



City of Round Rock

City Council

Meeting Agenda

Craig Morgan, Mayor
Writ Baese, Mayor Pro-Tem, Place 5
Tammy Young, Place 1
Rene Flores, Place 2
Matthew Baker, Place 3
Will Peckham, Place 4
Hilda Montgomery, Place 6

Tuesday, November 20, 2018

6:00 PM

City Council Chambers, 221 East Main St.

A. CALL MEETING TO ORDER

B. ROLL CALL

C. PLEDGES OF ALLEGIANCE

D. CITIZEN COMMUNICATION

Any citizen wishing to speak during citizen communication regarding an item on or off the agenda may do so after completing the required registration card. All comments must be no more than 3 minutes in length. Any comments regarding items not on the posted agenda may not be discussed or responded to by the City Council. The Mayor may deny any presenter the opportunity to address the City Council if the presentation or comments offered is substantially repetitive of those previous made, per §2-26(b)(d), of the Round Rock Code of Ordinances, 2010 Edition.

E. PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

- E.1 [2018-6125](#) [Consider a special presentation recognizing Robert Hall and his non-profit group, Boys to Men of God, regarding their work with youth in the community who have experienced the absence of a father figure in their lives.](#)
- E.2 [2018-6146](#) [Consider proclaiming November 2018 as "National Hospice and Palliative Care Month" in the City Round Rock.](#)

F. CONSENT AGENDA:

All items listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Council member in which event, the item will be removed from the consent agenda and considered separately.

- F.1 [2018-6124](#) [Consider approval of the minutes for the November 8, 2018 City Council meeting.](#)

F.2 [2018-6049](#) [Consider an ordinance adopting Amendment No. 2 to the Golf Fund and the Multipurpose Field Complex Fund FY 2017-2018 Operating Budget. \(Second Reading\)](#)

G. RESOLUTIONS:

G.1 [2018-6147](#) [Consider a resolution canvassing the results of the November 6, 2018 Special Local Option Election and declaring the results final.](#)

G.2 [2018-6093](#) [Consider a resolution authorizing the Mayor to execute an Agreement with OverDrive, Inc. for the purchase of digital content materials for the Public Library.](#)

G.3 [2018-6126](#) [Consider a resolution authorizing the Mayor to execute an Agreement with Galls, LLC for the supply of uniforms for the Police Department and Fire Department.](#)

G.4 [2018-6134](#) [Consider a resolution authorizing the Mayor to execute Amendment No. 2 to the Administration and Funding Agreement for the City of Round Rock Economic Development Program.](#)

G.5 [2018-6130](#) [Consider a resolution nominating Wayne Fueling Systems, LLC as a qualified Enterprise Zone Project to be eligible to participate in the Enterprise Zone Program.](#)

G.6 [2018-6131](#) [Consider a resolution nominating United Parcel Service, Inc. as a qualified Enterprise Zone Project to be eligible to participate in the Enterprise Zone Program.](#)

G.7 [2018-6083](#) [Consider a resolution authorizing the Mayor to execute a stop loss insurance renewal with Aetna.](#)

G.8 [2018-6090](#) [Consider a resolution authorizing the Mayor to execute an Agreement with CareATC, Inc. for the operation of the City's on-site medical clinic.](#)

G.9 [2018-6091](#) [Consider a resolution authorizing the Mayor to execute a Letter of Understanding with Aetna Life Insurance Company for third-party administration of the City's self-funded health plan.](#)

G.10 [2018-6105](#) [Consider a resolution authorizing the Mayor to execute a Contract with Corrosion Eliminators, LLC for the Clearwell 2 Ground Storage Tank Rehab 2019 Project.](#)

G.11 [2018-6106](#) [Consider a resolution authorizing the Mayor to execute a Contract with Austin Engineering Company, Inc. for the Lisa Rae Drive Improvements Project.](#)

G.12 [2018-6107](#) [Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 7 with Atkins North America, Inc. for the E. Bagdad Avenue Extension Project.](#)

- G.13 [2018-6115](#) [Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire fee simple title to 1.08-acre tract from property owned by Brian James Graver and Sheila Joy Offutt for the construction of certain roadway improvements to Kenney Fort Boulevard, and take other appropriate action \(Parcel 5\).](#)
- G.14 [2018-6118](#) [Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire fee simple title to 1.93-acre tract from property owned by John N. Paul for the construction of certain roadway improvements to Kenney Fort Boulevard and take other appropriate action \(Parcel 6\).](#)
- G.15 [2018-6122](#) [Consider a resolution authorizing the City Manager to issue a Purchase Order to John Deere Construction Retail Sales for the purchase of two 2018 John Deere 410 L Backhoes for the Transportation Department.](#)
- G.16 [2018-6123](#) [Consider a resolution authorizing the City Manager to issue a Purchase Order to John Deere Construction Retail Sales for the purchase of a 2018 John Deere 410L Backhoe Loader for the Parks and Recreation Department.](#)
- G.17 [2018-6100](#) [Consider a resolution authorizing the Mayor to execute an Agreement with Texas Roofing Co., Inc. for the purchase of general building construction trades services \(roofing\).](#)
- G.18 [2018-6102](#) [Consider a resolution authorizing the City Manager to issue a Purchase Order to Austin Business Furniture for furniture for the Luther Peterson Service Center.](#)

H. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

I. EXECUTIVE SESSION:

- I.1 [2018-6104](#) [Consider Executive Session as authorized by §551.072, Government Code, related to the purchase and/or value of real property to wit: Original Plat of the City of Round Rock, Block 36, Lots 1, 3, 5, 6, 7, 8, 9, and 10.](#)

J. ADJOURNMENT

In addition to any executive session already listed above, the City Council for the City of Round Rock reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by Texas Government Code:

§551.071 Consultation with Attorney

§551.072 Deliberations regarding Real Property

§551.073 Deliberations regarding Gifts and Donations

§551.074 Personnel Matters

§551.076 Deliberations regarding Security Devices

§551.087 Deliberations regarding Economic Development Negotiations

POSTING CERTIFICATION

I certify that this notice of the Round Rock City Council Meeting was posted on the 15th day of November 2018 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

/ORIGINAL SIGNED/

Sara L. White, TRMC, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider a special presentation recognizing Robert Hall and his non-profit group, Boys to Men of God, regarding their work with youth in the community who have experienced the absence of a father figure in their lives.

Type: Proclamation

Governing Body: City Council

Agenda Date: 11/20/2018

Dept Director:

Cost:

Indexes:

Attachments:

Department: Administration

Text of Legislative File 2018-6125



City of Round Rock

Agenda Item Summary

Agenda Number: E.2

Title: Consider proclaiming November 2018 as "National Hospice and Palliative Care Month" in the City Round Rock.

Type: Proclamation

Governing Body: City Council

Agenda Date: 11/20/2018

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File 2018-6146



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider approval of the minutes for the November 8, 2018 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 11/20/2018

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 110818 Draft Minutes

Department: City Clerk's Office

Text of Legislative File 2018-6124



City of Round Rock

Meeting Minutes - Draft City Council

Thursday, November 8, 2018

CALL MEETING TO ORDER – 6:00 P.M.

The Round Rock City Council met in regular session on November 8, 2018 in the City Council chambers at 221 E. Main Street. Mayor Morgan called the meeting to order at 6:04 pm.

ROLL CALL

Present: 7 - Mayor Craig Morgan
Councilmember Tammy Young
Councilmember Rene Flores
Councilmember Matthew Baker
Councilmember Will Peckham
Councilmember Hilda Montgomery
Mayor Pro-Tem Writ Baese

Absent: 0

PLEDGES OF ALLEGIANCE

Mayor Morgan led the following Pledges of Allegiance: United States and Texas

CITIZEN COMMUNICATION

Ella Moorson, 2005 Walsh Drive, spoke to Council regarding Black History Month.

PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

E.1 [2018-6082](#) Consider a presentation recognizing the winners of the Imagine a Day Without Water poster contest.

Michael Thane, Utilities and Environmental Services Director, made the presentation to the winners of the contest.

APPROVAL OF MINUTES:

F.1 [2018-6070](#) Consider approval of the minutes for the October 25, 2018 City Council meeting.

A motion was made by Councilmember Peckham, seconded by Councilmember Young, that the Minutes be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery
Mayor Pro-Tem Baese

Nay: 0

Absent: 0

RESOLUTIONS:

Mayor Morgan took the agenda items out of order, skipping G1, until the presenter was present.

G.2 [2018-6055](#)

Consider a resolution authorizing the Mayor to execute an Agreement with Technology for Education, LLC (TFE) for the purchase and installation of an upgraded audio-video system for Police Department conference/training rooms.

Heath Douglas, Information Technology Director made the staff presentation.

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Flores, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery
Mayor Pro-Tem Baese

Nay: 0

Absent: 0

G.3 [2018-6061](#)

Consider a resolution authorizing the Mayor to execute a Contract with DeNucci Constructors, LLC for the Brushy Creek Trail Veterans Park to Rabb Park Project.

Rick Atkins, Parks and Recreation Director made the staff presentation.

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Young, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery
Mayor Pro-Tem Baese

Nay: 0

Absent: 0

G.4 [2018-6062](#)

Consider a resolution authorizing the Mayor to execute an Annual Services Agreement with Motorola Solutions for dispatch equipment for the Police Department.

Allen Banks, Police Chief made the staff presentation.

A motion was made by Councilmember Baker, seconded by Councilmember Peckham, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery
Mayor Pro-Tem Baese

Nay: 0

Absent: 0

G.5 [2018-6066](#)

Consider a resolution authorizing the Brushy Creek Regional Utility Authority (BCRUA) to approve a Construction Contract with Excel Construction Services, LLC for the Phase 1C Water Treatment Plant Expansion Project.

Michael Thane, Utilities and Environmental Services Director made the staff presentation.

A motion was made by Councilmember Flores, seconded by Councilmember Peckham, that this Resolution be disapproved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery
Mayor Pro-Tem Baese

Nay: 0

Absent: 0

G.6 [2018-6067](#)

Consider a resolution authorizing the Brushy Creek Regional Utility Authority (BCRUA) to approve a Construction Contract with Excel Construction Services, LLC for the Phase 1C Raw Water Intake Barge Expansion Project.

Michael Thane, Utilities and Environmental Services Director made the staff presentation.

A motion was made by Councilmember Young, seconded by Councilmember Flores, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery
Mayor Pro-Tem Baese

Nay: 0

Absent: 0

G.1 [2018-6069](#)

Consider a resolution adopting the City of Round Rock's Legislative Program for the 86th Legislative Session.

Randy Cain, the City's lobbyist was present to answer questions from the Council. No presentation was made at this meeting - the presentation for this item was made at the packet briefing meeting on 11/6/18.

A motion was made by Councilmember Peckham, seconded by Councilmember Flores, that this Resolution be amended by deleting item #8 regarding "public property, rights-of-way, and easements." The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery
Mayor Pro-Tem Baese

Nay: 0

Absent: 0

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Peckham, that this Resolution be approved as amended. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery
Mayor Pro-Tem Baese

Nay: 0

Absent: 0

Mayor Morgan returned to regular agenda order.

G.7 [2018-6056](#)

Consider a resolution authorizing the Mayor to execute Amendment No. 4 to the Agreement with Star Shuttle for Paratransit Bus Services.

Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Councilmember Young, seconded by Councilmember Baker, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery
Mayor Pro-Tem Baese

Nay: 0

Absent: 0

G.8 [2018-6059](#)

Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 2 with CP&Y, Inc. for the Kenney Fort Boulevard (Segments 2&3) Project.

Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Young, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery
Mayor Pro-Tem Baese

Nay: 0

Absent: 0

G.9 [2018-6060](#)

Consider a resolution authorizing the Mayor to execute Amendment No. 1 to the Interlocal Agreement with Capital Metropolitan Transportation Authority for transit services.

Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Councilmember Flores, seconded by Councilmember Peckham, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery
Mayor Pro-Tem Baese

Nay: 0

Absent: 0

G.10 [2018-6064](#)

Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 2 with Smith Contracting Company, Inc. for the Roundville Lane Project.

Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Councilmember Peckham, seconded by Councilmember Young, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery
Mayor Pro-Tem Baese

Nay: 0

Absent: 0

G.11 [2018-6050](#)

Consider a resolution approving the FY 2018-2019 Self-Funded Health Insurance Budget.

Kevin Klosterboer, Budget Manager, made the staff presentation.

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Young, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery
Mayor Pro-Tem Baese

Nay: 0

Absent: 0

ORDINANCES:

H.1 [2018-6049](#) Consider an ordinance adopting Amendment No. 2 to the Golf Fund and the Multipurpose Field Complex Fund FY 2017-2018 Operating Budget. (First Reading)(Requires Two Readings)

Kevin Klosterboer, Budget Manager, made the staff presentation.

A motion was made by Councilmember Young, seconded by Councilmember Baker, that the first reading of the Ordinance be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery
Mayor Pro-Tem Baese

Nay: 0

Absent: 0

H.2 [2018-6051](#) Consider an ordinance authorizing the issuance of City of Round Rock, Texas Combination Tax and Limited Revenue Certificates of Obligation, Series 2018 and Levying an Ad Valorem Tax. (First Reading Only)(Second Reading Not Required)

Susan Morgan, CFO and Gary Kimball, the City's Financial Planner made the staff presentation.

A motion was made by Councilmember Peckham, seconded by Councilmember Flores, that this Ordinance be approved on first reading. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery
Mayor Pro-Tem Baese

Nay: 0

Absent: 0

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

EXECUTIVE SESSION:

J.1 2018-6104

Consider Executive Session as authorized by §551.072, Government Code, related to the purchase and/or value of real property to wit: Original Plat of the City of Round Rock, Block 36, Lots 1, 3, 5, 6, 7, 8, 9, and 10.

The City Council recessed to Executive Session. Mayor Morgan called the session to order at 6:56 p.m. and adjourned it at 7:57 p.m.

The Council then reconvened to regular session with no action taken on the executive session.

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 7:59 p.m.

Respectfully Submitted,

Sara L. White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: F.2

Title: Consider an ordinance adopting Amendment No. 2 to the Golf Fund and the Multipurpose Field Complex Fund FY 2017-2018 Operating Budget.
(Second Reading)

Type: Ordinance

Governing Body: City Council

Agenda Date: 11/20/2018

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Ordinance, Exhibit A

Department: Finance Department

Text of Legislative File 2018-6049

Golf Fund

The Forest Creek Golf Club opened to the public on October 1, 2018. As reported during the 2018-19 budget process, weather and related construction issues delayed the opening by approximately 60 days and reduced expected revenues for the course in FY 2017-18. This amendment appropriates an additional \$486,000 of budget for the Golf Fund to be funded through a transfer from cash balances available in the General Self Finance Construction fund.

Multipurpose Field Complex (MPC) Fund

The Multipurpose Field Complex has been open since May 2017 and has far exceeded revenue expectations in its first full fiscal year of operations. Revenues for FY 2018 came in over \$400,000 higher than budgeted. To staff and operate the facility so much more frequently than anticipated increased the operating costs of the fund, such that operating expenses came in \$180,000 over budget. This amendment recognizes an additional \$180,000 of revenues and increases the expense budget for the fund by \$180,000 to make the fund policy compliant with expenses within budget.

ORDINANCE NO. O-2018-6049

**AN ORDINANCE ADOPTING AMENDMENT NO. 2 TO THE
OPERATING BUDGET OF THE CITY OF ROUND ROCK, TEXAS FOR
FISCAL YEAR 2017-2018.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK,
TEXAS:**

That the operating budget for the City of Round Rock, Texas for Fiscal Year 2017-2018 is hereby revised for municipal purposes pursuant to §102.010, Local Government Code and in accordance with the proposal submitted to the Council by the City Manager, which proposal is attached hereto as Exhibit "A" and is incorporated into this ordinance by reference for all purposes.

The City Clerk is directed to file a certified copy of this ordinance along with a true copy of the attached revised budget with the County Clerk of Williamson County, Texas and the County Clerk of Travis County, Texas.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

READ and **APPROVED** on first reading this the ____ day of _____,
2018.

READ, APPROVED and **ADOPTED** on second reading this the ____ day of
_____, 2018.

ATTEST:

CRAIG MORGAN, Mayor
City of Round Rock, Texas

SARA L. WHITE, City Clerk

EXHIBIT**"A"****FY 2017- 2018 Budget Amendment****Multipurpose Field Complex (MPC) Fund***Source of Funds:*

Excess Field Rental Revenues

FY 2018 Budget

\$ (180,000)

Expenditures:

Operating Expenses

180,000

Multipurpose Complex Fund Balance - net effect**\$ -****Golf Course***Source of Funds:*

Transfer from General Self Finance Construction Fund

FY 2018 Budget

\$ (486,000)

Expenditure:

Operating Expenses

486,000

Golf Course Fund Balance - net effect**\$ -****General Self Finance Construction Fund***Expenditures:*

Transfer to Golf Course Fund

FY 2018 Budget

(486,000)

General Self Finance Construction Fund Balance - net effect**\$ (486,000)**



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider a resolution canvassing the results of the November 6, 2018 Special Local Option Election and declaring the results final.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/20/2018

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: City Clerk's Office

Text of Legislative File 2018-6147

The election code requires that local option elections be canvassed by resolution and order. This resolution meets that requirement.

Please note: The attached resolution does not contain the results. We will not have final numbers from Williamson County until some time Monday (11/19) due to a court order they are having to seek to have an additional 114 early voting votes included due to a malfunction of a machine. The judge is not hearing the case until Monday morning.

A revised resolution containing the number will be provided on the dais Tuesday evening after we've received final numbers from Williamson County.

RESOLUTION NO. R-2018-6147

A RESOLUTION AND ORDER OF THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE SPECIAL LOCAL OPTION ELECTION HELD IN THE CITY OF ROUND ROCK, TEXAS, ON NOVEMBER 6, 2018

WHEREAS, the City Council of the City of Round Rock, Texas (the “City”) ordered a Special Local Option Election to be held in the City on November 6, 2018, at which one propositions: “The legal sale of all alcoholic beverages including mixed drinks” was submitted to a vote of the duly qualified resident electors of the City; and

WHEREAS, this Special Meeting of the City Council of the City of Round Rock on November 19, 2018, is being held for the purpose of canvassing the returns and declaring the results of the Special Local Option Election held on November 6, 2018, Now Therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS:

I.

1. The City Council officially finds and determines that the election was duly ordered, that proper notice of the election was duly given, that proper election officers were duly appointed prior to the election, that the election was duly held, that the City has complied with the Federal Voting Rights Act and the Texas Election Code, that due returns of the result of the election have been made and delivered, all in accordance with law and the Resolution calling the election.

2. The City Council officially finds and determines that the following votes were cast at the election on the submitted Proposition by the resident, qualified electors of said City, who voted at said election:

PROPOSITION A

<u>Early Votes</u>	<u>Election Day</u>	<u>Total</u>
--------------------	---------------------	--------------

FOR:			THE LEGAL SALE OF ALL ALCOHOLIC BEVERAGES INCLUDING MIXED BEVERAGES.
_____	_____	_____	

AGAINST:		
_____	_____	_____

II.

The City Council of the City of Round Rock, Texas, hereby officially and affirmatively declares the results as shown above are real and true results of the election held on November 6, 2018, within the City of Round Rock, Texas FOR “The legal sale of all alcoholic beverages including mixed drinks” as set forth in Exhibit “A.”

III.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all in accordance with and as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 20th day of November, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

CANVASS OF ELECTION RETURNS FOR CITY OF ROUND ROCK
NOVEMBER 6, 2018 SPECIAL LOCAL OPTION ELECTION

On this the 20th day of November 2018, the City of Round Rock, Texas met to canvass the returns from the November 6, 2018 Special Local Option Election for the purpose of legalizing the sale of all alcoholic beverages including mixed beverages.

The undersigned officer, and the entire governing body of the municipality, do hereby certify that the returns are official and correct and contain precinct-by-precinct tabulations of election day and early voting ballots, all as required by law.

Craig Morgan, Mayor

ATTEST:

Sara L. White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider a resolution authorizing the Mayor to execute an Agreement with OverDrive, Inc. for the purchase of digital content materials for the Public Library.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/20/2018

Dept Director: Michelle Cervantes, Library Director

Cost: \$400,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Library

Text of Legislative File 2018-6093

This award recommendation is being made in accordance with Texas Local Government Code Chapter 252.022 for the City of Round Rock - Library Department for the Sole Source purchase of E-books form the OverDrive Digital Library. OverDrive, Inc. is the sole distributor for the OverDrive Digital Reserve system.

Cost: Sixty (60) months at \$80,000.00 per year, not to exceed a total of \$400,000.00.

Source of Funds: General Fund

RESOLUTION NO. R-2018-6093

WHEREAS, the City of Round Rock (“City”) desires to purchase digital content materials for the City’s Public Library, and

WHEREAS, Section 252.022(4) of the Texas Local Government states that expenditures for items available from only one source are exempt from competitive bidding requirements, and

WHEREAS, OverDrive, Inc. is the sole source distributor for the OverDrive Digital reserve system, and

WHEREAS, the City desires to enter into an Agreement with OverDrive, Inc. to purchase digital content materials for the City’s Public Library, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Digital Library Services with OverDrive, Inc., a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 20th day of November, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT**"A"**

**CITY OF ROUND ROCK AGREEMENT FOR
DIGITAL LIBRARY SERVICES
WITH
OVERDRIVE, INC.**

THE STATE OF TEXAS**CITY OF ROUND ROCK****COUNTY OF WILLIAMSON****COUNTY OF TRAVIS**§
§
§
§
§**KNOW ALL BY THESE PRESENTS:**

THAT THIS AGREEMENT for the purchase of digital content materials for the City's Public Library (referred to herein as the "Agreement"), is made and entered into on this the _____ day of the month of _____, 2018 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and OVERDRIVE, INC., whose offices are located at One OverDrive Way, Cleveland, Ohio 44125 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase digital content materials for the City's Public Library, and City desires to procure same from Vendor; and

WHEREAS, Vendor agrees to provide City with digital content materials; and

WHEREAS, expenditures that are for procurement of items from only one source, including books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials, are exempt from competitive bidding requirements pursuant to Section 252.022 of the Texas Local Government Code; and

WHEREAS, the City has determined that Vendor is a sole source provider for these goods and services; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City is obligated to buy specified goods and services and Vendor is obligated to provide said goods and services. The Agreement includes the attached exhibit.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

2.01 EFFECTIVE DATE, TERM, ALLOWABLE RENEWALS, PRICES FIRM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.

B. The term of this Agreement shall be for sixty (60) months from the effective date hereof.

C. City reserves the right to review the relationship with Vendor at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods and services which are the subject of this Agreement are described in Exhibit "A," attached hereto and incorporated herein by reference for all purposes. Exhibit "A," together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 SCOPE OF WORK

Vendor shall satisfactorily provide all services described under the attached Exhibit "A." Vendor's undertakings shall be limited to performing services for the City and/or advising City concerning those matters on which Vendor has been specifically engaged. Vendor shall perform its services in accordance with this Agreement, in accordance with the appended exhibit, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 CONTRACT AMOUNT

In consideration for the goods and related services set forth in Exhibit "A," City agrees to pay Vendor:

A. An annual not-to-exceed amount of **Eighty Thousand and No/100 Dollars (\$80,000.00)** for a total not-to-exceed amount of **Four Hundred Thousand and No/100 Dollars (\$400,000.00)** for the term of the Agreement.

B. The City shall be required to pay the Vendor for digital content services a minimum of **Fifty Thousand and No/100 Dollars (\$50,000.00)** each year for term of the Agreement. This minimum amount is included in the not-to-exceed amounts set forth in Paragraph A above.

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

7.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the “rate in effect” on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

9.01 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

10.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor’s charges.

11.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers

12.01 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Michelle Cervantes
Library Director
216 East Main Street
Round Rock, Texas 78664
(512) 218-7010

13.01 INSURANCE

Vendor shall meet all City of Round Rock Insurance Requirements as set forth at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf.

14.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

15.01 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

- A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- B. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- C. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

16.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

17.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

18.01 CONFIDENTIALITY

Each party agrees that it will not disclose to any third party or unauthorized personnel any information concerning the customers, trade secrets, methods, processes, procedures or any other confidential, financial or business information of the other party which it learns during the course of its performance of this Agreement, without the prior consent of the other party unless such disclosure is required by law. The parties recognize and understand that City is subject to the Texas Public Information Act and its duties run in accordance therewith

19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. Vendor acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Vendor agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Vendor agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Vendor agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

C. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel at any time during the term of this Agreement.

20.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

21.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement;
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

OverDrive, Inc.
One OverDrive Way
Cleveland, OH 44125

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

Stephen L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

23.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

24.01 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

25.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the

stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

26.01 MISCELLANEOUS PROVISIONS

Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____


Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

OverDrive, Inc.

By: 
Printed Name: Erica Lazzaro
Title: General Counsel
Date Signed: 10/23/18



OverDrive® Digital Library Reserve Order Form

Library Information	
Name of Library: Round Rock Public Library System	
Address: 216 E. Main Ave.	
City, State/Province, Postal Code: Round Rock, TX 78664	Country: USA
Primary Contact	
Name:	Title:
Telephone:	Email:
Accounting Contact (<i>all invoices will be emailed to the contact listed below</i>):	
Name:	Title:
Telephone:	Email:
Bill To Address:	
City, State/Province, Postal Code:	Country:

☐ OverDrive sends emails about promotions, new products and services. By checking this box, you consent to receiving OverDrive's communications and promotional emails to your Primary Contact email address. These emails also include an easy method to manage your subscription(s), including unsubscribing to future emails.

OverDrive Content Service Plan Fee Schedule

Library will be invoiced an Annual Fee of \$ 12,000 within thirty (30) days from the Effective Date of this Order Form. The Annual Fee includes an allocation of \$ 8,000 to use toward the selection of Digital Content.

Library shall be required to spend a minimum of \$50,000 each year (including the Annual Content Credit of \$8,000) on Digital Content purchases (the "Minimum Spending Requirement") and not to exceed \$80,000 each year. In the event that Library does not meet the Minimum Spending Requirement in any contract year under this Agreement, OverDrive will invoice Library a retroactive Hosting Fee of \$2,000 within thirty (30) days of the end of the contract year in which the Minimum Spending requirement was not met.

All payments due to OverDrive under this Agreement are due within thirty (30) days of presentation of invoice.

OverDrive Terms and Conditions:

The initial Term of this Agreement shall be for five (5) years from the Effective Date.

OverDrive Digital Library Reserve is licensed pursuant to the OverDrive Digital Library Reserve Access Agreement, available at <http://www.overdrive.com/dlr-aa.pdf>, the terms of which are incorporated herein and may be modified from time to time. Upon the Effective Date below, this Agreement shall supersede and replace the OverDrive Digital Library Reserve Agreement entered into by and between the Parties on October 20, 2014.

Acknowledgement and Acceptance:

On behalf of my Library, I represent and warrant that I have the authority to enter into this Agreement and my signature below indicates my Library's agreement and acceptance of the OverDrive Digital Library Reserve Access Agreement.

By (signature) _____ Title _____

Name (Print) _____ Effective Date October 20, 2018

Exhibit "A"

OverDrive Digital Library features included with Annual Fee:

Collection
Thousands of classic eBooks from Project Gutenberg – free
Web-based staff training to use collection development tools in OverDrive's Marketplace catalog of 700,000+ popular & educational eBooks, audiobooks, & video
Services
Library-branded website plus system-wide updates
Authentication options
Web-based staff training – lead by expert trainer (live)
Web-based staff training – access to online Learning Center (recordings)
Reporting module
Customizable marketing resources to promote service to staff and community both inside & outside the library
Secondary-level user support
Technology
OverDrive apps for eBooks, audiobooks, video
Support for Kindle® (US only), NOOK™ and iPad®, plus all major devices
Configuration and license fee
Third-party licenses for digital rights management
Maintenance, hosting & support services
Bandwidth for all downloads

Please complete this order form and return by fax to +1 216-573-6889 or email to sales@overdrive.com.

Thank you for your order!

Exhibit "A"

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2018-417794

Date Filed:
10/23/2018

Date Acknowledged:

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

OverDrive, Inc.
Cleveland, OH United States

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

City of Round Rock

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

Digital Library Services
Digital Library Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.




6 UNSWORN DECLARATION

My name is Erica Lazzaro, and my date of birth is 2/15/80.

My address is One OverDrive Way, Cleveland, Ohio, 44125, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Cuyahoga County, State of Ohio, on the 23rd day of October, 20 18.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.3

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Galls, LLC for the supply of uniforms for the Police Department and Fire Department.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/20/2018

Dept Director: Allen Banks, Chief of Police

Cost: \$601,338.65

Indexes:

Attachments: Resolution, Exhibit A, Form 1295

Department: Police Department

Text of Legislative File 2018-6126

The City of Round Rock seeks to enter into a five year agreement with Galls, LLC, who has the means and ability to supply the City's Police and Fire Department uniforms for work and dress. Galls will provide the required uniforms, embroidery and alterations, and delivery for the Departments.

The contract sets unit prices on the services provided by the vendor and doesn't set a specific department appropriation for these services. The set prices are for the life of the five year term of the agreement. There is no option for renewal at the end of the agreement's term.

Cost: \$601,338.65 per year for 5 years totaling no more than \$3,006,693.25

Source of Funds: General Fund

RESOLUTION NO. R-2018-6126

WHEREAS, the City of Round Rock has duly advertised for bids to purchase uniform supply services for the Police and Fire Departments; and

WHEREAS, Galls, LLC has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Galls, LLC, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for the Supply of Uniforms for the Police Department and Fire Department with Galls, LLC, a copy of said Agreement being attached hereto as Exhibit "A" and incorporated herein.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 20th day of November, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK
AGREEMENT FOR THE SUPPLY OF UNIFORMS FOR
THE POLICE DEPARTMENT AND FIRE DEPARTMENT
WITH
GALLS, LLC**

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

§
§
§
§
§
§

KNOW ALL BY THESE PRESENTS:

THAT THIS Agreement for purchase of uniform supply services for the Police Department and Fire Department of the City of Round Rock, Texas (referred to herein as the "Agreement"), is made and entered into on this the _____ day of the month of _____, 2018, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664 (referred to herein as the "City") and GALLS, LLC, whose offices are located at 826 Rutland Drive, Austin, Texas 78758 (referred to herein as the "Vendor").

RECITALS:

WHEREAS, City desires to purchase uniform supply services, and City desires to procure same from Vendor; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said goods and services, and City has selected the Bid submitted by the Vendor; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City is obligated to buy specified services and Vendor is obligated to pay for said services. The Agreement includes the following: (a) City's Invitation for Bid, designated Solicitation Number 18-007REBID; (b) Vendor's Response to the IFB; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

00410306/ss2

- (1) This Agreement;
- (2) Vendor's Response to IFB;
- (3) City's Invitation for Bids, exhibits, and attachments.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

2.01 EFFECTIVE DATE; TERM

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect, unless and until it expires by operation of the term stated herein, or until terminated as provided herein.

B. The term of this Agreement is for sixty months (60) months from the effective date hereof. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement, with or without cause, or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Vendor to supply the services as outlined in the IFB and Response to IFB submitted by Vendor, all as specified in Exhibit "A," attached hereto and incorporated herein by reference. The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and as offered by Vendor in its Response to the IFB.

The services which are the subject of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 ITEMS AWARDED; SCOPE OF WORK

A. All bid items listed on “Attachment A – Bid Sheet” in Exhibit “A” are awarded to Vendor.

B. For purposes of this Agreement, City has issued documents delineating the required services (specifically Invitation for Bid Solicitation Number 18-007REBID. Vendor has issued its response agreeing to provide all such required service in all specified particulars. All such referenced documents are included in Exhibit “A.” When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

C. Vendor shall satisfactorily provide all services described under the attached exhibits within the contract term specified in Section 2.01. Vendor’s undertakings shall be limited to performing services for the City and/or advising City concerning those matters on which Vendor has been specifically engaged. Vendor shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 COSTS

A. The bid costs listed on Attachment A – Bid Sheet of Exhibit “A,” which are specifically relevant to the referenced bid items, shall be the basis of any charges collected by Vendor.

B. Vendor specifically acknowledges and agrees that City may not expend in excess of **Six Hundred One Thousand Three Hundred Thirty-Eight and 65/100 Dollars (\$601,338.65) per year** for Vendor’s services for a total not-to-exceed amount of **Three Million Six Thousand Six Hundred Ninety-Three and 25/100 Dollars (\$3,006,693.25)** for the term of this Agreement.

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- C. Delivery or performance dates.

7.01 INTERLOCAL COOPERATIVE CONTRACTING/PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City's bid, with the consent and agreement of the successful vendor(s) and the City. Such agreement shall be conclusively inferred for the vendor from lack of exception to this clause in the vendor's response. However, all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

8.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

9.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Vendor, a contractor, a subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed

that causes the payment to be late; or

- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

10.01 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

11.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

12.01 ORDERS PLACED WITH ALTERNATE VENDORS

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain the products or services from another supplier or suppliers.

13.01 INSURANCE

Vendor shall meet all requirements as stated in the attached IFB Number 18-007REBID, including all attachments and exhibits thereto, and Vendor's bid response.

14.01 CITY'S REPRESENTATIVE

City hereby designates the following representatives authorized to act in its behalf with regard to this Agreement:

Chief Allen Banks
Chief of Round Rock Police Department
2701 North Mays Street
Round Rock, Texas 78665
(512) 218-5521
abanks@roundrocktexas.gov

Chief Robert Isbell
Chief of Round Rock Fire Department
203 Commerce Boulevard
Round Rock, Texas 78664
(512) 218-6630
risbell@roundrocktexas.gov

15.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

16.01 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

17.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

18.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. Vendor acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Vendor agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Vendor agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Vendor agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

C. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel at any term of this Agreement.

20.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

21.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement;
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

Galls, LLC
1340 Russell Cave Road
Lexington, Kentucky 40505

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

Stephen L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions

herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

23.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

24.01 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

25.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

26.01 MISCELLANEOUS PROVISIONS

Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not

responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____


Attest:

By: _____
Sara White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Galls, LLC

By:  _____
Printed Name: R. Michael Andrews Jr.
Title: CFO
Date Signed: 10/08/2018



City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

INVITATION FOR BID (IFB)

UNIFORMS FOR POLICE AND FIRE DEPARTMENTS

SOLICITATION NUMBER 18-007REBID

JUNE 2018

Exhibit "A"

PART I
GENERAL REQUIREMENTS
UNIFORMS FOR POLICE AND FIRE DEPARTMENTS

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks bids from firms experienced in the supply of work and dress uniforms for the Police and Fire Departments. The awarded vendor shall also provide services to include, but are not limited to on-site sizing, minor and major alterations, delivery, database/record keeping/maintenance of all sizing profiles, and adequate stock of garments to outfit new officers and replace garments, as needed and in the specified time period.
2. **SOLICITATION PACKET** – This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Pages 2 – 5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 5
Part III – Supplemental Terms and Conditions	Pages 6 – 8
Part IV – Specifications	Pages 9 – 10
Attachment A – Bid Sheet	Page 11
Attachment B – Reference Sheet	Page 12
Attachment C – Respondent's Questionnaire	Page 13

3. **AUTHORIZED PURCHASING CONTACT:** For questions or clarification of specifications, you may contact:

Yvonne Hopkins, CTPM
Purchaser, Purchasing Division
Finance Dept
City of Round Rock
E-mail: yhopkins@roundrocktexas.gov

OR

Oscar Wise, CTCM
Purchasing Technician, Purchasing Division
Finance Dept
City of Round Rock
E-mail: owise@roundrocktexas.gov

The individuals listed above may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

4. **SCHEDULE OF EVENTS:** It is the City's intention to follow the solicitation timeline below:

EVENT	DATE
Solicitation released	June 29, 2018
Mandatory Pre-Bid meeting	Friday July 13, 2018 @ 9:00AM, CST
Deadline for submission of questions	Tuesday July 17, 2018 @ 5:00PM, CST
City responses to questions or addendums	Thursday July 19, 2018 by 5:00PM, CST
Deadline for submission of responses	Thursday July 26, 2018 @ 3:00PM, CST

All questions regarding the solicitation shall be submitted in writing by 5:00PM, CST on the due date noted above. A copy of all questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at:

<https://www.roundrocktexas.gov/businesses/solicitations/>.

Questions shall be submitted in writing to the "Authorized Purchasing Contact". The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:

<https://www.roundrocktexas.gov/businesses/solicitations/>.

5. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/businesses/solicitations/> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

6. **MANDATORY PRE-BID MEETING:** A pre-bid meeting will be conducted to fully acquaint Respondents with the specifications and bid submittal requirements. The pre-bid meeting is required for vendors. The pre-bid meeting will be conducted on the date specified in PART I Section 4 – Schedule of Events.

6.1 Attendance at the pre-bid meeting is MANDATORY. Respondents shall sign-in at the pre-bid meeting to document their attendance.

6.2 **Mandatory Pre-Bid meeting location:**

City of Round Rock - City Hall
221 E. Main Street
Round Rock, TX 78664

6.3 Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-bid meeting.

7. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00PM, on the due date noted in PART I, Section 4 – Schedule of Events. Mail or hand deliver sealed responses to:

City of Round Rock
Attn: Yvonne Hopkins
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299

7.1 Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".

7.2 Facsimile or electronically transmitted responses are not acceptable.

7.3 Responses cannot be altered or amended after opening.

7.4 No response can be withdrawn after opening without written approval from the City for an acceptable reason.

- 7.5 The City will not be bound by any oral statement or offer made contrary to the written specifications.
- 7.6 Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

8. **RESPONDENT REQUIREMENTS:** The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

- 8.1 Respondent shall submit one (1) evident signed "Original" and two (2) copies of the IFB response and one (1) electronic copy of the IFB response on a flash drive. The submittal is required to include all addendums and requested attachments. The bid response along with samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.
- 8.2 This Invitation For Bid (IFB) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.

For your bid to be responsive, the attachments and addendums identified below shall be submitted with your proposal response:

- 8.3 **ATTACHMENT A – BID SHEET:** The bid response shall be submitted on itemized, signed Bid Sheet provided in the solicitation packet. Failure to complete and sign the bid sheet may result in disqualification. If there is a conflict between the unit price and extended price, the unit price will take precedence. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.
- 8.4 **ATTACHMENT B – REFERENCE SHEET:** Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.
- 8.5 **ATTACHMENT C – RESPONDENT QUESTIONNAIRE:** Complete and submit Attachment C – Questionnaire with your Bid packet. Attach additional pages as needed. Failure to complete the respondent questionnaire may result in disqualification.
- 8.6 **ADDENDUMS:** Addendums may be posted to this solicitation. Bidders are required to submit all addendums, signed and dated with their sealed response. The Bidder shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/businesses/solicitations/> for any updates pertaining to the solicitation.

9. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- 9.1 Purchase price;
- 9.2 Reputation of Respondent and of Respondent's goods and services;
- 9.3 Quality of the Respondent's goods and services;
- 9.4 The extent to which the goods and services meet the City's needs;
- 9.5 Respondent's past performance with the City;
- 9.6 The total long-term cost to the City to acquire the Respondent's goods or services;
- 9.7 Any relevant criteria specifically listed in the solicitation.

9.8 **EVALUATION FACTORS:** Total 100 Points

Point allocation:

- Cost – 60 Points

- Response to Attachment C – Respondent Questionnaire – **40 Points**
 - Record keeping and maintenance database/system – 20 Points
 - Alterations/embroidery options – 5 Points
 - Uniform delivery process – 5 Points
 - Process for back-ordered items – 5 Points
 - Process for handling expedited order requests – 5 Points

Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation of the online ordering system and record keeping maintenance system and/or the request for additional material/information.

10. CONFIDENTIALITY OF CONTENT: As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, all documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

10.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.

10.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

11. CERTIFICATE OF INTERESTED PARTIES: Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

PART II

DEFINITIONS, STANDARD TERMS AND CONDITIONS, AND INSURANCE REQUIREMENTS

1. DEFINITIONS, STANDARD TERMS AND CONDITIONS: By submitting a response to this solicitation, the Bidder agrees that the City's Definitions, Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of Bidders to stay apprised of changes. The City's Definitions, Standard Terms and Conditions can be viewed and downloaded from the City's website at:
<https://www.roundrocktexas.gov/departments/purchasing/>

2. INSURANCE: The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at:
<https://www.roundrocktexas.gov/departments/purchasing/>

PART III
SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - 1.1 The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - 1.2 Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 90 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - 2.1 Be firms, corporations, individuals or partnerships normally engaged in the sale and distribution of commodity or provision of the services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - 2.2 Provide all labor, supplies and materials and own or acquire at no cost to the City all labor, supplies and materials required to satisfactorily perform the services as specified herein. The City shall not be responsible for any Respondent's tools, equipment or materials lost or damaged during the performance of the services specified herein;
 - 2.3 Must have an office / place of business within 20 mile radius of downtown Round Rock that can provide on-site alterations. Respondents who do not meet this requirement will not be included for consideration in this procurement process.
3. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations. The Respondent shall:
 - 3.1 Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules and regulations in the performance of these services;
 - 3.2 Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern;
 - 3.3 Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Respondents' obligations under this paragraph.
4. **WORKFORCE:** Successful Respondent shall:
 - 4.1 Ensure Respondent's employees perform the services in a timely, professional and efficient manner;
 - 4.2 Ensure Respondent's employees wear a company uniform while working on City property, that clearly identifies them as the Respondent's employee;
 - 4.3 Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
5. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges shall be permitted for either response or invoice purposes.
6. **PRICE INCREASE:** Contract prices for goods and services specified herein shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 15% for any single line item.

- 6.1 Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi/>.
- 6.2 Procedure to Request Increase:**
- 6.2.1** Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:
- City of Round Rock, Purchasing Department
Attn: Contract Specialist
221 East Main Street
Round Rock, TX 79664-5299**
- 6.2.2** Upon receipt of the request, the City reserves the right to either, accept the escalation and make change to the purchase order within 30 days of the request, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
- 7. PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondents' performance anytime during the contract term.
- 8. ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than ten (10) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City; the vendor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere and the vendor may be charged liquidated damages.
- 9. ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
- 10. PERMITS:** The Successful Respondent shall verify and obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified if required for the project.
- 11. AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <https://www.roundrocktexas.gov/businesses/solicitations/>.
- 12. POST AWARD MEETING:** The City and Successful Respondent (s) may have a post award meeting to discuss, but not be limited to the following:
- 12.1** The method to provide a smooth and orderly transition of services performed from the current contractor;
- 12.2** Provide City contact(s) information for implementation of agreement.
- 12.3** Identify specific milestones, goals and strategies to meet objectives.

13. DESIGNATED CONTACT PERSON:

- 13.1** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract.
- 13.2** This contact person shall remain the same throughout the term of the contract or upon termination of the contract person. If a change has been made in the contact person due to termination, the City's designated representative shall be notified by the Contractor immediately at the time of the change. NO substitutions of key personnel shall be permitted without written approval of the authorized City's designated representative.
- 13.3** Answering machines are unacceptable as a point of contact.
- 13.4** The contact person shall be identified on the Solicitation document and may be required to attend an oral presentation to the selection team prior to award of contract.
- 13.5** The City's designated contact representatives shall be:

POLICE DEPT CONTACTS:

Damaris Morales
Logistics Officer
Police Department
Phone: (512) 671-2836
E-mail: damorales@roundrocktexas.gov

FIRE DEPT CONTACTS:

Karen Johnson
Logistics Officer
Fire Department
Phone: (512) 218-3203
E-mail: kjohnson@roundrocktexas.gov

AND

Zaira Amado
Logistics Officer
Fire Department
Phone: (512) 671-2779
E-mail: zamado@roundrocktexas.gov

14. INTERLOCAL PURCHASING AGREEMENTS:

- 14.1** The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
- 14.2** The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

PART IV **SPECIFICATIONS**

1. **SCOPE**: This specification describes the requirements for work and dress uniforms for the City's Police and Fire departments' operations and specialty teams. The awarded vendor shall provide services to include, but not be limited to on-site sizing, minor and major alterations and delivery. Awarded vendor shall also maintain a database management/record keeping system of all sizing profiles and have an established online ordering system. Awarded vendor shall have adequate stock of garments to outfit new officers and replace garments as needed and in the specified time period throughout the contract and any and all renewal periods.
2. **INTENDED USE**: It is the intent of the City to outfit each Police Officer and Firefighter with a wardrobe of the brands specified in Attachment A – Bid Sheet to maintain uniformity, standardization, and quality appearance. All garment care will be as recommended by the manufacturer.
3. **SIZING/MEASUREMENT LOCATIONS**: For initial sizing, awarded vendor shall come on-site to size all Police and Fire personnel. Dates and times for initial sizings shall be coordinated between the awarded vendor and City department contacts. Periodic sizing for large groups (new cadet classes, etc.) will be required and shall be conducted on-site and coordinated between awarded vendor and City department contacts. Once all sizes have been collected, City staff will go to the vendor's local location(s) at specific designated dates and times coordinated between awarded vendor and City department contacts.

Round Rock Police Department

Logistics
2701 N. Mays
Round Rock, TX 78665

AND

Round Rock Fire Department

Logistics
3300 Gattis School Rd
Round Rock, TX 78664

4. **STANDARD ISSUE**:
 - 4.1 **Police**: See Attachment A – Bid Sheet for Police Department requirements.
 - 4.2 **Firefighter**: See Attachment A – Bid Sheet for Fire Department requirements.
5. **BRANDS**: The uniform manufacturers and styles shown on Attachment A – Bid Sheet are required for durability and availability, as well as standardization and uniformity within each department.
NOTE: Any other brand or style not specifically requested will not be considered.
6. **SERVICE REQUIREMENTS**: The awarded vendor shall:
 - 6.1 Manage a database or record keeping system to maintain all sizing profiles for all officers and firefighters. Database/record keeping system shall include the required alterations to assist in expediting the delivery of future replacement garments. NOTE: Sizing information shall be the property of the City.
 - 6.2 Have an online ordering system which has status updates in real time.
 - 6.3 Perform initial sizing of each officer at the City's locations for Police and Fire as shown in Part IV, Section 3.
 - 6.4 Dedicate a representative to coordinate with City's representative to provide service and sizing needs at the awarded vendor's location or as needed to size officers and firefighters and to schedule on-site sizing when there are groups of new officers or firefighters. For officers and firefighters already sized, City staff will go to awarded vendor's local location(s) at designated dates/times.
 - 6.6 Alter standard size garment(s) if needed, to accomplish more satisfactory fit. The awarded vendor shall:
 - 6.6.1 Provide an upsize in trouser, if needed or requested, to obtain proper fitting in the thigh and/or seat area. Provide alteration(s) of waist, thigh, seat and crotch as required to obtain proper fit.

6.6.2 Alterations shall include, but not be limited to the following:

Minor Alterations

Small Velcro Application (Shoulder & Chest Patch)
Large Velcro Application (Back Patch)
Hemming trouser
Sewing on patches, chevrons, and stripes
Removing/adding patches
Sew trouser pocket closed
Heat Transfer Plain – One Line
Heat Transfer Plain – Two Lines
Heat Transfer Reflective – One Line
Heat Transfer Reflective – Two Lines

Major Alterations

Waist altering
Striping of trouser
Altering long sleeves
Tapering trouser leg
Tapering shirt
Thigh, seat, and crotch of trouser
Alter and hem shirt tail

- 6.7** Provide on-site sizing at City locations shown in Part IV, Section 3 for officers and firefighters to be fitted for uniforms bi-monthly or as needed to provide timeliness of new and existing officers being outfitted.
- 6.8** Standard uniforms shall be delivered to the City within three days after receipt of order.
- 6.9** Altered uniforms shall be delivered to the City within no more than ten days after receipt of order.
- 7.0** Issue uniforms only upon receipt of a purchase order.
- 7.1** Provide to the City the name and telephone number of Vendor's representative.
- 7.2** On 3rd year or as needed, department-wide sizing shall be coordinated between City representatives and awarded vendor representative and must be performed on-site.
- 7.3** Sizing and/or alteration reports shall be made available upon request with 24 hours.

7.4 **BACKORDERS:**

- 7.4.1** Awarded vendor will make every attempt to locate product and provide details of their attempts to resolve backorder issues.
- 7.4.2** Awarded vendor shall provide a monthly report of all back-ordered product/items to the City's designated contacts for the Police and Fire department's.

ATTACHMENT A – BID SHEET

1. **ATTACHMENT A – BID SHEET** is posted in Solicitation Documents for IFB No. 18-007REBID Uniforms for Police and Fire Departments in an Excel format on the City of Round Rock website at:
<https://www.roundrocktexas.gov/businesses/solicitations/>
- 1.1 In order to be considered responsive, Attachment A – Bid Sheet must be completed, signed and dated by an authorized representative, and returned by the deadline for submission of response as shown in Part I, Section 4 – Schedule of Events.
- 1.2 By submitting and signing Attachment A – Bid Sheet, the Respondent acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.
- 1.3 In order to do business with the City of Round Rock, vendor must be registered with the City's Vendor Database. To register, go to: <https://roundrock.munisselfservice.com/Vendors/default.aspx>
- 1.4 By the signature affixed on Attachment A – Bid Sheet, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business."
- 1.5 The Respondent agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and the amounts shown on bid sheet.

Attachment A - Bid Sheet
IFB No. 18-007REBID
Uniforms for Police and Fire Departments

The Respondent represents by their signature below that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation documents contained in IFB No. 18-007REBID. The Respondent acknowledges that he/she has received and read the entire solicitation packet, attachments and all documents incorporated by reference, and agrees to be bound by the terms therein.

Special Instructions: All prices must be quoted in order to be considered responsive; be advised that exceptions taken to any portion of the solicitation may jeopardize acceptance of the bid. The City reserves the right to order more or less than quantities listed below.

Signature required on the last page of this Bid Sheet

Cost up to 60 Points

SECTION A - POLICE DEPT

Blauer Catalog

Item No.	Bid Item Description	Estimated Annual Qty	UOM	Unit Cost	Extended
1	Patrol - Blauer# 8460 Poly Wool Short Sleeve Shirt w/ concealed zipper	150	EA	\$ 74.99	\$ 11,248.50
2	Patrol - Blauer# 8460 Poly Wool Short Sleeve Shirt With major alterations w/ concealed zipper	250	EA	\$ 86.99	\$ 21,747.50
3	Patrol - Blauer# 8450 Poly Wool Long Sleeve Shirt w/ concealed zipper	250	EA	\$ 79.99	\$ 19,997.50
4	Patrol - Blauer# 8450 Poly Wool Long Sleeve Shirt With major alterations w/ concealed zipper	200	EA	\$ 91.99	\$ 18,398.00
5	Patrol - Blauer# 8560 Poly Wool Dress Pant	150	EA	\$ 79.99	\$ 11,998.50
6	Patrol - Blauer# 8560 Poly Wool Dress Pant With major alterations	200	EA	\$ 91.99	\$ 18,398.00
7	Patrol - Blauer# 8460W Poly Wool Women's Short Sleeve Shirt w/ concealed zipper	100	EA	\$ 74.99	\$ 7,499.00
8	Patrol - Blauer# 8460W Poly Wool Women's Short Sleeve Shirt With major alterations w/ concealed zipper	150	EA	\$ 86.99	\$ 13,048.50
9	Patrol - Blauer# 8450W Poly Wool Women's Long Sleeve Shirt w/ concealed zipper	75	EA	\$ 79.99	\$ 5,999.25
10	Patrol - Blauer# 8450W Poly Wool Women's Long Sleeve Shirt With major alterations w/ concealed zipper	100	EA	\$ 91.99	\$ 9,199.00
11	Patrol - Blauer# 8560W Women's Poly Wool Dress Pant	50	EA	\$ 79.99	\$ 3,999.50
12	Patrol - Blauer# 8560W Women's Poly Wool Dress Pant With major alterations	50	EA	\$ 91.99	\$ 4,599.50
13	Patrol - Blauer# 8741 TenX Short Sleeve Shirt w/ additional mic tab	225	EA	\$ 49.99	\$ 11,247.75
14	Patrol - Blauer# 8741 TenX Short Sleeve Shirt With major alterations w/ additional mic tab	350	EA	\$ 61.99	\$ 21,696.50
15	Patrol - Blauer# 8731 TenX Long Sleeve Shirt w/ additional mic tab	200	EA	\$ 54.99	\$ 10,998.00
16	Patrol - Blauer# 8731 TenX Long Sleeve Shirt With major alterations w/ additional mic tab	250	EA	\$ 66.99	\$ 16,747.50

Attachment A - Bid Sheet
IFB No. 18-007REBID
Uniforms for Police and Fire Departments

Item No.	Bid Item Description	Estimated Annual Qty	UOM	Unit Cost	Extended
17	Patrol - Blauer# 8836 TenX BDU Pants	200	EA	\$ 49.99	\$ 9,998.00
18	Patrol - Blauer# 8836 TenX BDU Pants With major alterations	350	EA	\$ 61.99	\$ 21,696.50
19	Patrol - Blauer# 8741W TenX Women's Short Sleeve Shirt w/ additional mic tab	150	EA	\$ 49.99	\$ 7,498.50
20	Patrol - Blauer# 8741W TenX Women's Short Sleeve Shirt With major alterations w/ additional mic tab	200	EA	\$ 61.99	\$ 12,398.00
21	Patrol - Blauer# 8731W TenX Women's Long Sleeve Shirt w/ additional mic tab	100	EA	\$ 54.99	\$ 5,499.00
22	Patrol - Blauer# 8731W TenX Women's Long Sleeve Shirt With major alterations w/ additional mic tab	150	EA	\$ 66.99	\$ 10,048.50
23	Patrol - Blauer# 8836W TenX Women's BDU Pants	100	EA	\$ 49.99	\$ 4,999.00
24	Patrol - Blauer# 8836W TenX Women's BDU Pants With major alterations	200	EA	\$ 61.99	\$ 12,398.00
25	Patrol - Blauer# 9910Z Gore-Tex Cruiser Jacket	40	EA	\$ 295.00	\$ 11,800.00
26	Patrol - Blauer# 26990 Reversible Raincoat	40	EA	\$ 119.99	\$ 4,799.60
27	K9 - Blauer# 8730 B.DU Tactical Long Sleeve Shirt	20	EA	\$ 64.99	\$ 1,299.80
28	K9 - Blauer# 8730 B.DU Tactical Long Sleeve Shirt With major alterations	35	EA	\$ 76.99	\$ 2,694.65
29	K9 - Blauer# 8740 B.DU Tactical Short Sleeve Shirt	20	EA	\$ 59.99	\$ 1,199.80
30	K9 - Blauer# 8740 B.DU Tactical Short Sleeve Shirt With major alterations	35	EA	\$ 71.99	\$ 2,519.65
31	K9 - Blauer# 8830 B.DU Tactical Pant	20	EA	\$ 64.99	\$ 1,299.80
32	K9 - Blauer# 8830 B.DU Tactical Pant With major alterations	35	EA	\$ 76.99	\$ 2,694.65
33	K9 - Blauer# 8730W Women's B.DU Tactical Long Sleeve Shirt	10	EA	\$ 64.99	\$ 649.90
34	K9 - Blauer# 8730W Women's B.DU Tactical Long Sleeve Shirt With major alterations	25	EA	\$ 76.99	\$ 1,924.75
35	K9 - Blauer# 8740W Women's B.DU Tactical Short Sleeve Shirt	10	EA	\$ 59.99	\$ 599.90
36	K9 - Blauer# 8740W Women's B.DU Tactical Short Sleeve Shirt With major alterations	25	EA	\$ 71.99	\$ 1,799.75
37	K9 - Blauer# 8830W Women's B.DU Tactical Pant	10	EA	\$ 64.99	\$ 649.90
38	K9 - Blauer# 8830W Women's B.DU Tactical Pant With major alterations	25	EA	\$ 76.99	\$ 1,924.75

Attachment A - Bid Sheet
IFB No. 18-007REBID
Uniforms for Police and Fire Departments

Item No.	Bid Item Description	Estimated Annual Qty	UOM	Unit Cost	Extended
39	Animal Control Officer - Blauer# 8670 Polyester Supershirt Long Sleeve Shirt	15	EA	\$ 54.99	\$ 824.85
40	Animal Control Officer - Blauer# 8670 Polyester Supershirt Long Sleeve Shirt With major alterations	40	EA	\$ 66.99	\$ 2,679.60
41	Animal Control Officer - Blauer# 8675 Polyester Supershirt Short Sleeve Shirt	15	EA	\$ 49.99	\$ 749.85
42	Animal Control Officer - Blauer# 8675 Polyester Supershirt Short Sleeve Shirt With major alterations	40	EA	\$ 61.99	\$ 2,479.60
43	Animal Control Officer - Blauer# 8670W Polyester Supershirt Women's Long Sleeve Shirt	15	EA	\$ 54.99	\$ 824.85
44	Animal Control Officer - Blauer# 8670W Polyester Supershirt Women's Long Sleeve Shirt With major alterations	30	EA	\$ 66.99	\$ 2,009.70
45	Animal Control Officer - Blauer# 8675W Polyester Supershirt Women's Short Sleeve Shirt	15	EA	\$ 49.99	\$ 749.85
46	Animal Control Officer - Blauer# 8675W Polyester Supershirt Women's Short Sleeve Shirt With major alterations	30	EA	\$ 61.99	\$ 1,859.70
47	Animal Control Officer - Blauer# 6120 B.Dry 3-Season Jacket	10	EA	\$ 144.99	\$ 1,449.90
48	Blauer# 8131-1 Bicomponent Polo Shirt Short Sleeve	20	EA	\$ 39.99	\$ 799.80
49	Blauer# 8131-1 Bicomponent Polo Shirt With major alterations	20	EA	\$ 51.99	\$ 1,039.80
50	Blauer# 8133 Colorblock Performance Polo Shirt Short Sleeve	35	EA	\$ 64.99	\$ 2,274.65
51	Blauer# 8133 Colorblock Performance Polo Shirt Short Sleeve With major alterations	40	EA	\$ 76.99	\$ 3,079.60
52	Blauer# 8143 Colorblock Performance Polo Shirt Long Sleeve	35	EA	\$ 69.99	\$ 2,449.65
53	Blauer# 8143 Colorblock Performance Polo Shirt Long Sleeve With major alterations	40	EA	\$ 81.99	\$ 3,279.60
54	Blauer# 343 Zip-Front Breakaway Safety Vest	75	EA	\$ 49.99	\$ 3,749.25
Vertx Catalog					
55	Vertx# VTX4000P Coldblack Short Sleeve Polo Shirt	40	EA	\$ 39.00	\$ 1,560.00
56	Vertx# VTX4000P Coldblack Short Sleeve Polo Shirt With major alterations	10	EA	\$ 41.00	\$ 410.00
57	Vertx# VTX4020P Coldblack Long Sleeve Polo Shirt	40	EA	\$ 40.00	\$ 1,600.00
58	Vertx# VTX4020P Coldblack Long Sleeve Polo Shirt With major alterations	10	EA	\$ 44.00	\$ 440.00
59	Vertx# VTX4010P Women's Coldblack Short Sleeve Polo Shirt	40	EA	\$ 39.00	\$ 1,560.00

Attachment A - Bid Sheet
IFB No. 18-007REBID
Uniforms for Police and Fire Departments

Item No.	Bid Item Description	Estimated Annual Qty	UOM	Unit Cost	Extended
60	Vertx# VTX4010P Women's Coldblack Short Sleeve Polo Shirt With major alterations	10	EA	\$ 44.00	\$ 440.00
61	Vertx# VTX4030P Women's Coldblack Long Sleeve Polo Shirt	40	EA	\$ 40.00	\$ 1,600.00
62	Vertx# VTX4030P Women's Coldblack Long Sleeve Polo Shirt With major alterations	10	EA	\$ 44.00	\$ 440.00
63	SWAT - Vertx# VTX8526MC Recon Combat Shirt - Multicam	35	EA	\$ 90.00	\$ 3,150.00
64	SWAT - Vertx# VTX8526MC Recon Combat Shirt - Multicam With major alterations	10	EA	\$ 90.00	\$ 900.00
65	SWAT - Vertx# VTX1900MC Recon Pants - Multicam	35	EA	\$ 130.00	\$ 4,550.00
66	SWAT - Vertx# VTX1900MC Recon Pants - Multicam With major alterations	35	EA	\$ 130.00	\$ 4,550.00
67	SWAT - Vertx# VTX8525OD Recon Combat Shirt - OD Green	40	EA	\$ 80.00	\$ 3,200.00
68	SWAT - Vertx# VTX8525OD Recon Combat Shirt - OD Green With major alterations	35	EA	\$ 80.00	\$ 2,800.00
69	SWAT - Vertx# VTX1901 Recon Pants - OD Green	35	EA	\$ 90.00	\$ 3,150.00
70	SWAT - Vertx# VTX1901 Recon Pants - OD Green With major alterations	10	EA	\$ 90.00	\$ 900.00
5.11 Catalog					
71	5.11# 74273 TacLite Pro Pant	30	EA	\$40.00	\$1,200.00
72	5.11# 74273 TacLite Pro Pant With major alterations	60	EA	\$40.00	\$2,400
73	5.11# 64360 Women's TacLite Pro Pant	15	EA	\$40.00	\$600.00
74	5.11# 64360 Women's TacLite Pro Pant With major alterations	30	EA	\$40.00	\$1,200.00
75	5.11# 71049 Performance Short Sleeve Polo	15	EA	\$31.00	\$465.00
76	5.11# 71049 Performance Short Sleeve Polo With major alterations	10	EA	\$31.00	\$310.00
77	5.11# 72049 Performance Long Sleeve Polo	15	EA	\$35.00	\$525.00
78	5.11# 72049 Performance Long Sleeve Polo With major alterations	10	EA	\$35.00	\$350.00
79	5.11# 61165 Women's Performance Short Sleeve Polo	5	EA	\$31.00	\$155.00
80	5.11# 61165 Women's Performance Short Sleeve Polo With major alterations	15	EA	\$31.00	\$465.00

Attachment A - Bid Sheet
IFB No. 18-007REBID
Uniforms for Police and Fire Departments

Item No.	Bid Item Description	Estimated Annual Qty	UOM	Unit Cost	Extended
106	Firefighter - Plain Pant Full Cut, Workrite # 402NX75NV, Navy - Extra Long and Oversize Indicate sizes <u>44</u> to <u>50</u>	10	EA	\$137.19	\$1,371.90
107	Firefighter - Work Trouser, Workrite # 475NX75NV, Navy	300	EA	\$139.05	41,715.00
108	Firefighter - Work Trouser, Workrite # 475NX75NV, Navy - Extra Long and Oversize Indicate sizes <u>XXL</u> to <u></u>	100	EA	\$173.81	\$17,381.00
109	Firefighter - Workrite Shorts, # 425NX60NB, Navy	100	EA	\$114.65	\$11,465.00
110	Firefighter - Professional Polo with logo, 5.11 Tactical# 72360 Long sleeve, Dark Navy	200	EA	\$ 45.00	\$ 9,000.00
111	Firefighter - Professional Polo with logo, 5.11 Tactical# 72360 Long-sleeve, Dark Navy Oversize Indicate sizes <u>3XL</u> to <u></u>	50	EA	\$ 45.00	\$ 2,250.00
112	Firefighter - Coat, Blauer Crosstech 3 in 1, #9845 with Soft fleece 4660 Liner Coat and Liner to include patches and reflective transfers on back	50	EA	\$ 424.99	\$ 21,249.50
113	Firefighter - Shirt, long sleeve, Male Blauer# 8431, White	30	EA	\$ 44.99	\$ 1,349.70
114	Firefighter - Shirt, long sleeve, Male Blauer# 8431, White Oversize Indicate sizes <u>18</u> to <u>22.5</u>	10	EA	\$ 58.49	\$ 584.90
115	Firefighter - Shirt, short sleeve, Male Blauer# 8421, White	25	EA	\$ 39.99	\$ 999.75
116	Firefighter - Shirt, short sleeve, Male Blauer #8421 White Oversize Indicate sizes <u>18</u> to <u>22.5</u>	10	EA	\$ 51.99	\$ 519.90
117	Firefighter - Job Shirt or Pullover, Storm 1/4 zip 5.11# 72363 Fire Navy	100	EA	\$ 65.00	\$ 6,500.00
118	Firefighter - Job Shirt or Pullover, Storm 1/4 zip 5.11# 72321T - Tall - Fire Navy	20	EA	\$65.00	1,300.00
119	Firefighter - Skull caps, Blauer# 160 w/RRFD embroidery on front	50	EA	65	\$ 3,250.00
120	Firefighter - Work Trouser 5.11 Stryker Pant# 74369	50	EA	74.99	\$ 3,749.50
121	Blauer# 339F-55 Velcro Hi-Visibility Safety Vest	20	EA	53.9	\$ 1,078.00
122	Incident Command Panel Velcro Hi-Visibility Yellow	5	EA	29.95	\$ 149.75
OTHER ACCESSORIES - PATCHES FOR FIRE DEPT:					
123	Fire Dept - Department Patch	200	EA	\$2.25	\$450.00
124	Fire Dept - EMT Patch	100	EA	\$ 3.25	\$ 325.00
125	Fire Dept - Paramedic, Basic Patch	50	EA	\$ 3.25	\$ 162.50
126	Fire Dept - Paramedic, Intermediate Patch	50	EA	\$ 3.25	\$ 162.50
127	Fire Dept - Paramedic, Licensed Patch	50	EA	\$ 3.25	\$ 162.50
SECTIONS A and B EXTENDED TOTAL				\$ 601,338.83	

Attachment A - Bid Sheet
IFB No. 18-007REBID
Uniforms for Police and Fire Departments

Item No.	Bid Item Description	Estimated Annual Qty	UOM	Unit Cost	Extended
81	5.11# 48112 Sabre Jacket 2.0	30	EA	\$ 205.00	\$ 6,150.00
82	5.11# 48052 Lined Packable Jacket	40	EA	\$ 40.00	\$ 1,600.00
SECTION B - FIRE DEPT					
83	Ties, Clip-on type, 100% Poly., S Broome All lengths	20	EA	\$5.00	\$100.00
84	Firefighter - Nomex Shirt Short Sleeve Workrite# 720NX45NB	200	EA	\$ 120.00	\$24,000
85	Firefighter - Nomex Shirt, Short Sleeve Workrite# 720NX45NB Oversize Indicate sizes 50 to 58	20	EA	\$ 130.00	\$2,600
86	Firefighter - Nomex Shirt, Long Sleeve Workrite# 725NX45NB	100	EA	\$ 125.00	\$ 12,500.00
87	Firefighter - Nomex Shirt, Long Sleeve Workrite# 725NX45NB Oversize Indicate sizes 50 to 58	20	EA	\$ 150.00	\$ 3,000.00
88	Firefighter - Professional Polo with logo 5.11 Tactical# 71182 Short Sleeve	80	EA	\$ 40.00	\$ 3,200.00
89	Firefighter - Professional Polo with logo 5.11 Tactical# 71182 Short Sleeve Oversize Indicate sizes 3XL to	80		\$ 40.00	\$ 3,200.00
90	Firefighter - Professional Polo with logo 5.11 Tactical# 41060	20	EA	\$39.99	\$799.80
91	Firefighter - Professional Polo with logo 5.11 Tactical# 41060 Oversize Indicate sizes 3XL Reg & L Tall to 5XL Tall	20		\$45.99	\$919.98
92	Firefighter - Dress Blazer Anchor Double Breasted, # 226BL	20	EA	\$ 300.00	\$ 6,000.00
93	Firefighter - Dress Blazer Anchor Double Breasted, # 226BL Oversize Indicate sizes 48 to 60	5	EA	\$ 300.00	\$ 1,500.00
94	Firefighter - Dress pants Anchor Black, # 229BL	20	EA	\$ 100.00	\$ 2,000.00
95	Firefighter - Dress pants Anchor Black, # 229BL Oversize Indicate sizes 48 to 60	5	EA	\$ 125.00	\$ 625.00
96	Black or White Dress Cap Bayly # 9733131	20	EA	\$ 124.00	\$2,480.00
97	Black Dress Shoes, Thorogood Poromeric # 831-6031	20	EA	\$ 70.00	\$ 1,400.00
98	Gold or Silver Metallic Cuff 1/2" striping	10	PR	\$ 17.00	\$ 170.00
99	Silver Metallic Cuff 1/4" striping	10	PR	\$ 17.00	\$ 170.00
100	Gold Maltese Cross # PE 778 (Premier)	50	EA	\$ 2.95	\$ 147.50
101	Silver Maltese Cross # PE 777 (Premier)	50	EA	\$ 2.95	\$ 147.50
102	Silver or Brass Buckled Black Dress Belt #6580 Boston Leather 1-1/4"	20	EA	\$ 25.00	\$ 500.00
103	Cap Insignia A2327- Silver Rhodium/ Screw Back Blackington	20	EA	\$ 25.00	\$ 500.00
104	Cap Insignia A2857- Gold Rhodium/ Screw Back Blackington	20	EA	\$ 26.50	\$ 530.00
105	Firefighter - Plain Pant Full Cut, Workrite # 402NX75NV, Navy	50	EA	\$109.75	\$5,487.50

Attachment A - Bid Sheet
IFB No. 18-007REBID
Uniforms for Police and Fire Departments

INFORMATION ONLY

SECTION C - ALTERATIONS for Police and Fire Depts

ALTERATIONS: Please include cost for minor and major alterations after the initial order where alterations are required.

Item No.	Minor Alterations:	Qty	UOM	Unit Cost
128	Small Velcro Application (Shoulder and Chest Patch)	1	EA	\$7.50
129	Large Velcro Application (Back Patch)	1	EA	\$9.50
130	Hemming trouser	1	EA	\$11.00
131	Sewing on patches, chevrons and stripes	1	EA	\$2.50
132	Removing/adding patches	1	EA	\$4.50
133	Sew Trouser packer closed	1	EA	\$5.00
134	Heat Transfer Plain - One Line	1	EA	\$10.00
135	Heat Transfer Plain - Two Lines	1	EA	\$12.00
136	Heat Transfer Reflective - One Line	1	EA	\$12.00
137	Heat Transfer Reflective - Two Lines		EA	\$18.00
Item No.	Major Alterations:	Qty	UOM	Unit Cost
138	Waist altering		EA	\$ 13.95
139	Striping on trouser		EA	\$ 10.00
140	Altering long sleeves		EA	\$ 14.00
141	Tapering trouser leg		EA	\$ 18.50
142	Tapering		EA	\$ 15.00
143	Thigh, side and crotch of trouser		EA	\$ 14.50
144	Alteration of tail		EA	\$ 14.50
Item No.	Embroidery:	Qty	UOM	Unit Cost
145	Embroidery - One line		EA	\$ 6.00
146	Embroidery - Two lines		EA	\$ 8.00
147	Embroidered patch/logo		EA	\$ 8.00
Item No.	(Optional) Additional Alterations Offered	Qty	UOM	Unit Cost
148	Embroidered name on garment		E	\$ 12.00
149	Collar - for lanyard= Pair			\$ 12.00
150	Mic holes- Sides for 1-4/7-1		EA	\$ 5.00
151	Mic hole - Sides for 2 -30/3		EA	\$ 5.00
152			EA	
153		1	EA	\$
154		1	EA	\$
155		1	EA	\$

Attachment A - Bid Sheet
IFB No. 18-007REBID
Uniforms for Police and Fire Departments

INFORMATION ONLY		
SECTION D - PERCENTAGE OFF CATALOG		
Item No.	Catalog Name	Percentage off Catalog
156	5.11 Catalog	13%
157	Anchor Catalog	24%
158	Bayly	5%
159	Blackinton	10%
160	Blauer Catalog	10%
161	Point Blank	10%
162	Safariland and Safariland Group Brands	10%
163	Verix Catalog	6%
164	Workrite Catalog	20%
Item No.	Catalog / Brand Name	Percentage off Catalog
165	Additional Catalog/Brand Offered <u>galls.com</u>	10%
166	Additional Catalog/Brand Offered _____	%
167	Additional Catalog/Brand Offered _____	%
168	Additional Catalog/Brand Offered _____	%
169	Additional Catalog/Brand Offered _____	%
170	Additional Catalog/Brand Offered _____	%
171	Additional Catalog/Brand Offered _____	%
172	Additional Catalog/Brand Offered _____	%
173	Additional Catalog/Brand Offered _____	%
174	Additional Catalog/Brand Offered _____	%

Attachment A - Bid Sheet
IFB No. 18-007REBID
Uniforms for Police and Fire Departments

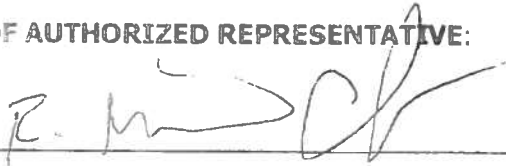
Response to Attachment C - Questionnaire - 40 Points

- * Recordkeeping and maintenance database/system - 20 Points
- * Alterations/ embroidery options- 5 Points
- * Uniform delivery process - 5 Points
- * Process for back-ordered items - 5 Points
- * Process for handling expedited order requests - 5 Points

COMPANY NAME:

Galls, LLC

SIGNATURE OF AUTHORIZED REPRESENTATIVE:



PRINTED NAME:

R. Michael Andrew jr. _____

EMAIL ADDRESS:

Brewer-Tiffany@galls.com _____

PHONE NUMBER:

800-876-4242 ext. 2179 _____

ATTACHMENT B – RESPONDENT'S REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 18-007REBID

RESPONDENT'S NAME: Gal Is, LLC

DATE: 07/18/2018

Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

- | | | |
|----|-----------------------|---|
| 1. | Company's Name | <u>Texas Department of Public Safety</u> |
| | Name of Contact | <u>Phillip Ayala</u> |
| | Title of Contact | <u>Commander</u> |
| | E-Mail Address | <u>phillip.ayala@dpa.texas.gov</u> |
| | Present Address | <u>5805 N. Lamar Blvd</u> |
| | City, State, Zip Code | <u>Austin, TX 78572</u> |
| | Telephone Number | <u>(512) 424-2119</u> Fax Number: () |

- | | | |
|----|-----------------------|---|
| 2. | Company's Name | <u>Montgomery Co. Sheriff's Office</u> |
| | Name of Contact | <u>Ken Culbreath</u> |
| | Title of Contact | <u>Leutenant</u> |
| | E-Mail Address | <u>kenneth.culbreath@mctx.com</u> |
| | Present Address | <u>1 Criminal Justice Dr.</u> |
| | City, State, Zip Code | <u>Conroe, TX 77301</u> |
| | Telephone Number | <u>(936) 760-5859</u> Fax Number: () |

- | | | |
|----|-----------------------|---|
| 3. | Company's Name | <u>Austin Police Department</u> |
| | Name of Contact | <u>Cesar Magdaleno</u> |
| | Title of Contact | <u>Equipment Manager</u> |
| | E-Mail Address | <u>cesar.magdalen@austintexas.gov</u> |
| | Present Address | <u>715 E. 8th St.</u> |
| | City, State, Zip Code | <u>Austin, TX 78701</u> |
| | Telephone Number | <u>(512) 974-5056</u> Fax Number: () |

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

ATTACHMENT C – QUESTIONNAIRE
40 Points

COMPLETE AND RETURN THIS FORM WITH YOUR SOLICITATION RESPONSE

Name of Business:	Galls, LLC
Physical Address of Headquarters (HQ):	1340 Russell Cave Rd. Lexington, KY 40505
Physical Address of Serving Branch: (if different address from HQ)	826 Rutland Drive Austin, TX 78758


1. On a separate sheet of paper, please describe your record keeping and maintenance database/system for maintaining all officers' and firefighters' sizing profiles, alterations, and measurements taken. **(20 points)**
2. On a separate sheet of paper, please explain different options you provide for alterations/embroidery and how you handle a backlog of alterations/embroidery. What is your common turn-around time for alterations/embroidery? **(5 points)**
3. On a separate sheet of paper, please explain your delivery process. What is your standard delivery time-frame from ordered to delivered? **(5 points)**
4. On a separate sheet of paper, please explain your process for handling back-ordered items and how you resolve back-ordered issues. **(5 points)**
5. On a separate sheet of paper, please explain your process for handling expedited order requests. **(5 points)**

INFORMATION ONLY:

1. Do you have an online ordering system? If yes, please provide more information on a separate sheet of paper.
CIRCLE ONE: YES or NO
2. Do you offer onsite alterations at the City's specified locations as well as at local location(s)?
CIRCLE ONE: YES or NO
3. On a separate sheet of paper, please explain your dispute resolution process for fixing incorrect orders or damaged product received. How long does it take to clear up these types of issues?
4. On a separate sheet of paper, please explain the process offered to your customers for the sampling of new products?



1. We keep all of the officers and firefighter's sizes in an online ordering system database. The individual either comes to the storefront or we go to the customers location and record all sizes for all available products. Once, the sizing is completed we record all sizes into the system including any custom alterations that are needed. When an order is processed it is processed with the individual's sizes.



[Home](#)
[My Cart](#)

[Sizing Information](#)
[My Account](#)
[Logout](#)

Your Current Location:
Edinburg Police Dept

Account Reserved Date: 02/10/2019

Amount	Used	Shopping Cart	Available
\$750.00	\$426.25	\$0.00	\$121.75

0 items in your cart | \$0.00

You have 0 items in your cart

Sizing Information

My Account

Account Dashboard

Sizing Information

Address Book

Recent Orders

Advanced Tracking

Order History

Sizing Information

Inseam:

Neck Size:

Sleeve Size:

Chest/Shoulder Size:

Jacket Size:

Waist Size:

Foot Size:

UPDATE SIZES


Contact Us

Return Info

Product Sizing Info

Terms & Conditions

Privacy



POWERED BY

GALLS

At any point we can update these sizes if they change.



1340 Russell Cave Road
Lexington, KY 40505

2. We perform all alterations and embroidery, including but not limited to shirt tapers, leg tapers, waist alterations, embroidery of logo and names, embroidered collar insignia. In order for us to handle our back-log we employ a Warehouse Lead who helps prioritize order flow and keeps an eye out for orders and their respective due dates. Our Warehouse lead will ensure timely delivery on all orders and will also prioritize back-orders and oldest orders to be done first. Orders are processed within 5-10 days of receipt unless there is a back-order from the manufacture. If there is a back-order we will communicate that to the end user. If necessary, we will also utilize our other storefronts to assist with order flow to ensure a 5-10-day turnaround. We also implement a dashboard that constantly manages time tracking of order flow. We have an entire management team held accountable to the metrics of time of order flow. This is monitored daily several times throughout the day.

3. Standard delivery time is 5-10 business days. Our plan would be to stock the contracted items for prompt delivery on all orders. Our delivery process works hand in glove with our order flow process. Once an order is complete and gone through quality control the ticket is sorted based on ship method and customer's predetermined shipping methods. The order then is tied with its tracking number and all shipments with all tracking numbers are logged on that order.

4. Back-orders will be communicated to the end user as soon as we are made aware. We will always attempt to do any all alterations possible to avoid delivery problems. For example, if a customer orders a short sleeve shirt in size Medium - regular and that item is on back-order, but we have available Medium -Tall, we will alter the garment to a medium regular and deliver to the customer. We will do the same for Long Sleeve, pants and other items. We also have access to a huge network of other stores across the country to help us locate inventory. We have a wide range of products to choose from as well; we will use our experience and product knowledge to match what is on backorder. For example, if we have the same poly/cotton ripstop blend in another brand available with the same features-we will offer to you at same price. We would never be able to change or sub an item without customer permission first.

5. Expedited orders are processed first and are made with a unique Red Dot and a Red priority folder signaling to all our staff that this order is priority. We communicate to the end user about a due date and make sure that our team is aware of the due date. Then we will ensure delivery on all items by any means necessary. We try to get all the information on the front end of an order as well to ensure if there is a quick deliver deadline we can process accordingly.

