	-	-	119,581		
SPECIAL PROJECTS BPD CAD SYSTEM	-	509,754	-	-	509,754		
TOTAL EXPENDITURES	400,000	2,853,776	1,646,364	3,480,467	8,380,607	-	-
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(400,000)	(2,851,217)	(1,630,907)	(3,257,015)	(8,139,139)		
OTHER FINANCING SOURCES (USES):							
BOND PREMIUM	-	1,631,898	-	-	1,631,898		
NET OTHER FINANCING SOURCES (USES)	-	10,681,898	-	-	10,681,898		
EXCESS (DEFICIENCY) OF REVENUES							
***Through September 2023**	(400,000)	7,830,681	(1,630,907)	(3,257,015)	2,542,759		
	-	(400,000)	7,430,681	5,799,774			
RESIDUAL EQUITY TRANSFER OUT:	-	-	-	-			
FUND BALANCE AT YEAR END	$ (400,000)	$ 7,430,681	$ 5,799,774	$ 2,542,759			

***Through September 2023**

CITY OF BROWNSVILLE, TEXAS
2021 CO FUND - FUND 807
STATEMENT OF REVENUES AND EXPENDITURES
AND FUND BALANCES

	FY 2021	FY 2022	FY 2023	TOTAL	DEBT ISSUED	VARIANCE - FAVORABLE (UNFAVORABLE)
REVENUES:						
LOCAL, STATE & FED GRANT	$ -	$ -	$ 777,950	$ -		
INTEREST INCOME	86	55,975	591,851	647,912		
MISCELLANEOUS	-	-	-	-		
TOTAL REVENUES	86	55,975	1,369,801	647,912		
EXPENDITURES:						
FIRE:						
MOTOR VEHICLES	-	-	-	-		
LANDFILL:						
MACHINERY & EQUIPMENT	-	-	-	-		
BUILDING MAINTENANCE	-	-	-	-		
GENERAL GOV'T CAPITAL PROJECTS:						
INVENTORY & ASSET CONTROL SYSTEM	-	-	-	-		
DIGITAL DEVELOPMENT	-	-	-	-		
CITY HALL ELEVATOR REPLACEMENT	-	-	-	-		
PUBLIC WORKS CAPITAL PROJECTS:						
LAND	-	-	-	-		
SANITATION CAPITAL PROJECT :						
LANDFILL IMPROVEMENT FLARE	-	-	-	-		
LANDFILL IMPROVEMENT PROFESSIONAL SERVICES	-	-	-	-		
STREET & DRAINAGE PROJECTS						
TWDB 40025 - WATERSHED STUDY:						
WATERSHED STUDY-ENG. SERVICES	-	559,750	369,250	929,000		
WATERSHED STUDY-COORDINATION AND OUTREACH	-	95,359	46,641	142,000		
WATERSHED STUDY-SURVEYING SERVICES	-	145,428	54,571	200,000		
TWDB 40063 - IMPALA PROJECT						
IMPALA PROJECT -CONSTRUCTION	-	-	-	-		
IMPALA PROJECT -ENG SERVICES	-	216,390	400,161	616,551		
IMPALA PROJECT -SPECIAL SERVICES	-	-	169,818	169,818		
IMPALA PROJECT -CONTINGENCY	-	-	-	-		
TWDB 40158 -SCADA PROJECT						
SCADA PROJECT -CONSTRUCTION	-	-	3,343	3,343		
SCADA PROJECT -ENG SERVICES	-	65,674	85,315	150,989		
SCADA PROJECT -SPECIAL SERVICES	-	40,780	12,130	52,910		
SCADA PROJECT -CONTINGENCY	-	5,136	10,439	5,136		
WEST RAIL TRAIL	-	-	-	-		
SERVICE CONTINGENCY:						
UNDERWRITERS DISCOUNT	-	-	-	-		
COSTS OF ISSUANCE	-	-	-	-		
SPECIAL PROJECTS BPD CAD SYSTEM	-	-	-	-		
TOTAL EXPENDITURES	-	1,128,518	1,151,669	2,269,747	-	-
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	86	(1,072,543)	218,132	(1,621,835)		
OTHER FINANCING SOURCES (USES):						
DEBT PROCEEDS	7,565,000	-	-	7,565,000		
NET OTHER FINANCING SOURCES (USES)	7,565,000	-	-	7,565,000		
***Through September 2023**	7,565,086	(1,072,543)	218,132	6,710,676		
FUND BALANCE AT BEGINNING OF YEAR	-	7,565,086	6,492,543			
RESIDUAL EQUITY TRANSFER OUT:	-	-	-			
FUND BALANCE AT YEAR END	$ 7,565,086	$ 6,492,543	$ 6,710,676			

***Through September 2023**

CITY OF BROWNSVILLE, TEXAS
2022 CO FUND - FUND 808
STATEMENT OF REVENUES AND EXPENDITURES
AND FUND BALANCES

	FY 2022	FY 2023*	TOTAL	DEBT ISSUED	VARIANCE - FAVORABLE (UNFAVORABLE)
REVENUES:					
LOCAL, STATE & FED GRANT	$ -	$ -	$ -		
INTEREST INCOME	54,344	891,172	945,516		
MISCELLANEOUS	-	-	-		
TOTAL REVENUES	54,344	891,172	945,516		
			-		
EXPENDITURES:			-		
			-		
FIRE:			-		
MOTOR VEHICLES	-	80,868	80,868		
			-		
LANDFILL:			-		
MACHINERY & EQUIPMENT	115,763	710,713	826,476		
			-		
STREET & DRAINAGE PROJECTS:			-		
SIDEWALKS & TRAILS	187,829	175,727	363,556		
			-		
BUILDING MAINTENANCE	-	-	-		
			-		
GENERAL GOV'T CAPITAL PROJECTS:			-		
INVENTORY & ASSET CONTROL SYSTEM	118,741	-	118,741		
DIGITAL DEVELOPMENT	199,700	-	199,700		
CITY HALL ELEVATOR REPLACEMENT	-	-	-		
			-		
B-METRO IMRPOVEMENTS:			-		
YARD BLDG JOSE COLUNGA REHAB	15,784	10,790	26,574		
			-		
STREET CONSTRUCTIONS:			-		
LOURDES	-	497,439	497,439		
E 14TH ST. SOUTHMOST TO INTERNATIONAL	138,130	158,052	296,182		
COFFEE ROAD	79,078	409,730	488,808		
OLD ALICE ROAD	-	156,180	156,180		
WILD ROSE LN	60,822	61,496	122,317		
OLD HWY 77	86,899	291,916	378,815		
			-		
			-		
PUBLIC WORKS CAPITAL PROJECTS:			-		
LAND	-	-	-		
			-		
SANITATION CAPTIAL PROJECT :			-		
LANDFILL IMPROVEMENT FLARE	-	-	-		
LANDFILL IMPROVEMENT PROFESSIONAL SERVICES	-	-	-		
			-		
			-		
WEST RAIL TRAIL	-	-	-		
			-		
SPECIAL PROJECTS:					
SPECIAL PROJECTS WEST RAIL TRAIL AMENITIES	-	11,275	11,275		
SPECIAL PROJECTS BVILLE- LF LOCAL MATCH	-	24,977	24,977		
SPECIAL PROJECTS ACCOUNT ANALYSIS PAYMENT	1,422	1,217	2,639		
SPECIAL PROJECTS TXDOT LOCAL PARTICIPATION	258,738	-	258,738		
SPECIAL PROJECTS DANA RD. LOCAL PARTICIPATION	-	105,872	105,872		
SPEICAL PROJECTS CANNERY PUBLIC MARKET Kitchen	-	275,681	275,681		
SPEICAL PROJECTS CANNERY PUBLIC MARKET	2,094	751,606	753,700		
SERVICE CONTINGENCY:					
UNDERWRITERS DISCOUNT	121,786	-	121,786		
COSTS OF ISSUANCE	191,988	-	191,988		
SPECIAL PROJECTS BPD CAD SYSTEM	-	-	-		
TOTAL EXPENDITURES	1,578,772	3,723,540	5,302,313	-	-
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(1,524,428)	(2,832,369)	(4,356,797)		
OTHER FINANCING SOURCES (USES):					
DEBT PROCEEDS	19,655,000	-	19,655,000		
BOND PREMIUM	2,935,687	-	2,935,687		
NET OTHER FINANCING SOURCES (USES)	22,590,687	-	22,590,687		
***Through September 2023**					
	21,066,259	(2,832,369)	18,233,890		
FUND BALANCE AT BEGINNING OF YEAR	-	21,066,259			
RESIDUAL EQUITY TRANSFER OUT:	-	-			
FUND BALANCE AT YEAR END	$ 21,066,259	$ 18,233,890			