INFORMATION ONLY RESPONSES:

1. Yes, we provide an online ordering system. All products unique to the department will be uploaded into the system. No other products will be visible. All employees will be/are loaded into the system with all their unique sizes and alterations. The department will select certain individuals to place and approve orders. All status updates and information will be available via e-mail and other reports. A detailed hand book is attached.

2. Yes, our alterations are provided onsite at Miller Uniforms. We also can utilize any of our stores nationwide to do alterations.

3-For incorrect orders, we will prioritize these as rushes and fix them ASAP. these orders will be treated as expedited orders and processed first with our unique Red Dot Priority system. For damaged product, these will fall under the manufactures warranty and will be treated on a case by case basis. If the product- falls under the warranty, we will process new orders as expedited orders. As far as dispute process: customer will let representative know what is incorrect and Galls will ensure swift delivery and/or replacement of incorrect items. If items were ordered incorrect by customer, we will work to ensure a swift turnaround as well.

4. Wear Tests and Samples are offered to the customer at no charge. We will work with manufacturers and issue samples at no charge depending on the potential issuance and the needs of the department. Samples of products that will be returned can be ordered at any time.

Please note that all our processes are subject to change



CITY OF ROUND ROCK
INVITATION FOR BID (IFB) – UNIFORMS FOR POLICE AND FIRE DEPARTMENTS
IFB No. 18-007REBID Addendum No. 1 Date of Addendum: 7/19/2018

Addendum No. 1, dated Thursday, 7/19/2018 is being issued to respond to all questions submitted by the deadline of Tuesday, 7/17/2018 @ 5:00PM for IFB No. 18-007REBID – Uniforms for Police and Fire Departments, as outlined below:

Attachment A – Bid Sheet Corrections:

1. The City hereby replaces Attachment A – Bid Sheet with Attachment A – Bid Sheet, Addendum 1. Item numbers 105 and 106 have been updated to reflect correct part numbers and description information, as shown below. The Attachment A – Bid Sheet, Addendum 1 can be viewed in an Excel format on the City of Round Rock website at: <https://www.roundrocktexas.gov/businesses/solicitations/>

ORIGINAL Bid Sheet items:

Item No.	Bid Item Description	Estimated Annual Qty	UOM	Unit Cost	Extended
105	Firefighter – Work Trouser, Workrite # 475NMX75NB, Navy	50	EA	\$	\$
106	Firefighter – Work Trouser, Workrite # 475NMX75NB, Navy – Extra Long and Oversize Indicate sizes _____ to _____	10	EA	\$	\$

UPDATED Bid Sheet items:

Item No.	Bid Item Description	Estimated Annual Qty	UOM	Unit Cost	Extended
105	Firefighter – Plain Pant Full Cut, Workrite # 402NX75NV, Navy	50	EA	\$	\$
106	Firefighter – Plain Pant Full Cut, Workrite # 402NX75NV, Navy – Extra Long and Oversize Indicate sizes _____ to _____	10	EA	\$	\$



CITY OF ROUND ROCK
INVITATION FOR BID (IFB) – UNIFORMS FOR POLICE AND FIRE DEPARTMENTS
IFB No. 18-007REBID Addendum No. 1 Date of Addendum: 7/19/2018

Approved by: [Signature]
Yvonne Hopkins, Purchaser

Date: 7/19/18

By the signatures affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED:

Galls, LLC
Vendor

[Signature]
Authorized Signature

R. Michael Andrews Jr.
Printed Name

7/23/2018
Date

RETURN ONE SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.



Award Recommendation

To: Oscar Wise
Contract Management
City of Round Rock

From: Chief Allen Banks
Chief of Police
Police Department
and

From: Chief Robert Isbell
Chief of Fire
Fire Department

Date: August 29, 2018

An Invitation For Bid was solicited in accordance with IFB No. 18-007REBID for Uniforms for Police and Fire Departments for the City of Round Rock.

The IFB solicitation was advertised in the Austin American Statesman newspaper and posted to the City of Round Rock website with the City receiving a total of one (1) response, as follows: Galls, LLC.

An evaluation team consisting of individuals with the City of Round Rock Police and Fire Departments with expertise in this area evaluated the offers and scored Galls, LLC as the most qualified company to provide these services, based on recordkeeping and maintenance database/system, alterations/embroidery options, uniform delivery process, the process for back-ordered items, the process for handling expedited order requests, and the bid cost.

Respondent and point distribution is listed below: Total available percentage points is 100%.

- **Galls, LLC – 95%**

The Police and Fire Departments recommend an award to Gall's, LLC based on the following: best overall bid in accordance with the advertised evaluation criteria, highest percentage points of 95% received during IFB evaluation and scoring, demo presentation to PD and Fire representatives by Galls and best vendor to provide the required uniforms for the City of Round Rock.

Agreement Term: Five (5) Years

Annual Contract Amount: \$601,338.65

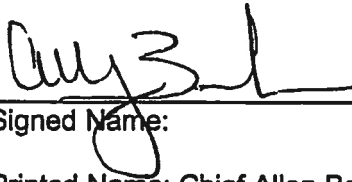
Total Contract Amount: \$3,006,693.25

Recommended Vendor:

Galls, LLC
826 Rutland Drive
Austin, Texas 78758
Headquarters:
1340 Russell Cave Rd.
Lexington, KY 40505

The anticipated contract shall be made in an amount for 60 months.

Approvals:

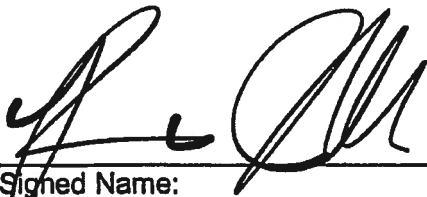


Signed Name:

Printed Name: Chief Allen Banks
Chief of Police

8-29-18

Date:



Signed Name:

Printed Name: Chief Robert Isbell
Chief of Fire

9-1-18

Date:



Purchasing Manager Review

Printed Name: Teresa Reddy
Purchasing Manager, Finance

Date: 9/4/18

BID TABULATION

Solicitation Number/Name: 18-007REBID Uniforms for Police and Fire Departments

Evaluation Matrix

Item #	Evaluation Criteria	Low Bid	Points	Vendor 1	Vendor 2	Vendor 3
1	Cost Proposal	\$ 601,338.65	60	60	N/A	N/A
	Attachment C - Questionnaire					
2	Recordkeeping and maintenance database/system		20	18	N/A	N/A
3	Alterations/ embroidery options		5	4	N/A	N/A
4	Uniform delivery process		5	4	N/A	N/A
5	Process for back-ordered items		5	5	N/A	N/A
6	Process for handling expedited order requests		5	4	N/A	N/A
Grand Total Score			100	95	0	0
Total Bid Amount (from Bid Tabulation)				\$ 601,338.65	N/A	N/A

Department Recommends Award to: Vendor 1

Signature  Date: 8/3/18

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Galls, LLC
Lexington, KY United States

Certificate Number:
2018-410442

Date Filed:
10/03/2018

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

City of Round Rock

Date Acknowledged:

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

18-007REBID
Uniforms for Police and Fire Departments

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Justin Penman, and my date of birth is 10/23/1980.

My address is 1340 Russell Cave Rd., Lexington, Ky, 40505, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Fayette County, State of Kentucky, on the 3rd day of October, 20 18.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.4

Title: Consider a resolution authorizing the Mayor to execute Amendment No. 2 to the Administration and Funding Agreement for the City of Round Rock Economic Development Program.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/20/2018

Dept Director: Laurie Hadley, City Manager

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: City Manager's Office

Text of Legislative File 2018-6134

RESOLUTION NO. R-2018-6134

WHEREAS, the City of Round Rock (“City”) has previously entered into an Administration and Funding Agreement for the City of Round Rock Economic Development Program (“Agreement”) on the 26th day of January, 2017 by and among the City of Round Rock, the Round Rock Transportation and Economic Development Corporation and the Round Rock Chamber of Commerce, Inc., DBA Round Rock Chamber (“Chamber”), collectively the “Parties”; and

WHEREAS, the Parties have determined that it is in their best interest to modify and amend the Agreement to increase the funding paid to the Chamber for services provided; and

WHEREAS, the Parties now wish to enter into a Second Amendment to the Administration and Funding Agreement for the City of Round Rock Economic Development Program, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City a Second Amendment to the Administration and Funding Agreement for the City of Round Rock Economic Development Program, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 20th day of November, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**SECOND AMENDMENT
TO THE
ADMINISTRATION AND FUNDING AGREEMENT FOR
THE CITY OF ROUND ROCK ECONOMIC DEVELOPMENT PROGRAM**

This Second Amendment ("Second Amendment") is to that one certain Administration and Funding Agreement for the City of Round Rock Economic Development Program ("Agreement") entered into on the 26th day of January, 2017 by and among the City of Round Rock ("City"), the Round Rock Transportation and Economic Development Corporation ("TED Corp.") and the Round Rock Chamber of Commerce, Inc., DBA Round Rock Chamber, ("Chamber"), collectively the "Parties".

RECITALS

WHEREAS, the Parties entered into the Agreement on the 26th day of January, 2017; and

WHEREAS, the Parties have determined that it is in their best interest to modify and amend the Agreement to increase the funding paid to the Chamber for services provided;

NOW THEREFORE, the Parties agree to amend and modify the Agreement as follows:

I.

1.01 Article III, Funding, Section 3.01. Fees. is hereby amended to read as follows:

Section 3.01. Fees. For the services provided by the Chamber in the administration and execution of the Program, the TED Corp. agrees to pay to the Chamber the sum of \$48,750.00 for each calendar month for the remainder of the Term of this Agreement, which amount shall be paid by the TED Corp. to the Chamber on or before the first day of the month, beginning October 1, 2018 and on or before the first day of each calendar month thereafter until this Agreement is terminated. The parties may from time to time, and by mutual written agreement, agree that the City shall pay to the Chamber additional amounts for specific items as may be mutually agreed upon. The Chamber will provide an invoice to the TED Corp, by the first of each month.

II.

2.01 To the extent necessary to effect the terms and provisions of this Second Amendment, the Agreement is hereby amended and modified. In all other respects, the aforesaid Agreement is hereby ratified and confirmed.

2.02 This Second Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute buy one and the same instrument.

IN WITNESS WHEREOF, this Agreement is entered into to be effective as of the ____ day of November ____, 2018

Round Rock Chamber of Commerce

By: _____
_____, its _____

City of Round Rock, Texas

By: _____
Craig Morgan, Mayor

Attest:

Sara White, City Clerk

For City, approved as to form:

Stephan L. Sheets, City Attorney

Round Rock Transportation and Economic Development Corporation

By: _____
Craig Morgan, its President

For TED Corp., approved as to form:

Stephan L. Sheets, Corporation Attorney



City of Round Rock

Agenda Item Summary

Agenda Number: G.5

Title: Consider a resolution nominating Wayne Fueling Systems, LLC as a qualified Enterprise Zone Project to be eligible to participate in the Enterprise Zone Program.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/20/2018

Dept Director: Brooks Bennett, Assistant City Manager

Cost:

Indexes:

Attachments: Resolution

Department: City Manager's Office

Text of Legislative File 2018-6130

This agenda item is to nominate Wayne Fueling Systems, LLC's project as an Enterprise Project for job retention to be designated by the Governor's office of Economic Development. Wayne is owned by parent company, Dover Corporation, headquartered in Illinois. Wayne is an ISO 14001 certified global fuel dispenser manufacturing company. Wayne and Dover Corporation employ approximately 3,120 people across 140 countries. Wayne's world headquarters is located in Round Rock and the campus constitutes five separate buildings. They employ over 400 people and their 2017 global revenue was approximately \$823 million. Wayne is a sales tax contributor to the city and is active in several local philanthropic activities through donations and volunteer efforts.

Wayne is planning new capital investments starting in 2018 and over the next five years with strategic and sustaining upgrades located at 3814 Jarrett Way. The planned capital investment consists of approximately \$8 million for machinery and computer equipment. As part of this investment, Wayne will retain 400 jobs and create a least ten new jobs.

The short-term goal for the new investments is to enhance the infrastructure, enabling the Company to support continued growth and employee recruitment, while increasing operational capabilities, and creating an efficient working environment. Ultimately, the long-term benefits of the enhanced infrastructure is to better accommodate the needs of the employees and customers, strategically positioning Wayne for a legacy of being the industry's preferred global fuel dispenser manufacturer.

RESOLUTION NO. R-2018-6130

A RESOLUTION AUTHORIZING THE CITY OF ROUND ROCK TO NOMINATE WAYNE FUELING SYSTEMS LLC TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT AND TOURISM THROUGH THE ECONOMIC DEVELOPMENT BANK FOR DESIGNATION AS A QUALIFIED BUSINESS AND ENTERPRISE PROJECT UNDER THE TEXAS ENTERPRISE ZONE PROGRAM PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE.

WHEREAS, The City of Round Rock, Texas (the “City”) previously passed Ordinance No. G-09-10-22-10A1 on October 22, 2009 electing to participate in the Texas Enterprise Zone Program, and the local incentives offered under this resolution are the same on this date as were outlined in Ordinance No. G-09-10-22-10A1; and

WHEREAS, the Office of the Governor Economic Development and Tourism through the Economic Development Bank will consider Wayne Fueling Systems LLC as an enterprise project pursuant to a nomination and an application made by the City; and

WHEREAS, the City desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents of enterprise zones, veterans and to other economically disadvantaged individuals; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (the “Act”), Wayne Fueling Systems LLC has applied to the City for designation as an enterprise project at its 3814 Jarret Way facility on the Round Rock campus; and

WHEREAS, the City finds that Wayne Fueling Systems LLC meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

1. Wayne Fueling Systems LLC is a “qualified business” under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body’s jurisdiction located outside of an enterprise zone and at least twenty-five percent (25.0%) of the business’ new employees will be residents of an enterprise zone, economically disadvantaged individuals or veterans; and
2. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and
3. The designation of Wayne Fueling Systems LLC as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area; and

WHEREAS, the City finds that Wayne Fueling Systems LLC meets the criteria for tax relief and other incentives adopted by the City and nominates Wayne Fueling Systems LLC for enterprise project status on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, the City finds that it is in the best interest of the City to nominate Wayne Fueling Systems LLC as an enterprise project pursuant to the Act;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK:

That the findings of the City and its actions approving this Resolution taken at the council meeting are hereby approved and adopted.

BE IT FURTHER RESOLVED that Wayne Fueling Systems LLC is a “qualified business,” as defined in the Section 2303.402 of the Act, and meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act.

BE IT FURTHER RESOLVED that the enterprise project shall take effect on the date of designation of the enterprise project by Office of the Governor Economic Development and Tourism and terminate five (5) years from the date of designation.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 20th day of November, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.6

Title: Consider a resolution nominating United Parcel Service, Inc. as a qualified Enterprise Zone Project to be eligible to participate in the Enterprise Zone Program.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/20/2018

Dept Director: Brooks Bennett, Assistant City Manager

Cost:

Indexes:

Attachments: Resolution

Department: City Manager's Office

Text of Legislative File 2018-6131

This agenda item is a request for nomination of UPS's Round Rock facility as an Enterprise Project for job retention and creation benefits. UPS is building a new 225,000 sf distribution and warehouse facility in Round Rock at 33 Roundville Lane. The total cost of the new facility is expected to be \$110.9 million, housing 300 UPS delivery vehicles, and creating 467 new full-time positions. It will also serve to retain 96 full-time positions currently located at its leased facility off Old Settlers Blvd.

UPS's basis for qualification of enterprise project designation are, (1) it involves "an expansion, renovation, or new construction"; (2) it will be completed within a predetermined period of time not to exceed 5 years; and (3) the company utilizes a cost center based accounting system that allows for tracking of income and expenses related to the qualified business site.

UPS is located in Census Tract 207.03, Block Group 1, in Williamson County with a 2.54% poverty level, as defined by the U.S. Census for 2010. UPS commits to hiring thirty-five percent (35%) economically disadvantaged persons, veterans or enterprise zone residents for its new or replacement personnel at the facility, for certified jobs over the next five years.

RESOLUTION NO. R-2018-6131

A RESOLUTION AUTHORIZING THE CITY OF ROUND ROCK TO NOMINATE UNITED PARCEL SERVICE, INC. TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT AND TOURISM THROUGH THE ECONOMIC DEVELOPMENT BANK FOR DESIGNATION AS A QUALIFIED BUSINESS AND ENTERPRISE PROJECT UNDER THE TEXAS ENTERPRISE ZONE PROGRAM PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE.

WHEREAS, The City of Round Rock, Texas (the “City”) previously passed Ordinance No. G-09-10-22-10A1 on October 22, 2009 electing to participate in the Texas Enterprise Zone Program, and the local incentives offered under this resolution are the same on this date as were outlined in Ordinance No. G-09-10-22-10A1; and

WHEREAS, the Office of the Governor Economic Development and Tourism through the Economic Development Bank will consider United Parcel Service, Inc. (“UPS”) as an enterprise project pursuant to a nomination and an application made by the City; and

WHEREAS, the City desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents of enterprise zones, veterans and to other economically disadvantaged individuals; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (the “Act”), UPS has applied to the City for designation as an enterprise project at its facility at 33 Roundville Lane on the Round Rock campus; and

WHEREAS, the City finds that UPS meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

1. UPS is a “qualified business” under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body’s jurisdiction located outside of an enterprise zone and at least

thirty-five percent (35.0%) of the business' new employees will be residents of an enterprise zone, economically disadvantaged individuals or veterans; and

2. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and
3. The designation of UPS as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area; and

WHEREAS, the City finds that UPS meets the criteria for tax relief and other incentives adopted by the City and nominates UPS for enterprise project status on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, the City finds that it is in the best interest of the City to nominate UPS as an enterprise project pursuant to the Act;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK:

That the findings of the City and its actions approving this Resolution taken at the council meeting are hereby approved and adopted.

BE IT FURTHER RESOLVED that UPS is a "qualified business," as defined in the Section 2303.402 of the Act, and meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act.

BE IT FURTHER RESOLVED that the enterprise project shall take effect on the date of designation of the enterprise project by Office of the Governor Economic Development and Tourism and terminate five (5) years from the date of designation.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 20th day of November, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.7

Title: Consider a resolution authorizing the Mayor to execute a stop loss insurance renewal with Aetna.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/20/2018

Dept Director: Valerie Francois, HR Director

Cost: \$1,430,656.00

Indexes: Self-Funded Health Insurance

Attachments: Resolution, Exhibit A

Department: Human Resources Department

Text of Legislative File 2018-6083

This is a new policy with Aetna for the stop loss insurance for 2019 that we are required to maintain. Our stop loss specific coverage is being maintained at \$200,000.00

Cost: \$1,430,656

Source of Funds: Self-Funded Health Insurance Fund

RESOLUTION NO. R-2018-6083

WHEREAS, the City of Round Rock has previously entered into an Administrative Services Agreement (“Agreement”) with Aetna Life Insurance Company (“Aetna”) for Stop Loss insurance on December 7, 2017 by Resolution No. R-2017-4987, and

WHEREAS, the City Council desires to renew said Agreement with Aetna, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Council hereby authorizes renewal of the Administrative Services Agreement with Aetna for insurance coverage for the guarantee period of January 1, 2019 through December 31, 2019 as set forth in the Stop Loss Renewal document from Aetna attached as Exhibit “A.”

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended

RESOLVED this 20th day of November, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

Stop Loss Renewal

City of Round Rock
January 1, 2019 through December 31, 2019

Aetna Life Insurance Company
Customer Number - 819919

Firm Stop Loss Quote

- This exhibit outlines your firm renewal rates effective January 1, 2019.
- Pricing assumes plan enrollment of 835 employees. If actual enrollment varies by more than 10% in total and/or the plan design changes we reserve the right to readjust the stop loss premium.
- In an environment where healthcare costs are increasing, maintaining the same deductible shifts more of the claim cost to the stop loss provider.
- To help reduce the effect of leveraging, it is recommended that a plan sponsor consider increasing their Stop Loss deductible to keep pace with medical trend.
- Please refer to the stop loss policy for detailed Stop Loss information.

	Current 1/1/2018	Firm Renewal 1/1/2019	Option \$250K ISL 1/1/2019	Option \$300K ISL 1/1/2019
<u>STOP LOSS COVERAGE SPECIFICATIONS</u>				
Policy Period Length (months):	12	12	12	12
Number of Employees Covered Under Stop Loss:	812	835	835	835
Producer Compensation:	0.0%	0.0%	0.0%	0.0%
Terminal Liability Option:	None	None	None	None
Claims Paid Basis for Medical Coverages:	Cleared	Cleared	Cleared	Cleared
Claims Paid Basis for APM Rx coverage is on a cleared basis				

INDIVIDUAL STOP LOSS COVERAGE SPECIFICATIONS

Individual Stop Loss Level:	\$200,000	\$200,000	\$250,000	\$300,000
Contract Type:	Paid	Paid	Paid	Paid
Coinsurance %:	100%	100%	100%	100%
M/N Claims Apply to ISL (Aetna Administered only):	Yes	Yes	Yes	Yes
Rx Claims Applied to ISL (Aetna Administered only):	Yes	Yes	Yes	Yes
Individual Specific Stop Loss Limits (Lasering):	No	No	No	No
Individual Lifetime Stop Loss Payment Amount:	Unlimited	Unlimited	Unlimited	Unlimited
Reimbursement Method:	Immediate	Immediate	Immediate	Immediate

AGGREGATE STOP LOSS COVERAGE SPECIFICATIONS

Aggregate Stop Loss Percentage:	125%	125%	125%	125%
Contract Type:	Paid	Paid	Paid	Paid
Maximum Annual ASL Payment Amount:	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Reimbursement Method:	Monthly Budget Feature	Monthly Budget Feature	Monthly Budget Feature	Monthly Budget Feature
Prior Carrier Runoff Cap:	\$0	\$0	\$0	\$0
Total Claims Applied to Aggregate Stop Loss:	\$10,489,422	\$10,087,175	\$10,207,114	\$10,290,862
Benefits that apply to ASL-Medical:	\$7,524,589	\$7,380,237	\$7,380,237	\$7,380,237
Benefits that apply to ASL-Drug:	\$2,964,833	\$2,706,938	\$2,706,938	\$2,706,938
Lasering Adjustment:	\$0	\$0	\$0	\$0
Pooling and Coinsurance Adjustment:	\$0	\$0	\$119,939	\$203,687

FINANCIAL INFORMATION

Stop Loss Premium:	\$1,275,197	\$1,430,656	\$1,141,078	\$925,447
State Assessment Fee	\$0	\$0	\$0	\$0
Total Stop Loss Premium:	\$1,275,197	\$1,430,656	\$1,141,078	\$925,447
Total Premium (PEPM) Composite Rate:	\$130.87	\$142.78	\$113.88	\$92.36
Individual Stop Loss premium as % of Total Premium:	93.85%	95.98%	94.90%	93.66%
Stop Loss Aggregate Limit*:	\$13,111,778	\$12,608,969	\$12,758,893	\$12,863,578
Stop Loss Aggregate Limit (PEPM) Composite Factor:	\$1,345.63	\$1,258.38	\$1,273.34	\$1,283.79
ISL rate:	\$124.58	\$137.04	\$108.07	\$86.50
ASL rate:	\$6.29	\$5.74	\$5.81	\$5.86

*Minimum Stop Loss Aggregate Limit will be set using the first month enrollment x Stop Loss Aggregate Limit (PEPM) Composite Factor x # of contract Months.

Premium rates are billed and Aggregate Factors are administered on a composite basis.



City of Round Rock

Agenda Item Summary

Agenda Number: G.8

Title: Consider a resolution authorizing the Mayor to execute an Agreement with CareATC, Inc. for the operation of the City's on-site medical clinic.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/20/2018

Dept Director: Valerie Francois, Human Resources Director

Cost: \$717,000.00

Indexes: Self-Funded Health Insurance

Attachments: Resolution, Exhibit A

Department: Human Resources Department

Text of Legislative File 2018-6090

This item is for an administrator to continue the operation of Rockcare, the City's employee health clinic. The administrator will be responsible for managing the daily operations of the clinic, including staffing and providing medical services to employees and dependents.

Cost: \$717,102 per year (plus \$29,300 one time implementation costs the first year)

Source of Funds: Self-Funded Health Insurance Fund

RESOLUTION NO. R-2018-6090

WHEREAS, the City of Round Rock (the “City”) has duly advertised for a third-party operator of the City’s existing on-site medical clinic (the “Clinic”); and

WHEREAS, CareATC, Inc. has submitted a proposal to provide said services, and said proposal has been determined to be the most advantageous to the City considering the price negotiated and other evaluation factors included in the request for qualifications; and

WHEREAS, the City Council wishes to accept the proposal of CareATC, Inc., Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the proposal of CareATC, Inc. for the operation of the City’s Clinic is hereby accepted as the proposal determined to be the most advantageous to the City considering the price negotiated and other evaluation factors included in the request for qualifications.

That the Mayor is hereby authorized and directed to execute on behalf of the City a Clinic Service Agreement with CareATC, Inc., attached hereto as Exhibit “A” and incorporated herein.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 20th day of November, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



EXHIBIT "A"

CLINIC SERVICE AGREEMENT

THIS CLINIC SERVICE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2018, but effective as of _____ 2018 ("Effective Date") by and between **CareATC, Inc.**, an Oklahoma corporation ("CATC") and **City of Round Rock**, a Texas home-rule municipality ("City"), in its capacity as Plan Administrator of City's Health Care Plan. Together CATC and City may be referred to as the "Parties."

WHEREFORE, CATC is a vendor that provides Covered Services as that term is defined in Exhibit A through medical clinics to employers for the benefit of employees and other eligible participants (collectively, "Clinic Eligible Participants"). CATC has proprietary processes and services that reduce plan healthcare costs and improves overall health of its patients.

WHEREFORE, City is an employer that offers its employees access to a City-owned medical clinic to obtain certain Covered Services and to reduce plan healthcare costs and to improve overall health of its employees. City acknowledges that the success and effectiveness of the Covered Services offered by CATC is greatly dependent upon the support and assistance City provides regarding educating and participation of City's workforce, allowing sufficient clinic hours of operations and providing suitable premises for a clinic.

WHEREFORE, "Plan Administrator" is an individual(s) that oversees the operation of City's employee benefit plans (the "Plan"). Under ERISA and HIPAA, the Plan is a separate entity, distinct from City. Plan Administrator determines questions of eligibility for the Plan and interprets the terms of the Plan.

NOW, THEREFORE, for good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, City and CATC hereby agree as follows:

1. Scope of Work

- a. CATC shall perform the services designated on Exhibit A, incorporated herein by reference and attached hereto for all purposes. The services designated are collectively referred to throughout this Agreement as "Covered Services". The Covered Services will be provided at the location(s) listed on Exhibit A (collectively the "Clinic"). The Clinic may be staffed with the following: physicians, physician assistants, nurse practitioners, nurses, registered nurses, licensed practical nurses, medical assistants or other medical support staff (collectively, "Health Professionals"). The Clinic shall staff at minimum one physician assistant or nurse practitioner; two medical assistants and one supervising physician.
- b. The Clinic will be available to those Clinic Eligible Participants that are designated as eligible to have access to the Clinic by Plan Administrator and/or City and who are communicated to CATC as being eligible by Plan Administrator and/or City. Clinic Eligible Participants will not be required to use the Clinic, or any service provided by CATC; provided, however, City may use increased medical insurance contributions, co-pays and other incentives, as it sees fit as permitted by law, to encourage the Clinic Eligible Participants' use of the Covered Services.
- c. CATC may furnish a temporary Health Professional to perform Covered Services when the permanent Health Professional is unavailable. Temporary coverage shall be considered a period not to exceed ninety (90) days. CATC may replace an existing Health Professional on a permanent basis to perform Covered Services following notification to City and approval by the City.
- d. The Clinic and Health Professionals who staff the Clinic are Covered Entities for purposes of HIPAA. Consequently, Protected Health Information ("PHI") pertaining to the Clinic Eligible Participants may be released by the Clinic to Plan Administrator or other entity as directed by the Plan Administrator if allowed under HIPAA for purposes of treatment, payment or healthcare operations.
- e. The Parties may not expand the scope of work in accordance with this Agreement as reflected on Exhibit A without the express written agreement of the parties.

2. Fees

City agrees to pay CATC in accordance with the fee schedule described in Exhibit B to this Agreement, incorporated herein by reference and attached hereto for all purposes.

3. Rate and Performance Guarantee

The Fees set forth in Exhibit B shall remain in effect for the initial term of this Agreement. Commencing with the third renewal of the Agreement, CATC may request a fee increase annually at a rate determined by the US Bureau of Labor Statistics-Medical Care Services Index and thereafter on an annualized basis. The City reserves the right to either accept the escalation, negotiate an escalation or terminate the Agreement if a mutually agreed upon escalation cannot be reached.

The performance guarantees set forth in Exhibit B shall remain in effect for the initial term of this Agreement and any subsequent renewals after any mutually agreed upon adjustments are made.

4. Term and Termination

The term of this Agreement is one (1) year from the Effective Date ("Initial Term"). This Agreement will automatically renew for four successive one (1)-year terms beginning after the expiration of the Initial Term.

Either Party may terminate this Agreement without cause after the Initial Term or any subsequent renewal term by providing the other party with written notice of their intent not to renew the Agreement at least ninety (90) days prior to current Expiration Date.

If this Agreement extends beyond the current fiscal year and notwithstanding anything to the contrary and when applicable, CATC acknowledges and agrees that pursuant to the applicable state law, this Agreement is subject to an annual appropriation dependency requirement to the effect that the renewal of this agreement is contingent upon the appropriation of funds to fulfill the requirements of this agreement. If the City fails to appropriate sufficient monies to provide for payments under this agreement,



then this agreement shall terminate on the last day of the last fiscal year for which funds were appropriated.

In the event this Agreement is terminated, CATC agrees to transfer to a new vendor, the electronic medical records for each eligible plan participant that executes a consent authorizing the transfer. The patient consent must include the specific medical information to be transferred, who the medical information is being transferred to and comply with all other HIPAA requirements then in place.

5. Breach and Remedies

If a Party commits a breach of this Agreement, the non-breaching Party may provide written notice of the breach to the breaching Party. Upon such notice, the non-breaching Party must provide an opportunity to cure such breach within thirty (30) days. If the breaching Party fails to fully cure its breach within such thirty (30) day period, the non-breaching Party may terminate this Agreement for cause, upon thirty (30) days written notice.

6. CATC Responsibilities

- a. CATC shall obtain [or has obtained] all licenses and permits necessary to provide the Covered Services under this Agreement.
- b. CATC shall purchase supplies and equipment that are commonly needed for the operation of the Clinic and to provide the Covered Services. These supplies include the standard formulary and non-dispensing drugs, disposable and non-disposable medical supplies and standard laboratory services. CATC will ensure that a regular inventory of all supplies is maintained. CATC will maintain lists of the standard formulary, laboratory services and other supplies. These standard lists may be periodically reviewed and modified. Any changes to the standard lists will be communicated to City.
- c. CATC will arrange for lab services, including courier pick-up.
- d. CATC will arrange for the pickup and disposal of medical waste.
- e. CATC will provide City and/or Plan Administrator with the reports described below. Any reports containing participant information will be de-identified before being provided.
 - i. Reports given from the electronic medical records system for established reporting periods including but are not limited to, chronic disease management, Clinic utilization, and aggregate health trends.
 - ii. Medication usage report.
 - iii. Patient satisfaction reports.
- f. CATC will provide Clinic Eligible Participants who participate in the Personal Health Assessment ("PHA") program with an individual PHA report and access to electronic individual reports via the CATC mobile app and secure Internet City Portal. These individual PHA reports will not be available to City and/or Plan Administrator unless the participant signs a patient consent authorizing CATC to provide access to them.
- g. CATC will contract with "Health Professional(s)" to provide services to City at the Clinic. Health Professionals will be subject to the following terms per his/her agreement:
 - i. Have the right to determine his/her own means and methods of providing Covered Services with oversight

and quality control functions performed by CATC's Medical Director, Physician Leadership Group and Medical Executive Committee.

- ii. Will be required to give due consideration to making referrals made for additional medical care to health providers identified by City as "in network" for purposes of a health plan. Health Professionals may make other referrals based on patient preferences, concerns about quality or availability, lack of coverage, or other reasonable factors.
 - iii. Will not bill or otherwise solicit payment from Clinic Eligible Participants, their dependents, City, or City insurers or benefit plans, for the Covered Services provided in the Clinic.
 - iv. Will be required to comply with applicable laws and regulations with respect to the Covered Services.
 - v. Will be required to provide Covered Services in a professional manner consistent with Medical Services provided in the community.
- h. CATC will require any Health Professionals performing services at the Clinic to meet the following requirements:
- i. Maintain a license to practice medicine in the State in which the Clinic is located without limitation, restriction or suspension;
 - ii. The absence of any involuntary restriction placed on his/her federal Drug Enforcement Agency registration;
 - iii. Good standing with his/her profession and state professional association; and
 - iv. The absence of any conviction of a felony.
 - v. Be of no relation to any City employee.
 - vi. Be approved by the City.
- i. CATC will appoint a Director of Client/Clinic Services (DCS) to be responsible for managing CATC's relationship with City and overseeing operations of the Clinic. The DCS and their staff will be available to CITY to review and discuss any issues with operations of the Clinic or with this Agreement.

7. City Responsibilities

- a. City will provide the Clinic a space in accordance with the standard technical and facility specifications listed in Exhibit C, incorporated herein by reference and attached hereto for all purposes. CATC reserves the right to make changes to the facility as required by applicable laws, regulations and standards; provided that the parties shall discuss and agree upon any such changes in good faith and City shall have a reasonable period of time to implement any modifications to the Premises required by such changes. CATC will communicate any changes to the standards prior to the effective date of change.
- b. City and/or Plan Administrator shall create a list of eligibility requirements for use of the Clinic and shall provide CATC with a list of Clinic Eligible Participants and their social security numbers on a monthly basis. Clinic Eligible Participants



submitted without their social security number will not be added until it has been provided.

- c. City and/or Plan Administrator shall communicate the existence of the Clinic, the hours and location and a list of Covered Services to all Clinic Eligible Participants.
- d. City and/or Plan Administrator shall determine how the Clinic and the provision of Covered Services are to be integrated with the Plan. Plan Administrator and/or City is responsible for amending the terms of the Plan, as necessary; amending their employee handbook or any other statement of corporate policies, as necessary; and/or establishing a separate medical plan. In doing so, City and/or Plan Administrator are responsible for following all ERISA and other applicable laws.
- e. City and/or Plan Administrator shall communicate any changes to and/or the creation of any benefit plans and/or corporate policies to Clinic Eligible Participants and City employees that result from the execution of this Agreement. City and/or Plan Administrator will also communicate to CATC any changes to and/or the creation of any benefit plans and/or corporate policies impacting the Covered Services.
- f. City acknowledges that CATC has developed a set of standard clinic operational policies in order to maintain AAAHC (Accreditation Association for Ambulatory Health Care) accreditation of the Clinic and City agrees to support and adhere to those standard policies including maintaining a non-smoking Clinic.
- g. City and/or Plan Administrator will not discriminate with regards to eligibility on the basis of race, color, creed, national origin, disability, gender, religion, pregnancy, status as an active or former member of the military, sexual orientation or any other basis on which any applicable law, rule or regulation or prohibits discrimination.

8. Electronic Data Sharing

CATC and City agree to work together to share electronic medical data in a HIPAA compliant manner to assist each other in population health management of the Clinic Eligible Participants. City will enter into a Business Associate Agreement with CATC (CATC as Business Associate) to allow CATC to review claims data for all Clinic Eligible Participants regardless of whether they utilize the Clinic (in which instance CATC is a business associate) for purposes of population health management.

City shall instruct each third-party administrator, insurance vendor or other party responsible for managing City's claims system to provide CATC all historical claims data monthly, including but not limited to healthcare claims, pharmaceutical claims and medical claims for all Clinic Eligible Participants. CATC will use the data to establish and track employee utilization trends, insurance cost impact and perform population health management. All costs associated with the transfer of data shall be borne by City.

9. Insurance and Liability

Within fifteen (15) days after a request, either party will furnish the other party with certificates showing they have obtained the required insurance coverages described below.

Either party must provide the other party with at least thirty (30) days written notice before the change, cancellation or non-renewal of any insurance coverage contemplated by this Agreement.

CATC Insurance. CATC will obtain the following coverages:

- A. **General Liability** - \$1,000,000.00 / \$3,000,000.00 of Comprehensive General Liability insurance including independent CATCs, contractual liability, and broad-form property damage endorsements, naming City an Additional Insured.
- B. **Professional Liability** - \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate with an insurance company on behalf of any Health Professionals employed at the Clinic. Health Professional shall acquire and maintain professional liability insurance and shall notify CATC of any issues which might provide reason for, or require, alteration or termination of such insurance coverage.
- C. **Worker Compensation** - Statutory.
- D. **Cyber Liability** - \$5,000,000 policy aggregate limit for all damages, claims expenses, penalties and PCI fines, expenses and costs.
- E. **Automobile, Non-Owned Automobile and Hired Auto Liability** - \$1,000,000.00.
- F. **Commercial Property** – replacement value of property owned by CATC maintained at Clinic.
- G. **Umbrella** - \$10,000,000 to provide excess limits when the limits of the underlying policies are exhausted by payment of claims.

10. HIPAA

Either Party will immediately notify the other Party of any suspected or confirmed loss, copying or disclosure of Protected Health Information ("PHI") as that term is defined by 45 C.F.R. §160.103 and to include electronic PHI that has been furnished (or intended to be furnished) to or by CATC. The Parties will provide timely cooperation to each other in (a) providing any required notices to patients, Clinic Eligible Participants, or others relating to a suspected or actual loss or disclosure of PHI, consumer credit information, or other information for a possible loss or disclosure triggers a legal obligation to provide notices, and in (b) attempting to mitigate such a loss or the effects of such a loss.

11. Medical and PHI Records; Privacy

- a. CATC and City agree that all PHI and medical information and records applicable to this Agreement will be subject to HIPAA and other privacy rules. City will not be entitled to have access to any PHI or medical records or information maintained by Health Professionals, except as otherwise provided for in this Agreement.
- b. Medical records shall be maintained with respect to all of the Clinic Eligible Participants who are patients in a professional manner. Health Professionals will maintain such medical records consistent with the accepted practice of the community in which the Health Professionals provide Covered Services, and consistent with HIPAA privacy standards.
- c. All patient records, PHI data, documents or other information of any type maintained in connection with this Agreement relating to patients covered under this Agreement, or services provided to such patients, will be the sole and exclusive property of CATC.

- d. CATC will notify patients of the CATC Privacy Practices, including patient rights. CATC will maintain the standard CATC Privacy Practices on the CATC website. City acknowledges receipt of CATC's standard Notice of Privacy Practices and Patient's Rights. CATC has the right to modify both the Notice of Privacy Practices and Patient's Rights as applicable.
- e. Unless specifically directed by the patient, all patient records will be accessible to the Health Professionals providing medical services at the Clinic for diagnostic and educational purposes.
- f. Notwithstanding the above terms, City will have access to records pertaining to work-related injuries reimbursable by City, to the limited extent permitted by Worker's Compensation laws.
- g. All obligations to maintain confidentiality of health information will survive termination of this Agreement indefinitely.

12. Proprietary Information

- a. "Proprietary Information" includes, among other information, all information relating to CATC's business, employees, CATCs, professionals, finances, contracts, strategies, marketing, legal claims, billing and collection practices, insurance, patients, medical practices, company policies, wellness initiatives or savings, information systems, data collections, costs or charges, statistics, information regarding clinic, staffing models, delivery systems, and other information that CATC attempts to keep confidential. Information that is known to the general public is not Proprietary Information; however, it will be presumed that all information, furnished or exchanged under this Agreement, is Proprietary Information.
- b. Except as expressly set forth herein, CATC will, at all times, exclusively own all right, title and interest in and to the following materials (collectively, "CATC Materials"): (a) any marketing collateral supplied by CATC hereunder; and (b) logos, trademarks, trade names and service marks.
- c. During the term of this Agreement, CATC hereby grants to City a non-exclusive, non-transferable, royalty-free, revocable right and license to use, market, promote and display the CATC Materials in connection with the services performed by CATC hereunder. Except for those rights expressly granted herein, City shall not grant, nor claim any right, title or interest in the CATC Materials. Similarly, except as expressly set forth herein, City shall, at all times, exclusively own all right, title and interest in and to any marketing collateral supplied by City hereunder; and City logos, trademarks, trade names and service marks.
- d. Each Party acknowledges that, during the term of this Agreement, it (the "Receiving Party") may receive or be exposed to information that the other Party (the "Disclosing Party") considers to be confidential or proprietary in nature. Each Party agrees that, except as contemplated in fulfilling its obligations hereunder, it will not, during the term of this Agreement and for a period of five (5) years thereafter, use directly or indirectly, for its own account or for the account of any other person, or disclose to any other person any confidential or proprietary information of the other Party or any affiliate of the other Party, including, but not limited to, supplier and customer lists, pricing and cost information, business plans and objectives, purchasing and marketing know-how, and methods and techniques in any form whatsoever. Each Party shall take such precautions with respect to the confidential and proprietary information of the other Party as it normally takes with respect to its own confidential and proprietary information, but in no event will it

exercise less than ordinary care with respect to such information. In the event of a conflict between the terms of this Agreement and terms of any separate confidentiality or non-disclosure agreement between the Parties, the provisions of this Agreement shall control.

- e. Notwithstanding anything to the contrary contained in this Section, in the event the Receiving Party is required to disclose any confidential or proprietary information of the Disclosing Party pursuant to a court order or decree or in compliance with the rules and regulations of a governmental agency or in compliance with any law, the Receiving Party shall provide the Disclosing Party with prompt notice of such required disclosure so that the Disclosing Party may seek an appropriate protective order and/or waive the Receiving Party's obligation to comply with the provisions of this Section.
- f. Upon the written request of the Disclosing Party, the Receiving Party shall transfer all written records of the Disclosing Party's confidential or proprietary information to the Disclosing Party or, at the Disclosing Party's election, in lieu of the transfer of such written records to the Disclosing Party, the Receiving Party shall destroy all such information of the Disclosing Party in the possession of the Receiving Party. Upon the request of the Disclosing Party, the Receiving Party will promptly certify in writing to the destruction of such written confidential or proprietary information.
- g. No document or information, authored by CATC, will ever be deemed a "Work for Hire" for City. No information, idea, concept or report, developed or created by CATC, will be City property. City agrees that CATC is and will be the author and owner of intellectual property (such as patentable ideas, copyrightable materials, trade secrets, or other ideas) conceived, developed or prepared by CATC, alone or with others, within the scope of any of CATC's contractual relationships with City. City will not receive any licensing or royalty rights, or rights to use copy or adapt any such intellectual property. CATC may register and hold in its own name all such intellectual property rights.

13. Warranties

- a. This Agreement is solely for the provision of Covered Services designated on Exhibit A and its existence does not establish any wellness program, corporate policy, program or policy offered or required by City. Covered Services are strictly limited to the services designated on Exhibit A and this Agreement does not create any obligations of CATC or Health Professionals to administer any services not contemplated by this Agreement.
- b. CATC is not the "named fiduciary" or "Administrator", as such terms are defined in ERISA (or as used in similar laws governing plans) of any health plan sponsored or administered by City. In addition, CATC is not responsible for City's or Plan Administrator's compliance of any such plan with laws (including ERISA, HIPAA, COBRA, PPACA, Federal or other taxes, and similar requirements) that govern plan operation and administration except as may be specifically provided in this Agreement.
- c. CATC is not responsible for eligibility determinations. CATC shall solely rely on the eligibility information provided by Plan Administrator and/or City in allowing access to the Clinic. CATC will not accept any appeals or claims for benefit or eligibility determinations. CATC will not be liable for any errors or omissions in eligibility information provided to it by Plan Administrator and/or City.



d. CATC is not a law or consulting firm and does not purport to give City any sort of legal, tax, ERISA or fiduciary advice or guidance with respect to: City and/or the Plan Administrator's responsibilities under this Agreement; amending any health, medical, or benefits plan offered by City; formation of a wellness program or separate medical plan; obligations of City and/or the Plan Administrator under local, state and federal law.

14. Indemnification

Each Party (the "Indemnifying Party") agrees, to the extent permitted by law, to indemnify, defend and hold the other Party, its staff, directors, trustees, officers, agents, affiliates, CATCs, employees, successors and assigns harmless from and against any and all claims, judgments and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to all losses arising out of (i) the breach of any term or condition of this Agreement; and/or (ii) the negligent and/or willful acts or omissions of the Indemnifying Party.

The provisions of this Section shall survive the termination of this Agreement.

15. Notices

All notices, consents, demands, and waivers described in this Agreement must be in writing and will be deemed delivered when the first of the following occurs (a) when personally delivered in person to a Party's Chief Executive Officer, Chief Operating Officer or other Representative, (b) on the first attempted delivery by (i) the U.S. Postal Service on a weekday that is not a Federal holiday, if mailed by certified mail, postage prepaid, return receipt requested, or ((ii) a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to CATC:

CareATC, Inc.
4500 South 129th East Avenue, Suite 191
Tulsa, OK 74134
Attn: Philip Kurtz

If to City:

City of Round Rock
231 East Main Street, Suite 100
Round Rock, TX 78664
Attn: Valerie Francois, HR Director

16. Independent CATCs

It is expressly understood and agreed that CATC and City shall at all times during the term of this Agreement act as independent CATCs on a non-exclusive basis, and neither Party shall have any authority to bind the other Party. Neither Party is intended to be an employee or employer of, nor joint venture partner with, the other Party; and, except as otherwise specifically contemplated herein, neither Party shall function as a principal or agent of the other Party. Each Party hereto shall be responsible for its own activities and those of its employees and agents.

Further, nothing contained herein shall be construed to create a partnership, association or other affiliation between CATC and City.

In no event shall either Party be liable for the debts or obligations of the other except as specifically provided for in this Agreement.

Each Party's employees and contracted professionals will be the employees and professionals only of that Party and not of the other Party. A Party will have the exclusive authority to hire, fire, compensate, assign duties to, and direct its employees. Each Party will be solely responsible to pay any applicable compensation or severance to its employees. Each Party will have the sole obligation to withhold and pay all taxes, unemployment compensation, Social Security, Medicare, and other legally-required or authorized withholdings or payments, to or with respects to its employees. Each Party will be solely responsible for the actions or inactions of its employees.

17. Non-Solicitation

During the term of this Agreement and for one year thereafter, City will not directly or indirectly hire or retain, as a full-time or part-time employee, or on an independent CATC or consultant basis, any Health Professional that performs Covered Services at the Clinic, or otherwise directly or indirectly solicit or encourage any such Health Professional to discontinue performing services for CATC (whether as an employee or independent CATC or consultant). The foregoing obligations will not apply, however, if CATC consents otherwise in writing.

18. Miscellaneous

a. Amendment

This Agreement may only be amended by CATC and City by a writing duly executed by an appropriate officer of CATC and City. This requirement is not intended to preclude the Parties from making decisions regarding day to day operations.

b. Assignment

Neither Party shall have the right to assign or transfer its obligations under this Agreement, voluntarily or by operation of law, without first obtaining the written consent of the other Party, and any attempted assignment or transfer in the absence of such consent shall be void and of no effect.

c. Captions

All Section captions are for reference only and will not be considered in interpreting this Agreement.

d. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

e. Dispute Resolution

The Parties agree to meet and confer in good faith in an attempt to resolve any problems or disputes that may arise under this Agreement. Negotiation shall be a condition precedent to the filing of any litigation demand by either Party. This Section 18 shall survive the termination or expiration of this Agreement.

f. Entire Agreement

This document is intended by the Parties as the final and binding expression of their agreement and is a complete and exclusive statement of the terms thereof and supersedes all prior negotiations, representations, and agreements. Moreover, no



representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

g. Force Majeure

CATC will not have any obligations to provide, or liability for failure to provide, any good or service under this Agreement for any cause beyond CATC's reasonable control including, without limitation, any Act of God, fire, flood, hurricane, environmental contamination, disruption in utilities, act or order of City or other governmental entity, act of terrorism, war, vandalism or other public disruption, destruction of records, disruption of communications or transportation, labor difficulties, shortages of or inability to obtain labor, material or equipment, or unusually severe weather, or any other cause beyond CATC's reasonable control. In any such case, the Parties agree to negotiate in good faith with the goal of preserving this Agreement and the respective rights and obligations of the Parties hereunder, to the extent reasonably practicable.

h. Further Actions

Each of the Parties agrees to execute and deliver such further instruments, and to do such further acts and things, as may be reasonably required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms hereof. In addition, the Parties agree to cooperate with one another in the fulfillment of their respective obligations under this Agreement.

i. Governing Law

This Agreement and all transactions and any other agreements which may be entered into between the Signatory Parties at all times whether during the Term or subsequent to termination of the Term shall be construed and governed by the laws of the State of Texas without consideration of or giving effect to any choice of law provision or rule thereof.

j. Local, State, and Federal Laws

Neither Party shall take any action in furtherance of this Agreement, which is illegal under any federal, state, county and local rules, including without limitation, all statutes, laws, ordinances, regulations and codes (hereinafter "Laws"). Both Parties shall comply with all applicable Laws.

k. No Third Party Beneficiaries

No Clinic Eligible Participant, and no other person or entity, is an intended third party beneficiary of this Agreement.

l. Severability

If any provision of this Agreement should be invalid or unenforceable, the remainder of the Agreement will continue in full force and effect as if the invalid or unenforceable portion had never been written, and the remainder of this Agreement will continue to be effective, valid and enforceable.

m. Succession

Subject to the other terms of this Agreement, this Agreement will inure to the benefit of, and be binding on; each Party's permitted successors and assigns.

n. Waiver

Either Party may waive any of the terms or conditions of this Agreement at any time provided such waiver is in writing and signed by the Party granting the waiver. No such waiver will

affect or impair the waiving Party's right to require the performance either of that term or condition as it applies on a subsequent occasion, or any other term or condition of this Agreement. A Party's failure to object, delay in requiring performance, or other action or inaction, will not be deemed a waiver of any term or condition of this Agreement or consent to a breach.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the day and year written above.

CareATC, Inc.:

By: _____

Print Name: D. Paul Keeling

Title: Chief Business Development Officer

City of Round Rock:

By: _____

Print Name: _____

Title: _____

EXHIBIT A

CLINIC LOCATIONS, SCHEDULE and COVERED SERVICES

Clinic Name: Rock Care

Address: 901 Round Rock Ave, Suite 300-B

City, State, Zip: Round Rock, Texas 78664

Hours per Week: 40 hours per week

CATC observes the following Holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day
MLK, Jr. Day	Veteran's Day
President's Day	

Schedule: Clinic scheduled hours and holidays are subject to change with the approval of the City. Tentative Clinic hours are Mondays through Thursdays from 7:00 a.m. to 4:00 p.m. (closed between 12:00 p.m. and 1:00 p.m.) and Fridays from 7:00 a.m. to 2:00 p.m.

Covered Services are those listed below:

- ☒ Health assessments for Clinic Eligible Participants. Such assessments will be comprised of (a) blood draws and data collection for each participant conducted by qualified and licensed personnel either at an agreed upon location or at the Clinic; (b) standard laboratory work; (c) individual report for each participant accessible via the CATC mobile app and the secure Internet City Portal; (d) aggregate reports of findings to Plan Administrator.
- ☒ Aggregate Participant population analysis to improve chronic disease and medication management ("Data Analytics").
- ☒ Primary care to include, but not limited to:
 1. Minor acute illness evaluation and available treatment for minor illnesses such as coughs, earaches, fevers, headaches, and sinus infections.
 2. Chronic illness evaluation, which includes evaluating, diagnosing, treating and managing typical chronic illnesses that are handled at the Clinic, such as blood sugar, blood pressure, cholesterol, BMI and tobacco cessation.
 3. Minor medical procedures that are within the Health Professionals' scope and abilities and that can be performed at the Clinic, with available equipment, and during operating hours.
- ☒ Provisions of pharmaceuticals to treat common illnesses, including, but not limited to:
 1. Infections
 2. Hypertension
 3. Hyperlipidemia
 4. Diabetes
 5. Infectious Disease (including antibiotics)
 6. Gastro esophageal/reflux disease
 7. Asthma
 8. Chronic lung disease
- ☒ Necessary standard laboratory work to provide the Covered Services listed above, including, but not limited to, blood draws.
- ☒ Occupational Health Assessments, to be performed by the CATC, include but are not limited to:
 1. DOT/Non-DOT Drug Screening and Breath Alcohol Testing (Pre-employment; Random; Post-Accident and Reasonable Suspicion)
 2. Department of Transportation Physical
 3. Fitness for Duty / Return to Work Examination
 4. Pre-Employment Physical
 5. Worker Compensation Treatment and Management
 6. Commercial Driver's License (CDL) Examination
 7. Post-Accident Examinations
 8. Lead Level Testing

Other Occupational Health Assessment activities as deemed necessary by the City

EXHIBIT B

FEES

Payment – City will pay all fees described in this Exhibit within thirty (30) days after the date of CATC’s invoice. If City disagrees with any CATC invoice, City shall pay all undisputed invoiced amounts and notify CATC of the disputed amount and the reasons for which it is disputed. CATC will segregate such disputed amounts from undisputed amounts until the matter is resolved. City has thirty (30) days from the date of the invoice to dispute the charges listed on the invoice. After the expiration of thirty (30) days from the date of the invoice, City will be deemed to have approved such invoice. Invoices shall be submitted electronically to the City’s designated point of contact.

Any fees that are not paid when due, will bear late fees pursuant to the terms of the Texas Prompt Payment Act.

1. Clinic Implementation Fees

Initial Provider Training – CATC has established a two-week onboarding program that all providers are required to complete prior to working in a CATC clinic. The first week of training is performed in the CATC corporate office and a heavy emphasis on learning the EMR system, meeting with account/clinic management personnel and other members of the executive team, visiting local CATC clinics and other matters relative to working in a CATC clinic. During the second week of training, a member of the CATC training team will travel to the Clinic to shadow the provider and reinforce the training materials covered.

CATC will absorb one hundred percent (100%) of this Initial Provider Training.

For any post-implementation provider training, City will reimburse CATC fifty percent (50%) on a pass-through basis for the training and labor cost of the provider inclusive of all benefits provided by CATC while they participate in the two-week onboarding training course.

Technology Implementation Fee – City will pay \$29,300 as one-time fee for install of CATC technology platform.

2. Clinic Monthly Fees

Monthly Administration Fee: \$53,908.50. This fee is calculated using our half-day rate of \$1,245 for 10 blocks per week. Half-day rate x 10 half-days x 4.33 weeks/month. Should City add additional blocks of clinic time, it will be billed at the same \$1,245 half-day rate. The half-day rate shall cover the following:

Director of Client and Clinic Services	Accounting
Account Manager	Human Resources
Clinic Manager	Facilities Management
Patient Access Call Center	Contract Administration
IT Support	CME Dues
Patient Portal	Recruiting
EMR access via smart phone	Marketing Team
Quality Management and Credentialing RN	Materials/Purchasing Team
Reporting – Weekly, Monthly, Quarterly and Annual	Technology
Staff Salaries (1 provider / 2 medical assistants)	

- A. **Equipment:** City will pay CATC for equipment needed in the clinic on a pass-through basis with pre-approval of the City. CATC expects current equipment will be utilized. Such a system means that CATC will purchase the equipment, using reasonable efforts to secure bulk discounts in pricing. CATC will invoice City for CATC’s actual cost to purchase any needed and approved equipment.
- B. **Laboratory Testing, Clinic Supplies and Drug Screens:** City will pay CATC on a monthly pass-through basis for the medications purchased, drug screenings, supplies, and laboratory testing performed. These variable costs will be capped at \$70,200 per year for total expenses to the City. The Supplies and Labs set forth in Exhibit D shall remain in effect for the initial term of this Agreement.
- C. **Credit to City.** CATC will provide a credit to the City for any days that the Clinic is scheduled to be open and is without a provider. Said credit will be applied to the City’s monthly invoice.

Facility (Occupancy, Utilities, Janitorial, Insurance, etc.): City will provide these items.

Personal Health Assessments: PHAs performed in the clinic for clinic eligible participants shall be covered under the Clinic Management Fee. Should City elect to send any Clinic Eligible Participants to a Labcorp office nationwide to have a PHA conducted, City agrees to reimburse CATC for the Labcorp PHA administration cost (currently \$25.00).

Should City elect to have a mass-screening event, the parties will mutually agree in advance on estimated costs to be paid by the City to CATC. City will also pay CATC for all travel costs on a pass-through basis. Travel costs are inclusive of:

- A. PHA Team members’ daily salary (wages in effect at time of contract signing: \$170.00 per day)

- B. Car rental, airfare, baggage fees, hotel (single occupancy) within the City of Round Rock, and pre-approved by the City, per diem at current IRS rates per PHA team member, gas, parking, tolls and mileage if use company vehicle (IRS Business Mileage Rate).

3. **Performance Guarantees**

- A. Re-directed primary care visits (5% of baseline prior year Healthplan visits)
- B. Reductions in unnecessary Emergency Room and Urgent Care visits (5% of baseline prior year Healthplan visits)
- C. Financial return on investment of at least 1 to 1 within the first 18 months
- D. Reduction in member risk profile with the first 18 months
- E. Net Promoter Score of clinic above 50 – Customer Satisfaction
- F. Average wait time in waiting room of 15 minutes or less
- G. Same day / next day appointment availability
- H. Account Manager will be available to meet with City's management team Quarterly, and be available for bi-weekly calls
- I. Account Manager will provide agenda prior to calls, and minutes after calls
- J. Account Manager will acknowledge receipt of request for information or assistance within 24 hours of any outreach
- K. At least 90% satisfaction with the program: Support services, programs, program management

TAB 2	Performance Guarantees - please indicate acceptance of the following:		CareATC
#	Question		Acceptance
1	Re-directed primary care visits (5% of baseline prior year Heathplan visits)		Acceptance
2	Reductions in unnecessary Emergency Room and Urgent Care visits (5% of baseline prior year Healthplan visits)		Acceptance
3	Financial return on investment of at least 1 to 1 within the first 18 months		Acceptance
4	Reduction in member risk profile within the first 18 months		Acceptance
5	Net Promoter Score of clinic above 50 - Customer Satisfaction		Acceptance
6	Average wait time in waiting room of 15 minutes or less		Acceptance
7	Same day / next day appointment availability		Acceptance
8	Account Manager will be available to meet with City's management team Quarterly, and be available for bi-weekly calls		Acceptance
9	Account Manager will provide agenda prior to calls, and minutes after calls		Acceptance
10	Account Manager will acknowledge receipt of request for information or assistance within 24 hours of any outreach.		Acceptance
11	At least 90% satisfaction with the program: Support services, programs, program management.		Acceptance



PROPOSAL

On-Site Clinic Services

City of Round Rock

November 2, 2018

NICK PEPPER

BUSINESS DEVELOPMENT CONSULTANT

NICKPEPER@CAREATC.COM

508.654.4058

CAREATC.COM

Introduction

For most companies, the cost of health care to the bottom line has clearly reached a pinnacle. The outdated model of focusing company resources on medical treatment, rather than prevention, can no longer be sustained. At CareATC, we have a better way. By shifting the focus from intervention to prevention, we enable our clients to make smarter health plan decisions that ultimately increase quality and drive down cost.

In the following proposal, CareATC recommends providing on-site clinic services for the City of Round Rock. Our workforce health platform is focused on three key pillars:

Medical Care

Our evidence-based clinical services improve employee and dependent health by providing complete access to high-quality primary care, focused on prevention and optimized by risk identifying information.

- Acute and Chronic Primary Medical Care
- Personal Health Assessments
- Patient Outreach and Advocacy
- Labs and Prescription Medications
- Telemedicine (optional)

Wellness and Lifestyle Services (Optional)

Our wellness and lifestyle programs drive sustainable behavior change through direct outreach and regular face-to-face encounters with physicians and academically trained and certified health coaches.

- Targeted Lifestyle Coaching / Behavior Modification
- Corporate Wellness Programs and Incentive Management
- Program Roadmaps and Health Education

Technology and Analytics

Our integrated systems improve the healthcare experience for all key stakeholders with beautiful, functional tools that drive engagement, and actionable analytics that deliver real-time program insights.

- Enterprise Data Warehouse
- Claims Integration and Risk Scoring
- Online Analytics and Reporting
- Patient Portal and Mobile App
- Wellness and Incentive Management Portal

Program Details

Acute and Chronic Primary Medical Care

CareATC primary care centers provide employees and their families with comprehensive medical care designed to treat acute illness and chronic disease. By removing cost, inconvenience, and other barriers that deter your employees from seeking care when they need it most, our medical facilities promote higher participation than classic fee-for-service models - and better health outcomes.

Conveniently located either on-site or nearby, our centers provide your employees with what they want most:

- Board-certified medical providers
- No fees for services rendered
- Convenient access with little-to-no waiting
- Pharmacy & labs dispensed on-site or by mail order
- Electronic medical records with cutting-edge technology
- Painless appointment scheduling



In addition to delivering a unique healthcare experience, we maintain consistent excellence across our national network of clinics.

- First provider of on-site clinics to achieve 100% network accreditation from Accreditation Association of Ambulatory Health Care (AAAHC)
- First provider of on-site clinics to earn Evidence-Based Design Accreditation from the EDAC™ Advisory Council
- First provider of on-site clinics to be Net Promoter® Certified
- Recently completed SOC I Type II audit of CareATC security
- Clean, modern clinic environments



Labs and Prescription Medications

Standard within all of our medical centers, labs and prescriptions are provided/dispensed either on-site or by mail at no cost to patients. This approach significantly improves our ability to identify early risk markers and drive better pharmacy compliance that, in turn, improves chronic condition management efforts. In Texas, where on-site dispensing isn't allowed, we offer a comprehensive mail order program to achieve the same result.

Occupational Health

Occupational Health Services can include, but are not limited to:

- Physical exams
 - Annual
 - Periodic
 - Police Department/Sheriff Duty
 - Pre-Employment/Post Offer
 - DOT/CDL
 - FAA Flight Medicals
 - Public Safety (Police/Fire)
 - CDL vision screening
 - CDL hearing screening
 - Spirometry/Pulmonary Function Testing (Fire)
 - Dexterity (Police)
 - Lift testing
 - TB testing
- Laboratory testing
 - Drug and alcohol screening – passed through at cost on a monthly basis and capped with other variable costs (labs, meds, etc.) at \$70,200 per year
 - Pre-employment drug screenings (both DOT and non-DOT)
 - Reasonable suspicion drug screenings
 - Employee Assistance Program Referral
 - Random drug and alcohol screens
 - Post-accident drug and alcohol screens
- Walk-in and Urgent Care Appointments for Workers Comp injuries/illness
- Occupational therapy
- Physical therapy

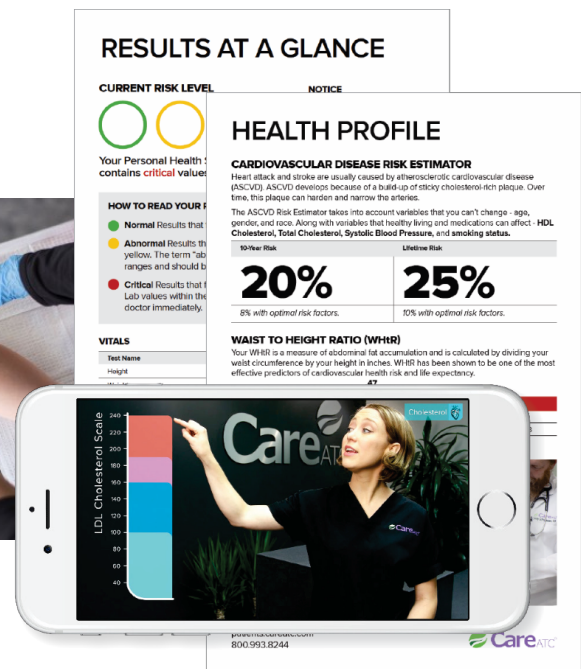
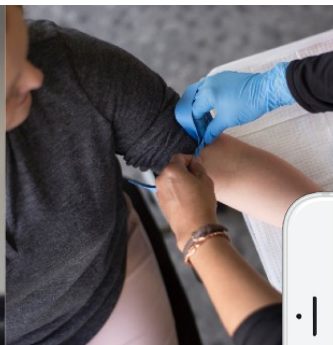
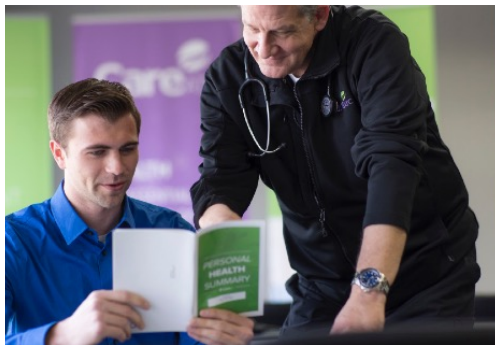
We will follow the City's process for occupational services and will continue any occupational services already offered at the existing clinic. All of the above services can be offered on-site. We also have the capability to refer to your requested provider for these services. The details of providing occupational health services for the City of Round Rock will require more discussion.

Personal Health Assessments (PHAs)¹

A next-generation biometric health and wellness screening, the CareATC Personal Health Assessment (PHA) is the baseline. It's the foundation for everything that we do. This comprehensive biometric screening provides patients, medical providers, and employers with powerful information designed to kick-start their mission for better health and lower costs.

Unlike most lipid screenings today, the CareATC PHA leverages cutting-edge technology and easy-to-understand explanations that convey an important message about the overall health, and risk, of each participant.

- Advanced multi-panel lipid screening
- Easy-to-understand health risk summary
- Comprehensive results delivered in print and digital video formats
- In-house phlebotomy teams achieving 98% draw accuracy
- Full EMR data integration
- Trended data and historic comparisons
- Special cardiovascular risk markers
- Aggregate reporting for employers



Patient Outreach and Advocacy

As the PHA process is commencing, results are scored and stratified by our automated risk management systems. As high risk is identified, outreach teams are prompted to contact patients, by priority, to encourage a follow-up visit with their PCP.

Assuming claims data has been made available, care team members can further stratify individual risk by looking at:

- Number of risk factors and severity
- Treatment of risk, or lack there of
- Medication compliance
- Chronic risk trajectory and likelihood of hospitalization

Once patients have been engaged, our Outreach team creates specific disease registries that allow us to better monitor and manage patient care. Those needing extended care will be encouraged to enroll in the Health Coaching and lifestyle programs for customized care planning and ongoing accountability.

¹ Cost for PHAs is included in half-day rate outlined on page 8 of pricing proposal

Online Analytics and Reporting Dashboards

At CareATC, data is how we identify and reduce risk. It's how we empower our providers and motivate our patients. Data is how we drive prevention and wellness, and it's how we fuel our passion for making a real difference in people's lives.

With the CareATC analytics platform, you'll experience next generation insights into the productivity, clinical effectiveness, and financial performance of your direct primary care initiatives. Key insights include:

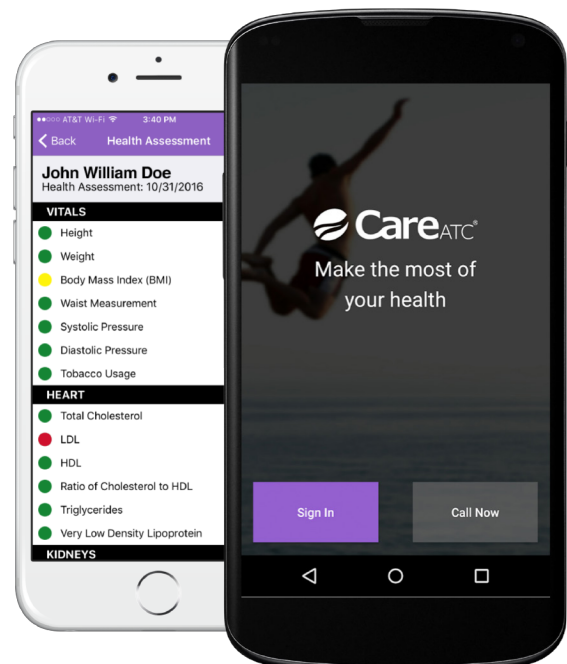
- Utilization reporting
- Operational efficiency
- Patient outreach and CDM enrollment
- Top procedures, diagnostics, labs, and Rx
- Provider productivity
- Health outcomes
- Patient satisfaction
- Population risk stratification
- Claims data integration
- Predictive modeling
- Employee cost benefit analysis
- Financial results
- CAT claims
- Engaged vs. non-engaged
- Cost avoidance
- Cost containment (procedure, Rx, labs)
- Telemedicine reporting



Patient Portal and Mobile App

Our members receive full access to their own personal Patient Portal account which can be accessed on-line or through the CareATC Mobile App. Within their portal, patients can:

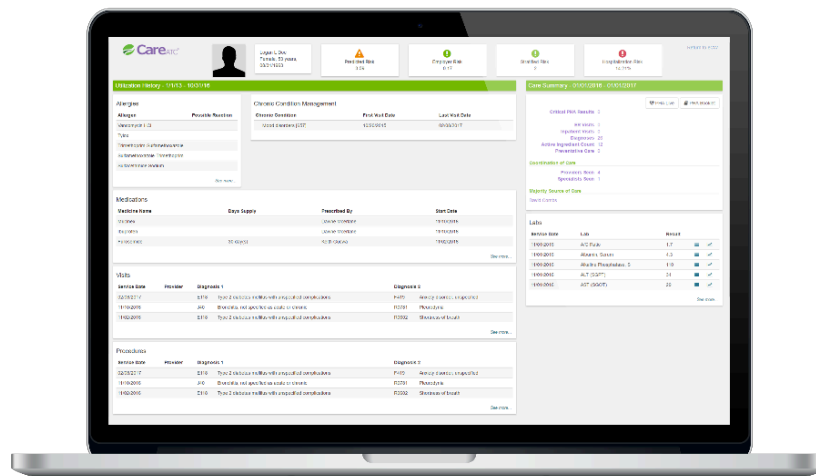
- Find locations
- Schedule appointments
- View screening results and health trends
- View and share their medical records
- Request medication refills
- Access telemedicine *if available
- Access health education material
- Track activity and nutrition
- And so much more!



CareATC CareHub

All clinic and coaching staff will have access to the CareATC CareHub. As organizations have been slow to adopt Health Information Exchanges, CareATC is solving that problem by working with payors to populate our EMR with a complete picture of a patient's health both in and outside of CareATC. The CareHub features many advancements in terms of the ability for a provider to discuss a patient's overall health and access future needs. In addition to things like diagnosis, procedures, and medications, we also provide a John's Hopkins Risk Score inside of the CareHub. This functionality is built into and is unique to the CareATC platform.

CAREHUB



Specialty eConsults

We are able to offer an innovative eConsult service that connects clinic providers to same-day insights from top specialists. It removes barriers to timely and convenient specialist feedback, improves quality of care and overall experience for patients, helps eliminate unnecessary patient visits to specialists, and engages in clinical knowledge sharing with other providers. The platform is HIPAA compliant and specialist feedback is comprehensive, getting 5 stars from providers in 80% of reported cases. 40% of reported eConsults help avoid referrals, resulting in improved outcomes.

Proposed Pricing²

On-Site Clinic Operating Costs

Our pricing is based on a flat fee of \$1,245 per half-day, which includes:

Account Management

- Director of Client & Clinical Services
- Clinic Manager
- Client Manager
- Local Clinic Area Supervisor

Technology

- eClinicalWorks EMR
- CareHub
- Patient Portal
- Mobile App
- Data Analytics
- Enterprise Data Warehouse
- RubiconMD

Quality and Compliance

- AAAHC-Compliant Clinic Standards
- NPS Patient Feedback Surveys
- SOC 1 & SOC 2 Compliance
- Physician Scorecard
- Physician Leadership Group Oversight

Clinic Staffing

- Recruiting
- Staff Salaries (1 provider / 2 medical assistants)
- CME Dues

Clinic Facility

- Occupancy/Utilities

Marketing

- Communication and Engagement Plan
- Campaign Builder
- Health Education Library
- Print-Ready Communication Materials

The pricing below assumes one on-site clinic operating 40 hours per week (10 half-days).

Half-day Rate	\$1,245.00
Monthly Cost <i>Half-day rate x # half-days x 4.33 weeks/month</i>	\$53,908.50
Annual Cost	\$646,902.00
Variable Costs (Labs, Medications, Supplies, and Drug Screenings) ³	\$70,200.00 per year (maximum)
Start-Up Costs	\$29,300.00 (year 1 only)
TOTAL ANNUAL COST (All-In Y1 Fees)	\$746,402.00

Standard Labs, Medications, Clinic Supplies, and Drug Screens

We will bill these items on a monthly basis as incurred in the clinic, providing documentation of each charge from the vendors. These costs will not exceed \$70,200 per year.

Facility (Occupancy, Utilities, Janitorial, Insurance, etc.)

Provided by City or passed through at CareATC cost without markup.

² This pricing is valid for 60 days from receipt of proposal.

³ This cost includes drug screens and is passed through, with a not-to-exceed amount of up to \$6.50 PEPM for 900 eligible employees.

Personal Health Assessments (PHAs)

Included in half-day rate outlined above. CareATC will pass through team travel (if mass screening event is chosen).

Start-Up Costs	Year 1
Recruiting, Project Management, Facilities Team Travel, Evidence-Based Clinical Design	Included
Training Period Salaries	Included
Training and Travel	Included
Office Supplies and Furniture, Medical Furniture and Equipment, Pre-Packaged Generic Medications and Injectables (initial stock), Medical Supplies (initial stock)	We assume there will be equipment from your current clinic that can be utilized. Our facilities team will conduct an audit of your current clinic equipment to determine the final equipment needed.
IT Equipment, Software, Data Integrations (2 inbound or outbound), Installation and Configuration	\$29,300.00
Total	\$29,300.00

EXHIBIT C

MINIMUM CRITERIA FOR FACILITIES

CLINIC MINIMUM PHYSICAL SPECIFICATIONS

Following are the minimum recommended physical specifications for a Clinic operated by CATC

1. Exclusive use for the Clinic.
2. Location on the ground floor or accessible by an elevator.
3. Non-smoking.
4. Weapon free - except for patients required to carry a weapon as part of their job - all weapons will be placed in a locked storage in the exam room while a patient is in the Clinic.
5. OSHA and Medical Facilities Standards: Comply with federal regulations and state standards.
6. ADA compliant.
7. Soundproofed walls, floors, ceilings.
8. Solid doors.
9. Privacy windows (or no windows).
10. Floor coverings: non-porous flooring that can be disinfected and cleaned on a daily basis for all exam, lab, and working portions of the Clinic. VCT tiling is recommended.
11. Walls: Full height, opaque, with semi-gloss paint or similar covering that may be readily wiped down without removing color.
12. Ventilation: The ventilation system will be separate from any smoking or industrial ventilation.
13. Access: Such that the Clinic may be locked securely and separately from the main facility.
14. Signage: City will allow CATC to affix CATC's standard sign by the entry.
15. The following size and design minimum criteria:
 - a. Overall Size: Approximately 1,200 square feet.
 - b. Examination/Treatment Rooms: Each room will have two (2) electrical outlets, hot and cold running water, Internet and phone cabling, and a secure locked storage cabinet reasonably approved by CATC.
 - c. Health Professional Office: one (1), minimum seventy-five (75) square feet.
 - d. Reception: eighty (80) square feet.
 - e. Storage: forty (40) square feet of general storage and supply storage, with shelves.
 - f. Rest Rooms: one (1) unisex, internal in the Clinic space.
 - g. Marked and Reserved Parking for Health Professionals and Patients: two (2) spots that satisfy ADA criteria and that are located within the appropriate distance of the front door.
 - h. Laboratory: Will have two (2) electrical outlets, hot and cold running water, and secure locked cabinetry, reasonably approved by CATC.

CLINIC MINIMUM TECHNICAL SPECIFICATIONS

Following are the minimum recommended data and voice service specifications for a clinic operated by CATC.

In order to comply with HIPAA guidelines as well as ensure operability with necessary applications, computers, phones and network equipment will be provided and provisioned by CATC. All Clinic network devices must be behind an on-site firewall provided by CATC.

Internet Requirements

1. 15mbps downstream or better, 5mbps upstream or better. A single publicly accessible static IP must be available to CATC's firewall. This connection should not be filtered or behind a NAT. CATC can facilitate locating and coordinating the provisioning of these services if necessary.

Networking and Devices

1. Enterprise class SPI firewall with IPsec VPN support will be placed on site.
2. Clinic must be built out with CAT6 or better network drops in areas where networked devices are necessary.
3. Wireless access point with WPA2 encryption and Radius authentication against CATC servers will be placed on site. A separate guest network will be necessary. CATC can provision the guest network on CATC equipment if needed.

Telecommunication Requirements

CATC uses an IP based phone system that will utilize the Internet connection provided to the Clinic. Fax services are handled via a virtual fax solution.