***Through September 2023**

CITY OF BROWNSVILLE, TEXAS
2023 CO FUND - FUND 809
STATEMENT OF REVENUES AND EXPENDITURES
AND FUND BALANCES

	FY 2023*	TOTAL	DEBT ISSUED	VARIANCE - FAVORABLE (UNFAVORABLE)
REVENUES:				
LOCAL, STATE & FED GRANT	$ -	$ -		
INTEREST INCOME	92,556	92,556		
MISCELLANEOUS	-	-		
		-		
TOTAL REVENUES	92,556	92,556		
		-		
EXPENDITURES:		-		
		-		
FIRE:		-		
MOTOR VEHICLES	210,582	210,582		
		-		
LANDFILL:		-		
MACHINERY & EQUIPMENT	80,544	80,544		
		-		
STREET & DRAINAGE PROJECTS:		-		
SIDEWALKS & TRAILS	-	-		
USGS HYDROLOGIC MODEL	1,138,574			
		-		
BUILDING MAINTENANCE	-	-		
		-		
GENERAL GOV'T CAPITAL PROJECTS:		-		
	-	-		
		-		
B-METRO IMRPOVEMENTS:		-		
	-	-		
		-		
PUBLIC WORKS CAPITAL PROJECTS:		-		
LAND	3,000,000	3,000,000		
		-		
SANITATION CAPTIAL PROJECT :		-		
	-	-		
		-		
SPECIAL PROJECTS:				
	-	-		
SERVICE CONTINGENCY:				
UNDERWRITERS DISCOUNT	167,375	167,375		
COSTS OF ISSUANCE	233,943	233,943		
SPECIAL PROJECTS BPD CAD SYSTEM	-	-		
TOTAL EXPENDITURES	4,831,018	3,692,444	-	-
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(4,738,462)	(3,599,888)		
OTHER FINANCING SOURCES (USES):				
DEBT PROCEEDS	29,460,000	29,460,000		
BOND PREMIUM	1,114,807	1,114,807		
NET OTHER FINANCING SOURCES (USES)	30,574,807	30,574,807		
***Through September 2023**				
	25,836,345	25,836,345		
FUND BALANCE AT BEGINNING OF YEAR	-			
RESIDUAL EQUITY TRANSFER OUT:	-			
FUND BALANCE AT YEAR END	$ 25,836,345			

***Through September 2023**

CITY OF BROWNSVILLE, TEXAS

QUARTERLY COMPREHENSIVE INVESTMENT REPORT

FOR THE QUARTER ENDED SEPTEMBER 30, 2023

THE INVESTMENTS BY FUND IN THESE REPORTS COMPLY WITH THE INVESTMENT POLICY AND INVESTMENT STRATEGY STATEMENT READOPTED BY THE CITY COMMISSION ON SEPTEMBER 20, 2022.

INVESTMENT OFFICERS OF THE CITY:

Lupe Granado, Finance Director **DATED November 28, 2023**

Tanya Lopez, Accountant III **DATED November 28, 2023**

CITY OF BROWNSVILLE, TX

Detailed Investment Report

As of September 30, 2023

Investment	Par		VALUES June 30, 2023 Book	VALUES June 30, 2023 Market	Book Increase/(Decrease) Purchases/ Withdrawals	Book Increase/(Decrease) Accruals/ Amortizations	Market Increase/(Decrease) Purchases & Withdrawals	Market Increase/(Decrease) Change In Market Price	VALUES September 30, 2023 Book	VALUES September 30, 2023 Market
DEMAND DEPOSITS										
[1] Depository Bank - Demand Account	$ 9,664,139	$ 9,664,139	9,664,139	$ 9,664,139	$ 20,983,913	$ -	$ 20,983,913	$ -	$ 30,648,052	$ 30,648,052
Money Market Account - TD Ameritrade	4	4	4	4	(4)	0	(4)	0	0	0
Money Market Account - TWDB	$ 21,338,073	$ 21,338,073	21,338,073	$ 21,338,073	$ (579,451)	$ -	$ (579,451)	$ -	$ 20,758,622	$ 20,758,622
Money Market Account - PNC	32,672,112	32,672,112	32,672,112	32,672,112	(2,535,574)	-	(2,535,574)	-	30,136,539	30,136,539
	63,674,329	63,674,329	63,674,329	63,674,329	17,868,884	-	17,868,884	-	81,543,213	81,543,213
CERTIFICATES OF DEPOSIT										
Certificate of Deposit - General First Community Bank	248,820	248,820	248,820	248,820	-	-	-	-	248,820	248,820
Texas Term										
Certificate of Deposit - Bank of China	246,000	246,000	246,000	246,000	(1,000)	-	(1,000)	-	245,000	245,000
Certificate of Deposit - Preferred Bank, CA	246,000	246,000	246,000	246,000	(246,000)	-	(246,000)	-	-	-
Certificate of Deposit -Financial Federal Savings Bank, TN	243,000	243,000	-	-	243,000	-	243,000	-	243,000	243,000
Certificate of Deposit - Fieldpoint Private Bank & Trust, CT	246,000	246,000	-	-	-	-	-	-		-
Certificate of Deposit - Vast Bank,OK	-	-	-	-	245,000	-	245,000	-	245,000	245,000
Certificate of Deposit - Fieldpoint Private Bank & Trust, CT	-	-	-	-	245,000	-	245,000	-	245,000	245,000
	1,229,820	1,229,820	740,820	740,820	486,000	-	486,000	-	1,226,820	1,226,820
INVESTMENT POOLS										
Texas Class	77,980,750	77,980,750	77,980,750	77,980,750	7,604,987	-	7,604,987	-	85,585,737	85,585,737
Texas Term	10,881,750	10,881,750	10,881,750	10,881,750	(5,412,912)	-	(5,412,912)	-	5,468,838	5,468,838
TexPool	45,912,973	45,912,973	45,912,973	45,912,973	(14,736,202)	-	(14,736,202)	-	31,176,772	31,176,772
Lone Star	4,406,076	4,406,076	4,406,076	4,406,076	60,178	-	60,178	-	4,466,254	4,466,254
Logic	2,517,931	2,517,931	2,517,931	2,517,931	34,605	-	34,605	-	2,552,535	2,552,535
	141,699,480	141,699,480	141,699,480	141,699,480	(12,449,344)	-	(12,449,344)	-	129,250,137	129,250,137
BONDS		-								
	-	-	-	-	-	-	-	-	-	-
		$ -								
Totals	**$ 206,603,629**	**$ 206,603,629**	**$ 206,114,629**	**$ 206,114,629**	**$ 5,905,540**	**$ -**	**$ 5,905,540**	**$ -**	**$ 212,020,169**	**$ 212,020,169**
		$ -								

[1] Funds are fully collaterized by an irrevocable standby letter of credit with FHLBank of Atlanta.

CITY OF BROWNSVILLE, TX

Calculation of Weighted Average Maturity and Yield

As of September 30, 2023

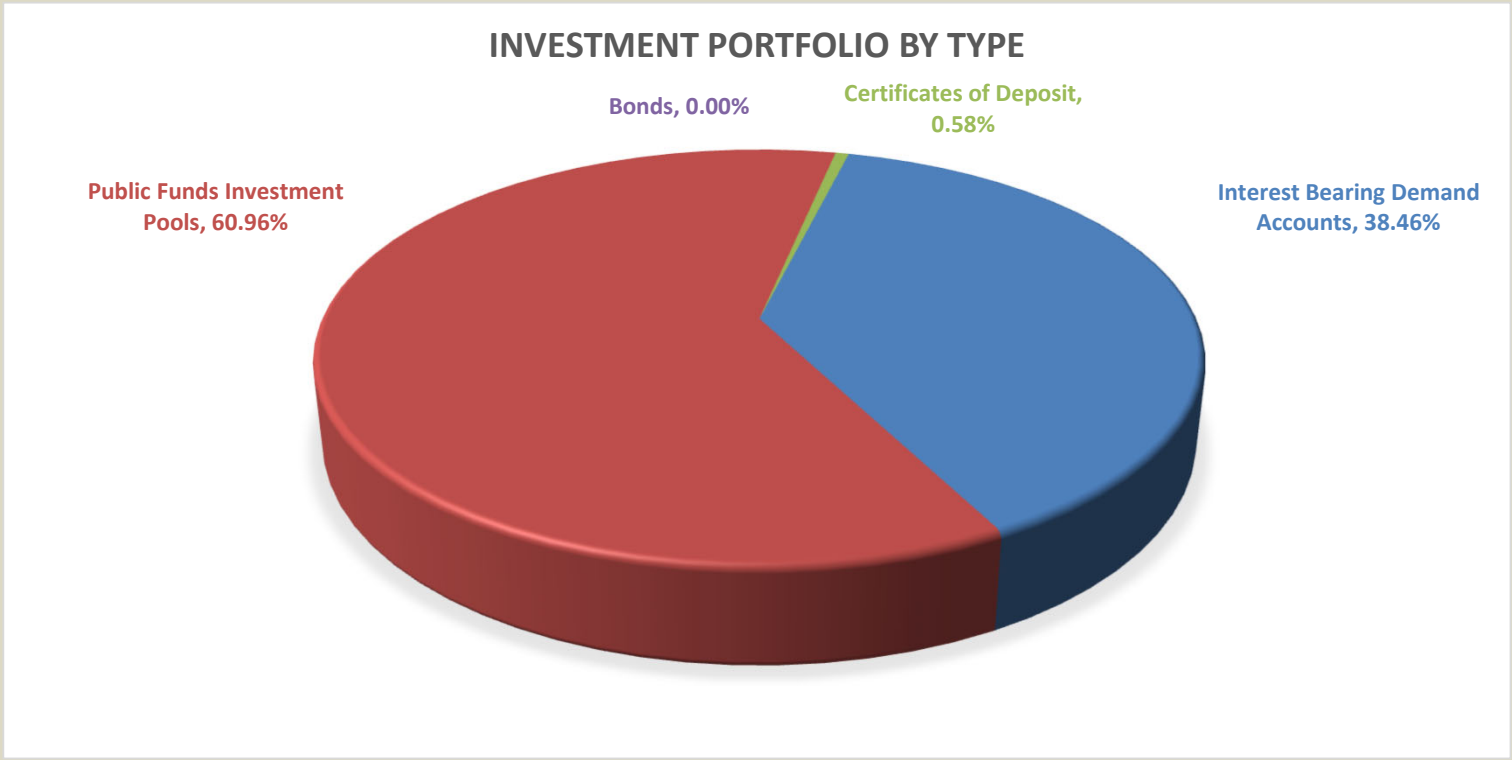
CITY OF BROWNSVILLE, TX	Market Value	Book Value	# of Days To Maturity	Original Yield to	Percent of Portfolio	Maturity Date
Demand Deposits						
Depository Bank - Demand Account	$30,648,052	$30,648,052	1	3.05%	14.46%	
Money Market Account - TD Ameritrade	$0	$0	1	0.01%	0.00%	
Money Market Account - TWDB	$20,758,622	$20,758,622	1	1.00%	9.79%	
Money Market Account - PNC	$30,136,539	$30,136,539	1	5.22%	14.21%	
Demand Deposits Totals	**$81,543,213**	**$81,543,213**			**38.46%**	
Certificates of Deposit						
First Community Bank						
Certificates of Deposit- General First Community Bank	248,820	248,820	122	3.30%	0.12%	**1/30/2024**
Texas Term						
Certificate of Deposit - Bank of China	245,000	245,000	97	5.72%	0.12%	**1/5/2024**
Certificate of Deposit -Financial Federal Savings Bank, TN	243,000	243,000	31	5.26%	0.11%	**10/31/2023**
Certificate of Deposit - Vast Bank,OK	245,000	245,000	97	5.70%	0.12%	**1/5/2024**
Certificate of Deposit - Fieldpoint Private Bank & Trust, CT	245,000	245,000	61	5.65%	0.12%	**11/30/2023**
Certificates of Deposit Totals	**1,226,820**	**1,226,820**			**0.58%**	
Investment Pools						
Texas Class	85,585,737	85,585,737	21	5.18%	40.37%	
Texas Range	5,468,838	5,468,838	60	5.35%	2.58%	
TexPool	31,176,772	31,176,772	33	5.32%	14.70%	
Lone Star	4,466,254	4,466,254	32	5.53%	2.11%	
Logic	2,552,535	2,552,535	53	5.51%	1.20%	
Investment Pools Totals	**129,250,137**	**129,250,137**			**60.96%**	
Bonds						
Bonds Total	**$0**	**$0**			**0.00%**	
Grand Totals	**212,020,169**	**212,020,169**			**100%**	

Weighted Average Maturity	
Weighted Average Days to Maturity	17
Maximum Allowable Weighted Average Days to Maturity	270

Weighted Average Yield	
Weighted Average Yield	4.49%
Average Fed Fund Rate at September 30, 2023	5.33%
Yield of a three-month Treasury bill at September 30, 2023	5.32%

CITY OF BROWNSVILLE, TX
Comparison of Portfolio to Policy Limits
As of September 30, 2023

LIMITS ON TYPES OF SECURITIES	Portfolio Cap	Actual Percentage of Portfolio	Positive/(Negative) % Variance Policy Limits	Market Value
Interest Bearing Demand Accounts	100%	38.46%	**61.54%**	81,543,213
Certificates of Deposit	75%	0.58%	**74.42%**	1,226,820
Public Funds Investment Pools	75%	60.96%	**14.04%**	129,250,137
Bonds	50%	0.00%	**50.00%**	0
			Total Market Value	**212,020,169**



Weighted Average Maturity

Weighted Average Days to Maturity	17
Maximum Allowable Weighted Average Days to Maturity	270

Weighted Average Yield

Weighted Average Yield	4.49%
Yield of a three-month Treasury bill at September 30, 2023	5.32%

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Cori Peña, President & CEO Brownsville Community Improvement Corporation
Date:	Tuesday, December 12, 2023
Agenda #:	Consideration and **ACTION** to approve the Brownsville Community Improvement Corporation's Defeasance and Redemption of Outstanding Obligations, and the Resolution Related Thereto, as budgeted.

Summary:
In the ongoing pursuit of enhancing the financial stewardship of the Brownsville Community Improvement Corporation (BCIC), the Board of Directors approved Resolution 2024-001 at a regular board meeting on November 30, 2023, to authorize the defeasance and redemption of BCIC's outstanding sales tax revenue bonds, Series 2010, Series 2012, and Series 2016, with available funds allocated to debt service on the BCIC's FY 2024 Budget, approved by City Commission on September 5, 2023.

By utilizing surplus funds, BCIC aims to defease the existing BCIC Revenue Bonds, effectively removing State or Federal Tax restrictions associated with these bonds. The elimination of these bonds opens possibilities for BCIC to explore the development, sale, or lease of the currently undeveloped parcels adjacent to the sports park.

The elimination of restrictions not only empowers BCIC but also enables the City of Brownsville to collaboratively develop these parcels. This collaborative effort is poised to bolster the sustainability of the sports park and foster the growth of the surrounding area, contributing to an expansion of the city's sales tax base. This forward-thinking approach aligns with the overarching goal of ensuring the economic vitality of the city.

Furthermore, with the newfound flexibility resulting from the bond payoff before 2027, BCIC can allocate surplus funds for various Type B related projects. The discretion granted to the BCIC Board allows for strategic decision-making that can further enhance community development and address specific needs as deemed fit by the Board. This multi-faceted approach demonstrates BCIC's commitment to responsible financial management and the overall betterment of the Brownsville community.

FY 2024 Budget: $3,300,000.00
Expected Closing Date: First Week of January 2024
Estimated Payoff:

Series	Call Date	Par Amount	Interest Accrued /Requirement	Assumed Redemption Date
Sales Tax Rev Bonds S2010	Already Callable	$ 325,000.00	$ 5,006.90	1/4/2024
Sales Tax Rev Ref Bonds S2012	Already Callable	830,000.00	12,818.89	1/4/2024
Sales Tax Rev Ref Bonds S2016	2/15/2026	1,960,000.00	136,500.00	2/15/2026
Total		**$ 3,115,000.00**	**$ 154,325.79**	

Plus estimated $25,0000 in closing cost.

Recommendation:
That the Brownsville City Commission approve the Brownsville Community Improvement Coproration's defeasance and redemption of outstanding obligations as provided in the resolution approved by the BCICs board on November 30, 2023

Attachments:

1. Resolution 2024-001
2. BCIC Debt Cash Defeasance

A RESOLUTION

AUTHORIZING THE DEFEASANCE AND/OR REDEMPTION, PRIOR TO STATED MATURITY, OF THE CORPORATION'S OUTSTANDING SALES TAX REVENUE BONDS, SERIES 2010, SALES TAX REVENUE REFUNDING BONDS, SERIES 2012 AND SALES TAX REVENUE REFUNDING BONDS, SERIES 2016 WITH AVAILABLE FUNDS OF THE CORPORATION, AUTHORIZING THE USE OF CERTAIN FUNDS OF THE CORPORATION TO ACCOMPLISH SUCH DEFEASANCE AND/OR REDEMPTION, AND APPROVING OTHER MATTERS RELATED THERETO

THE STATE OF TEXAS §
COUNTY OF CAMERON §
BROWNSVILLE COMMUNITY IMPROVEMENT CORPORATION §

WHEREAS, the **BROWNSVILLE COMMUNITY IMPROVEMENT CORPORATION** (the "***Corporation***") has currently outstanding, among other series of bonds, its *Sales Tax Revenue Bonds, Series 2010* (the "***Series 2010 Bonds***") in the aggregate principal amount of $325,000, its *Sales Tax Revenue Refunding Bonds, Series 2012* (the "***Series 2012 Bonds***") in the aggregate principal amount of $830,000, its *Sales Tax Revenue Refunding Bonds, Series 2016* (the "***Series 2016 Bonds***" and together with the Series 2010 Bonds and Series 2012 Bonds, the "***Bonds***") in the aggregate principal of $1,960,000 and which are secured by an irrevocable first lien on and pledge of a one-fourth of one percent sales and use tax levied for the benefit of the Corporation by the City of Brownsville, Texas pursuant to Section 4B of the Development Corporation Act of 1979, Article 5190.6, V.A.T.C.S., as amended (now codified as Chapters 501, 502, and 505 of the Texas Local Government Code, as amended); and

WHEREAS, the Board of Directors of the Corporation hereby determines that it is in the best interest of the Corporation to (i) defease the Series 2106 Bonds prior to stated maturity, and (ii) redeem all of the outstanding Bonds prior to stated maturity; and

WHEREAS, *Computershare Trust Company, National Association, St. Paul, Minnesota,* is the paying agent for the Bonds; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was opened to the public, and public notice of the time, place and purpose of said meeting was given, as required by Chapter 551, Texas Government Code, as amended; **NOW THEREFORE:**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BROWNSVILLE COMMUNITY IMPROVEMENT CORPORATION:

SECTION 1. AUTHORIZATION TO USE CERTAIN FUNDS TO DEFEASE AND/OR REDEEM THE BONDS. The Board of Directors hereby authorizes the Corporation's President/Chief Executive Officer or Treasurer to use lawfully available funds of the Corporation to (i) defease the Series 2016 Bonds prior to stated maturity, and (ii) redeem the outstanding Bonds prior to stated maturity.