Notes

Please contact Dustin Fry, CATC Systems Administrator with any questions. dfry@careatc.com, 918-779-7450

EXHIBIT D
SUPPLIES AND LABS

SUPPLIES

DESCRIPTION	UNIT	QTY
ACCU-CHECK COMFORT CURVE CONTROL SOLUTION	BX	1
ACETAMIN SUSP	4OZ/BT	1
ADVIL CHILDRENS SUSPENSION	4OZ/BT	1
ALBUTEROL INHALATION SOL 3ML 0.083% 25/BX	BX	1
ALCOHOL LSOPROPYL 70% 16OZ/BT	EA	2
ALCOHOL PREP PADS 200/BX	BX	2
ALLERGY SYRINGE W/NEEDLE 1CC 27GX1/2" 100/BX	BX	2
ALUMAFOAM FINGER SPLINTS STOCK	EA	1
APAP CHEWABLES NOT AVAIL IN UD	30/BT	1
ARM SLING DELUXE LARGE EA	EA	1
ARM SLING DELUXE MEDIUM EA	EA	1
ARM SLING DELUXE SMALL EA	EA	1
AROMATIC AMMONIA AMPULES (10/BOX)	BX	1
ASPIRIN TABLETS 325MG 250X2BX NOT COATED	BX	1
BANDAGE SCISSORS	EA	1
BANDAID DOTS 100/BX	BX	3
BAND-AID SHEER STRIPS 1"X3" 100/BX	BX	3
BENZON TINCTURE	40/BX	1
BETADINE SOLUTION 16OZ/BT	BT	1
BETADINE SWAB STICKS 50/BX	BX	1
BIOFREEZE PUMP 16OZ EA	EA	1
BIOPSY PUNCH DISPOSABLE 2MM EA	EA	3
BIOPSY PUNCH DISPOSABLE 4MM EA	EA	3
BIOPSY PUNCH DISPOSABLE 6MM EA	EA	3
CLOTH SURGICAL TAPE 1"X10YD 12/BX	BX	3
COLD/HOT PACK REUSABLE (5)/PACK	PK	5
CONFORMING STRETCH GAUZE N/S 3" 12/BG	BG	2
CONFORMING STRETCH GAUZE STER 3" 12/BG	BG	2

COTTON BALLS MEDIUM 500/BG	BG	2
COTTON TIPPED APPLICATOR STERILE 6" 100PKS/2	BX	2
CPR MICROSHIELD	EA	2
CURITY GAUZE STERILE 2S 8PLY 4"X4" 50/BX	BOX	1
DIAMODE ANTI-DIARRHEA CAPLETS (100X1 PKS)	BX	1
DIPHENDYDROMINE SDV 50MG/ML	VIAL	1
DISCIDE DISINFECTANT SPRAY	BX	2
DRAPE EXAM SHEET 2-PLY WHITE 40X48 100/CA	CA	2
EAR CURETTE DISPOSABLE WHITE 50/BX	BX	2
ELASTIC BANDAGES LATEX FREE 4X4.5YDS 10/BX	BX	3
ELBOW W/FLOAM UNIVERSAL SURROUND EA	EA	2
EMESIS BASIN 500CC ROSE EA	EA	2
EPINEPHRINE 1:100 5/PK	EA	2
ETHYL CHLORIDE SPRAY	4/BX	1
EYE COVER FOR EYE TESTING	EA	1
EYE PAD OVAL STERILE 50/BX	BX	2
EYE WASH IRRIGATING 4OZ/BT	BT	2
FENESTRATED DRAPES STERILE 50/CTN	BX	2
BIOGLO FLUORESCINE STRIPS 1MG 100BX	BX	1
FLUORO-DOT COBALT BLUE LIGHT EA	EA	1
FUTURO DELUXE ANKLE STABILIZER ONE SIZE EA	EA	1
GBG ALOEGEL INSTANT HAND SANITIZER 18OZ EA	EA	3
GELFOAM	6X2/PK	1
GENERIC-CEFTRIAXONE 1GM	10/BX	1
GENERIC-KETOROLAC INJ 30MG	EA	1
GLUCOMETER ACCU-CHEK ADVANTAGE KIT EA	EA	1
GLUCOMETER ACCUCHEK COMFORT CURVE TEST STRIPS 50/BX	BX	1
GLUCOSE TABLETS ORANGE 6/BX	BOX	1
GOWN EXAM 3-PLY WHITE 30X42 50/CA	CA	2
HYDROGEN PEROXIDE 16OZ/BT	EA	1
HYDROXYZINE LNJ MDV, 50MG/ML 10 ML BOTTLE	EA	1

1-PRIN IBUPROFEN TABS 200MG 100X2 /BOX	BX	1
INSTRUMENT BASIN W/COVER	EA	1
LNSUFFLATOR BULB FOR WELCH ALLYN OTOSCOPE	EA	1
LODOFORM PK STRIP STER! ¼X5YD 1/BT	BT	1
KENALOG-40 LNJ 40MG/ML 10ML/VI	VIAL	1
KLEENSPEC DISP OTOSC SPECULA 2.75MM 850/BG	BG	1
KLEENSPEC DISP OTOSC SPECULA 4.25MM 850/BG	BG	1
KLEENSPEC SPECULA DISPENSER 524 SERIES EA	EA	1
KNEE SLEEVES	EA	3
LACERATION TRAY W/WEB NH EA	EA	5
LANCETS, SOFT-CLIK FOR ACCU-CHEK GLUCOMETER, 100/BX	BX	1
LATEX GLOVES MEDIUM, POWDER FREE 100/BX	BX	2
LIDOCAINE HCL LNJ NON-RETURN 1% 50ML/VI	VL	3
LIDOCAINE W/EPI FTV NON-RET 1% 50ML/VI	VIAL	1
LIFE-O-GEN PORTABLE OXYGEN	EA	1
LUBE JELLY 5GM FOIL SURGICAL 144BX	BX	1
MARCAINE NO EPI FLIPTOP MDV .25% 50ML/VI	VIAL	1
MEDIKOFF COUGH DROPS (600/BX)	BX	1
MEDIRIP BANDAGE 3"	12/BX	1
MINOR LACERATION TRAY W/LNSTR EA	EA	4
N95 PARTICULATE RESPIRATOR MASKS	20/BX	1
NEBULIZER (MICRO MIST) DELIVERY SETS, SMALL VOLUME	EA	20
NEEDLE DISPOSABLE 18GX1-1/2" 100/BX	BX	1
NEEDLE DISPOSABLE 21GX1-1/2" 100/BX	BX	1
NEEDLE DISPOSABLE 25GX1" 100/BX	BX	1
NEEDLE DISPOSABLE 27GX1/2" 100/BX	BX	1
NEOSPORIN OINTMENT 1OZ/TB	TUBE	2
NITROQUICK SUBLINGUAL TABLETS 0.4MG 100/BT	BT	1
ONE STEP HCG CASSETTE TEST KIT 25/BX	BX	1
ONE STEP STREP A DIPSTICK TEST KIT 25/BX	BX	1
PAPER TAPE (1 INCH)	BX	1

PEAK FLOW METER MOUTHPIECE DISP 710/50 ADULT 100/BX	BX	1
PHENERGAN, MDV, 25MG/ML	25/BX	1
PINK PEPTO BISMUTH TABLETS (2 BOXES OF 30)	BOX	3
PLASTIC MEDICINE CUPS	BOX	2
PROCEDURE MASKS (PATIENT AND/OR STAFF)	50/BX	1
REPLACEMENT BULB FOR EXAM LIGHT	EA	3
SAFETY GLASSES W/SIDE SHIELDS, CLEAR	EA	1
SANI-CLOTH PLUS LARGE 6"X6.75 160/PK	PK	2
SCALPELS DISPOSABLE STERILE #11 10/BX	BX	1
SILVER NITRATE APPLICATORS	100/VL	1
SILVER SULFADIAZINE CREAM 1% 50GM/JR	JR	1
SMALL PAPER BAGS (PT. URINE TRANSPORT)	PACK	1
SODIUM CHLORIDE 0.9% LRRIG 1000ML/EA EA	EA	2
SPECULUM VAG DISPOSABLE SM 10/BX	BX	1
SPECULUM VAG DISPOSABLE MED 10/BX	BX	1
SPECULUM VAG DISPOSABLE LRG 10/BX	BX	1
SPILL KIT	EA	3
SPONGE NON-STERILE 2"X2" 4PLY 200/PK	PK	3
SPONGE STERILE 2"X2" 2'S 50/PK	PK	3
SPONGE, TRUGAUZE NON STERILE 2"X2" 4PLY 200/PK	PK	3
STAPLE REMOVERS (DISPOSABLE)	EA	2
STERISTRIPS	50/BX	1
SURGEON GLOVE SIZE 7 50PR/BX	BOX	1
SURGICAL TAPE, DURAPORE 1"X10YDS 12/BX	BX	2
SURGILUBE (KY JELLY) 144/BOX	BX	1
SURROUND ANKLE W/ AIR 10" RIGHT EA	EA	2
SURROUND ANKLE W/AIR 10" LEFT EA	EA	2
SUTURE NYLON 5-0 DSM13 5-0 12/BX	BX	1
SUTURE REMOVAL KIT W/SCISSORS 4/PACK	PACK	5
SYRINGES LUER LOK DISP 10CC/ML 100/BX	BX	1
SYRINGES LUER LOK DISP 20CC 25/BX	BX	1

SYRINGES LUER LOK DISP 5CC 100/BX	BX	1
SYRINGES W/NEEDLE LL DISP 3CC 23GX1" 100/BX	BX	1
TABLE PAPER SMOOTH WHITE 18"X225' 12RI/CA	CASE	1
TETANUS, DIPHTHERIA TAX ADSORBED, ADULT, 10 DOSES	SDV	1
TETRACAINE OPHTHALMIC SOLUTION 0.5% 15ML/BT	BT	1
THERMOMETER COVERS SHEATH DIGITAL	BX	1
TONGUE DEPRESSORS BLADES N/S SENIOR #10 100/BX	BX	2
TOWELETTES W/BZK BX	BX	1
TUBERCULIN PPD (MANTOUX) 10 DOSES	MDV	1
TYLENOL 500MG UD 50X2/BOX	BX	1
ULTRASENSE PF NITRILE GLOVE LARGE 100/BX	BX	1
ULTRASENSE PF NITRILE GLOVE MEDIUM 100/BX	BX	1
ULTRASENSE PF NITRILE GLOVE SMALL 100/BX	BX	1
UNDERPADS	200/CA	1
UNDERPAD 23X36 50/BX	BX	1
UNNA BOOT 4" WIDTH	EA	1
URISPEC 11-WAY 100/BT	BT	1
VAGINAL SPECULA DISPOSABLE MEDIUM 25/BX	BX	1
VAGINAL SPECULA DISPOSABLE SMALL 25//BX	BX	1
VERRUCA-FREEZE 175 ML KIT	EA	1
WAVICIDE	GAL/EA	1
WAVICIDE INDICATOR STRIPS	50/BT	1
WRIST BRACE ELASTIC BLACK X-LARGE EA	EA	1
WRIST BRACE ELASTIC LARGE EA	EA	1
WRIST BRACE ELASTIC MEDIUM EA	EA	1
WRIST BRACE ELASTIC SMALL EA	EA	1

LABS

CPT CODE	TEST DESCRIPTION	CPTCODE	TEST DESCRIPTION
82570,84156	24 HR TOTAL URINE PROTEIN	8,669,586,696	HSV 1/2 HERPESELECT
86900,86901	ABO GRP AND RH TYPE	87275,87276	INFLUENZA A,B DFA
82040	ALBUMIN	83525	INSULIN
84075	ALKALINE PHOSPHATASE	83540,83550	IRON, TOTAL, & IBC %, SAT
84460	ALT	83540	IRON, TOTAL
82150	AMYLASE	83615	LOH
86038	ANAW/RFX	83690	LIPASE
84450	AST	80061	LIPID PANEL
80048	BASIC METAB PNL	80061	LIPID PANEL W/ REFLEX DLDL
82248	BILIRUBIN,DIRECT	80178	LITHIUM
82247	BILIRUBIN, TOTAL	83002	LUTEINIZING HORMONE
84520	BUN	86618	LYME AB-WB CONFIRM
86304	CA125	83735	MAGNESIUM
82310	CALCIUM	82043	MICROALBUMIN, URINE WITHOUT CR
80156	CARBAMAZEPINE, TOTAL	82043,82570	MICROALBUMIN, URINE W/CR
82374	CARBON DIOXIDE	83887	NICOTINE AND METABLOITE, BLOOD
86141	CARDIO CRP	80185	PHENYTOIN

85027	CBC	84100	PHOSPHOROUS
85025	CBC (DIFF/PLT)	84132	POTASSIUM
82378	CEA	84703	PREGNANCY TEST-SERUM/QUALITATIVE
87110	CHLAMYDIA & GC CULTURE W/ REFLEX	84702	PREGNANCY TEST-SERUM/QUANITATIVE
82435	CHLORIDE	84144	PROGESTERONE
82465	CHOLESTEROL,TOTAL	84146	PROLACTIN
82550	CK, TOTAL	84155	PROTEIN, TOTAL
80053	COMP METAB PNLCMP	85610	PROTHROMBIN TIME WITH INR
84681	C-PEPTIDE	84153	PSA
82565	CREATININE W/EGFR	82310,83970	PTH,INTACT & CALCIUM
86140	CRP	85730	PTT, ACTIVATED
87491, 87591	CT/NG DNA, SDA, W/THINPREP	85045	RETICULOCYTE COUNT
87491,87591	CT/NG SDA	86431	RHEUMATOID FACTOR
87070	CULTURE, AEROBIC BACTERIAL	86592	RPR MONITOR W/REFL
86200	CYCLIC CITRULINATED PEPTIDE AB JG<;,	86592	RPR(DX)REFL FTA
82627	DHEA-SULFATE	86762	RUBELLA IGG AB

CPT CODE	TEST DESCRIPTION	CPT CODE	TEST DESCRIPTION
80162	DIGOXIN LEVEL	85652	SED RATE
83721	DIRECT LDL	84295	SODIUM

80051	ELECTROLYTE PANEL	84480	T3 TOTAL
82670	ESTRADIOL	84479	T3 UPTAKE
82728	FERRITIN	84481	T3 FREE
82746	FELIC ACID	84439	T4, FREE
83001	FSH	84436	T4, TOTAL
87070	GENITAL CULTURE	84403	TESTOSTERONE, TOTAL
82977	GGT	84402,84403	TESTOSTERONE, FREE & TOTAL
82947	GLUCOSE	88142	THINPREP PAP W/OUT REFLEX
87081	GROUP A STREP CULTURE	88142,87491,87591, 87661	THINPREP W/REFLEX HPV
87081	GROUP B STREP CULTURE	88175	THINPREP W/COMP. ASSIST/REFLEX HPV
86677	H. PYLORI IGA, AB	87070	THROAT CULTURE (BACK- UP)
86677	H. PYLORI IGG, AB QUAL	86800	THYROGLOBULIN AB
86677	H. PYLORI IGM, AB	86376	THYROID PEROXID AB
86677	H. PYLORI IGG, QUANT	84478	TRIGLYCERIDES
83718	HDL-CHOLESTEROL	84443	TSH
85014	HEMATOCRIT	84443	TSH W/ REFLEX T-4, FREE
85018	HEMOGLOBIN	81001	UA COMPLETE (DIP AND MICROSCOPIC)
83036	HEMOGLOBIN ALC	81001	UA COMPLETE (REFLEX TO CULTURE)
86705	HEP B CORE IGM AB	81003	UA, DIPSTICK (REFLEX TO MICROSCOPIC)
86317	HEP B SURFACE AB QN	81005	URIC ACID
86706	HEP B SURFACE ANITBODY	81003	URINALYSIS, MACROSCOPIC
87340	HEP B SURFACE ANTIGEN	87086	URINE CULTURE (ROUTINE)
86803	HEP C ANTIBODY	80164	VALPROIC ACID
80076	HEPATIC FUNCTION PANEL	8370184478	VAP CHOLESTEROL TEST
86709	HEPATITIS A, TOTAL	82306	VIT D 25OH LC/MS/MS
86704	HEPATITIS B CORE ANTIBODY	82607	VITAMIN 812
80074	HEPATITIS PANEL ACUTE	82607,82746	VIT 812/FO LATE, SERUM

86308	HETEROPHILE, MONO SCREEN	82652	VITAMIN D, 1,25 DIHYDROXY
86701	HIV	82652	VITAMIN D, 1,25
87624	HPV, DNA, AMP PROBE	87070,87075,87205	WOUND CULTURE, A&A W/ GRAM STAIN



City of Round Rock

Agenda Item Summary

Agenda Number: G.9

Title: Consider a resolution authorizing the Mayor to execute a Letter of Understanding with Aetna Life Insurance Company for third-party administration of the City's self-funded health plan.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/20/2018

Dept Director: Valerie Francois, Human Resources Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Financial Assumptions, Dental Fee Exhibit, Service Performance Guarantees

Department: Human Resources Department

Text of Legislative File 2018-6091

This letter of understanding is with Aetna for them to provide the City with medical, dental, vision, and pharmacy benefits.

RESOLUTION NO. R-2018-6091

WHEREAS, the City of Round Rock (the “City”) desires to continue to retain professional services to provide independent third-party administration of the City’s self-funded health plan;

WHEREAS, Aetna Life Insurance Company (“Aetna”) has been providing said professional services and has submitted a proposal to continue to provide said services; and

WHEREAS, pending the final negotiation of the terms and provisions of a new Administrative Services Agreement, the City Council desires to approve a Letter of Understanding with Aetna accepting the submitted proposal, Now Therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS:

That the Mayor is hereby authorized and directed to execute on behalf of the City a Letter of Understanding with Aetna, a copy of said Letter of Understanding being attached hereto as Exhibit “A” and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 20th day of November, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



EXHIBIT
"A"

Cassandra Newman
Regional Director
Aetna
151 Farmington Ave,
RE11
Hartford, CT 06156
860-273-3294

November 11, 2018

City of Round Rock
Tyler Jarl, Benefits Manager
231 East Main Street, Ste. 100
Round Rock, TX 78664

Re: City of Round Rock - Confirmation of Services and Administrative Services Only Fees

Dear Mr. Jarl:

Thank you for selecting Aetna and we look forward to continuing our business relationship with City of Round Rock. Based on our original proposal and subsequent discussions, we have outlined the products and services City of Round Rock has purchased for the plan effective January 1, 2019. Please review and confirm this information accurately reflects City of Round Rock's understanding. If you have any questions, you may contact John Heerwagen to discuss any necessary changes.

The contract period begins on the effective date of January 1, 2019. Our contracts provide for automatic renewal upon the completion of each contract period unless either party invokes the termination provision, which requires 31 days advance written notice of termination to the other party. This provision may be invoked at any time during the continuance of the contract and is not limited to termination occurring on the renewal date, subject to the terms of the contract.

Coverages and Financial Arrangements

The following illustrates the funding arrangements by line of coverage:

Coverage	Funding Arrangement
Open Access Aetna Select	Self-Funded
Choice POS II	Self-Funded

Administrative Service Fees

Based on the package of services selected and enrollment awarded to Aetna, the per employee per month administrative services fees by plan for each of the three contract periods, as revised and quoted on January 1, 2019, are:

Plan	Projected Enrollment	01/01/2019	01/01/2020	01/01/2021
Aetna CPOSII	403	\$37.86	\$37.86	\$37.86
Aetna Select ACO	425	\$39.41	\$39.41	\$39.41

We would also extend our contract for two additional years (01/01/2022 and 01/01/2023) with 3% increases on the two outlying years.

Self Funded Fees include:

Included Services / Programs in Above Administrative Fees
Implementation & Communications
\$10,000 Wellness Allowance, annual restoration, no carry-over
Designated Implementation Manager
Open Enrollment Marketing Material (noncustomized)
Onsite Open Enrollment Meeting Preparation
Standard ID Cards
General Administration
Experienced Account Management Team
Designated billing, eligibility, plan set up, underwriting and drafting services
Review or draft plan documents
Summary of Benefits and Coverage (SBCs)
Aetna Claim Fiduciary - Option 4 (1st and 2nd Level Appeals)
Aetna provides External Review
Alternate stockpiling
Member and Claim Services
Claim Administration
Member Services
Aetna Voice Advantage
Plan Sponsor Liaison
Special Investigations / Zero Tolerance Fraud Unit
Network
Network Access / Full National Reciprocity
Care Management
Utilization Management Inpatient Precertification
Utilization Management Outpatient Precertification
Utilization Management Concurrent Review
Utilization Management Discharge Planning
Utilization Management Retrospective Review
Aetna Compassionate Care Program (ACCP)
Infertility Case Management
National Medical Excellence®
Aetna Health Connections Disease Management

MedQuery®
Beginning Right Maternity Program
Informed Health® Line - 24-hour Nurseline 1-800 #
Simple Steps To A Healthier Life ®- Health Assessment
Behavioral Health
Managed Behavioral Health
Focused Psychiatric Review
Web Tools
DocFind® (online provider directory)
Aetna Navigator® - Member Self Service Web
Web-Chat Technology - Virtual Assistant Ann
Online Programs
Health Decision Support - Basic
InteliHealth
Reporting
5 Hours of Ad Hoc Reports, Annual Restoration
Monthly standard broker reports
Aetna Health Information Advantage
e.Plan Sponsor Monitor – Level B Reporting (Standard Quarterly Utilization Reports)
Monthly Financial Claim Detail Reports
Monthly Banking Reports
Data Integration Services
Monthly Universal File Feeds (Outbound)
One (1) Exact Copy of Universal File (Outbound)
Aetna Discount Program
at home products, books, fitness, hearing, national products and services, oral health care, vision and weight management

Services included through the claim wire:

<i>Claim Wire Billing Programs</i>	<i>Charged through the claim wire. Not included in the PEPM fees above.</i>
Subrogation	37.5% of recovered amount will be retained
Cotiviti-Coordination of Benefits, Retro Terminations, Medical Bill and Hospital Bill Audits, Workers Compensation, DRG and Implant Audits	37.5% of recovered amount will be retained
National Advantage™ Program	50% of savings will be retained
Standard Facility Charge Review	50% of savings will be retained
Enhanced Clinical Review	\$0.70 per member per month

Underwriting Assumptions and Caveats

Self Funded Medical and Pharmacy Financial Assumptions

Please refer to the Self-Funded Medical Financial Assumptions document provided for additional information.

Self-Funded Dental Fee Exhibit

Please refer to the Self Funded Dental Fee Exhibit document for additional information.

Guarantees

Performance Guarantees – Medical

In total, we will put **15%** of our applicable guarantee period administrative service fees/premium at risk through Performance Guarantees. The guarantee period administrative service fees/premium will be calculated at the end of each guarantee period and will be based on the total number of employees actually enrolled in the plans listed below.

The guarantees described herein will be effective from January 1, 2019 through December 31, 2019 (hereinafter “guarantee period”).

The performance guarantees will apply to the self-funded Open Access Aetna Select, Aetna Choice POS II plans administered under the Administrative Services Only Agreement (“Services Agreement”)/Group Agreement. These guarantees do not apply to non-Aetna benefits or networks.

Please refer to the Medical Performance Guarantee document for additional information.

Please let us know if you have any questions or concerns regarding the information outlined in this letter and the attachments. We appreciate City of Round Rock’s business and look forward to a successful plan implementation.

Sincerely,



Cassandra Newman, Regional Director
Public & Labor Underwriting
Aetna

cc: John Heerwagen, Account Executive
Joan Buchanan, Senior Underwriting Consultant



Table of Contents

Fee Guarantee Period	2
Underwriting Caveats	2
Allowance(s)	4
Late Payment	5
Underwriting Assumptions	6
Banking	7
Compensation	8
Billing Information	8
Claim and Member Services	10
Value Based Contracting	12
Network Services	15
Reporting and Data Transfers	17
Legislative & Regulatory Requirements	19

Self-Funded Medical Financial Assumptions and Caveats

For purposes of this document, Aetna¹ may be referred to using 'we', 'our' or 'us' and City of Round Rock may be referred to using 'you' or 'your'.

We have made every effort to respond to City of Round Rock's request in a manner that reflects our existing and expected business practices for the period January 1, 2019 continuing through December 31, 2021. If you decide to establish a business relationship with us, we'll send you a Letter of Understanding confirming agreed upon benefits, services and fees. Then you'll need to enter into an administrative services agreement (the "Agreement") with us.

Fee Guarantee Period

We have provided a fee guarantee for each of the first three periods from January 1, 2019 through December 31, 2021 (each, a "Guarantee Period"). We have also included performance guarantees in this proposal.

We are also willing to offer two additional years (January 1, 2022 through December 31, 2022 and January 1, 2023 through December 31, 2022) at 3% increase for each year.

Underwriting Caveats

Your pricing considers all of the multiple products, programs and services you have with us and/or are included in this proposal and will be in effect for the full 12 months of the plan year. Pricing for some programs and services are amortized over a 12-month period. Therefore fees will not be reduced if termination occurs prior to the end of the plan year. We require notice to properly terminate before the plan year ends in accordance with the Termination provision in your Agreement. Otherwise, you may be charged for the cost until that notice is met.

If any of the changes outlined below occur, we may adjust your Guaranteed Fees. If this happens, you'll be required to pay any difference between the fees collected and the new fees calculated back to the start of the Guarantee Period. If fees are adjusted, the caveats below will be based on the new assumptions.

¹ Aetna is providing this proposal on behalf of itself and [Banner Health and Aetna Health Insurance Company Banner | Aetna](#), [Texas Health + Aetna Health Insurance Company \(Texas Health Aetna\)](#), [Innovation Health Insurance Company \(Innovation Health\)](#), [Sutter Health and Aetna Administrative Services, LLC \(Sutter Health | Aetna\)](#), [Allina Health and Aetna Insurance Company \(Allina Health | Aetna\)](#).

Self-Funded Medical Financial Assumptions and Caveats

During the Guarantee Period we may adjust your Guaranteed Fees if:

1. for any product:
 - a. There is a 15 percent change in enrolled employees by product or jurisdiction. We assumed 403 employees in Aetna Choice POSII and 425 employees in Aetna Open Access Aetna Select.
2. Maximum account structure exceeds 60 units per product. Account structure determines the reporting format. During the installation process, we'll work with you to finalize the account structure and determine which report formats will be most meaningful. Maximum total account structure includes Experience Rating Groups (ERGs), controls, suffixes, billing and claim accounts.
3. A material change in the plan of benefits is initiated by you or by legislative or regulatory action.
4. A material change in the claim payment requirements or procedures, claim fiduciary option, account structure, or any other change materially affecting the manner or cost of paying benefits is initiated by you or by legislative or regulatory action.
5. You terminate the Agreement and we incur charges for maintaining plan structure to report and/or process runoff claims.
6. You change or terminate the National Advantage™ Program (NAP), Facility Charge Review (FCR) or Itemized Bill Review (IBR) programs.
7. There are any changes to the programs and services we offer you.
8. You terminate any of our other products not addressed within this financial package including, but not limited to, Dental products
9. And/or Pharmacy products.
10. If additional products are not sold, or if additional products terminate during the multi-year guarantee period, any applicable bundled product fee credits will be removed. You place the products, programs and services included in this multi-year fee guarantee out to bid with an effective date prior to January 1, 2022 (end of multi-year Guarantee Period), and then this guarantee is no longer valid.

Self-Funded Medical Financial Assumptions and Caveats

11. Legislation, regulation or requests of government authorities result in material changes to plan benefits, we reserve the right to collect any material fees, costs, assessments, or taxes due to changes in the law even if no benefit or plan changes are mandated.

If any of the conditions outlined above occur, then any performance guarantees may be changed or terminated based on the caveats outlined in those guarantee documents.

We're relying on information from you and your representatives in establishing the fees and terms of this proposal. If any of this information is inaccurate and has an impact on the cost of the programs, we reserve the right to adjust our fees and terms upon the receipt of corrected information.

Allowance

- Wellness Allowance – We're including a wellness allowance of up to \$10,000. You can use this to pay for reasonable wellness-related programs or activities you received from third-party vendors incurred during the January 1, 2019 through December 31, 2019 plan year. This allowance may be used for programs or activities such as wellness fairs, biometric screenings, onsite flu vaccinations, etc. These funds will be available as of the effective date of the guarantee period. We'll pay wellness-related expenses directly to the vendor only after you send us the proper documentation outlining the expenses you have incurred. Our preferred method of payment is directly to the vendor. Payment will be made once expenses are incurred and invoice(s) provided. On an exception basis, we can reimburse you directly. In the event the exception is granted, we'll require you to submit detailed paid receipts from the vendor. Documentation must be submitted within 60 days following the close of the plan year, otherwise you forfeit the funds. Expenses must be for wellness-related programs or activities that are designed to promote the health and wellbeing of plan participants, or to educate participants about healthy lifestyles and choices. Acceptable documentation includes, but is not limited to:
 - Vendor invoice(s) summarizing level of work completed, hourly rate and hours spent; and
 - Invoices or other documentation summarizing any other miscellaneous expenses incurred (such as travel and other business expenses related to service rendered)

A wellness allowance of up to \$10,000 is available in the second and third Guarantee Periods, as well as outlying fourth and fifth years. Please note, the allowance of \$10,000 is available for each year and is forfeited at the end of each year if not fully utilized (it does not get rolled over for a cumulative amount).

Self-Funded Medical Financial Assumptions and Caveats

We assume the funding of any wellness budget is either at the request of your Plan Administrator acting in its fiduciary capacity or for the exclusive benefit of your Plan. Any wellness-related allowance amounts we pay you directly to offset or reimburse you for any expense or costs you reimbursed a vendor for directly, must comply with these conditions. We suggest you seek appropriate accounting and legal counsel for all payments to ensure they comply with applicable accounting principles and law.

If you terminate your medical plan with us in whole or in part (defined as a 50 percent or greater membership reduction from the membership we assumed in this proposal) prior to the end of the Guarantee Period, December 31, 2019 you will be responsible for remitting payment for any allowance amounts used. Payment will be due to us within 31 days of the invoice.

If you terminate your medical plan with us in whole or in part (defined as a 50 percent or greater membership reduction from the membership we assumed in this proposal) prior to the end of the multi-year Guarantee Period, December 31, 2021 you will be responsible for remitting payment for any allowance amounts used. Payment will be due to us within 31 days of the invoice.

- Late Payment

We'll assess a late payment charge if you don't provide funds on a timely basis to cover benefit payments and/or fail to pay service fees on a timely basis as outlined in the Agreement. The current charges are:

- late funds to cover benefit payments (e.g., late wire transfers after 24-hour request): 12 percent annual rate
- late payments of service fees after 31 day grace period: 12 percent annual rate

We reserve the right to collect any incurred late payment charges through a claim wire billing account on a monthly basis provided there are no other special payment arrangements in-force to fund any incurred late payment charges. We'll notify you in writing to obtain approval prior to billing any late payment charges through the claim wire billing account.

We'll notify you of any changes in late payment interest rates. The late payment charges described in this section are without limitation to any other rights or remedies available to us under the Agreement or at law or in equity for failure to pay.

Self-Funded Medical Financial Assumptions and Caveats

Underwriting Assumptions

- Our quotation assumes our standard Agreement provisions and claim settlement practices apply unless otherwise stated.
- The attached financial exhibit outlines the products, programs and services we offer.
- Participation Requirement – A minimum of 250 enrolled employees is required to administer the proposed products on a self-funded basis.
- Plan Design – The products offered are subject to the terms of our Benefit Review document.
- Claim Fiduciary (Option 4) – Our proposal assumes we'll provide mandatory Level I (benefit review and determination of claims) and Level II (deciding appeals and final claims determination) appeals. We'll also write the letter to the member to communicate the appeal decision. We'll defend any lawsuit originating during or after completion of the first two levels of appeal. You'll act as claim fiduciary for all voluntary appeals after Level I and Level II appeals are exhausted. The fee included for this service assumes a member-to-employee ratio range of 2.10 to 2.50.
 - We'll act as claim fiduciary for all Level I (benefit review and determination of claims) appeals. You assume claim fiduciary responsibility for all Level II (deciding appeals and final claims determination) appeals.
- External Review – We've included external review in our proposal. External view uses outside vendors who coordinate a medical review through their network of outside physician reviewers. When you retain claim fiduciary responsibility, we pass through the actual vendor charges on a direct-charge basis.
- Non-ERISA – For a non-ERISA plan, the risks and responsibilities are different from those under ERISA plans, since the ERISA preemption and ERISA standard of performance do not apply. Our charge for non-ERISA plans must take into account the additional liability risk as compared to known risks under an ERISA plan.
- Eligibility Transmission – Our proposal assumes we'll receive eligibility information weekly or biweekly, from your locations and/or by your designated vendor. Our preferred method of submission is via electronic connectivity. We don't charge for the first four Electronic Reporting (ELRs)/segments whether associated with one transmission or by multiple methods. Costs associated with more than four

Self-Funded Medical Financial Assumptions and Caveats

ELRs/segments or with any custom programming necessary to accept your eligibility information and/or information coming from a designated vendor aren't included in this proposal and will be assessed separately. During the installation, we'll review all available methods of submitting eligibility information and identify the approach that best meets your needs or the needs of your designated vendor.

- Third-Party Audits – We don't typically charge to recoup internal costs associated with a third-party audit. We reserve the right to recover these expenses if significant time and materials are required.
- Mental Health/Substance Abuse Benefits – Our quotation assumes that mental health/substance abuse benefits are included.
- Prescription Drug Benefits – Our quotation assumes that prescription drug benefits are included.
- Additional Products, Programs and Services – Costs for special services rendered that are not included or assumed in the pricing guarantee will be billed through the claim wire, on a single claim account, when applicable, to separately identify charges. Additional charges that are not collected through the claim wire during the year will either be direct-billed or reconciled in conjunction with the year-end accounting and may result in an adjustment to the final administration charge. For example, you will be subject to additional charges for customized communication materials, as well as costs associated with custom reporting, booklet and SPD printing, etc. The costs for these types of services will depend upon the actual services performed and will be determined at the time the service is requested.

Banking

We've assumed that you provide funds through City of Round Rock-pushed ACH wire transfer for drafts clearing the bank issued under the self-funded arrangement assumed in this proposal.

When claims have accumulated to more than \$20,000, a request will be sent to you and/or your bank requesting funds for the total claims from the previous day(s). For most customers, this will mean daily claim wire transfers. In addition, there will be a month end close out request on the first banking day of each subsequent month.

Our standard banking arrangement is to request funds when claims have accumulated to more than \$20,000. In this arrangement, a wire request is sent to you and/or your bank

Self-Funded Medical Financial Assumptions and Caveats

requesting funds for the total claims from the previous day(s). For most customers, this would mean daily claim wire transfers.

In place of this arrangement, we will request funds for claims on a specific day of the week. In addition, there will be a month end close out request on the first banking day of each subsequent month.

The proposed banking arrangement is subject to change based on results of a credit risk evaluation. We will complete an evaluation upon notification of sale.

We've assumed you'll use no more than three primary banking lines which are shared across all self-funded products, excluding Flexible Spending Accounts (FSAs). Additional wire lines and customized banking arrangements will result in an adjustment to the proposed pricing.

Compensation

The quoted fees don't include consultant compensation.

Disclosure Statement – We have various programs for compensating agents, brokers and consultants. If you'd like information about compensation programs for which your agent, broker, or consultant is eligible; payments (if any) which we have made to your agent, broker, or consultant; or other material relationships your agent, broker, or consultant may have with us, you may contact your agent, broker, or consultant or your Aetna account representative. Information about our programs for compensating agents, brokers, or consultants is also available at www.aetna.com.

Billing Information

- Advance Notification of Fee Change – We'll notify you of any fee change within 31 days of the fee change.
- Claim Wire Billing Fees – Claim wire billing fees refers to the portion of the total administrative expenses that are charged through the claim wire as the services are rendered, and are subject to any future fee increases. Fees charged through the claim wire include those described on the Fee Schedule as well as those fees that the parties may subsequently agree to add to the claim wire from time to time. Programs or services that are charged through the claim wire are excluded from the monthly PEPM Administrative Fees as illustrated on the attached financial exhibit(s) and will not appear on the monthly billing statement. Claim wire charges will appear in the claim detail

Self-Funded Medical Financial Assumptions and Caveats

report separated by unique Claim Reporting System (CRS) draft accounts and other monthly reports provided to you.

- **Enhanced Clinical Review Program** – Our Enhanced Clinical Review Program can limit the financial impact of high tech imaging, diagnostic cardiac, sleep management, cardiac implantable devices, interventional pain, and hip and knee arthroplasties by coordinating information provided by the ordering doctor. The information is reviewed by board-certified physicians and registered nurses, to maximize savings on these high cost services. Our Enhanced Clinical Review Program is projected to reduce unnecessary utilization by approximately 12 to 15 percent. You will be charged a \$0.70 per-member-per-month (PMPM) fee through the claim wire on behalf of your subscribers and covered dependents for participation in this program under your PPO-based plan. We charge you fees based upon those members who fall into service areas where the program is available.

These fees are billed through a claim wire billing account and will be outlined on your monthly claim detail reports.

We'll calculate the fee and send you a direct bill after services are rendered on a monthly basis.

- **Teladoc** – Teladoc offers members access to quality, affordable General Medical, Behavioral Health, Caregiver and Dermatology services.
 - **General Medical:** Members can receive care for routine common illnesses with a telephone or online video consultation. Teladoc offers a low cost alternative to more expensive emergency room and urgent-care centers when the member's PCP is unavailable. Telephone consults are available in 49 states (not available in ID), and video consults are available in all 50 states. Arkansas and Delaware require a member's first Teladoc visit to be by video; after the requirement is met, the member will be able to choose phone or video for subsequent visits. Consultations are available seven days a week, 24 hours a day.
 - **Caregiver:** Members can add a non-member care recipient onto their existing Teladoc account to initiate a three-way visit between a physician, caregiver and care recipient. This is a direct to consumer service through Teladoc, available only to access the general medical services. You cannot purchase Caregiver without the General Medical services.
 - **Behavioral Health:** Members can speak with a Behavioral Health provider via an online video consultation. Consultations are available seven days a week, 7 am to 9

Self-Funded Medical Financial Assumptions and Caveats

pm local time. You cannot purchase Behavioral Health without the General Medical services.

- Dermatology: Members can work with a Dermatologist through ‘store and forward’ technology where the member provides pictures and a questionnaire to the provider via Teladoc and receive communication back. There is no actual video or telephone appointment. You cannot purchase Dermatology without the General Medical services.

Program	Administration Fee PEPM	Per Consult Claim Charge*
General Medical	\$0.95	\$40
Behavioral Health	\$0.15	\$160 for the first Behavioral Health consultation with a psychiatrist \$90 for all subsequent Behavioral Health consultations with a psychiatrist; and \$80 for each Behavioral Health consultation with a Masters level therapist other than a psychiatrist
Caregiver	No cost	\$45 paid directly to Teladoc at the time of visit
Dermatology	No cost	\$75

*While this is the total cost that is charged to the member for a consult (depending on the provider level), what a member actually pays depends on how you choose to setup and implement Teladoc. In general, the member will pay a copay amount and the remaining balance (of the provider level consult fee) is billed to you, where applicable.

Unless we hear from you, all of the Teladoc programs noted above will be included as part of our standard offering. Teladoc per consult claim charges are billed through the claim wire and will be outlined on your monthly claim detail reports.

- Claim and Member Services
- Run-In Claim Processing – Our proposal excludes run-in claim processing from the prior carrier (claims incurred before the effective date of the plan).
- Runoff Claims Processing – The expenses associated with processing runoff claims following cancellation are covered for one year.

Medical Explanation of Benefits (EOB) Suppression – Unless required by state law, we don’t produce paper EOBs for members registered through our member website. In addition, we don’t produce EOBs for claims when there is no member liability. EOBs are always available electronically through our secure member website.

Self-Funded Medical Financial Assumptions and Caveats

- Care Management Center – Our National Accounts Care Management Solutions Teams (NACMST) will administer your care management services.
- Care Management Center – Our Aetna One Advocate team will administer your care management services.
- Alternate Office Processing (AOP) – We regularly use both internal and external claim adjudication services to meet service requirements of our business. These services may be located inside or outside of the United States. Our quality standards and controls apply to all claims regardless of where they're processed. Standard pricing assumptions are in effect based on type of product, auto-adjudication, plan design, and customer specific requirements. We may adjust fees based on the above factors and/or where you wish to limit use of Alternate Office Processing (AOP).
- Subcontractors – The work to be performed by us under the Services Agreement may, at our discretion, be performed directly by us or wholly or in any part through a subsidiary, an affiliate, or under a contract with an organization of our choosing. We'll remain liable for Services under the Services Agreement. Upon request, we shall provide a written list of Tier 1 subcontractors. Tier 1 subcontractors are defined as a subset of our suppliers for whom a portion of the Services provided may include direct member contact or significant access to Plan Participant-identifiable data. Not all of our suppliers on the list provided are utilized in providing services to all customers or plan participants. We shall make an updated Tier 1 Subcontractor list available to you, for informational purposes, as requested by you but no more frequently than once annually during the term of the Services Agreement. For the avoidance of doubt, neither our obligation to provide, nor your right to receive, a Tier 1 Subcontractor list under this paragraph shall constitute your right to pre-approve any of our subcontractors or a right to require us to terminate any agreements (or services under any agreements) with any of our suppliers.
- Claims Subrogation – We have an agreement with Rawlings & Associates to provide comprehensive subrogation services. A contingency fee of 37.5 percent is retained upon recovery for self-funded customers.
- Contracted Services – Cotiviti- We utilize external vendors for claim recovery on:
 - Coordination of Benefits (primary and secondary review)
 - Retroactive Terminations
 - Medical Bill and Hospital Bill Audits
 - Workers Compensation (California, Florida, New York, Ohio and Texas)

Self-Funded Medical Financial Assumptions and Caveats

- DRG and Implant Audits

A contingency fee of 37.5 percent is charged for the claim recoveries. These fees are primarily to support vendor costs and our internal administrative costs associated with these programs.

- Third Party Claim and Code Review Program – We utilize external vendors for claim recovery on:
 - Payer liability (e.g. member eligibility verification, COB)
 - Coding compliance (e.g. payment policy adherence, duplicate claims)
 - Contract compliance (e.g. provider contract adherence)
 - Clinical appropriateness (e.g. clinical feasibility and appropriateness of claim, chart review verification of claim)

A contingency fee of 37.5 percent is charged for the claim recoveries. These fees are primarily to support vendor costs and our internal administrative costs associated with these programs.

- Specialty Pharmaceutical Rebates – We'll retain (as compensation for our efforts in administering the Preferred Specialty Pharmaceutical Program) all specialty pharmaceutical rebates earned on drug claims that we administer and pay through the medical benefit rather than the pharmacy benefit.

Value Based Contracting

1. Introduction

We have a variety of different value-based contracting (VBC) arrangements with many of our Network Providers. These arrangements compensate providers to improve indicators of value such as, effective population health management, efficiency and quality care.

2. Contracting Models

We have VBC arrangements ranging from bundled payments and pay-for-performance approaches to more advanced forms of collaborative arrangements that include integrated technology and case management, aligned incentives and risk sharing. Our VBC models include:

Self-Funded Medical Financial Assumptions and Caveats

(A) Pay for Performance (P4P). Under P4P programs, we work together with providers (doctors and hospitals) to develop and agree to a set of quality and efficiency measures and their performance impacts their total compensation.

(B) Bundled Payments. In a Bundled Payment model, a single payment is made to doctors or health care facilities (or jointly to both) for all services associated with an episode-of-care. Bundled payment rates are determined based on the total expected costs for a particular treatment, including pre- and post-treatment services, and are set to incentivize efficient medical treatment.

(C) Patient Centered Medical Home (PCMH). In a PCMH, a primary care doctor leads a clinical team that oversees the care of each patient in a practice. The medical practice receives data about their patients' quality and costs of care in order to improve care delivery. Financial incentives can be earned based upon performance on specific quality and efficiency measures.

(D) Accountable Care Organizations (ACOs). In an ACO, we team up with systems of doctors, hospitals and other health care providers to help these organizations manage risk, improve clinical care management, and implement data and technology to connect providers, health plans and patients. The ACO arrangements include financial incentives for the organization to improve the quality of patient care and health outcomes, while controlling costs.

We will continue to evolve our value-based contracting arrangements over time. We employ a broad spectrum of different reimbursement arrangements with providers to advance of the goals of improving the quality of patient care and health outcomes, while controlling costs.

3. Value-Based Contracting Example Calculations

A customers' financial responsibility under many VBC arrangement is determined based on provider performance, using an allocation method appropriate for each particular performance program. These methods include: percentage of allowed claims dollars; number of members; percentage of member months.

Examples

A. P4P. Percentage of allowed claims dollars:

Achieving agreed upon clinical and efficiency performance goals by comparing performance year end to performance year baseline or an industry standard.

Self-Funded Medical Financial Assumptions and Caveats

- i. Provider earns \$100,000 performance-based compensation for the 12-month period January to December;
 - ii. All plan sponsors combined, incurred \$8,500,000 in claims with the provider for the 12-month period January to December;
 - iii. Plan sponsor incurred \$150,000 in claims with the provider for the 12-month period January to December;
 - iv. Plan sponsor's share of claims costs is $(\$150,000/\$8,500,000) = 1.7647\%$.
Formula: (Plan sponsor incurred claims/All plan sponsors incurred claims);
 - v. Plan sponsor's share of the \$100,000 performance-based compensation is $1.7647\% * \$100,000 = \$1,764.70$, which would be processed as a claim through ordinary self-funded banking channels.
- B. PCMH and ACO. Percentage of member months:
Achieving agreed upon clinical and efficiency goals as measured by performance year end to performance year baseline or an industry standard.
- i. Provider earns \$100,000 performance-based compensation for the 12-month period January to December;
 - ii. All plan sponsors combined, had 100,500 member months with the provider for the 12-month period January to December;
 - iii. Plan sponsor had 9,500 member months (for 850 unique members) attributed to the provider for the 12-month period January to December;
 - iv. Plan sponsor's share of the member months is $(9,500/100,500) = 9.4527\%$.
Formula: (Plan sponsor member months/All plan sponsors member months);
 - v. Plan sponsor's share of the \$100,000 performance-based compensation is $(9.4527\% * \$100,000) = \$9,452.73$, which would be processed as a claim through ordinary self-funded banking channels.
- C. PCMH and ACO. Number of Members:
In addition to Example B above, a quarterly Accountable Care Payment (ACP) may be made to the provider to fund activities necessary to meet the financial and clinical objectives. These are paid quarterly either during, or after the end of

Self-Funded Medical Financial Assumptions and Caveats

each quarter. The financial impact is considered in the total financial package negotiated with the provider.

- i. We determine the attributed patients for the provider for the quarter April through June;
- ii. Plan sponsor had 850 members attributed to the provider for the quarter April through June;
- iii. ACP and FFS payments are incorporated into the final analysis of provider performance against the medical claims target;
- iv. We apply the agreed upon rate to the attributed patients; i.e. \$2.00 per-member, per-month (PMPM) = \$6.00 per quarter per member, to determine funding to the provider;
- v. Plan sponsor's calculated share is \$5,100 ($\6.00×850), which would be processed as a claim through ordinary self-funded banking channels.

4. General

We will process any payments in accordance with the terms of each VBC arrangement. In each of the VBC models, self-funded plan sponsors reimburse us for any payment attributable to their plan when the payments are made. Each customer's results will vary. It is possible that payments paid to a particular provider or health system may be required even if the plan sponsor's own population did not experience the same financial or qualitative improvements. It is also possible that payments will not be paid to a provider even if the customer's own population did experience financial and quality improvements. A report of VBC charges to a plan sponsor will be available on a quarterly basis.

Upon request, we will provide additional information regarding our VBC arrangements.

Network Services

- Primary Care Physician Referrals – Because of certain provider contractual arrangements with some Independent Provider Associations (IPAs) and medical groups, we'll permit specific exemptions to the requirement that a member obtain a referral from their primary care physician (PCP) before receiving care from other providers.

Self-Funded Medical Financial Assumptions and Caveats

- **California Primary Care Physician Referrals** – Given the unique nature of the health care system in California, referral registration for members in California is generally not required. The delegated model in place in the state already encourages providers to make appropriate referral decisions for our members. We believe this decision is in the best interests of plan sponsors, members and providers. However, please note that referral registration is required in California in the event that the servicing provider is not in the same network area (e.g., Los Angeles, Northern California, San Diego and Central Valley) as the member or the member's PCP. In addition, PCP selection is required. Par provider claims for members that do not select a PCP will be processed at the par non-authorized level.
- **Network Provider Arrangements** – Certain network providers require payment of claims that might otherwise be denied, such as those not medically necessary or experimental or investigational (but does not require payment for services you expressly exclude from coverage, such as for cosmetic surgery). We will charge you for these claims in order to be able to continue providing members with access to services on an in-network basis. You agree to comply with such applicable provisions of our network provider contracts.
- **Out-of-Network Program and Reimbursement** – We have several programs to help you and your members save money when receiving care out-of-network. Outlined below is the out-of-network program we have included in this proposal.

National Advantage™ Program including the Contracted Rates, Facility Charge Review and Itemized Bill Review

The National Advantage Program (NAP) includes three parts, Contracted Rates, Facility Charge Review (FCR) and Itemized Bill Review (IBR). The Contracted Rates part offers access to contracted rates for many medical claims from non-network providers, including claims for emergency services and claims by hospital-based specialists such as anesthesiologists and radiologists who do not contract with insurers.

National Advantage Program fees

We'll retain 50 percent of savings from the Contracted Rates National Advantage Program. We retain the same percentage of savings from the FCR and IBR components of the National Advantage Program. These fees are in addition to the per-employee, per-month administrative service fees.

We'll retain 50 percent of savings from the National Advantage Program. We retain the same percentage of savings from the FCR and IBR components of the National Advantage Program. We're agreeable to capping the amount of the National Advantage Program retained savings that are charged during the calendar year at \$100,000 per

Self-Funded Medical Financial Assumptions and Caveats

individual claim. The NAP charge limit is based upon the calendar year in which the NAP fees are billed to the claim wire (i.e., recorded date). These fees are in addition to the per-employee, per-month administrative service fees.

How NAP fees are charged

Fees for the program are charged as a percentage of savings achieved by NAP. Fees are credited back to you if savings are subsequently reduced or eliminated. Savings are generally defined as the difference between the reference price and the NAP priced amount, where the reference price is typically defined as:

- a. For facility services, the amount billed by the provider.
- b. For most professional services, the lesser of the amount billed by the provider or the 80th percentile of the applicable FAIR Health database or other reference database reasonably comparable to FAIR Health.
- c. For a professional service paid using an Ad Hoc Rate negotiated by Aetna for an Involuntary Out-of-Network claim, the amount billed by the provider.
- d. For claims reviewed under Itemized Bill Review, the in-network rate prior to removal of any non-payable charges identified through the claim review.

The FCR rate will be set as your plan rate for non-par, voluntary facility claims. Your Summary Plan Description will need to reflect this.

- Institutes of Excellence™ Transplant Network – As part of our National Transplant Program, a registered nurse is assigned to each member to assist with every phase of the transplant process, from evaluation through post-transplant recovery. The nurse coordinates care and assists your employees in accessing covered treatment through our contracted Institutes of Excellence (IOE) transplant network. The program also features dedicated claims and member services staff for special handling of patient claims and benefits issues. The IOE transplant network is our national network of facilities for transplants and transplant related services. Hospitals that are selected to participate in our IOE transplant network have met enhanced quality thresholds for volumes and outcomes. The charge is on a per transplant basis, whether or not an IOE facility is used. The charge is based on your specific utilization. Billing is through the claim wire process at the rate of \$2,500 when a member is wait-listed for a transplant and \$7,500 when a member's transplant procedure is complete.

Reporting and Data Transfers

Self-Funded Medical Financial Assumptions and Caveats

- Aetna Informatics® Reporting and Consulting – In addition to our electronic tool, Aetna Health Information Advantage, you'll receive 5 hours of support for report generation and/or consulting services for customer data housed in Aetna Health Information Advantage.
- Data Integration (Set-up) – Our proposal assumes one historical medical and one historical pharmacy data integration feed. For an additional fee, historical medical and pharmacy data integration feeds may be added.
- Data Integration (On-Going) – Options and pricing for integrating claims data from an external vendor into one or more of our systems will vary depending on the scale of your integration needs.
- Claims History Transfer (set up) – These files are used to administer deductible and internal maximums. There is no cost associated with receiving claim history files electronically from the prior carrier for initial implementation. There will be a charge for files received in a format other than electronically; costs are based on the complexity and format of the data.
- States' All payer Claims database (APCD) reporting – Certain state regulations require insurance carriers to supply data relating to their fully insured products to that state's all payer claims database (APCD). As a result of a recent US Supreme Court ruling, and as a TPA for your self-funded plan, we are no longer required to submit self-funded plan health care claims data to states with APCDs.

However, in some states, the law indicates that providing the data for self-funded plans is voluntary. In these circumstances, we won't provide your self-funded plan data to these states unless you inform us in writing that you wish us to do so.

New Hampshire:

Many states have passed laws requiring disclosure of health care claims data to all payer claims databases (APCDs). The data is used by the states for a variety of analytical purposes. You can find more information on APCDs at the APCD Council website at <http://www.apcdcouncil.org/>.

In 2016, the U.S. Supreme Court ruled in *Gobeille v. Liberty Mutual Insurance Co.*, that the Employee Retirement Income Security Act of 1974 (ERISA) prevents states from requiring self-insured plan sponsors to submit data to APCDs. As a result of this ruling, Aetna will not automatically submit your self-funded plan data to any state APCDs. If you wish to have your plan's data submitted to state APCDs, you will need to affirmatively opt in to this process by notifying your account manager. Please read the

Self-Funded Medical Financial Assumptions and Caveats

New Hampshire Department of Insurance specific message to companies with a business location including a branch location in New Hampshire.

Legislative & Regulatory Requirements

We believe this proposal to be compliant with all applicable state and federal laws, including health care reform.

- **Employer Reporting Requirements** – Under Internal Revenue Code (IRC) Section 6055 health insurance issuers, certain employers, government agencies and other entities that provide Minimum Essential Coverage (MEC) to individuals must report to the IRS information about the type and period of coverage and furnish related statements to covered individuals. This information is used by the IRS to administer the individual shared responsibility provision and by individuals to show compliance with the individual shared responsibility provision.

IRC Section 6056 requires applicable large employers (those having employed an average of 50 or more full-time employees during the preceding calendar year) to report to the IRS information about the health care coverage they have offered and also furnish applicable statements to employees. The purpose is to allow the IRS to enforce the employer responsibility provisions.

Self-funded employers will be responsible for collecting and reporting the information to both the IRS and their employee pursuant to their obligations under both Sections 6055 and 6056s. For the collection, they may use a combined form for their 6055 and 6056 reporting. Entities must file their 6055 and 6056 requirements with the IRS no later than February 28 of the year following coverage (if filing on paper) or March 31 if filing electronically. A statement must be furnished to individuals by January 31 of the year succeeding the calendar year to which the return relates.

- **Support for SBC Draft Documents** – At your request and expense, we'll provide assistance in connection with the preparation of draft Summary of Benefits and Coverage (SBC) documents subject to your direction, review and final approval. If we develop draft SBCs, they will be based on the benefits information you provide. We'll include plan design information in the draft SBC relating to products or services administered under your Agreement with us as well as any additional pharmacy or behavioral health carve out information you or your delegates provide. SBCs are not required for "retiree-only plans" as defined by the Affordable Care Act (ACA) and we won't be supporting generation of SBCs for "retiree-only plans."

Self-Funded Medical Financial Assumptions and Caveats

You are responsible for reviewing and approving any SBCs with your legal counsel. We have no responsibility or liability for the content or distribution of any of your SBCs, regardless of the role we have played in the preparation of the documents. The production of SBCs will not be subject to Service or Performance Guarantees.

The SBC must include statements about whether the plan or coverage provides minimum essential coverage (MEC) and if the coverage meets minimum value (MV) requirements.

Under the ACA, minimum value and minimum essential coverage determinations are your responsibility. We will include the MV and MEC statements in SBCs; however, we won't make the final MV or MEC determinations. We'll review the minimum value standard for the plans based on the minimum value calculator criteria provided by the Department of Health and Human Services (HHS). We'll provide the SBC in editable format so you can update MV and MEC statements within the document to reflect your determination for each plan. We don't provide legal or tax advice, and suggest you consult with your legal and tax consultants when making determinations. We don't have responsibility or liability regarding the MV or MEC evaluation, regardless of the role we may have played in reviewing/producing the SBC documents.

- Health Care Reform Disclosure – We believe this proposal is intended to be compliant with healthcare reform.

Under the federal health care reform legislation, health plans existing prior to the enactment of the Affordable Care Act may be "grandfathered" and not subject to some of the mandated benefits and reform provisions. Changes in your benefit design as well as your contribution strategy may affect grandfathering. You're required to notify us if your contribution rate changes for a grandfathered plan at any point during the plan year.

We assume your plans are non-grandfathered.

Except for specific and limited scenarios described as transitional rules in the health care reform legislation, if a plan's grandfathered status has been lost, it cannot be regained. If, after reviewing the grandfathering rules with your benefit consultant or counsel, you determine that your coverage could be or is grandfathered, and you want to retain grandfathered status, you should contact your Account Executive for further instructions.

- Retiree Only Plan Status Certification – Guidance issued by the Internal Revenue Service (IRS), and the U.S. Department of Labor (DOL), and Department of Health and

Self-Funded Medical Financial Assumptions and Caveats

Human Services (HHS) has indicated that “retiree only” plans are exempt from the benefit mandates under the ACA (Retiree only plans are subject to certain ACA fees and assessments). In order to demonstrate the establishment of a retiree only plan, a plan should maintain, separately from the plan for current (i.e., active) employees, a separate plan document and Summary Plan Description (SPD) and file a separate Form 5500. If you have a retiree only plan, and want to be considered exempt, please submit a retiree only certification form and required documentation to us.

The benefits and fees within this proposal are subject to change pending any required approvals or future guidance from state or federal regulatory agencies. If you have questions, please contact your Account Executive.

We reserve the right to modify products, services, rates and fees, in response to legislation, regulation or requests of government authorities resulting in changes to plan benefits and to recoup any material fees, costs, assessments, or taxes due to changes in the law even if no benefit or plan changes are mandated.

- ACA Taxes and Fees – Notice of Self-Funded Group Health Plan’s Financial Liability – Any taxes or fees (assessments) related to the Affordable Care Act that apply to self-funded benefit plans will be your obligation.

Dental Fee Exhibit - DPPO Only
January 1, 2019 through December 31, 2019, Mature

Based on the package of services selected and enrollment awarded to Aetna, the per employee per month administrative services fees for the Dental PPO plan for th periods 01/01/2019 through 12/31/2019; 01/01/2020 through 12/31/2020 and 01/01/2021 through 12/31/2021 are guaranteed at:

Administrative Fees Per Employee Per Month	DPPO
Assumed Enrollment	830
Total Per Employee Per Month	\$3.72

We would also extend our contract for two additional years (01/01/2022 through 12/31/2022 and 01/01/2023 through 12/31/2023) with 3% increases on these two outlying years.

* Our fees are based on the total number of employees enrolled in Aetna dental products. Only one product (DPPO) is selected.

Included Services / Programs in Above Administrative Fees	DPPO
Implementation & Communications	
* Designated Implementation Manager	Included
* Open Enrollment Marketing Material (non-customized)	Included
* Onsite Open Enrollment Meeting Preparation	Included
* Designated National Account Service Center	Included
* Voice Response	Included
* Claim Processing and Adjudication	Included
* Special Investigations / Zero Tolerance Fraud Unit	Included
Total Health Management	
* Dental Medical Integration	Included
Plan Sponsor Services	
* Experienced Service Team: Executive Sponsor, Account Executive, Account Manager, Account Coordinator	Included
* Plan Sponsor Liaison	Included
* Designated Billing, Eligibility and Plan Set Up	Included
* SPD Review and Drafting	Included
Administrative Services	
* Claim Fiduciary and External Review	Included
Network	
* Network Access / Full National Reciprocity	Included
* iTriage	Included
* DocFind® Online Directory	Included
Web Tools	
* Aetna Navigator [®] - Member Self Service Web Portal	Included
Reporting	
* Quarterly Utilization Reports - Standard Reports	Included
* Quarterly Utilization Reports - Standard Reports with Additional Parameters	Included
* Monthly Financial Claim Detail Reports	Included
* Monthly Banking Reports	Included
* 5 Hours of Ad Hoc Reports, Annual Restoration	Included

General Performance Guarantee Provisions

Aetna Life Insurance Company*, on behalf of itself and its affiliates ("Aetna", "our" or "we") provides health benefits administration and other services (set forth in this document) for the self-funded Medical and Behavioral Health plan(s) operated on behalf of City of Round Rock (also "you" or "your").

Guarantee Period

The guarantees described herein will be effective for the 12-month period from January 1, 2019 through December 31, 2019 (hereinafter "guarantee period").

The performance guarantees below will apply to the following self-funded medical plans serviced under the Administrative Services Only arrangement (through a 'Services Agreement' or 'Master Services Agreement', as the case may be, but each from this point on referred to as "Agreement").

- Aetna Choice POS II (CPII)
- Open Access Aetna Select (OA-AS)

These guarantees do not apply to non-Aetna networks.

If we process runoff claims upon termination of the Agreement, the Turnaround Time, Financial Accuracy, Payment Incidence Accuracy, and/or Total Claim Accuracy performance guarantees will not apply to runoff claims.

Performance Objectives

We believe that measuring the activities described below is an important indicator of how well we service your account. We're confident that the Claim Administration and Member Services provided to you will meet your high standards of performance. To reinforce your confidence in our ability to administer your program, we are offering guarantees in the following areas:

* Aetna is providing this renewal on behalf of itself and [Banner Health and Aetna Health Insurance Company](#), [Texas Health + Aetna Health Insurance Company](#), [Innovation Health Insurance Company](#), [Sutter Health and Aetna Administrative Services, LLC](#), [Allina Health and Aetna Insurance Company](#).

Medical Performance Guarantees

Performance Category	Minimum Standard	Maximum Fees at Risk
Claim Administration		
• Turnaround Time	91.0% of claims processed within 14 calendar days	2.0%
• Financial Accuracy	99.0%	2.0%
• Payment Incidence Accuracy	96.0%	2.0%
Member Services		
• Average Speed of Answer	30 Seconds	2.0%
• Abandonment Rate	2.5%	2.0%
• First Call Resolution	90.0%	2.0%
• Telephone Call Quality	95.0%	1.0%
• E-mail Response Turnaround Time	80.0% within 24 hours and 95.0% within 4 calendar days	1.0%
• E-mail Response Quality Rate	95.0%	1.0%
Total		15.0%

Medical Service Guarantee Maximum

The maximum medical service performance guarantee penalty adjustment will be equal to 14.0 percent of actual collected administrative service fees. Administrative service fees at risk exclude:

- Wellness Allowance
- Charges for services performed which are not included on the monthly administrative service fee bill

Aggregate Guarantee Maximum

In no event will total collected administrative service fees be adjusted by more than 15.0 percent due to the results of this guarantee and all other guarantees combined. "Collected fees" means those fees collected for the guarantee period as of the time of the final reconciliation of the guarantee.

Termination Provisions

Termination of the guarantee obligations shall become effective upon written notice by us in the event of one of the following occurrences:

Medical Performance Guarantees

- i. A material change in the plan initiated by you or by legislative action that impacts the claim adjudication process, member service functions or network management
- ii. Failure to meet your obligations to remit administrative service fees or fund claim payment wires under the Agreement
- iii. Failure to meet your administrative responsibilities (for example, a submission of incorrect or incomplete eligibility information)

These guarantees will not apply if you terminate your Aetna medical plan in whole or in part (defined as a 50 percent or greater membership reduction from the membership we assumed in this renewal) prior to the end of the guarantee period (December 31, 2019).

Refund Process

We will provide you with final results for the performance guarantees when reporting is available after the end of the respective guarantee period. If necessary, we will provide a "lump sum" refund for any penalties we incurred.

Medical Performance Guarantees

Claim Administration

Turnaround Time (TAT)

Guarantee: We guarantee that the claim TAT during the guarantee period will not exceed 14 calendar days for 91.0 percent of the processed claims on a cumulative basis each year.

Definition: We measure TAT from the claimant's viewpoint; that is, from the date the claim is received in the service center to the date that it is processed (paid, denied or pended). TAT excludes those claims identified as rework. Weekends and holidays are included in turnaround time. This guarantee may not apply and a penalty may not be paid, if results are not achieved due to severe weather events which directly or indirectly impact performance during the guarantee period.

Penalty and Measurement Criteria: If the cumulative year TAT exceeds the day guarantee as stated above, we will reduce our compensation by an amount equal to 0.5 percent of the guarantee period administrative service fees for each full day that the TAT exceeds 14 calendar days for 91.0 percent. The maximum reduction will be 2.0 percent of the guarantee period administrative service fees.

If you have more than 3,000 enrolled members, a computer generated TAT report for your specific claims will be provided on a quarterly basis. If you have less than 3,000 enrolled members, results will be reported at the site level.

Financial Accuracy

Guarantee: We guarantee that the financial accuracy will be 99.0 percent or higher.

Definition: Financial accuracy is measured using industry accepted stratified audit methodology. The results are determined by calculating the financial accuracy for a subset of claims (a stratum) and then extrapolating the results based on the size of the population and combining with the extrapolated results of the other strata. Each overpayment and underpayment is considered an error; they do not offset each other. Financial accuracy includes both manual and auto adjudicated claims.

$$\frac{\text{Dollars Paid Correctly}}{\text{Total Dollars Paid}}$$

We then extrapolate the results based on the size of the population and combine them with the extrapolated results of the other strata.

Medical Performance Guarantees

Penalty and Measurement Criteria: We will reduce our compensation by an amount equal to 0.5 percent of the guarantee period administrative service fees for each full 1.0 percent that financial accuracy drops below 99.0 percent. The maximum reduction will be 2.0 percent of the guarantee period administrative service fees.

Our audit results for the unit(s) processing your claims are used. Those results include our performance in processing ALL customers' claims handled by the unit(s) in question during the guarantee period, not just your plan's claims. The results for this guarantee are calculated using industry accepted stratified audit methodologies.

Payment Incidence Accuracy

Guarantee: We guarantee that the payment incidence accuracy will be 96.0 percent or higher.

Definition: Payment incidence accuracy is measured by industry accepted stratified audit methodology. Accuracy in each stratum (a subset of the claim population) is calculated by:

$$\frac{\text{Number of claims paid correctly}}{\text{Total number of claims audited}}$$

We then extrapolate the results based on the size of the population and combine them with the extrapolated results of the other strata.

Penalty and Measurement Criteria: We will reduce our compensation by 0.5 percent of the guarantee period administrative service fees for each full 1.00 percent that payment incidence accuracy drops below 96.0 percent. The maximum reduction will be 2.0 percent of the guarantee period administrative service fees.

Our audit results for the unit(s) processing your claims are used. Those results include our performance in processing ALL customers' claims handled by the unit(s) in question during the Guarantee period, not just your plan's claims. The results for this guarantee are calculated using industry accepted stratified audit methodologies.

Member Services

Average Speed of Answer (ASA)

Guarantee: We guarantee that the ASA for the phone skill(s) providing your customer service will not exceed 30 seconds.

Medical Performance Guarantees

Definition: ASA is the amount of time that elapses between the time a call is received into the telephone system and the time a Customer Service Professional (CSP) responds to the call. The result is calculated as follows:

$$\frac{\text{Sum of all waiting times for all calls answered by the queue}}{\text{Number of incoming calls answered}}$$

ASA measures the average speed of answer for all call answered. Interactive Voice Response (IVR) system calls are not included in the measurement of ASA. In the event there is an outage or when experiencing peak volumes, calls may be transferred to other Aetna call centers. This guarantee may not apply and a penalty may not be paid, if results are not achieved due to severe weather events which directly or indirectly impact performance during the guarantee period.

Penalty and Measurement Criteria: We will reduce our compensation by 0.5 percent of the guarantee period administrative service fees for each full second that the ASA exceeds 30 seconds. The maximum reduction will be 2.0 percent of the guarantee period administrative service fees. The phone skill(s) providing your customer service are used.

Abandonment Rate

Guarantee: We guarantee that the average rate of telephone abandonment for the phone skill(s) providing your customer service will not exceed 2.5 percent.

Definition: The result is calculated as follows:

$$\frac{\text{Total number of calls abandoned}}{\text{Number of calls accepted into the skill}}$$

In the event there is an outage or when experiencing peak volumes, calls may be transferred to other Aetna call centers. This guarantee may not apply and a penalty may not be paid, if results are not achieved due to severe weather events which directly or indirectly impact performance during the guarantee period.

Penalty and Measurement Criteria: We will reduce our compensation by 0.5 percent of the guarantee period administrative service fees for each 1.0 percent that the average abandonment rate exceeds 2.5 percent. The maximum reduction will be 2.0 percent of the guarantee period administrative service fees. The phone skill(s) providing your customer service are used.

Medical Performance Guarantees

First Call Resolution Rate

Guarantee: We guarantee that the first call resolution rate will be 90.0 percent or higher.

Definition: We will share the first call resolution results with you annually from the accountable unit or the business segment level that services you. We define the first call resolution rate as the percentage of member calls resolved on the first call as reported by the member utilizing the Aetna member survey process in effect at the time of the member's call.

Penalty and Measurement Criteria: We will reduce our compensation by 0.5 percent of the guarantee period administrative service fees for each 1.0 percent that the first call resolution rate falls below 90.0 percent. The maximum reduction will be 2.0 percent of the guarantee period administrative service fees. Results of the Aetna member survey process in effect at the time of the member's call.

Telephone Call Quality

Guarantee: We guarantee that the telephone quality rate will be 95.0 percent or higher.

Definition: We monitor silently or randomly record selected calls to determine if the customer service professional handled the inquiry promptly, courteously, and accurately. This monitoring is used to audit and review the effectiveness and responsiveness of our customer service professionals based on a random sample of their work.

Penalty and Measurement Criteria: We will reduce our compensation by 0.5 percent of the guarantee period administrative service fees for every 1.0 percent that telephone call quality drops below 95.0 percent. The maximum reduction will be 1.0 percent of the guarantee period administrative service fees. Our records are used to determine if the terms of the guarantee have been met.

E-Mail Response Turnaround Time

Guarantee: We guarantee we will respond to 80.0 percent of all Internet inquiry e-mails within 24 hours and 95.0 percent within 4 calendar days.

Definition: We measure e-mail turnaround time from the time the e-mail is received in the service center to the time that the inquiry is responded to.

Penalty and Measurement Criteria: We will reduce our compensation by 0.5 percent for each full percentage point that the cumulative e-mail response rate falls below 80.0 percent

Medical Performance Guarantees

of e-mails responded to within 24 hours and 95.0 percent within 4 calendar days. The maximum reduction will be 1.0 percent of the guarantee period administrative service fees. Results will be measured at the Internet Team Level.

E-Mail Response Quality Rate

Guarantees: We guarantee that the e-mail response quality rate will be 95.0 percent or higher.

Definition: The responses must meet our quality standards as determined by NCO quality analysts. It is based on a random sample from finalized e-mail exchanges between us and members/providers.

Penalty and Measurement Criteria: We will reduce our compensation by 0.5 percent for each full 0.5 percent that the quality rate drops below 95.0 per cent. The maximum reduction will be 1.0 percent of the guarantee period administrative service fees. Our records are used to determine if the terms of the guarantee have been met.



City of Round Rock

Agenda Item Summary

Agenda Number: G.10

Title: Consider a resolution authorizing the Mayor to execute a Contract with Corrosion Eliminators, LLC for the Clearwell 2 Ground Storage Tank Rehab 2019 Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/20/2018

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$501,480.00

Indexes: Self-Financed Water Construction

Attachments: Resolution, Bid Tab, Recommendation Letter, Form 1295, Map

Department: Utilities and Environmental Services

Text of Legislative File 2018-6105

Clearwell No. 2 was constructed in 1986 and is one of the two steel ground storage tanks located at the Water Treatment Plant (WTP) used for chlorine contact time and storage. The tank was last coated in 2003 and is the next water storage tank to be rehabilitated (blasted and recoated on the interior and exterior) as part of the 2015 Water Tank Assessment Project conducted by HOT Inspection Services, Inc.

On October 25th, the City received nine bids from contractors ranging from \$501,480 to \$1,179,000 with the average bid amount being \$783,190.56. Corrosion Eliminators, LLC submitted the lowest bid and the utility staff verified references of projects they completed within the last three years. The Utility Staff recommends the City to enter a contract with Corrosion Eliminators, LLC for \$501,480.

Cost: \$501,480

Source of Funds: Self-Financed Water Construction

RESOLUTION NO. R-2018-6105

WHEREAS, the City of Round Rock has duly advertised for bids for the Clearwell No. 2 Ground Storage Tank Rehab 2019 Project; and

WHEREAS, Corrosion Eliminators, LLC has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Corrosion Eliminators, LLC, Now
Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract with Corrosion Eliminators, LLC for the Clearwell No. 2 Ground Storage Tank Rehab 2019 Project.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 20th day of November, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



THE CITY OF ROUND ROCK
Utilities & Environmental Services
 2008 Enterprise Drive
 Round Rock, Texas 78664

BIDS EXTENDED AND CHECKED

BY : JLR
DATE : 10/25/2018

BID TABULATION

SHEET: 1 of 3

CONTRACT : Clearwell 2 GST Rehabilitation 2019				Corrosion Eliminators, LLC		Southern Road & Bridge, LLC		D&M Tank, LLC		CFG Industries, LLC	
LOCATION : 2008 Enterprise Drive				Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes	
DATE: 10/252018				Addendum(s) Yes		Addendum(s) Yes		Addendum(s) Yes		Addendum(s) Yes	
				Bid Bond? No		Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes	
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Furnish - Exterior Rehabilitation	1	LS	\$154,300.00	\$154,300.00	\$270,000.00	\$270,000.00	\$260,000.00	\$260,000.00	\$195,055.00	\$195,055.00
2	Furnish - Interior Rehabilitation	1	LS	\$246,700.00	\$246,700.00	\$280,000.00	\$280,000.00	\$330,000.00	\$330,000.00	\$415,000.00	\$415,000.00
3	Furnish - Dehumidify	1	LS	\$20,500.00	\$20,500.00	\$20,000.00	\$20,000.00	\$57,500.00	\$57,500.00	\$26,000.00	\$26,000.00
4	Furnish - Install roof access hatch	1	LS	\$625.00	\$625.00	\$2,850.00	\$2,850.00	\$3,420.00	\$3,420.00	\$6,500.00	\$6,500.00
5	Furnish - Install I-Beam rafters	20	EA	\$1,050.00	\$21,000.00	\$1,350.00	\$27,000.00	\$1,380.00	\$27,600.00	\$1,400.00	\$28,000.00
6	Furnish - Replace knuckle support	35	EA	\$245.00	\$8,575.00	\$200.00	\$7,000.00	\$180.00	\$6,300.00	\$400.00	\$14,000.00
7	Furnish - Install roof vents	2	EA	\$4,215.00	\$8,430.00	\$5,000.00	\$10,000.00	\$4,980.00	\$9,960.00	\$6,500.00	\$13,000.00
8	Furnish - Install steel plate	300	S.F.	\$98.00	\$29,400.00	\$65.00	\$19,500.00	\$60.00	\$18,000.00	\$50.00	\$15,000.00
9	Furnish - Perform caulking to seams	100	TUBE	\$8.00	\$800.00	\$30.00	\$3,000.00	\$35.00	\$3,500.00	\$50.00	\$5,000.00
10	Furnish - Perform welding repairs	100	M.H.	\$95.00	\$9,500.00	\$160.00	\$16,000.00	\$162.00	\$16,200.00	\$150.00	\$15,000.00
11	Furnish - Install exterior ladder	1	L.S.	\$1,650.00	\$1,650.00	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$7,500.00	\$7,500.00
TOTAL:				\$501,480.00		\$660,350.00		\$737,980.00		\$740,055.00	

* Red text indicates corrections upon bid tabulation

THE CITY OF ROUND ROCK
Utilities & Environmental Services
 2008 Enterprise Drive
 Round Rock, Texas 78664

BIDS EXTENDED AND CHECKED

BY : JLR
 DATE : 10/25/2018

BID TABULATION

SHEET: 2 of 3

CONTRACT : Clearwell 2 GST Rehabilitation 2019				Nova Paintings, LLC		N.G. Paintings, L.P.		Champion Tank Services, LLC		Utility Service Co, Inc.	
LOCATION : 2008 Enterprise Drive											
DATE: 10/252018				Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes	
				Addendum(s) Yes		Addendum(s) Yes		Addendum(s) Yes		Addendum(s) Yes	
				Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes	
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Furnish - Containment	1	LS	\$218,000.00	\$218,000.00	\$260,000.00	\$260,000.00	\$275,000.00	\$275,000.00	\$207,400.00	\$207,400.00
2	Furnish - Spot blast	1	LS	\$434,000.00	\$434,000.00	\$420,000.00	\$420,000.00	\$400,000.00	\$400,000.00	\$412,600.00	\$412,600.00
3	Furnish - Dehumidify	1	LS	\$30,000.00	\$30,000.00	\$35,000.00	\$35,000.00	\$40,000.00	\$40,000.00	\$111,500.00	\$111,500.00
4	Furnish - Install roof access hatch	1	LS	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$5,500.00	\$5,500.00	\$7,300.00	\$7,300.00
5	Furnish - Install I-Beam rafters	20	EA	\$900.00	\$18,000.00	\$1,000.00	\$20,000.00	\$1,500.00	\$30,000.00	\$1,100.00	\$22,000.00
6	Furnish - Replace knuckle support	35	EA	\$220.00	\$7,700.00	\$350.00	\$12,250.00	\$200.00	\$7,000.00	\$243.00	\$8,505.00
7	Furnish - Install roof vents	2	EA	\$7,000.00	\$14,000.00	\$6,000.00	\$12,000.00	\$4,500.00	\$9,000.00	\$8,850.00	\$17,700.00
8	Furnish - Install steel plate	300	S.F.	\$32.00	\$9,600.00	\$40.00	\$12,000.00	\$75.00	\$22,500.00	\$104.00	\$31,200.00
9	Furnish - Perform caulking to seams	100	TUBE	\$60.00	\$6,000.00	\$40.00	\$4,000.00	\$50.00	\$5,000.00	\$97.00	\$9,700.00
10	Furnish - Perform welding repairs	100	M.H.	\$125.00	\$12,500.00	\$100.00	\$10,000.00	\$120.00	\$12,000.00	\$152.00	\$15,200.00
11	Furnish - Install exterior ladder	1	L.S.	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$3,695.00	\$3,695.00
TOTAL:				\$759,800.00		\$795,250.00		\$810,000.00		\$846,800.00	

* Red text indicates corrections upon bid tabulation

THE CITY OF ROUND ROCK
Utilities & Environmental Services
 2008 Enterprise Drive
 Round Rock, Texas 78664

BIDS EXTENDED AND CHECKED

BY : JLR
 DATE : 10/25/2018

BID TABULATION

SHEET: 3 of 3

CONTRACT : Clearwell 2 GST Rehabilitation 2019				E.J. Chris Contracting, Inc.							
LOCATION : 2008 Enterprise Drive											
DATE: 10/252018				Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes	
				Addendum(s) Yes		Addendum(s)?		Addendum(s)?		Addendum(s)?	
				Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes	
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Furnish - Containment	1	LS	\$340,000.00	\$340,000.00		\$0.00		\$0.00		\$0.00
2	Furnish - Spot blast	1	LS	\$550,000.00	\$550,000.00		\$0.00		\$0.00		\$0.00
3	Furnish - Dehumidify	1	LS	\$110,000.00	\$110,000.00		\$0.00		\$0.00		\$0.00
4	Furnish - Install roof access hatch	1	LS	\$25,000.00	\$25,000.00		\$0.00		\$0.00		\$0.00
5	Furnish - Install I-Beam rafters	20	EA	\$2,000.00	\$40,000.00		\$0.00		\$0.00		\$0.00
6	Furnish - Replace knuckle support	35	EA	\$400.00	\$14,000.00		\$0.00		\$0.00		\$0.00
7	Furnish - Install roof vents	2	EA	\$7,500.00	\$15,000.00		\$0.00		\$0.00		\$0.00
8	Furnish - Install steel plate	300	S.F.	\$100.00	\$30,000.00		\$0.00		\$0.00		\$0.00
9	Furnish - Perform caulking to seams	100	TUBE	\$150.00	\$15,000.00		\$0.00		\$0.00		\$0.00
10	Furnish - Perform welding repairs	100	M.H.	\$300.00	\$30,000.00		\$0.00		\$0.00		\$0.00
11	Furnish - Install exterior ladder	1	L.S.	\$10,000.00	\$10,000.00		\$0.00		\$0.00		\$0.00
TOTAL:				\$1,179,000.00		\$0.00		\$0.00		\$0.00	

* Red text indicates corrections upon bid tabulation



Mayor
Craig Morgan

Mayor Pro-Tem
Writ Baese

Councilmembers
Tammy Young
Rene Flores
Matthew Baker
Will Peckham
Hilda Montgomery

City Manager
Laurie Hadley

City Attorney
Stephan L. Sheets

November 1, 2018

Michael Thane, P.E.
2008 Enterprise Drive
Round Rock, TX 78664

**RE: Clearwell No. 2 GST Rehab 2019
Engineer's Recommendation for Bid Award**

Mr. Thane:

On October 25, 2018 at 2:00pm, nine (9) proposals were received for the above referenced project which was bid as a low bid project. A summary of the bids is shown below.

Bidder	Amount
Corrosion Eliminators, LLC	\$ 501,480
Southern Road & Bridge, LLC	\$ 660,350
D&M Tank, LLC	\$ 737,980
CFG Industries, LLC	\$ 740,055
Nova Paintings, LLC	\$ 759,800
N.G. Paintings, LP	\$ 795,250
Champion Tank Services, LLC	\$ 810,000
Utility Services Co, Inc.	\$ 846,800
E.J. Chris Contracting, Inc.	\$ 1,179,000

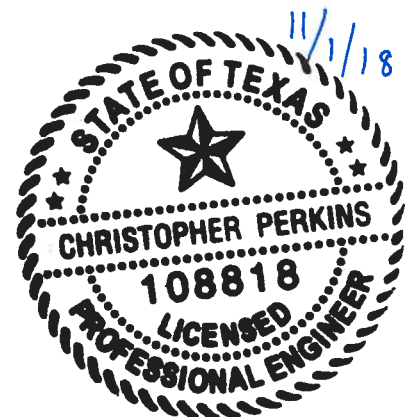
Based on this, we recommend award of the bid to Corrosion Eliminators, LLC in the amount of \$501,480.00.