SECTION 2. ESCROW AGREEMENT. An escrow and trust agreement (the "***Escrow Agreement***") by and between the Corporation and UMB Bank, N.A. (the "***Escrow Agent***"), or such other Escrow Agent to be selected by President/Chief Executive Officer of the Corporation, and the Chair, Vice-Chair, Secretary, and Treasurer of the Corporation's Board of Directors (the "***Authorized Official***") is hereby approved and such Escrow Agreement is hereby authorized to be executed by an Authorized Official, for and on behalf of the Corporation and as the act and deed of Board of Directors; and such Agreement as executed by said Authorized Official shall be deemed approved by the Board of Directors. Furthermore, each Authorized Official, the Corporation's Financial Advisor, and the Corporation's Bond Counsel, in cooperation with the Escrow Agent, are hereby authorized and directed to make the necessary arrangements for the deposit of cash and/or the purchase of any securities referenced in the Escrow Agreement and the delivery thereof to the Escrow Agent upon delivery to the Escrow Agent of the Defeasance Proceeds for deposit in escrow fund created by the Escrow Agreement (the "***Escrow Fund***"), and may include the execution of the subscription forms, if any, for the purchase and issuance of the "United States Treasury Securities - State and Local Government Series" for deposit to the Escrow Fund; all as contemplated and provided by the provisions of Chapter 1207, as amended, Texas Government Code, this Resolution, and the Escrow Agreement.

SECTION 3. NOTICE OF DEFEASANCE AND/OR REDEMPTION. There is attached to this Resolution as Exhibit A, and made a part hereof for all purposes, a NOTICE OF DEFEASANCE AND REDEMPTION for the Series 2016 Bonds and a NOTICE OF REDEMPTION for the Series 2010 Bonds and Series 2012 Bonds. The Corporation hereby exercises its option to defease and/or redeem, prior to maturity, the Bonds as described in each of the respective notices, and each respective series of Bonds are hereby called for redemption, and shall be redeemed, prior to maturity, on the respective dates, at the respective places, and at the respective prices set forth therein. Each Authorized Official is hereby authorized to provide the notices, with any corrections required by an Authorized Official or the Corporations Bond Counsel or Financial Advisor, to the paying agent/registrar for each of the Bonds for further delivery thereby to the holders of such Bonds, as provided in each resolution authorizing the respective series of Bonds

SECTION 4. VERIFICATION REPORT. The Board hereby appoints American Municipal Tax-Exempt Compliance (AMTEC) (the "***Verification Agent***") to verify the sufficiency of the deposit to the Escrow Fund to accomplish the defeasance of the Defeased Bonds, to the extent such appointment is necessary or desired.

SECTION 5. FURTHER ACTIONS. Each Authorized Official is further authorized to (i) provide any notice and execute any agreement as may be necessary or desirable in order to carry out the terms and provisions of this Resolution, and (ii) approve any technical changes or correction to this Resolution or to any of the instruments or documents authorized and approved by this Resolution necessary in order to correct any ambiguity or mistake or properly or more completely document the actions contemplated and approved by this Resolution.

SECTION 6. INCORPORATION OF RECITALS. The Board of Directors hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the Corporation hereby incorporates such recitals as a part of this Resolution.

SECTION 7. COSTS OF DEFEASANCE AND REDEMPTION AUTHORIZED. The Corporation hereby authorizes each Authorized Official to utilize lawfully available revenues to pay professional fees and expenses of the Corporation's Bond Counsel, the Financial Advisor, the Escrow Agent, the Verification Agent, the paying agent/registrar for the Defeased Bonds, and any other party whose services have been determined by the Corporation to be necessary to accomplish the purpose and intent of this Resolution.

SECTION 8. PROVISIONS OF RESOLUTION CONTROL. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 9. SEVERABILITY. If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution and the application thereof to other circumstances shall nevertheless be valid, and the Board of Directors hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 10. COMPLIANCE WITH OPEN MEETINGS ACT. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 11. EFFECTIVE DATE. This Resolution shall become effective immediately after it is approved by the Board of Directors.

[The remainder of this page intentionally left blank]

PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE BROWNSVILLE COMMUNITY IMPROVEMENT CORPORATION AT A REGULAR MEETING ON THE 30th DAY OF NOVEMBER, 2023, AT WHICH MEETING A QUORUM WAS PRESENT.

ATTEST:

Secretary, Board of Directors

President, Board of Directors

(ISSUER SEAL)

NUVIA YANETT PUGA
Notary ID #133516113
My Commission Expires
January 4, 2026

** ** ** ** **

[SIGNATURE PAGE TO DEFEASANCE RESOLUTION]

EXHIBIT A

NOTICE OF REDEMPTION

To the Holders of the

BROWNSVILLE COMMUNITY IMPROVEMENT CORPORATION

SALES TAX REVENUE BONDS, SERIES 2010

(Maturing on February 15 in the years 2024 and 2025)

NOTICE IS HEREBY GIVEN that the **BROWNSVILLE COMMUNITY IMPROVEMENT CORPORATION** (the "Issuer"), in Cameron County, Texas, has called for redemption at par on January 4, 2024 (the "Redemption Date") the Issuer's outstanding Sales Tax Revenue Bonds, Series 2010, dated September 1, 2010 (the "Redeemed Bonds"), ***at the Redemption Price equal to 100% of par plus accrued interest to the Redemption Date.***

MATURITY (FEBRUARY 15)	PRINCIPAL AMOUNT MATURING IN YEAR	PRINCIPAL AMOUNT BEING REDEEMED	STATED INTEREST RATE (%)	CUSIP NO.
2025	325,000 [1]	325,000 [1]	3.99	PRIVATELY HELD

[1] Represents the principal installment amounts of $160,000 due February 15, 2024 and $165,000 due February 15, 2025.

The Redeemed Bonds shall be redeemed and shall become due and payable on the Redemption Date, and the interest thereon shall cease to accrue from and after the Redemption Date.

NOTICE IS FURTHER GIVEN THAT the Redeemed Bonds will be payable at and should be submitted either in person or by certified or registered mail to the following address:

Computer Share Trust Company, National Association
Corporate Trust Services
1505 Energy Park Drive
St. Paul, Minnesota 55108
612-413-0226

To avoid a backup withholding tax required by Section 3406 of the Internal Revenue Code of 1986, holders must submit a properly completed IRS Form W-9.

* THE ABOVE REFERENCED CUSIP NUMBERS ARE PROVIDED FOR THE CONVENIENCE OF THE BONDHOLDERS. NEITHER THE PAYING AGENT NOR THE DISTRICT ARE RESPONSIBLE FOR ANY ERROR OF ANY NATURE RELATING TO THE CUSIP NUMBERS.

NOTICE OF REDEMPTION

To the Holders of the

BROWNSVILLE COMMUNITY IMPROVEMENT CORPORATION

SALES TAX REVENUE REFUNDING BONDS, SERIES 2012

(Maturing on February 15, 2024)

NOTICE IS HEREBY GIVEN that the **BROWNSVILLE COMMUNITY IMPROVEMENT CORPORATION** (the "Issuer"), in Cameron County, Texas, has called for redemption at par on January 4, 2024 (the "Redemption Date") the Issuer's outstanding Sales Tax Revenue Refunding Bonds, Series 2012, dated May 15, 2012 (the "Redeemed Bonds"), ***at the Redemption Price equal to 100% of par plus accrued interest to the Redemption Date.***

MATURITY (FEBRUARY 15)	PRINCIPAL AMOUNT MATURING IN YEAR	PRINCIPAL AMOUNT BEING REDEEMED	STATED INTEREST RATE (%)	CUSIP NO. (116419)*
2024	$830,000	$830,000	4.000	CB6

The Redeemed Bonds shall be redeemed and shall become due and payable on the Redemption Date, and the interest thereon shall cease to accrue from and after the Redemption Date.

NOTICE IS FURTHER GIVEN THAT the Redeemed Bonds will be payable at and should be submitted either in person or by certified or registered mail to the following address:

Computer Share Trust Company, National Association
Corporate Trust Services
1505 Energy Park Drive
St. Paul, Minnesota 55108
612-413-0226

To avoid a backup withholding tax required by Section 3406 of the Internal Revenue Code of 1986, holders must submit a properly completed IRS Form W-9.

* THE ABOVE REFERENCED CUSIP NUMBERS ARE PROVIDED FOR THE CONVENIENCE OF THE BONDHOLDERS. NEITHER THE PAYING AGENT NOR THE DISTRICT ARE RESPONSIBLE FOR ANY ERROR OF ANY NATURE RELATING TO THE CUSIP NUMBERS.

NOTICE OF DEFEASANCE AND REDEMPTION

To the Holders of the
BROWNSVILLE COMMUNITY IMPROVEMENT CORPORATION
SALES TAX REVENUE REFUNDING BONDS, SERIES 2016
(Bonds Maturing on February 15 in the years 2024 through 2027, inclusive)

NOTICE IS HEREBY GIVEN that BROWNSVILLE COMMUNITY IMPROVEMENT CORPORATION, in Cameron County, Texas (the "***Issuer***"), has deposited cash and direct obligations of the United States government into an irrevocable Escrow Fund in order to pay, and has legally defeased the Issuer's outstanding Sales Tax Revenue Refunding BONDS, SERIES 2016 (the "***Series 2016 Bonds***"), maturing on February 15 in the years 2024 through 2027, inclusive, which are further described below (collectively, the "***Defeased Bonds***"):

BROWNSVILLE COMMUNITY IMPROVEMENT CORPORATION
SALES TAX REVENUE REFUNDING BONDS, SERIES 2016

MATURITY (FEBRUARY 15)	PRINCIPAL AMOUNT MATURING IN YEAR ($)	PRINCIPAL AMOUNT BEING REDEEMED ($)	STATED INTEREST RATE (%)	CUSIP NO. (116419)*
2024	455,000	455,000	5.000	CK6
2025	480,000	480,000	5.000	CL4
2026	505,000	505,000	5.000	CM2
2027	520,000	520,000	2.000	CN0

NOTICE IS FURTHER GIVEN that the Defeased Bonds have been called for redemption at par on ***February 15, 2026*** (the "***Redemption Date***") *at the Redemption Price equal to 100% of par plus accrued interest to the Redemption Date.* Such Defeasance Bonds shall be redeemed and shall become due and payable on the Redemption Date, and the interest thereon shall cease to accrue from and after the Redemption Date.

INTEREST ON THE DEFEASED BONDS will continue to be paid on the scheduled due dates until the Redemption Date. Due and proper arrangements have been made for providing Computer Share Trust Company, National Association, the Paying Agent/Registrar for the Defeased Bonds, with funds sufficient to pay the redemption price of the Defeased Bonds. Interest thereon shall cease to accrue from and after the Redemption Date.

The Series 2016 Bonds maturing on February 15 in the years 2024 through 2027, inclusive, should be delivered either in person or by certified or registered mail to the following address:

Overnight / First Class/Registered/Certified Mail:

Computer Share Trust Company, National Association
Corporate Trust Services
1505 Energy Park Drive
St. Paul, Minnesota 55108
612-413-0226

To avoid a backup withholding tax required by Section 3406 of the Internal Revenue Code of 1986, holders must submit a properly completed IRS Form W-9.

* THE ABOVE REFERENCED CUSIP NUMBERS ARE PROVIDED FOR THE CONVENIENCE OF THE HOLDERS. NEITHER THE PAYING AGENT NOR THE ISSUER ARE RESPONSIBLE FOR ANY ERROR OF ANY NATURE RELATING TO THE CUSIP NUMBERS.

PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE BROWNSVILLE COMMUNITY IMPROVEMENT CORPORATION AT A REGULAR MEETING ON THE 30th DAY OF NOVEMBER, 2023, AT WHICH MEETING A QUORUM WAS PRESENT.

ATTEST:

Secretary, Board of Directors

President, Board of Directors

(ISSUER SEAL)

NUVIA YANETT PUGA
Notary ID #133516113
My Commission Expires
January 4, 2026

** ** ** ** **

[SIGNATURE PAGE TO DEFEASANCE RESOLUTION]

PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE BROWNSVILLE COMMUNITY IMPROVEMENT CORPORATION AT A REGULAR MEETING ON THE 30th DAY OF NOVEMBER, 2023, AT WHICH MEETING A QUORUM WAS PRESENT.

ATTEST:

Secretary, Board of Directors

President, Board of Directors

(ISSUER SEAL)

NUVIA YANETT PUGA
Notary ID #133516113
My Commission Expires
January 4, 2026

** ** ** ** **

[SIGNATURE PAGE TO DEFEASANCE RESOLUTION]

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SOURCES AND USES OF FUNDS

Brownsville Community Improvement Corporation (Sales Tax)
2024 BCIC Debt Defeasance
Assumed closing date: 1/4/2024
Preliminary, subject to change

Dated Date	01/04/2024
Delivery Date	01/04/2024

Sources:	Refunding of 2010 Bonds	Refunding of 2012 Bonds	Refunding of 2016 Bonds	Total
Other Sources of Funds:				
Cash Defeasance	332,607.90	849,519.89	2,059,604.39	3,241,732.18
	332,607.90	849,519.89	2,059,604.39	3,241,732.18

Uses:	Refunding of 2010 Bonds	Refunding of 2012 Bonds	Refunding of 2016 Bonds	Total
Refunding Escrow Deposits:				
Cash Deposit	330,007.90	842,819.89	1.39	1,172,829.18
SLGS Purchases			2,043,903.00	2,043,903.00
	330,007.90	842,819.89	2,043,904.39	3,216,732.18
Delivery Date Expenses:				
Cost of Issuance	2,600.00	6,700.00	15,700.00	25,000.00
	332,607.90	849,519.89	2,059,604.39	3,241,732.18

SUMMARY OF REFUNDING RESULTS

Brownsville Community Improvement Corporation (Sales Tax)
2024 BCIC Debt Defeasance
Assumed closing date: 1/4/2024
Preliminary, subject to change

Dated Date	01/04/2024
Delivery Date	01/04/2024
Arbitrage yield	
Escrow yield	1.869413%
Value of Negative Arbitrage	16.16
Bond Par Amount	
Par amount of refunded bonds	3,115,000.00
Average coupon of refunded bonds	3.555583%
Average life of refunded bonds	1.146
PV of prior debt to 01/04/2024 @ 2.000000%	3,218,958.95
Net PV Savings	-22,773.23
Percentage savings of refunded bonds	-0.731083%

SUMMARY OF REFUNDING RESULTS

Brownsville Community Improvement Corporation (Sales Tax)
2024 BCIC Debt Defeasance
Assumed closing date: 1/4/2024
Preliminary, subject to change

	Refunding of 2010 Bonds	Refunding of 2012 Bonds	Refunding of 2016 Bonds	Total
Dated Date	01/04/2024	01/04/2024	01/04/2024	01/04/2024
Delivery Date	01/04/2024	01/04/2024	01/04/2024	01/04/2024
Arbitrage Yield				
Escrow Yield			1.869413%	1.869413%
Value of Negative Arbitrage			16.16	16.16
Bond Par Amount				
True Interest Cost				
Net Interest Cost				
All-In TIC				
Average Coupon				
Average Life				
Par amount of refunded bonds	325,000.00	830,000.00	1,960,000.00	3,115,000.00
Average coupon of refunded bonds	3.990000%	4.000000%	3.515937%	3.555583%
Average life of refunded bonds	0.622	0.114	1.670	1.146
PV of prior debt	333,960.88	844,683.38	2,040,314.69	3,218,958.95
Net PV Savings	1,352.98	-4,836.51	-19,289.70	-22,773.23
Percentage savings of refunded bonds	0.416302%	-0.582712%	-0.984168%	-0.731083%
Percentage savings of refunding bonds				

SUMMARY OF BONDS REFUNDED

Brownsville Community Improvement Corporation (Sales Tax)
2024 BCIC Debt Defeasance
Assumed closing date: 1/4/2024
Preliminary, subject to change

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Sales Tax Revenue Bonds, Series 2010, 2010, TERM:					
	02/15/2024	3.990%	160,000	01/04/2024	100.000
	02/15/2025	3.990%	165,000	01/04/2024	100.000
			325,000		
Sales Tax Revenue Refunding Bonds, Series 2012, 2012, TERM:					
	02/15/2024	4.000%	830,000	01/04/2024	100.000
Sales Tax Revenue Refunding Bonds, Seires 2016, 2016, BOND:					
	02/15/2024	5.000%	455,000		
	02/15/2025	5.000%	480,000		
	02/15/2026	5.000%	505,000		
	02/15/2027	2.000%	520,000	02/15/2026	100.000
			1,960,000		
			3,115,000		