Sincerely,

Christopher Perkins, P.E.
Senior Utility Engineer - City of Round Rock

Attachment

cc: Jeff Bell, Project Manager
John Konzen, HOT Services, Inc.
Corrosion Eliminators, LLC



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Corrosion Eliminators, LLC
Mineral Wells, TX United States

Certificate Number:
2018-421678

Date Filed:
11/02/2018

Date Acknowledged:

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

City of Round Rock

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

000000
Rehabilitation of Clearwell GST 2

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



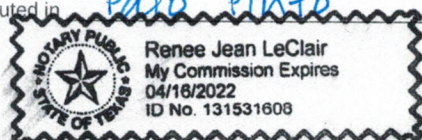
6 UNSWORN DECLARATION

My name is Renee LeClair, and my date of birth is 5/17/1966.

My address is 4524 Hitching Post Ln, Plano, TX, 75024, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Dalo Pinto County, State of Texas, on the 2nd day of Nov., 20 18.
(month) (year)



[Signature]
Signature of authorized agent of contracting business entity
(Declarant)



Clearwell No. 2
GST Rehab

Date: 9/26/2018



CLEARWELL No. 2 GST REHAB 2018



City of Round Rock

Agenda Item Summary

Agenda Number: G.11

Title: Consider a resolution authorizing the Mayor to execute a Contract with Austin Engineering Company, Inc. for the Lisa Rae Drive Improvements Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/20/2018

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$386,539.00

Indexes: General Self-Financed Construction

Attachments: Resolution, Bid Tab, Recommendation Letter, Form 1295, Map

Department: Utilities and Environmental Services

Text of Legislative File 2018-6106

In 1984, Lisa Rae Drive, Joyce Lane, and Ray Berglund were involuntary annexed into the City of Round Rock. In the early 2000's, bonds were passed to perform improvements on these three streets, but during construction funding ran short and only Joyce Lane and Ray Berglund were constructed. Per the annexation agreement, Lisa Rae Drive remained a private drive.

In October 2012, residents along Lisa Rae Drive approached the City concerning maintenance to Lisa Rae Drive. Residents asked the City if a maintenance agreement could be entered into in order to construct a new street similar to Ray Berglund and Joyce Lane. The City determined that the construction of a new street could only be possible if all property owners donated the required Right-of-Way (ROW) needed to construct Lisa Rae Drive. After several discussions with the six residents along Lisa Rae Drive, they have all agreed to donate the required 25-feet of property for the necessary ROW. On May 11, 2018, the City executed the documents needed to acquire the donated ROW necessary to construct Lisa Rae Drive.

The Lisa Rae Street Improvements project will consist of approximately 700 linear feet of new 20-foot wide asphalt pavement with ribbon curb; approximately 500 linear feet of new 8-inch water line; and approximately 1,000 linear feet of new 8-inch wastewater line.

In June 2016, Halff and Associates performed the preliminary engineering design for the proposed street, water, and wastewater infrastructure. In May 2018, Halff and Associates were selected for final design and construction phase services needed to construct the

improvements to Lisa Rae Drive. On October 31, 2018, ten bids were submitted and the lowest bid in the amount of \$386,539 was submitted by Austin Engineering Company, Inc.

Cost: \$386,539.00

Source of Funds: General Self-Financed Construction

RESOLUTION NO. R-2018-6106

WHEREAS, the City of Round Rock has duly advertised for bids for the Lisa Rae Drive Improvements Project; and

WHEREAS, Austin Engineering Company, Inc. has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Austin Engineering Company, Inc.,

Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract with Austin Engineering Company, Inc. for the Lisa Rae Drive Improvements Project.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 20th day of November, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	ENGINEER'S ESTIMATE		AUSTIN ENGINEERING CO., INC.		SMITH CONTRACTING CO., INC.		JBS UNDERGROUND, LLC		CHASCO CONSTRUCTORS		PATIN CONSTRUCTION, LLC	
					UNIT COST	LINE ITEM SUBTOTAL	UNIT COST	LINE ITEM SUBTOTAL	UNIT COST	LINE ITEM SUBTOTAL	UNIT COST	LINE ITEM SUBTOTAL	UNIT COST	LINE ITEM SUBTOTAL	UNIT COST	LINE ITEM SUBTOTAL
1	101	PREPARING RIGHT OF WAY	7	STA	\$3,300.00	\$23,100.00	\$1,000.00	\$7,000.00	\$3,000.00	\$21,000.00	\$833.46	\$5,834.22	\$5,100.00	\$35,700.00	\$3,000.00	\$21,000.00
2	104	REMOVE P.C. CONCRETE SIDEWALK & DRIVEWAYS	2,124	SF	\$3.00	\$6,372.00	\$2.00	\$4,248.00	\$3.75	\$7,965.00	\$3.00	\$6,378.37	\$3.00	\$6,372.00	\$7.00	\$14,868.00
3	104	REMOVE P.C. CONCRETE CURB	7	LF	\$18.00	\$126.00	\$4.00	\$28.00	\$20.00	\$140.00	\$91.99	\$643.92	\$20.00	\$140.00	\$15.00	\$105.00
4	110	STREET EXCAVATION	1,532	CY	\$12.00	\$18,384.00	\$30.00	\$45,960.00	\$25.00	\$38,300.00	\$32.18	\$49,292.10	\$28.00	\$42,896.00	\$37.00	\$56,684.00
5	132	EMBANKMENT	10	CY	\$28.00	\$280.00	\$20.00	\$200.00	\$50.00	\$500.00	\$291.71	\$2,917.11	\$50.00	\$500.00	\$25.00	\$250.00
6	201	MOISTURE CONDITIONED SUB-GRADE	2,387	SY	\$4.00	\$9,548.00	\$3.00	\$7,161.00	\$7.00	\$16,709.00	\$3.67	\$8,750.74	\$3.00	\$7,161.00	\$15.00	\$35,805.00
7	210	FLEXIBLE BASE	664	CY	\$65.00	\$43,160.00	\$70.00	\$46,480.00	\$50.00	\$33,200.00	\$53.84	\$35,747.77	\$46.00	\$30,544.00	\$70.00	\$46,480.00
8	306	PRIME COATS	540	GAL	\$3.00	\$1,620.00	\$5.00	\$2,700.00	\$5.00	\$2,700.00	\$5.75	\$3,105.00	\$5.00	\$2,700.00	\$5.00	\$2,700.00
9	340	HOT MIX ASPHALTIC CONCRETE PAVEMENT	297	TON	\$100.00	\$29,700.00	\$105.00	\$31,185.00	\$120.00	\$35,640.00	\$132.25	\$39,278.25	\$100.00	\$29,700.00	\$115.00	\$34,155.00
10	430	P.C. CONCRETE CURB & GUTTER	58	LF	\$20.00	\$1,160.00	\$30.00	\$1,740.00	\$30.00	\$1,740.00	\$67.91	\$3,938.72	\$20.00	\$1,160.00	\$12.00	\$696.00
11	430	P.C. RIBBON CURB	1,502	LF	\$16.00	\$24,032.00	\$20.00	\$30,040.00	\$15.00	\$22,530.00	\$5.94	\$8,923.38	\$14.00	\$21,028.00	\$12.00	\$18,024.00
12	432	P.C. CONCRETE SIDEWALKS	7	SY	\$49.00	\$343.00	\$170.00	\$1,190.00	\$100.00	\$700.00	\$520.79	\$3,645.50	\$100.00	\$700.00	\$60.00	\$420.00
13	433	P.C. CONCRETE DRIVEWAY	398	SY	\$70.00	\$27,860.00	\$72.00	\$28,656.00	\$76.00	\$30,248.00	\$25.12	\$9,999.35	\$78.00	\$31,044.00	\$75.00	\$29,850.00
14	506	NEW MANHOLE CONSTRUCTION, 4FT DIA.	3	EA	\$6,700.00	\$20,100.00	\$4,500.00	\$13,500.00	\$5,600.00	\$16,800.00	\$10,650.22	\$31,950.67	\$7,000.00	\$21,000.00	\$5,000.00	\$15,000.00
15	506	MAJOR MANHOLE ADJUSTMENT, 4 FT DIA.	1	EA	\$4,800.00	\$4,800.00	\$600.00	\$600.00	\$2,500.00	\$2,500.00	\$6,203.27	\$6,203.27	\$13,100.00	\$13,100.00	\$2,500.00	\$2,500.00
16	509	TRENCH SAFETY SYSTEMS (ALL DEPTHS)	1,479	LF	\$2.65	\$3,919.35	\$1.00	\$1,479.00	\$1.00	\$1,479.00	\$2.00	\$2,958.00	\$2.00	\$2,958.00	\$2.00	\$2,958.00
17	510	PIPE, 6" DIA. PVC, ASTM 3034 SDR-26 (ALL DEPTHS) INC. EXCAV.& BACKFILL (WW)	15	LF	\$50.00	\$750.00	\$70.00	\$1,050.00	\$105.00	\$1,575.00	\$208.59	\$3,128.87	\$70.00	\$1,050.00	\$70.00	\$1,050.00
18	510	PIPE, 6" DIA. CLASS 350 D.I.P. (ALL DEPTHS) INC. EXCAV.& BACKFILL (WATER)	10	LF	\$55.00	\$550.00	\$80.00	\$800.00	\$138.00	\$1,380.00	\$338.54	\$3,385.38	\$100.00	\$1,000.00	\$60.00	\$600.00
19	510	PIPE, 8" DIA. PVC, ASTM 3034 SDR-26 (ALL DEPTHS) INC. EXCAV.& BACKFILL (WW)	1,006	LF	\$57.00	\$57,342.00	\$75.00	\$75,450.00	\$60.00	\$60,360.00	\$76.57	\$77,028.41	\$70.00	\$70,420.00	\$80.00	\$80,480.00
20	510	PIPE, 8" DIA. PVC, AWWA C-900 DR-14 (ALL DEPTHS) INC. EXCAV.& BACKFILL (WATER)	448	LF	\$48.00	\$21,504.00	\$60.00	\$26,880.00	\$50.00	\$22,400.00	\$57.81	\$25,896.64	\$50.00	\$22,400.00	\$60.00	\$26,880.00
21	510	INSTALL LATERAL SERVICE TO REPLACED PIPE (1" DIA. SINGLE SERVICE) (8" DIA. PVC PIPE)	2	EA	\$3,500.00	\$7,000.00	\$1,300.00	\$2,600.00	\$1,600.00	\$3,200.00	\$4,923.19	\$9,846.38	\$3,300.00	\$6,600.00	\$1,300.00	\$2,600.00
22	510	INSTALL LATERAL SERVICE TO REPLACED PIPE (1.5" DIA. DUAL SERVICE) (8" DIA. PVC PIPE)	2	EA	\$3,800.00	\$7,600.00	\$1,400.00	\$2,800.00	\$1,800.00	\$3,600.00	\$5,097.43	\$10,194.86	\$2,500.00	\$5,000.00	\$1,500.00	\$3,000.00
23	510	INSTALL LATERAL SERVICE TO REPLACED PIPE (6" DIA. SINGLE SERVICE) (8" DIA. PVC PIPE) (WW)	7	EA	\$2,800.00	\$19,600.00	\$1,100.00	\$7,700.00	\$2,000.00	\$14,000.00	\$3,285.30	\$22,997.07	\$1,900.00	\$13,300.00	\$1,500.00	\$10,500.00
24	510	PRESSURE TAP, FULL BODIED SS SLEEVE (8"x8") INC. 8 GATE VALVE	1	EA	\$4,700.00	\$4,700.00	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00	\$3,290.39	\$3,290.39	\$7,000.00	\$7,000.00	\$7,500.00	\$7,500.00
25	510	DUCTILE IRON FITTINGS	0.1	TON	\$14,500.00	\$1,450.00	\$10,000.00	\$100.00	\$9,000.00	\$900.00	\$40,448.30	\$4,044.83	\$9,000.00	\$900.00	\$10,000.00	\$1,000.00
26	511	VALVES, RESILIENT SEAT GATE, 6" DIA.	2	EA	\$1,800.00	\$3,600.00	\$1,600.00	\$3,200.00	\$1,400.00	\$2,800.00	\$1,019.02	\$2,038.04	\$1,500.00	\$3,000.00	\$2,500.00	\$5,000.00
27	511	FIRE HYDRANTS	2	EA	\$4,200.00	\$8,400.00	\$3,500.00	\$7,000.00	\$3,900.00	\$7,800.00	\$5,342.46	\$10,684.91	\$4,000.00	\$8,000.00	\$4,000.00	\$8,000.00
28	609	TOPSOIL (4") & SEEDBED PREP.	1,650	SY	\$1.75	\$2,887.50	\$1.00	\$1,650.00	\$6.00	\$9,900.00	\$5.53	\$9,127.80	\$3.50	\$5,775.00	\$4.00	\$6,600.00
29	609	NATIVE GRASSLAND SEEDING & PLANTING	1,650	SY	\$1.50	\$2,475.00	\$1.00	\$1,650.00	\$5.00	\$8,250.00	\$0.95	\$1,567.50	\$5.50	\$9,075.00	\$0.50	\$825.00
30	610	PROTECTIVE FENCING TYPE C OTHER MATERIAL	75	LF	\$12.00	\$900.00	\$3.00	\$225.00	\$2.75	\$206.25	\$7.76	\$582.00	\$5.00	\$375.00	\$5.00	\$375.00
31	628	FILTER CURB INLET PROTECTION (EXIST. INLET)	2	EA	\$750.00	\$1,500.00	\$100.00	\$200.00	\$100.00	\$200.00	\$266.20	\$532.40	\$100.00	\$200.00	\$100.00	\$200.00
32	641	STABILIZED CONSTRUCTION ENTRANCE	1	EA	\$1,800.00	\$1,800.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$1,929.95	\$1,929.95	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00
33	642	SILT FENCE FOR EROSION CONTROL	964	LF	\$2.65	\$2,554.60	\$3.00	\$2,892.00	\$3.00	\$2,892.00	\$2.49	\$2,404.22	\$3.00	\$2,892.00	\$2.50	\$2,410.00
34	700	TOTAL MOBILIZATION	1	LS	\$47,500.00	\$47,500.00	\$14,000.00	\$14,000.00	\$20,000.00	\$20,000.00	\$22,500.00	\$22,500.00	\$36,000.00	\$36,000.00	\$24,000.00	\$24,000.00
35	702	REMOVE & RELOCATE EXIST. 4 FT FENCE	365	LF	\$24.00	\$8,760.00	\$15.00	\$5,475.00	\$22.50	\$8,212.50	\$15.98	\$5,834.16	\$25.00	\$9,125.00	\$25.00	\$9,125.00
36	803	BARRICADES, SIGNS AND TRAFFIC HANDLING	5	MO	\$8,400.00	\$42,000.00	\$250.00	\$1,250.00	\$1,000.00	\$5,000.00	\$2,178.00	\$10,890.00	\$500.00	\$2,500.00	\$2,500.00	\$12,500.00
37	824	TRAFFIC SIGNS	3	EA	\$1,500.00	\$4,500.00	\$350.00	\$1,050.00	\$500.00	\$1,500.00	\$473.21	\$1,419.63	\$385.00	\$1,155.00	\$330.00	\$990.00
		TOTAL COST OF BASE BID (CORRECTED)			\$461,877.45		\$385,639.00		\$413,826.75		\$448,889.83		\$454,970.00		\$486,630.00	
		COST OF BASE BID SUBMITTED					\$386,539.00		\$413,826.75		\$448,890.85		\$454,970.00		\$486,630.00	
		DIFFERENCE FROM ERROR					(\$900.00)		\$0.00		(\$1.02)		\$0.00		\$0.00	
		BIDDER'S STATEMENT OF QUALIFICATION					YES		YES		YES		YES		YES	
		BID BOND					YES		YES		YES		YES		YES	

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	PROTA CONSTRUCTION INC.		UNDERGROUND WATER SOLUTIONS CO.		DeNUCCI CONSTRUCTORS, LLC		THYSSEN LAUGHLIN, INC.		AARON CONCRETE CONTRACTORS, LP	
					UNIT COST	LINE ITEM SUBTOTAL	UNIT COST	LINE ITEM SUBTOTAL	UNIT COST	LINE ITEM SUBTOTAL	UNIT COST	LINE ITEM SUBTOTAL	UNIT COST	LINE ITEM SUBTOTAL
1	101	PREPARING RIGHT OF WAY	7	STA	\$532.00	\$3,724.00	\$1,600.00	\$11,200.00	\$3,500.00	\$24,500.00	\$1,420.56	\$9,943.92	\$9,000.00	\$63,000.00
2	104	REMOVE P.C. CONCRETE SIDEWALK & DRIVEWAYS	2,124	SF	\$6.00	\$12,744.00	\$1.25	\$2,655.00	\$5.00	\$10,620.00	\$10.00	\$21,240.00	\$1.50	\$3,186.00
3	104	REMOVE P.C. CONCRETE CURB	7	LF	\$34.00	\$238.00	\$60.00	\$420.00	\$20.00	\$140.00	\$1,609.71	\$11,267.97	\$24.00	\$168.00
4	110	STREET EXCAVATION	1,532	CY	\$36.00	\$55,152.00	\$35.00	\$53,620.00	\$15.00	\$22,980.00	\$10.00	\$15,320.00	\$45.00	\$68,940.00
5	132	EMBANKMENT	10	CY	\$101.00	\$1,010.00	\$258.00	\$2,580.00	\$40.00	\$400.00	\$963.20	\$9,632.00	\$165.00	\$1,650.00
6	201	MOISTURE CONDITIONED SUB-GRADE	2,387	SY	\$8.00	\$19,096.00	\$9.00	\$21,483.00	\$5.00	\$11,935.00	\$13.50	\$32,224.50	\$3.00	\$7,161.00
7	210	FLEXIBLE BASE	664	CY	\$30.00	\$19,920.00	\$42.00	\$27,888.00	\$105.00	\$69,720.00	\$13.17	\$8,744.88	\$61.00	\$40,504.00
8	306	PRIME COATS	540	GAL	\$6.00	\$3,240.00	\$10.00	\$5,400.00	\$7.00	\$3,780.00	\$7.36	\$3,974.40	\$5.00	\$2,700.00
9	340	HOT MIX ASPHALTIC CONCRETE PAVEMENT	297	TON	\$143.00	\$42,471.00	\$120.00	\$35,640.00	\$138.00	\$40,986.00	\$130.74	\$38,829.78	\$133.00	\$39,501.00
10	430	P.C. CONCRETE CURB & GUTTER	58	LF	\$43.00	\$2,494.00	\$63.00	\$3,654.00	\$22.00	\$1,276.00	\$95.00	\$5,510.00	\$38.00	\$2,204.00
11	430	P.C. RIBBON CURB	1,502	LF	\$12.00	\$18,024.00	\$15.00	\$22,530.00	\$22.00	\$33,044.00	\$28.00	\$42,056.00	\$18.00	\$27,036.00
12	432	P.C. CONCRETE SIDEWALKS	7	SY	\$189.00	\$1,323.00	\$450.00	\$3,150.00	\$100.00	\$700.00	\$120.00	\$840.00	\$200.00	\$1,400.00
13	433	P.C. CONCRETE DRIVEWAY	398	SY	\$91.00	\$36,218.00	\$70.00	\$27,860.00	\$75.00	\$29,850.00	\$117.00	\$46,566.00	\$132.00	\$52,536.00
14	506	NEW MANHOLE CONSTRUCTION, 4FT DIA.	3	EA	\$12,830.00	\$38,490.00	\$6,000.00	\$18,000.00	\$5,000.00	\$15,000.00	\$3,200.00	\$9,600.00	\$4,660.00	\$13,980.00
15	506	MAJOR MANHOLE ADJUSTMENT, 4 FT DIA.	1	EA	\$1,385.00	\$1,385.00	\$3,100.00	\$3,100.00	\$1,500.00	\$1,500.00	\$2,168.00	\$2,168.00	\$2,450.00	\$2,450.00
16	509	TRENCH SAFETY SYSTEMS (ALL DEPTHS)	1,479	LF	\$3.00	\$4,437.00	\$4.00	\$5,916.00	\$3.00	\$4,437.00	\$18.00	\$26,622.00	\$3.00	\$4,437.00
17	510	PIPE, 6" DIA. PVC, ASTM 3034 SDR-26 (ALL DEPTHS) INC. EXCAV.& BACKFILL (WW)	15	LF	\$52.00	\$780.00	\$230.00	\$3,450.00	\$65.00	\$975.00	\$386.00	\$5,790.00	\$95.00	\$1,425.00
18	510	PIPE, 6" DIA. CLASS 350 D.I.P. (ALL DEPTHS) INC. EXCAV.& BACKFILL (WATER)	10	LF	\$50.00	\$500.00	\$230.00	\$2,300.00	\$105.00	\$1,050.00	\$386.00	\$3,860.00	\$115.00	\$1,150.00
19	510	PIPE, 8" DIA. PVC, ASTM 3034 SDR-26 (ALL DEPTHS) INC. EXCAV.& BACKFILL (WW)	1,006	LF	\$77.00	\$77,462.00	\$79.00	\$79,474.00	\$55.00	\$55,330.00	\$100.00	\$100,600.00	\$103.00	\$103,618.00
20	510	PIPE, 8" DIA. PVC, AWWA C-900 DR-14 (ALL DEPTHS) INC. EXCAV.& BACKFILL (WATER)	448	LF	\$88.00	\$39,424.00	\$85.00	\$38,080.00	\$85.00	\$38,080.00	\$99.00	\$44,352.00	\$104.00	\$46,592.00
21	510	INSTALL LATERAL SERVICE TO REPLACED PIPE (1" DIA. SINGLE SERVICE) (8" DIA. PVC PIPE)	2	EA	\$887.00	\$1,774.00	\$3,200.00	\$6,400.00	\$8,000.00	\$16,000.00	\$3,500.00	\$7,000.00	\$2,700.00	\$5,400.00
22	510	INSTALL LATERAL SERVICE TO REPLACED PIPE (1.5" DIA. DUAL SERVICE) (8" DIA. PVC PIPE)	2	EA	\$1,625.00	\$3,250.00	\$3,400.00	\$6,800.00	\$9,500.00	\$19,000.00	\$3,500.00	\$7,000.00	\$3,600.00	\$7,200.00
23	510	INSTALL LATERAL SERVICE TO REPLACED PIPE (6" DIA. SINGLE SERVICE) (8" DIA. PVC PIPE) (WW)	7	EA	\$1,064.00	\$7,448.00	\$3,600.00	\$25,200.00	\$9,500.00	\$66,500.00	\$2,968.00	\$20,776.00	\$2,000.00	\$14,000.00
24	510	PRESSURE TAP, FULL BODIED SS SLEEVE (8"x8") INC. 8 GATE VALVE	1	EA	\$3,940.00	\$3,940.00	\$7,800.00	\$7,800.00	\$3,500.00	\$3,500.00	\$3,155.46	\$3,155.46	\$7,400.00	\$7,400.00
25	510	DUCTILE IRON FITTINGS	0.1	TON	\$27,310.00	\$2,731.00	\$33,200.00	\$3,320.00	\$15,000.00	\$1,500.00	\$2,000.00	\$200.00	\$60,000.00	\$6,000.00
26	511	VALVES, RESILIENT SEAT GATE, 6" DIA.	2	EA	\$942.00	\$1,884.00	\$1,100.00	\$2,200.00	\$1,800.00	\$3,600.00	\$1,560.00	\$3,120.00	\$2,100.00	\$4,200.00
27	511	FIRE HYDRANTS	2	EA	\$4,013.00	\$8,026.00	\$4,500.00	\$9,000.00	\$4,800.00	\$9,600.00	\$1,538.00	\$3,076.00	\$3,700.00	\$7,400.00
28	609	TOPSOIL (4") & SEEDBED PREP.	1,650	SY	\$3.50	\$5,775.00	\$9.00	\$14,850.00	\$8.00	\$13,200.00	\$6.57	\$10,840.50	\$7.00	\$11,550.00
29	609	NATIVE GRASSLAND SEEDING & PLANTING	1,650	SY	\$6.50	\$10,725.00	\$5.00	\$8,250.00	\$1.00	\$1,650.00	\$1.01	\$1,666.50	\$4.00	\$6,600.00
30	610	PROTECTIVE FENCING TYPE C OTHER MATERIAL	75	LF	\$6.00	\$450.00	\$17.00	\$1,275.00	\$8.00	\$600.00	\$4.80	\$360.00	\$3.00	\$225.00
31	628	FILTER CURB INLET PROTECTION (EXIST. INLET)	2	EA	\$165.00	\$330.00	\$290.00	\$580.00	\$90.00	\$180.00	\$95.00	\$190.00	\$94.00	\$188.00
32	641	STABILIZED CONSTRUCTION ENTRANCE	1	EA	\$2,277.00	\$2,277.00	\$2,200.00	\$2,200.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$2,400.00	\$2,400.00
33	642	SILT FENCE FOR EROSION CONTROL	964	LF	\$7.00	\$6,748.00	\$3.20	\$3,084.80	\$3.00	\$2,892.00	\$2.50	\$2,410.00	\$3.00	\$2,892.00
34	700	TOTAL MOBILIZATION	1	LS	\$39,000.00	\$39,000.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$35,709.46	\$35,709.46	\$37,000.00	\$37,000.00
35	702	REMOVE & RELOCATE EXIST. 4 FT FENCE	365	LF	\$34.00	\$12,410.00	\$6.00	\$2,190.00	\$10.00	\$3,650.00	\$17.95	\$6,551.75	\$32.00	\$11,680.00
36	803	BARRICADES, SIGNS AND TRAFFIC HANDLING	5	MO	\$1,057.00	\$5,285.00	\$3,354.00	\$16,770.00	\$2,000.00	\$10,000.00	\$1,300.00	\$6,500.00	\$3,000.00	\$15,000.00
37	824	TRAFFIC SIGNS	3	EA	\$605.00	\$1,815.00	\$3,600.00	\$10,800.00	\$600.00	\$1,800.00	\$450.00	\$1,350.00	\$160.00	\$480.00
		TOTAL COST OF BASE BID (CORRECTED)			\$492,000.00		\$504,119.80		\$541,175.00		\$550,547.12		\$623,253.00	
		COST OF BASE BID SUBMITTED			492000		\$504,119.80		\$541,175.00		\$552,189.15		\$623,253.00	
		DIFFERENCE FROM ERROR			\$0.00		\$0.00		\$0.00		(\$1,642.03)		\$0.00	
		BIDDER'S STATEMENT OF QUALIFICATION			YES		YES		YES		YES		YES	
		BID BOND			YES		YES		YES		YES		YES	



November 1, 2018
34299

Mr. Eddie Zapata, Project Manager
City of Round Rock Utilities
2008 Enterprise Dr.
Round Rock, TX 78664

RE: Lisa Rae Dr. Utility & Roadway Improvements

Dear Mr. Zapata:

Halff Associates, Inc. analyzed all the bids received at the October 31st opening for accuracy and consistency. The apparent low bidder is Austin Engineering Company, Inc. from Austin, Texas. Please refer to the attached Bid Tabulation.

Based on our experience and our opinion formed by the documentation provided in the bid proposal, we recommend the City of Round Rock employ Austin Engineering Co. for this project.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Noah Shaffer", is written over the printed name.

Noah Shaffer, P.E.



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

AUSTIN ENGINEERING CO., INC.
AUSTIN, TX United States

Certificate Number:
2018-423969

Date Filed:
11/08/2018

Date Acknowledged:

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

CITY OF ROUND ROCK

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

2018LISARAE
LISA RAE IMPROVEMENTS

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



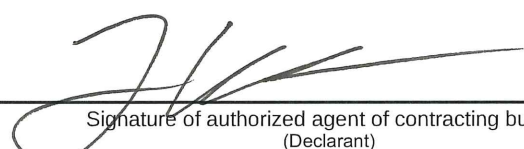
6 UNSWORN DECLARATION

My name is Travis W. Keller, Vice President, and my date of birth is 7/7/1971.

My address is P.O. Box 342349, Austin, TX, 78734, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 8th day of November, 20 18.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



Date: 5/7/2018



LISA RAE DRIVE IMPROVEMENTS



City of Round Rock

Agenda Item Summary

Agenda Number: G.12

Title: Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 7 with Atkins North America, Inc. for the E. Bagdad Avenue Extension Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/20/2018

Dept Director: Gary Hudder, Transportation Director

Cost: \$97,471.52

Indexes: RR Transportation and Economic Development Corporation (Type B)

Attachments: Resolution, Exhibit A, Form 1295

Department: Transportation Department

Text of Legislative File 2018-6107

The Original Contract with Atkins North America, Inc. in the amount of \$104,700.41 consisted of preparing survey, environmental tech memo, and 30% PS&E for the E. Bagdad Ave Extension. The project initially included a new location 2-lane divided roadway connection between Burnet St. and S. Black St. as well as improvements to S. Georgetown St. between S. Black St. and E. Main St. The approximate length of the initial project was 0.33 miles.

Supplemental #1, in the amount of \$326,360.94, consisted of preparation of 30%, 60%, 95% and 100% PS&E plans for the project as well as survey, environmental tech memo and pavement design. The proposed improvements to the project included a new location 3-lane roadway connection between Burnet St. and S. Black St. as well as the widening of S. Georgetown St. to 3-lanes between S. Black St. and E. Main St. Also, existing E. Bagdad Ave between McNeil Rd. and Burnet St. was relocated directly adjacent to the railroad as a 3-lane section. The approximate length of the project, including additions, was increased to 0.54 miles, bringing the new contract amount to \$431,061.35.

Supplemental #2 amended the agreement to include the addition of water quality and landscaping, as well as the extensions of Lampasas St. and Sheppard St. to the project. Compensation for this amendment increased by \$85,675.85, which brought the total premium to \$516,737.20 for the project.

Supplemental #3 extended the time allowed for completion of the project. The agreement period was extended until September 1, 2017 in accordance with revised Exhibit C (Work Schedule). There was no change to the contract value.

Supplemental #4 included removing the Sheppard St. extension, separating the project into 2 phases, performing additional design to accommodate The Depot Townhomes, removing the

landscaping and irrigation, and adding a fence/barrier along the railroad Right of Way. Compensation for this amendment was \$199,281.31 which brought the total premium to \$716,018.51 for the project.

Supplemental #5 included construction chase services for Phase 1 of the McNeil Extension Project. These services will be provided on an "as requested by the City of Round Rock" basis. Invoicing for these services will be based on actual labor charged to the project using the contract multiplier. Any budget remaining at the end of the contract will not be invoiced. Compensation for this amendment was \$100,929.81 which brought the total premium to \$816,948.32 for the project.

Supplemental #6 included additional survey for McNeil Phase 2 and final PSE revisions which include new driveways, improvements to the intersection of Main St. & Georgetown, drainage calculations, and wastewater reconstruction. Compensation for this amendment was \$68,879.10 which brought the total compensation to \$885,827.42.

Supplemental #7 includes improvements to and extension of Stone St, the alley connecting to Georgetown St, the parking lot improvements, surveying services to support these efforts, and construction phase services for phase 2. Compensation for this amendment is \$97,471.52 which brings the total contract compensation to \$983,298.94.

The Transportation Department recommends that the City of Round Rock execute supplemental contract #7 with Atkins North America, Inc. in the amount of \$97,471.52

Cost: \$97,471.52

Source of Funds: RR Transportation and Economic Development Corporation

RESOLUTION NO. R-2018-6107

WHEREAS, the City of Round Rock has previously entered into a Contract for Engineering Services (“Contract”) with Atkins North America, Inc. for the E. Bagdad Avenue Extension Project, and

WHEREAS, Atkins North America, Inc. has submitted Supplemental Contract No. 7 to the Contract to modify the provisions for the scope of services, and

WHEREAS, the City Council desires to enter into said Supplemental Contract No. 7 with Atkins North America, Inc., Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Contract No. 7 to the Contract with Atkins North America, Inc., a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 20th day of November, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT**"A"**

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

**SUPPLEMENTAL CONTRACT NO. 7
TO CONTRACT FOR ENGINEERING SERVICES****FIRM:** ATKINS NORTH AMERICA, INC. ("Engineer")**ADDRESS:** 11801 Domain Boulevard, Suite 500, Austin, TX 78758**PROJECT:** E. Bagdad Avenue Extension

This Supplemental Contract No. 7 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the "City" and Atkins North America, Inc., hereinafter called the "Engineer".

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract", on the 24th day of September, 2015 for the E. Bagdad Avenue Extension Project in the amount of \$104,700.41; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 1 on March 10, 2016 to amend the scope of services and to increase the compensation by \$326,360.94 to a total of \$431,061.35; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 2 on September 8, 2016 to amend the scope of services and to increase the compensation by \$85,675.85 to a total of \$516,737.20; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 3 on April 3, 2017 to amend the work schedule; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 4 on August 24, 2017 to amend the scope of services and to increase the compensation by \$199,281.31 to a total of \$716,018.51; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 5 on March 22, 2018, to amend the scope of services and to increase the compensation by \$100,929.81 to a total of \$816,948.32; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 6 on July 12, 2018, to amend the scope of services and to increase the compensation by \$68,879.10 to a total of \$885,827.42; and

WHEREAS, it has become necessary to amend the Contract to modify the provisions for the scope of services and to increase the compensation by \$97,471.52 to a total of \$983,298.94;

NOW THEREFORE, premises considered, the City and the Engineer agree that said Contract is amended as follows:

I.

Article 2, Engineering Services and Exhibit B, Engineering Services shall be amended as set forth in the attached Addendum to Exhibit B. Exhibit C, Work Schedule shall be amended as set forth in the attached Addendum to Exhibit C.

II.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by \$97,471.52 the lump sum amount payable under the Contract for a total of \$983,298.94, as shown by the attached Addendum to Exhibit D.

IN WITNESS WHEREOF, the City and the Engineer have executed this Supplemental Contract in duplicate.

[signature pages follow]

ATKINS NORTH AMERICA, INC.

By: _____

Date

CITY OF ROUND ROCK

APPROVED AS TO FORM:

By: _____
Craig Morgan, Mayor

Stephan L. Sheets, City Attorney

Date

ADDENDUM TO EXHIBIT B

Engineering Services

PROJECT DESCRIPTION

The proposed project will include a new location 3-lane extension of McNeil Rd between Mays St and S Black St as well as the widening of S Georgetown St to 3-lanes between S Black St and E Main St. Lampasas St will be extended from its current termini at Bagdad Ave to the new McNeil Rd extension. Lewis St will be extended to connect to McNeil Rd. Stone St will be improved and extended to connect Main St and McNeil Rd. An alley will be included from Georgetown St west towards Black St. The existing City owned parking lot between Sheppard St and Burnet St will be reconstructed to provide improved drainage. The approximate length of the project is 0.54 miles.

The project will be constructed in two phases. The first phase will include all the improvements west of and including the intersection at Burnet St. The second phase will include the proposed improvements east of Burnet St.

This supplemental includes improvements to and extension of Stone St, the alley connecting to Georgetown St, the parking lot improvements, surveying services to support these efforts, and construction phase services for phase 2.

TASK 1: PROJECT MANAGEMENT

1. Project management, oversight and coordination of efforts

TASK 2: SURVEYING

1. In accordance with previously approved methodology, the following items are added to the survey efforts:
 - Survey the existing City of Round Rock owned parking lot on Bagdad Ave between Sheppard St and Burnet St.
 - Locate and provide flow line/material information for existing City of Round Rock wastewater manholes along proposed alley improvements between Georgetown St and Stone St.
 - Develop acquisition documents for ROW being acquired from Union Pacific Railroad.
 - Survey the alley between Georgetown St and Black St.
 - Mark the temporary construction easements along Lewis St.

TASK 3: ENVIRONMENTAL STUDIES

No changes with this supplemental.

TASK 4: PRELIMINARY DESIGN/30% PLANS

No changes with this supplemental.

TASK 5: DIRECT EXPENSES

No changes with this supplemental.

TASK 6: GEOTECHNICAL DESIGN

No changes with this supplemental.

TASK 7: 60% PLANS

No changes with this supplemental.

TASK 8: 95% PLANS

No changes with this supplemental.

TASK 9: 100% PLANS/FINAL SUBMITTAL

Phase 2 of the McNeil Rd Extension is being modified to include an alley from Georgetown St towards Black St. The alley will utilize the commercial driveway concrete pavement section. In addition, Stone St will be improved to include 24' of pavement with a ribbon curb from Main St to McNeil Rd. Pavement designs for Lewis St and Stone St will match the flexible pavement design with geogrid for an urban local street with high swell conditions as shown in table 3-11 of the May 2018 draft City of Round Rock Transportation Criteria Manual.

The plan revisions anticipated to be included are:

Roadway

1. Add 2 parallel parking spots on the west side of Georgetown St south of the proposed alley.
2. Prepare cross-sections (50' intervals), calculate limits of construction, verify ROW and construction easements, and compute earthwork quantities for the proposed Stone St improvements.
3. Prepare additional typical sections for Stone St and the alley connecting to Georgetown St.
4. Revise the Lewis St pavement design on the typical sections and cross sections to match the flexible pavement design with geogrid for an urban local street with high swell conditions as shown in table 3-11 of the May 2018 draft City of Round Rock Transportation Criteria Manual.
5. Prepare one additional removal layout for Stone St.
6. Add one plan & profile sheet for the Stone St.
7. Add an alley plan and profile sheet.
8. Add grading plans for the Stone St intersections at McNeil Rd and Main St.
9. Provide driveway profiles for the 3 driveways on Stone St.
10. Update the traffic control plan narrative, sequence of construction traffic control plan, and standards for the above changes.
11. Update the quantities to reflect the above changes.

Drainage

1. Revise the drainage design to accommodate the proposed changes to Stone St and the alley.
2. Update hydraulic data, drainage area map, drainage plan & profile, and lateral profile sheets.
3. Update the SWPPP and erosion control plan sheets to include the Stone St and alley improvements.
4. Update the quantities to reflect the above changes.

Utilities

1. No third-party utility design or coordination is included. Atkins will provide an updated plan set to the City of Round Rock for the purposes of utility coordination.
2. The wastewater line in the alley between Georgetown St and Black St will be lowered to accommodate the proposed alley. Resulting conflicts with the existing water lines will also be addressed.
3. The proposed wastewater improvements along Georgetown St will be extended to the north side of Main St.
4. Update the quantities to reflect the above changes.

Traffic

1. Update the signing and pavement marking layouts to include the Stone St improvements and to accommodate the proposed alley.
2. Prepare small sign and pavement marking summaries for the revisions.

TASK 10: WATER QUALITY PLANS AND WATER POLLUTION ABATEMENT PLANS (WPAP)

No changes with this supplemental.

TASK 11: LANDSCAPING AND IRRIGATION PLANS

This task is no longer needed, and any remaining budget will be reallocated to other items.

TASK 12: BARRIER WITH FENCE

This task was completed under budget. Any remaining budget will be reallocated to other items.

TASK 13: CONSTRUCTION PHASE SERVICES (Add Phase 2)

These services will be provided on an as requested by the City of Round Rock basis. Invoicing for these services will be based on actual labor charged to the project at the contract multiplier. Any budget remaining at the end of the contract will not be invoiced. If all the budget is used, then a supplemental will be needed to continue these services.

1. Attend weekly meetings with the City and the Contractor to appraise and answer general questions and provide clarification that pertains to the plans and construction of McNeil Rd Extension Phase 2.

2. Review shop drawings. Shop drawings will be reviewed based on the following procedures:
 - Review the drawings for conformity to the plans, specifications and special provisions, as well as conformity to any subsidiary standards or criteria referred to by the plans, specifications or special provisions.
 - If the drawing is found to be in conformity, or an alternate design is adequate and acceptable, the drawing shall be marked “No Exceptions Taken” with signature, date and statement that “Review is only for general conformance with the design concept of the contract documents. Markings or comments shall not be construed as relieving the contractor from compliance with the project plans and specifications, nor departures there-from. The Contractor remains solely responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, for safety and for satisfactory performance of his work.”
 - If there are only minor corrections, the incorrect information shall be crossed out and the correct information shall be written next to the crossed-out information. All redlines shall be done in indelible red ink. The submittal shall be returned marked “Make Correction as Noted” and no re-submittal shall be required.
 - If the corrections are more significant and the Engineer does not concur with the information on the drawings, then the submittal shall be marked “Amend and Resubmit.” The drawings must then be resubmitted for a second review.
 - If the drawings are found not to be in conformity, the drawings shall be marked “Rejected See Remarks.” An explanation of why the submittal was disapproved shall be provided in enough detail for the Contractor to be able to make the corrections for re-submittal.
 - Shop drawing and submittal reviews include the following:
 - (1) Culverts, Manholes, & Inlets
 - (2) Concrete and Asphalt Mix Designs
 - (3) Water/Wastewater Infrastructure Components
 - (4) Signs
3. Respond to requests for information (RFIs). The engineer shall document each question in sufficient detail, formulate a response and submit a written version of the response to the City for distribution to all involved parties.
4. Provide minor redesign (major redesign should be handled with a contract supplement).
5. Develop change orders. Change orders documents will be submitted to the City in electronic format.
6. Assemble updated plans based upon redesign requests performed under Task 13. Two (2) hard copies and an electronic version of the updated plans will be submitted to the City upon project completion. The Contractor will be responsible for marking any additional updates not addressed through plan revisions and providing the final as-built plans.

7. Review monthly pay applications. Reviews will consist of reviewing calculations. Engineer is not responsible for quantity calculations or confirmation.
8. Participate in final walkthrough and prepare the punch list.

NOT INCLUDED WITHIN THIS SCOPE

The following items are not included with this scope. These items, if necessary, would be added to the scope through a supplemental agreement.

1. All inspection services, including but not limited to:
 - a. Geotechnical investigations and analysis
 - b. Materials testing
 - c. Construction survey; verification of contractor's horizontal and vertical control
2. All tasks related to delay and cost claims shall be considered supplemental services and subject to additional fee, specifically, but not limited to:
 - d. Time Impact Analyses (TIA) for delay claims
 - e. Claims defense, response and resolution
3. No third-party utility design or coordination is included. Atkins will provide plans to the City of Round Rock for the purposes of utility coordination.

DELIVERABLES

100% Submittal (Phase 2 Only)

1. A draft of the 100% plans will be submitted for review in advance of the previously scoped 100% plan submittal.

Construction Phase Services

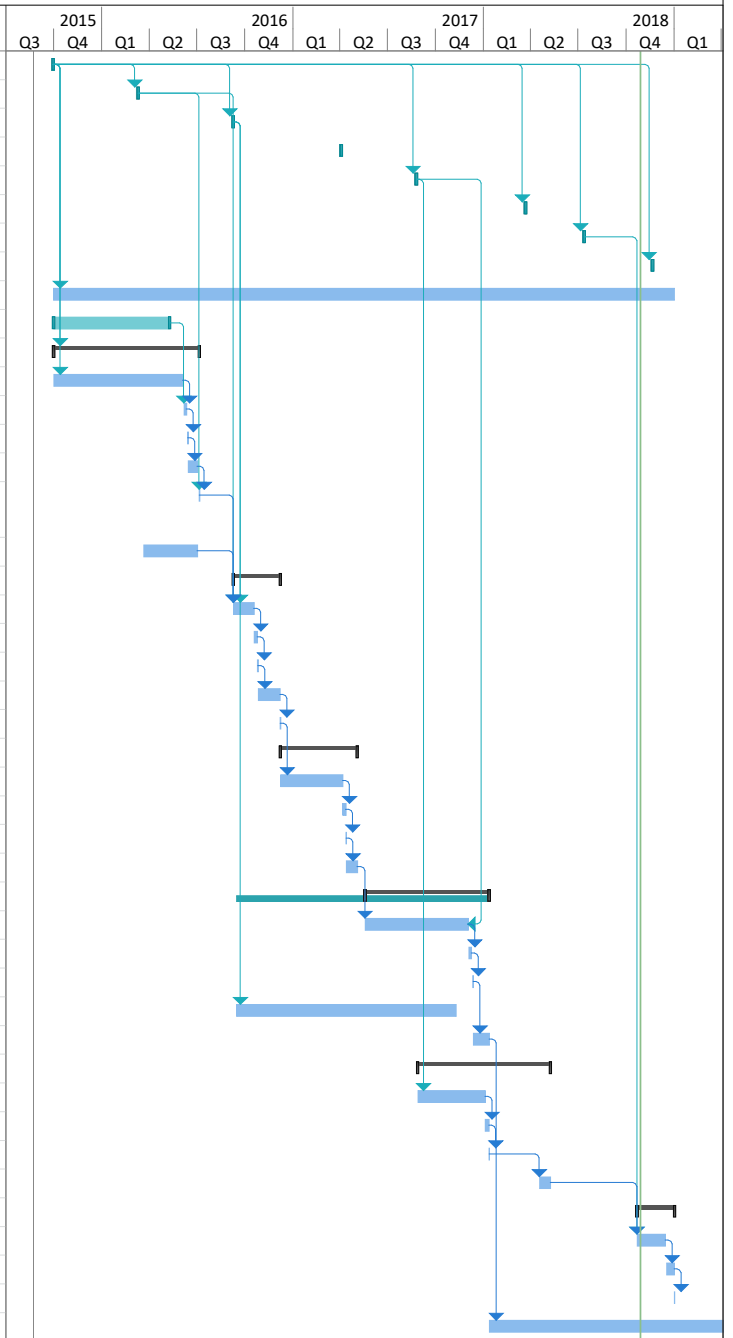
1. Reviewed shop drawings/submittals
2. Responses to RFIs
3. Minor redesign plan revisions
4. Change orders
5. Updated plans per Task 13 item 6
6. Review of monthly pay applications including supporting documentation
7. Punch list

ADDENDUM TO EXHIBIT C
Work Schedule

Attached Behind This Page

E BAGDAD AVE EXTENSION SUPPLEMENTAL #7
EXHIBIT C

ID	Task Name	Start	Finish	Predecessors	Successors	Resource Names	2015		2016		2017		2018				
							Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
1	NTP	Tue 9/29/15	Tue 9/29/15		2,8,10,11,3,6,4,5,												
2	Supplemental #1	Thu 3/10/16	Thu 3/10/16	1	15,18												
3	Supplemental #2	Thu 9/8/16	Thu 9/8/16	1	18,32												
43	Supplemental #3	Mon 4/3/17	Mon 4/3/17														
4	Supplemental #4	Fri 8/25/17	Fri 8/25/17	1	35,29FF+15 days												
5	Supplemental #5	Thu 3/22/18	Thu 3/22/18	1													
6	Supplemental #6	Thu 7/12/18	Thu 7/12/18	1	40												
7	Anticipated NTP Supplemental #7	Tue 11/20/18	Tue 11/20/18	1													
8	Survey	Wed 9/30/15	Mon 12/31/18	1													
9	Environmental Tech Memo	Thu 10/1/15	Mon 5/9/16		12												
10	Prepare 30% Plans	Thu 10/1/15	Tue 7/5/16	1													
11	Roadway & Drainage Design	Thu 10/1/15	Fri 6/3/16	1	12												
12	QA/QC	Mon 6/6/16	Fri 6/10/16	11,9	13												
13	Submit 30% Plans and Environmental Tech Memo	Mon 6/13/16	Mon 6/13/16	12	14												
14	City Review 30% Plans and Environmental Tech Mem	Tue 6/14/16	Fri 7/1/16	13	15												
15	Meet with City to Review 30% Plans and Environmental Tech Memo	Tue 7/5/16	Tue 7/5/16	14,2	18												
16	Geotech Pavement Design	Mon 3/21/16	Fri 7/1/16		18												
17	Prepare 60% Plans	Fri 9/9/16	Wed 12/7/16														
18	Roadway, Traffic, Utility & Drainage Design	Fri 9/9/16	Mon 10/17/16	3,2,15,16	19												
19	QA/QC	Tue 10/18/16	Mon 10/24/16	18	20												
20	Submit 60% Plans	Tue 10/25/16	Tue 10/25/16	19	21												
21	City Review 60% Plans	Wed 10/26/16	Tue 12/6/16	20	22												
22	Meet with City to Review 60% Plans	Wed 12/7/16	Wed 12/7/16	21	24												
23	Prepare 95% Plans Phase 1	Thu 12/8/16	Wed 5/3/17														
24	Roadway, Traffic, Utility & Drainage Design	Thu 12/8/16	Wed 4/5/17	22	25												
25	QA/QC	Thu 4/6/17	Tue 4/11/17	24	26												
26	Submit 95% Plans	Wed 4/12/17	Wed 4/12/17	25	27												
27	City Review 95% Plans	Thu 4/13/17	Wed 5/3/17	26	29												
28	Prepare 100% Plans Phase 1	Fri 5/19/17	Thu 1/11/18														
29	Roadway, Traffic, Utility & Drainage Design	Fri 5/19/17	Fri 12/1/17	27,4FF+15 day	30												
30	QA/QC	Mon 12/4/17	Fri 12/8/17	29	31												
31	Submit 100% Plans	Mon 12/11/17	Mon 12/11/17	30	33												
32	Water Pollution Abatement Plan	Thu 9/15/16	Wed 11/8/17	3													
33	Bid Phase Services	Tue 12/12/17	Thu 1/11/18	31	44												
34	Prepare 95% Plans Phase 2	Mon 8/28/17	Tue 5/8/18														
35	Roadway, Traffic, Utility & Drainage Design	Mon 8/28/17	Wed 1/3/18	4	36												
36	QA/QC	Thu 1/4/18	Wed 1/10/18	35	37												
37	Submit 95% Plans	Thu 1/11/18	Thu 1/11/18	36	38												
38	City Review 95% Plans	Wed 4/18/18	Tue 5/8/18	37	40												
39	Prepare 100% Plans Phase 2	Mon 10/22/18	Tue 1/1/19														
40	Roadway, Traffic, Utility & Drainage Design	Mon 10/22/18	Fri 12/14/18	38,6	41												
41	QA/QC	Mon 12/17/18	Mon 12/31/18	40	42												
42	Submit 100% Plans	Tue 1/1/19	Tue 1/1/19	41													
44	Construction Phase Services	Fri 1/12/18	Fri 2/28/20	33													



**ADDENDUM TO EXHIBIT D
Fee Schedule**

Project Name: E Bagdad Ave Extension

Task	Total Labor Hours	Total Loaded Labor Cost	Other Direct Costs	Subconsultants	TOTALS
Task 1: Project Management	64.0	\$11,871.93			\$11,871.93
Task 2: Surveying				\$15,000.00	\$15,000.00
Task 9: 100% Plans/Final Submittal	665.0	\$83,083.30			\$83,083.30
Task 11: Landscaping and Irrigation Plans				-\$8,288.48	-\$8,288.48
Task 12: Barrier with Fence		-\$14,290.41			-\$14,290.41
Task 13: Construction Phase Services	52.0	\$10,095.18			\$10,095.18
GRAND TOTAL:	781	\$90,760.00	\$0.00	\$6,711.52	\$97,471.52

Overhead Rate = 157.53%
Profit Rate = 12%

Atkins Raw Labor = \$ 31,466.51
Atkins Overhead = \$ 49,569.20
Atkins Profit = \$ 9,724.29
Atkins Total Labor = \$ 90,760.00

**E BAGDAD AVE EXTENSION
SUPPLEMENTAL #7
EXHIBIT D**

Task 1: Project Management							
Task Description	Project Manager	Design Engineer	Design EIT	CADD Operator	GIS Graphics	Admin/ Clerical	Total Hours
<i>Rates</i>	\$ 84.00	\$ 45.00	\$ 32.00	\$ 27.00	\$ 25.00	\$ 31.50	
A. Project Management							
1. Prepare monthly project status updates and invoices	40					24	64
Totals	40					24	64
Raw Labor	\$ 3,360.00	\$ -	\$ -	\$ -	\$ -	\$ 756.00	\$ 4,116.00
Multiplier	2.88	2.88	2.88	2.88	2.88	2.88	
	\$ 9,691	\$ -	\$ -	\$ -	\$ -	\$ 2,181	\$11,871.93

**E BAGDAD AVE EXTENSION
SUPPLEMENTAL #7
EXHIBIT D**

TASK 9: 100% PLANS										
Task Description	Project Manager	Senior Engineer (QAQC)	Senior Engineer	Design Engineer	Design EIT	Senior Eng Tech	Senior CADD Operator	CADD Operator	GIS Graphics	Admin/ Clerical
<i>Rates</i>	\$ 84.00	\$ 60.00	\$ 54.00	\$ 45.00	\$ 32.00	\$ 44.50	\$ 35.00	\$ 27.00	\$ 25.00	\$ 31.50
A. Roadway										
1. Georgetown parallel parking	2			8			16			
2. Stone St cross-sections	2			8		16				
3. Stone St and alley typical sections	1			6			8			
4. Stone St removal layout	1			4			8			
5. Lewis St pavement design	1			8			8			
6. Stone St plan and profile sheet	8			24		40				
7. Alley plan and profile sheet	8			16		32				
8. Stone St intersection grading plans	2			16			24			
9. Stone St driveway profiles	1			12			16			
10. Traffic control	2			8			16			
11. Revised quantities	2			8	24		32			
12. QA/QC		24		8			16			
B. Drainage										
1. Stone St and alley drainage design			16					6		
2. Stone St and alley SWPPP			8					8		
3. Revised quantities			4					8		
4. QA/QC		8						8		
C. Utilities										
1. Alley wastewater line design	4			6	16	12	24			
2. Extend Georgetown St wastewater improvements	4			2	12	4	16			
3. Revised Quantities	1			2	4		4			
4. QA/QC	2	4								2
D. Traffic										
1. Signing & pavement marking for Stone St and alley			4		24					
2. Revised quantities			2		4					
3. QA/QC		4	2		4					
Totals	41.0	40.0	36.0	136.0	88.0	104.0	188.0	30.0		2.0
Raw Labor	\$ 3,444.00	\$ 2,400.00	\$ 1,944.00	\$ 6,120.00	\$ 2,816.00	\$ 4,628.00	\$ 6,580.00	\$ 810.00	\$ -	\$ 63.00
Multiplier	2.88	2.88	2.88	2.88	2.88	2.88	2.88	2.88	2.88	2.88
	\$ 9,934	\$ 6,922	\$ 5,607	\$ 17,652	\$ 8,122	\$ 13,349	\$ 18,979	\$ 2,336	\$ -	\$ 182

**E BAGDAD AVE EXTENSION
SUPPLEMENTAL #7
EXHIBIT D**

Task Description	Total Hours
<i>Rates</i>	
A. Roadway	
1. Georgetown parallel parking	26.0
2. Stone St cross-sections	26.0
3. Stone St and alley typical sections	15.0
4. Stone St removal layout	13.0
5. Lewis St pavement design	17.0
6. Stone St plan and profile sheet	72.0
7. Alley plan and profile sheet	56.0
8. Stone St intersection grading plans	42.0
9. Stone St driveway profiles	29.0
10. Traffic control	26.0
11. Revised quantities	66.0
12. QA/QC	48.0
B. Drainage	
1. Stone St and alley drainage design	22.0
2. Stone St and alley SWPPP	16.0
3. Revised quantities	12.0
4. QA/QC	16.0
C. Utilities	
1. Alley wastewater line design	62.0
2. Extend Georgetown St wastewater improvements	38.0
3. Revised Quantities	11.0
4. QA/QC	8.0
D. Traffic	
1. Signing & pavement marking for Stone St and alley	28.0
2. Revised quantities	6.0
3. QA/QC	10.0
Totals	665.0
Raw Labor	\$ 28,805.00
Multiplier	
	\$ 83,083.30

**E BAGDAD AVE EXTENSION
SUPPLEMENTAL #7
EXHIBIT D**

TASK 13: CONSTRUCTION PHASE SERVICES											
Task Description	Project Manager	Senior Engineer (QAQC)	Senior Engineer	Design Engineer	Design EIT	Senior Eng Tech	Senior CADD Operator	CADD Operator	GIS Graphics	Admin/ Clerical	Total Hours
<i>Rates</i>	\$ 82.00	\$ 65.00	\$ 62.00	\$ 45.00	\$ 32.50	\$ 44.00	\$ 35.00	\$ 26.00	\$ 25.00	\$ 31.50	
A. Construction Phase Services (Phase 1 only)											
1. Attend weekly meetings	4										4.0
2. Shop drawing/submittal review	4		8	4							16.0
3. Respond to RFIs	4			4							8.0
4. Assemble updated plans	4			4							8.0
5. Review pay applications	4										4.0
6. Walkthrough and punch list	4		8								12.0
Totals	24.0		16.0	12.0							52.0
Raw Labor	\$ 1,968.00	\$ -	\$ 992.00	\$ 540.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500.00
Multiplier	2.88	2.88	2.88	2.88	2.88	2.88	2.88	2.88	2.88	2.88	
	\$ 5,676	\$ -	\$ 2,861	\$ 1,558	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,095.18

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Atkins North America, Inc.
Tampa, FL United States

Certificate Number:
2018-420449

Date Filed:
10/30/2018

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

City of Round Rock

Date Acknowledged:

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

E Bagdad Ave Extension Project
Supplemental #7; Stone St Extension, Alley Improvements and Phase 2 Construction Phase Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	The Atkins North America Holdings Corporation	Tampa, FL United States	X	
	Nash, George	Edison, NJ United States	X	
	Edgar IV, C. Ernest	Tampa, FL United States	X	
	Newton, Michael M.	Tampa, FL United States	X	
	Steele Jr., James R.	Tampa, FL United States	X	
	Quinn Sr., David D.	Boston, MA United States	X	
	Burns Jr., Kenneth J.	Denver, CO United States	X	

5 Check only if there is NO Interested Party.☐**6 UNSWORN DECLARATION**

My name is Donya M. Becton, Assistant Secretary, and my date of birth is May 16th, 1978.

My address is 800 Waterford Way, Suite 700, Miami, FL, 33126, U.S.
(street) (city) (state) (zip code) (country)

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

Executed in Miami-Dade County, State of Florida, on the 30th day of October, 2018.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.13

Title: Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire fee simple title to 1.08-acre tract from property owned by Brian James Graver and Sheila Joy Offutt for the construction of certain roadway improvements to Kenney Fort Boulevard, and take other appropriate action (Parcel 5).

Type: Resolution

Governing Body: City Council

Agenda Date: 11/20/2018

Dept Director: Gary Hudder, Transportation Director

Cost: \$0.00

Indexes:

Attachments: Resolution

Department: Transportation Department

Text of Legislative File 2018-6115

The owner is represented by condemnation attorney Erik Cardinell. There has been no substantive response to our initial purchase offer (7.30.18) or final purchase offer (10.9.18).

This resolution reserves the City's right to use eminent domain to acquire this tract should it become necessary.

EMINENT DOMAIN MOTION LANGUAGE REQUIREMENTS

Mayor and Council:

The Texas Government Code §2206.053 has very specific requirements for the motion to authorize eminent domain proceedings. In order to make certain that we comply with these statutory requirements, I recommend that the motion to adopt the resolution be read aloud as follows:

"I move that the City Council approve this resolution which authorizes the use of the power of eminent domain to acquire fee simple title to the following parcel of land for construction of proposed improvements to the Kenney Fort Blvd. Project: a 1.08-acre tract from property owned by Brian James Graver and Sheila Joy Offutt, as described in Exhibit A of the resolution."

RESOLUTION NO. R-2018-6115

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS
DETERMINING A PUBLIC NEED AND NECESSITY FOR THE ACQUISITION OF
CERTAIN PROPERTY AND AUTHORIZING THE CITY'S
ATTORNEY TO FILE PROCEEDINGS IN EMINENT DOMAIN
TO ACQUIRE SAID PROPERTY INTERESTS**

WHEREAS, the City Council, upon consideration of the matter, has determined that there is a public necessity for the welfare of the City of Round Rock, Texas (“City”), and the public-at-large to construct certain roadway improvements to Kenney Fort Boulevard, and to perform associated public uses and purposes (“Project”); and

WHEREAS, in accordance with the above, the City Council hereby finds that public necessity requires the acquisition of fee simple title to approximately 1.08 acre (Parcel 5) of land, located in Williamson County, Texas and more particularly described by metes and bounds in Exhibit “A” attached hereto, such property being owned by **BRIAN JAMES GRAVER and SHEILA JOY OFFUTT** (the “Property”), for the public use of construction, reconstruction, widening, maintaining, and operating of the Kenney Fort Boulevard roadway improvements and related facilities and utility adjustments and relocation (“Project”), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the herein described real Property;

WHEREAS, it is necessary to establish procedures for determining and approving just compensation, and completing acquisition of the Property for this Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF ROUND ROCK, TEXAS:**

Section 1. The City Council hereby finds and determines that it is necessary for the welfare of the City and its citizens and is in the public interest to construct and maintain roadway improvements in the City and to acquire property interests to assist with such purposes in and to the above described lands, free and clear of any liens and encumbrances, in order to allow the City and/or its assigns to complete said Project.

Section 2. The City Attorney, or his designated agent, has on behalf of the City attempted or shall attempt to negotiate, settle and agree on compensation to be paid to the owners of any interest in the Property, and has made official, written, bona fide offers to the owners for the market value of said Property or property interest. If it is determined that an agreement as to the value of said Property, damages and/or compensation to be paid cannot be reached, then the City Attorney or his designated agent is hereby authorized to file or cause to be filed, against the owners and holders of other related interest in the Property, proceedings using the City's power of eminent domain to acquire the stated interest in and to the above described lands, in order to allow the City and/or their assigns to complete said Project, and to perform and undertake all other proceedings necessary to complete the acquisition of the Property.

Section 3. It is the intent of the City Council that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the City Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the City Council authorizing the condemnation of the corrected or revised Property.

Section 4. The findings of fact, recitations of provisions set in the preamble of this Resolution are adopted and made a part of the body of this Resolution, as fully as if the same were set forth herein.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 20th day of November, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

PARCEL 5

Variable Width Right-of-Way Acquisition

METES AND BOUNDS DESCRIPTION OF A
1.08 ACRE TRACT OF LAND OUT OF THE
BRIAN JAMES GRAVER AND SHEILA JOY OFFUTT TRACT
LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS

BEING A 1.08 ACRE TRACT OF LAND SITUATED IN THE P. A. HOLDER SURVEY, ABSTRACT NO. 297, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 10.785 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO BRIAN JAMES GRAVER AND SHEILA JOY OFFUTT AND RECORDED IN DOCUMENT NO. 2004060159 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY; SAID 1.08 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 60d nail in fence post marked "SURVEY MARK LANDESIGN" found for the common northwest corner of said 10.785 acre tract and the southwest corner Lot 86, Block A, The Preserve at Dyer Creek Final Plat Phase One, a subdivision recorded in Cabinet DD, Slides 274 – 276 of the Plat Records of said County, being on the east line of a called 147.076 acre tract of land as described in a deed to Round Rock Real Estate Investments, Ltd. and recorded as Tract 3 in Volume 2418, Page 51 of the Official Records of said County, for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE with the common north line said 10.785 acre tract and the south line of said Lot 86, **North 87° 41' 05" East**, a distance of **65.00 feet** to a 1/2-inch iron rod with yellow cap stamped "RJ SURVEYING" found for the common southeast corner of said Lot 86 and the southwest corner of Lot 28, Block A, of said The Preserve at Dyer Creek Final Plat Phase One, for the northeast corner hereof;

THENCE through the interior of said 10.785 acre tract, with the arc of a curve to the **left**, having a radius of **2,922.00 feet**, an arc length of **468.75 feet**, a central angle of **009° 11' 29"**, and a chord which bears, **South 12° 18' 36" East**, a distance of **468.24 feet** to a 1/2-inch iron rod with

aluminum cap stamped "C.O.R.R. R.O.W." set on the common south line of said 10.785 acre tract and the north line of a called 11.12 acre tract of land and recorded in Document No. 9867726 of the Official Public Records of said County, for the southeast corner hereof;


THENCE with the common south line of said 10.785 acre tract and the north line of said 11.12 acre tract, **South 87° 49' 23" West**, a distance of **151.23 feet** to a 1/2-inch iron rod found for the common southwest corner of said 10.785 acre tract and the northwest corner of said 11.12 acre tract, being on the east line of said 147.076 acre tract, for the southwest corner hereof;

THENCE with the common west line of said 10.785 acre tract and the east line of said 147.076 acre tract, **North 01° 41' 52" West**, a distance of **460.80 feet** to the **POINT OF BEGINNING** and containing 1.08 acres of land and based on the survey and exhibit drawing made by CP&Y, Inc.

This metes and bounds description is accompanied by an exhibit drawing.

Basis of Bearings: Bearings are based on the Texas Central State Plane Coordinate System NAD '83 (HARN '83), which is based on Leica's Central Texas GPS Cooperative CORS RTK Network.

Surveyed in the field during January and February, 2018.


Margaret A. Nolen, R.P.L.S. No. 5589
CP&Y, Inc.
One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (512) 248-0065
TBPLS Firm No. 10194125
Project No. 1500603

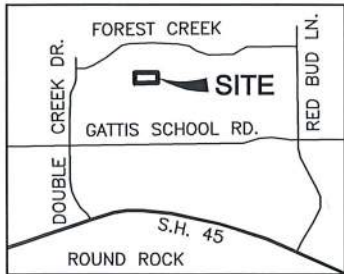


G:\PROJECTS\1500603R - Kenney Fort Blvd. Extension\METES AND BOUNDS\1500603R PARCEL 5.doc

EXHIBIT "A"
PARCEL 5

(VARIABLE WIDTH RIGHT-OF-WAY ACQUISITION)
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION
OF A 1.08 ACRE TRACT OF LAND
IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS

LOCATION MAP



P. A. HOLDER SURVEY
ABSTRACT NO. 297

SCALE: 1" = 150'

FIELD NOTE
POINT OF
BEGINNING

CALLED 147.076 ACRES
ROUND ROCK REAL ESTATE
INVESTMENTS, LTD.
TRACT 3
VOL. 2418, PAGE 51
O.R.W.C.T.

LINE TABLE

LINE	BEARING	LENGTH
L-1	N 87°41'05" E	65.00'

LEGEND

- = 1/2" IRON ROD FOUND
- ⊙ = 1/2" IRON ROD WITH YELLOW CAP
STAMPED "RJ SURVEYING" FOUND
- ▲ = 60d NAIL IN FENCE POST MARKED
"SURVEY MARK LANDESIGN" FOUND
- = 1/2" IRON ROD WITH ALUMINUM CAP
STAMPED "C.O.R.R. R.O.W." SET

R.O.W. = RIGHT-OF-WAY

P.R.W.C.T. = PLAT RECORDS WILLIAMSON COUNTY,
TEXAS

O.R.W.C.T. = OFFICIAL RECORDS WILLIAMSON
COUNTY, TEXAS

O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS,
WILLIAMSON COUNTY, TEXAS

GENERAL NOTES:

- 1) ALL PROPERTY CORNERS FOUND ARE CONTROL MONUMENTS.
- 2) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS
AND CONDITIONS THAT MAY BE APPLICABLE.
- 3) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
- 4) BEARINGS ARE BASED ON THE TEXAS CENTRAL STATE PLANE
COORDINATE SYSTEM NAD '83 (HARN '93), WHICH IS BASED ON LEICA'S
CENTRAL TEXAS GPS COOPERATIVE CORS RTK NETWORK.

BLOCK A
THE PRESERVE AT DYER CREEK
FINAL PLAT PHASE ONE
CAB. DD, SL. 274-276
P.R.W.C.T.

VARIABLE WIDTH
RIGHT-OF-WAY ACQUISITION
1.08 ACRES

R=2,922.00'
L=468.75'
Δ=009°11'29"
CD=468.24'
CB=S 12°18'36" E

CALLED 10.785 ACRES
BRIAN JAMES GRAVER AND
SHEILA JOY OFFUTT
DOC. NO. 2004060159
O.P.R.W.C.T.

CALLED 11.12 ACRES
JOHN N. PAUL
DOCUMENT NO. 9867726
O.P.R.W.C.T.



1 Chisholm Trail, Suite 130, Round Rock, Texas 78681 512.248.0065
TEXAS REGISTERED ENGINEERING FIRM F-1741
TBPLS 10194125

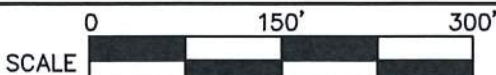
I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT
THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR
LAND SURVEYS IN THE STATE OF TEXAS.

SURVEYED DURING:
JANUARY AND FEBRUARY, 2018

MARGARET A. NOLEN, R.P.L.S. NO. 5589



3 OF 3



© 2018 ALL RIGHTS RESERVED

PLAT NO. A-5126 DRAFT DATE 03/08/2018 DRAWN BY MAN
WORK ORDER NO. 1500603 FIELDBOOK 303 TAB # A-5126
DIGITAL FILE 1500603R PARCEL 5 F/N # 1500603R PARCEL 5



City of Round Rock

Agenda Item Summary

Agenda Number: G.14

Title: Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire fee simple title to 1.93-acre tract from property owned by John N. Paul for the construction of certain roadway improvements to Kenney Fort Boulevard and take other appropriate action (Parcel 6).

Type: Resolution

Governing Body: City Council

Agenda Date: 11/20/2018

Dept Director: Gary Hudder, Transportation Director

Cost: \$0.00

Indexes:

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2018-6118

The owner has not provided any response to our initial offer made on 9.6.18. The final offer is going to be sent 11.6.18.

This resolution reserves the City's right to use eminent domain to acquire this tract should it become necessary.

EMINENT DOMAIN MOTION LANGUAGE REQUIREMENTS

Mayor and Council:

The Texas Government Code §2206.053 has very specific requirements for the motion to authorize eminent domain proceedings. In order to make certain that we comply with these statutory requirements, I recommend that the motion to adopt the resolution be read aloud as follows:

"I move that the City Council approve this resolution which authorizes the use of the power of eminent domain to acquire fee simple title to the following parcel of land for construction of proposed improvements to the Kenney Fort Blvd. Project: a 1.93-acre tract from property owned by John N. Paul, as described in Exhibit A of the resolution."

RESOLUTION NO. R-2018-6118

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS
DETERMINING A PUBLIC NEED AND NECESSITY FOR THE ACQUISITION OF
CERTAIN PROPERTY AND AUTHORIZING THE CITY'S
ATTORNEY TO FILE PROCEEDINGS IN EMINENT DOMAIN
TO ACQUIRE SAID PROPERTY INTERESTS**

WHEREAS, the City Council, upon consideration of the matter, has determined that there is a public necessity for the welfare of the City of Round Rock, Texas (“City”), and the public-at-large to construct certain roadway improvements to Kenney Fort Boulevard, and to perform associated public uses and purposes (“Project”); and

WHEREAS, in accordance with the above, the City Council hereby finds that public necessity requires the acquisition of fee simple title to approximately 1.93 acre (Parcel 6) of land, located in Williamson County, Texas and more particularly described by metes and bounds in Exhibit “A” attached hereto, such property being owned by **JOHN N. PAUL** (the “Property”), for the public use of construction, reconstruction, widening, maintaining, and operating of the Kenney Fort Boulevard roadway improvements and related facilities and utility adjustments and relocation (“Project”), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the herein described real Property;

WHEREAS, it is necessary to establish procedures for determining and approving just compensation, and completing acquisition of the Property for this Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF ROUND ROCK, TEXAS:**

Section 1. The City Council hereby finds and determines that it is necessary for the welfare of the City and its citizens and is in the public interest to construct and maintain roadway improvements in the City and to acquire property interests to assist with such purposes in and to the above described lands, free and clear of any liens and encumbrances, in order to allow the City and/or its assigns to complete said Project.

Section 2. The City Attorney, or his designated agent, has on behalf of the City attempted or shall attempt to negotiate, settle and agree on compensation to be paid to the owners of any interest in the Property, and has made official, written, bona fide offers to the owners for the market value of said Property or property interest. If it is determined that an agreement as to the value of said Property, damages and/or compensation to be paid cannot be reached, then the City Attorney or his designated agent is hereby authorized to file or cause to be filed, against the owners and holders of other related interest in the Property, proceedings using the City's power of eminent domain to acquire the stated interest in and to the above described lands, in order to allow the City and/or their assigns to complete said Project, and to perform and undertake all other proceedings necessary to complete the acquisition of the Property.

Section 3. It is the intent of the City Council that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the City Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the City Council authorizing the condemnation of the corrected or revised Property.

Section 4. The findings of fact, recitations of provisions set in the preamble of this Resolution are adopted and made a part of the body of this Resolution, as fully as if the same were set forth herein.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 20th day of November, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

PARCEL 6

Variable Width Right-of-Way Acquisition

METES AND BOUNDS DESCRIPTION OF A
1.93 ACRE TRACT OF LAND OUT OF THE
JOHN N. PAUL TRACT
LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS

BEING A 1.93 ACRE TRACT OF LAND SITUATED IN THE P. A. HOLDER SURVEY, ABSTRACT NO. 297, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 11.12 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO JOHN N. PAUL AND RECORDED IN DOCUMENT NO. 9867726 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY; SAID 1.93 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for the southwest corner of said 11.12 acre tract, being on the east line of called 41.153 acre tract of land as described in a deed to the State of Texas and recorded as Parcel No. 2, Part 6 in Volume 1970, Page 515 of the Official Records of said County, for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE with the common west line of said 11.12 acre tract and the east line of said 41.153 acre tract, with the arc of a curve to the **left**, having a radius of **2,982.29 feet**, an arc length of **336.78 feet**, a central angle of **006° 28' 13"**, and a chord which bears, **North 28° 11' 28" West**, a distance of **336.60 feet** to a 1/2-inch iron rod found for the south corner of a called 147.076 acre tract of land as described in a deed to Round Rock Real Estate Investments, Ltd. and recorded as Tract 3 in Volume 2418, Page 51 of the Official Records of said County, for an angle point hereof;

THENCE with the common west line said 11.12 acre tract and the east line of said 147.076 acre tract, the following two (2) courses and distances:

- 1) **North 30° 10' 24" East**, a distance of **5.10 feet** to a 1/2-inch iron rod found for an angle point hereof, and
- 2) **North 01° 41' 52" West**, a distance of **145.55 feet** to a 1/2-inch iron rod found for the common northwest corner of said 11.12 acre tract and the southwest corner of a called 10.785 acre tract of land as described in a deed to Brian James Graver and Sheila Joy Offutt and recorded in Document No. 2004060159 of the Official Public Records of said County, for the northwest corner hereof;

THENCE with the common north line said 11.12 acre tract and the south line of said 10.785 acre tract, **North 87° 49' 23" East**, a distance of **151.23 feet** to a 1/2-inch iron rod with aluminum cap stamped "C.O.R.R. R.O.W." set for the northeast corner hereof;

THENCE through the interior of said 11.12 acre tract, the following two (2) courses and distances:

- 1) with the arc of a curve to the **left**, having a radius of **2,922.00 feet**, an arc length of **348.41 feet**, a central angle of **006° 49' 54"**, and a chord which bears, **South 20° 19' 18" East**, a distance of **348.20 feet** to a calculated point for a point of tangency hereof, and
- 2) **South 23° 57' 12" East**, a distance of **179.93 feet** to a 1/2-inch iron rod found on the south line of said 11.12 acre tract, for the common northwest corners of Lot 48 and Lot 49, Block A, Rolling Ridge Section 1-B, a subdivision recorded in Cabinet L, Slides 394 – 395 of the Plat Records of said County, for the southeast corner hereof;


THENCE with the south line of said 11.12 acre tract, the following three (3) courses and distances:

- 1) **South 88° 03' 28" West**, a distance of **33.99 feet** to a calculated point for an angle point hereof,
- 2) **North 89° 22' 01" West**, a distance of **16.91 feet** to a calculated point for an angle point hereof,
- 3) **North 73° 28' 07" West**, a distance of **139.21 feet** to the **POINT OF BEGINNING** and containing 1.93 acres of land and based on the survey and exhibit drawing made by CP&Y, Inc.

This metes and bounds description is accompanied by an exhibit drawing.

Basis of Bearings: Bearings are based on the Texas Central State Plane Coordinate System NAD '83 (HARN '83), which is based on Leica's Central Texas GPS Cooperative CORS RTK Network.

Surveyed in the field during January and February, 2018.

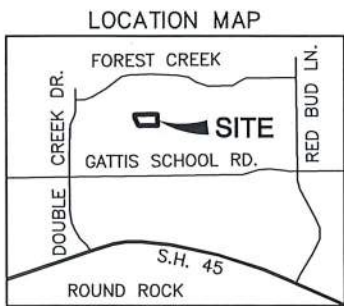

Margaret A. Nolen, R.P.L.S. No. 5589
CP&Y, Inc.
One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (512) 248-0065
TBPLS Firm No. 10194125
Project No. 1500603



G:\PROJECTS\1500603R - Kenney Fort Blvd. Extension\METES AND BOUNDS\1500603R PARCEL 6.doc

EXHIBIT "A" PARCEL 6

(VARIABLE WIDTH RIGHT-OF-WAY ACQUISITION)
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION
OF A 1.93 ACRE TRACT OF LAND
IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS



CALLED 147.076 ACRES
ROUND ROCK
REAL ESTATE
INVESTMENTS, LTD.
TRACT 3
VOL. 2418, PAGE 51
O.R.W.C.T.

P. A. HOLDER SURVEY
ABSTRACT NO. 297

CALLED 10.785 ACRES
BRIAN JAMES GRAVER AND
SHEILA JOY OFFUTT
DOC. NO. 2004060159
O.P.R.W.C.T.

SCALE: 1" = 150'

LINE TABLE		
LINE	BEARING	LENGTH
L-1	N 30°10'24" E	5.10'
L-2	N 01°41'52" W	145.55'
(L-1)	(N 33°12'47" E)	(5.04')
(L-2)	(N 00°44'23" E)	(145.74')

LEGEND

- = 1/2" IRON ROD FOUND
- = 1/2" IRON ROD WITH ALUMINUM CAP STAMPED "C.O.R.R. R.O.W." SET
- △ = CALCULATED POINT
- P.R.W.C.T. = PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. = OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS

GENERAL NOTES:

- 1) ALL PROPERTY CORNERS FOUND ARE CONTROL MONUMENTS.
- 2) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 3) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
- 4) BEARINGS ARE BASED ON THE TEXAS CENTRAL STATE PLANE COORDINATE SYSTEM NAD '83 (HARN '93), WHICH IS BASED ON LEICA'S CENTRAL TEXAS GPS COOPERATIVE CORS RTK NETWORK.

CALLLED 41.153 ACRE
STATE OF TEXAS
PARCEL NO. 2 PART 6
VOL. 1970, PG. 515 O.R.W.C.T.

SEE DETAIL
UPPER LEFT

R=2,982.29'
L=336.78'
Δ=006°28'13"
CD=336.60'
CB=N 28°11'28" W
(N 25°53'23" W - 337.40')

FIELD NOTE
POINT OF
BEGINNING

N 73°28'07" W - 139.21'
(N 71°14'18" W - 138.72')
N 89°22'01" W - 16.91'
(N 87°08'12" W - 16.91')
S 88°03'28" W - 33.99'
(N 89°43' W)

R=2,922.00'
L=348.41'
Δ=006°49'54"
CD=348.20'
CB=S 20°19'18" E

CALLLED 11.12 ACRES
JOHN N. PAUL
DOCUMENT NO. 9867726
O.P.R.W.C.T.

BLOCK A
ROLLING RIDGE
SECTION 1-B
CAB. L,
SLIDES 394-395
P.R.W.C.T.

LOT 49

LOT 48



1 Chisholm Trail, Suite 130, Round Rock, Texas 78681 512.248.0065
TEXAS REGISTERED ENGINEERING FIRM F-1741
TBPLS 10194125

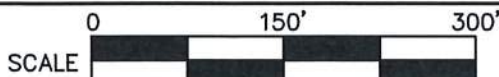
I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND SURVEYS IN THE STATE OF TEXAS.