SAVINGS

Brownsville Community Improvement Corporation (Sales Tax)
2024 BCIC Debt Defeasance
Assumed closing date: 1/4/2024
Preliminary, subject to change

Date	Prior Debt Service	Refunding Net Cash Flow	Savings	Present Value to 01/04/2024 @ 2.0000000%
09/30/2024	1,542,400.50		1,542,400.50	1,538,581.52
09/30/2025	695,941.75		695,941.75	680,511.84
09/30/2026	528,025.00		528,025.00	506,223.53
09/30/2027	525,200.00		525,200.00	493,642.07
	3,291,567.25	0.00	3,291,567.25	3,218,958.95

Savings Summary

PV of savings from cash flow	3,218,958.95
Plus: Refunding funds on hand	-3,241,732.18
Net PV Savings	-22,773.23

SOURCES AND USES OF FUNDS

Brownsville Community Improvement Corporation (Sales Tax)
Refunding of 2010 Bonds

Dated Date	01/04/2024
Delivery Date	01/04/2024

Sources:	
Other Sources of Funds:	
Cash Defeasance	332,607.90
	332,607.90

Uses:	
Refunding Escrow Deposits:	
Cash Deposit	330,007.90
Delivery Date Expenses:	
Cost of Issuance	2,600.00
	332,607.90

SUMMARY OF REFUNDING RESULTS

Brownsville Community Improvement Corporation (Sales Tax)
Refunding of 2010 Bonds

Dated Date	01/04/2024
Delivery Date	01/04/2024
Arbitrage yield	
Escrow yield	0.000000%
Value of Negative Arbitrage	
Bond Par Amount	
Par amount of refunded bonds	325,000.00
Average coupon of refunded bonds	3.990000%
Average life of refunded bonds	0.622
PV of prior debt to 01/04/2024 @ 2.000000%	333,960.88
Net PV Savings	1,352.98
Percentage savings of refunded bonds	0.416302%

SUMMARY OF BONDS REFUNDED

Brownsville Community Improvement Corporation (Sales Tax)
Refunding of 2010 Bonds

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Sales Tax Revenue Bonds, Series 2010, 2010, TERM:					
	02/15/2024	3.990%	160,000	01/04/2024	100.000
	02/15/2025	3.990%	165,000	01/04/2024	100.000
			325,000		

SAVINGS

Brownsville Community Improvement Corporation (Sales Tax)
Refunding of 2010 Bonds

Date	Prior Debt Service	Refunding Net Cash Flow	Savings	Present Value to 01/04/2024 @ 2.0000000%
09/30/2024	169,775.50		169,775.50	169,358.63
09/30/2025	168,291.75		168,291.75	164,602.25
	338,067.25	0.00	338,067.25	333,960.88

Savings Summary

PV of savings from cash flow	333,960.88
Plus: Refunding funds on hand	-332,607.90
Net PV Savings	1,352.98

PRIOR BOND DEBT SERVICE

Brownsville Community Improvement Corporation (Sales Tax)
Refunding of 2010 Bonds

Period Ending	Principal	Coupon	Interest	Debt Service
09/30/2024	160,000	3.990%	9,775.50	169,775.50
09/30/2025	165,000	3.990%	3,291.75	168,291.75
	325,000		13,067.25	338,067.25

ESCROW REQUIREMENTS

Brownsville Community Improvement Corporation (Sales Tax)
Refunding of 2010 Bonds

Period Ending	Interest	Principal Redeemed	Total
01/04/2024	5,006.90	325,000	330,006.90
	5,006.90	325,000	330,006.90

ESCROW COST

Brownsville Community Improvement Corporation (Sales Tax)
Refunding of 2010 Bonds

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost
01/04/2024		330,007.90	330,007.90
	0	330,007.90	330,007.90

ESCROW SUFFICIENCY

Brownsville Community Improvement Corporation (Sales Tax)
Refunding of 2010 Bonds

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Excess Balance
01/04/2024	330,006.90	330,007.90	1.00	1.00
	330,006.90	330,007.90	1.00	

ESCROW STATISTICS

Brownsville Community Improvement Corporation (Sales Tax)
Refunding of 2010 Bonds

	Total Escrow Cost	Modified Duration (years)	PV of 1 bp change	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
Global Proceeds Escrow:	330,007.90					330,007.90		
	330,007.90		0.00			330,007.90	0.00	0.00

Delivery date 01/04/2024

SOURCES AND USES OF FUNDS

Brownsville Community Improvement Corporation (Sales Tax)
Refunding of 2012 Bonds

Dated Date	01/04/2024
Delivery Date	01/04/2024

Sources:	
Other Sources of Funds:	
Cash Defeasance	849,519.89
	849,519.89

Uses:	
Refunding Escrow Deposits:	
Cash Deposit	842,819.89
Delivery Date Expenses:	
Cost of Issuance	6,700.00
	849,519.89

SUMMARY OF REFUNDING RESULTS

Brownsville Community Improvement Corporation (Sales Tax)
Refunding of 2012 Bonds

Dated Date	01/04/2024
Delivery Date	01/04/2024
Arbitrage yield	
Escrow yield	0.000000%
Value of Negative Arbitrage	
Bond Par Amount	
Par amount of refunded bonds	830,000.00
Average coupon of refunded bonds	4.000000%
Average life of refunded bonds	0.114
PV of prior debt to 01/04/2024 @ 2.000000%	844,683.38
Net PV Savings	-4,836.51
Percentage savings of refunded bonds	-0.582712%

SUMMARY OF BONDS REFUNDED

Brownsville Community Improvement Corporation (Sales Tax)
Refunding of 2012 Bonds

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Sales Tax Revenue Refunding Bonds, Series 2012, 2012, TERM:					
	02/15/2024	4.000%	830,000	01/04/2024	100.000
			830,000		

SAVINGS

Brownsville Community Improvement Corporation (Sales Tax)
Refunding of 2012 Bonds

Date	Prior Debt Service	Refunding Net Cash Flow	Savings	Present Value to 01/04/2024 @ 2.0000000%
09/30/2024	846,600.00		846,600.00	844,683.38
	846,600.00	0.00	846,600.00	844,683.38

Savings Summary

PV of savings from cash flow	844,683.38
Plus: Refunding funds on hand	-849,519.89
Net PV Savings	-4,836.51

PRIOR BOND DEBT SERVICE

Brownsville Community Improvement Corporation (Sales Tax)
Refunding of 2012 Bonds

Period Ending	Principal	Coupon	Interest	Debt Service
09/30/2024	830,000	4.000%	16,600	846,600
	830,000		16,600	846,600

ESCROW REQUIREMENTS

Brownsville Community Improvement Corporation (Sales Tax)
Refunding of 2012 Bonds

Period Ending	Interest	Principal Redeemed	Total
01/04/2024	12,818.89	830,000	842,818.89
	12,818.89	830,000	842,818.89

ESCROW COST

Brownsville Community Improvement Corporation (Sales Tax)
Refunding of 2012 Bonds

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost
01/04/2024		842,819.89	842,819.89
	0	842,819.89	842,819.89

ESCROW SUFFICIENCY

Brownsville Community Improvement Corporation (Sales Tax)
Refunding of 2012 Bonds

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Excess Balance
01/04/2024	842,818.89	842,819.89	1.00	1.00
	842,818.89	842,819.89	1.00	

ESCROW STATISTICS

Brownsville Community Improvement Corporation (Sales Tax)
Refunding of 2012 Bonds

	Total Escrow Cost	Modified Duration (years)	PV of 1 bp change	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
Global Proceeds Escrow:	842,819.89					842,819.89		
	842,819.89		0.00			842,819.89	0.00	0.00

Delivery date 01/04/2024

SOURCES AND USES OF FUNDS

Brownsville Community Improvement Corporation (Sales Tax)
Refunding of 2016 Bonds

Dated Date	01/04/2024
Delivery Date	01/04/2024

Sources:	
Other Sources of Funds:	
Cash Defeasance	2,059,604.39
	2,059,604.39

Uses:	
Refunding Escrow Deposits:	
Cash Deposit	1.39
SLGS Purchases	2,043,903.00
	2,043,904.39
Delivery Date Expenses:	
Cost of Issuance	15,700.00
	2,059,604.39

SUMMARY OF REFUNDING RESULTS

Brownsville Community Improvement Corporation (Sales Tax)
Refunding of 2016 Bonds

Dated Date	01/04/2024
Delivery Date	01/04/2024
Arbitrage yield	
Escrow yield	1.869413%
Value of Negative Arbitrage	16.16
Bond Par Amount	
Par amount of refunded bonds	1,960,000.00
Average coupon of refunded bonds	3.515937%
Average life of refunded bonds	1.670
PV of prior debt to 01/04/2024 @ 2.000000%	2,040,314.69
Net PV Savings	-19,289.70
Percentage savings of refunded bonds	-0.984168%

SUMMARY OF BONDS REFUNDED

Brownsville Community Improvement Corporation (Sales Tax)
Refunding of 2016 Bonds

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Sales Tax Revenue Refunding Bonds, Seires 2016, 2016, BOND:					
	02/15/2024	5.000%	455,000		
	02/15/2025	5.000%	480,000		
	02/15/2026	5.000%	505,000		
	02/15/2027	2.000%	520,000	02/15/2026	100.000
			1,960,000		

SAVINGS

Brownsville Community Improvement Corporation (Sales Tax)
Refunding of 2016 Bonds

Date	Prior Debt Service	Refunding Net Cash Flow	Savings	Present Value to 01/04/2024 @ 2.0000000%
09/30/2024	526,025.00		526,025.00	524,539.50
09/30/2025	527,650.00		527,650.00	515,909.59
09/30/2026	528,025.00		528,025.00	506,223.53
09/30/2027	525,200.00		525,200.00	493,642.07
	2,106,900.00	0.00	2,106,900.00	2,040,314.69

Savings Summary

PV of savings from cash flow	2,040,314.69
Plus: Refunding funds on hand	-2,059,604.39
Net PV Savings	-19,289.70

PRIOR BOND DEBT SERVICE

Brownsville Community Improvement Corporation (Sales Tax)
Refunding of 2016 Bonds

Period Ending	Principal	Coupon	Interest	Debt Service
09/30/2024	455,000	5.000%	71,025	526,025
09/30/2025	480,000	5.000%	47,650	527,650
09/30/2026	505,000	5.000%	23,025	528,025
09/30/2027	520,000	2.000%	5,200	525,200
	1,960,000		146,900	2,106,900

ESCROW REQUIREMENTS

Brownsville Community Improvement Corporation (Sales Tax)
Refunding of 2016 Bonds

Period Ending	Principal	Interest	Principal Redeemed	Total
02/15/2024	455,000	41,200.00		496,200.00
08/15/2024		29,825.00		29,825.00
02/15/2025	480,000	29,825.00		509,825.00
08/15/2025		17,825.00		17,825.00
02/15/2026	505,000	17,825.00	520,000	1,042,825.00
	1,440,000	136,500.00	520,000	2,096,500.00

ESCROW DESCRIPTIONS

Brownsville Community Improvement Corporation (Sales Tax)
Refunding of 2016 Bonds

	Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate	Max Rate
Jan 4, 2024:							
	SLGS	Certificate	02/15/2024	02/15/2024	606,851	5.560%	5.560%
	SLGS	Certificate	08/15/2024	08/15/2024	1,437,052	5.540%	5.540%
					2,043,903		
Feb 15, 2024:							
	SLGS	Rollover Cert	02/15/2025		114,523		
Aug 15, 2024:							
	SLGS	Rollover Cert	02/15/2025		395,302		
	SLGS	Rollover Cert	08/15/2025		17,825		
	SLGS	Rollover Note	02/15/2026		1,042,825		
					1,455,952		
					3,614,378		

SLGS Summary

SLGS Rates File	30OCT23
Total Certificates of Indebtedness	2,043,903.00
Total Rollover SLGS	1,570,475.00

ESCROW COST

Brownsville Community Improvement Corporation (Sales Tax)
Refunding of 2016 Bonds

Type of Security	Maturity Date	Par Amount	Rate	Cost	Total Cost
SLGS	02/15/2024	606,851	5.560%	606,851	606,851.00
SLGS	08/15/2024	1,437,052	5.540%	1,437,052	1,437,052.00
		2,043,903		2,043,903	2,043,903.00

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost	Yield
01/04/2024	2,043,903	1.39	2,043,904.39	1.869413%
	2,043,903	1.39	2,043,904.39	

ESCROW CASH FLOW

Brownsville Community Improvement Corporation (Sales Tax)
Refunding of 2016 Bonds

Date	Principal	Interest	Rollovers	Net Escrow Receipts	Present Value to 01/04/2024 @ 1.8694127%
02/15/2024	606,851.00	3,871.91	-114,523.00	496,199.91	495,149.49
08/15/2024	1,437,052.00	48,724.70	-1,455,952.00	29,824.70	29,485.96
02/15/2025			509,825.00	509,825.00	499,366.88
08/15/2025			17,825.00	17,825.00	17,297.67
02/15/2026			1,042,825.00	1,042,825.00	1,002,602.99
	2,043,903.00	52,596.61	0.00	2,096,499.61	2,043,903.00

Escrow Cost Summary

Purchase date	01/04/2024
Purchase cost of securities	2,043,903.00
Target for yield calculation	2,043,903.00

ESCROW SUFFICIENCY

Brownsville Community Improvement Corporation (Sales Tax)
Refunding of 2016 Bonds

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Excess Balance
01/04/2024		1.39	1.39	1.39
02/15/2024	496,200.00	496,199.91	-0.09	1.30
08/15/2024	29,825.00	29,824.70	-0.30	1.00
02/15/2025	509,825.00	509,825.00		1.00
08/15/2025	17,825.00	17,825.00		1.00
02/15/2026	1,042,825.00	1,042,825.00		1.00
	2,096,500.00	2,096,501.00	1.00	

ESCROW STATISTICS

Brownsville Community Improvement Corporation (Sales Tax)
Refunding of 2016 Bonds

Total Escrow Cost	Modified Duration (years)	PV of 1 bp change	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
Global Proceeds Escrow:							
2,043,904.39	1.347	275.20	1.869413%	1.869411%	2,043,888.18	16.16	0.05
2,043,904.39		275.20			2,043,888.18	16.16	0.05

Delivery date 01/04/2024

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Joel Garza, Mobility Director
Date:	Tuesday, December 12, 2023
Agenda #:	Consideration and **ACTION** on **Resolution Number 2023-133**, to appoint or reappoint three (3) members to the Bicycle & Pedestrian Advisory Committee (BPAC). (Multimodal Transportation)

Summary:
The Bicycle and Pedestrian Advisory Committee is an advisory committee dedicated to improving the health, safety, and welfare of users of nonmotorized transportation in the City of Brownsville. The committee is intended to have seven (7) members, and is intended to have one member appointed by each commissioner. Members are intended to serve three (3) year terms and are permitted by committee bylaws to serve two (2) consecutive or nonconsecutive terms, if reappointed.

Project Scope and Analysis:
The BPAC provides guidance on all bicycle and pedestrian related matters including the alignment of new trails, safety campaigns/projects, bicycle and pedestrian events such as Cyclobia, and determining potential funding sources. The committee meets monthly and is intended to have seven members who attend each meeting. However, as an advisory committee, the committee can continue to provide guidance even with vacancies or without meeting quorum.

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommends that the three (3) following commissioners appoint a member to the committee, seeing that the commissioners from the other districts and the mayor currently have representation on the committee:

Commissioner Villarreal, Commissioner Gowen, and Commissioner De Los Santos.

Commission Pillar:
Quality of Life

Attachments:
1. Resolution 2023-133
2. BPAC BOARD TEMPLATE

RESOLUTION NUMBER 2023-133

A RESOLUTION OF THE CITY OF BROWNSVILLE APPOINTING MEMBERS TO THE BICYCLE PEDESTRIAN ADVISORY COMMITTEE

WHEREAS, the Bicycle Pedestrian Advisory Committee, (BPAC), is regulated by Brownsville City Ordinance 2018-1603A; and City Ordinance 2015-1603; adopted August 18, 2015.

WHEREAS, the Bicycle Pedestrian Advisory Committee (BPAC) is designated to serve as an advisory group on matters pertaining to bicycle/pedestrian improvements, operations, and policies affecting safety and usage of these alternative modes of transportation; and

WHEREAS, each Board member shall be appointed by the City Commission, and shall serve a three (3) year term, and shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the following individuals are appointed or re-appointed to serve an expired or un-expired term on the Bicycle Pedestrian Advisory Committee (BPAC).

NAME	EXPIRED/UN-EXPIRED	TERM ENDING

PASSED and **APPROVED** on this _____day of December 2023.

City of Brownsville

John Cowen
Mayor

ATTEST:

Yolanda Galarza
City Secretary

Ordinance Number:	Board Name: BICYCLE & PEDESTRIAN ADVISORY COMMITTEE	Meeting Date:
Composition:	Term of Office:	

Present Board Members (List in District Order)	Residing District	Term	Appointed	Expires	Eligible for Re-Appt (Y/N)	Willing to Serve (Y/N) Or Resigned ?	Appointed by/Appointment to be made by	TOMA/PIR certified?	Serving on Other City Boards Or Other Qualification(s)/ Notes
SERGIO MARTINEZ		1ST	06/07/2022	12/08/2026			Mayor (At-Large)		
VACANT							Commissioner At-Large "A"		
VACANT							Commissioner At-Large "B"		
BENJAMIM DEL ANGEL		1ST	01/04/2022	01/04/2025			Commissioner District 1		
CELIA GALINDO		1ST	08/03/2023	08/03/2023			Commissioner District 2		
VACANT							Commissioner District 3		
RAUL SAYAS		1ST	07/20/2021	07/20/2024			Commissioner District 4		

APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS -

Applicants (List in District Order)	Residing District	Serving on Other City Boards Or Other Qualification(s)/ Notes	Eligible for Re-Appt (Y/N)	Willing to be re-appointed?	Areas of Interest
Elizabeth Dierlam	4				

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Juan Guerra, Director of Library Services
Date:	Tuesday, December 12, 2023
Agenda #:	Consideration and **ACTION** on **Resolution Number 2023-118-A** to appoint two (2) members to the Brownsville Public Library System Advisory Board. (Library)

Summary:
The Brownsville Public Library System Advisory Board consists of seven (7) members. There are currently two (2) open positions, one position due to their term expiring and one due to a resignation.