SURVEYED DURING:
JANUARY AND FEBRUARY, 2018

MARGARET A. NOLEN, R.P.L.S. NO. 5589



3 OF 3



© 2018 ALL RIGHTS RESERVED

PLAT NO. A-5127 DRAFT DATE 03/09/2018 DRAWN BY MAN
WORK ORDER NO. 1500603 FIELDBOOK 303 TAB # A-5127
DIGITAL FILE 1500603R PARCEL 6 F/N # 1500603R PARCEL 6



City of Round Rock

Agenda Item Summary

Agenda Number: G.15

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to John Deere Construction Retail Sales for the purchase of two 2018 John Deere 410 L Backhoes for the Transportation Department.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/20/2018

Dept Director: Chad McDowell, General Services Director

Cost: \$199,703.06

Indexes: General Self-Financed Purchases

Attachments: Resolution, Quote, Form 1295

Department: General Services Department

Text of Legislative File 2018-6122

Backhoe on req.# 190163 #A53 will be going to the Street Department and replacing backhoe 011474 due to it being a 2001 year with 4237 hours and 17 years of age. This backhoe has also been very high on Maintenance cost and we have spent \$29,106.00 on this backhoe in the past ten years. Our normal replacement of backhoes and equipment are 4000 hours and or ten years of age.

Backhoe req.# 190163 #A56 will be going to the Street Department and replacing backhoe 951080 due to it being a 1995 year with unknow hours and 23 years age. This backhoe has also been very high on Maintenance cost and we have spent \$16,200.00 on this backhoe in the past ten years. Our normal replacement of backhoes and equipment are 4000 hours and or ten years of age.

Cost: \$199,703.06

Source of Funds: General Self-Financed

RESOLUTION NO. R-2018-6122

WHEREAS, the City of Round Rock (“City”) desires to purchase two (2) 2018 John Deere 410L Backhoe Loaders for the Transportation Department; and

WHEREAS, City is a member of the Sourcewell Cooperative (f/k/a National Joint Powers Alliance), a cooperative purchasing program; and

WHEREAS, John Deere Construction Retail Sales is an approved vendor of the Sourcewell Cooperative; and

WHEREAS, the City wishes to issue a purchase order to John Deere Construction Retail Sales,
Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the City Manager is hereby authorized and directed to issue a purchase order to John Deere Construction Retail Sales for the purchase of two (2) 2018 John Deere 410L Backhoe Loaders for the Transportation Department.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 20th day of November, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



Investment Proposal (Quote)

RDO Equipment Co.
16415 N IH-35
Pflugerville TX, 78660
Phone: (512) 272-4141 - Fax: (512) 272-9365

Proposal for:
CITY OF ROUND ROCK
ATTN ACCOUNTS PAYABL
221 E MAIN ST
ROUND ROCK, TX, 786645299
WILLIAMSON

Investment Proposal Date: 10/1/2018
Pricing Valid Until: 10/31/2018
Deal Number: 1122783
Customer Account#: 5567005
Sales Professional: Tim Schuelke
Phone: (512) 272-4141
Fax:
Email: TSchuelke@rdoequipment.com

Comments

SOURCEWELL PRICING JOHN DEERE SOURCEWELL CONTRACT # 032515-JDC/EXPIRATION DATE 05/19/2019
CITY OF ROUNDROCK SOURCEWELL I.D # 96079

GENERAL FUND 410L/2WD/AUX HYDS/CAB&AC/EXT BOOM/WAIN ROY TYPE COUPLER AND BUCKET/FULL LIGHTING

Equipment Information

Quantity	Serial Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Price Per Unit	Cash Price
2	TBD	0	New 2018 JOHN DEERE 410L	\$167,192.01	\$334,384.02
			Freight In FACTORY FREIGHT	\$2,350.00	\$4,700.00
			Prep / Reconditioning PDI	\$1,250.00	\$2,500.00
			Freight Out DELIVERY	\$450.00	\$900.00
			Other Aux Hyd couplers installed	\$255.00	\$510.00
			Customer Discount SOURCEWELL DISCOUNT 44% OFF LIST	(\$73,564.48)	(\$147,128.96)
			Warranty -John Deere Comprehensive-36 Months, 3000 Hours,Deductible: 200	\$1,919.00	\$3,838.00
Equipment Subtotal:					\$199,703.06

Purchase Order Totals

Balance:	\$199,703.06
Tax Rate 3: (TXEG 0%)	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$199,703.06
Cash with Order:	\$0.00
Balance Due:	\$199,703.06

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
2	TBD	2018 JOHN DEERE 410L	0AB0T 410L BACKHOE LOADER 1065 ENGINE FT4 170C JDLINK 5YR TEMP LICENSE 60HR 2035 CAB 2401 DECAL ENG W/ENG PACKET 3035 AXLE 2WD FRONT 4452 TIRE GAL21L24, 14.5/75 5225 CNTRL 2 LEVER MECHANICAL ISO 5430 COUPLER TOP HOOK QUICK 5660 BUCKET HD TOP HOOK 24" 6020 DIPPER EXTENDABLE 6220 HYD REAR AUX 1WAY FLOW 7025 LDR 1 LEVER, NO AUX 7655 LDR BUCKET 1.5CY LONG LIP 8485 COUNTERWEIGHT 1250LB. 8635 BATTERY SINGLE W/JUMP POST 9060 MIRRORS INTERIOR 9110 RIDE CONTROL

AUTHORIZED PURCHASES LIST
FY 2018/19 Master Capital List
Mobile Equipment/Vehicles

Item #	Acct Number	Department	Mobile Equipment/Vehicle Purchase	Mobile Equipment/Vehicle Replaced	Req#	Budget	Encumbered (Requisition amt)
A53	55119001-6129	Transportation- Street Maintenance	410L/430F	John Deere	190163	\$ 130,000	\$ 99,851.53
A56	55119001-6129	Transportation- Street Maintenance	410L/430F	John Deere	190163	\$ 130,000	\$ 99,851.53
TOTAL COST						\$ 199,703.06	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2018-423476

Date Filed:
11/07/2018

Date Acknowledged:

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

RDO Equipment Company
Pflugerville, TX United States

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

City of Round Rock

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

000000 Mobile Equipment
John Deere Backhoes

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



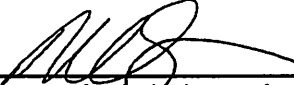
6 UNSWORN DECLARATION

My name is RYAN WAGNER, and my date of birth is 6/23/1980.

My address is 16415 N. IH-35, PFLUGERVILLE, TX, 78660, USA.
(street) (city) (state) (zip code) (country)

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

Executed in TRAVIS County, State of TEXAS, on the 7th day of NOVEMBER, 2018.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.16

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to John Deere Construction Retail Sales for the purchase of a 2018 John Deere 410L Backhoe Loader for the Parks and Recreation Department.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/20/2018

Dept Director: Chad McDowell, General Services Director

Cost: \$110,413.16

Indexes: General Self-Financed Purchases

Attachments: Resolution, Quote, Form 1295

Department: General Services Department

Text of Legislative File 2018-6123

Backhoe on req.# 190173 #A14 will be going to the Parks and Recreation Department and replacing 970635 due to it being a 1997 year with 5142 hours and 21 years of age. This backhoe has also been very high on Maintenance cost and we have spent \$48,778.00 on this backhoe in the past ten years. Our normal replacement of backhoes and equipment are 4000 hours and or ten years of age.

Cost: \$110,413.16

Source of Funds: General Self-Financed

RESOLUTION NO. R-2018-6123

WHEREAS, the City of Round Rock (“City”) desires to purchase a 2018 John Deere 410L Backhoe Loader for the Parks and Recreation Department; and

WHEREAS, City is a member of the Sourcewell Cooperative (f/k/a National Joint Powers Alliance), a cooperative purchasing program; and

WHEREAS, John Deere Construction Retail Sales is an approved vendor of the Sourcewell Cooperative; and

WHEREAS, the City wishes to issue a purchase order to John Deere Construction Retail Sales,
Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the City Manager is hereby authorized and directed to issue a purchase order to John Deere Construction Retail Sales for the purchase of a 2018 John Deere 410L Backhoe Loader for the Parks and Recreation Department.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 20th day of November, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



Investment Proposal (Quote)

RDO Equipment Co.
16415 N IH-35
Pflugerville TX, 78660
Phone: (512) 272-4141 - Fax: (512) 272-9365

Proposal for:
CITY OF ROUND ROCK
ATTN ACCOUNTS PAYABL
221 E MAIN ST
ROUND ROCK, TX, 786645299
WILLIAMSON

Investment Proposal Date: 10/1/2018
Pricing Valid Until: 10/31/2018
Deal Number: 1122999
Customer Account#: 5567005
Sales Professional: Tim Schuelke
Phone: (512) 272-4141
Fax:
Email:

Comments

SOURCEWELL PRICING: JOHN DEERE SOURCEWELL CONTRACT # 032515-JDC/EXPIRATION DATE 05/19/2019
CITY OF ROUNDROCK SOURCEWELL I.D # 96079

GENERAL FUND 410L/4WD/DEERE HYD THUMB/CAB&AC/EXT BOOMWAIN ROY TYPE COUPLER AND BUCKET/FULL LIGHTING/FORK BRACKETS

Equipment Information

Quantity	Serial Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD	0	New 2018 JOHN DEERE 410L Freight In FACTORY FREIGHT Freight Out DELIVERY Prep / Reconditioning PDI Other Hooks on bucket for fork bar Customer Discount SOURCEWELL DISCOUNT 44% OFF OF LIST Warranty -John Deere Comprehensive-36 Months, 3000 Hours,Deductible: 200, Exp Date: 10/31/2021	\$185,186.00 \$2,350.00 \$450.00 \$1,250.00 \$740.00 (\$81,481.84) \$1,919.00
Equipment Subtotal:				\$110,413.16

Purchase Order Totals

Balance:	\$110,413.16
Tax Rate 3: (TXEG 0%)	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$110,413.16
Cash with Order:	\$0.00
Balance Due:	\$110,413.16

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2018 JOHN DEERE 410L	0AB0T 410L BACKHOE LOADER 1085 ENGINE FT4 170C JDLINK 5YR TEMP LICENSE 50HR 2035 CAB 2401 DECAL ENG W/ENG PACKET 3065 AXLE MFWD W/LIMITED SLIP 4466 TIRE GAL 21L24 12.5/80-18. 5225 CNTRL 2 LEVER MECHANICAL ISO 5430 COUPLER TOP HOOK QUICK 5660 BUCKET HD TOP HOOK 24" 6020 DIPPER EXTENDABLE 6230 HYD,AUX W/1&2WAY FLOW, THUMB 7025 LDR 1 LEVER, NO AUX 7655 LDR BUCKET 1.5CY LONG LIP 8485 COUNTERWEIGHT 1250LB. 8635 BATTERY SINGLE W/JUMP POST 9060 MIRRORS INTERIOR 9110 RIDE CONTROL 9235 THUMB 42" LONG 9505 MFWD FULL GUARD

AUTHORIZED PURCHASES LIST
FY 2018/19 Master Capital List
Mobile Equipment/Vehicles

Item #	Acct Number	Department	Mobile Equipment/Vehicle Purchase	Mobile Equipment/Vehicle Replaced	Req #	Budget	Encumbered (Requisition Amt)
A14	55119001-6129	PARD- Parks	410L/430F	John Deere	190173	\$ 130,000	\$ 110,413.16

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2018-425456

Date Filed:
11/14/2018

Date Acknowledged:

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

RDO Equipment Company
Pflugerville, TX United States

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

City of Round Rock

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

000000 Mobile Equipment
John Deere Backhoes

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	-N/A-			

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is RYAN WAGNER, and my date of birth is 6/23/80.

My address is 16415 N. IH-35, PFLUGERVILLE, TX, 78660, USA.
(street) (city) (state) (zip code) (country)

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

Executed in TRAVIS County, State of TEXAS, on the 14th day of NOVEMBER 2018.
(month) (year)

[Signature]
Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.17

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Texas Roofing Co., Inc. for the purchase of general building construction trades services (roofing).

Type: Resolution

Governing Body: City Council

Agenda Date: 11/20/2018

Dept Director: Chad McDowell, General Services Director

Cost: \$1,100,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Bid Tab, Form 1295

Department: General Services Department

Text of Legislative File 2018-6100

Invitation for Bids were solicited for Roofing Services and received a total of one (1) bid. The City intends to award one contract based on the Best Value for the City. An anticipated total contract award will be made by the City in an amount not to exceed \$220,000.00 yearly.

The City recommends an award to Texas Roofing Co., Inc. to provide the required Roofing Services for the City of Round Rock.

The term of this agreement shall be for sixty (60) months.

Cost: \$1,100,000.00 (5 years)

Source of Funds: General Fund

RESOLUTION NO. R-2018-6100

WHEREAS, the City of Round Rock has duly advertised for bids to purchase certain on-site services in the nature of general building construction trades services (roofing) to be performed on and in various commercial and residential City-owned or City-occupied buildings on a directed as-needed basis, and for associated goods and services; and

WHEREAS, Section 252.043 of the Texas Local Government Code requires a city to award a contract to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the city based on criteria set forth in §252.043(b); and

WHEREAS, while only one bid was received from Texas Roofing Co., Inc., the City has determined that the bid is acceptable and that Texas Roofing Co., Inc. will provide said goods and services at the best value for the City; and

WHEREAS, the City Council wishes to accept the bid of Texas Roofing Co., Inc., Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Purchase of General Building Construction Trades Services (Roofing Trade) from Texas Roofing Co., Inc., a copy of said Agreement being attached hereto as Exhibit "A" and incorporated herein.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 20th day of November, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT
FOR PURCHASE OF GENERAL BUILDING CONSTRUCTION
TRADES SERVICES (ROOFING TRADE) FROM
TEXAS ROOFING CO., INC.**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

This Agreement for on-site services in the nature of general building construction trades services (roofing) to be performed on and in various commercial and residential City-owned or City-occupied buildings on a directed as-needed basis, and for related goods and services, referred to herein as the "Agreement," is made and entered into on this the 13th day of the month of September, 2018, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and TEXAS ROOFING CO., INC., referred to herein as "Texas Roofing," whose offices are located at 16809 Radholme Court, Round Rock, Texas 78664. This Agreement supersedes and replaces any previous agreements between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase certain on-site services in the nature of general building construction trades services (roofing) to be performed on and in various commercial and residential City-owned or City-occupied buildings on a directed as-needed basis, and associated goods and services, and City desires to purchase same from Texas Roofing; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said goods, and City has selected the bid submitted by Texas Roofing; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Texas Roofing whereby City is obligated to buy specified services and Texas Roofing is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid designated Solicitation Number 18-018REBID (b) Texas Roofing's Response to IFB; (c) contract award; and (d) any

AN

exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Texas Roofing's Response to IFB;
- (3) City's Invitation for Bids, exhibits, and attachments.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

F. **Texas Roofing** means Texas Roofing Co., Inc. or any of its successors or assigns.

2.01 EFFECTIVE DATE, INITIAL TERM, AND ALLOWABLE RENEWALS

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.

B. The term of this Agreement shall be for sixty (60) months from the effective date hereof.

C. Prices shall be firm for the duration of this Agreement and for any renewal periods. No separate line item charges shall be permitted for invoicing purposes, including but not limited to equipment rental, demurrage, costs associated with obtaining permits, or any other extraneous charges. City may permit "unit price" adjustments upwards only in accordance with Part III, Item 6 of City's Invitation for Bid included as a part of Exhibit "A," attached hereto and incorporated herein by reference for all purposes. Any price increase shall be requested by Texas Roofing in writing and accompanied by the appropriate documentation to justify the requested increase. Texas Roofing may offer price decreases at any time and in excess of any allowable percentage changes.

D. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Texas Roofing to supply the services as outlined in IFB Solicitation Number 18-018REBID; and Response to IFB submitted by Texas Roofing, all as specified in Exhibit "A." The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and as offered by Texas Roofing in its Response to the IFB.

The services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 ITEMS AWARDED

Only if, as, and when needed by City, roofing services are awarded to Texas Roofing in accordance with bid items shown on Attachment A – Bid Sheet of Exhibit "A," as follows:

Roofing	
Roofer Hourly Labor Rate	\$55.00 (no minimum hours)
Roofer Overtime Hourly Rate	\$65.00 (no minimum hours)
Roofer Helper Hourly Labor Rate	\$45.00 (no minimum hours)
Roofer Overtime Helper Hourly Labor Rate	\$55.00 (no minimum hours)
Materials (if on Cost-Plus basis)	
Percentage Markup	10%

5.01 COSTS

A. Only if, as, and when needed by City, the bid costs listed on Attachment A – Bid Sheet of Exhibit "A," which are specifically relevant to the referenced bid items, shall be the basis of any charges collected by Texas Roofing.

B. Texas Roofing specifically acknowledges and agrees that City is not obligated to use any estimated annual quantity of services, and City may not expend in excess of **Two Hundred Twenty Thousand and No/100 Dollars (\$220,000.00) per year** for Texas Roofing's services for a total not-to-exceed amount of **One Mullion One Hundred Thousand and No/100 Dollars (\$1,100,000.00)** for the term of this Agreement.

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Texas Roofing;
- B. Purchase Order Number;

- C. Description and quantity of items received; and
- D. Delivery dates.

7.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City of Round Rock's bid, with the consent and agreement of the successful vendor(s) and Round Rock. Such agreement shall be conclusively inferred for the vendor from lack of exception to this clause in the vendor's response. However, all parties hereby expressly agree that the City of Round Rock is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Round Rock is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

8.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Texas Roofing a written notice of termination at the end of its then-current fiscal year.

9.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Texas Roofing will be made within thirty (30) days of the date City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the goods or services, whichever is later. Texas Roofing may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

A. There is a bona fide dispute between City and Texas Roofing, a contractor, subcontractor, or supplier about the goods delivered or the service performed that causes the payment to be late; or

B. There is a bona fide dispute between Texas Roofing and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or

C. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or

D. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

10.01 GRATUITIES AND BRIBES

City may, by written notice to Texas Roofing, cancel this Agreement without incurring any liability to Texas Roofing if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Texas Roofing or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Texas Roofing may be subject to penalties stated in Title 8 of the Texas Penal Code.

11.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Texas Roofing's charges.

12.01 ORDERS PLACED WITH ALTERNATE VENDORS

If Texas Roofing cannot provide the services as specified, City reserves the right and option to obtain same from another source or supplier(s).

13.01 INSURANCE

Texas Roofing shall meet all requirements as stated in Part II, Section 2 of the attached IFB Solicitation Number 18-018REBID.

14.01 CITY'S REPRESENTATIVE

City hereby designates the following representative(s) authorized to act in its behalf with regard to this Agreement:

Pete Dominguez, Facilities Manager
City of Round Rock
212 Commerce Cove
Round Rock, TX 78664
512-341-3144
pdominguez@roundrocktexas.gov

15.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

16.01 DEFAULT

If Texas Roofing abandons or defaults hereunder and is a cause of City purchasing the specified services elsewhere, Texas Roofing agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Texas Roofing shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations hereunder;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

17.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Texas Roofing.

B. In the event of any default by Texas Roofing, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Texas Roofing.

C. Texas Roofing has the right to terminate this Agreement only for cause, in the event of material and substantial breach by City, or by written mutual agreement to terminate.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Texas Roofing, Texas Roofing shall discontinue all services in connection with performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such termination notice, Texas Roofing shall submit a statement showing in detail the goods and services satisfactorily performed hereunder to the date of termination. City shall then pay Texas Roofing that portion

of the charges, if undisputed. The parties agree that Texas Roofing is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

18.01 INDEMNIFICATION

Texas Roofing shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Texas Roofing, or Texas Roofing's agents, employees or subcontractors, in the performance of Texas Roofing's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Texas Roofing (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Texas Roofing, its agents, employees and subcontractors shall use best efforts to comply with all federal and state laws, City's Charter and Ordinances, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. Texas Roofing acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements or the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination Systems (TPDES). JNA agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. Texas Roofing agrees to comply with the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, Texas Roofing agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

C. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Texas Roofing verifies Texas Roofing does not boycott Israel and will not boycott Israel during the term of this Agreement.

20.01 ASSIGNMENT AND DELEGATION

The parties hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

21.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- A. When delivered personally to recipient's address as stated in this Agreement; or
- B. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Texas Roofing:

Texas Roofing Co., Inc.
16809 Radholme Court
Round Rock, Texas 78664

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO: Stephen L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Texas Roofing.

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

23.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Texas Roofing and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

24.01 DISPUTE RESOLUTION

City and Texas Roofing hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

25.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any such void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined to be void.

26.01 MISCELLANEOUS PROVISIONS

Standard of Care. Texas Roofing represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Texas Roofing understands and agrees that time is of the essence and that any failure of Texas Roofing to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Texas Roofing shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Texas Roofing's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Texas Roofing shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

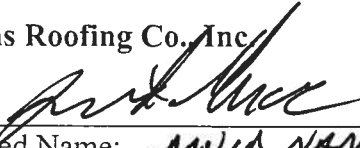
Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Texas Roofing have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Texas Roofing Co. Inc.

By:  _____
Printed Name: DAVID NANCE
Title: VICE-PRESIDENT
Date Signed: 9-13-18

For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney



City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

INVITATION FOR BID (IFB)

ROOFING SERVICES

SOLICITATION NUMBER 18-018REBID

JUNE 2018

Exhibit "A"

DN

PART I
GENERAL REQUIREMENTS
ROOFING SERVICES

PURPOSE: The City of Round Rock, herein after "the City" seeks an agreement with a qualified firm(s) to provide on-site Roofing Services for various City owned or occupied buildings on an as needed basis.

The City intends to award one primary contract and one secondary contract based on the Best Value for the City. The City may contact the Prime Contractor and/or Secondary Contractor to request a quote by project and will select the Contractor that best meets the needs of the City.

An anticipated total contract award will be made by the City in an amount not to exceed \$220,000 per year.

1. **BACKGROUND:** The City has approximately 800,000 square feet of maintained property and occupies approximately 46 facilities. The buildings consist of both commercial and residential type structures.
2. Facilities that may require professional roofing services include but are not limited to office buildings, fire stations, parks facilities, police facilities, and parking garages.
3. **SOLICITATION PACKET** – This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Pages 2-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 5
Part III – Supplemental Terms and Conditions	Pages 6-8
Part IV – Specifications	Pages 9-12
Attachment A – Bid Sheet	Page 13
Attachment B – Reference Sheet	Page 14
Attachment C – Prevailing Wage	Page 15
Attachment D – Respondent Questionnaire	Page 16

4. **AUTHORIZED PURCHASING CONTACT:** For questions or clarification of specifications, you may contact:

Yvonne Hopkins, CTPM
Purchaser, Purchasing Division
City of Round Rock
E-mail: yhopkins@roundrocktexas.gov

The individual listed above may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

5. **SCHEDULE OF EVENTS**: It is the City's intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	June 14, 2018
Deadline for submission of questions	Friday, June 22, 2018 @ 5:00PM, CST
City responses to questions or addendums	Monday, June 25, 2018 @ 4:00PM, CST
Deadline for submission of responses	Friday, June 29, 2018 @ 3:00PM, CST

All questions regarding the solicitation shall be submitted in writing by 5:00PM, CST on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at:

<https://www.roundrocktexas.gov/departments/purchasing/>

Questions shall be submitted in writing to the "Authorized Purchasing Contact". The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:

<https://www.roundrocktexas.gov/departments/purchasing/>

6. **SOLICITATION UPDATES**: Respondents shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/departments/purchasing/> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

7. **RESPONSE DUE DATE**: Signed and sealed responses are due at or before 3:00PM, on the due date noted in PART I, Section 5 – Schedule of Events. Mail or hand deliver sealed responses to:

City of Round Rock
Attn: Yvonne Hopkins
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299

7.1 Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".

7.2 Facsimile or electronically transmitted responses are not acceptable.

7.3 Responses cannot be altered or amended after opening.

7.4 No response can be withdrawn after opening without written approval from the City for an acceptable reason.

7.5 The City will not be bound by any oral statement or offer made contrary to the written specifications.

7.6 Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

8. **BIDDER RESPONSE REQUIREMENTS**: The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Bidders are encouraged to carefully read the entire solicitation.

Bidders shall submit one (1) evident signed "Original" and four (4) copies of the response requirements including any required attachments and one (1) electronic copy of the IFB response on a flash drive. The samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

This invitation for bid (IFB) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/Rfq/IFB.

For your bid to be responsive, the attachments identified below shall be submitted with your proposal:

- **ATTACHMENT A – BID SHEET:** The bid response shall be submitted on itemized, signed Bid Sheet provided in the solicitation packet. Failure to complete and sign the bid sheet may result in disqualification. If there is a conflict between the unit price and extended price, the unit price will take precedence. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.
- **ATTACHMENT B – REFERENCE SHEET:** Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.
- **ATTACHMENT D – RESPONDENT QUESTIONNAIRE:** Complete the respondent questionnaire and submit with bid packet. Attach additional pages as needed. Failure to complete the respondent questionnaire may result in disqualification.
- **ADDENDUMS** – All addendums will be posted to the City's website according to the Schedule of Events in Part I, Section 5. All addendums must be signed and dated and returned with your sealed proposal response to the Purchasing Office. Failure to do so may automatically disqualify your response from consideration for award.

9. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- 9.1 Purchase price;
- 9.2 Reputation of Respondent and of Respondent's goods and services;
- 9.3 Quality of the Respondent's goods and services;
- 9.4 The extent to which the goods and services meet the City's needs;
- 9.5 Respondent's past performance with the City;
- 9.6 The total long-term cost to the City to acquire the Respondent's goods or services;
- 9.7 Any relevant criteria specifically listed in the solicitation.

Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information.

9.8 EVALUATION FACTORS

Total 100 Points

- Cost – **60 Points**
- Response to Attachment D – Respondent Questionnaire: **40 Points**
 - Training and development – 10 Points
 - Vehicle and equipment list – 5 Points
 - Company and individual work experience – 25 Points

10. **CONFIDENTIALITY OF CONTENT:** As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, all documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances

- 10.1** Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
- 10.2** If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.
- 11. CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

PART II

DEFINITIONS, STANDARD TERMS AND CONDITIONS AND INSURANCE REQUIREMENTS

- 1. DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Bidder agrees that the City's Definitions, Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of Bidders to stay apprised of changes. The City's Definitions, Standard Terms and Conditions can be viewed and downloaded from the City's website at:
<https://www.roundrocktexas.gov/departments/purchasing/>
- 2. INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at:
<https://www.roundrocktexas.gov/departments/purchasing/>

PART III
SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - 1.1 The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - 1.2 Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 90 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - 2.1 Be firms, corporations, individuals or partnerships normally engaged in providing commercial Roofing services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - 2.2 The selected respondent(s) shall provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools and all associated costs. The City shall not be responsible for any Respondent's tools, equipment or materials lost or damaged during the performance of the services specified herein;
 - 2.3 Commercial Business location from which work crews are dispatched is required to be in a 35-mile radius of downtown Round Rock.
3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in commercial Roofing services.
4. **PREVAILING WAGE:** Pursuant to Chapter 2258 of the Texas Government Code, a worker employed on a public work project by a city must be paid: (1) not less than the general prevailing wage rate of per diem wages for work of a similar character in the locality in which the work is performed; and (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work. In accordance with Chapter 2258.022, the City adopted through Resolution No. R-2016-3760 the wage rates set forth by the Texas Workforce Commission for the Austin-Round Rock Area as the general prevailing wage rate for the City's public works contracts. A contractor or subcontractor who is awarded a contract by the City shall pay not less than the rates set forth in Attachment C – Prevailing Wage Rates and comply with all applicable sections of Chapter 2258.
Attachment C – Prevailing Wage Rates are posted in Solicitation Documents for IFB No. 18-018REBID Roofing Services on the City of Round Rock website at:
<https://www.roundrocktexas.gov/businesses/solicitations/>
5. **PRICING:** The Bidder shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges shall be permitted for either response or invoice purposes.
6. **PRICE INCREASE:** Contract prices for Roofing Services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 5% for any single line item.
 - 6.1 **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for

the base year six-month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi/>.

6.2 Procedure to Request Increase:

6.2.1 Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:

**City of Round Rock
Purchasing Department
Attn: Contract Specialist
221 East Main Street
Round Rock, TX 79664-5299**

6.2.2 Upon receipt of the request, the City reserves the right to either, accept the escalation and make change to the purchase order within 30 days of the request, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.

7. PERFORMANCE REVIEW: The City reserves the right to review the awarded respondents' performance anytime during the contract term.

8. ACCEPTANCE/INSPECTION: Acceptance inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City; the vendor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere and the vendor may be charged liquidated damages.

9. ORDER QUANTITY: The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.

10. WORKFORCE: Contractor shall:

10.1 Ensure Respondent's employees perform the services in a timely, professional and efficient manner;

10.2 Ensure Respondent's employees, wear a company uniform that clearly identifies them as the Respondent's employee, while working on City property;

10.3 Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States;

10.4 Provide background checks on all employees assigned to a project prior to commencement of work to the City's designated representative;

10.5 The City will provide the Contractor, the Designated Contact person, and any employees required for the work, access to the sites where services are required upon approval of the City's designated representative. The City's designated representative shall issue security badges to all Respondent's employees assigned to a project. All employees shall be required to wear the badge in a visible manner at all times while on City property.

- 11. PERMITS:** The Contractor shall verify and obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified if required for the project.
- 12. AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at: <https://www.roundrocktexas.gov/businesses/solicitations/>
- 13. POST AWARD MEETING:** The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
- 13.1 The method to provide a smooth and orderly transition of services performed from the current contractor;
 - 13.2 Provide City contact(s) information for implementation of agreement.
 - 13.3 Identify specific milestones, goals and strategies to meet objectives.
- 14. POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
- 14.1 Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
- 14.2 The City's designated representative shall be:**
- Pete Dominguez
Facility Maintenance Manager
General Services
Phone: 512-801-4547
E-mail: pdominguez@roundrocktexas.gov
- 15. INTERLOCAL PURCHASING AGREEMENTS:**
- 15.1** The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
- 15.2** The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

PART IV **SPECIFICATIONS**

1. **HISTORY**: The City has approximately 800,000 square feet of maintained property and occupies approximately 46 facilities. The buildings consist of both commercial and residential type structures. Facilities maintained vary and can include but are not limited to office buildings, Police department, fire stations, parks facilities and parking garages.
Projects vary and are under the supervision of the City's designated representative:
Pete Dominguez, Facilities Maintenance Manager
Phone #: 512-801-4547
Email: pdominguez@roundrocktexas.gov
2. **SCOPE OF WORK**: The Contractor shall provide on-site services including all materials and labor necessary to perform maintenance, repair, renovations, installation or alteration for various City owned or occupied locations on an as needed basis for Roofing Services.
 - 2.1 Services shall consist of repairs and miscellaneous projects.
 - 2.2 Services performed shall require prior authorization from the City's Facility Maintenance Department. Only services meeting the herein mentioned specifications on workmanship (See PART III, Paragraph 2) will be accepted.
3. **WORKMANSHIP**: Only first-class work shall be performed and all materials furnished in carrying out this agreement shall be of character and quality as required by the project specifications. Where no standard is specified, for such work or materials, they shall be the best of their respective trade and be compliant with all applicable code requirements.
 - 3.1 All materials used in any project shall be new unless pre-approved by the City's designated representative.
 - 3.2 At the conclusion of each project the Contractor shall demonstrate to the City's designated representative that the work is fully operational and in compliance with contract specifications and codes. Any unsatisfactory work done or materials furnished at whatever time they may be discovered shall be promptly and permanently corrected at the sole expense of the Contractor prior to final acceptance of work when notified to do so by the authorized City representative.
 - 3.3 The Contractor shall at all times keep the adjacent areas of the work site free from rubbish and the accumulation of any waste materials. It is the Contractor's responsibility to properly dispose of all rubbish and waste materials according to applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations. Should the Contractor neglect or refuse to remove such unsatisfactory work or materials within forty eight (48) hours of notice by the City, or if they fail to make satisfactory progress in doing so, the City may cause said work or materials to be removed and satisfactorily replaced by contract or otherwise and the expense thereof shall be charged to the Contractor. Such expense shall be deducted from any monies due or shall become due to the City by the Contractor under the agreement.
4. **WORKFORCE**: Contractor and all employees shall perform the services in a timely, professional and efficient manner. The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations.
 - 4.1 The Contractor shall employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
 - 4.2 The Respondent shall provide background checks on all employees assigned to a project prior to commencement of work to the City's designated representative. The background check method will be approved by the City in advance.

- 4.3 The City will provide the Contractor, the Designated Contact person, and any employees required for the work, access to the sites where services are required upon approval of the City's designated representative. The City's designated representative shall issue security badges to all Respondent's employees assigned to a project. All employees shall be required to wear the badge in a visible manner at all times while on City property.
5. **ROOFER REQUIREMENTS:** The following contains the minimum requirements and experience for Roofer services required by the City. The Contractor shall ensure that all personnel are skilled and qualified to perform the services as requested.
- 5.1 Roofer's License is required. Contractor shall provide Roofer's License with IFB submittal.
- 5.2 The functions shall include but not be limited to lay out projects, recommendations for solutions, and other roofing work as described by the project manager.
- 5.3 Contractor shall be familiar with and have a working knowledge of all tools and equipment applicable to the roofing trade, and have extensive knowledge of roofing materials and all standard commercial and residential roofing systems.
- 5.4 Contractor must be able to work unsupervised and run a crew.
- 5.5 The Roofer shall have at least five (5) years' experience in commercial and residential roofing systems and possess all the necessary tools required to complete projects specified by the City.
- 5.6 It is the responsibility of the Contractor to supervise their employees and to assure that the work crew acts in a professional manner in regards to conduct, dress and language. Employees that are found to be non-compliant with these requirements shall be removed by the Contractor from City property.
6. **DESIGNATED CONTACT PERSON:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified crew leader/point of contact upon award of the contract.
- 6.1 The City shall be provided with the designated person's name and telephone number.
- 6.2 This contact person shall remain the same throughout the term of the contract or upon termination of the contact person. If a change has been made in the contact person due to termination, the City's designated representative shall be notified by the Contractor immediately at the time of the change. NO substitutions of key personnel shall be permitted without written approval of the authorized City's designated representative.
- 6.3 Answering machines are unacceptable as a point of contact.
- 6.4 The contact person shall be identified on the Solicitation document and may be required to attend an oral presentation to the selection team prior to award of contract.
7. **WARRANTY:** Successful Respondent shall provide a one (1) year warranty on all workmanship and parts including but not limited to manufacturer's warranty, workmanship defects, and installation. All warranty work shall be completed within five (5) working days from notice of defect.
8. **RESPONSE TIME:** Response times shall be as follows:
- 8.1 **Regular business hours** shall be from 7:00AM to 6:00PM.
- 8.2 **Non-Emergency Service Calls:** Successful Respondent shall respond and provide a written estimate for non-emergency service calls within two (2) days and begin work within five (5) days of the original request.
9. **REGULAR AND OVERTIME WORK HOURS:** Regular Business hours are 7:00 am to 6:00 pm Monday through Friday. Overtime pay consisting of hours outside the designated regular business hours, will be allowed by the City if deemed necessary and approved by the City's designated representative in advance of work. Overtime

work performed in excess of regular work hours or on weekends or holidays shall be based on the rate of regular labor not to exceed one and one half (1 ½) times the fixed hourly rate for the tradesman performing the service. Respondent shall submit a total hourly and overtime rate price for labor that includes, but is not limited to, all costs for labor, overhead charges, travel, and payroll expenses.

10. **SAFETY**: The Successful Respondent and their respective employees are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services. All Successful Respondents shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract. In case of conflict, the most stringent safety requirement shall govern. The Successful Respondent shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Successful Respondent's obligations under this paragraph.

10.1. **Material Safety Data Sheets**: Successful Respondent shall be required to have in their possession at the location of each project and available upon request, material safety data sheets applicable to hazardous substances.

11. **ESTIMATES**: Contractor shall provide a non-binding written "Not to Exceed" estimate on all projects at no charge to the City upon request. It is the Contractor's responsibility to ensure that all information is complete to provide an accurate estimate. The City will not incur charges from the Contractor until the Contractor arrives on site and begins work. In certain circumstances a sample of materials to be used in a project may be requested by the City's designated representative for approval before work commences. Any single project shall not exceed \$50,000.

11.1 **Each written estimate shall include the following information:**

- 11.1.1 Department name and location of the project;
- 11.1.2 Contractor's designated contact name and telephone number;
- 11.1.3 Breakdown of Labor costs (Number of workers, hourly rate);
- 11.1.4 Materials (Detailed description, quantity, unit price and extended price amounts);
- 11.1.5 Cost of Equipment rented to complete project;
- 11.1.6 Total Cost (Labor and materials);
- 11.1.7 Description specifying work to be done;
- 11.1.8 Time projected to complete the project.

12. **SITE INSPECTION**: It shall be the responsibility of the Contractor to visit and inspect the locations prior to the submittal of a proposal. No variation in price or conditions shall be permitted based on claims of not being knowledgeable, aware, or informed of all requirements and specifications for a job assignment. Submittal of the proposal is evidence the Contractor has familiarized himself with the nature and extent of the work and any local conditions that may, in any manner, affect the scope of the work to be done and the equipment, materials and labor required. Inspection must be scheduled by contacting the City's designated representative.

13. **DELIVERY AND STORAGE**: It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing roofing material and supplies for each project. The City will not assume any responsibility for receiving these shipments. The Contractor shall verify with the City's designated representative and make necessary arrangements for security and storage space in the building during the project.

14. **WORK REPORTS**: Respondent shall complete and furnish a work report for each project. A copy of each work report shall be presented with time and material used. Reports shall include, at a minimum, the following information:

- 14.1 Location of the worksite;

- 14.2 Date and time of arrival at worksite;
 - 14.3 Time spent for repair;
 - 14.4 Date and time work at location is completed;
 - 14.5 Part(s) ordered and Equipment rented, if necessary;
 - 14.6 A detailed description of all the completed repair work certifying the location is in working order, shall be signed by the City's designated representative at the time the work is performed.
15. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
- 15.1 Bids per project shall not exceed 10% waste expectation on all quantities.
 - 15.2 Prices for materials may be on a cost-plus basis. The percentage (%), if any, of markup will be designated by the Respondent on the Solicitation Document. Invoices for work performed, shall require a copy of supplies receipt to be included. Failure to provide the cost-plus percentage (%) on an invoice may result in payment at cost.
16. **INVOICE REQUIREMENTS:** Each project shall be invoiced separately. The Contractor shall include the following detailed information on each invoice:
- 16.1 The total hours worked and hourly rate for labor. Labor hours shall include costs of labor, overhead charges, travel, and payroll expenses.
 - 16.2 Supplies and materials: The cost of supplies and materials shall be listed separately from labor. A maximum percentage markup, as indicated on Attachment A – Bid Sheet, will be allowed for material.
 - 16.3 Invoices shall have attached a copy of paid materials receipt from the supplier.

ATTACHMENT A – BID SHEET
60 Points

1. **ATTACHMENT A – BID SHEET** is posted in Solicitation Documents for IFB No. 18-018REBID Roofing Services in an Excel format on the City of Round Rock website at:
<https://www.roundrocktexas.gov/businesses/solicitations/>
 - 1.1 In order to be considered responsive, Attachment A – Bid Sheet must be completed, signed by an authorized representative, and returned by the deadline for submission of response indicated in Part I, Section 5 – Schedule of Events.
 - 1.2 The Respondent, by submitting and signing Attachment A – Bid Sheet, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.
 - 1.3 In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <https://roundrock.munisselfservice.com/Vendors/default.aspx>.
 - 1.4 By the signature affixed on Attachment A – Bid Sheet, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business.
 - 1.5 The Respondent agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and the amounts shown on bid sheet.

Attachment A - Bid Sheet

ROOFING SERVICES

IFB No. 18-018REBID

The Respondent represents by their signature below that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation documents contained in IFB No. 18-018REBID Roofing Services. The Respondent acknowledges that he/she has received and read the entire solicitation packet, attachments and all documents incorporated by reference, and agrees to be bound by the terms therein. An anticipated total contract award will be made by the City in an amount not to exceed \$220,000 per year.

Special Instructions: All prices must be quoted in order to be considered responsive. Be advised that exceptions taken to any portion of the solicitation may jeopardize acceptance of the bid.

Signature required on this Bid Sheet.

Cost - Up to 60 Points			
No.	Description	Unit	Unit Cost
1	Roofer Regular Hourly Labor Rate	Per Hour	\$55.00
2	Roofer Overtime Hourly Labor Rate The overtime rate shall not exceed one and one half times (1 ½) the regular hourly rate.	Per Hour	\$65.00
3	Roofer Helper Regular Hourly Labor Rate	Per Hour	\$45
4	Roofer Helper Overtime Hourly Labor Rate. The overtime rate shall not exceed one and one half times (1 ½) the regular hourly rate.	Per Hour	\$55
5	<u>Information Only.</u> Prices for Material shall be on a cost-plus basis. The Percentage (%) if any, of markup will be:	Percentage Markup	10%

Attachment D - Respondent Questionnaire

Up to 40 Points

10 Points for staff training and development

5 Points for vehicle and equipment list

25 Points for company and individual work experience

COMPANY NAME: Texas Roofing Co., Inc.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

PRINTED NAME: Robert Herbert

PHONE NUMBER: 512-252-8920 x21 | m. 512-801-8596

EMAIL ADDRESS: robert@texasroofing.com | service@texasroofing.com

W

Exhibit "A"

(Page 1 of 1)

**ATTACHMENT B
REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: IFB No. 18-018REBID
RESPONDENT'S NAME: Texas Roofing Co., Inc. **DATE:** 7/10/2018

Provide the name, address, telephone number and E-MAIL of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

1. Company's Name Austin ISD
Name of Contact Robert Ross
Title of Contact Construction Project Manager
E-Mail Address Robert.Ross@austinisid.org
Present Address 812 San Antonio Street
City, State, Zip Code Austin, Texas 78701
Telephone Number (512)962-2010 Fax Number: ()

2. Company's Name Round Rock ISD
Name of Contact John Harrison
Title of Contact Roofing Project Manager
E-Mail Address john_harrison@roundrockisd.org
Present Address _____
City, State, Zip Code _____
Telephone Number (512) 294-5973 Fax Number: ()

3. Company's Name LCRA
Name of Contact Steven Jarvis PE
Title of Contact Plant Operations Engineer
E-Mail Address steven.jarvis@lcra.org
Present Address PO Box 679000
City, State, Zip Code Austin, Texas 78767
Telephone Number (512)80-8632 Fax Number: ()

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

ATTACHMENT C PREVAILING WAGE

1. **ATTACHMENT C – Prevailing Wage Rates** are posted in Solicitation Documents for IFB No. 18-018REBID Roofing Services on the City of Round Rock website at:

<https://www.roundrocktexas.gov/businesses/solicitations/>
2. **PREVAILING WAGE**: Pursuant to Chapter 2258 of the Texas Government Code, a worker employed on a public work project by a city must be paid: (1) not less than the general prevailing wage rate of per diem wages for work of a similar character in the locality in which the work is performed; and (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work. In accordance with Chapter 2258.022, the City adopted through Resolution No. R-2016-3760 the wage rates set forth by the Texas Workforce Commission for the Austin-Round Rock Area as the general prevailing wage rate for the City's public works contracts. A contractor or subcontractor who is awarded a contract by the City shall pay not less than the rates set forth in Attachment C and comply with all applicable sections of Chapter 2258.

ATTACHMENT C- PREVAILING WAGE

2016 ANNUAL TEXAS WORKFORCE COMMISSION WAGE

DATES

Construction and Extraction Occupations	Hourly	\$12.32
First-Line Supervisors of Construction Trades and Extraction Workers	Hourly	\$18.79
Brickmasons and Blockmasons	Hourly	\$20.94
Carpenters	Hourly	\$13.28
Floor Layers, Except Carpet, Wood, and Hard Tile	Hourly	\$12.00
Tile and Marble Setters	Hourly	\$12.20
Cement Masons and Concrete Finishers	Hourly	\$12.92
Construction Laborers	Hourly	\$10.81
Paving, Surfacing, & Tamping Equipment Operators	Hourly	\$12.41
Pile-Driver Operators	Hourly	\$14.65
Operating Engineers and Other Construction Equipment	Hourly	\$13.80
Drywall and Ceiling Tile Installers	Hourly	\$14.28
Electricians	Hourly	\$15.80
Glaziers	Hourly	\$13.08
Insulation Workers, Floor, Ceiling, and Wall	Hourly	\$13.29
Insulation Workers, Mechanical	Hourly	\$14.52
Painters, Construction and Maintenance	Hourly	\$12.25
Pipelayers	Hourly	\$13.19
Plumbers, Pipefitters, and Steamfitters	Hourly	\$14.46
Reinforcing Iron and Rebar Workers	Hourly	\$13.87
Roofers	Hourly	\$12.38
Sheet Metal Workers	Hourly	\$13.25
Structural Iron and Steel Workers	Hourly	\$14.75
Helpers – Brickmasons, Blockmasons, Stonemasons, and Tile and Marble Setters	Hourly	\$12.36
Helpers – Carpenters	Hourly	\$8.17
Helpers – Electricians	Hourly	\$8.78
Helpers – Pipelayers, Plumbers, Pipefitters, and Steamfitters	Hourly	\$10.04
Helpers – Construction Trades, All Other	Hourly	\$10.34
Construction and Building Inspectors	Hourly	\$19.15
Fence Erectors	Hourly	\$12.17
Hazardous Materials Removal Workers	Hourly	\$12.98
Highway Maintenance Workers	Hourly	\$13.44
Septic Tank Servicers and Sewer Pipe Cleaners	Hourly	\$12.05
Construction and Related Works, All Others	Hourly	\$13.34
Derrick Operators, Oil and Gas	Hourly	\$10.38
Service Unit Operators, Oil, Gas and Mining	Hourly	\$13.22
Earth Drillers, Except Oil and Gas	Hourly	\$16.45
Rock Splitters, Quarry	Hourly	\$10.65
Roustabouts, Oil and Gas	Hourly	\$11.69
Installation, Maintenance, and Repair Occupations	Hourly	\$12.59
First-Line Supervisors of Mechanics, Installers, and Repairers	Hourly	\$19.61

ATTACHMENT C- PREVAILING WAGE

2016 ANNUAL TEXAS WORKFORCE COMMISSION WAGE RATES

Computer, Automated Teller & Office Machinery Repairers	Hourly	\$10.93
Radio Mechanics	Hourly	\$14.11
Telecommunications Equipment Installers and Repair	Hourly	\$15.62
Electric Motor, Power Tool, and Related Repairs	Hourly	\$13.76
Electrical and Electronics Repairers, Commercial and Residential	Hourly	\$16.12
Electrical and Electronic Repairers, Powerhouse Substation, and Relay	Hourly	\$22.18
Electronic Equipment Installers and Repairers, Motor Vehicles	Hourly	\$13.30
Security and Fire Alarm Systems Installers	Hourly	\$17.79
Aircraft Mechanic and Service Technicians	Hourly	\$21.97
Automotive Body and Related Repairs	Hourly	\$15.89
Automotive Glass Installers and Repairers	Hourly	\$14.29
Automotive Service Technicians and Mechanics	Hourly	\$13.38
Bus & Truck Mechanics & Diesel Engine Specialists	Hourly	\$15.61
Farm Equipment Mechanics	Hourly	\$11.52
Mobile Heavy Equipment, Except Engines	Hourly	\$14.84
Motorboat Mechanics	Hourly	\$13.38
Motorcycle Mechanics	Hourly	\$10.79
Outdoor Power Equipment & Other Small Engine Mechanics	Hourly	\$10.31
Recreational Vehicle Service Technicians	Hourly	\$12.75
Tire Repairers and Changers	Hourly	\$10.45
Control and Valve Installers and Repairers, Except Mechanical Door	Hourly	\$14.82
Heating, Air Conditioning and Refrigeration Mechanics and Installers	Hourly	\$16.15
Home Appliance	Hourly	\$13.04
Industrial Machinery Mechanics	Hourly	\$15.74
Maintenance Workers, Machinery	Hourly	\$15.31
Millwrights	Hourly	\$15.79
Electrical Power-Line Installers and Repairers	Hourly	\$15.94
Telecommunications Line Installers and Repairers	Hourly	\$13.68
Medical Equipment Repairers	Hourly	\$19.05
Precision Instrument Repairers, Other	Hourly	\$14.40
Maintenance and Repair Workers, General	Hourly	\$11.42
Coin, Vending, and Amusement Machine Servicers and Repairers	Hourly	\$10.00
Locksmiths and Safe Repairers	Hourly	\$12.93
Helpers – Installation, Maintenance, and Repair Workers	Hourly	\$8.30
Installation, Maintenance & Repair Workers, Other	Hourly	\$10.61
Production Occupations	Hourly	\$10.43
First Line Supervisors of Production and Operating Workers	Hourly	\$19.08
Electrical and Electronic Equipment Assemblers	Hourly	\$11.81
Electromechanical Equipment Assemblers	Hourly	\$15.04
Structural Metal Fabricators and Fitters	Hourly	\$14.88
Team Assemblers	Hourly	\$9.19
Timing Device Assemblers, Adjusters & Calibrators	Hourly	\$16.33

ATTACHMENT C- PREVAILING WAGE

2016 ANNUAL TEXAS WORKFORCE COMMISSION WAGE RATES

Assemblies and Fabricators, All Other	Hourly	\$10.10
Computer Controlled Machine Tool operators, Metal and Plastic	Hourly	\$12.70
Numerical Tool and Process Control Programmers	Hourly	\$20.26
Extruding and Drawing Machine Setters	Hourly	\$12.14
Cutting, Punching, and Press Machine Setters, Operators	Hourly	\$10.91
Grinding, Lapping, Polishing and Buffing Machine	Hourly	\$10.58
Lathe and Turning Machine Tool Setters, Operators	Hourly	\$13.47
Machinists	Hourly	\$14.96

SW

ATTACHMENT D
RESPONDENT QUESTIONNAIRE
40 Points

Name of Business:	Texas Roofing Co., Inc.
Physical Address of Headquarters (HQ):	16809 Radholme Court, Round Rock, TX 78664
Physical Address of Serving Branch: (if different address from HQ)	(same)

1. On a separate sheet of paper, describe types of training and development provided to staff and how often staff receives training. (10 Points)
2. EQUIPMENT LIST: On a separate sheet of paper, provide a comprehensive and detailed list of the types of vehicles and equipment that will be used to support this Roofing contract. (5 Points)
3. Provide the number of full time employees that are eligible to work on City of Round Rock projects:

Number of Employees:	55
----------------------	----

4. How many years has your company been in the Commercial Roofing Business?

Number of years in the commercial Roofing business:	23 in Austin	(Co. started 1935 in Lubbock)
---	--------------	-------------------------------

5. EXPERIENCE: On a separate sheet of paper, describe relevant company and individual experience for the personnel who will be actively engaged in the performance of this contract. (25 Points)
 - Company work experience: Describe recent company work experience (2 years or less) for at least two (2) commercial contracts for Roofing Services.
 - Individual Work Experience: Include the resume of the owner and lead personnel as well as supporting documentation as applicable; such as certifications, roofers license and years of experience.



Texas Roofing training and development includes but is not limited to the following:

- 10-Hour OSHA training
- 30-Hour OSHA training for Foremen and Superintendents
- Ladder Safety
- Back Safety
- Fall Protection
- New Hire orientation
- Equipment Certification as appropriate (no TRC employee without proper certification is allowed to operate a skylift, for example)
- Additional job specific training as appropriate, including Torch certification for anyone who will need to use a torch, etc.

EQUIPMENT LIST

1 of 1

<u>EQUIPMENT</u>	<u>OWNED/LEASED</u>	<u>COMMITTED ELSEWHERE</u>
Forklifts (5)	Owned	No
Tear Off Machine	Owned	No
Generators (numerous)	Owned	No
Pick-Up Trucks (30)	Owned	No
Trailers (2 dump, 2 flat)	Owned	No
Trash Box (used w/forklift to remove trash from roof)	Owned	No
Roof Cutters	Owned	No
4-Wheel Insulation Carts	Owned	No
Hand-Held Propane Torches	Owned	No
Misc. Hand tools (drills, saws, etc.)	Owned	No
Electronic Sheet Metal Break (2)	Owned	No
Electronic Sheet Metal Shear (2)	Owned	No
Misc. Sheet Metal Quipment for fabrication & installation	Owned	No
Computer Numerical Control (CNC) Router	Owned	No

AN

Exhibit "A"

MAJOR COMPLETED PROJECTS
PAST 2 YEARS

Project Name	Address	Owner / Address	Contact Name & Number	Architect & #	Final Contract	Date of Completion	General Contractor	Contact Name & #	Scope	SQ & Manuf
New Braunfels High & Stadium (New Braunfels ISD High School & Stadium Renovation)	2551 TX 337 Loop New Braunfels, TX 78130 P: 830-627-6000 F: 830-627-6001	New Braunfels ISD 430 W. Mill Street New Braunfels, TX 78130 830-643-5700		Sylvia Cancino, AIA, NCARB, LEED GA Stanlec Architecture 3001 Bee Caves Road, Suite 300 Austin TX 78746-5590 Phone: (512) 867-6020 Cell: (512) 701-4713 Fax: (512) 867-6001 Sylvia.Cancino@stanlec.com	\$2,373,051	9/30/2017	CADENCE MESHANE CONSTRUCTION, LLC 12708 Riata Vista Circle, Ste. A-103 Austin, TX 78727 Sub Contract # 7202-07015	Matt Briggs, Asst. PM mbriggs@cadencemcshane.com m: 512-592-0721 Justin Jones, Sr. PM jjones@cadencemcshane.com Jordan Leaning, Supt. jleaming@cadencemcshane.com	RR: Modified, Standing Seam, Wall Panels 20 SQ. Softfit	Derbigan 1821 SQ. PAC-CLAD: 1116 SQ. SS 20 SQ Wall Panels
Westwood High School Phase 3 Renovations	12400 Mellow Meadows Dr. Austin, TX 78750	Round Rock ISD 16255 Great Oaks Dr. 600 Round Rock, TX 78681	Barry Sikes barry_sikes@roundrockisd.org 512-464-5953	O'Connell Robertson 811 Barton Springs Road, Suite 900 Austin, Texas 78704 p: 512.478.7286 f: 512.478.7441 Rob Hudock 210-224-6032	\$1,580,935	8/11/2017	Bartlett Cocke GC 7901 East Riverside Dr. Bldg. 2, Ste. 100 Austin, TX 78744 O: 512-326-4223 F: 512-326-3990	PH: Sonnie Person sperson@bartlettcocke.com m: 512-689-8662 Angela Hart ahart@bartlettcocke.com Jimmie Howell jhowell@bartlettcocke.com Leo Castro lcastro@bartlettcocke.com	RR: Modified SMFT	894 SQ. Derbigan, PAC-CLAD 5MFT
Pflugerville High School #44	16821 Weiss Lane Pflugerville, TX 78660	Pflugerville ISD 2021 Crystal Bend R. Pflugerville, TX 78660		PBK Architecture 9442 Capital of Texas Highway Ste. 680 Austin, TX 78759 O: 512-340-0676 F: 512-372-3467	\$3,004,564	7/30/2017	American Constructors, Inc. p: 512-328-2026 f: 512-328-2520 11900 West Palmer Ln., Ste. 200 Cedar Park, TX 78613	PM: Brian Garland bgarland@actlexas.com	New: SP/TPQ, Prefin Metal Roofing, Metal WP, Roof hatch / smoke vents	PAC-CLAD: HWP Wall Panels – 245 SQ. Flush Panels – 210 SQ. Standing Seam Rfg – 388 SQ. Carlie SP: 2758 SQ. ACM Panels: 76 SQ

MAJOR COMPLETED PROJECTS
PAST 2 YEARS

Project Name	Address	Owner / Address	Contact Name & Number	Architect & #	Final Contract	Date of Completion	General Contractor	Contact Name & #	Scope	SQ & Manuf
Leander High School #6, Pkgs. 1, 2, 3, 4 (Tom Glenn HS)	1320 Collaborative Way, Leander TX 78641	Leander ISD: 204 South Street; P.O. Box 218; Leander, TX 78646	Jimmy Disler Jimmy.Disler@leanderisd.org 512-570-0000; f: 512-570-0054	Pfluger Architects; 209 E. Riverside, Austin TX 78704; 512-476-4040; f: 512-476-4289	\$2,954,324	8/1/2016	American Constructors, Inc. p: 512-328-2026 f: 512-328-2520 4330 Gaines Ranch Loop, #230 Austin, TX 78735	4/8/15 new PM: Dustin Wiegert; dwiegert@acttexas.com m: 512-743-7107; PM: Corey Taylor; ctaylor@acttexas.com Dir: Joe Charlton; jcharlton@acttexas.com	New: Mod, Metal WP Deck: 175 SQ JM Composite OSB over Tectum Deck; 1121 SQ McElroy	1329 SQ 21W Modified Roof over steel deck w/20-Year NDL Warranty; 93 SQ over Structural Concrete Deck: 175 SQ JM Composite OSB over Tectum Deck; 1121 SQ McElroy
Georgetown ISD MULTI CAMPUS HVAC & ROOF REPLACEMENTS 2017	Cooper Elementary 1921 NE Inner Loop, 78626 High School PAC & Field House 2211 N. Austin Ave., 78626 Pickett Elementary 1100 Thousand Oaks Blvd., 78628 Tippet Middle School 1601 Leander Rd., 78628	Georgetown ISD 603 Lakeway Drive Georgetown, TX 78628 512-943-5000 (ph) 512-943-5002 (f)		Huckabee 11501 Alterra Parkway, Bldg. 7, Ste. 120 Austin, TX 78758 P: 512-428-8958 F: 512-582-8599 800-687-1229 ARMKO Industries, Inc. (consultant) Mike Perry mperry@armko.com (281) 633-1258 (o)	\$2,242,030	8/11/2017	Braun & Butler 715 Discovery Blvd., Ste. 109 Cedar Park, TX 78613 o: 512-837-2882 f: 512-837-5115	PM: Matt Harton mharton@braun-butler.com m: 512-574-4595	RR: Mod, TPO Mod Bit; PAC CLAD SMFT	1354 SQ Derbign Mod Bit; 593 SQ JM TPO; 1026 SQ JM Mod Bit; PAC CLAD SMFT
Chisholm Trail Middle School Roof Replacement	500 Oakridge Round Rock, TX 78681	Round Rock ISD 1311 Round Rock Ave. Round Rock, TX 78681 512-464-5010 Fax: 512-464-5090	Randy Ehler Project Manager, Construction Round Rock ISD 16255 Great Oaks Drive, Ste. 600 Round Rock, TX 78681 512-464-5015 randy_ehler@roundrockisd.org	Arch/Consulting Engineer WJE – Wiss, Janney, Elstner Associates, Inc. 9511 N. Lake Creek Parkway Austin, TX 78717 512-257-4800 512-219-9883 - f Alonso Caro Jr. ACarolr@wje.com	\$1,953,680	8/15/2016	Texas Roofing	Dallas Goodman 512-252-8920 dallas@texastroofing.com	RR: Mod, WP CLAD	JM, PAC-CLAD

27

MAJOR COMPLETED PROJECTS
PAST 2 YEARS

Project Name	Address	Owner / Address	Contact Name & Number	Architect & #	Final Contract	Date of Completion	General Contractor	Contact Name & #	Scope	SQ & Manuf
Manor Senior High School	14832 FM973 Manor, TX 78653	Manor ISD 10335 US Hwy 290E Manor, TX 78653	P: 512-278-4000 F: 512-278-4017	Perkins + Will 9600 Great Hills Trail, Ste. 320W Austin, TX 78759 512-997-5261	\$1,643,000	8/11/2017	Balfour Beatty 512-651-3275 wromo@balfourbeatt yus.com Ben Wiltman, PM 1250 So. Cap. Of TX Hwy. Bldg. 1, Ste. 250 Austin, TX 78746 i: 512-445-2434	Willi Romo, PE M: 214-470-6170 wromo@balfourbeatt yus.com Ben Wiltman, PM bwtitman@balfourbe attys.com Scott German, Sr. PM sgerman@balfourbea ttys.com	New: Mod, PVC PAC-CLAD SMFT	JM 1015 SQ Mod JM 280 SQ PVC PAC-CLAD SMFT
KIPP Austin Ridge Campus 2016-17 Phase III Renovations Buildings 616, 617, 627, 628 & 629	8509 FM 969 Buildings 616, 617, 627, 628 & 629 Austin, TX 78724	KIPP Austin Public Schools 8509 FM 969, Bldg. 512 Austin, TX 78724		STG Design, Inc. 828 West 6th St., Ste. 300 Austin, TX 78703 512-899-3500	\$1,589,855	7/19/2017	American Constructors, Inc. P: 512-328-2026 i: 512-328-2520 11900 West Parmer Ln., Ste. 200 Cedar Park, TX 78613	Corey Taylor 512-740-6158 ctaylor@actekas.co m	RR: SP	609 SQ Carlisle TPO
UT Dell Medical School 102-7728 - Dell Medical School - Stage 2 Research Building - 701311	1815 Trinity Street, Austin, TX 78701 (Jobsite FedEx) (Jobsite Mail: P.O. Box 1389, Austin, TX 78767) Research Bldg: 1701 Trinity St., Austin, TX 78701	Board of Regents of the University of Texas System; 702 Colorado Street, Ste. 4.100, Austin, Texas 78701 (512)499-4200		Page Southerland Page, LLP: 1800 Main St. Ste. 123; Dallas, TX 75201; 214-522- 3900; f: 214-552-4380; www.pspaac.com; Zimmer Gunsul Frasca Architects LLP, 515 South Flower St., Ste. 3700; Los Angeles, CA 90071; T 213-617-1901; F 213-617-0047	\$1,342,911	6/30/2017	Hensel Phelps Construction Co. 8326 Cross Park Dr. Austin, TX 78754 o: 512-834-9848 f: 512-834-9844	PM: Melissa Marwitz mmarwitz@henselphelp s.com Jesse S. Pina, Ofc. Eng. 512-201-2956 (direct) Clayton Alley Office Engineer calley@henselphelps.co m Austin Brooks (Mod on) abrooks@henselphelps. com	New: Mod Bilco Roof Hatch	JM Modified Roof System; Bilco Roof Hatch
KIPP Austin North Campus Renovations [KIPP Austin Public School Phase 1 of: North Campus (Pkg. 1, 2 & Kitchen)]	8004 Cameron Road, Austin, TX 78754	KIPP Austin Public School; 8509 FM 969, bldg. 512, Austin, TX 78724		STG Design, Inc.; 828 West 6th St., Ste. 300; Austin, TX 78703; 512- 899-3500	\$1,302,921	7/8/2016	American Constructors, Inc. P: 512-328-2026 i: 512-328-2520 4330 Gaines Ranch Loop, #230 Austin, TX 78735	Corey Taylor; 512-740 6158; ctaylor@actekas.co m Lisa Collins, Admin. 8889sadmin@actekas -com 512-784-7255	RR: SP, Roof Hatch	1730 SQ GAF Single Ply Roof; PAC- CLAD Standing Seam Metal Roof; Bilco Roof Hatch

MAJOR COMPLETED PROJECTS
PAST 2 YEARS

Project Name	Address	Owner / Address	Contact Name & Number	Architect & #	Final Contract	Date of Completion	General Contractor	Contact Name & #	Scope	SQ. & Manuf
Sherraton Georgetown (Georgetown Hotel & Conference Center)	1101 Woodlawn Ave., Georgetown, TX 78628	Hines Georgetown Hotel LLC, 811 Main Street, Ste. 4100, Houston, TX 77002		Joseph E. Rabun, AIA; 44 Broad Street NW, Ste. 300; Atlanta, GA 30303; p: 404-522-9455; f: 404-522-9454	\$1,264,741	9/16/2016	Austin Commercial; o: 512-306-9880; f: 512-306-1180; 1301 So. MoPac Expwy, Ste. 310, Austin, TX 78746	PE: Bunde Walker bwalker@austin-ind.com m: 512-535-8754 PM: Joe Thompson jthompson@austin-ind.com m: 512-626-5526 Asst. PM Zach Vercher m: 512-517-5337 zvercher@austin-ind.com	New: SP, Roof Hatches, Equip Screens	284 SQ Carlisle TPO over flat concrete decks; 231 SQ TPO over flat steel decks; 190 SQ Carlisle TPO over Sloped Steel Deck; Roof Hatches, Equip Screens
Barton Creek Elementary	1314 Patterson Lane Austin, TX 78733	Eanes ISD 601 Camp Craft Road Austin, TX 78746	Ms. Sylvie Pouget Purchasing Coord. 512-732-9000 PM: Jeremy Trimble, Exec. Dir. Of Facility Operations jtrimble@eanesisd.net	Arch & Consultant: ARMKO Industries, Inc. 1320 Spinks Road Flower Mound, TX Mike Perry mperry@armko.com 281-633-1258 M7 281-354-4774	\$1,129,500	8/14/2016	Arch & Consultant: ARMKO Industries, Inc. 1320 Spinks Road Flower Mound, TX	Mike Perry mperry@armko.com 281-633-1258 M7 281-354-4774	RR: Mod Derbigum	850 SQ Derbigum
Manor New Tech MS - Roofing and Metal Wall Panels	11216 Joyce Turner Dr. Manor, Texas 78653	Manor ISD 10335 US Hwy 290E Manor, TX 78653	P: 512-278-4000 F: 512-278-4017	Stantec - Architect 3001 Bee Caves Rd., Ste. 300 Austin, TX 78746 Tavo Reyes 512-867-6000 Tavo.reyes@stantec.com	\$1,120,000	8/18/2017	Joe's General Contractors 9211 Waterford Centre Blvd, Ste.150 Austin, TX 78758 512-920-0338 Fax: 512-920-0339	PM: Jeff Fuller jfuller@joeris.com Asst. PM: Tony Moreno tmoreno@joeris.com	New: Mod Bit, Metal & Wall & Roof Panels	ACM: 45 SQ PAC-CLAD Roof Panels: 6.5 SQ JM 625 SQ
ACC Highland Campus - Phase 2, Building 4000 Re-Roof	6101 Airport Blvd., Bldg. 4000 Austin, TX 78752	Austin Community College 9101 Tuscany Way Austin, TX 78754		Barnes Gromatzky Kosarek Architects 1508 West 5th St., Ste. 200 Austin, TX 78703 512-476-7133 F: 512-478-2624	\$1,023,796	8/18/2017	Filinto, LLC 8100 Cross Park Dr. Austin, TX 78754-5249 o: 512-891-7224 f: 512-891-7229 SubCon. # 15078-010-004	Chris Moyes, PM D: 512-822-7393 M: 512-848-2890 cmoyes@filinto.com Fernando Martinez, Supl. M: 512-203-8790 fmartinez@filinto.com	RR: Modified	USP - 875 SQ

AN

MAJOR COMPLETED PROJECTS
PAST 2 YEARS

Project Name	Address	Owner / Address	Contact Name & Number	Architect & #	Final Contract	Date of Completion	General Contractor	Contact Name & #	Scope	SQ & Manuf
UT TACC Off. Bldg. (The University of Texas - Advanced Computing Building (ACB))	10100 Burnet Road (R8700), Austin, TX 78758 (J.L. Pickle Research Campus)	Board of Regents of the University of Texas System; 702 Colorado Street, Ste. 4.100; Austin, Texas 78701 (512)499-4200		O'Connell Robertson; 811 Barton Springs Ste. 900; Austin, TX 78704; 512-478-7286	\$832,269	4/28/2016	Flintco, LLC 8100 Cross Park Dr. Austin, TX 78754-5249 o: 512-891-7224 f: 512-891-7229	Jeremy Morford, LEED AP PM; jmorford@flintco.co m: 512-844-7967; Safety Coord: Nellbrytscoe@flintco.com & brian.prince@flintco.com;	New: Mod. Metal Panels Roof over steel deck; Metal Wall & Soffit Panels	160 SQ Derbigum Modified Roof over steel deck; Metal Wall Soffit Panels
St. David's North Austin Medical Center Antepartum Expansion, NICU Add, Surgery Shell (NAAMC)	12221 MoPac Expressway No., Austin, TX 78758	St. David's Healthcare Partnership, L.P. LLP dba No. Austin Med. Ctr.; 12221 MoPacExpressway No., Austin, TX 78758		Earl Swensson Associates, Inc.; 92100 West End Ave. Ste. 1200, Vanderbilt Plaza; Nashville, TN 32703; Richard L. Miller; 615-329-9445	\$865,332 A : \$383,644.58 NICU: \$296,882 SS: \$184,806	10/30/2014	DPR Construction 9606 MoPac Expressway N., Ste. 300 Austin, TX 78759 P: 512-345-7699 F: 512-345-8230	PM: Dave Kloubec; m: 512-369-2787; davidk@dpr.com Ross Smith m: 512-844-0151 ross@dpr.com	New: Single Ply	461 SQ Carlisle, PAC- CLAD Kyar
RISD Elementary #34 - Joe Lee Johnson Elementary	2800 Sauls Drive Austin, TX 78728	Round Rock ISD 1311 Round Rock Ave. Round Rock, TX 78681 512-464-5010 Fax: 512-464-5090		Arch: BGV Architecture 2204 Forbes Dr. Ste. 101 Austin, TX 78754 512-977-0390 Austech Roof Consultants 2312 Western Trails Blvd. Austin, TX 78745 512-443-7255	\$793,865	9/15/2016	Balfour Beatty 1250 So. Cap. Of TX Hwy. Bldg. 1, Ste. 250 Austin, TX 78746	PE Lauren Blodgett lblodgett@balfourbeattyus.com m: 301-606-3308 PM Scott German sgerman@balfourbeattyus.com m: 512-608-8194 Supt Sam Toifi stoifi@balfourbeattyus.com m 512-962-8583	New: Mod SP/TPO Roof Access.	USP SBS 779 SQ Carlisle PVC - 5 SQ
Baylor Scott & White Round Rock Specialty Clinic (Cancer Center)	2901 Oakmont Round Rock, TX 78665	Scott & White Memorial Hospital 2401 South 31st Street Temple, TX 76508		HKS, Inc. 350 North St. Paul Street, Ste. 100 Dallas, TX 75201-4240	\$743,941	8/10/2017	Medco 4005 Crutcher Street, Ste. 200 Dallas, TX 75246	Brian Bolden 832-647-4944 (m) brian.bolden@bswhaalth.org Nicholas Morrow nicholas.morrow@bswhaalth.org Ley Turner Ley.Turner@bswhaalth.org	New: TPO, PAC-CLAD Metal Wall Panels	Carlisle TPO - 42 + 285 SQ PAC-CLAD M42 Wall Panels - 700 LF

MAJOR COMPLETED PROJECTS
PAST 2 YEARS

Project Name	Address	Owner / Address	Contact Name & Number	Architect & #	Final Contract	Date of Completion	General Contractor	Contact Name & #	Scope	SQ & Manuf
Pflugerville Stadium	412 Swenson Farms Blvd. Pflugerville, TX 78660	Pflugerville ISD 2021 Crystal Bend R. Pflugerville, TX 78660	Bill Clayton 512-594-0200 Bill.clayton@pfisd.net	Huckabee 11501 Alterra Parkway, Bldg. 7, Ste. 120 Austin, TX 78758 P: 512-428-8958 F: 512-582-8599 Daren Kirby 800-687-1229 817-377-2969	\$574,271	1/11/2017	Bartlett Cocke General Contractors 7901 E. Riverside Dr. Building 2, Suite 100 Austin, Texas 78744 (512) 466-1975 cell (512) 326-4223 phone (512) 326-3990 fax	Sr. PM: Sean Stevens 512-845-1216 sstevens@bartlettcocke.com PM: Trent Bales 512-925-5102 tbales@bartlettcocke.com Asst PM: Chris Lewis clewis@bartlettcocke.com (512) 466-1975 cell Asst PM: Joshua Eckert 830-456-9059 jeckert@bartlettcocke.com	New: SP (TPO) Metal Soffit & WP SS Roof	Carlisle TPO - 193 SQ PAC-CLAD Standing Seam - 199 SQ PAC-CLAD Flush Panels - 113 SQ

342 Forest Lake Rd., Del Valle TX 78687
Phone 512.252.8920 Fax 512.252.8923

Robert Herbert

Work Experience:

2013 – Present	Texas Roofing Co., LP.	Austin, TX
	Service Operations Manager	
1998 - 2013	A. D. Willis Company Co.	Austin, TX
	Service Operations Manager	
1993 - 1998	River City Roofing	Austin, TX
	General Superintendent	
1989 - 1993	Sechrist Hall	Austin, TX
	Service Department	

Association Affiliations:

RCAT – Roof Contractors Association of Texas
NRCA – National Roofing Contractors Association
MRCA – Midwest Roofing Contractors Association

Certifications:

Berridge Manufacturing Company	Koppers
Carlisle Syntec Systems	McElroy Metal
CertainTeed	MBCI
Derbigum	PAC-CLAD Petersen Aluminum
Firestone Building Products	Performance Roof Systems
The Garland Company	Sika Sarnafil
GAF Master Contractor	Siplast
Fibertite	Soprema
Henry Vegetative Roofing Assembly	Tamko Roofing Systems
Johns Manville	US Ply, Inc.

References:

Mark Sharp, LCRA - 512-845-9431
Robert Ross, AISD - 512-962-2010
Ronald Bridges, Samsung – 512-845-5479
Jim Whitten, Roofing Consultants - 512-250-0999

Jason L. Milliken
210 Valley Run Trail
Elgin, TX 78621
512-466-1181
512-285-4751
jason_milliken@austin.rr.com

Summary

Professional with fifteen years of commercial roofing experience and two years of manufacturing experience

Qualifications/Abilities

- Excellent communication skills. Particularly in the area of corresponding with owners, architects, general contractors and roof consultants.
- Experience in built up roof, modified bitumen, TPO, PVC, standing seam, and tile roof systems.
- Experience in wall/soffit panels and sheet metal flashings and trim.
- Experience with Soprema, GAF, Firestone, Johns Manville, Tamko, US Ply, MBCI, Architectural Building Components, Berridge, and Petersen Aluminum.
- Experience in project management, project supervision, estimating, submittals, shop drawings, NDL warranties, purchasing materials, negotiations with subcontractors, accounting, AIA progress pay applications, safety, service work (which includes leak investigation and repair / MEP penetrations).
- Experience in LEED and projects requiring reflective roof systems.
- Excellent organizational skills.
- Experience in The Edge, Auto Cad, Microsoft Office, Computer Ease, Pro-Est Takeoff, and On-Screen Takeoff.

Experience

2011 - Present

Texas Roofing Company – Austin, TX
COO & President / VP & General Manager / Project Manager / Estimator

2010

Beldon Roofing Company – San Antonio, TX
Sales / Estimating

- Roofing sales of all types but primarily concentrating on commercial.
- Completed training course using The Edge estimating software.

2001-2010

Pioneer Roof Systems - Pflugerville, TX
Operations Manager
Project Manager
Supervisor
Estimator
Accounting

- Instrumental in all aspects of growing the company (1.5 million – 12 million)
- Developed a system to track job progress starting with executing a contract to submitting close out documents
- Completed a continuing education class in basic Auto Cad for the purpose of shop drawings
- Notable Projects:
 - Rackspace, San Antonio, TX – 4500 square re-roof
 - Andrews, Sims, Clifton Center, Austin, TX – Re-roof of 3 AISD campuses
 - Lowes Distribution Center, Valdosta, GA – 5500 square new addition

AN

Exhibit "A"

1999-2001

IFCO Systems – San Antonio, Austin, and Hutto, TX

Plant Manager

- Trained in all aspects of the operation including accounting, logistics, manufacturing (wooden pallets) and outside sales at the San Antonio plant
- Transferred to Austin and managed the start up of a new plant servicing Dell Computer
- Assisted in building a new plant and moving the operation to Hutto, TX
- Plant was repeatedly ranked in the top 10 for performance in sales and profit out of approximately 100 locations nationwide

1994-1999

Misc Construction

Skilled Laborer

- Remodeling
- Painting
- Roofing
- Concrete

Education

1997

South Plains College, Levelland, TX

Commercial Music Curriculum

1995

Howard College, Big Spring, TX

Basic Course Curriculum

1994

Coahoma High School, Coahoma, TX

920 O'Neil Ranch Road
Dripping Springs, TX 78620

Phone 512 252 8920
Fax 512 252 8923

Gary Mears

Work experience	1995 – Present	Texas Roofing Co..	Austin, TX
	Vice-President, Superintendent		
	1994 – 1995	K & M Roofing Co.	Austin, TX
	Sheet Metal Superintendent		
	1984 – 1994	Sechrist Hall Co.	Austin, TX
	General Superintendent		
	1980 – 1984	Beldon Roofing	Austin, TX
	Sheet Metal Superintendent		
	1976 – 1980	Frontier Roofing	Austin, TX
	Sheet Metal Crew Foreman		

References: Richard Poole
Ph Number 512-454-0400

AR

Rick Birkman

Telephone: 512.252.8920
Fax: 512.252.8923
Email: rick@texasroofing.com

Work History:	1995-Present	President	Texas Roofing Co.	Austin, Texas
	1987-1995	President	K & M Roofing Co.	Austin, Texas
	1985-1987	Inspector	Austech Roofing Consultants	Austin, Texas
	1984-1985	Estimator	Texas Roofing Co.	Lubbock, Texas
	1980-1984	Vice-President/Estimator	Beldon Roofing Co.	Austin, Texas
	1979-1980	Estimator	Frontier Roofing Co.	El Paso, Texas

Certifications: BURSI- February 1991
 Formally RCAT Certification in Commercial and Residential Roofing # 25

Industry Recognition: 2002 Curtis Blackwell Award Winner

Association Affiliations: Current Member - T&R Committee- MRCA
 Former RCAT State President
 Former NRCA Board Member
 Former MRCA Board Member
 Former ASA Board Member

Charitable Affiliations: 100 Club of Central Texas - Former Board Member

References:	David Gardner	512.683.5458
	Richard Poole	512.454.0400
	Ken Ollinger	512.443.7255



CITY OF ROUND ROCK
INVITATION FOR BID
IFB NO. 18-018REBID - ROOFING SERVICES

IFB No. 18-018REBID

Addendum No. 1


Date: June 29, 2018

Addendum No. 1, dated Friday, June 29, 2018, is being issued to extend the bid opening date for IFB No. 18-018REBID – Roofing Services, as outlined below:

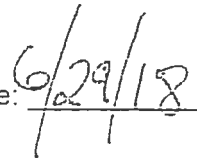
CHANGE BID OPENING DATE FROM: Friday June 29, 2018 @ 3:00PM

CHANGE BID OPENING DATE TO: Thursday July 12, 2018 @ 3:00PM

Approved by:

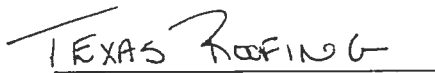

Yvonne Hopkins, CTPM
Purchaser

Date:

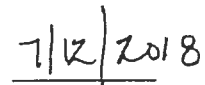


By the signatures affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED


Vendor


Authorized Signature


Date

RETURN ONE SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.



Award Recommendation

To: Oscar Wise, CTCM
Contract Management
City of Round Rock

From: Chad McDowell
General Services Director
Building Construction and Facility Maintenance

RE: IFB No. 18-018REBID Roofing Services

Date: August 10, 2018

Invitation for Bids were solicited in accordance with IFB No.18-018REBID for Roofing Services for the City of Round Rock – General Services Department. The IFB solicitation was advertised in the Austin American Statesman newspaper and posted to the City of Round Rock website with the City receiving a total of one (1) responsive and responsible bid response.

The City intends to award one contract based on the Best Value for the City.
An anticipated total contract award will be made by the City in an amount not to exceed \$220,000 per year.