Project Scope and Analysis:
To appoint two (2) members to the Brownsville Public Library System Advisory Board.

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:
Governance Pillar

Attachments:
1. Board Template - December 2023 Revised II
2. Resolution 2023-118-A

Ordinance Number:	Board Name:	Meeting Date:
2020-1245-C	Brownsville Public Library System Advisory Board	2nd Monday of Each Month at 5:30pm
Composition: Seven (7) Board of Directors	**Term of Office:** Two (2) Year Term, no limit on how many terms members can serve	

Present Board Members (List in District Order)	Residing District	Term	Appointed	Expires	Eligible for Re-Appt (Y/N)	Willing to Serve (Y/N) Or Resigned?	Appointed by/Appointment to be made by	TOMA/PIR certified?	Serving on Other City Boards Or Other Qualification(s)/ Notes
Cynthia Lizardi Burlette	3	1st	12/14/2021	01/31/2024	Y	N	Mayor	TOMA	
Christopher D. Pineda	3	1st	12/14/2021	01/31/2025	Y	Y	Commissioner At-Large "A"	TOMA	
Bertha A. Peña	3	1st	12/13/2022	01/31/2026	Y	Y	Commissioner At-Large "B"	TOMA	
Nora I. Garza	2	1st	02/07/2023	01/31/2026	Y	Y	Commissioner District 1	TOMA	
Rubi Gonzalez	2	2nd	12/13/2022	01/31/2024	Y	Resigned	Commissioner District 2	TOMA	
George E. Olivo	3	1st	12/14/2021	01/31/2025	Y	Y	Commissioner District 3	TOMA	
Alisha Hernandez	3	2nd	12/05/2023	12/31/2025	Y	Y	Commissioner District 4	TOMA	

APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS -

Applicants (List in District Order)	Residing District	Serving on Other City Boards Or Other Qualification(s)/ Notes	Eligible for Re-Appt (Y/N)	Willing to be re-appointed?	Areas of Interest
Bertha Lance	1	Legislative chair for the Lower Valley Chapter Society for Human Resource Management; Vice President for Alumni Board Guadalupe Regional Middle School	N/A	N/A	Library
Michael Gossage	2	Gemologist Graduate	N/A	N/A	Public Education, Vocational Learning Opportunities, Public Workshop Opportunities.
Maria Roussett	3	Friendship of Women, Brownsville Advisory for Community Block Grants, Cameron County Mental Health Taskforce, Mental Health Advisory Committee, Rio-Metro Transportation Advisory Committee	N/A	N/A	Library, Special Needs & Transportation
Corey Snodgrass	3	Member of Toastmasters; Previous University Library Employee	N/A	N/A	Library
Audria L. West	3	Member of Brownsville Homeschool Group and MOPs	N/A	N/A	Library
Claudia Y. Lozano	4	Russell PTA, Boy Scouts and Liaison for VFCU Supervisory Committee.	N/A	N/A	Auditing and Finance

RESOLUTION NUMBER 2023-118-A

A RESOLUTION OF THE CITY OF BROWNSVILLE APPOINTING MEMBERS TO THE BROWNSVILLE PUBLIC LIBRARY SYSTEM ADVISORY BOARD.

WHEREAS, the Brownsville City Charter establishes the Brownsville Public Library System Advisory Board, City of Brownsville Code of Ordinances Chapter 62 Section 62-26; and

WHEREAS, the Brownsville Public Library System Advisory Board is designated to serve as the Brownsville Public Library System advising board.

WHEREAS, each Board member shall be appointed by the City Commission, and shall serve a two (2) year term eligible for re-appointment, and shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the following individuals are appointed or re-appointed to serve an expired or un-expired term on the Brownsville Public Library Advisory Board.

NAME	EXPIRED/UN-EXPIRED	TERM ENDING

PASSED and **APPROVED** on this _____day of _____ 2023.

_____
John Cowen
Mayor

ATTEST:

_____
Yolanda Galarza-Gomez, TRMC
City Secretary

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Will Trevino, City Attorney
Date:	Tuesday, December 12, 2023
Agenda #:	Discussion and possible **ACTION**, if any, on **Resolution Numbers 2023-137** through **Resolution Number 2023-139**, approving or rejecting the bid/offer(s) received on the Tax Resale Properties on November 7, 2023. (Office of the City Attorney)

Summary:

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:
Governance

Attachments:
1. RS-2021DCL02198-City of Bville-2 trts Drafts
2. RS-2022DCL01581-City of Bville Draft

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.

RESOLUTION NUMBER 2023-137 AUTHORIZING TAX RESALE

WHEREAS, by Sheriff's Sale conducted on the 7th day of November, 2023, the property described below was struck-off to Cameron County, Trustee, pursuant to a delinquent tax foreclosure decree of the 445th Judicial District Court, Cameron County, Texas, and

WHEREAS, the sum of $_____ has been tendered by _____ for the purchase of said property pursuant to Section 34.05, Texas Tax Code Ann. (Vernon, 1982);

NOW, THEREFORE, BE IT RESOLVED by the City Commissioners of Brownsville that its Mayor, John Cowen, be and that they are hereby authorized to execute a tax resale deed on behalf of this district conveying to _____all of the right, title, and interest of the City, and all other taxing units interested in the tax foreclosure judgment in the following described real property located in Cameron County, Texas:

Tract 70, Rio Grande Addition, out of Share 32, Espiritu Santo Grant, an addition to Cameron County, Texas, according to the map or plat thereof, recorded in Cabinet 1, Page 324-B, Map Records of Cameron County, Texas. (Account #78-0150-0040-0700-00)

PASSED AND APPROVED this 12th day of December, 2023.

_____
John Cowen
Mayor

ATTEST:

_____
Yolanda Galarza-Gomez
City Secretary

DRAFT

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RESOLUTION NUMBER 2023-138 AUTHORIZING TAX RESALE

WHEREAS, by Sheriff's Sale conducted on 7th day of November, 2023, the property described below was struck-off to Cameron County, Trustee, pursuant to a delinquent tax foreclosure decree of the 445th Judicial District Court, Cameron County, Texas, and

WHEREAS, the sum of $_____ has been tendered by _____ for the purchase of said property pursuant to Section 34.05, Texas Tax Code Ann. (Vernon, 1982);

NOW, THEREFORE, BE IT RESOLVED by the City Commissioners of Brownsville, that its Mayor, John Cowen, be and that they are hereby authorized to execute a tax resale deed on behalf of this district conveying to _____ all of the right, title, and interest of the city, and all other taxing units interested in the tax foreclosure judgment in the following described real property located in Cameron County, Texas

Tract 117, Bay View Park Addition, an addition to the City of Brownsville, Cameron County, Texas, according to the map or plat thereof, recorded in Cabinet 1, Slot 404-B, Map Records of Cameron County, Texas. (Account #73-7850-0000-1170-00

PASSED AND APPROVED this 12th day of December, 2023.

_____
John Cowen
Mayor

ATTEST:

_____
Yolanda Galarza-Gomez
City Secretary

DRAFT

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RESOLUTION NUMBER 2023-139 AUTHORIZING TAX RESALE

WHEREAS, by Sheriff's Sale conducted on 7th day of November, 2023, the property described below was struck-off to Cameron County, Trustee, pursuant to a delinquent tax foreclosure decree of the 107th Judicial District Court, Cameron County, Texas, and

WHEREAS, the sum of $_____ has been tendered by _____ for the purchase of said property pursuant to Section 34.05, Texas Tax Code Ann. (Vernon, 1982);

NOW, THEREFORE, BE IT RESOLVED by the City Commissioners of Brownsville that its Mayor, John Cowen, be and that they are hereby authorized to execute a tax resale deed on behalf of this district conveying to _____all of the right, title, and interest of the city, and all other taxing units interested in the tax foreclosure judgment in the following described real property located in Cameron County, Texas:

Tract 82, Bay View Park Addition, an addition to Cameron County, Texas, according to the map or plat thereof, recorded in Cabinet 1, Pages 404-B through 413-B, Map Records of Cameron County, Texas. (Acct #73-7850-0000-0820-00)

PASSED AND APPROVED this 12th day of December, 2023.

_____
John Cowen
Mayor

ATTEST:

_____
Yolanda Galarza-Gomez
City Secretary