An evaluation team consisting of individuals with the City of Round Rock – General Services Department – Building Construction and Facility Maintenance with expertise in this area, evaluated the Invitation For Bid response and scored Texas Roofing Co., Inc. as the best company to provide these services, based on best value criteria including the Bidder's overall cost, training and development, vehicle and equipment list, company experience, individual experience, and roofing service experience.

Bidder with point distribution is listed below based on a total of 100 available points.

Bidder	Total Score
Texas Roofing Co., Inc.	100 Points

The General Services Department – Building Construction and Facility Maintenance recommends an award to Texas Roofing Co., Inc. based on the following: Best overall bid response in accordance with the advertised evaluation criteria, highest points of 100 points to Texas Roofing Co., Inc. received during IFB evaluation and scoring, and best contractor to provide the required Roofing Services for the City of Round Rock.

Recommended Vendor:
Texas Roofing Co., Inc.
16809 Radholme Court
Round Rock, Texas 78664

Agreement Term: Five (5) Years

Annual Contract Amount: \$220,000

Total Contract Amount: \$1,100,000

Approvals:



Signed Name:

Printed Name: Chad McDowell
General Services Director
Building Construction and Facility Maintenance

8-13-18
Date:



Signed Name, Purchasing Manager Review

Printed Name: Teresa Reddy
Purchasing Manager
Finance

Date: 8/15/18

IFB No. 18-018REBID - Roofing Services
EVALUATION TEAM BID TABULATION

BID TABULATION				VENDOR #1			VENDOR #2			VENDOR #3		
IFB No: 18-018REBID BID OPENING DATE & TIME: 7/19/2018 @ 3:00PM DESCRIPTION: Roofing Services - REBID				TEXAS ROOFING CO., Inc. 16809 Radholme Court Round Rock, TX 78664 Contact name: Robert Herbert Ph: 512-252-8920, x21 Email: robert@texasroofing.com			N/A			N/A		
Item #	Bid Item(s) Description	Quantity	UOM	Unit Cost	Quantity	UOM	Unit Cost	Quantity	UOM	Unit Cost		
1	Roofer Regular Hourly Labor Rate	1	Hr	\$ 55.00	1	Hr	\$	1	Hr	\$		
2	Roofer Overtime Hourly Labor Rate The overtime rate shall not exceed one and one half times (1 ½) the regular hourly rate	1	Hr	\$ 65.00	1	Hr	\$	1	Hr	\$		
3	Roofer Helper Regular Hourly Labor Rate	1	Hr	\$ 45.00	1	Hr	\$	1	Hr	\$		
4	Roofer Helper Overtime Hourly Labor Rate The overtime rate shall not exceed one and one half times (1 ½) the regular hourly rate	1	Hr	\$ 55.00	1	Hr	\$	1	Hr	\$		
5	Information Only Prices for Material shall be on a cost plus basis The Percentage (%) if any of markup will be			10%			%			%		
	Labor Rate Average (Evaluation Purposes Only)	\$		55.00	\$			\$				
	Cost - 60 Points		60									
	Attachment D - Questionnaire 40 Points Total											
	Staff training and development - 10 Points Total		10									
	Vehicle and equipment list - 5 Points Total		5									
	Company and Individual work experience - 25 Points Total		25									
	Total Questionnaire Points		40									
	Total Score		100									

IFB No. 18-018REBID - Roofing Services
EVALUATION TEAM BID TABULATION

BID TABULATION		VENDOR #1			VENDOR #2			VENDOR #3		
IFB No: 18-018REBID BID OPENING DATE & TIME: 7/19/2018 @ 3:00PM DESCRIPTION: Roofing Services - REBID		TEXAS ROOFING CO., Inc. 16809 Radholme Court Round Rock, TX 78664 Contact name: Robert Herbert Ph: 512-252-8920, x21 Email: robert@texasroofing.com			N/A			N/A		
Item #	Bid Item(s) Description	Quantity	UOM	Unit Cost	Quantity	UOM	Unit Cost	Quantity	UOM	Unit Cost
1	Roofer Regular Hourly Labor Rate	1	Hr	\$ 55.00	1	Hr	\$	1	Hr	\$
2	Roofer Overtime Hourly Labor Rate The overtime rate shall not exceed one and one half times (1 ½) the regular hourly rate.	1	Hr	\$ 65.00	1	Hr	\$	1	Hr	\$
3	Roofer Helper Regular Hourly Labor Rate	1	Hr	\$ 45.00	1	Hr	\$	1	Hr	\$
4	Roofer Helper Overtime Hourly Labor Rate. The overtime rate shall not exceed one and one half times (1 ½) the regular hourly rate.	1	Hr	\$ 55.00	1	Hr	\$	1	Hr	\$
5	Information Only: Prices for Material shall be on a cost-plus basis. The Percentage (%) if any, of markup will be:			10%						
	Labor Rate Average (Evaluation Purposes Only)	\$ 55.00			\$ -			\$ -		
	Cost - 60 Points	60								
	Attachment D - Questionnaire 40 Points Total									
	Staff training and development - 10 Points Total	10								
	Vehicle and equipment list - 5 Points Total	5								
	Company and Individual work experience - 25 Points Total	25								
	Total Questionnaire Points	40								
	Total Score	100								

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Texas Roofing Co.
Round Rock, TX United States

Certificate Number:
2018-411797

Date Filed:
10/08/2018

Date Acknowledged:

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

City of Round Rock

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

18-018REBID
Roofing

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



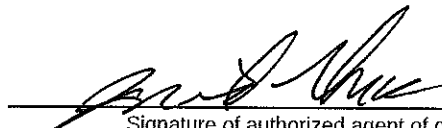
6 UNSWORN DECLARATION

My name is DAVID NANCE, and my date of birth is 7/9/64.

My address is 8311 Glen Canyon (street), Round Rock (city), TX (state), 78681 (zip code), Williamson (country).

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

Executed in TRAVIS County, State of TEXAS, on the 8 day of Oct., 20 18.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.18

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to Austin Business Furniture for furniture for the Luther Peterson Service Center.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/20/2018

Dept Director: Chad McDowell, General Services Director

Cost: \$528,066.26

Indexes: 2019 Certificates of Obligation; Self-Financed Water Construction

Attachments: Resolution, ABF Quote, Form 1295

Department: General Services Department

Text of Legislative File 2018-6102

This award recommendation is for the City of Round Rock - General Services Department for a contract for the purchase and installation of furniture for the new Luther Peterson Service Center at 3400 Sunrise, in accordance with the Buy-Board Contract No. 503-16.

Most of the furniture in this contract will be for the 34,000 square foot administrative building, however there will also be a number of desk units ordered for the warehouse and utility shops. Allsteel will be the furniture manufacturer and this furniture comes with a lifetime warranty.

The City of Round Rock is member of the Buy-Board Contract and may purchase items and services from this contract. This cooperative was established through a competitive bidding process.

Cost: \$528,066.26

Source of Funds: *Self-Financed Water Construction and 2019 Certificates of Obligation*

RESOLUTION NO. R-2018-6102

WHEREAS, the City of Round Rock (“City”) desires to purchase furniture for the Luther Peterson Service Center; and

WHEREAS, the City is a member of the Texas Government Statewide Purchasing Cooperative (“Buy Board”); and

WHEREAS, Austin Business Furniture is an approved vendor of the Buy Board; and

WHEREAS, the City wishes to issue a purchase order to Austin Business Furniture, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the City Manager is hereby authorized and directed to issue a purchase order to Austin Business Furniture to purchase furniture for the Luther Peterson Service Center.

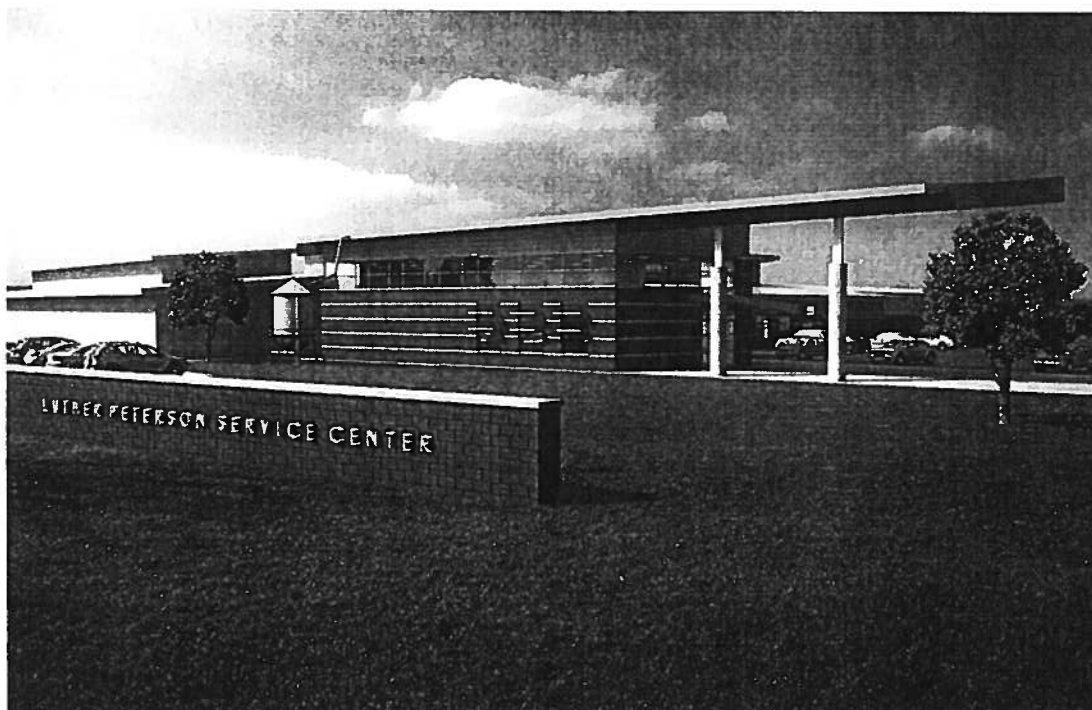
The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 20th day of November, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



ROUND ROCK TEXAS

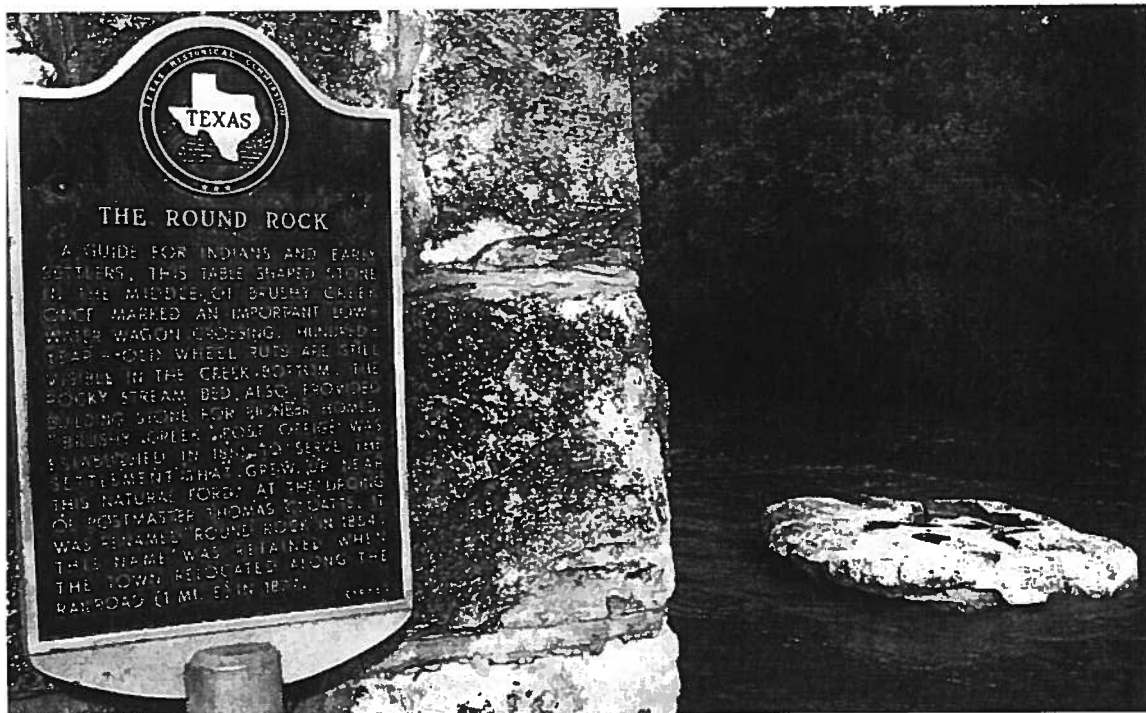
City of Round Rock Luther Peterson Service Center

FURNITURE SELECTIONS & FINISHES

Prepared By Austin Business Furniture
Bryan Lane | Becky Badder
OCTOBER 2018

Austin Business Furniture
4030 W. Braker Lane 1-100
Austin, TX 78759
www.abfurn.com | 512 832 6400

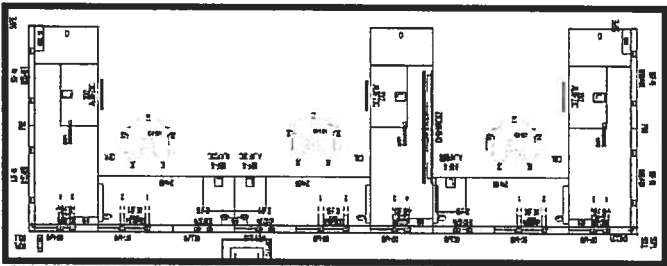
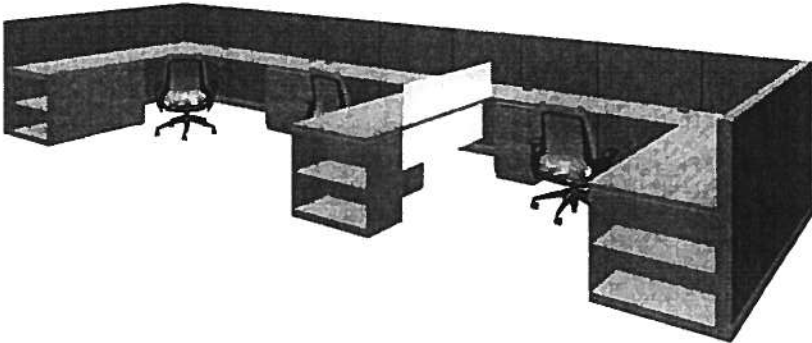
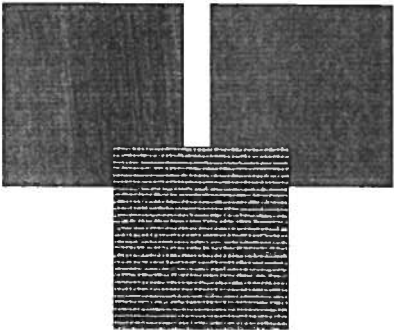
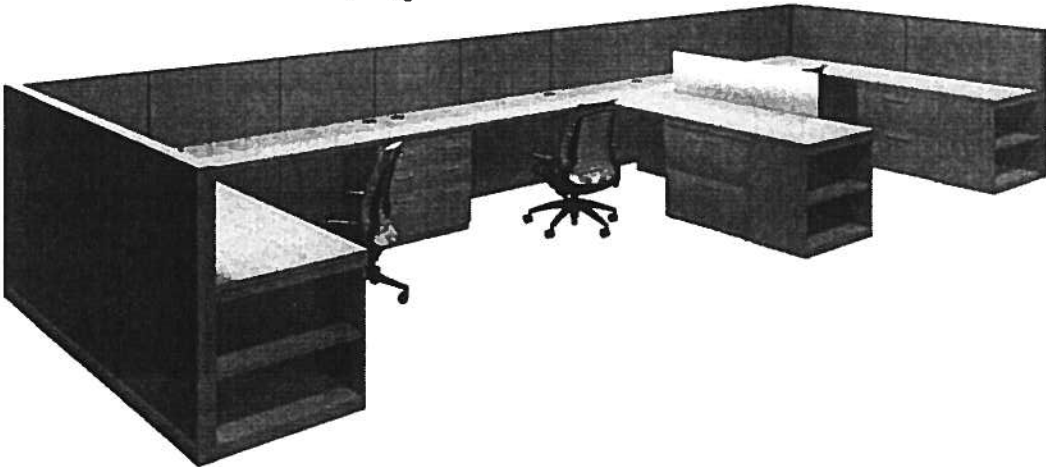




TYPICALS & FINISHES

WORKSTATION TYPICAL

STRIDE PANEL SYSTEM
 8' x 8' Stations . 50"H Panels, Fabric Tiles. Features 36"W Lateral
 File, 15"W Box Box File Pedestal, 30"W Bookcase.
 Brazilwood Laminate, Fossil Paint, Refuge Mineral Panel Fabric

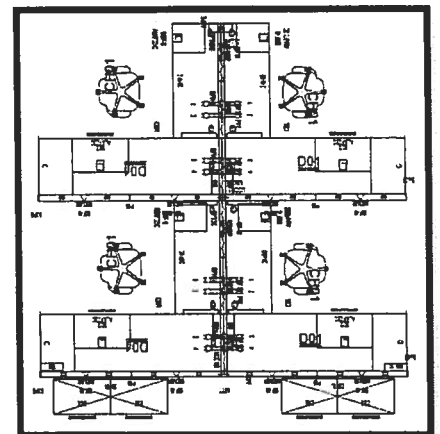
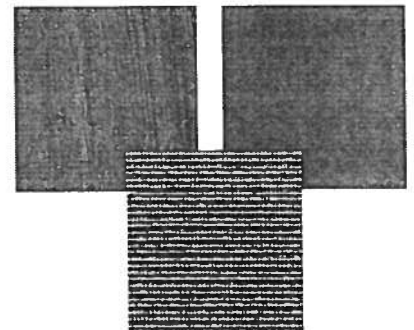
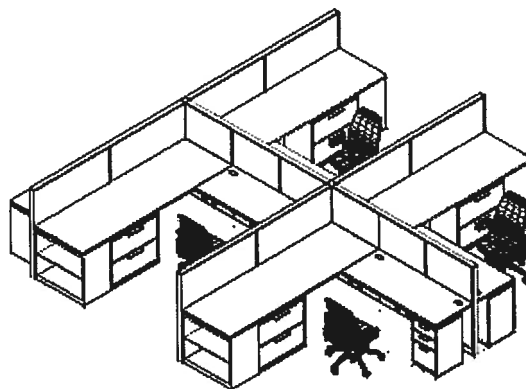
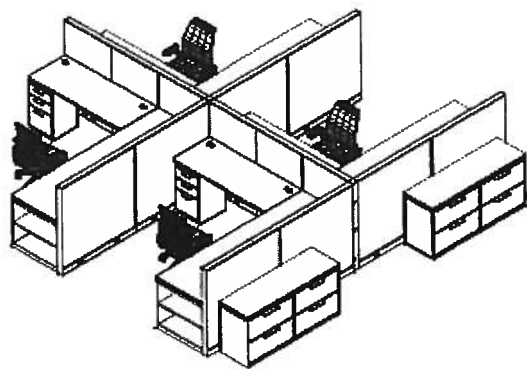


WORKSTATION TYPICAL

(115 UTILITIES OPS STATIONS TYPICAL ONLY)

STRIDE PANEL SYSTEM

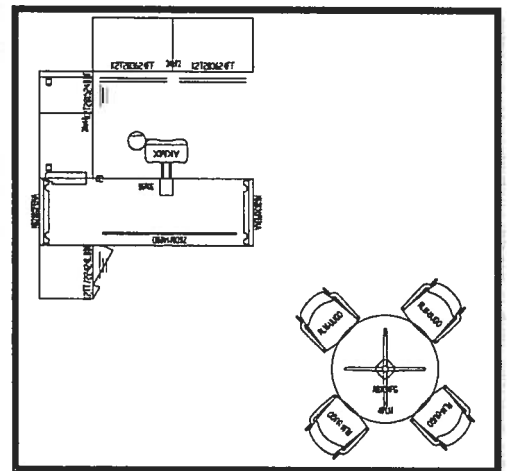
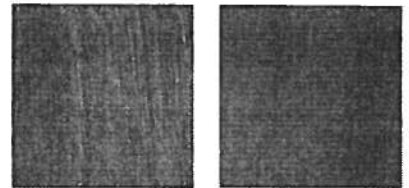
8' x 8' Stations . 50"H Panels, Fabric Tiles. Features 36"W Lateral File, 15"W Box Box File Pedestal, 30"W Bookcase.
Brazilwood Laminate, Fossil Paint, Refuge Mineral Panel Fabric



LARGE PRIVATE OFFICE TYPICAL

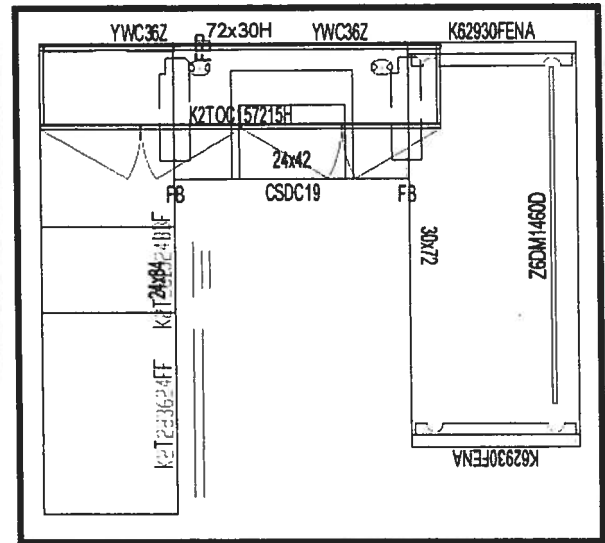
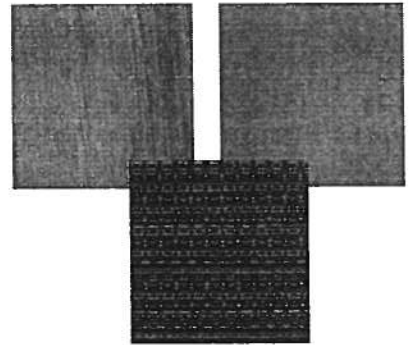
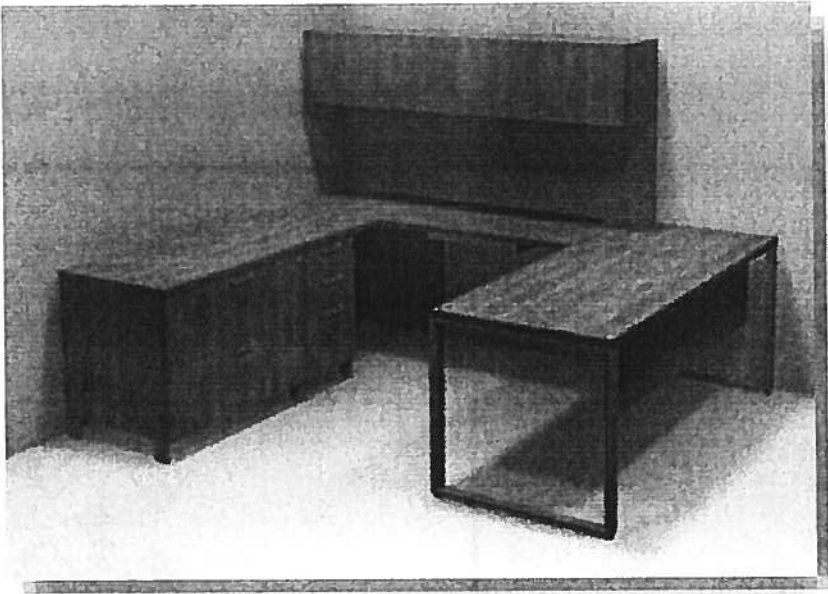
STRIDE DESKING & INVOLVE STORAGE

2 X 36" w Lateral Files, Box File Pedestal, Storage/ Wardrobe Tower & Guest Table
Brazilwood Laminate, Fossil Paint



STANDARD PRIVATE OFFICE TYPICAL

STRIDE DESKING & INVOLVE STORAGE
36" w Lateral Files, Box File Pedestal, Overhead Storage
Brazilwood Laminate, Fossil Paint, Coast Headlands Tackboard



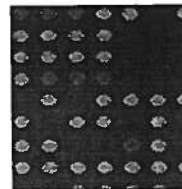
TASK SEATING

MIMEO TASK CHAIR- LOFT MESH, TITANIUM CARRIER, BLACK BASE
OPEN OFFICE: ATTIRE BLUE LAGOON SEAT
PRIVATE OFFICE: SILVERTEX JET



OFFICE GUEST CHAIR

RELATE MULTIPURPOSE SIDE CHAIR, UPHOLSTERED BACK & SEAT
SILVER FRAME, DOTTY TIDE SEAT

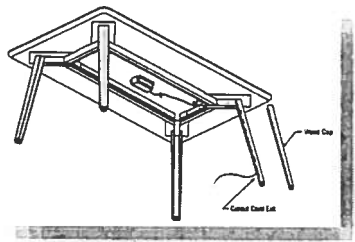
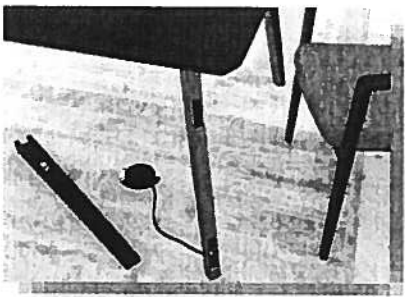
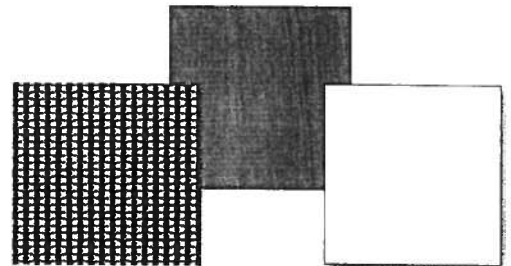


CH02



HUDDLE ROOMS

BOURNE RECTANGULAR TABLE & CLARITY TASK CHAIR
BRAZILWOOD LAMINATE, ARCTIC SILVER LEGS W/WHITE LEG CAPS. CLARITY POPPY
MESH W/ WHITE BASE

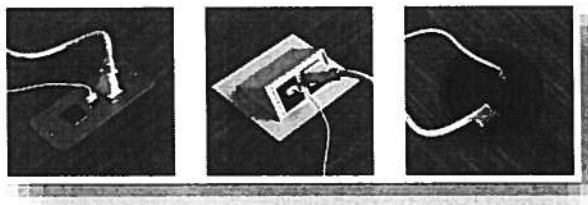
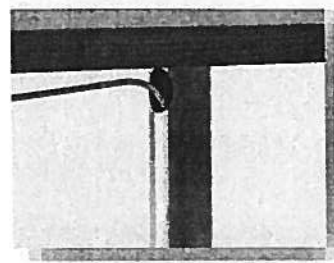


CH03, T01



PUBLIC MEETING/ FORMAL CONFERENCE

FOOTINGS RECTANGULAR COLLABORATIVE TABLE & LYRIC UPHOLSTERED TASK
BRAZILWOOD LAMINATE. POPPY MESH AND SEAT



CH04, T02



CONFERENCE / TRAINING

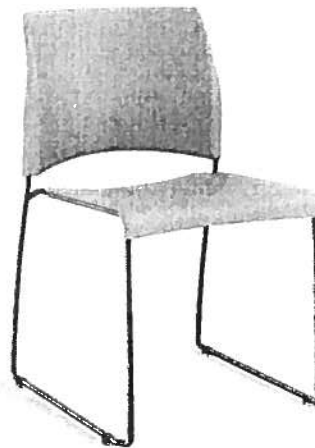
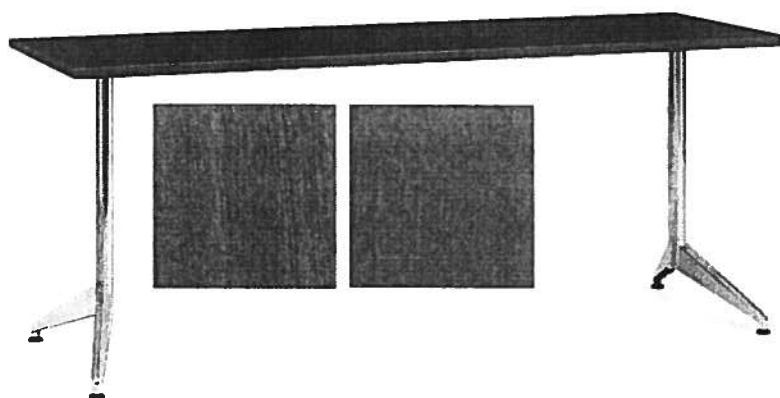
AWARE TABLES, NIMBLE CHAIRS

Folding tables with (T03E) and without (T03) daisy chain power.

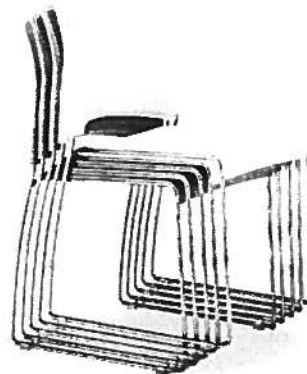
BRAZILWOOD LAMINATE, FOSSIL LEGS

Nimble stacking chairs with molded plastic shell.

SHELL IN CAYENNE & SUMMIT W/ SILVER PAINTED LEGS



AWARE WIL BE SPECIFIED
FOLDING WITH GLIDE BASE

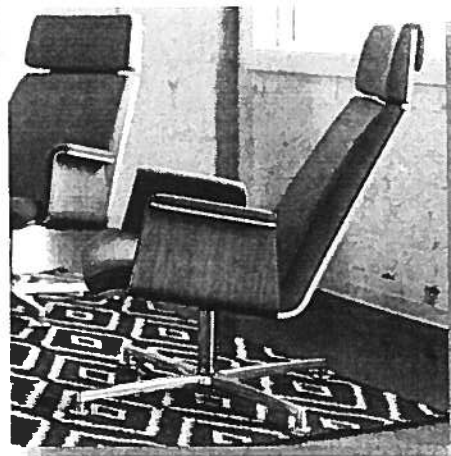
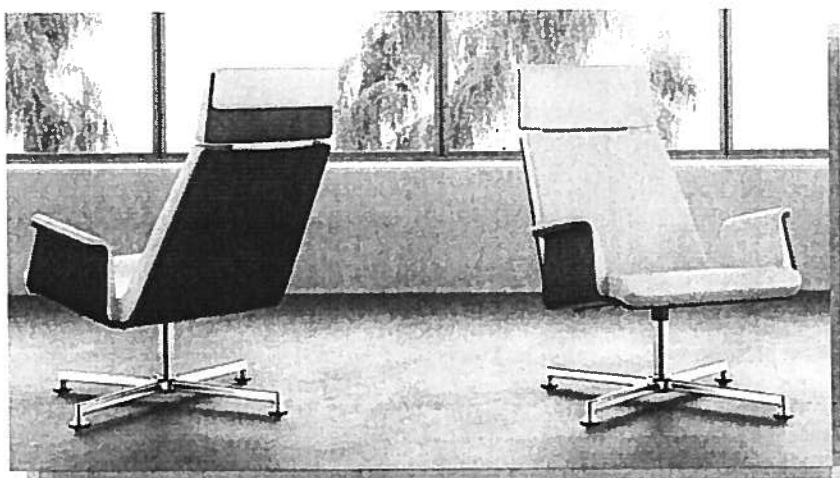


CH05, T03, T03E, T03E.1, T03E.2



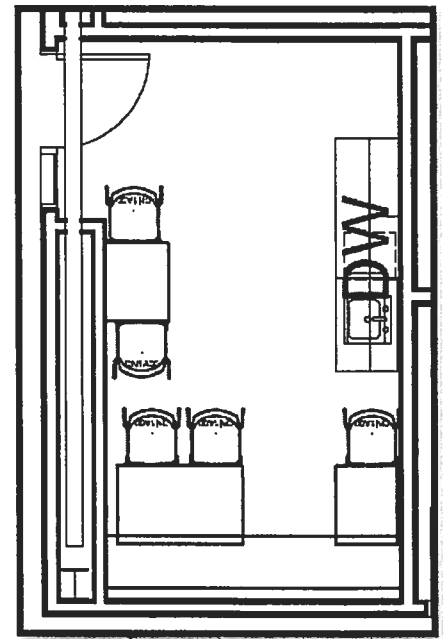
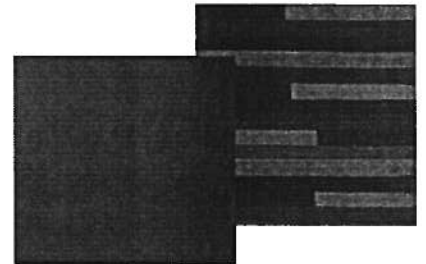
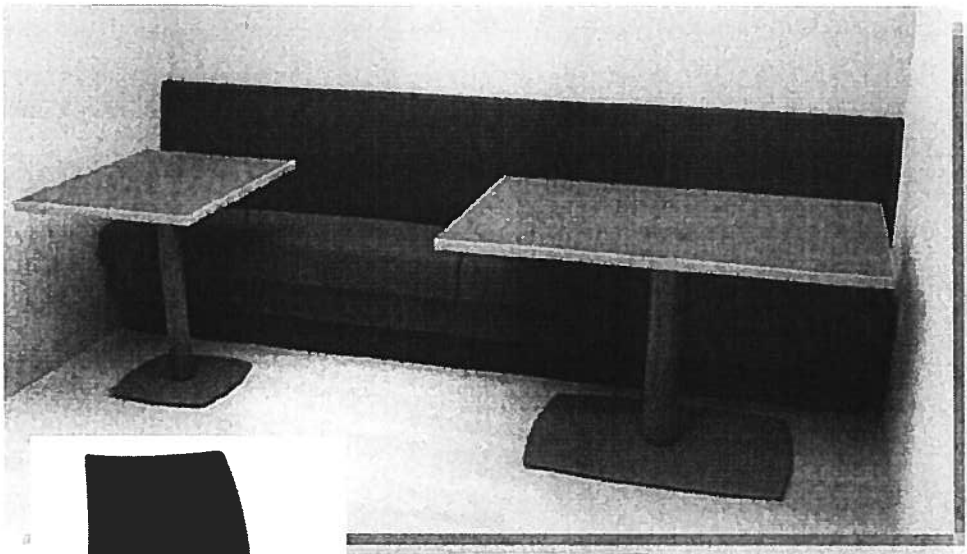
LOUNGE

OFS MADRID LOUNGE AND TABLES
NATURAL WALNUT FRAME, DESIGNTEX TERRA STEEL UPHOLSTERY



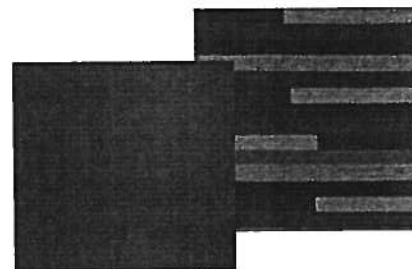
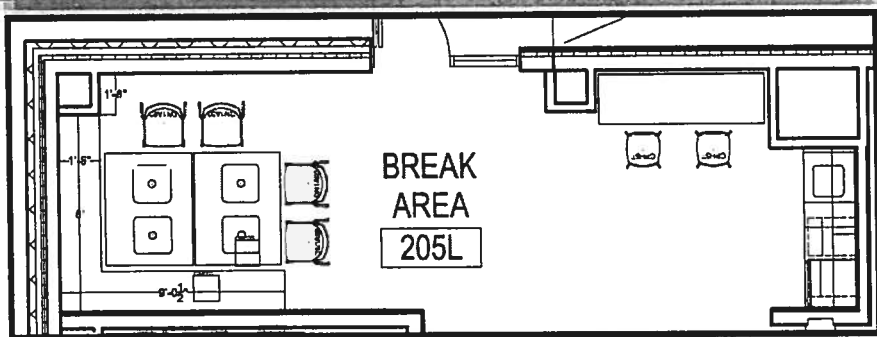
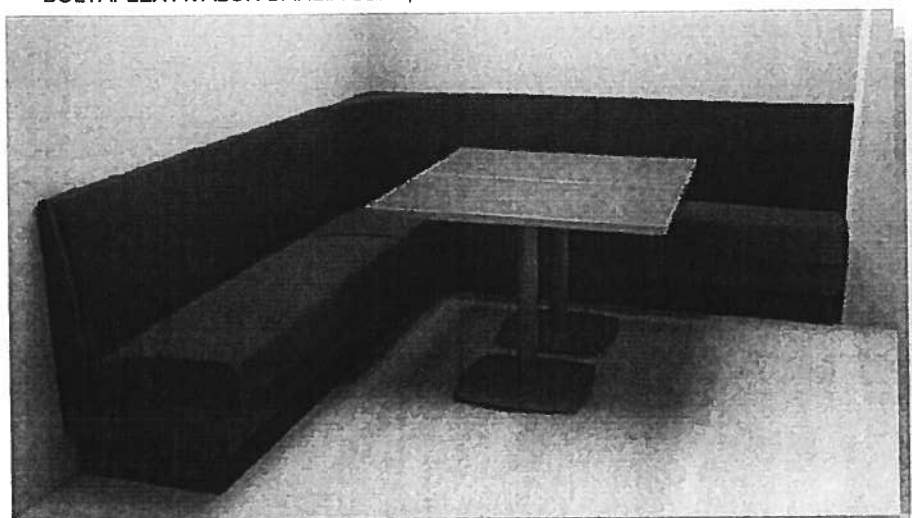
BREAK AREA FLOOR 1

METRO TABLES, MERCURY BOOTHS, DONI SEATING
 BRAZILWOOD LAMINATE, DESIGNTEX PENNINGTON CRANBERRY SEAT BACK, BOLTAFLUX
 AVALON DAHLIA SEAT, BLUE GREY DONI CHAIRS



BREAK AREA FLOOR 2

METRO TABLES, MERCURY BOOTHS, DONI & APPLY SEATING.
BRAZILWOOD LAMINATE, DESIGNTEX PENNINGTON CRANBERRY SEAT BACK,
BOLTAFLX AVALON DAHLIA SEAT, BLUE GREY DONI CHAIRS



CH07, CH08



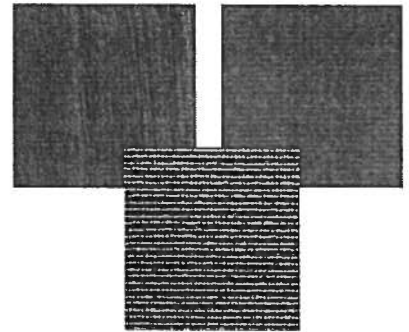
STUDY CARRELS

STRIDE PANEL SYSTEM

3X4 Carrels, 50"H Fabric Panels.

Beltline Electrical, Pull Out Pencil Drawer.

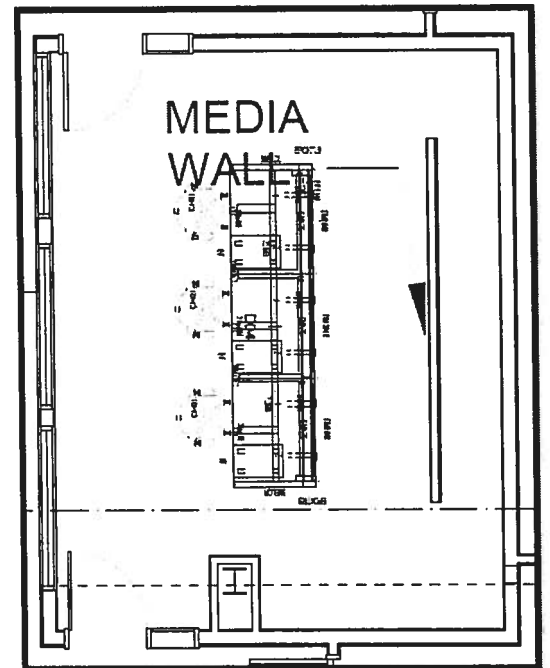
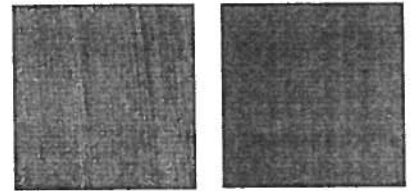
BRAZILWOOD LAMINATE, FOSSIL PAINT, REFUGE MINERAL PANEL FABRIC



COMMAND CENTER DESK

STRIDE BENCHING

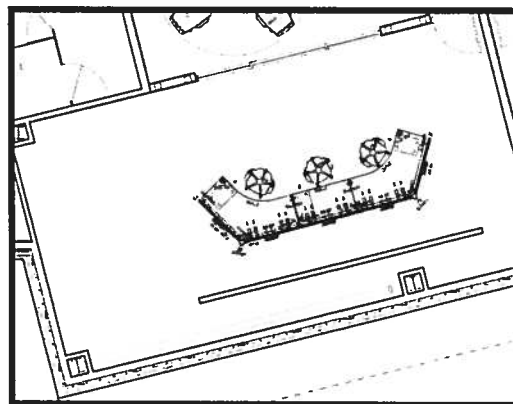
Fully enclosed desk with desk top power.
BRAZILWOOD LAMINATE, FOSSIL PAINT



TRANSPORTATION SCREENING ROOM

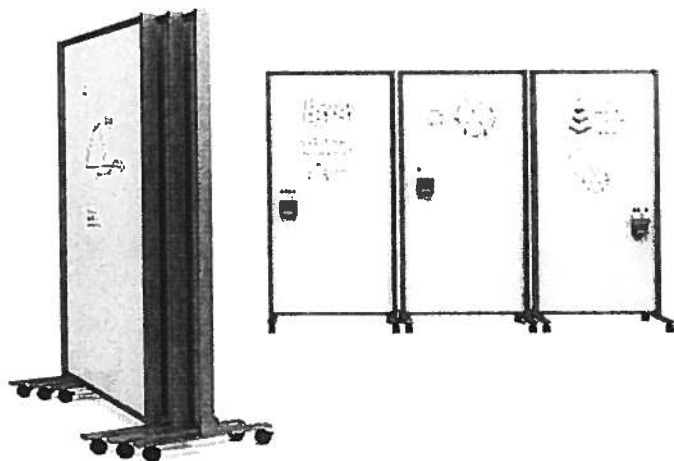
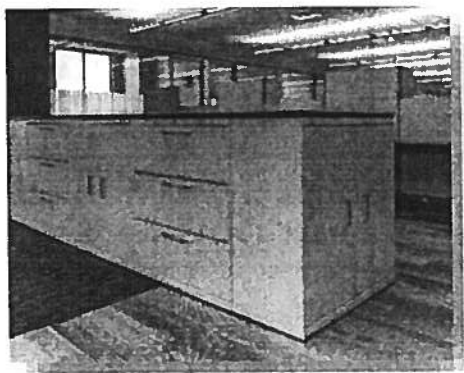
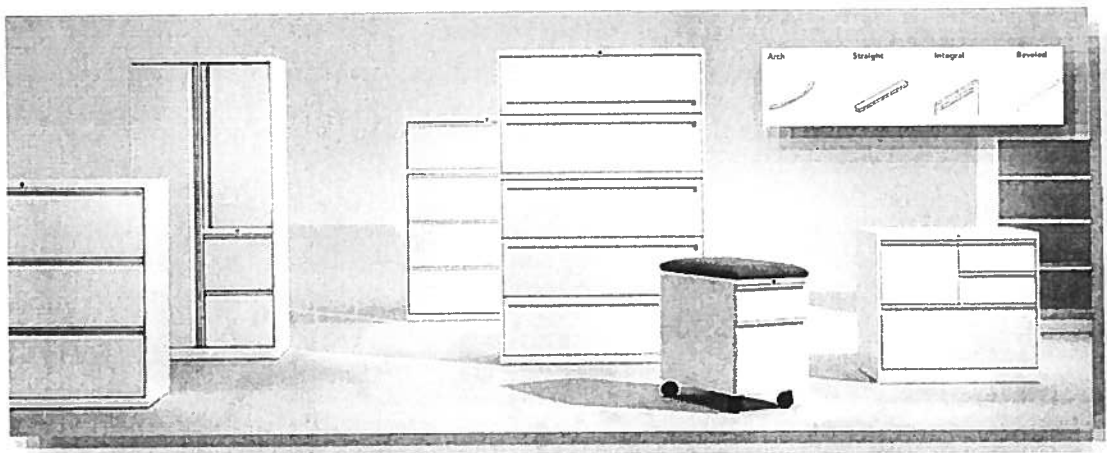
FURTHER BENCHING

Partially enclosed desk with desk top power in beam.
BRAZILWOOD LAMINATE, FOSSIL PAINT



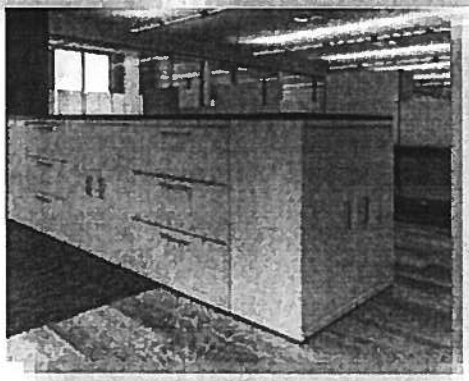
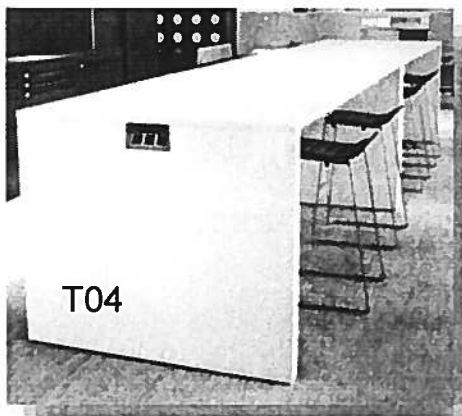
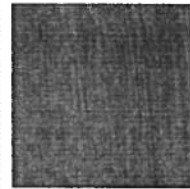
STORAGE

ALLSTEEL ESSENTIALS,
FOSSIL PAINT

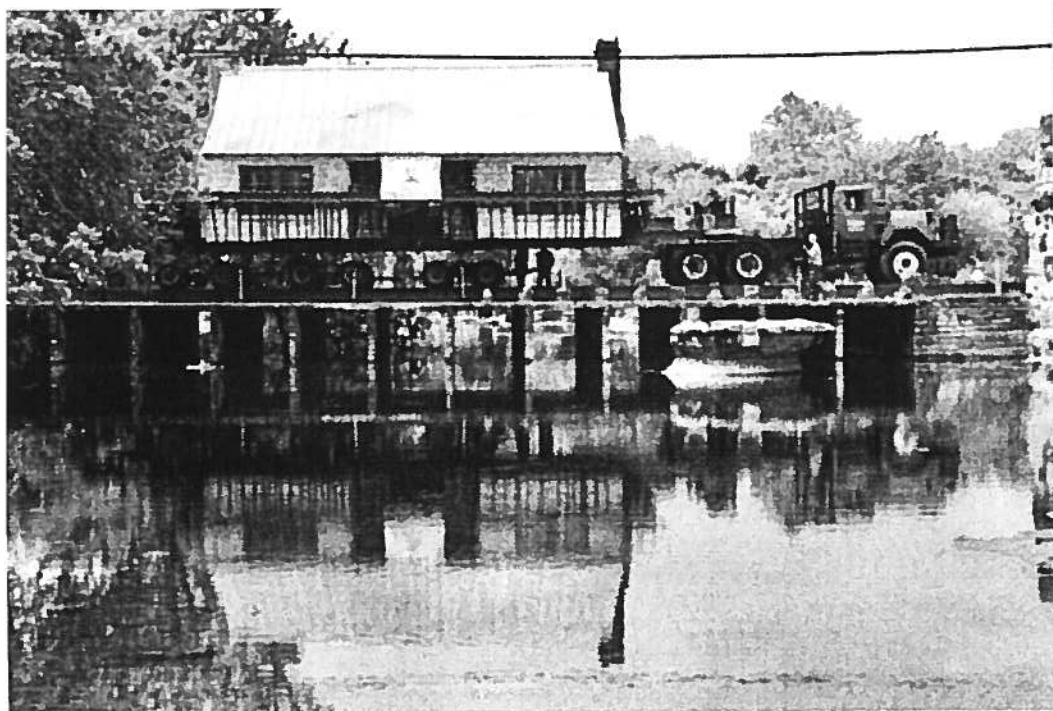


COLLABORATIVE AREAS

ALLSTEEL HARVEST & ESSENTIALS WORK CENTERS
BRAZILWOOD LAMINATE W/ FOSSIL PAINT
HARVEST TABLES IN WHITE LAMINATE
MIMEO STOOLS
LOFT MESH, ATTIRE BLUE LAGOON SEAT



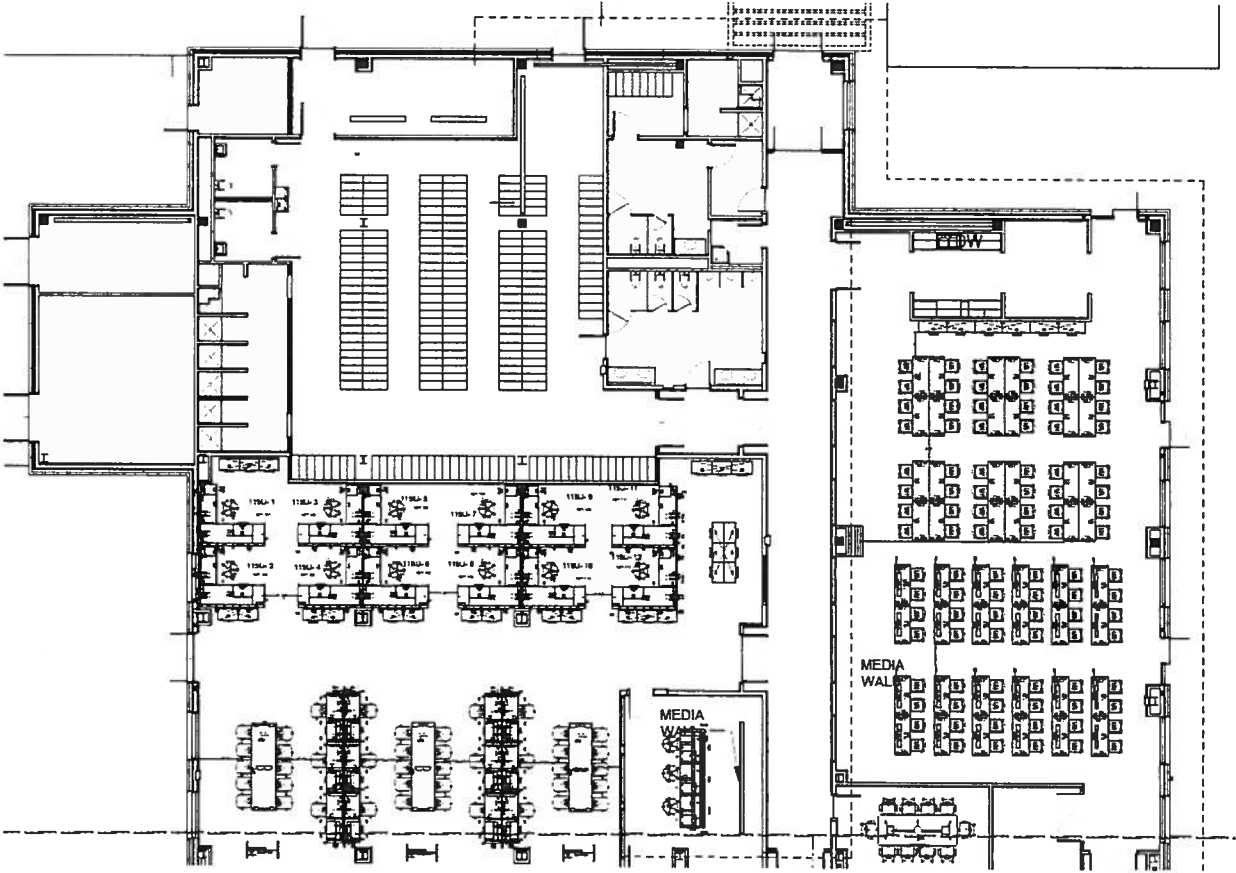
— CH09, T04, T04A



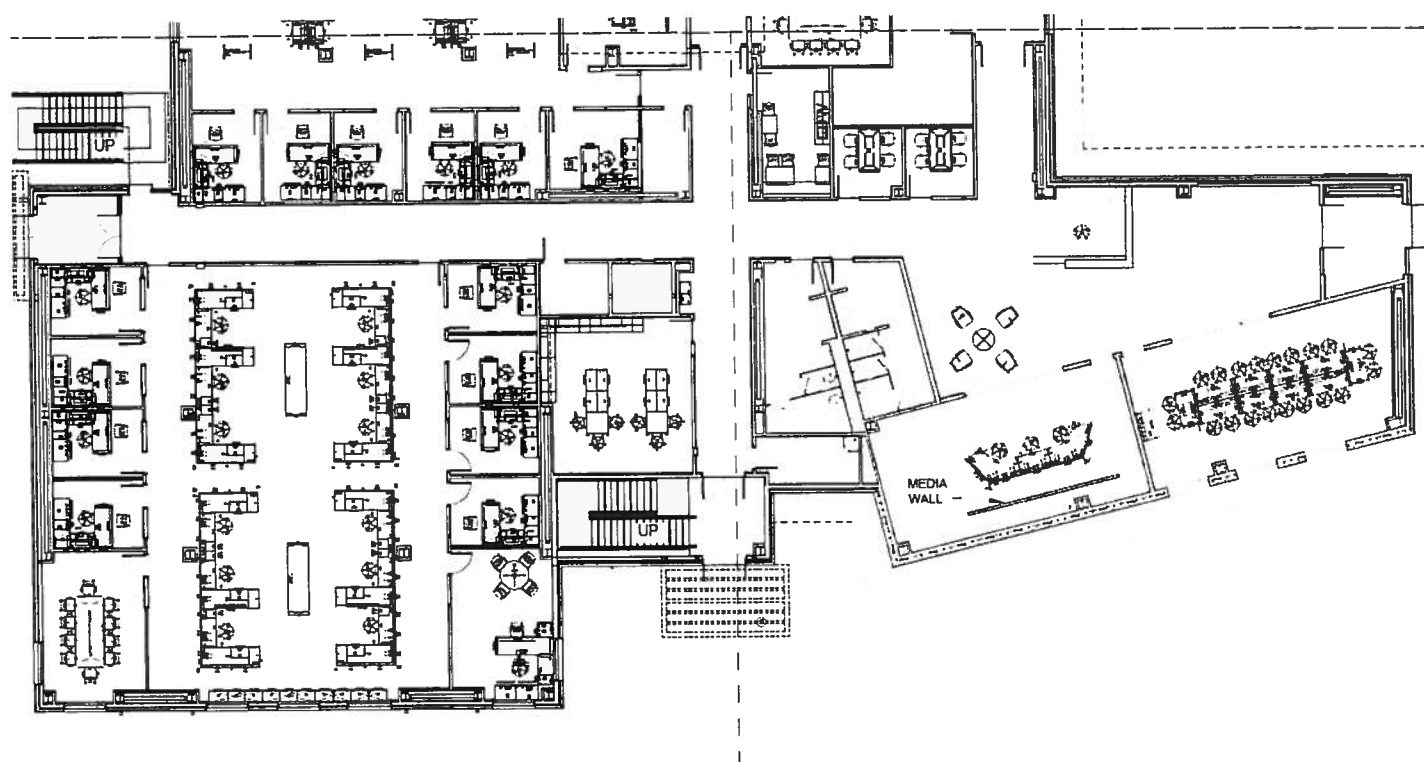
ROUND ROCK TEXAS

FLOOR PLANS

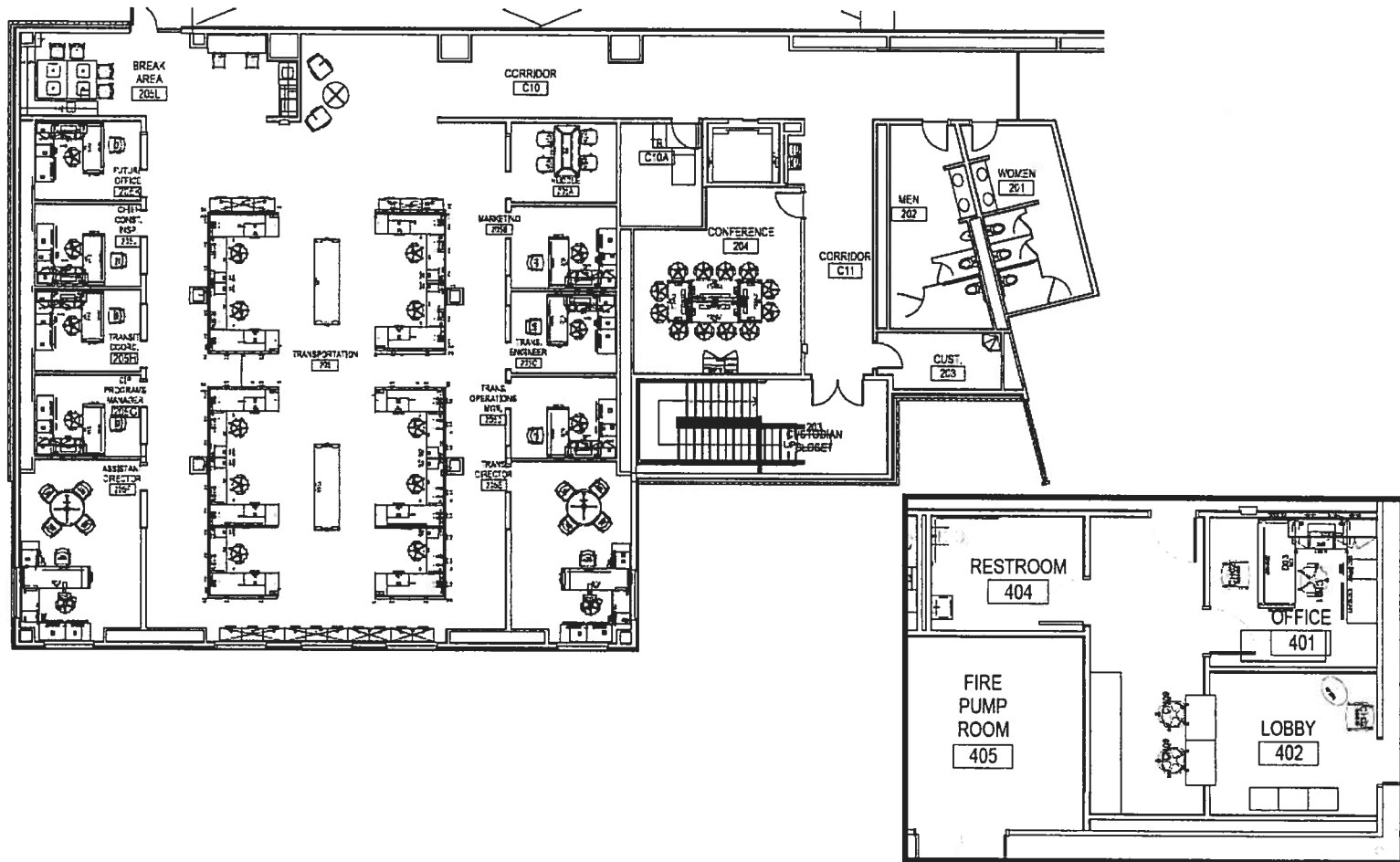
FLOOR 1



FLOOR 1



FLOOR 2 & WAREHOUSE



OVERALL

AUSTIN BUSINESS FURNITURE



SAM Search Results
List of records matching your search for :

Record Status: Active
Functional Area: Performance Information
Entity Name: austin business furniture

No Search Results

DEBARRED VENDOR LIST

The following vendors shown below are debarred from doing business with the State of Texas, effective from the date of debarment for the length of time indicated. Whether they are listed below or not, the debarred vendors include the vendors' successors in interest as defined in Rule §20.102(b)(4).

Last updated: 2/28/18

Vendor ID Number	Vendor Name/Address	Date of Debarment	Length of Debarment
1562456928900	Smith Housewares and Restaurant Supplies 500 Erie Blvd. Syracuse, NY 13202	November 12, 2014	5 Years
1760677671800	Texas Code Blue 5550 Eastex Fwy, Suite # L Beaumont, TX 77708-5300	October 24, 2016	5 Years

Austin Business Furniture



Luther Peterson Service Center

Pricing Summary

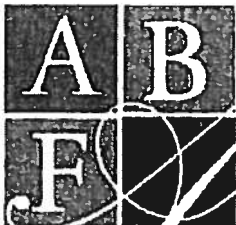
Project Grand Total: \$528,066.26

- PRODUCT TO BE DELIVERED AT OFF SITE STORAGE PER CORR AND THEN PICKED UP AGAIN AT LATER DATE AND THEN INSTALLED.
- COST OF PRODUCT DUE AT TIME OF PRODUCT DELIVERY.

All pricing based upon pre-negotiated 2018 ABF BUYBOARD Contract
503-16

Lifetime Warranty on all above product applies to all manufacturers
within this project.

4030 W. Braker Ln, Bldg 1, Ste 100 Austin, Texas 78758 T 512.832.6400 F 512.832.6330 abfurn.com



Austin Business Furniture

Thursday, July 05, 2018

CITY OF ROUND



Friday, October 19, 2018

**CITY OF ROUND
ROCK - LUTHER
PETERSON SERVICE
CENTER**

**CORR - LUTHER PETERSON
SERVICE CENTER
ROUND ROCK , TEXAS**

Total Sell Price: \$528,066.26

Customer Signature: _____



Austin Business
Furniture
4030 Braker Lane
Austin, TX 78758
512-832-6400 phone
512-832-6330 fax
www.abfurn.com

CORR- LUTHER PETERSON SERVICE CENTER
CORR - LUTHER PETERSON SERVICE CENTER

Date: 10/19/2018
Rep:
BRYAN LANE

ROUND ROCK

CITY OF ROUND ROCK - LUTHER
PETERSON SERVICE CENTER

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
OFS	1	1	C12-W36MT Madrid 36x36x16.75 Round Magazine Table	100 LOBBY	\$755.70	\$755.70
<div> <div>Top Material</div> <div>Finish for Quartered Veneer</div> <div>Edge Finish</div> </div> <div> <div>B4Z</div> <div>MNW</div> <div>MNW</div> </div> <div> <div>Quartered Veneer</div> <div>Natural Walnut</div> <div>Natural Walnut</div> </div>						
ALS	2	1	MIW-KWNO Mimeo Work Chair Knit Back 4D Arms No Firecode	100 LOBBY	\$568.86	\$568.86
<div> <div>Mimeo Frame Finish opt</div> <div>Mimeo Base Selection</div> <div>Back Carrier Selection</div> <div>Mimeo Lumbar opt</div> <div>Mimeo Cylinder opt</div> <div>Mimeo Caster opt</div> <div>Mimeo Back Clr Opts</div> <div>Mimeo FAB Selections</div> <div>Gr 8 Fab</div> <div>Brisa</div> </div> <div> <div>.BLK</div> <div>.BLK</div> <div>.T</div> <div>.L</div> <div>.2</div> <div>.B</div> <div>.NM22</div> <div>\$(8)</div> <div>.RS</div> <div>17</div> </div> <div> <div>Black</div> <div>Black</div> <div>Titanium</div> <div>Lumbar</div> <div>Standard cylinder</div> <div>Black Multi-Surface</div> <div>Loft</div> <div>GRD 8 UPH</div> <div>Uph: Brisa</div> <div>Cambridge Blue</div> </div>						
ALS	3	2	AW4QBI Interlink IQ Power Base Infeed	100A CONFERENCE	\$203.20	\$406.40
ALS	4	10	AW4QH60P Interlink IQ Power Harness 60" with Pop-up	100A CONFERENCE	\$144.40	\$1,444.00
ALS	5	6	AW4QJ36 Interlink IQ Power Jumper 36"	100A CONFERENCE	\$40.80	\$244.80

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	6	1	S910MS View Media Shelf	100A CONFERENCE	\$28.50	\$28.50
ALS	7	1	S910P10C View 10' Corded Power	100A CONFERENCE	\$137.50	\$137.50
ALS	8	1	S910PHK HDMI Kit	100A CONFERENCE	\$71.50	\$71.50
ALS	9	6	AW4W60 34" Wire Trough for 60" table	100A CONFERENCE	\$43.60	\$261.60
			Base Polished .P Paint: Black			
ALS	10	4	AW4W72 42 1/4" Wire Trough for 72" table	100A CONFERENCE	\$53.60	\$214.40
			Base Polished .P Paint: Black			
ALS	11	10	AW2TLFCB Aware 30-36D Folding T-Leg CSTR Pnt(Pair)	100A CONFERENCE	\$409.60	\$4,096.00
			Pnt Grd Opts \$(P1) P1 Paint Opts			
			Core Pnt Opts .P28 CLR: Fossil			
			Select Caster .B Caster: Black			
ALS	12	6	AW3LF3060F 30Dx60W Aware Top Lam FlatEdg for T-Folding	100A CONFERENCE	\$206.80	\$1,240.80
			FSC Option .X Standard Wood			
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			L2 LAM Clr opts .LWBR Lam: Brazilwood			
			Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
			Grommet Options .ATE One Cutout for Popup Pwr 2inbk			
ALS	13	4	AW3LF3072F 30Dx72W Aware Top Lam FlatEdg for T-Folding	100A CONFERENCE	\$237.20	\$948.80
			FSC Option .X Standard Wood			
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			L2 LAM Clr opts .LWBR Lam: Brazilwood			
			Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
			Grommet Options .ATE One Cutout for Popup Pwr 2inbk			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	14	1	S910MT48L View Media 48 Laminate	100A CONFERENCE	\$2,716.00	\$2,716.00
			Laminate Grade Opts \$(L2WGRN) L2 Gather Wdgrn Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Pnt Grd Opts \$(P2) P2 Paint Opts			
			P2 Paint Color Opts .PR6 CLR: Silver			
ALS	15	20	MIW-KWNO Mimeo Work Chair Knit Back 4D Arms No Firecode	100A CONFERENCE	\$544.80	\$10,896.00
			Mimeo Frame Finish opt .BLK Black			
			Mimeo Base Selection .BLK Black			
			Back Carrier Selection .T Titanium			
			Mimeo Lumbar opt .L Lumbar			
			Mimeo Cylinder opt .2 Standard cylinder			
			Mimeo Caster opt .B Black Multi-Surface			
			Mimeo Back Clr Opts .NM22 Loft			
			Mimeo FAB Selections \$(1) GRD 1 UPH			
			Gr 1 Fab .AI Uph: Attire			
			Attire Fab Opts 90 CLR: Blue Lagoon			
ALS	16	1	A877012 12' Power Infeed	100B TRANS SCREEN RM	\$96.86	\$96.86
			P Color Option .P CLR: Black			
ALS	17	2	UN87J16 Further Electrical 7W Beam to Beam Connector	100B TRANS SCREEN RM	\$26.10	\$52.20
			Paint Clr Opts .P CLR: Black			
ALS	18	1	UN87JH1 Hub to 1 Beam Power Kit	100B TRANS SCREEN RM	\$41.18	\$41.18
			Paint Clr Opts .P CLR: Black			
ALS	19	3	UN87U501 Further Duplex Receptacles Circuit 1	100B TRANS SCREEN RM	\$11.89	\$35.67
			Receptacle Data Clr opts .ES CLR: Silver			
ALS	20	3	UN87U502 Further Duplex Receptacles Circuit 2	100B TRANS SCREEN RM	\$11.89	\$35.67

Mfg	Item	Qty.	Product	Sell Price		
				Alias	Unit	Extended
			Receptacle Data Clr opts .ES CLR: Silver			
ALS	21	3	UN87U503 Further Duplex Receptacles Circuit 3 (3+1)	100B TRANS SCREEN RM	\$11.89	\$35.67
			Receptacle Data Clr opts .ES CLR: Silver			
ALS	22	3	UN87U504 Further Duplex Receptacle Circuit 4 iso/dedicated	100B TRANS SCREEN RM	\$11.89	\$35.67
			Receptacle Data Clr opts .ES CLR: Silver			
ALS	23	3	UN8K48 Further 48" Power Kit	100B TRANS SCREEN RM	\$92.51	\$277.53
			Paint Clr Opts .P CLR: Black			
ALS	24	1	U6HK1S Further Hub - Non-Ported Hub to 1 Beam	100B TRANS SCREEN RM	\$231.71	\$231.71
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	25	1	U6HK1S Further Hub - Non-Ported Hub to 1 Beam	100B TRANS SCREEN RM	\$231.71	\$231.71
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	26	1	U6HK2S Further Hub - Non-Ported Hub to 2 Beam	100B TRANS SCREEN RM	\$243.60	\$243.60
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	27	2	U6HK2S Further Hub - Non-Ported Hub to 2 Beam	100B TRANS SCREEN RM	\$243.60	\$487.20
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	28	1	U6HK2S Further Hub - Non-Ported Hub to 2 Beam	100B TRANS SCREEN RM	\$243.60	\$243.60
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	29	10	U6WBTF Further Worksurface Bracket Tethered Fixed Ht	100B TRANS SCREEN RM	\$17.69	\$176.90
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	30	5	UN6B48F Further 48 " Beam Trim Flat	100B TRANS SCREEN RM	\$35.38	\$176.90
			Pnt Grd Opts \$(P1) P1 Paint Opts Grd P1 Paint Clr Opts .P28 CLR: Fossil			
ALS	31	2	UN6B48N Further 48 " Beam No Power Cutouts	100B TRANS SCREEN RM	\$121.51	\$243.02
			Pnt Grd Opts \$(P1) P1 Paint Opts Grd P1 Paint Clr Opts .P28 CLR: Fossil			
ALS	32	3	UN6B48P Further 48 " Beam with Power Ports	100B TRANS SCREEN RM	\$126.73	\$380.19
			Pnt Grd Opts \$(P1) P1 Paint Opts Grd P1 Paint Clr Opts .P28 CLR: Fossil			
ALS	33	4	UN6L2FGSQ Further Square Wksf Support Leg	100B TRANS SCREEN RM	\$45.82	\$183.28
			Pnt Grd Opts \$(P1) P1 Paint Opts Grd P1 Paint Clr Opts .P28 CLR: Fossil			
ALS	34	1	UNSBEC12 Further Beam Electrical Cut-Out Cover 12 pack	100B TRANS SCREEN RM	\$42.63	\$42.63
			Pnt Grd Opts \$(P1) P1 Paint Opts Grd P1 Paint Clr Opts .P28 CLR: Fossil			
ALS	35	2	U5F275252C Further 120 Degree 27Dx52W Worksurfaces	100B TRANS SCREEN RM	\$237.80	\$475.60
			Laminate Grd Opts \$(L2FSCWD) L2 Woodgrain Lam Opts L2 FSC LAM Clr opts .FSCLWBR Lam: Brazilwood - FSC Certid Edg Clr opts .DB Edg: Brazilwood *Prev EDB*			
ALS	36	1	U5F2754S Further Flat Ed Rect Wksf 27d 54w	100B TRANS SCREEN RM	\$141.23	\$141.23

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
			Laminate Grd Opts \$(L2FSCWD) L2 FSC Woodgrain Lam Opts			
			L2 FSC LAM Clr opts .FSCWBR Lam: Brazilwood - FSC Certid			
			Edg Clr opts .DB Edg: Brazilwood *Prev EDB*			
ALS	37	3	PM119-232S Essentials Mobile Ped BF 22-1/2Hx22-7/8Dx15W Sq Pull	100B TRANS SCREEN RM	\$181.25	\$543.75
			PM119-232A Pnt Grd Opts \$(P1) P1 Paint Opts			
			Core Clr Opts .P28 CLR: Fossil			
			Square Pull Clr opt .EL PULL: Matte Silver			
			Lock/omt opts .STD Standard Random key			
ALS	38	3	MIW-KWNO Mimeo Work Chair Knit Back 4D Arms No Firecode	100B TRANS SCREEN RM	\$544.80	\$1,634.40
			Mimeo Frame Finish opt .BLK Black			
			Mimeo Base Selection .BLK Black			
			Back Carrier Selection .T Titanium			
			Mimeo Lumbar opt .L Lumbar			
			Mimeo Cylinder opt .2 Standard cylinder			
			Mimeo Caster opt .B Black Multi-Surface			
			Mimeo Back Clr Opts .NM22 Loft			
			Mimeo FAB Selections \$(1) GRD 1 UPH			
			Gr 1 Fab .AI Uph: Attire			
			Attire Fab Opts 90 CLR: Blue Lagoon			
ALS	39	2	Z6PL40FL Fixed Post Leg 40-1/2H LH Flat/Sq Eg	104 COPY WORK ROOM	\$74.53	\$149.06
			Pnt Grd Opts \$(P1) P1 Paint Opts			
			Core Clr Opts .P28 CLR: Fossil			
ALS	40	2	Z6PL40FR Fixed Post Leg 40-1/2H RH Flat/Sq Eg	104 COPY WORK ROOM	\$74.53	\$149.06
			Pnt Grd Opts \$(P1) P1 Paint Opts			
			Core Clr Opts .P28 CLR: Fossil			
ALS	41	8	ELF336NS Ess Lat 36W 39-1/8H 3-12" Drws Sq Pull	104 COPY WORK ROOM	\$389.76	\$3,118.08
			ELF336NA Pnt Grd Opts \$(P1) P1 Paint Opts			
			Core Clr Opts .P28 CLR: Fossil			
			Square Pull Clr opt .EL PULL: Matte Silver			
			Lock/omt opts .STD Standard Random key			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	42	2	9120R10836 Spcl Size 96-1/8-108Wx30-1/8-36D Flat Eg	104 COPY WORK ROOM	\$461.39	\$922.78
			w/s grom opt-60 1/8" and over .G0 No grom			
			Laminate Grd Opt \$(L2WDGRN) L2 Woodgrain Lam Opts			
			L2 LAM Clr opts .LWBR Lam: Brazilwood			
			Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
			SPECIAL SIZE TOP opt .1080W 108"W			
			SPECIAL DEPTH TOP opt X360D 36" Depth			
ALS	43	6	MIS-KANO Mimeo Work Stool Knit Back Armless No Firecode	104 COPY WORK ROOM	\$400.78	\$2,404.68
			Mimeo Frame Finish opt .BLK Black			
			Mimeo Base Selection .BLK Black			
			Back Carrier Selection .T Titanium			
			Mimeo Lumbar opt .N No Lumbar			
			Mimeo Stool Cylinder opt .4 Extended			
			Mimeo Caster opt .B Black Multi-Surface			
			Mimeo Back Clr Opts .NM22 Loft			
			Mimeo FAB Selections \$(1) GRD 1 UPH			
			Gr 1 Fab .AI Uph: Attire			
			Attire Fab Opts 90 CLR: Blue Lagoon			
ALS	44	24	Z3UCON 1 Universal Connector Block	105 UTILITIES & ENVIRO	\$7.25	\$174.00
ALS	45	8	A871030 Pass-Thru Cable w/o Power Block 30W	105 UTILITIES & ENVIRO	\$38.57	\$308.56
			P Color Option .P CLR: Black			
ALS	46	4	A871130 Pass-Thru Harness w/Power Block 30W	105 UTILITIES & ENVIRO	\$42.63	\$170.52
			P Color Option .P CLR: Black			
ALS	47	12	A871230 Power Harness 30W	105 UTILITIES & ENVIRO	\$69.02	\$828.24
			P Color Option .P CLR: Black			
ALS	48	12	A871236 Power Harness 36W	105 UTILITIES & ENVIRO	\$69.02	\$828.24

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
			P Color Option .P CLR: Black			
ALS	49	4	A877072 Base Elec In-Feed 6' Sealtight Cable (3+1 2+2)	105 UTILITIES & ENVIRO	\$80.91	\$323.64
			P Color Option .P CLR: Black			
ALS	50	12	A877501 4-Circuit Duplex Receptacle Circuit 1	105 UTILITIES & ENVIRO	\$12.76	\$153.12
			Receptacle Data Clr opts .EV CLR: Loft			
ALS	51	12	A877502 4-Circuit Duplex Receptacle Circuit 2	105 UTILITIES & ENVIRO	\$12.76	\$153.12
			Receptacle Data Clr opts .EV CLR: Loft			
ALS	52	12	A877503 4-Circuit Duplex Receptacle Circuit 3	105 UTILITIES & ENVIRO	\$12.76	\$153.12
			Receptacle Data Clr opts .EV CLR: Loft			
ALS	53	12	A877504 4-Circuit Duplex Receptacle Circuit 4	105 UTILITIES & ENVIRO	\$12.76	\$153.12
			Receptacle Data Clr opts .EV CLR: Loft			
ALS	54	2	ALKF23C CORE REMOVE LOCK KIT	105 UTILITIES & ENVIRO	\$5.22	\$10.44
			Lock Numbers for LKF24/LKF23C .X121E Key Number 121E			
ALS	55	2	ALKF23C CORE REMOVE LOCK KIT	105 UTILITIES & ENVIRO	\$5.22	\$10.44
			Lock Numbers for LKF24/LKF23C .X122E Key Number 122E			
ALS	56	2	ALKF23C CORE REMOVE LOCK KIT	105 UTILITIES & ENVIRO	\$5.22	\$10.44
			Lock Numbers for LKF24/LKF23C .X123E Key Number 123E			
ALS	57	2	ALKF23C CORE REMOVE LOCK KIT	105 UTILITIES & ENVIRO	\$5.22	\$10.44
			Lock Numbers for LKF24/LKF23C .X124E Key Number 124E			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	58	2	ALKF23C CORE REMOVE LOCK KIT	105 UTILITIES & ENVIRO	\$5.22	\$10.44
			Lock Numbers for LKF24/LKF23C .X125E Key Number 125E			
ALS	59	2	ALKF23C CORE REMOVE LOCK KIT	105 UTILITIES & ENVIRO	\$5.22	\$10.44
			Lock Numbers for LKF24/LKF23C .X126E Key Number 126E			
ALS	60	2	ALKF23C CORE REMOVE LOCK KIT	105 UTILITIES & ENVIRO	\$5.22	\$10.44
			Lock Numbers for LKF24/LKF23C .X127E Key Number 127E			
ALS	61	2	ALKF23C CORE REMOVE LOCK KIT	105 UTILITIES & ENVIRO	\$5.22	\$10.44
			Lock Numbers for LKF24/LKF23C .X128E Key Number 128E			
ALS	62	2	ALKF23C CORE REMOVE LOCK KIT	105 UTILITIES & ENVIRO	\$5.22	\$10.44
			Lock Numbers for LKF24/LKF23C .X129E Key Number 129E			
ALS	63	2	ALKF23C CORE REMOVE LOCK KIT	105 UTILITIES & ENVIRO	\$5.22	\$10.44
			Lock Numbers for LKF24/LKF23C .X130E Key Number 130E			
ALS	64	2	ALKF23C CORE REMOVE LOCK KIT	105 UTILITIES & ENVIRO	\$5.22	\$10.44
			Lock Numbers for LKF24/LKF23C .X131E Key Number 131E			
ALS	65	2	ALKF23C CORE REMOVE LOCK KIT	105 UTILITIES & ENVIRO	\$5.22	\$10.44
			Lock Numbers for LKF24/LKF23C .X132E Key Number 132E			
ALS	66	12	EPF23018SO Ess Personal File File Open Shelf No Drwrs	105 UTILITIES & ENVIRO	\$232.29	\$2,787.48
			Pnt Grd Opts \$(P1) P1 Paint Opts			
			Core Clr Opts .P28 CLR: Fossil			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	67	20	T6BK Worksurface Bracket Kit	105 UTILITIES & ENVIRO	\$14.21	\$284.20
			T6BK Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	68	8	T6CB24L Cantilever Bracket 24D LH Terrace	105 UTILITIES & ENVIRO	\$16.82	\$134.56
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	69	8	T6CB24R Cantilever Bracket 24D RH Terrace	105 UTILITIES & ENVIRO	\$16.82	\$134.56
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	70	24	Z05030WR Raceway Panel Frame w/o Top Trim 50H x 30W	105 UTILITIES & ENVIRO	\$84.10	\$2,018.40
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	71	12	Z05036WR Raceway Panel Frame w/o Top Trim 50H x 36W	105 UTILITIES & ENVIRO	\$89.90	\$1,078.80
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	72	16	Z05048WR Raceway Panel Frame w/o Top Trim 50H x 48W	105 UTILITIES & ENVIRO	\$102.08	\$1,633.28
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	73	8	Z350LL 50H L-90 Light Block Kit with 'L' Top Cap	105 UTILITIES & ENVIRO	\$16.82	\$134.56
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	74	8	Z350PE 50H E-End Trim	105 UTILITIES & ENVIRO	\$24.07	\$192.56
			Pnt Grd Opts \$(P1) P1 Paint Opts			

Mfg	Item	Qty.	Product				Sell Price	
				Alias	Unit	Extended		
			Core Clr Opts .P28 CLR: Fossil					
ALS	75	8	Z350PL 50H L-90 Degree Trim	105 UTILITIES & ENVIRO	\$28.42	\$227.36		
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil					
ALS	76	20	Z396PT Extd Flat Top Trim 96W (96")-48+48 or 36+60	105 UTILITIES & ENVIRO	\$34.51	\$690.20		
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil					
ALS	77	4	Z6DM1454D Strd Mod Pnl 14Hx54W Pntd Wd	105 UTILITIES & ENVIRO	\$96.28	\$385.12		
			Pnt Grd Opts \$(P1) P1 Paint Opts Stride Wood Paint Clr Opts .M16 CLR: Flint					
ALS	78	2	AFNLFTP-6018 L Lateral File Top 60Wx18D Laminate	105 UTILITIES & ENVIRO	\$120.35	\$240.70		
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*					
ALS	79	4	U6TS1354G Further 13Hx54W Table Mtd Screen - Glass	105 UTILITIES & ENVIRO	\$243.89	\$975.56		
			Glass Clr Opt .LF Frosted Glass Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil					
ALS	80	48	Z44530T 45Hx30W Tackable Acoustic Non-Ported Tile	105 UTILITIES & ENVIRO	\$56.84	\$2,728.32		
			FAB Gr opts \$(A) GRD A FAB GRD A FAB .RFG FAB: Refuge Refuge Fab Clr Opts 998 Clr: Mineral					
ALS	81	24	Z44536T 45Hx36W Tackable Acoustic Non-Ported Tile	105 UTILITIES & ENVIRO	\$61.48	\$1,475.52		
			FAB Gr opts \$(A) GRD A FAB GRD A FAB .RFG FAB: Refuge					

Mfg	Item	Qty.	Product	Sell Price		
				Alias	Unit	Extended
			Refuge Fab Clr Opts 998 Clr: Mineral			
ALS	82	32	Z44548T 45Hx48W Tackable Acoustic Non-Ported Tile	105 UTILITIES & ENVIRO	\$71.92	\$2,301.44
			FAB Gr opts \$(A) GRD A FAB			
			GRD A FAB .RFG FAB: Refuge			
			Refuge Fab Clr Opts 998 Clr: Mineral			
ALS	83	12	ELF830NS Ess Lat 30W 28H 2-12" Drws Sq Pull	105 UTILITIES & ENVIRO	\$356.40	\$4,276.80
			ELF830NA Pnt Grd Opts \$(P1) P1 Paint Opts			
			Core Clr Opts .P28 CLR: Fossil			
			Square Pull Clr opt .EL PULL: Matte Silver			
			Lock/omt opts .OMT omt Core to Ord key Alike			
ALS	84	10	ELF830NS Ess Lat 30W 28H 2-12" Drws Sq Pull	105 UTILITIES & ENVIRO	\$363.60	\$3,636.00
			ELF830NA Pnt Grd Opts \$(P1) P1 Paint Opts			
			Core Clr Opts .P28 CLR: Fossil			
			Square Pull Clr opt .EL PULL: Matte Silver			
			Lock/omt opts .STD Standard Random key			
ALS	85	12	PF197-183S Essentials Support Ped BBF 28Hx18Dx15W Square Pull	105 UTILITIES & ENVIRO	\$273.20	\$3,278.40
			PF197-233A Pnt Grd Opts \$(P1) P1 Paint Opts			
			Core Clr Opts .P28 CLR: Fossil			
			Square Pull Clr opt .EL PULL: Matte Silver			
			Lock/omt opts .OMT omt Core to Ord key Alike			
ALS	86	2	S913LN83629 36d x 29h Non-Powered Lam Base Pair Harvest	105 UTILITIES & ENVIRO	\$1,436.05	\$2,872.10
			FSC Option .X X			
			Laminate Grade Opts \$(L1SLD) L1 Gather Core Lam Opts			
			Gather Solid Lam Clrs .LM14 Frosty White			
			Core LAM Edg Clr opts EW Edge: White			
ALS	87	12	T52466S Primary 24Dx66W Flat Eg Lam w/Grommets	105 UTILITIES & ENVIRO	\$156.31	\$1,875.72
			Laminate Grd Opt \$(L2WDGRN) L2 Woodgrain Lam Opts			
			L2 LAM Clr opts .LWBR Lam: Brazilwood			
			Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			

Mfg	Item	Qty.	Product	Sell Price		
				Alias	Unit	Extended
			Grommet Type Option .P Plastic Grommet			
ALS	88	2	SPLA-LTT-4997 Lateral File Top 90Wx18D Laminate EOSLE	105 UTILITIES & ENVIRO	\$272.31	\$544.62
			.M433013 SPECIAL LAM TOP Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
ALS	89	12	SPLA-SYS-4997 SPECIAL LAMINATE WORKSURFACE, T53096S 30"D X 96" EOSLEG . 1 GROMMET, CENTERED FROM END.	105 UTILITIES & ENVIRO	\$350.03	\$4,200.36
			.M432215 SPECIAL LAM TOP Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
ALS	90	2	S913LTF3620 36d x 120w Solid Full Laminate Top Harvest	105 UTILITIES & ENVIRO	\$1,121.45	\$2,242.90
			FSC Option .X X Laminate Grade Opts \$(L1SLD) L1 Gather Core Lam Opts Gather Solid Lam Clrs .LM14 Frosty White Core LAM Edg Clr opts EW Edge: White Pnt Grd Opts \$(P2) P2 Paint Opts 'Select' Paint Color Opts .PQ8 CLR: Brilliant White			
ALS	91	12	MIW-KWNO Mimeo Work Chair Knit Back 4D Arms No Firecode	105 UTILITIES & ENVIRO	\$544.80	\$6,537.60
			Mimeo Frame Finish opt .BLK Black Mimeo Base Selection .BLK Black Back Carrier Selection .T Titanium Mimeo Lumbar opt .L Lumbar Mimeo Cylinder opt .2 Standard cylinder Mimeo Caster opt .B Black Multi-Surface Mimeo Back Clr Opts .NM22 Loft Mimeo FAB Selections \$(1) GRD 1 UPH Gr 1 Fab .AI Uph: Attire Attire Fab Opts 90 CLR: Blue Lagoon			
ALS	92	1	AKMX Cobra Kybd Platfrm/Dual Ctrl/Sit to Stand/Mse Tray	105E U&E DIRECTOR	\$235.50	\$235.50

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	93	1	T624FB Flat Bracket 24D	105E U&E DIRECTOR	\$14.21	\$14.21
ALS	94	5	ALKF23C CORE REMOVE LOCK KIT	105E U&E DIRECTOR	\$5.22	\$26.10
			Lock Numbers for LKF24/LKF23C .X160E Key Number 160E			
ALS	95	2	ALKF23C CORE REMOVE LOCK KIT	105E U&E DIRECTOR	\$5.22	\$10.44
			Lock Numbers for LKF24/LKF23C .X Random Key			
ALS	96	1	ABX34FG X Base Large, Fixed Hgt w/Glides	105E U&E DIRECTOR	\$212.40	\$212.40
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Pnt Opts .P28 CLR: Fossil			
ALS	97	2	K62930FENA 29.5Hx30D Op End Supp Freestanding	105E U&E DIRECTOR	\$178.35	\$356.70
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	98	1	Z6DM1460D Strd Mod Pnl 14Hx60W Pntd Wd	105E U&E DIRECTOR	\$104.11	\$104.11
			Pnt Grd Opts \$(P1) P1 Paint Opts Stride Wood Paint Clr Opts .M16 CLR: Flint			
ALS	99	1	T52472SN Primary 24Dx72W Flat Eg Lam w/o Grom	105E U&E DIRECTOR	\$163.27	\$163.27
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
ALS	100	1	T53096SN Primary 30Dx96W Flat Eg Lam w/o Grom	105E U&E DIRECTOR	\$305.95	\$305.95
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	101	1	ALM48RND 48" Dia Rnd Top,Lam,Flat Edg	105E U&E DIRECTOR	\$236.93	\$236.93
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			L2 LAM Clr opts .LWBR Lam: Brazilwood			
			Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
			One Grommet Opt .C0 No Grommets			
ALS	102	1	T52448S Primary 24Dx48W Flat Eg Lam w/Grommets	105E U&E DIRECTOR	\$117.74	\$117.74
			Laminate Grd Opt \$(L2WDGRN) L2 Woodgrain Lam Opts			
			L2 LAM Clr opts .LWBR Lam: Brazilwood			
			Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
			Grommet Type Option .P Plastic Grommet			
ALS	103	5	RLM-UUGO Relate Side Std Uph Back/Uph Seat/Glides/Arms	105E U&E DIRECTOR	\$290.25	\$1,451.25
			Relate Side Glide Opt .0 Nylon Glide			
			Relate Side Chair Finish opt .PR6 Silver			
			Relate FAB Selections \$(1) GRD 1 UPH			
			Gr 1 Fab .AI † FAB: Attire			
			Attire Fab Opts 90 CLR: Blue Lagoon			
ALS	104	1	K2TBC723615A 72.5Hx36Wx15D Open Bkcs	105E U&E DIRECTOR	\$814.03	\$814.03
			Involve Foot Opt .ZF Stride Foot Opt			
			Foot Color Opts PR6 Silver			
			Paint Grd Opts \$(P1) P1 Paint Opts			
			Core Clr Opts .P28 CLR: Fossil			
			FSC Option .X Standard Wood			
			Case Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
ALS	105	1	MIW-KWNO Mimeo Work Chair Knit Back 4D Arms No Firecode	105E U&E DIRECTOR	\$598.80	\$598.80
			Mimeo Frame Finish opt .BLK Black			
			Mimeo Base Selection .BLK Black			
			Back Carrier Selection .T Titanium			
			Mimeo Lumbar opt .L Lumbar			
			Mimeo Cylinder opt .2 Standard cylinder			
			Mimeo Caster opt .B Black Multi-Surface			
			Mimeo Back Clr Opts .NM22 Loft			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
			Mimeo FAB Selections \$(B) GRD 8 UPH			
			Gr 8 Fab .RS Uph: Brisa			
			Brisa 17 Cambridge Blue			
ALS	106	1	K2T281524BBF 28Hx15.6Wx24D B/B/F Ped	105E U&E DIRECTOR	\$508.95	\$508.95
			Involve Foot Opt .ZF Stride Foot Opt			
			Foot Color Opts PR6 Silver			
			Involve Pull Opts .SP Square Pull			
			Involve Pull Color Opts PR6 Clr: Silver			
			FSC Option .X Standard Wood			
			Case Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Front Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Lock/omt opts .OMT omt Core to Ord key Alike			
ALS	107	2	K2T283624FF 28Hx36Wx24D Lat/Lat Credenza	105E U&E DIRECTOR	\$619.15	\$1,238.30
			Involve Foot Opt .ZF Stride Foot Opt			
			Foot Color Opts PR6 Silver			
			Involve Pull Opts .SP Square Pull			
			Involve Pull Color Opts PR6 Clr: Silver			
			FSC Option .X Standard Wood			
			Case Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Front Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Lock/omt opts .OMT omt Core to Ord key Alike			
ALS	108	1	K2TT722424RB 72.5Hx24Wx24D RH Wrdrb Hgd+B/B/F Twr BF	105E U&E DIRECTOR	\$1,196.83	\$1,196.83
			Involve Foot Opt .ZF Stride Foot Opt			
			Foot Color Opts PR6 Silver			
			Involve Pull Opts .SP Square Pull			
			Involve Pull Color Opts PR6 Clr: Silver			
			Paint Grd Opts \$(P2) P2 Paint Opts			
			'Select' Paint Clr Opts .PR5 CLR: Champagne Metallic			
			FSC Option .X Standard Wood			
			Case Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			

Mfg	Item	Qty.	Product	Sell Price		
				Alias	Unit	Extended
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Front Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Lock Type opt w/ 2 Locks .OMT omt 2 Core To Ord key Alike			
NOF	109	1	NACG172ELS ACCESSORIES,POWER GROMMET,SILVER	105F CONFERENCE	\$153.50	\$153.50
NOF	110	1	NACG17ELS ACCESSORIES,POWER GROMMET,SILVER	105F CONFERENCE	\$151.00	\$151.00
NOF	111	1	CBV2810028YB FOOTINGS,28DX100WX28H,Y BASE KIT KP	105F CONFERENCE	\$412.00	\$412.00
			PAINT COLOR 265 POLISHED			
			FOOT PAINT COLOR 265 POLISHED			
NOF	112	1	83N48120SRTL FOOTINGS,48DX120W,SOFT RECTANGULAR TOP,HPL	105F CONFERENCE	\$990.50	\$990.50
			RIM PROFILE V793 SOFTENED PVC,ACORN			
			GROMMET CUT-G17LR CUTOUT-G17,LEFT & RIGHT			
			LAMINATE GROUP STD STANDARD LAMINATE			
			LAMINATE COLOR 793 ACORN			
ALS	113	10	CBW-MHFNO Lyric Task Bsc Synchro Work Mesh High Fixed NO FC	105F CONFERENCE	\$424.80	\$4,248.00
			Lyric Frame .BLK Black			
			Lyric Base Selection .PAL Polished Aluminum			
			Lyric Lumbar opt .N No Lumbar			
			Lyric Cylinder opt .2 Standard cylinder			
			Lyric Caster opt .PAL Polished Multi Surface			
			Select Color .AM25 Poppy			
			Lyric Fab Selections \$(2) GRD 2 UPH			
			Gr 2 Fab .HTS FAB: Hot Spot			
			Hot Spot Fab Opts 10 Clr: Scarlet			
			Lyric Headrest Option .N No Headrest			
JSI	114	1	EC26 Worksurface Power	106 HUDDLE	\$257.50	\$257.50
			Finish Color W White			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
JSI	115	1	BU3672-30TTM Bourne 36d x 72w x 30h Rect Table w/Wood/Metal Legs L	106 HUDDLE	\$1,821.50	\$1,821.50
			Top Material LAM Laminate			
			Laminate Top Color BZW Brazilwood			
			Metal Leg Color ASL Arctic Silver			
			Leg Wood Cap Species M Maple Wood Leg Cap Species (Standard)			
			Maple Wood Leg Cap Finish / Paint Selection P Paint Color			
			Paint Colors BWH Bright White			
			Accessory Hooks ~ No Accessory Hooks Selected			
			EC26 Worksurface Power Cut-Out EC26 Cut Out Cut-Out for EC26 Worksurface Power			
ALS	116	4	C5AMFC Clarity Task Armless NOUPH FC	106 HUDDLE	\$507.50	\$2,030.00
			Select Color .CM25 Poppy			
			Frame Color \$(P2) P2 Paint Grade			
			P2 Paint Color Opts .PQ8 Frame: Brilliant White			
			Mesh Carrier/Arm Pad Color .T Titanium			
			Select Base \$(P2) P2 Paint Grade			
			P2 Paint Color Opts .PQ8 Frame: Brilliant White			
			Clarity Cylinder opt .2 Standard cylinder			
			Glide/Caster Option \$(P2) P2 Caster/Glide			
			P2 Caster/Gld Color Opts .PR6 Silver			
JSI	117	1	EC26 Worksurface Power	107 HUDDLE	\$257.50	\$257.50
			Finish Color W White			
JSI	118	1	BU3672-30TTM Bourne 36d x 72w x 30h Rect Table w/Wood/Metal Legs L	107 HUDDLE	\$1,821.50	\$1,821.50
			Top Material LAM Laminate			
			Laminate Top Color BZW Brazilwood			
			Metal Leg Color ASL Arctic Silver			
			Leg Wood Cap Species M Maple Wood Leg Cap Species (Standard)			
			Maple Wood Leg Cap Finish / Paint Selection P Paint Color			
			Paint Colors BWH Bright White			
			Accessory Hooks ~ No Accessory Hooks Selected			
			EC26 Worksurface Power Cut-Out EC26 Cut Out Cut-Out for EC26 Worksurface Power			
ALS	119	4	C5AMFC Clarity Task Armless NOUPH FC	107 HUDDLE	\$507.50	\$2,030.00
			Select Color .CM25 Poppy			
			Frame Color \$(P2) P2 Paint Grade			

Mfg	Item	Qty.	Product	Sell Price		
				Alias	Unit	Extended
			P2 Paint Color Opts .PQ8 Frame: Brilliant White			
			Mesh Carrier/Arm Pad Color .T Titanium			
			Select Base \$(P2) P2 Paint Grade			
			P2 Paint Color Opts .PQ8 Frame: Brilliant White			
			Clarity Cylinder opt .2 Standard cylinder			
			Glide/Caster Option \$(P2) P2 Caster/Glide			
			P2 Caster/Gld Color Opts .PR6 Silver			
KII	120	5	DN1100 Doni Four-Leg Armless Chair,Poly,Solid Color	108 BREAK AREA	\$134.50	\$672.50
			Poly Seat & Back Color /NFR Compliance to TB 117-2013			
			Poly Seat & Back Color NFR /PGR Blue Grey			
			Frame Color /SX Starlight Silver Metallic			
			Glide Option /GSL Steel glides			
NOF	121	1	NACG172ELS ACCESSORIES,POWER GROMMET,SILVER	109 CONFERENCE	\$153.50	\$153.50
NOF	122	1	NACG17ELS ACCESSORIES,POWER GROMMET,SILVER	109 CONFERENCE	\$151.00	\$151.00
NOF	123	1	CBV2810028YB FOOTINGS,28DX100WX28H,Y BASE KIT KP	109 CONFERENCE	\$412.00	\$412.00
			PAINT COLOR 265 POLISHED			
			FOOT PAINT COLOR 265 POLISHED			
NOF	124	1	83N48120SRTL FOOTINGS,48DX120W,SOFT RECTANGULAR TOP,HPL	109 CONFERENCE	\$990.50	\$990.50
			RIM PROFILE V793 SOFTENED PVC,ACORN			
			GROMMET CUT-G17LR CUTOUT-G17,LEFT & RIGHT			
			LAMINATE GROUP STD STANDARD LAMINATE			
			LAMINATE COLOR 793 ACORN			
ALS	125	10	CBW-MHFNO Lyric Task Bsc Synchro Work Mesh High Fixed NO FC	109 CONFERENCE	\$424.80	\$4,248.00
			Lyric Frame .BLK Black			
			Lyric Base Selection .PAL Polished Aluminum			
			Lyric Lumbar opt .N No Lumbar			
			Lyric Cylinder opt .2 Standard cylinder			
			Lyric Caster opt .PAL Polished Multi Surface			
			Select Color .AM25 Poppy			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
			Lyric Fab Selections	\$(2)	GRD 2 UPH	
			Gr 2 Fab	.HTS	FAB: Hot Spot	
			Hot Spot Fab Opts	10	Clr: Scarlet	
			Lyric Headrest Option	.N	No Headrest	
ALS	126	12	AW4QBI Interlink IQ Power Base Infeed	110 MULTIPURPOS	\$203.20	\$2,438.40
ALS	127	24	AW4QH60P Interlink IQ Power Harness 60" with Pop-up	110 MULTIPURPOS	\$144.40	\$3,465.60
ALS	128	24	AW4W60 34" Wire Trough for 60" table	110 MULTIPURPOS	\$43.60	\$1,046.40
			Base Polished	.P	Paint: Black	
ALS	129	24	AW2TSFCB Aware 18-24D Folding T-Leg CSTR Pnt(Pair)	110 MULTIPURPOS	\$396.80	\$9,523.20
			Pnt Grd Opts	\$(P1)	P1 Paint Opts	
			Core Pnt Opts	.P28	CLR: Fossil	
			Select Caster	.B	Caster: Black	
ALS	130	17	NMBL-2FC Nimble High Density Stacker/Painted Frame/FC	110 MULTIPURPOS	\$85.60	\$1,455.20
			Nimble Glide opts	.0	Clear Polycarbonate (Standard)	
			Nimble Finish opt	\$(P2)	P2 Grd Frame	
			Acuity Frame Finish opt	.PR6	Frame: Silver	
			Nimble Shell Clr Opts	.GY	Clr: Summit	
ALS	131	31	NMBL-2FC Nimble High Density Stacker/Painted Frame/FC	110 MULTIPURPOS	\$85.60	\$2,653.60
			Nimble Glide opts	.0	Clear Polycarbonate (Standard)	
			Nimble Finish opt	\$(P2)	P2 Grd Frame	
			Acuity Frame Finish opt	.PR6	Frame: Silver	
			Nimble Shell Clr Opts	.RD	CLR: Cayenne	
ALS	132	24	AW3LF2460F 24Dx60W Aware Top Lam FlatEdg for T-Folding	110 MULTIPURPOS	\$186.00	\$4,464.00
			FSC Option	.X	Standard Wood	
			Laminate Grd Opts	\$(L2WDGRN)	L2 Woodgrain Lam Opts	

Mfg	Item	Qty.	Product	Sell Price		
				Alias	Unit	Extended
			L2 LAM Clr opts .LWBR Lam: Brazilwood Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB* Grommet Options .ATE One Cutout for Popup Pwr 2inbk			
ALS	133	2	ESC536S Essentials 64-1/4Hx36W StorageCabinet Sq	110A STORAGE	\$396.72	\$793.44
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil Square Pull Clr opt .EL PULL: Matte Silver Lock/omt opts .STD Standard Random key			
ALS	134	1	NMBL-CART Nimble Cart -Holds 36 chairs	110A STORAGE	\$293.40	\$293.40
ALS	135	3	AFNLFTP-8418 L Lateral File Top 84Wx18D Laminate	111 BREAK ROOM	\$171.39	\$514.17
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
ALS	136	24	AW2TSFCB Aware 18-24D Folding T-Leg CSTR Pnt(Pair)	111 BREAK ROOM	\$396.80	\$9,523.20
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Pnt Opts .P28 CLR: Fossil Select Caster .B Caster: Black			
ALS	137	6	ELF842NS Ess Lat 42W 28H 2-12" Drws Sq Pull	111 BREAK ROOM	\$337.56	\$2,025.36
			ELF842NA Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil Square Pull Clr opt .EL PULL: Matte Silver Lock/omt opts .STD Standard Random key			
ALS	138	17	NMBL-2FC Nimble High Density Stacker/Painted Frame/FC	111 BREAK ROOM	\$85.60	\$1,455.20
			Nimble Glide opts .0 Clear Polycarbonate (Standard) Nimble Finish opt \$(P2) P2 Grd Frame Acuity Frame Finish opt .PR6 Frame: Silver Nimble Shell Clr Opts .GY Clr: Summit			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	139	31	NMBL-2FC Nimble High Density Stacker/Painted Frame/FC	111 BREAK ROOM	\$85.60	\$2,653.60
			Nimble Glide opts .0 Clear Polycarbonate (Standard)			
			Nimble Finish opt \$(P2) P2 Grd Frame			
			Acuity Frame Finish opt .PR6 Frame: Silver			
			Nimble Shell Clr Opts .RD CLR: Cayenne			
ALS	140	24	AW3LF2460F 24Dx60W Aware Top Lam FlatEdg for T-Folding	111 BREAK ROOM	\$186.00	\$4,464.00
			FSC Option .X Standard Wood			
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			L2 LAM Clr opts .LWBR Lam: Brazilwood			
			Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
			Grommet Options .AGO No Cutouts			
ALS	141	24	Z3UCON 1 Universal Connector Block	115 UTIL OPS CARRELS	\$7.25	\$174.00
ALS	142	12	A871236 Power Harness 36W	115 UTIL OPS CARRELS	\$69.02	\$828.24
			P Color Option .P CLR: Black			
ALS	143	2	A871336 Vertical Jumper-up 39" vertical jump	115 UTIL OPS CARRELS	\$35.38	\$70.76
			P Color Option .P CLR: Black			
ALS	144	2	A877072 Base Elec In-Feed 6' Sealtight Cable (3+1 2+2)	115 UTIL OPS CARRELS	\$80.91	\$161.82
			P Color Option .P CLR: Black			
ALS	145	10	A877501 4-Circuit Duplex Receptacle Circuit 1	115 UTIL OPS CARRELS	\$12.76	\$127.60
			Receptacle Data Clr opts .EV CLR: Loft			
ALS	146	6	A877502 4-Circuit Duplex Receptacle Circuit 2	115 UTIL OPS CARRELS	\$12.76	\$76.56
			Receptacle Data Clr opts .EV CLR: Loft			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	147	6	A877503 4-Circuit Duplex Receptacle Circuit 3	115 UTIL OPS CARRELS	\$12.76	\$76.56
			Receptacle Data Clr opts .EV CLR: Loft			
ALS	148	12	A877504 4-Circuit Duplex Receptacle Circuit 4	115 UTIL OPS CARRELS	\$12.76	\$153.12
			Receptacle Data Clr opts .EV CLR: Loft			
ALS	149	12	UTP Data/Elec Port Kit-Universal	115 UTIL OPS CARRELS	\$6.96	\$83.52
			Receptacle Data Clr opts .EV CLR: Loft			
ALS	150	18	T6CB24L Cantilever Bracket 24D LH Terrace	115 UTIL OPS CARRELS	\$16.82	\$302.76
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	151	18	T6CB24R Cantilever Bracket 24D RH Terrace	115 UTIL OPS CARRELS	\$16.82	\$302.76
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	152	16	Z05024WF Footed Panel Frame w/o Top Trim 50H x 24W	115 UTIL OPS CARRELS	\$87.87	\$1,405.92
			Feet Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	153	12	Z05036WR Raceway Panel Frame w/o Top Trim 50H x 36W	115 UTIL OPS CARRELS	\$89.90	\$1,078.80
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	154	16	Z350PE 50H E-End Trim	115 UTIL OPS CARRELS	\$24.07	\$385.12
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	155	2	Z350PF 50H Filler Trim	115 UTIL OPS CARRELS	\$24.07	\$48.14
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	156	2	Z350PF 50H Filler Trim	115 UTIL OPS CARRELS	\$24.07	\$48.14
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	157	4	Z350TT 50H 3-Way Light Block Kit with 'T' Top Cap	115 UTIL OPS CARRELS	\$19.14	\$76.56
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	158	4	Z350XX 50H 4-Way Light Block Kit with 'X' Top Cap	115 UTIL OPS CARRELS	\$20.88	\$83.52
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	159	8	Z351PT Connector Span Trim 51W 24+3+24	115 UTIL OPS CARRELS	\$26.68	\$213.44
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	160	6	Z372PT Extd Flat Top Trim 72W (72")-36 + 36	115 UTIL OPS CARRELS	\$27.55	\$165.30
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	161	12	CSDC25 Center Drawer 24-3/4Wx14-3/4Dx3H w/Lock Metal	115 UTIL OPS CARRELS	\$55.68	\$668.16
			CSDC25 Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil Lock/omt opts .STD Standard Random key			
ALS	162	32	Z44524T 45Hx24W Tackable Acoustic Non-Ported Tile	115 UTIL OPS CARRELS	\$53.07	\$1,698.24

Mfg	Item	Qty.	Product	Sell Price		
				Alias	Unit	Extended
			FAB Gr opts \$(A) GRD A FAB			
			GRD A FAB .RFG FAB: Refuge			
			Refuge Fab Clr Opts 998 Clr: Mineral			
ALS	163	12	T52472S Primary 24Dx72W Flat Eg Lam w/Grommets	115 UTIL OPS CARRELS	\$163.27	\$1,959.24
			Laminate Grd Opt \$(L2WDGRN) L2 Woodgrain Lam Opts			
			L2 LAM Clr opts .LWBR Lam: Brazilwood			
			Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
			Grommet Type Option .P Plastic Grommet			
ALS	164	24	Z44536E 45Hx36W Tackable Acoustic Ported Base Tile	115 UTIL OPS CARRELS	\$83.23	\$1,997.52
			FAB Gr opts \$(A) GRD A FAB			
			GRD A FAB .RFG FAB: Refuge			
			Refuge Fab Clr Opts 998 Clr: Mineral			
			Receptacle Data Clr opts .EV CLR: Loft			
ALS	165	12	CVAMFC Clarity Value Task Armless	115 UTIL OPS CARRELS	\$419.00	\$5,028.00
			Select Color .CM25 Poppy			
			Frame Color .P4Q Carbon			
			Select Arm Pad Color .G Graphite			
			Select Base .P71 Black			
			Clarity Cylinder opt .2 Standard cylinder			
			Glide/Caster Option .BHT Black Hard			
ALS	166	3	AW4BACC Marker and Eraser Holder	115 UTIL OPS COLLAB	\$59.20	\$177.60
			Paint Options \$(P3) P3 Paint Opts			
			Accent Paint Clr Opts .P7G CLR: Flame			
ALS	167	3	AW4BHOOK Mobile Board Accessory Hooks	115 UTIL OPS COLLAB	\$34.00	\$102.00
			Paint Options \$(P2) P2 Paint Opts			
			P2 Paint Color Opts .PR6 CLR: Silver			
ALS	168	3	AW4MB7248G 72Hx48W Mobile Marker Board Laminated GlassWhite	115 UTIL OPS COLLAB	\$2,084.80	\$6,254.40
			Pnt Grd Opts \$(P2) P2 Paint Opts			
			P2 Paint Color Opts .PR6 CLR: Silver			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	169	3	S913D20 120w Doors Harvest	115 UTIL OPS COLLAB	\$136.50	\$409.50
			Pnt Grd Opts \$(P2) P2 Paint Opts 'Select' Paint Color Opts .PQ8 CLR: Brilliant White			
ALS	170	6	SPLA-HRV-BEA M SPECIAL-S913R72 66w Beam Harvest	115 UTIL OPS COLLAB	\$275.50	\$1,653.00
			.M451326 Pnt Grd Opts \$(P2) P2 Paint Opts 'Select' Paint Color Opts .PQ8 CLR: Brilliant White			
ALS	171	3	S913LNB3629 36d x 29h Non-Powered Lam Base Pair Harvest	115 UTIL OPS COLLAB	\$1,305.50	\$3,916.50
			FSC Option .X X Laminate Grade Opts \$(L1SLD) L1 Gather Core Lam Opts Gather Solid Lam Clrs .LM14 Frosty White Core LAM Edg Clr opts EW Edge: White			
ALS	172	3	SPLA-TP-HRV-WSN 36d x 132w Solid Full Laminate Top Harvest	115 UTIL OPS COLLAB	\$768.50	\$2,305.50
			.M433017 SPECIAL LENGTH TOP Laminate Grade Opts \$(L1SLD) L1 Gather Core Lam Opts Gather Solid Lam Clrs .LM14 Frosty White Core LAM Edg Clr opts .EW Edge: White			
ALS	173	3	SPLA-HRV-CLO SEDLEG 24D X 29H NON-POWERED LAM BASE PAIR HARVEST, CENTER	115 UTIL OPS COLLAB	\$1,397.00	\$4,191.00
			.M451333 FSC Option .X X Laminate Grade Opts \$(L1SLD) L1 Gather Core Lam Opts Gather Solid Lam Clrs .LM14 Frosty White Core LAM Edg Clr opts EW Edge: White			
ALS	174	30	CVAMFC Clarity Value Task Armless	115 UTIL OPS COLLAB	\$419.00	\$12,570.00
			Select Color .CM25 Poppy Frame Color .P4Q Carbon Select Arm Pad Color .G Graphite Select Base .P71 Black Clarity Cylinder opt .2 Standard cylinder			

Mfg	Item	Qty.	Product				Sell Price	
				Alias	Unit	Extended		
			Glide/Caster Option .BHT Black Hard					
ALS	175	24	Z3UCON 1 Universal Connector Block	115 UTIL OPS STATIONS	\$7.25	\$174.00		
ALS	176	4	A871030 Pass-Thru Cable w/o Power Block 30W	115 UTIL OPS STATIONS	\$38.57	\$154.28		
			P Color Option .P CLR: Black					
ALS	177	4	A871130 Pass-Thru Harness w/Power Block 30W	115 UTIL OPS STATIONS	\$42.63	\$170.52		
			P Color Option .P CLR: Black					
ALS	178	16	A871230 Power Harness 30W	115 UTIL OPS STATIONS	\$69.02	\$1,104.32		
			P Color Option .P CLR: Black					
ALS	179	4	A877072 Base Elec In-Feed 6' Sealtight Cable (3+1 2+2)	115 UTIL OPS STATIONS	\$80.91	\$323.64		
			P Color Option .P CLR: Black					
ALS	180	12	A877501 4-Circuit Duplex Receptacle Circuit 1	115 UTIL OPS STATIONS	\$12.76	\$153.12		
			Receptacle Data Ctr opts .EV CLR: Loft					
ALS	181	12	A877502 4-Circuit Duplex Receptacle Circuit 2	115 UTIL OPS STATIONS	\$12.76	\$153.12		
			Receptacle Data Ctr opts .EV CLR: Loft					
ALS	182	12	A877503 4-Circuit Duplex Receptacle Circuit 3	115 UTIL OPS STATIONS	\$12.76	\$153.12		
			Receptacle Data Ctr opts .EV CLR: Loft					
ALS	183	12	A877504 4-Circuit Duplex Receptacle Circuit 4	115 UTIL OPS STATIONS	\$12.76	\$153.12		
			Receptacle Data Ctr opts .EV CLR: Loft					

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	184	2	ALKF23C CORE REMOVE LOCK KIT	115 UTIL OPS STATIONS	\$5.22	\$10.44
			Lock Numbers for LKF24/LKF23C .X101E Key Number 101E			
ALS	185	2	ALKF23C CORE REMOVE LOCK KIT	115 UTIL OPS STATIONS	\$5.22	\$10.44
			Lock Numbers for LKF24/LKF23C .X102E Key Number 102E			
ALS	186	2	ALKF23C CORE REMOVE LOCK KIT	115 UTIL OPS STATIONS	\$5.22	\$10.44
			Lock Numbers for LKF24/LKF23C .X103E Key Number 103E			
ALS	187	2	ALKF23C CORE REMOVE LOCK KIT	115 UTIL OPS STATIONS	\$5.22	\$10.44
			Lock Numbers for LKF24/LKF23C .X104E Key Number 104E			
ALS	188	2	ALKF23C CORE REMOVE LOCK KIT	115 UTIL OPS STATIONS	\$5.22	\$10.44
			Lock Numbers for LKF24/LKF23C .X105E Key Number 105E			
ALS	189	2	ALKF23C CORE REMOVE LOCK KIT	115 UTIL OPS STATIONS	\$5.22	\$10.44
			Lock Numbers for LKF24/LKF23C .X106E Key Number 106E			
ALS	190	2	ALKF23C CORE REMOVE LOCK KIT	115 UTIL OPS STATIONS	\$5.22	\$10.44
			Lock Numbers for LKF24/LKF23C .X107E Key Number 107E			
ALS	191	2	ALKF23C CORE REMOVE LOCK KIT	115 UTIL OPS STATIONS	\$5.22	\$10.44
			Lock Numbers for LKF24/LKF23C .X108E Key Number 108E			
ALS	192	2	ALKF23C CORE REMOVE LOCK KIT	115 UTIL OPS STATIONS	\$5.22	\$10.44
			Lock Numbers for LKF24/LKF23C .X109E Key Number 109E			

Mfg	Item	Qty.	Product	Alias	Sell Price Unit	Extended
ALS	193	2	ALKF23C CORE REMOVE LOCK KIT	115 UTIL OPS STATIONS	\$5.22	\$10.44
			Lock Numbers for LKF24/LKF23C .X110E Key Number 110E			
ALS	194	2	ALKF23C CORE REMOVE LOCK KIT	115 UTIL OPS STATIONS	\$5.22	\$10.44
			Lock Numbers for LKF24/LKF23C .X111E Key Number 111E			
ALS	195	2	ALKF23C CORE REMOVE LOCK KIT	115 UTIL OPS STATIONS	\$5.22	\$10.44
			Lock Numbers for LKF24/LKF23C .X112E Key Number 112E			
ALS	196	12	EPF23018SO Ess Personal File File Open Shelf No Drwrs	115 UTIL OPS STATIONS	\$232.29	\$2,787.48
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	197	20	T6BK Worksurface Bracket Kit	115 UTIL OPS STATIONS	\$14.21	\$284.20
			T6BK Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	198	9	T6CB24L Cantilever Bracket 24D LH Terrace	115 UTIL OPS STATIONS	\$16.82	\$151.38
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	199	9	T6CB24R Cantilever Bracket 24D RH Terrace	115 UTIL OPS STATIONS	\$16.82	\$151.38
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	200	24	Z05030WR Raceway Panel Frame w/o Top Trim 50H x 30W	115 UTIL OPS STATIONS	\$84.10	\$2,018.40
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	201	24	Z05048WR Raceway Panel Frame w/o Top Trim 50H x 48W	115 UTIL OPS STATIONS	\$102.08	\$2,449.92
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	202	2	Z350LL 50H L-90 Light Block Kit with 'L' Top Cap	115 UTIL OPS STATIONS	\$16.82	\$33.64
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	203	16	Z350PE 50H E-End Trim	115 UTIL OPS STATIONS	\$24.07	\$385.12
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	204	4	Z350PF 50H Filler Trim	115 UTIL OPS STATIONS	\$24.07	\$96.28
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	205	2	Z350PL 50H L-90 Degree Trim	115 UTIL OPS STATIONS	\$28.42	\$56.84
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	206	4	Z350TT 50H 3-Way Light Block Kit with 'T' Top Cap	115 UTIL OPS STATIONS	\$19.14	\$76.56
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	207	2	Z350XX 50H 4-Way Light Block Kit with 'X' Top Cap	115 UTIL OPS STATIONS	\$20.88	\$41.76
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	208	8	Z390PT Extd Flat Top Trim 90W (90")-42 + 48	115 UTIL OPS STATIONS	\$32.77	\$262.16
			Pnt Grd Opts \$(P1) P1 Paint Opts			

Mfg	Item	Qty.	Product	Sell Price		
				Alias	Unit	Extended
			Core Clr Opts .P28 CLR: Fossil			
ALS	209	12	Z396PT Extd Flat Top Trim 96W (96")-48+48 or 36+60	115 UTIL OPS STATIONS	\$34.51	\$414.12
			Pnt Grd Opts \$(P1) P1 Paint Opts			
			Core Clr Opts .P28 CLR: Fossil			
ALS	210	5	AFNLFTP-6018 Lateral File Top 60Wx18D Laminate L	115 UTIL OPS STATIONS	\$120.35	\$601.75
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			L2 LAM Clr opts ~ Undecided LAMINATE Option			
			Vinyl Edg opt .E4 Edg: Black			
ALS	211	48	Z44530T 45Hx30W Tackable Acoustic Non-Ported Tile	115 UTIL OPS STATIONS	\$56.84	\$2,728.32
			FAB Gr opts \$(A) GRD A FAB			
			GRD A FAB .RFG FAB: Refuge			
			Refuge Fab Clr Opts 998 Clr: Mineral			
ALS	212	48	Z44548T 45Hx48W Tackable Acoustic Non-Ported Tile	115 UTIL OPS STATIONS	\$71.92	\$3,452.16
			FAB Gr opts \$(A) GRD A FAB			
			GRD A FAB .RFG FAB: Refuge			
			Refuge Fab Clr Opts 998 Clr: Mineral			
ALS	213	6	ELF330NS Ess Lat 30W 39-1/8H 3-12" Drws Sq Pull	115 UTIL OPS STATIONS	\$345.39	\$2,072.34
			ELF330NA Pnt Grd Opts \$(P1) P1 Paint Opts			
			Core Clr Opts .P28 CLR: Fossil			
			Square Pull Clr opt .EL PULL: Matte Silver			
			Lock/omt opts .STD Standard Random key			
ALS	214	12	ELF830NS Ess Lat 30W 28H 2-12" Drws Sq Pull	115 UTIL OPS STATIONS	\$258.39	\$3,100.68
			ELF830NA Pnt Grd Opts \$(P1) P1 Paint Opts			
			Core Clr Opts .P28 CLR: Fossil			
			Square Pull Clr opt .EL PULL: Matte Silver			
			Lock/omt opts .OMT omt Core to Ord key Alike			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	215	19	ELF830NS Ess Lat 30W 28H 2-12" Drws Sq Pull	115 UTIL OPS STATIONS	\$263.61	\$5,008.59
			ELF830NA Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil Square Pull Clr opt .EL PULL: Matte Silver Lock/omt opts .STD Standard Random key			
ALS	216	12	PF197-183S Essentials Support Ped BBF 28Hx18Dx15W Square Pull	115 UTIL OPS STATIONS	\$198.07	\$2,376.84
			PF197-233A Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil Square Pull Clr opt .EL PULL: Matte Silver Lock/omt opts .OMT omt Core to Ord key Alike			
ALS	217	12	T52460S Primary 24Dx60W Flat Eg Lam w/Grommets	115 UTIL OPS STATIONS	\$144.13	\$1,729.56
			Laminate Grd Opt \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB* Grommet Type Option .P Plastic Grommet			
ALS	218	3	SPLA-LTT-4997 EOSLE Lateral File Top 90Wx18D Laminate	115 UTIL OPS STATIONS	\$272.31	\$816.93
			.M433013 SPECIAL LAM TOP Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
ALS	219	1	SPLA-LTT-4997 EOSLE Lateral File Top 90Wx36D Laminate	115 UTIL OPS STATIONS	\$389.76	\$389.76
			.M433018 SPECIAL LAM TOP Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
ALS	220	12	SPLA-SYS-4997 EOSLEG SPECIAL LAMINATE WORKSURFACE, T53096S 30"D X 96" . 1 GROMMET, CENTERED FROM END.	115 UTIL OPS STATIONS	\$350.03	\$4,200.36
			.M432215 SPECIAL LAM TOP Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood			

Mfg	Item	Qty.	Product	Sell Price		
				Alias	Unit	Extended
			Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
ALS	221	12	MIW-KWNO Mimeo Work Chair Knit Back 4D Arms No Firecode	115 UTIL OPS STATIONS	\$544.80	\$6,537.60
			Mimeo Frame Finish opt .BLK Black			
			Mimeo Base Selection .BLK Black			
			Back Carrier Selection .T Titanium			
			Mimeo Lumbar opt .L Lumbar			
			Mimeo Cylinder opt .2 Standard cylinder			
			Mimeo Caster opt .B Black Multi-Surface			
			Mimeo Back Clr Opts .NM22 Loft			
			Mimeo FAB Selections \$(1) GRD 1 UPH			
			Gr 1 Fab .AI Uph: Attire			
			Attire Fab Opts 90 CLR: Blue Lagoon			
ALS	222	2	Z638MCKT 38W Middle Connector Kit Single Sided	115A UTILITIES	\$178.35	\$356.70
ALS	223	3	Z648EMKTS 48W Electrical Mounting Kit Single Sided	115A UTILITIES	\$62.35	\$187.05
ALS	224	2	Z672SB 72W Support Beam	115A UTILITIES	\$251.72	\$503.44
ALS	225	3	Z6CB Cantilever	115A UTILITIES	\$24.65	\$73.95
ALS	226	1	A871024 Pass-Thru Cable w/o Power Block 24W	115A UTILITIES	\$38.57	\$38.57
			P Color Option .P CLR: Black			
ALS	227	3	A871248 Power Harness 48W	115A UTILITIES	\$73.37	\$220.11
			P Color Option .P CLR: Black			
ALS	228	3	A871501 Duplex Recept Circuit 1: 3+1 or 2+2 System	115A UTILITIES	\$12.76	\$38.28
			Receptacle Data Clr opts .EV CLR: Loft			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	229	3	A871502 Duplex Recept Circuit 2: 3+1 or 2+2 System	115A UTILITIES	\$12.76	\$38.28
			Receptacle Data Clr opts .EV CLR: Loft			
ALS	230	1	A877012 12' Power Infeed	115A UTILITIES	\$96.86	\$96.86
			P Color Option .P CLR: Black			
ALS	231	3	Z6BM3048 48W Full Modesty Screen	115A UTILITIES	\$124.12	\$372.36
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	232	1	Z6EPCKTLS End Connector Kit - LH Single Sided	115A UTILITIES	\$189.08	\$189.08
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	233	1	Z6EPCKTRS End Connector Kit - RH Single Sided	115A UTILITIES	\$189.08	\$189.08
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	234	3	Z848PA 48W Hinged Power Access Door	115A UTILITIES	\$30.74	\$92.22
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	235	2	Z53648BE 36DX48W Flat Edge Laminate Benching End Surface	115A UTILITIES	\$151.09	\$302.18
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood Edg Clr opts .DB Edg: Brazilwood *Prev EDB*			
ALS	236	1	Z53648BM 36Dx48W Flat Edge Laminate Benching Mid-Surface	115A UTILITIES	\$151.09	\$151.09
			Laminate Grd Opt \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood			

Mfg	Item	Qty.	Product	Sell Price		
				Alias	Unit	Extended
			Edg Clr opts .DB Edg: Brazilwood *Prev EDB*			
ALS	237	3	PM119-232S Essentials Mobile Ped BF 22-1/2Hx22-7/8Dx15W Sq Pull	115A UTILITIES	\$181.25	\$543.75
			PM119-232A Pnt Grd Opts \$(P1) P1 Paint Opts			
			Core Clr Opts .P28 CLR: Fossil			
			Square Pull Clr opt .EL PULL: Matte Silver			
			Lock/omt opts .STD Standard Random key			
ALS	238	1	Z638ELCL 38D Left Painted Closed End Leg	115A UTILITIES	\$378.45	\$378.45
			Leg Pnt Grd Opts \$(P1) P1 Paint Opts			
			Core Clr Opts .P28 CLR: Fossil			
			Accent Trim Pnt Grd Opts \$(P1) P1 Paint Opts			
			Core Clr Opts .P28 CLR: Fossil			
			Interior Pnt Grd Opts \$(P1) P1 Paint Opts			
			Core Clr Opts .P28 CLR: Fossil			
ALS	239	1	Z638ELCR 38D Right Painted Closed End Leg	115A UTILITIES	\$378.45	\$378.45
			Leg Pnt Grd Opts \$(P1) P1 Paint Opts			
			Core Clr Opts .P28 CLR: Fossil			
			Accent Trim Pnt Grd Opts \$(P1) P1 Paint Opts			
			Core Clr Opts .P28 CLR: Fossil			
			Interior Pnt Grd Opts \$(P1) P1 Paint Opts			
			Core Clr Opts .P28 CLR: Fossil			
ALS	240	3	MIW-KWNO Mimeo Work Chair Knit Back 4D Arms No Firecode	115A UTILITIES	\$544.80	\$1,634.40
			Mimeo Frame Finish opt .BLK Black			
			Mimeo Base Selection .BLK Black			
			Back Carrier Selection .T Titanium			
			Mimeo Lumbar opt .L Lumbar			
			Mimeo Cylinder opt .2 Standard cylinder			
			Mimeo Caster opt .B Black Multi-Surface			
			Mimeo Back Clr Opts .NM22 Loft			
			Mimeo FAB Selections \$(1) GRD 1 UPH			
			Gr 1 Fab .AI Uph: Attire			
			Attire Fab Opts 90 CLR: Blue Lagoon			
ALS	241	1	AW4QBI Interlink IQ Power Base Infeed	204 CONFERENCE	\$203.20	\$203.20

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	242	4	AW4QH60P Interlink IQ Power Harness 60" with Pop-up	204 CONFERENCE	\$144.40	\$577.60
ALS	243	3	AW4QJ36 Interlink IQ Power Jumper 36"	204 CONFERENCE	\$40.80	\$122.40
ALS	244	1	S910MS View Media Shelf	204 CONFERENCE	\$28.50	\$28.50
ALS	245	1	S910P10C View 10' Corded Power	204 CONFERENCE	\$137.50	\$137.50
ALS	246	1	S910PHK HDMI Kit	204 CONFERENCE	\$71.50	\$71.50
ALS	247	2	AW4W60 34" Wire Trough for 60" table	204 CONFERENCE	\$54.50	\$109.00
			Base Polished .P Paint: Black			
ALS	248	2	AW4W72 42 1/4" Wire Trough for 72" table	204 CONFERENCE	\$53.60	\$107.20
			Base Polished .P Paint: Black			
ALS	249	4	AW2TLFCB Aware 30-36D Folding T-Leg CSTR Pnt(Pair)	204 CONFERENCE	\$409.60	\$1,638.40
			Pnt Grd Opts \$(P1) P1 Paint Opts			
			Core Pnt Opts .P28 CLR: Fossil			
			Select Caster .B Caster: Black			
ALS	250	2	AW3LF3060F 30Dx60W Aware Top Lam FlatEdg for T-Folding	204 CONFERENCE	\$206.80	\$413.60
			FSC Option .X Standard Wood			
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			L2 LAM Clr opts .LWBR Lam: Brazilwood			
			Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
			Grommet Options .ATE One Cutout for Popup Pwr 2inbk			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	251	2	AW3LF3072F 30Dx72W Aware Top Lam FlatEdg for T-Folding	204 CONFERENCE	\$237.20	\$474.40
			FSC Option .X Standard Wood			
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			L2 LAM Clr opts .LWBR Lam: Brazilwood			
			Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
			Grommet Options .ATE One Cutout for Popup Pwr 2inbk			
ALS	252	1	S910MT48L View Media 48 Laminate	204 CONFERENCE	\$2,716.00	\$2,716.00
			Laminate Grade Opts \$(L2WGRN) L2 Gather Wdgrn Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Pnt Grd Opts \$(P2) P2 Paint Opts			
			P2 Paint Color Opts .PR6 CLR: Silver			
ALS	253	12	MIW-KWNO Mimeo Work Chair Knit Back 4D Arms No Firecode	204 CONFERENCE	\$544.80	\$6,537.60
			Mimeo Frame Finish opt .BLK Black			
			Mimeo Base Selection .BLK Black			
			Back Carrier Selection .T Titanium			
			Mimeo Lumbar opt .L Lumbar			
			Mimeo Cylinder opt .2 Standard cylinder			
			Mimeo Caster opt .B Black Multi-Surface			
			Mimeo Back Clr Opts .NM22 Loft			
			Mimeo FAB Selections \$(1) GRD 1 UPH			
			Gr 1 Fab .AI Uph: Attire			
			Attire Fab Opts 90 CLR: Blue Lagoon			
ALS	254	42	Z3UCON 1 Universal Connector Block	205 TRANSPORTAT	\$7.25	\$304.50
ALS	255	6	A871030 Pass-Thru Cable w/o Power Block 30W	205 TRANSPORTAT	\$38.57	\$231.42
			P Color Option .P CLR: Black			
ALS	256	4	A871130 Pass-Thru Harness w/Power Block 30W	205 TRANSPORTAT	\$42.63	\$170.52
			P Color Option .P CLR: Black			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	257	10	A871230 Power Harness 30W	205 TRANSPORTAT	\$69.02	\$690.20
			P Color Option .P CLR: Black			
ALS	258	10	A871236 Power Harness 36W	205 TRANSPORTAT	\$69.02	\$690.20
			P Color Option .P CLR: Black			
ALS	259	4	A877072 Base Elec In-Feed 6' Sealtight Cable (3+1 2+2)	205 TRANSPORTAT	\$80.91	\$323.64
			P Color Option .P CLR: Black			
ALS	260	10	A877501 4-Circuit Duplex Receptacle Circuit 1	205 TRANSPORTAT	\$12.76	\$127.60
			Receptacle Data Cir opts .EV CLR: Loft			
ALS	261	10	A877502 4-Circuit Duplex Receptacle Circuit 2	205 TRANSPORTAT	\$12.76	\$127.60
			Receptacle Data Cir opts .EV CLR: Loft			
ALS	262	10	A877503 4-Circuit Duplex Receptacle Circuit 3	205 TRANSPORTAT	\$12.76	\$127.60
			Receptacle Data Cir opts .EV CLR: Loft			
ALS	263	10	A877504 4-Circuit Duplex Receptacle Circuit 4	205 TRANSPORTAT	\$12.76	\$127.60
			Receptacle Data Cir opts .EV CLR: Loft			
ALS	264	2	ALKF23C CORE REMOVE LOCK KIT	205 TRANSPORTAT	\$5.22	\$10.44
			Lock Numbers for LKF24/LKF23C .X201E Key Number 201E			
ALS	265	2	ALKF23C CORE REMOVE LOCK KIT	205 TRANSPORTAT	\$5.22	\$10.44
			Lock Numbers for LKF24/LKF23C .X202E Key Number 202E			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	266	2	ALKF23C CORE REMOVE LOCK KIT	205 TRANSPORTAT	\$5.22	\$10.44
			Lock Numbers for LKF24/LKF23C .X203E Key Number 203E			
ALS	267	2	ALKF23C CORE REMOVE LOCK KIT	205 TRANSPORTAT	\$5.22	\$10.44
			Lock Numbers for LKF24/LKF23C .X204E Key Number 204E			
ALS	268	2	ALKF23C CORE REMOVE LOCK KIT	205 TRANSPORTAT	\$5.22	\$10.44
			Lock Numbers for LKF24/LKF23C .X205E Key Number 205E			
ALS	269	2	ALKF23C CORE REMOVE LOCK KIT	205 TRANSPORTAT	\$5.22	\$10.44
			Lock Numbers for LKF24/LKF23C .X206E Key Number 206E			
ALS	270	2	ALKF23C CORE REMOVE LOCK KIT	205 TRANSPORTAT	\$5.22	\$10.44
			Lock Numbers for LKF24/LKF23C .X207E Key Number 207E			
ALS	271	2	ALKF23C CORE REMOVE LOCK KIT	205 TRANSPORTAT	\$5.22	\$10.44
			Lock Numbers for LKF24/LKF23C .X208E Key Number 208E			
ALS	272	2	ALKF23C CORE REMOVE LOCK KIT	205 TRANSPORTAT	\$5.22	\$10.44
			Lock Numbers for LKF24/LKF23C .X209E Key Number 209E			
ALS	273	2	ALKF23C CORE REMOVE LOCK KIT	205 TRANSPORTAT	\$5.22	\$10.44
			Lock Numbers for LKF24/LKF23C .X210E Key Number 210E			
ALS	274	10	EPF23018SO Ess Personal File File Open Shelf No Drwrs	205 TRANSPORTAT	\$232.29	\$2,322.90
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	275	18	T6BK Worksurface Bracket Kit	205 TRANSPORTAT	\$14.21	\$255.78
			T6BK Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	276	6	T6CB24L Cantilever Bracket 24D LH Terrace	205 TRANSPORTAT	\$16.82	\$100.92
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	277	6	T6CB24R Cantilever Bracket 24D RH Terrace	205 TRANSPORTAT	\$16.82	\$100.92
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	278	20	Z05030WR Raceway Panel Frame w/o Top Trim 50H x 30W	205 TRANSPORTAT	\$84.10	\$1,682.00
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	279	10	Z05036WR Raceway Panel Frame w/o Top Trim 50H x 36W	205 TRANSPORTAT	\$89.90	\$899.00
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	280	28	Z05048WR Raceway Panel Frame w/o Top Trim 50H x 48W	205 TRANSPORTAT	\$102.08	\$2,858.24
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	281	8	Z350LL 50H L-90 Light Block Kit with 'L' Top Cap	205 TRANSPORTAT	\$16.82	\$134.56
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	282	14	Z350PE 50H E-End Trim	205 TRANSPORTAT	\$24.07	\$336.98
			Pnt Grd Opts \$(P1) P1 Paint Opts			

Mfg	Item	Qty.	Product	Sell Price				
				Alias	Unit	Extended		
			Core Clr Opts .P28 CLR: Fossil					
ALS	283	6	Z350PF 50H Filler Trim	205 TRANSPORTAT	\$24.07	\$144.42		
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil					
ALS	284	8	Z350PL 50H L-90 Degree Trim	205 TRANSPORTAT	\$28.42	\$227.36		
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil					
ALS	285	6	Z350TT 50H 3-Way Light Block Kit with 'T' Top Cap	205 TRANSPORTAT	\$19.14	\$114.84		
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil					
ALS	286	17	Z396PT Extd Flat Top Trim 96W (96")-48+48 or 36+60	205 TRANSPORTAT	\$34.51	\$586.67		
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil					
ALS	287	7	Z396PT Extd Flat Top Trim 96W (96")-48+48 or 36+60	205 TRANSPORTAT	\$46.98	\$328.86		
			Pnt Grd Opts \$(P2) P2 Paint Opts 'Select' Paint Clr Opts .PR5 CLR: Champagne Metallic					
ALS	288	2	AFNLFTP-6018 Lateral File Top 60Wx18D Laminate L	205 TRANSPORTAT	\$166.00	\$332.00		
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*					
ALS	289	40	Z44530T 45Hx30W Tackable Acoustic Non-Ported Tile	205 TRANSPORTAT	\$56.84	\$2,273.60		
			FAB Gr opts \$(A) GRD A FAB GRD A FAB .RFG FAB: Refuge Refuge Fab Clr Opts 998 Clr: Mineral					

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	290	20	Z44536T 45Hx36W Tackable Acoustic Non-Ported Tile	205 TRANSPORTAT	\$61.48	\$1,229.60
			FAB Gr opts \$(A) GRD A FAB			
			GRD A FAB .RFG FAB: Refuge			
			Refuge Fab Clr Opts 998 Clr: Mineral			
ALS	291	56	Z44548T 45Hx48W Tackable Acoustic Non-Ported Tile	205 TRANSPORTAT	\$71.92	\$4,027.52
			FAB Gr opts \$(A) GRD A FAB			
			GRD A FAB .RFG FAB: Refuge			
			Refuge Fab Clr Opts 998 Clr: Mineral			
ALS	292	10	ELF830NS Ess Lat 30W 28H 2-12" Drws Sq Pull	205 TRANSPORTAT	\$258.39	\$2,583.90
			ELF830NA Pnt Grd Opts \$(P1) P1 Paint Opts			
			Core Clr Opts .P28 CLR: Fossil			
			Square Pull Clr opt .EL PULL: Matte Silver			
			Lock/omt opts .OMT omt Core to Ord key Alike			
ALS	293	16	ELF830NS Ess Lat 30W 28H 2-12" Drws Sq Pull	205 TRANSPORTAT	\$263.61	\$4,217.76
			ELF830NA Pnt Grd Opts \$(P1) P1 Paint Opts			
			Core Clr Opts .P28 CLR: Fossil			
			Square Pull Clr opt .EL PULL: Matte Silver			
			Lock/omt opts .STD Standard Random key			
ALS	294	10	PF197-183S Essentials Support Ped BBF 28Hx18Dx15W Square Pull	205 TRANSPORTAT	\$217.50	\$2,175.00
			PF197-233A Pnt Grd Opts \$(P2) P2 Paint Opts			
			'Select' Clr Opts .PR5 CLR: Champagne Metallic			
			Square Pull Clr opt .EL PULL: Matte Silver			
			Lock/omt opts .OMT omt Core to Ord key Alike			
ALS	295	2	S913LNB3629 36d x 29h Non-Powered Lam Base Pair Harvest	205 TRANSPORTAT	\$1,305.50	\$2,611.00
			FSC Option .X X			
			Laminate Grade Opts \$(L1SLD) L1 Gather Core Lam Opts			
			Gather Solid Lam Clrs .LM14 Frosty White			
			Core LAM Edg Clr opts EW Edge: White			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	296	10	T52466S Primary 24Dx66W Flat Eg Lam w/Grommets	205 TRANSPORTAT	\$156.31	\$1,563.10
			Laminate Grd Opt \$(L2WDGRN) L2 Woodgrain Lam Opts			
			L2 LAM Clr opts .LWBR Lam: Brazilwood			
			Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
			Grommet Type Option .P Plastic Grommet			
ALS	297	4	SPLA-LTT-4997 Lateral File Top 90Wx18D Laminate EOSLE	205 TRANSPORTAT	\$375.60	\$1,502.40
			.M433013			
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			L2 LAM Clr opts .LWBR Lam: Brazilwood			
			Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
ALS	298	8	SPLA-SYS-4997 SPECIAL LAMINATE WORKSURFACE, T53096S 30"D X 96" EOSLEG . 1 GROMMET, CENTERED FROM END.	205 TRANSPORTAT	\$350.03	\$2,800.24
			.M432215			
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			L2 LAM Clr opts .LWBR Lam: Brazilwood			
			Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
			.P Plastic Grommet			
ALS	299	2	SPLA-SYS-4997 SPECIAL LAMINATE WORKSURFACE, T53096S 30"D X 96" EOSLEG . 1 GROMMET, CENTERED FROM END.	205 TRANSPORTAT	\$350.03	\$700.06
			.M432215			
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			L2 LAM Clr opts .LWBR Lam: Brazilwood			
			Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
			.P Plastic Grommet			
ALS	300	2	S913LTF3620 36d x 120w Solid Full Laminate Top Harvest	205 TRANSPORTAT	\$1,019.50	\$2,039.00
			FSC Option .X X			
			Laminate Grade Opts \$(L1SLD) L1 Gather Core Lam Opts			
			Gather Solid Lam Clrs .LM14 Frosty White			
			Core LAM Edg Clr opts EW Edge: White			
			Pnt Grd Opts \$(P2) P2 Paint Opts			
			'Select' Paint Color Opts .PQ8 CLR: Brilliant White			
ALS	301	10	MIW-KWNO Mimeo Work Chair Knit Back 4D Arms No Firecode	205 TRANSPORTAT	\$544.80	\$5,448.00

Mfg	Item	Qty.	Product	Sell Price		
				Alias	Unit	Extended
			Mimeo Frame Finish opt .BLK Black			
			Mimeo Base Selection .BLK Black			
			Back Carrier Selection .T Titanium			
			Mimeo Lumbar opt .L Lumbar			
			Mimeo Cylinder opt .2 Standard cylinder			
			Mimeo Caster opt .B Black Multi-Surface			
			Mimeo Back Clr Opts .NM22 Loft			
			Mimeo FAB Selections \$(1) GRD 1 UPH			
			Gr 1 Fab .AI Uph: Attire			
			Attire Fab Opts 90 CLR: Blue Lagoon			
JSI	302	1	EC26 Worksurface Power	205A HUDDLE	\$257.50	\$257.50
			Finish Color W White			
JSI	303	1	BU3672-30TTM Bourne 36d x 72w x 30h Rect Table w/Wood/Metal Legs L	205A HUDDLE	\$1,821.50	\$1,821.50
			Top Material LAM Laminate			
			Laminate Top Color BZW Brazilwood			
			Metal Leg Color ASL Arctic Silver			
			Leg Wood Cap Species M Maple Wood Leg Cap Species (Standard)			
			Maple Wood Leg Cap Finish / Paint Selection P Paint Color			
			Paint Colors BWH Bright White			
			Accessory Hooks ~ No Accessory Hooks Selected			
			EC26 Worksurface Power Cut-Out EC26 Cut Out Cut-Out for EC26 Worksurface Power			
ALS	304	4	C5AMFC Clarity Task Armless NOUPH FC	205A HUDDLE	\$507.50	\$2,030.00
			Select Color .CM25 Poppy			
			Frame Color \$(P2) P2 Paint Grade			
			P2 Paint Color Opts .PQ8 Frame: Brilliant White			
			Mesh Carrier/Arm Pad Color .T Titanium			
			Select Base \$(P2) P2 Paint Grade			
			P2 Paint Color Opts .PQ8 Frame: Brilliant White			
			Clarity Cylinder opt .2 Standard cylinder			
			Glide/Caster Option \$(P2) P2 Caster/Glide			
			P2 Caster/Gld Color Opts .PR6 Silver			
ALS	305	2	T624FB Flat Bracket 24D	205B MARKETING	\$14.21	\$28.42

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	306	2	YWC36Z 'Z' Wall Mount Bracket for 36" Wood Overhead	205B MARKETING	\$37.60	\$75.20
ALS	307	2	K62930FENA 29.5Hx30D Op End Supp Freestanding	205B MARKETING	\$246.00	\$492.00
			Pnt Grd Opts \$(P1) P1 Paint Opts CoreClr Opts .P28 CLR: Fossil			
ALS	308	1	Y62924FENP Frstnd 24Dx29-1/2H End Sup Pnl	205B MARKETING	\$80.62	\$80.62
			Pnt Grd Opts \$(P2) P2 Paint Opts 'Select' Paint Color Opts .PR5 CLR: Champagne Metallic			
ALS	309	1	Z6DM1460D Strd Mod Pnl 14Hx60W Pntd Wd	205B MARKETING	\$104.11	\$104.11
			Pnt Grd Opts \$(P1) P1 Paint Opts Stride Wood Paint Clr Opts .M12 CLR: Bungalow			
ALS	310	1	CSDC19 Center Drawer 19Wx14-3/4Dx3H w/Lock Metal	205B MARKETING	\$54.23	\$54.23
			CSDC19 Pnt Grd Opts \$(P2) P2 Paint Opts 'Select' Paint Color Opts .PR5 CLR: Champagne Metallic Lock/omt opts .OMT omt Core to Ord key Alike			
ALS	311	1	T52484SN Primary 24Dx84W Flat Eg Lam w/o Grom	205B MARKETING	\$220.69	\$220.69
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
ALS	312	1	T53072SN Primary 30Dx72W Flat Eg Lam w/o Grom	205B MARKETING	\$184.15	\$184.15
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
ALS	313	1	WKTKFT4H72-F Appr Tackzn 30H 72W Fab Tkbrd Fil Hgt 2 Pc A	205B MARKETING	\$179.90	\$179.90

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
			Tackzone FAB Selection \$(A) Grade A Fab			
			GRD A FAB .EXG FAB: Exchange			
			Exchange FAB Clr Opt 904 CLR: Tolar			
ALS	314	1	T52442S Primary 24Dx42W Flat Eg Lam w/Grommets	205B MARKETING	\$108.17	\$108.17
			Laminate Grd Opt \$(L2WDGRN) L2 Woodgrain Lam Opts			
			L2 LAM Clr opts .LWBR Lam: Brazilwood			
			Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
			Grommet Type Option .P Plastic Grommet			
ALS	315	1	RLM-UUGO Relate Side Std Uph Back/Uph Seat/Glides/Arms	205B MARKETING	\$322.50	\$322.50
			Relate Side Glide Opt .0 Nylon Glide			
			Relate Side Chair Finish opt .PR6 Silver			
			Relate FAB Selections \$(1) GRD 1 UPH			
			Gr 1 Fab .AI FAB: Attire			
			Attire Fab Opts 90 CLR: Blue Lagoon			
ALS	316	1	K2TOC157215H 15Hx72Wx15D Hgd Drs (Woodgrain N/A on cases)	205B MARKETING	\$962.00	\$962.00
			FSC Option .X Standard Wood			
			Case Lam Opts \$(L1CORE) L1 Core Lam Opts			
			Core LAM Clr opts .LM12 Lam: Bungalow			
			Core LAM Edg Clr opts EX Edge: Bungalow			
			Front Lam Opts \$(L2WDGRN) L2 Woodgraing Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Lock Type opt w/ 2 Locks .OMT omt 2 Core To Ord key Alike			
ALS	317	1	MIW-KWNO Mimeo Work Chair Knit Back 4D Arms No Firecode	205B MARKETING	\$598.80	\$598.80
			Mimeo Frame Finish opt .BLK Black			
			Mimeo Base Selection .BLK Black			
			Back Carrier Selection .T Titanium			
			Mimeo Lumbar opt .L Lumbar			
			Mimeo Cylinder opt .2 Standard cylinder			
			Mimeo Caster opt .B Black Multi-Surface			
			Mimeo Back Clr Opts .NM22 Loft			
			Mimeo FAB Selections \$(8) GRD 8 UPH			
			Gr 8 Fab .RS Uph: Brisa			
			Brisa 17 Cambridge Blue			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	318	1	K2T281524BBF 28Hx15.6Wx24D B/B/F Ped	205B MARKETING	\$702.00	\$702.00
			Involve Foot Opt .ZF Stride Foot Opt Foot Color Opts PR6 Silver Involve Pull Opts .SP Square Pull Involve Pull Color Opts PR6 Clr: Silver FSC Option .X Standard Wood Case Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts Woodgrain 2 Clr Opts .LWBR Brazilwood Edge Clr Opt DB Brazilwood *Prev EDB* Front Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts Woodgrain 2 Clr Opts .LWBR Brazilwood Edge Clr Opt DB Brazilwood *Prev EDB* Lock/omt opts .OMT omt Core to Ord key Alike			
ALS	319	1	K2T283624FF 28Hx36Wx24D Lat/Lat Credenza	205B MARKETING	\$854.00	\$854.00
			Involve Foot Opt .ZF Stride Foot Opt Foot Color Opts PR6 Silver Involve Pull Opts .SP Square Pull Involve Pull Color Opts PR6 Clr: Silver FSC Option .X Standard Wood Case Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts Woodgrain 2 Clr Opts .LWBR Brazilwood Edge Clr Opt DB Brazilwood *Prev EDB* Front Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts Woodgrain 2 Clr Opts .LWBR Brazilwood Edge Clr Opt DB Brazilwood *Prev EDB* Lock/omt opts .OMT omt Core to Ord key Alike			
ALS	320	2	T624FB Flat Bracket 24D	205C TRANS. ENGINEER	\$14.21	\$28.42
ALS	321	2	YWC36Z 'Z' Wall Mount Bracket for 36" Wood Overhead	205C TRANS. ENGINEER	\$37.60	\$75.20
ALS	322	2	K62930FENA 29.5Hx30D Op End Supp Freestanding	205C TRANS. ENGINEER	\$246.00	\$492.00
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	323	1	Y62924FENP Frstnd 24Dx29-1/2H End Sup Pnl	205C TRANS. ENGINEER	\$80.62	\$80.62
			Pnt Grd Opts \$(P2) P2 Paint Opts 'Select' Paint Color Opts .PR5 CLR: Champagne Metallic			
ALS	324	1	Z6DM1460D Strd Mod Pnl 14Hx60W Pntd Wd	205C TRANS. ENGINEER	\$104.11	\$104.11
			Pnt Grd Opts \$(P1) P1 Paint Opts Stride Wood Paint Clr Opts .M12 CLR: Bungalow			
ALS	325	1	CSDC19 Center Drawer 19Wx14-3/4Dx3H w/Lock Metal	205C TRANS. ENGINEER	\$54.23	\$54.23
			CSDC19 Pnt Grd Opts \$(P2) P2 Paint Opts 'Select' Paint Color Opts .PR5 CLR: Champagne Metallic Lock/omt opts .OMT omt Core to Ord key Alike			
ALS	326	1	T52484SN Primary 24Dx84W Flat Eg Lam w/o Grom	205C TRANS. ENGINEER	\$220.69	\$220.69
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
ALS	327	1	T53072SN Primary 30Dx72W Flat Eg Lam w/o Grom	205C TRANS. ENGINEER	\$184.15	\$184.15
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
ALS	328	1	WKTKFT4H72-F Appr Tackzn 30H 72W Fab Tkbrd Fll Hgt 2 Pc A	205C TRANS. ENGINEER	\$149.06	\$149.06
			Tackzone FAB Selection \$(A) Grade A Fab GRD A FAB .EXG FAB: Exchange Exchange FAB Clr Opt 904 CLR: Tolar			
ALS	329	1	T52442S Primary 24Dx42W Flat Eg Lam w/Grommets	205C TRANS. ENGINEER	\$108.17	\$108.17
			Laminate Grd Opt \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			

Mfg	Item	Qty.	Product	Sell Price		
				Alias	Unit	Extended
			Grommet Type Option .P Plastic Grommet			
ALS	330	1	RLM-UUGO Relate Side Std Uph Back/Uph Seat/Glides/Arms	205C TRANS. ENGINEER	\$354.75	\$354.75
			Relate Side Glide Opt .0 Nylon Glide			
			Relate Side Chair Finish opt .PR6 Silver			
			Relate FAB Selections \$(1) GRD 1 UPH			
			Gr 1 Fab .AI FAB: Attire			
			Attire Fab Opts 90 CLR: Blue Lagoon			
ALS	331	1	K2TOC157215H 15Hx72Wx15D Hgd Drs (Woodgrain N/A on cases)	205C TRANS. ENGINEER	\$962.00	\$962.00
			FSC Option .X Standard Wood			
			Case Lam Opts \$(L1CORE) L1 Core Lam Opts			
			Core LAM Clr opts .LM12 Lam: Bungalow			
			Core LAM Edg Clr opts EX Edge: Bungalow			
			Front Lam Opts \$(L2WDGRN) L2 Woodgraing Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Lock Type opt w/ 2 Locks .OMT omt 2 Core To Ord key Alike			
ALS	332	1	MIW-KWNO Mimeo Work Chair Knit Back 4D Arms No Firecode	205C TRANS. ENGINEER	\$598.80	\$598.80
			Mimeo Frame Finish opt .BLK Black			
			Mimeo Base Selection .BLK Black			
			Back Carrier Selection .T Titanium			
			Mimeo Lumbar opt .L Lumbar			
			Mimeo Cylinder opt .2 Standard cylinder			
			Mimeo Caster opt .B Black Multi-Surface			
			Mimeo Back Clr Opts .NM22 Loft			
			Mimeo FAB Selections \$(8) GRD 8 UPH			
			Gr 8 Fab .RS Uph: Brisa			
			Brisa 17 Cambridge Blue			
ALS	333	1	K2T281524BBF 28Hx15.6Wx24D B/B/F Ped	205C TRANS. ENGINEER	\$702.00	\$702.00
			Involve Foot Opt .ZF Stride Foot Opt			
			Foot Color Opts PR6 Silver			
			Involve Pull Opts .SP Square Pull			
			Involve Pull Color Opts PR6 Clr: Silver			
			FSC Option .X Standard Wood			
			Case Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			

Mfg	Item	Qty.	Product	Sell Price		
				Alias	Unit	Extended
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Front Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Lock/omt opts .OMT omt Core to Ord key Alike			
ALS	334	1	K2T283624FF 28Hx36Wx24D Lat/Lat Credenza	205C TRANS. ENGINEER	\$854.00	\$854.00
			Involve Foot Opt .ZF Stride Foot Opt			
			Foot Color Opts PR6 Silver			
			Involve Pull Opts .SP Square Pull			
			Involve Pull Color Opts PR6 Clr: Silver			
			FSC Option .X Standard Wood			
			Case Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Front Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Lock/omt opts .OMT omt Core to Ord key Alike			
ALS	335	2	T624FB Flat Bracket 24D	205D TRANS OPERATIONS	\$14.21	\$28.42
ALS	336	2	YWC36Z 'Z' Wall Mount Bracket for 36" Wood Overhead	205D TRANS OPERATIONS	\$37.60	\$75.20
ALS	337	2	K62930FENA 29.5Hx30D Op End Supp Freestanding	205D TRANS OPERATIONS	\$246.00	\$492.00
			Pnt Grd Opts \$(P1) P1 Paint Opts			
			Core Clr Opts .P28 CLR: Fossil			
ALS	338	1	Y62924FENP Frstnd 24Dx29-1/2H End Sup Pnl	205D TRANS OPERATIONS	\$80.62	\$80.62
			Pnt Grd Opts \$(P2) P2 Paint Opts			
			'Select' Paint Color Opts .PR5 CLR: Champagne Metallic			
ALS	339	1	Z6DM1460D Strd Mod Pnl 14Hx60W Pntd Wd	205D TRANS OPERATIONS	\$104.11	\$104.11
			Pnt Grd Opts \$(P1) P1 Paint Opts			
			Stride Wood Paint Clr Opts .M12 CLR: Bungalow			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	340	1	CSDC19 Center Drawer 19Wx14-3/4Dx3H w/Lock Metal	205D TRANS OPERATIONS	\$54.23	\$54.23
			CSDC19 Pnt Grd Opts \$(P2) P2 Paint Opts			
			'Select' Paint Color Opts .PR5 CLR: Champagne Metallic			
			Lock/omt opts .OMT omt Core to Ord key Alike			
ALS	341	1	T52484SN Primary 24Dx84W Flat Eg Lam w/o Grom	205D TRANS OPERATIONS	\$220.69	\$220.69
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			L2 LAM Clr opts .LWBR Lam: Brazilwood			
			Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
ALS	342	1	T53072SN Primary 30Dx72W Flat Eg Lam w/o Grom	205D TRANS OPERATIONS	\$184.15	\$184.15
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			L2 LAM Clr opts .LWBR Lam: Brazilwood			
			Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
ALS	343	1	WTKFT4H72-F Appr Tackzn 30H 72W Fab Tkbrd Fil Hgt 2 Pc A	205D TRANS OPERATIONS	\$179.90	\$179.90
			Tackzone FAB Selection \$(A) Grade A Fab			
			GRD A FAB .EXG FAB: Exchange			
			Exchange FAB Clr Opt 904 CLR: Tolar			
ALS	344	1	T52442S Primary 24Dx42W Flat Eg Lam w/Grommets	205D TRANS OPERATIONS	\$108.17	\$108.17
			Laminate Grd Opt \$(L2WDGRN) L2 Woodgrain Lam Opts			
			L2 LAM Clr opts .LWBR Lam: Brazilwood			
			Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
			Grommet Type Option .P Plastic Grommet			
ALS	345	1	RLM-UUGO Relate Side Std Uph Back/Uph Seat/Glides/Arms	205D TRANS OPERATIONS	\$322.50	\$322.50
			Relate Side Glide Opt .0 Nylon Glide			
			Relate Side Chair Finish opt .PR6 Silver			
			Relate FAB Selections \$(1) GRD 1 UPH			
			Gr 1 Fab .AI FAB: Attire			
			Attire Fab Opts 90 CLR: Blue Lagoon			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	346	1	K2TOC157215H 15Hx72Wx15D Hgd Drs (Woodgrain N/A on cases)	205D TRANS OPERATIONS	\$962.00	\$962.00
			FSC Option .X Standard Wood Case Lam Opts \$(L1CORE) L1 Core Lam Opts Core LAM Clr opts .LM12 Lam: Bungalow Core LAM Edg Clr opts EX Edge: Bungalow Front Lam Opts \$(L2WDGRN) L2 Woodgraing Lam Opts Woodgrain 2 Clr Opts .LWBR Brazilwood Edge Clr Opt DB Brazilwood *Prev EDB* Lock Type opt w/ 2 Locks .OMT omt 2 Core To Ord key Alike			
ALS	347	1	MIW-KWNO Mimeo Work Chair Knit Back 4D Arms No Firecode	205D TRANS OPERATIONS	\$598.80	\$598.80
			Mimeo Frame Finish opt .BLK Black Mimeo Base Selection .BLK Black Back Carrier Selection .T Titanium Mimeo Lumbar opt .L Lumbar Mimeo Cylinder opt .2 Standard cylinder Mimeo Caster opt .B Black Multi-Surface Mimeo Back Clr Opts .NM22 Loft Mimeo FAB Selections \$(8) GRD 8 UPH Gr 8 Fab .RS Uph: Brisa Brisa 17 Cambridge Blue			
ALS	348	1	K2T281524BBF 28Hx15.6Wx24D B/B/F Ped	205D TRANS OPERATIONS	\$702.00	\$702.00
			Involve Foot Opt .ZF Stride Foot Opt Foot Color Opts PR6 Silver Involve Pull Opts .SP Square Pull Involve Pull Color Opts PR6 Clr: Silver FSC Option .X Standard Wood Case Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts Woodgrain 2 Clr Opts .LWBR Brazilwood Edge Clr Opt DB Brazilwood *Prev EDB* Front Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts Woodgrain 2 Clr Opts .LWBR Brazilwood Edge Clr Opt DB Brazilwood *Prev EDB* Lock/omt opts .OMT omt Core to Ord key Alike			
ALS	349	1	K2T283624FF 28Hx36Wx24D Lat/Lat Credenza	205D TRANS OPERATIONS	\$854.00	\$854.00
			Involve Foot Opt .ZF Stride Foot Opt Foot Color Opts PR6 Silver			

Mfg	Item	Qty.	Product	Sell Price		
				Alias	Unit	Extended
			Involve Pull Opts .SP Square Pull			
			Involve Pull Color Opts PR6 Clr: Silver			
			FSC Option .X Standard Wood			
			Case Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Front Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Lock/omt opts .OMT omt Core to Ord key Alike			
ALS	350	1	AKMX Cobra Kybd Platfrm/Dual Ctrl/Sit to Stand/Mse Tray	205E TRANS. DIRECTOR	\$136.59	\$136.59
ALS	351	1	T624FB Flat Bracket 24D	205E TRANS. DIRECTOR	\$14.21	\$14.21
ALS	352	5	ALKF23C CORE REMOVE LOCK KIT	205E TRANS. DIRECTOR	\$7.20	\$36.00
			Lock Numbers for LKF24/LKF23C .X219E Key Number 219E			
ALS	353	1	ABX34FG X Base Large, Fixed Hgt w/Glides	205E TRANS. DIRECTOR	\$221.60	\$221.60
			Pnt Grd Opts \$(P2) P2 Paint Opts			
			'Select' Paint Color Opts .PR5 CLR: Champagne Metallic			
ALS	354	2	K62930FENA 29.5Hx30D Op End Supp Freestanding	205E TRANS. DIRECTOR	\$246.00	\$492.00
			Pnt Grd Opts \$(P1) P1 Paint Opts			
			Core Clr Opts .P28 CLR: Fossil			
ALS	355	1	Z6DM1460D Strd Mod Pnl 14Hx60W Pntd Wd	205E TRANS. DIRECTOR	\$104.11	\$104.11
			Pnt Grd Opts \$(P1) P1 Paint Opts			
			Stride Wood Paint Clr Opts .M12 CLR: Bungalow			
ALS	356	1	T52472SN Primary 24Dx72W Flat Eg Lam w/o Grom	205E TRANS. DIRECTOR	\$163.27	\$163.27
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			

Mfg	Item	Qty.	Product	Sell Price		
				Alias	Unit	Extended
			L2 LAM Clr opts .LWBR Lam: Brazilwood Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
ALS	357	1	T53096SN Primary 30Dx96W Flat Eg Lam w/o Grom	205E TRANS. DIRECTOR	\$305.95	\$305.95
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
ALS	358	1	ALM48RND 48" Dia Rnd Top,Lam,Flat Edg	205E TRANS. DIRECTOR	\$236.93	\$236.93
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB* One Grommet Opt .C0 No Grommets			
ALS	359	1	T52448S Primary 24Dx48W Flat Eg Lam w/Grommets	205E TRANS. DIRECTOR	\$117.74	\$117.74
			Laminate Grd Opt \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB* Grommet Type Option .P Plastic Grommet			
ALS	360	5	RLM-UUGO Relate Side Std Uph Back/Uph Seat/Glides/Arms	205E TRANS. DIRECTOR	\$322.50	\$1,612.50
			Relate Side Glide Opt .0 Nylon Glide Relate Side Chair Finish opt .PR6 Silver Relate FAB Selections \$(1) GRD 1 UPH Gr 1 Fab .AI FAB: Attire Attire Fab Opts 90 CLR: Blue Lagoon			
ALS	361	1	K2TBC723615A 72.5Hx36Wx15D Open Bkcs	205E TRANS. DIRECTOR	\$1,122.80	\$1,122.80
			Involve Foot Opt .ZF Stride Foot Opt Foot Color Opts PR6 Silver Paint Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil FSC Option .X Standard Wood Case Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts Woodgrain 2 Clr Opts .LWBR Brazilwood Edge Clr Opt DB Brazilwood *Prev EDB*			

Mfg	Item	Qty.	Product	Sell Price		
				Alias	Unit	Extended
ALS	362	1	MIW-KWNO Mimeo Work Chair Knit Back 4D Arms No Firecode	205E TRANS. DIRECTOR	\$598.80	\$598.80
			Mimeo Frame Finish opt .BLK Black			
			Mimeo Base Selection .BLK Black			
			Back Carrier Selection .T Titanium			
			Mimeo Lumbar opt .L Lumbar			
			Mimeo Cylinder opt .2 Standard cylinder			
			Mimeo Caster opt .B Black Multi-Surface			
			Mimeo Back Clr Opts .NM22 Loft			
			Mimeo FAB Selections \$(8) GRD 8 UPH			
			Gr 8 Fab .RS Uph: Brisa			
			Brisa 17 Cambridge Blue			
ALS	363	1	K2T281524BBF 28Hx15.6Wx24D B/B/F Ped	205E TRANS. DIRECTOR	\$702.00	\$702.00
			Involve Foot Opt .ZF Stride Foot Opt			
			Foot Color Opts PR6 Silver			
			Involve Pull Opts .SP Square Pull			
			Involve Pull Color Opts PR6 Clr: Silver			
			FSC Option .X Standard Wood			
			Case Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Front Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Lock/omt opts .OMT omt Core to Ord key Alike			
ALS	364	1	K2T283624FF 28Hx36Wx24D Lat/Lat Credenza	205E TRANS. DIRECTOR	\$854.00	\$854.00
			Involve Foot Opt .ZF Stride Foot Opt			
			Foot Color Opts PR6 Silver			
			Involve Pull Opts .SP Square Pull			
			Involve Pull Color Opts PR6 Clr: Silver			
			FSC Option .X Standard Wood			
			Case Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Front Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Lock/omt opts .OMT omt Core to Ord key Alike			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	365	1	K2T283624FF 28Hx36Wx24D Lat/Lat Credenza	205E TRANS. DIRECTOR	\$854.00	\$854.00
			Involve Foot Opt .ZF Stride Foot Opt Foot Color Opts PR6 Silver Involve Pull Opts .SP Square Pull Involve Pull Color Opts PR6 Clr: Silver FSC Option .X Standard Wood Case Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts Woodgrain 2 Clr Opts .LWBR Brazilwood Edge Clr Opt DB Brazilwood *Prev EDB* Front Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts Woodgrain 2 Clr Opts .LWBR Brazilwood Edge Clr Opt DB Brazilwood *Prev EDB* Lock/omt opts .OMT omt Core to Ord key Alike			
ALS	366	1	K2TT722424RB 72.5Hx24Wx24D RH Wrdrb Hgd+B/B/F Twr BF	205E TRANS. DIRECTOR	\$1,650.80	\$1,650.80
			Involve Foot Opt .ZF Stride Foot Opt Foot Color Opts PR6 Silver Involve Pull Opts .SP Square Pull Involve Pull Color Opts PR6 Clr: Silver Paint Grd Opts \$(P2) P2 Paint Opts 'Select' Paint Clr Opts .PR5 CLR: Champagne Metallic FSC Option .X Standard Wood Case Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts Woodgrain 2 Clr Opts .LWBR Brazilwood Edge Clr Opt DB Brazilwood *Prev EDB* Front Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts Woodgrain 2 Clr Opts .LWBR Brazilwood Edge Clr Opt DB Brazilwood *Prev EDB* Lock Type opt w/ 2 Locks .OMT omt 2 Core To Ord key Alike			
ALS	367	1	AKMX Cobra Kybd Platfrm/Dual Ctrl/Sit to Stand/Mse Tray	205F ASSISTANT	\$136.59	\$136.59
ALS	368	1	T624FB Flat Bracket 24D	205F ASSISTANT	\$14.21	\$14.21
ALS	369	5	ALKF23C CORE REMOVE LOCK KIT	205F ASSISTANT	\$5.22	\$26.10
			Lock Numbers for LKF24/LKF23C .X215E Key Number 215E			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	370	1	ABX34FG X Base Large, Fixed Hgt w/Glides	205F ASSISTANT	\$221.60	\$221.60
			Pnt Grd Opts \$(P2) P2 Paint Opts 'Select' Paint Color Opts .PR5 CLR: Champagne Metallic			
ALS	371	2	K62930FENA 29.5Hx30D Op End Supp Freestanding	205F ASSISTANT	\$246.00	\$492.00
			Pnt Grd Opts \$(P1) P1 Paint Opts CoreClr Opts .P28 CLR: Fossil			
ALS	372	1	Z6DM1460D Strd Mod Pnl 14Hx60W Pntd Wd	205F ASSISTANT	\$104.11	\$104.11
			Pnt Grd Opts \$(P1) P1 Paint Opts Stride Wood Paint Clr Opts .M12 CLR: Bungalow			
ALS	373	1	T52472SN Primary 24Dx72W Flat Eg Lam w/o Grom	205F ASSISTANT	\$163.27	\$163.27
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
ALS	374	1	T53096SN Primary 30Dx96W Flat Eg Lam w/o Grom	205F ASSISTANT	\$305.95	\$305.95
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
ALS	375	1	ALM48RND 48" Dia Rnd Top,Lam,Flat Edg	205F ASSISTANT	\$326.80	\$326.80
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB* One Grommet Opt .C0 No Grommets			
ALS	376	1	T52448S Primary 24Dx48W Flat Eg Lam w/Grommets	205F ASSISTANT	\$117.74	\$117.74
			Laminate Grd Opt \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			

Mfg	Item	Qty.	Product	Sell Price		
				Alias	Unit	Extended
			Grommet Type Option .P Plastic Grommet			
ALS	377	5	RLM-UUGO Relate Side Std Uph Back/Uph Seat/Glides/Arms	205F ASSISTANT	\$322.50	\$1,612.50
			Relate Side Glide Opt .0 Nylon Glide			
			Relate Side Chair Finish opt .PR6 Silver			
			Relate FAB Selections \$(1) GRD 1 UPH			
			Gr 1 Fab .AI FAB: Attire			
			Attire Fab Opts 90 CLR: Blue Lagoon			
ALS	378	1	K2TBC723615A 72.5Hx36Wx15D Open Bkcs	205F ASSISTANT	\$1,122.80	\$1,122.80
			Involve Foot Opt .ZF Stride Foot Opt			
			Foot Color Opts PR6 Silver			
			Paint Grd Opts \$(P1) P1 Paint Opts			
			Core Clr Opts .P28 CLR: Fossil			
			FSC Option .X Standard Wood			
			Case Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
ALS	379	1	MIW-KWNO Mimeo Work Chair Knit Back 4D Arms No Firecode	205F ASSISTANT	\$598.80	\$598.80
			Mimeo Frame Finish opt .BLK Black			
			Mimeo Base Selection .BLK Black			
			Back Carrier Selection .T Titanium			
			Mimeo Lumbar opt .L Lumbar			
			Mimeo Cylinder opt .2 Standard cylinder			
			Mimeo Caster opt .B Black Multi-Surface			
			Mimeo Back Clr Opts .NM22 Loft			
			Mimeo FAB Selections \$(8) GRD 8 UPH			
			Gr 8 Fab .RS Uph: Brisa			
			Brisa 17 Cambridge Blue			
ALS	380	1	K2T281524BBF 28Hx15.6Wx24D B/B/F Ped	205F ASSISTANT	\$702.00	\$702.00
			Involve Foot Opt .ZF Stride Foot Opt			
			Foot Color Opts PR6 Silver			
			Involve Pull Opts .SP Square Pull			
			Involve Pull Color Opts PR6 Clr: Silver			
			FSC Option .X Standard Wood			
			Case Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			

Mfg	Item	Qty.	Product	Sell Price		
				Alias	Unit	Extended
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Front Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Lock/omt opts .OMT omt Core to Ord key Alike			
ALS	381	2	K2T283624FF 28Hx36Wx24D Lat/Lat Credenza	205F ASSISTANT	\$854.00	\$1,708.00
			Involve Foot Opt .ZF Stride Foot Opt			
			Foot Color Opts PR6 Silver			
			Involve Pull Opts .SP Square Pull			
			Involve Pull Color Opts PR6 Clr: Silver			
			FSC Option .X Standard Wood			
			Case Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Front Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Lock/omt opts .OMT omt Core to Ord key Alike			
ALS	382	1	K2TT722424LB 72.5Hx24Wx24D LH Wrdrb Hgd+B/B/F Twr BF	205F ASSISTANT	\$1,650.80	\$1,650.80
			Involve Foot Opt .ZF Stride Foot Opt			
			Foot Color Opts PR6 Silver			
			Involve Pull Opts .SP Square Pull			
			Involve Pull Color Opts PR6 Clr: Silver			
			Paint Grd Opts \$(P2) P2 Paint Opts			
			'Select' Paint Clr Opts .PR5 CLR: Champagne Metallic			
			FSC Option .X Standard Wood			
			Case Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Front Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Lock Type opt w/ 2 Locks .OMT omt 2 Core To Ord key Alike			
ALS	383	2	T624FB Flat Bracket 24D	205G CIP PROGRAMS	\$14.21	\$28.42
ALS	384	2	YWC36Z 'Z' Wall Mount Bracket for 36" Wood Overhead	205G CIP PROGRAMS	\$37.60	\$75.20

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	385	2	K62930FENA 29.5Hx30D Op End Supp Freestanding	205G CIP PROGRAMS	\$246.00	\$492.00
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	386	1	Y62924FENP Frstnd 24Dx29-1/2H End Sup Pnl	205G CIP PROGRAMS	\$80.62	\$80.62
			Pnt Grd Opts \$(P2) P2 Paint Opts 'Select' Paint Color Opts .PR5 CLR: Champagne Metallic			
ALS	387	1	Z6DM1460D Strd Mod Pnl 14Hx60W Pntd Wd	205G CIP PROGRAMS	\$104.11	\$104.11
			Pnt Grd Opts \$(P1) P1 Paint Opts Stride Wood Paint Clr Opts .M12 CLR: Bungalow			
ALS	388	1	CSDC19 Center Drawer 19Wx14-3/4Dx3H w/Lock Metal	205G CIP PROGRAMS	\$54.23	\$54.23
			CSDC19 Pnt Grd Opts \$(P2) P2 Paint Opts 'Select' Paint Color Opts .PR5 CLR: Champagne Metallic Lock/omt opts .OMT omt Core to Ord key Alike			
ALS	389	1	T52484SN Primary 24Dx84W Flat Eg Lam w/o Grom	205G CIP PROGRAMS	\$220.69	\$220.69
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
ALS	390	1	T53072SN Primary 30Dx72W Flat Eg Lam w/o Grom	205G CIP PROGRAMS	\$184.15	\$184.15
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
ALS	391	1	WKTKFT4H72-F Appr Tackzn 30H 72W Fab Tkbrd Fil Hgt 2 Pc A	205G CIP PROGRAMS	\$149.06	\$149.06
			Tackzone FAB Selection \$(A) Grade A Fab GRD A FAB .EXG FAB: Exchange Exchange FAB Clr Opt 904 CLR: Tolar			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	392	1	T52442S Primary 24Dx42W Flat Eg Lam w/Grommets	205G CIP PROGRAMS	\$108.17	\$108.17
			Laminate Grd Opt \$(L2WDGRN) L2 Woodgrain Lam Opts			
			L2 LAM Clr opts .LWBR Lam: Brazilwood			
			Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
			Grommet Type Option .P Plastic Grommet			
ALS	393	1	RLM-UUGO Relate Side Std Uph Back/Uph Seat/Glides/Arms	205G CIP PROGRAMS	\$322.50	\$322.50
			Relate Side Glide Opt .0 Nylon Glide			
			Relate Side Chair Finish opt .PR6 Silver			
			Relate FAB Selections \$(1) GRD 1 UPH			
			Gr 1 Fab .AI FAB: Attire			
			Attire Fab Opts 90 CLR: Blue Lagoon			
ALS	394	1	K2TOC157215H 15Hx72Wx15D Hgd Drs (Woodgrain N/A on cases)	205G CIP PROGRAMS	\$962.00	\$962.00
			FSC Option .X Standard Wood			
			Case Lam Opts \$(L1CORE) L1 Core Lam Opts			
			Core LAM Clr opts .LM12 Lam: Bungalow			
			Core LAM Edg Clr opts EX Edge: Bungalow			
			Front Lam Opts \$(L2WDGRN) L2 Woodgraing Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Lock Type opt w/ 2 Locks .OMT omt 2 Core To Ord key Alike			
ALS	395	1	MIW-KWNO Mimeo Work Chair Knit Back 4D Arms No Firecode	205G CIP PROGRAMS	\$598.80	\$598.80
			Mimeo Frame Finish opt .BLK Black			
			Mimeo Base Selection .BLK Black			
			Back Carrier Selection .T Titanium			
			Mimeo Lumbar opt .L Lumbar			
			Mimeo Cylinder opt .2 Standard cylinder			
			Mimeo Caster opt .B Black Multi-Surface			
			Mimeo Back Clr Opts .NM22 Loft			
			Mimeo FAB Selections \$(8) GRD 8 UPH			
			Gr 8 Fab .RS Uph: Brisa			
			Brisa 17 Cambridge Blue			
ALS	396	1	K2T281524BBF 28Hx15.6Wx24D B/B/F Ped	205G CIP PROGRAMS	\$702.00	\$702.00
			Involve Foot Opt .ZF Stride Foot Opt			

Mfg	Item	Qty.	Product	Sell Price		
				Alias	Unit	Extended
			Foot Color Opts PR6 Silver			
			Involve Pull Opts .SP Square Pull			
			Involve Pull Color Opts PR6 Clr: Silver			
			FSC Option .X Standard Wood			
			Case Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Front Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Lock/omt opts .OMT omt Core to Ord key Alike			
ALS	397	1	K2T283624FF 28Hx36Wx24D Lat/Lat Credenza	205G CIP PROGRAMS	\$854.00	\$854.00
			Involve Foot Opt .ZF Stride Foot Opt			
			Foot Color Opts PR6 Silver			
			Involve Pull Opts .SP Square Pull			
			Involve Pull Color Opts PR6 Clr: Silver			
			FSC Option .X Standard Wood			
			Case Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Front Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Lock/omt opts .OMT omt Core to Ord key Alike			
ALS	398	2	T624FB Flat Bracket 24D	205H TRANSIT COORD.	\$14.21	\$28.42
ALS	399	2	YWC36Z 'Z' Wall Mount Bracket for 36" Wood Overhead	205H TRANSIT COORD.	\$37.60	\$75.20
ALS	400	2	K62930FENA 29.5Hx30D Op End Supp Freestanding	205H TRANSIT COORD.	\$246.00	\$492.00
			Pnt Grd Opts \$(P1) P1 Paint Opts			
			Core Clr Opts .P28 CLR: Fossil			
ALS	401	1	Y62924FENP Frstnd 24Dx29-1/2H End Sup Pnl	205H TRANSIT COORD.	\$80.62	\$80.62
			Pnt Grd Opts \$(P2) P2 Paint Opts			
			'Select' Paint Color Opts .PR5 CLR: Champagne Metallic			

Mfg	Item	Qty.	Product	Sell Price		
				Alias	Unit	Extended
ALS	402	1	Z6DM1460D Strd Mod Pnl 14Hx60W Pntd Wd	205H TRANSIT COORD.	\$104.11	\$104.11
			Pnt Grd Opts \$(P1) P1 Paint Opts			
			Stride Wood Paint Clr Opts .M12 CLR: Bungalow			
ALS	403	1	CSDC19 Center Drawer 19Wx14-3/4Dx3H w/Lock Metal	205H TRANSIT COORD.	\$54.23	\$54.23
			CSDC19 Pnt Grd Opts \$(P2) P2 Paint Opts			
			'Select' Paint Color Opts .PR5 CLR: Champagne Metallic			
			Lock/omt opts .OMT omt Core to Ord key Alike			
ALS	404	1	T52484SN Primary 24Dx84W Flat Eg Lam w/o Grom	205H TRANSIT COORD.	\$220.69	\$220.69
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			L2 LAM Clr opts .LWBR Lam: Brazilwood			
			Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
ALS	405	1	T53072SN Primary 30Dx72W Flat Eg Lam w/o Grom	205H TRANSIT COORD.	\$184.15	\$184.15
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			L2 LAM Clr opts .LWBR Lam: Brazilwood			
			Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
ALS	406	1	WTKFT4H72-F Appr Tackzn 30H 72W Fab Tkbrd Fll Hgt 2 Pc A	205H TRANSIT COORD.	\$205.60	\$205.60
			Tackzone FAB Selection \$(A) Grade A Fab			
			GRD A FAB .EXG FAB: Exchange			
			Exchange FAB Clr Opt 904 CLR: Tolar			
ALS	407	1	T52442S Primary 24Dx42W Flat Eg Lam w/Grommets	205H TRANSIT COORD.	\$108.17	\$108.17
			Laminate Grd Opt \$(L2WDGRN) L2 Woodgrain Lam Opts			
			L2 LAM Clr opts .LWBR Lam: Brazilwood			
			Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
			Grommet Type Option .P Plastic Grommet			
ALS	408	1	RLM-UUGO Relate Side Std Uph Back/Uph Seat/Glides/Arms	205H TRANSIT COORD.	\$322.50	\$322.50
			Relate Side Glide Opt .0 Nylon Glide			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
			Relate Side Chair Finish opt .PR6 Silver			
			Relate FAB Selections \$(1) GRD 1 UPH			
			Gr 1 Fab .AI FAB: Attire			
			Attire Fab Opts 90 CLR: Blue Lagoon			
ALS	409	1	K2TOC157215H 15Hx72Wx15D Hgd Drs (Woodgrain N/A on cases)	205H TRANSIT COORD.	\$962.00	\$962.00
			FSC Option .X Standard Wood			
			Case Lam Opts \$(L1CORE) L1 Core Lam Opts			
			Core LAM Clr opts .LM12 Lam: Bungalow			
			Core LAM Edg Clr opts EX Edge: Bungalow			
			Front Lam Opts \$(L2WDGRN) L2 Woodgraing Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Lock Type opt w/ 2 Locks .OMT omt 2 Core To Ord key Alike			
ALS	410	1	MIW-KWNO Mimeo Work Chair Knit Back 4D Arms No Firecode	205H TRANSIT COORD.	\$598.80	\$598.80
			Mimeo Frame Finish opt .BLK Black			
			Mimeo Base Selection .BLK Black			
			Back Carrier Selection .T Titanium			
			Mimeo Lumbar opt .L Lumbar			
			Mimeo Cylinder opt .2 Standard cylinder			
			Mimeo Caster opt .B Black Multi-Surface			
			Mimeo Back Clr Opts .NM22 Loft			
			Mimeo FAB Selections \$(8) GRD 8 UPH			
			Gr 8 Fab .RS Uph: Brisa			
			Brisa 17 Cambridge Blue			
ALS	411	1	K2T281524BBF 28Hx15.6Wx24D B/B/F Ped	205H TRANSIT COORD.	\$702.00	\$702.00
			Involve Foot Opt .ZF Stride Foot Opt			
			Foot Color Opts PR6 Silver			
			Involve Pull Opts .SP Square Pull			
			Involve Pull Color Opts PR6 Clr: Silver			
			FSC Option .X Standard Wood			
			Case Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Front Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Lock/omt opts .OMT omt Core to Ord key Alike			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	412	1	K2T283624FF 28Hx36Wx24D Lat/Lat Credenza	205H TRANSIT COORD.	\$854.00	\$854.00
			Involve Foot Opt .ZF Stride Foot Opt Foot Color Opts PR6 Silver Involve Pull Opts .SP Square Pull Involve Pull Color Opts PR6 Clr: Silver FSC Option .X Standard Wood Case Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts Woodgrain 2 Clr Opts .LWBR Brazilwood Edge Clr Opt DB Brazilwood *Prev EDB* Front Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts Woodgrain 2 Clr Opts .LWBR Brazilwood Edge Clr Opt DB Brazilwood *Prev EDB* Lock/omt opts .OMT omt Core to Ord key Alike			
ALS	413	2	T624FB Flat Bracket 24D	205J CHIEF CONST. INSP	\$14.21	\$28.42
ALS	414	2	YWC36Z 'Z' Wall Mount Bracket for 36" Wood Overhead	205J CHIEF CONST. INSP	\$37.60	\$75.20
ALS	415	2	K62930FENA 29.5Hx30D Op End Supp Freestanding	205J CHIEF CONST. INSP	\$246.00	\$492.00
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	416	1	Y62924FENP Frstnd 24Dx29-1/2H End Sup Pnl	205J CHIEF CONST. INSP	\$80.62	\$80.62
			Pnt Grd Opts \$(P2) P2 Paint Opts 'Select' Paint Color Opts .PR5 CLR: Champagne Metallic			
ALS	417	1	Z6DM1460D Strd Mod Pnl 14Hx60W Pntd Wd	205J CHIEF CONST. INSP	\$104.11	\$104.11
			Pnt Grd Opts \$(P1) P1 Paint Opts Stride Wood Paint Clr Opts .M12 CLR: Bungalow			
ALS	418	1	CSDC19 Center Drawer 19Wx14-3/4Dx3H w/Lock Metal	205J CHIEF CONST. INSP	\$54.23	\$54.23
			CSDC19 Pnt Grd Opts \$(P2) P2 Paint Opts			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
			'Select' Paint Color Opts .PR5 CLR: Champagne Metallic Lock/omt opts .OMT omt Core to Ord key Alike			
ALS	419	1	T52484SN Primary 24Dx84W Flat Eg Lam w/o Grom	205J CHIEF CONST. INSP	\$220.69	\$220.69
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
ALS	420	1	T53072SN Primary 30Dx72W Flat Eg Lam w/o Grom	205J CHIEF CONST. INSP	\$184.15	\$184.15
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
ALS	421	1	WTKFT4H72-F Appr Tackzn 30H 72W Fab Tkbrd Fll Hgt 2 Pc A	205J CHIEF CONST. INSP	\$205.60	\$205.60
			Tackzone FAB Selection \$(A) Grade A Fab GRD A FAB .EXG FAB: Exchange Exchange FAB Clr Opt 904 CLR: Tolar			
ALS	422	1	T52442S Primary 24Dx42W Flat Eg Lam w/Grommets	205J CHIEF CONST. INSP	\$108.17	\$108.17
			Laminate Grd Opt \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB* Grommet Type Option .P Plastic Grommet			
ALS	423	1	RLM-UUGO Relate Side Std Uph Back/Uph Seat/Glides/Arms	205J CHIEF CONST. INSP	\$322.50	\$322.50
			Relate Side Glide Opt .0 Nylon Glide Relate Side Chair Finish opt .PR6 Silver Relate FAB Selections \$(1) GRD 1 UPH Gr 1 Fab .AI FAB: Attire Attire Fab Opts 90 CLR: Blue Lagoon			
ALS	424	1	K2TOC157215H 15Hx72Wx15D Hgd Drs (Woodgrain N/A on cases)	205J CHIEF CONST. INSP	\$962.00	\$962.00
			FSC Option .X Standard Wood Case Lam Opts \$(L1CORE) L1 Core Lam Opts Core LAM Clr opts .LM12 Lam: Bungalow			

Mfg	Item	Qty.	Product	Sell Price		
				Alias	Unit	Extended
			Core LAM Edg Clr opts EX Edge: Bungalow			
			Front Lam Opts \$(L2WDGRN) L2 Woodgraing Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Lock Type opt w/ 2 Locks .OMT omt 2 Core To Ord key Alike			
ALS	425	1	MIW-KWNO Mimeo Work Chair Knit Back 4D Arms No Firecode	205J CHIEF CONST. INSP	\$598.80	\$598.80
			Mimeo Frame Finish opt .BLK Black			
			Mimeo Base Selection .BLK Black			
			Back Carrier Selection .T Titanium			
			Mimeo Lumbar opt .L Lumbar			
			Mimeo Cylinder opt .2 Standard cylinder			
			Mimeo Caster opt .B Black Multi-Surface			
			Mimeo Back Clr Opts .NM22 Loft			
			Mimeo FAB Selections \$(8) GRD 8 UPH			
			Gr 8 Fab .RS Uph: Brisa			
			Brisa 17 Cambridge Blue			
ALS	426	1	K2T281524BBF 28Hx15.6Wx24D B/B/F Ped	205J CHIEF CONST. INSP	\$702.00	\$702.00
			Involve Foot Opt .ZF Stride Foot Opt			
			Foot Color Opts PR6 Silver			
			Involve Pull Opts .SP Square Pull			
			Involve Pull Color Opts PR6 Clr: Silver			
			FSC Option .X Standard Wood			
			Case Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Front Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Lock/omt opts .OMT omt Core to Ord key Alike			
ALS	427	1	K2T283624FF 28Hx36Wx24D Lat/Lat Credenza	205J CHIEF CONST. INSP	\$854.00	\$854.00
			Involve Foot Opt .ZF Stride Foot Opt			
			Foot Color Opts PR6 Silver			
			Involve Pull Opts .SP Square Pull			
			Involve Pull Color Opts PR6 Clr: Silver			
			FSC Option .X Standard Wood			
			Case Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Front Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			

Mfg	Item	Qty.	Product	Sell Price		
				Alias	Unit	Extended
			Woodgrain 2 Clr Opts .LWBR Brazilwood Edge Clr Opt DB Brazilwood *Prev EDB* Lock/omt opts .OMT omt Core to Ord key Alike			
ALS	428	2	T624FB Flat Bracket 24D	205K FUTURE OFFICE	\$14.21	\$28.42
ALS	429	2	YWC36Z 'Z' Wall Mount Bracket for 36" Wood Overhead	205K FUTURE OFFICE	\$37.60	\$75.20
ALS	430	2	K62930FENA 29.5Hx30D Op End Supp Freestanding	205K FUTURE OFFICE	\$246.00	\$492.00
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	431	1	Y62924FENP Frstnd 24Dx29-1/2H End Sup Pnl	205K FUTURE OFFICE	\$80.62	\$80.62
			Pnt Grd Opts \$(P2) P2 Paint Opts 'Select' Paint Color Opts .PR5 CLR: Champagne Metallic			
ALS	432	1	Z6DM1460D Strd Mod Pnl 14Hx60W Pntd Wd	205K FUTURE OFFICE	\$104.11	\$104.11
			Pnt Grd Opts \$(P1) P1 Paint Opts Stride Wood Paint Clr Opts .M12 CLR: Bungalow			
ALS	433	1	CSDC19 Center Drawer 19Wx14-3/4Dx3H w/Lock Metal	205K FUTURE OFFICE	\$54.23	\$54.23
			CSDC19 Pnt Grd Opts \$(P2) P2 Paint Opts 'Select' Paint Color Opts .PR5 CLR: Champagne Metallic Lock/omt opts .OMT omt Core to Ord key Alike			
ALS	434	1	T52484SN Primary 24Dx84W Flat Eg Lam w/o Grom	205K FUTURE OFFICE	\$220.69	\$220.69
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	435	1	T53072SN Primary 30Dx72W Flat Eg Lam w/o Grom	205K FUTURE OFFICE	\$184.15	\$184.15
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
ALS	436	1	WKTkFT4H72-F Appr Tackzn 30H 72W Fab Tkbrd Fll Hgt 2 Pc A	205K FUTURE OFFICE	\$205.60	\$205.60
			Tackzone FAB Selection \$(A) Grade A Fab GRD A FAB .EXG FAB: Exchange Exchange FAB Clr Opt 904 CLR: Tolar			
ALS	437	1	T52442S Primary 24Dx42W Flat Eg Lam w/Grommets	205K FUTURE OFFICE	\$108.17	\$108.17
			Laminate Grd Opt \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB* Grommet Type Option .P Plastic Grommet			
ALS	438	1	RLM-UUGO Relate Side Std Uph Back/Uph Seat/Glides/Arms	205K FUTURE OFFICE	\$322.50	\$322.50
			Relate Side Glide Opt .0 Nylon Glide Relate Side Chair Finish opt .PR6 Silver Relate FAB Selections \$(1) GRD 1 UPH Gr 1 Fab .AI FAB: Attire Attire Fab Opts 90 CLR: Blue Lagoon			
ALS	439	1	K2TOC157215H 15Hx72Wx15D Hgd Drs (Woodgrain N/A on cases)	205K FUTURE OFFICE	\$962.00	\$962.00
			FSC Option .X Standard Wood Case Lam Opts \$(L1CORE) L1 Core Lam Opts Core LAM Clr opts .LM12 Lam: Bungalow Core LAM Edg Clr opts EX Edge: Bungalow Front Lam Opts \$(L2WDGRN) L2 Woodgraing Lam Opts Woodgrain 2 Clr Opts .LWBR Brazilwood Edge Clr Opt DB Brazilwood *Prev EDB* Lock Type opt w/ 2 Locks .OMT omt 2 Core To Ord key Alike			
ALS	440	1	MIW-KWNO Mimeo Work Chair Knit Back 4D Arms No Firecode	205K FUTURE OFFICE	\$598.80	\$598.80

Mfg	Item	Qty.	Product	Sell Price		
				Alias	Unit	Extended
			Mimeo Frame Finish opt .BLK Black			
			Mimeo Base Selection .BLK Black			
			Back Carrier Selection .T Titanium			
			Mimeo Lumbar opt .L Lumbar			
			Mimeo Cylinder opt .2 Standard cylinder			
			Mimeo Caster opt .B Black Multi-Surface			
			Mimeo Back Clr Opts .NM22 Loft			
			Mimeo FAB Selections \$(8) GRD 8 UPH			
			Gr 8 Fab .RS Uph: Brisa			
			Brisa 17 Cambridge Blue			
ALS	441	1	K2T2815248BF 28Hx15.6Wx24D B/B/F Ped	205K FUTURE OFFICE	\$702.00	\$702.00
			Involve Foot Opt .ZF Stride Foot Opt			
			Foot Color Opts PR6 Silver			
			Involve Pull Opts .SP Square Pull			
			Involve Pull Color Opts PR6 Clr: Silver			
			FSC Option .X Standard Wood			
			Case Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Front Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Lock/omt opts .OMT omt Core to Ord key Alike			
ALS	442	1	K2T283624FF 28Hx36Wx24D Lat/Lat Credenza	205K FUTURE OFFICE	\$854.00	\$854.00
			Involve Foot Opt .ZF Stride Foot Opt			
			Foot Color Opts PR6 Silver			
			Involve Pull Opts .SP Square Pull			
			Involve Pull Color Opts PR6 Clr: Silver			
			FSC Option .X Standard Wood			
			Case Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Front Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Lock/omt opts .OMT omt Core to Ord key Alike			
KII	443	2	ALLSNAP Apply Four-Leg Low Back Stool,Wood Laminate Shell	205L BREAK AREA	\$268.00	\$536.00
			Seat Height /24 24" Seat Height			
			Frame Color /SX Starlight Silver Metallic			

Mfg	Item	Qty.	Product	Sell Price		
				Alias	Unit	Extended
			Laminate Color /SLMT Monticello Maple Glide Option /N Nylon glides			
KII	444	4	DN1100 Doni Four-Leg Armless Chair,Poly,Solid Color	205L BREAK AREA	\$134.50	\$538.00
			Poly Seat & Back Color /NFR Compliance to TB 117-2013 Poly Seat & Back Color NFR /PGR Blue Grey Frame Color /SX Starlight Silver Metallic Glide Option /GSL Steel glides			
ALS	445	2	T624FB Flat Bracket 24D	401 OFFICE	\$14.21	\$28.42
ALS	446	2	YWC36Z 'Z' Wall Mount Bracket for 36" Wood Overhead	401 OFFICE	\$37.60	\$75.20
ALS	447	2	K62930FENA 29.5Hx30D Op End Supp Freestanding	401 OFFICE	\$246.00	\$492.00
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	448	1	Y62924FENP Frstnd 24Dx29-1/2H End Sup Pnl	401 OFFICE	\$73.66	\$73.66
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Pnt Opts .P28 CLR: Fossil			
ALS	449	1	Z6DM1460D Strd Mod Pnl 14Hx60W Pntd Wd	401 OFFICE	\$104.11	\$104.11
			Pnt Grd Opts \$(P1) P1 Paint Opts Stride Wood Paint Clr Opts .M11 CLR: Loft			
ALS	450	1	CSDC19 Center Drawer 19Wx14-3/4Dx3H w/Lock Metal	401 OFFICE	\$49.01	\$49.01
			CSDC19 Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil Lock/omt opts .OMT omt Core to Ord key Alike			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	451	1	T52484SN Primary 24Dx84W Flat Eg Lam w/o Grom	401 OFFICE	\$220.69	\$220.69
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
ALS	452	1	T53072SN Primary 30Dx72W Flat Eg Lam w/o Grom	401 OFFICE	\$184.15	\$184.15
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
ALS	453	1	WTKFT4H72-F Appr Tackzn 30H 72W Fab Tkbrd Flt Hgt 2 Pc A	401 OFFICE	\$226.00	\$226.00
			Tackzone FAB Selection \$(B) Grade B Fab GRD B FAB .COA FAB: Coast Coast FAB Clr opt 910 CLR: Headlands			
ALS	454	1	T52442S Primary 24Dx42W Flat Eg Lam w/Grommets	401 OFFICE	\$108.17	\$108.17
			Laminate Grd Opt \$(L2WDGRN) L2 Woodgrain Lam Opts L2 LAM Clr opts .LWBR Lam: Brazilwood Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB* Grommet Type Option .P Plastic Grommet			
ALS	455	1	RLM-UUGO Relate Side Std Uph Back/Uph Seat/Glides/Arms	401 OFFICE	\$322.50	\$322.50
			Relate Side Glide Opt .0 Nylon Glide Relate Side Chair Finish opt .PR6 Silver Relate FAB Selections \$(1) GRD 1 UPH Gr 1 Fab .AI FAB: Attire Attire Fab Opts 90 CLR: Blue Lagoon			
ALS	456	1	K2TOC157215H 15Hx72Wx15D Hgd Drs (Woodgrain N/A on cases)	401 OFFICE	\$962.00	\$962.00
			FSC Option .X Standard Wood Case Lam Opts \$(L1CORE) L1 Core Lam Opts Core LAM Clr opts .LM11 Lam: Loft Core LAM Edg Clr opts EV Edge: Loft Front Lam Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			

Mfg	Item	Qty.	Product	Sell Price		
				Alias	Unit	Extended
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Lock Type opt w/ 2 Locks .OMT omt 2 Core To Ord key Alike			
ALS	457	1	MIW-KWNO Mimeo Work Chair Knit Back 4D Arms No Firecode	401 OFFICE	\$598.80	\$598.80
			Mimeo Frame Finish opt .BLK Black			
			Mimeo Base Selection .BLK Black			
			Back Carrier Selection .T Titanium			
			Mimeo Lumbar opt .L Lumbar			
			Mimeo Cylinder opt .2 Standard cylinder			
			Mimeo Caster opt .B Black Multi-Surface			
			Mimeo Back Clr Opts .NM22 Loft			
			Mimeo FAB Selections \$(8) GRD 8 UPH			
			Gr 8 Fab .RS Uph: Brisa			
			Brisa 17 Cambridge Blue			
ALS	458	1	K2T281524BBF 28Hx15.6Wx24D B/B/F Ped	401 OFFICE	\$709.20	\$709.20
			Involve Foot Opt .ZF Stride Foot Opt			
			Foot Color Opts PR6 Silver			
			Involve Pull Opts .SP Square Pull			
			Involve Pull Color Opts PR6 Clr: Silver			
			FSC Option .X Standard Wood			
			Case Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Front Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Lock/omt opts .STD Standard Random key			
			Arch Pull Clr opt EL Clr: Matte Silver			
ALS	459	1	K2T283624FF 28Hx36Wx24D Lat/Lat Credenza	401 OFFICE	\$861.20	\$861.20
			Involve Foot Opt .ZF Stride Foot Opt			
			Foot Color Opts PR6 Silver			
			Involve Pull Opts .SP Square Pull			
			Involve Pull Color Opts PR6 Clr: Silver			
			FSC Option .X Standard Wood			
			Case Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Front Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Lock/omt opts .STD Standard Random key			
			Arch Pull Clr opt EL Clr: Matte Silver			
ALS	460	1	RLM-UUGO Relate Side Std Uph Back/Uph Seat/Glides/Arms	402 LOBBY	\$322.50	\$322.50
			Relate Side Glide Opt .0 Nylon Glide			
			Relate Side Chair Finish opt .PR6 Silver			
			Relate FAB Selections \$(1) GRD 1 UPH			
			Gr 1 Fab .AI FAB: Attire			
			Attire Fab Opts 90 CLR: Blue Lagoon			
ALS	461	1	S911TBRL Transfer Painted Base Oval Lam	402 LOBBY	\$385.55	\$385.55
			Paint Options \$(P2) P2 Paint Opts			
			P2 Paint Color Opts .PR6 CLR: Silver			
			Laminate Grade Opts \$(L2WGRN) L2 Gather Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Belong Edge .DB Brazilwood *Prev EDB*			
ALS	462	2	MIS-KANO Mimeo Work Stool Knit Back Armless No Firecode	403 CLERKS	\$552.80	\$1,105.60
			Mimeo Frame Finish opt .BLK Black			
			Mimeo Base Selection .BLK Black			
			Back Carrier Selection .T Titanium			
			Mimeo Lumbar opt .N No Lumbar			
			Mimeo Stool Cylinder opt .4 Extended			
			Mimeo Caster opt .B Black Multi-Surface			
			Mimeo Back Clr Opts .NM22 Loft			
			Mimeo FAB Selections \$(1) GRD 1 UPH			
			Gr 1 Fab .AI Uph: Attire			
			Attire Fab Opts 90 CLR: Blue Lagoon			
OFS	463	1	C12-W36MT Madrid 36x36x16.75 Round Magazine Table	C10 CORRIDOR	\$687.00	\$687.00
			Top Material B4Z Quartered Veneer			
			Finish for Quartered Veneer MNW Natural Walnut			
			Edge Finish MNW Natural Walnut			
OFS	464	2	68041 Madrid 29.5x34.5x41 Lounge Chair with Headrest	C10 CORRIDOR	\$1,671.50	\$3,343.00
			Finish MNW Natural Walnut			

Mfg	Item	Qty.	Product	Sell Price		
				Alias	Unit	Extended
			Fabric and Leather Grade 6 Grade 6 Material ETC6 TOR			
			Grade 6 Material Other Grade 6 Material DESIGNTEX TERRA COCONUT			
ALS	465	28	T624FB Flat Bracket 24D	PRIVATE OFFICES	\$14.21	\$397.88
ALS	466	28	YWC36Z 'Z' Wall Mount Bracket for 36" Wood Overhead	PRIVATE OFFICES	\$27.26	\$763.28
ALS	467	5	ALKF23C CORE REMOVE LOCK KIT	PRIVATE OFFICES	\$5.22	\$26.10
			Lock Numbers for LKF24/LKF23C .X150E Key Number 150E			
ALS	468	5	ALKF23C CORE REMOVE LOCK KIT	PRIVATE OFFICES	\$5.22	\$26.10
			Lock Numbers for LKF24/LKF23C .X151E Key Number 151E			
ALS	469	5	ALKF23C CORE REMOVE LOCK KIT	PRIVATE OFFICES	\$5.22	\$26.10
			Lock Numbers for LKF24/LKF23C .X152E Key Number 152E			
ALS	470	5	ALKF23C CORE REMOVE LOCK KIT	PRIVATE OFFICES	\$5.22	\$26.10
			Lock Numbers for LKF24/LKF23C .X153E Key Number 153E			
ALS	471	5	ALKF23C CORE REMOVE LOCK KIT	PRIVATE OFFICES	\$5.22	\$26.10
			Lock Numbers for LKF24/LKF23C .X154E Key Number 154E			
ALS	472	5	ALKF23C CORE REMOVE LOCK KIT	PRIVATE OFFICES	\$5.22	\$26.10
			Lock Numbers for LKF24/LKF23C .X155E Key Number 155E			
ALS	473	5	ALKF23C CORE REMOVE LOCK KIT	PRIVATE OFFICES	\$5.22	\$26.10
			Lock Numbers for LKF24/LKF23C .X156E Key Number 156E			

Mfg	Item	Qty.	Product	Alias	Sell Price Unit	Extended
ALS	474	5	ALKF23C CORE REMOVE LOCK KIT	PRIVATE OFFICES	\$5.22	\$26.10
			Lock Numbers for LKF24/LKF23C .X157E Key Number 157E			
ALS	475	5	ALKF23C CORE REMOVE LOCK KIT	PRIVATE OFFICES	\$5.22	\$26.10
			Lock Numbers for LKF24/LKF23C .X158E Key Number 158E			
ALS	476	5	ALKF23C CORE REMOVE LOCK KIT	PRIVATE OFFICES	\$5.22	\$26.10
			Lock Numbers for LKF24/LKF23C .X159E Key Number 159E			
ALS	477	5	ALKF23C CORE REMOVE LOCK KIT	PRIVATE OFFICES	\$5.22	\$26.10
			Lock Numbers for LKF24/LKF23C .X161E Key Number 161E			
ALS	478	5	ALKF23C CORE REMOVE LOCK KIT	PRIVATE OFFICES	\$5.22	\$26.10
			Lock Numbers for LKF24/LKF23C .X162E Key Number 162E			
ALS	479	5	ALKF23C CORE REMOVE LOCK KIT	PRIVATE OFFICES	\$5.22	\$26.10
			Lock Numbers for LKF24/LKF23C .X163E Key Number 163E			
ALS	480	5	ALKF23C CORE REMOVE LOCK KIT	PRIVATE OFFICES	\$5.22	\$26.10
			Lock Numbers for LKF24/LKF23C .X164E Key Number 164E			
ALS	481	5	ALKF23C CORE REMOVE LOCK KIT	PRIVATE OFFICES	\$5.22	\$26.10
			Lock Numbers for LKF24/LKF23C .X211E Key Number 211E			
ALS	482	5	ALKF23C CORE REMOVE LOCK KIT	PRIVATE OFFICES	\$5.22	\$26.10
			Lock Numbers for LKF24/LKF23C .X212E Key Number 212E			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	483	5	ALKF23C CORE REMOVE LOCK KIT	PRIVATE OFFICES	\$5.22	\$26.10
			Lock Numbers for LKF24/LKF23C .X213E Key Number 213E			
ALS	484	5	ALKF23C CORE REMOVE LOCK KIT	PRIVATE OFFICES	\$5.22	\$26.10
			Lock Numbers for LKF24/LKF23C .X214E Key Number 214E			
ALS	485	5	ALKF23C CORE REMOVE LOCK KIT	PRIVATE OFFICES	\$5.22	\$26.10
			Lock Numbers for LKF24/LKF23C .X215E Key Number 215E			
ALS	486	5	ALKF23C CORE REMOVE LOCK KIT	PRIVATE OFFICES	\$5.22	\$26.10
			Lock Numbers for LKF24/LKF23C .X216E Key Number 216E			
ALS	487	5	ALKF23C CORE REMOVE LOCK KIT	PRIVATE OFFICES	\$5.22	\$26.10
			Lock Numbers for LKF24/LKF23C .X217E Key Number 217E			
ALS	488	5	ALKF23C CORE REMOVE LOCK KIT	PRIVATE OFFICES	\$5.22	\$26.10
			Lock Numbers for LKF24/LKF23C .X218E Key Number 218E			
ALS	489	5	ALKF23C CORE REMOVE LOCK KIT	PRIVATE OFFICES	\$5.22	\$26.10
			Lock Numbers for LKF24/LKF23C .X219E Key Number 219E			
ALS	490	28	K62930FENA 29.5Hx30D Op End Supp Freestanding	PRIVATE OFFICES	\$246.00	\$6,888.00
			Pnt Grd Opts \$(P1) P1 Paint Opts Core Clr Opts .P28 CLR: Fossil			
ALS	491	14	Y62924FENP Frstnd 24Dx29-1/2H End Sup Pnl	PRIVATE OFFICES	\$73.66	\$1,031.24
			Pnt Grd Opts \$(P1) P1 Paint Opts			

Mfg	Item	Qty.	Product	Sell Price		
				Alias	Unit	Extended
			Core Pnt Opts .P28 CLR: Fossil			
ALS	492	14	Z6DM1460D Strd Mod Pnl 14Hx60W Pntd Wd	PRIVATE OFFICES	\$104.11	\$1,457.54
			Pnt Grd Opts \$(P1) P1 Paint Opts			
			Stride Wood Paint Clr Opts .M16 CLR: Flint			
ALS	493	14	CSDC19 Center Drawer 19Wx14-3/4Dx3H w/Lock Metal	PRIVATE OFFICES	\$49.01	\$686.14
			CSDC19 Pnt Grd Opts \$(P1) P1 Paint Opts			
			Core Clr Opts .P28 CLR: Fossil			
			Lock/omt opts .OMT omt Core to Ord key Alike			
ALS	494	14	T52484SN Primary 24Dx84W Flat Eg Lam w/o Grom	PRIVATE OFFICES	\$220.69	\$3,089.66
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			L2 LAM Clr opts .LWBR Lam: Brazilwood			
			Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
ALS	495	14	T53072SN Primary 30Dx72W Flat Eg Lam w/o Grom	PRIVATE OFFICES	\$184.15	\$2,578.10
			Laminate Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			L2 LAM Clr opts .LWBR Lam: Brazilwood			
			Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
ALS	496	14	WKTKFT4H72-F Appr Tackzn 30H 72W Fab Tkbrd Fil Hgt 2 Pc A	PRIVATE OFFICES	\$163.85	\$2,293.90
			Tackzone FAB Selection \$(B) Grade B Fab			
			GRD B FAB .COA FAB: Coast			
			Coast FAB Clr opt 910 CLR: Headlands			
ALS	497	14	T52442S Primary 24Dx42W Flat Eg Lam w/Grommets	PRIVATE OFFICES	\$108.17	\$1,514.38
			Laminate Grd Opt \$(L2WDGRN) L2 Woodgrain Lam Opts			
			L2 LAM Clr opts .LWBR Lam: Brazilwood			
			Vinyl Edg opt .DB Edg: Brazilwood *Prev EDB*			
			Grommet Type Option .P Plastic Grommet			
ALS	498	14	RLM-UUGO Relate Side Std Uph Back/Uph Seat/Glides/Arms	PRIVATE OFFICES	\$290.25	\$4,063.50

Mfg	Item	Qty.	Product	Sell Price		
				Alias	Unit	Extended
			Relate Side Glide Opt .0 Nylon Glide			
			Relate Side Chair Finish opt .PR6 Silver			
			Relate FAB Selections \$(1) GRD 1 UPH			
			Gr 1 Fab .AI FAB: Attire			
			Attire Fab Opts 90 CLR: Blue Lagoon			
ALS	499	14	K2TOC157215H 15Hx72Wx15D Hgd Drs (Woodgrain N/A on cases)	PRIVATE OFFICES	\$962.00	\$13,468.00
			FSC Option .X Standard Wood			
			Case Lam Opts \$(L1CORE) L1 Core Lam Opts			
			Core LAM Clr opts .LM11 Lam: Loft			
			Core LAM Edg Clr opts EV Edge: Loft			
			Front Lam Opts \$(L2WDGRN) L2 Woodgraing Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Lock Type opt w/ 2 Locks .OMT omt 2 Core To Ord key Alike			
ALS	500	14	MIW-KWNO Mimeo Work Chair Knit Back 4D Arms No Firecode	PRIVATE OFFICES	\$598.80	\$8,383.20
			Mimeo Frame Finish opt .BLK Black			
			Mimeo Base Selection .BLK Black			
			Back Carrier Selection .T Titanium			
			Mimeo Lumbar opt .L Lumbar			
			Mimeo Cylinder opt .2 Standard cylinder			
			Mimeo Caster opt .B Black Multi-Surface			
			Mimeo Back Clr Opts .NM22 Loft			
			Mimeo FAB Selections \$(8) GRD 8 UPH			
			Gr 8 Fab .RS Uph: Brisa			
			Brisa 17 Cambridge Blue			
ALS	501	14	K2T281524BBF 28Hx15.6Wx24D B/B/F Ped	PRIVATE OFFICES	\$702.00	\$9,828.00
			Involve Foot Opt .ZF Stride Foot Opt			
			Foot Color Opts PR6 Silver			
			Involve Pull Opts .SP Square Pull			
			Involve Pull Color Opts PR6 Clr: Silver			
			FSC Option .X Standard Wood			
			Case Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Front Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts			
			Woodgrain 2 Clr Opts .LWBR Brazilwood			
			Edge Clr Opt DB Brazilwood *Prev EDB*			
			Lock/omt opts .OMT omt Core to Ord key Alike			

Mfg	Item	Qty.	Product	Alias	Sell Price	
					Unit	Extended
ALS	502	14	K2T283624FF 28Hx36Wx24D Lat/Lat Credenza	PRIVATE OFFICES	\$854.00	\$11,956.00
			Involve Foot Opt .ZF Stride Foot Opt Foot Color Opts PR6 Silver Involve Pull Opts .SP Square Pull Involve Pull Color Opts PR6 Clr: Silver FSC Option .X Standard Wood Case Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts Woodgrain 2 Clr Opts .LWBR Brazilwood Edge Clr Opt DB Brazilwood *Prev EDB* Front Lam Grd Opts \$(L2WDGRN) L2 Woodgrain Lam Opts Woodgrain 2 Clr Opts .LWBR Brazilwood Edge Clr Opt DB Brazilwood *Prev EDB* Lock/omt opts .OMT omt Core to Ord key Alike			
ABF	503	1	BUY BOARD CONTRACT #503-16		\$0.00	\$0.00
ABF	504	1	SERVICES RECEIVE DELIVER AND INSTALL DETRASH		\$46,895.00	\$46,895.00
ABF	505	1	DESIGN SERVICES DESIGN SERVICES PER BUY BOARD CONTRACT		\$6,985.00	\$6,985.00
ABF	506	1	P M SERVICES PROJECT MANAGER SERVICES PER BUY BOARD CONTRACT		\$4,589.00	\$4,589.00
ABF	507	1	SERVICING HANDLING FEES SERVICES TO DOUBLE HANDLE PRODUCT		\$9,750.00	\$9,750.00

Total: \$528,066.26



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

January 11, 2016

Sent Via E-mail: [REDACTED]

Laura Caswell
Austin Business Furniture
9300 United Drive
Austin, TX 78759

Re: Notice of The Local Government Purchasing Cooperative Award

Proposal Name and Number: School, Office, Science, Library and Dormitory Furniture No. 503-16

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 4/1/2016 through 3/31/2017, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 503-16 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

- Vendor Quick Reference Sheet
- Electronic Catalog Format Instructions
- Vendor Billing Procedures

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by fax (1-800-211-5454) any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

Per proposal specifications, awarded vendors will have 30 days or sooner to submit their electronic catalog including pricing. If the electronic data is not provided within 30 days or sooner of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.

On behalf of the Texas Association of School Boards, 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 **BuyBoard Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
BuyBoard Procurement Director
v.12.15



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards, Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.



828

12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: School, Office, Science, Library
and Dormitory Furniture

Proposal Opening Date and Time:
October 6, 2015 at 2:00 PM

Proposal Number: 503-16

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

Contract Time Period: April 1, 2016 through
March 31, 2017 with two (2) possible one-year
renewals.

Anticipated Cooperative Board Meeting Date:
January 2016

Austin Business Furniture
Name of Proposing Company

10/6/2015
Date

9300 United Dr., Ste 3-140
Street Address

Laura Caswell
Signature of Authorized Company Official

Austin, TX 78758
City, State, Zip

Laura S. Caswell
Printed Name of Authorized Company Official

512-617-4351
Telephone Number of Authorized Company Official

Account Manager
Position or Title of Authorized Company Official

512-832-6330
Fax Number of Authorized Company Official

174-2387486-1
Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions, General Terms and Conditions, Attachments/Forms, 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 prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

Eval/Pricelist

H-N
N-Y



12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal), 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 similar customers;
 - 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 another governmental entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format for posting on the BuyBoard as a prerequisite to activation of your contract;
5. You have clearly identified 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 a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement 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) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

VENDOR PURCHASE ORDER, REQUEST FOR QUOTES, AND INVOICE RECEIPT OPTIONS

Company: Austin Business Furniture General Contact Name: Laura Caswell

Purchase Orders: Purchase orders from Cooperative members will be available through the Internet or by facsimile.

Option 1: 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 that choose this option to assist them with retrieving their orders.

Option 2: Fax. Vendors need a designated fax line available at all times to receive purchase orders.

Please choose **only one (1)** of the following options for receipt of purchase orders and provide the requested information:



I will use the **INTERNET** to receive purchase orders.

E-mail Address: [REDACTED]

Internet Contact: Laura Caswell Phone: 512-617-4351

Alternate E-mail Address: [REDACTED]

Alternate Internet Contact: Jay Femal Phone: 512-617-4349



I will receive purchase orders via **FAX**.

Fax Number: _____

Fax Contact: _____ Phone: _____

Request for Quotes ("RFO"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: [REDACTED]

Alternate E-mail Address: [REDACTED]

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.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Mailing address: 9300 United Drive, #3-140 Department: Accounts Payable

City: Austin State: TX Zip Code: 78758

Contact Name: Maria Soto Phone: 512-617-4343

Fax: 512-832-6380 E-mail Address: [REDACTED]

Alternative E-mail Address: [REDACTED]



12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

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 o a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Austin Business Furniture

Company Name

Laura S. Caswell
Signature of Authorized Company Official

Laura S. Caswell
Printed Name

DEBARMENT CERTIFICATION

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.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Austin Business Furniture

Company Name

Laura S. Caswell
Signature of Authorized Company Official

Laura S. Caswell
Printed Name



12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

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 person 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 _____ %

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

N/A

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

Company Name

Signature of Authorized Company Official

Printed Name



12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

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 electronic catalogs will indicate HUB certifications for 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 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.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Austin Business Furniture

Company Name

Laura S. Caswell

Signature of Authorized Company Official

Laura S. Caswell

Printed Name



12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

AFFIRMATION REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract 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.**

The Advisory, attached to this Form F, 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.

By signature below, the undersigned affirms that Proposer has read and understands the Advisory attached to this Form F and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard 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 executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

Austin Business Furniture
Company Name


Signature of Authorized Company Official

Laura S. Caswell
Printed Name

10/6/15
Date



12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

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 requirement of local governments to seek competitive procurement for the purchase of goods or services.¹ Therefore, you may purchase goods and services from a vendor through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction-related services through a BuyBoard 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:



12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

- **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.** Effective 09/01/2013, 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}



12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

- **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. 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.

-
- 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)

Issued March 31, 2014



12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

DEVIATION AND COMPLIANCE SIGNATURE FORM

If your company intends to deviate from the General Terms and Conditions, Item 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, an attachment to this form, or elsewhere in your Proposal. (If you do not provide the information on or as an attachment to this form, the information must be clearly identified in your Proposal.) 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, Item Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation.

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

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☐ Common Carrier ☒ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

2. Payment Terms: ☐ Net 30 days ☐ 1% in 10/Net 30 days ☒ Other:

Net 15

3. Number of Days for Delivery: 30-60 ARO

4. Vendor Reference/Quote Number: ABF Catalog

5. State your return policy:

Returns are not accepted.

6. Are electronic payments acceptable? ☒ Yes ☐ No

Austin Business Furniture
Company Name

Laura S. Caswell
Signature of Authorized Company Official

Laura S. Caswell
Printed Name



12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

N/A

Company Name

Address

City State Zip

Phone Number Fax Number

Contact Person

Company Name

Address

City State Zip

Phone Number Fax Number

Contact Person



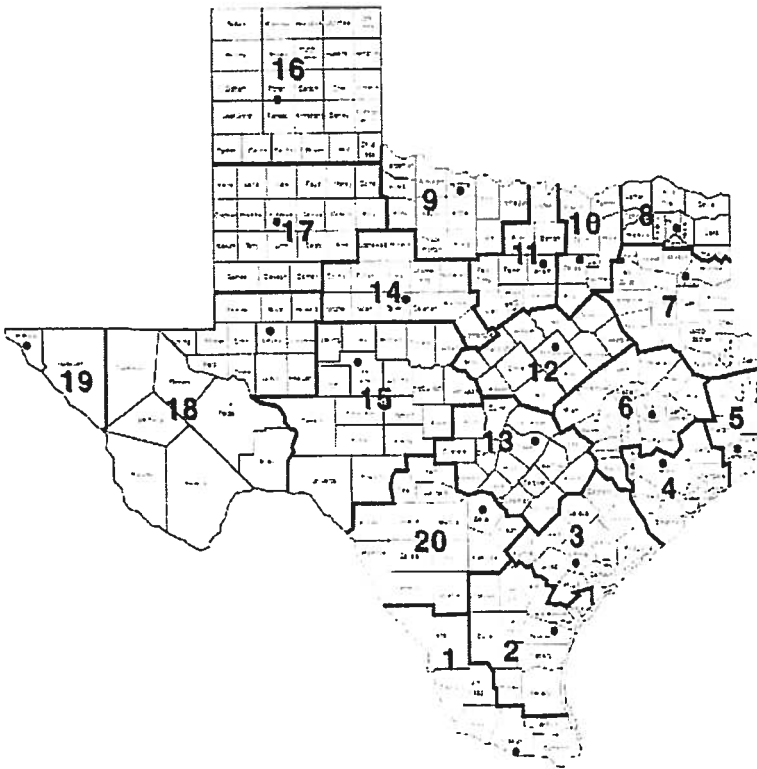
12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

TEXAS REGIONAL SERVICE DESIGNATION

Unless you designate otherwise on this form, you agree to service members of The Local Government Purchasing Cooperative statewide!

The Cooperative (referred to as "Texas Cooperative" in this Form I and Form J, State Service Designation) 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. 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.

Regional Education Service Centers



- ☒ I will service Texas Cooperative members statewide.
- ☐ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

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

Austin Business Furniture

Company Name

Laura S. Caswell

Signature of Authorized Company Official

Laura S. Caswell

Printed Name

- ☐ I will not service members of the Texas Cooperative.



12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete Form I, Texas Regional Service Designation.)*

☒ I will service all states in the United States.

☐ I will not service all states in the United States. I will service only the states checked below:

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

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Austin Business Furniture
Company Name


Signature of Authorized Company Official

Laura S. Caswell
Printed Name



12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

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 Form J, State Service Designation, 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 Form J (State Service Designation Form) of this Proposal Invitation. Any changes to the states designated on Form J 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 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.



12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

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.

Austin Business Furniture
Name of Vendor

503-16
Proposal Invitation Number

Laura S. Caswell
Signature of Authorized Company Official

Laura S. Caswell
Printed Name of Authorized Company Official

10/6/15
Date



12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

FEDERAL AND STATE / PURCHASING COOPERATIVE DISCOUNT COMPARISON FORM

The Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with prices/discounts you offer federal and state entities and other interlocal purchasing cooperatives (collectively referred to as "purchasing cooperative" in this form). Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ ~ 4,400,000.00 (The period of the 12 month period is 10-1-14 / 9-30-15). 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. Based on your written discounting policies are the discounts you offer the Cooperative equal to or better than the best price you offer other purchasing cooperatives acquiring the same items regardless of quantity or terms and conditions?

YES ☒ NO ☐

3. Based on your written discounting policies, provide the information requested below for other purchasing cooperatives, either in the chart below or in an equivalent format. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	DISCOUNT (%)	QUANTITY/VOLUME	FOB TERM
1. Federal General Services Adm.			
2. T-PASS			
3. U.S. Communities Purchasing Alliance			
4. The Cooperative Purchasing Network			
5. Houston-Galveston Area Council			
6. 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, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): Varies Proposed Discount (%): Varies

Explanation: Some manufacturers did not offer the same discount due to lack of sales.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Austin Business Furniture

Company Name

Laura O'Connell
Signature of Authorized Company Official
FORM L

Laura S. Caswell
Printed Name

COMM.V.3.31.15



12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

REFERENCES, PRICE/DISCOUNT INFORMATION AND MARKETING STRATEGY

PART I: For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Discount	Quantity/ Volume	FOB Term
1. <u>See attached list</u>					
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 prices) than indicated? YES ☒ NO ☐ If YES, please explain: If the project warrants

better discounting due to size, we work with our manufacturers
to offer better discounts.

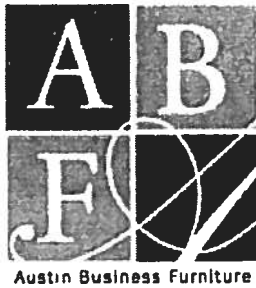
PART II: For your Proposal to be considered, you must submit the **MARKETING STRATEGY** you will use if the Cooperative accepts all or part of your Proposal. ~~(Example: How you will initially inform cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period)~~
Attach additional pages if necessary.

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Austin Business Furniture
Company Name

Laura S. Caswell
Signature of Authorized Company Official

Laura S. Caswell
Printed Name



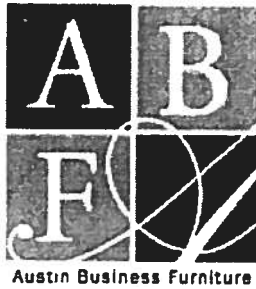
Austin Business Furniture's Marketing Strategy for BuyBoard

All strategies listed will be evaluated if Austin Business Furniture receives a BuyBoard contract to be sure the strategy is within the bounds of the contract.

- Upon award of the BuyBoard contract Austin Business Furniture will provide a link on our website to inform members of the manufacturers that ABF will represent through the BuyBoard.
- Austin Business Furniture will provide a line card of the manufacturers that we will represent on the BuyBoard so that members have a simple way to identify the manufacturers that can be purchased through ABF.
- Austin Business Furniture will also send out direct mail pieces at least once per quarter to all members of the BuyBoard in the regions we will serve. The first direct mail piece will be introductory in nature and will inform members of the manufacturers we represent as well as provide information about Austin Business Furniture to members who may not be familiar with our dealership.
- Austin Business Furniture will send out emails on a monthly basis to inform members of specials that may be running or new products that have been introduced. Members will be allowed to opt out if they do not wish to receive emails from ABF.
- Austin Business Furniture will follow up on each delivery with a phone call and/or email to remind members of our contact information, in case of warranty issues, or the need to purchase more furniture arises.

9300 United Drive Austin, Texas 78758 512.832.6400 512.832.6330(F)

www.abfurn.com



References

Austin Independent School District

Jim Sessions

512-414-2161

TXMAS Tiered Discounting

2014-2015 Volume: \$2,000,000

FOB Destination

Round Rock Independent School District

Angie Marsh

512-464-6953

TXMAS Tiered Discounting

2014-2015 Volume: \$625,000

FOB Destination

University of Texas

Office of Facilities, Planning & Construction

Robin Connolly

512-499-4730

TXMAS Tiered Discounting

2014-2015 Volume: \$400,000

FOB Destination

Travis County

C. W. Bruner

512-854-9760

TXMAS Tiered Discounting

2014-2015 Volume: \$300,000

FOB Destination

Austin Energy

Crystal Heinrich

512-322-6106

TXMAS Tiered Discounting

2014-2015 Volume: \$200,000

FOB Destination

9300 United Drive Austin, Texas 78758 512.832.6400 512.832.6330(F)

www.abfurn.com



12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

CONFIDENTIAL/PROPRIETARY INFORMATION FORM

A. Public Disclosure Laws

All Proposals, forms, documentation, 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 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. Proposer will 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, 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 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 its Administrator will 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 its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

(Attach additional sheets if needed.)



12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

B. Copyright Information

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

Please check (✓) one of the following:



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



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

If you responded "YES", 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 its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Austin Business Furniture

Company Name

Laura S. Caswell

Signature of Authorized Company Official

Laura S. Caswell

Printed Name

10/6/15

Date



12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

VENDOR BUSINESS NAME FORM

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: AFMA, 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

☒
☐
☐
☐
☐

If other, identify _____

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 174-2387486-1
(Vendor must include a completed W-9 form with their proposal)

List the Name(s) 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.)*

Austin Business Furniture

**Request for Taxpayer
Identification Number and Certification**

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. AFMA INC	
	2 Business name/disregarded entity name, if different from above Austin Business Furniture	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 9300 United Dr Bldg 3-140	Requester's name and address (optional)
	6 City, state, and ZIP code Austin Texas 78758	
	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

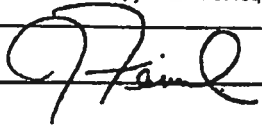
Social security number								
			-				-	
or								
Employer identification number								
7	4		-	2	3	8	7	4
								8
								6

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ SEP 03 2015
------------------	---	------------------------------

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exempt or from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What is FATCA reporting?* on page 2 for further information.



12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

FORMS CHECKLIST

(Please check (✓) the following)

- ☒ Completed: **Proposer's Agreement and Signature** (Form A)
- ☒ Completed: **Vendor Purchase Order, Request for Quotes, and Invoice Receipt Options** (Form B)
- ☒ Completed: **Felony Conviction Disclosure and Debarment Certification** (Form C)
- ☒ Completed: **Resident/Nonresident Certification** (Form D)
- ☒ Completed: **Historically Underutilized Business (HUB) Certification** (Form E)
- ☒ Completed: **Affirmation Regarding Construction Related Goods and Services** (Form F)
- ☒ Completed: **Deviation/Compliance Signature Form** (Form G)
- ☒ Completed: **Dealership Listings** (Form H)
- ☒ Completed: **Texas Regional Service Designation** (Form I)
- ☒ Completed: **State Service Designation** (Form J)
- ☒ Completed: **National Purchasing Cooperative Vendor Award Agreement** (Form K)
- ☒ Completed: **Federal and State/Purchasing Cooperative Discount Comparison Form** (Form L)
- ☒ Completed: **References, Price/Discount Information, and Marketing Strategy** (Form M)
- ☒ Completed: **Confidential/Proprietary Information Form** (Form N)
- ☒ Completed: **Vendor Business Name Form** (Form O)
- ☒ Completed: **Forms Checklist** (Form P)
- ☐ Completed: **Proposal Specification Form with Catalogs/Pricelists and Evaluation Items** (Form Q)

~~*Catalogs/Pricelists must be submitted with proposal; response or response will not be considered~~

Austin Business Furniture



Proposal Invitation No. 503-16 School, Office, Science, Library and Dormitory Furniture

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions
NOTE: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form (Form O) must submit the information as follows or proposal may not be considered: • Manufacturers shall be listed in alphabetical order • Vendor's must list one specific percentage discount for each Manufacturer listed. If a vendor's response to Proposal Specification Form (Form O) states "please see attachment sheet," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to Proposal Specification Form (Form O) or Vendor's proposal may not be considered.					
Section I: Furniture					
1	Discount (%) Off Catalog/Pricelist for All Auditorium Seating Furniture	Discount (%) Off Catalog/Pricelist for All Auditorium Seating Furniture . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>5.0-58.0</u> %	ABF Catalog 2015	
2	Discount (%) Off Catalog/Pricelist for All Library Furniture	Discount (%) Off Catalog/Pricelist for All Library Furniture . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>5.0-58.0</u> %	ABF Catalog 2015	
3	Discount (%) Off Catalog/Pricelist for All Office Furniture	Discount (%) Off Catalog/Pricelist for All Office Furniture . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>5.0-58.0</u> %	ABF Catalog 2015	
4	Discount (%) Off Catalog/Pricelist for All School Furniture	Discount (%) Off Catalog/Pricelist for All School Furniture . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>5.0-58.0</u> %	ABF Catalog 2015	
5	Discount (%) Off Catalog/Pricelist for All Science Furniture	Discount (%) Off Catalog/Pricelist for All Science Furniture . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>5.0-58.0</u> %	ABF Catalog 2015	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Page 1 of 3

FORM O

Austin Business Furniture



Proposal Invitation No. 503-16 School, Office, Science, Library and Dormitory Furniture (Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions
6	Discount (%) Off Catalog/Pricelist for All Modular Furniture, New	Discount (%) Off Catalog/Pricelist for All Modular Furniture, New. Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	5.0-58.0 %	ABF Catalog 2015	
7	Discount (%) Off Catalog/Pricelist for All Modular Furniture, Refurbished	Discount (%) Off Catalog/Pricelist for All Modular Furniture, Refurbished. Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	5.0-58.0 %	ABF Catalog 2015	
8	Discount (%) Off Catalog/Pricelist for All Filing Cabinets	Discount (%) Off Catalog/Pricelist for All Filing Cabinets. Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	5.0-58.0 %	ABF Catalog 2015	
9	Discount (%) Off Catalog/Pricelist for All Lockers and Locker Products	Discount (%) Off Catalog/Pricelist for All Lockers and Locker Products. Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	5.0-58.0 %	ABF Catalog 2015	
10	Discount (%) Off Catalog/Pricelist for All Dormitory Furniture	Discount (%) Off Catalog/Pricelist for All Dormitory Furniture. Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	5.0-58.0 %	ABF Catalog 2015	
11	Discount (%) Off Catalog/Pricelist for All Courtroom Furniture	Discount (%) Off Catalog/Pricelist for All Courtroom Furniture. Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	5.0-58.0 %	ABF Catalog 2015	
12	Discount (%) Off Catalog/Pricelist for All Church and Religious Furniture	Discount (%) Off Catalog/Pricelist for All Church and Religious Furniture. Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	5.0-58.0 %	ABF Catalog 2015	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Page 2 of 3

FORM 0

Austin Business Furniture



Proposal Invitation No. 503-16 School, Office, Science, Library and Dormitory Furniture

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions
13	Discount (%) Off Catalog/Pricelist for All Other Furniture	Discount (%) Off Catalog/Pricelist for All Other Furniture . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>5.0-58.0</u> %	ABF Catalog 2015	
14	Discount (%) Off Catalog/Pricelist for All Moveable Walls and Partitions	Discount (%) Off Catalog/Pricelist for All Moveable Walls and Partitions . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>5.0-58.0</u> %	ABF Catalog 2015	
15	Discount (%) Off Catalog/Pricelist for All Window Treatments	Discount (%) Off Catalog/Pricelist for All Window Treatments . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>NO BID</u> %	NO BID	
Section II: Hourly Labor Rate			Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
16	Not to Exceed Hourly Labor Rate for Installation of All Types of Furniture	Hourly Labor Rate for Installation of All Types of Furniture -- State the Not to Exceed hourly labor rate for Installation of All Types of Furniture.	\$ <u>45.00</u> /Hour	Rate is per man hour. Drive time is charged.	Call for locations outside of Region 13
17	Not to Exceed Hourly Labor Rate for Repair of All Types of Furniture	Hourly Labor Rate for Repair of All Types of Furniture -- State the Not to Exceed hourly labor rate for Repair of All Types of Furniture (inclusive of labor, materials, and supplies).	\$ <u>55.00</u> /Hour	Rate is per man hour. Drive time is charged.	Call for locations outside of Region 13

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Page 3 of 3

FORM 0



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

March 7, 2017

Sent via Email to: [REDACTED]

Laura Caswell
Austin Business Furniture
9300 United Drive
Austin TX 78759

Re: Furniture: School, Office, Science, Library, & Dormitory
BuyBoard Contract 503-16

The Local Government Purchasing Cooperative (BuyBoard) awarded your company Furniture for School, Office, Science, Library, & Dormitory, RFP 503-16, effective April 1, 2016 through March 31, 2017, with two possible one-year renewals.

At this time, we are renewing your contract through March 31, 2018. All discounts, terms, and conditions of your proposal 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 immediately via email at [REDACTED]

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. Evaluations will be made annually, prior to the expiration date of the contract term, and the BuyBoard reserves the right to discontinue the vendor's contract at that time.

Additionally, **receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative.** Accepting orders directly from a member entity may result in a violation of the State of Texas competitive bid statutes, and could cause cancellation of this proposal award. Therefore, all orders must be processed through the Cooperative in order to comply with the contract. We request your assistance in immediately forwarding any orders received directly from member entities. Purchase orders may be sent to us either by fax (800-211-5454) or by email (info@buyboard.com). If by chance an order sent directly to you has been unintentionally processed, please forward it to the Cooperative and note it as **RECORD ONLY** to prevent duplication.

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

Sincerely,

Connie W Burkett
Contract Administrator



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards, Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.



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.



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

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.

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.

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).

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.

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(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.



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

12. 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.

Vendor Certification Item No.	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms		
2. Termination for Cause or Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance and Cooperation with Cooperative Members		

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Company Name

Signature of Authorized Company Official

Printed Name



Phone: 800.695.2919

Email:
info@buyboard.com[Administration](#)[RFQ](#)[Purchase Order](#)[Reports](#)[Shopping Cart](#)Welcome Oscar [[Log](#)
[Help](#) [Off](#)]

Vendor Contract Information

[Back](#)

Searches:

[Search by Vendor](#)[Browse Contracts](#)

Search:

- ☒ All
☐ Vendor Discounts Only
☐ Catalog Pricing Only

Refine Your Search:

Vendors

Austin Business Furniture[X]

Price Range

Show all prices

Category

None Selected

Contract

Furniture - School, Office, Science,
Library & Dormitory[X]

Additional Resources

Vendor Name: Austin Business Furniture

Address: 4030-1 W Braker Lane, Suite 100

Austin, TX 78759

Phone Number: (512) 832-8400

Email: twalsh@abfurn.com

Website: <http://www.abfurn.com>

Federal ID: 74-2387486

Contact: Tom Walsh

Accepts RFQs: Yes

Minority Owned: No

Women Owned: No

Service-Disabled Veteran Owned: No

EDGAR Forms Received: No

No Israel Boycott Certificate: No

No Excluded Foreign Terrorist Orgs: No

Contract Name: Furniture - School, Office, Science, Library & Dormitory

Contract#: 503-16

Effective Date: 04/01/2016

Expiration Date: 03/31/2019

Payment Terms: Net 15 days

Delivery Days: 60

Shipping Terms: Pre-paid and added to invoice

Freight Terms: FOB Destination

Ship Via: Common Carrier

Region Served: All Texas Regions

States Served: All States

Quote Reference Number: 503-16

Return Policy: No returns

Contract Documents

EDGAR Notice: [Click to view EDGAR Notice](#)Proposal Documents: [Click to view BuyBoard Proposal Documents](#)Regulatory Notice: [Click to view Bonding Regulatory Notice](#)Proposal Files: [Click to view Vendor Proposal Files Documents](#)Renewal Notice/Letter: [Click to view Vendor Renewal Notice/Letter Documents](#)

Contact us 800.695.2919



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

February 21, 2018

Sent via Email to: [REDACTED]

Laura Caswell
Austin Business Furniture
4030-1 W Braker Lane, Suite 100
Austin TX 78759

Re: Furniture: School, Office, Science, Library, & Dormitory
BuyBoard Contract 503-16

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative) awarded your company a contract under Furniture: School, Office, Science, Library, & Dormitory, BuyBoard Contract 503-16, for which the current term is set to expire March 31, 2018.

At this time, we are renewing your contract through March 31, 2019. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree with the renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me immediately via email at [REDACTED]

Reminder: 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. Accepting orders directly from a member entity without Cooperative authorization is a violation of the terms of your contract. We request your assistance in immediately forwarding any orders received directly from member entities. Purchase orders may be sent to us either by fax (800-211-5454) or by email (info@buyboard.com). If by chance an order sent directly to you has been unintentionally processed, please forward it to the Cooperative and note it as **RECORD ONLY** to prevent duplication.

If you have questions or comments concerning this renewal, please contact me as soon as possible at [REDACTED]. We appreciate your interest and participation in The Local Government Purchasing Cooperative.

Sincerely,

Connie W Burkett, CTSBS
Contract Administrator



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards,
Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Austin Business Furniture
Austin, TX United States

Certificate Number:
2018-417411

Date Filed:
10/22/2018

Date Acknowledged:

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

City of Round Rock

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

LUTHER PETERSON SERVICE CENTER
OFFICE FURNTIURE FOR NEW SITE

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Charles Lane, and my date of birth is 12-7-1961

My address is 2407 Pearson way, Round Rock TX 78665 USA
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 22 day of Oct., 20 18.
(month) (year)

Charles Lane
Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: I.1

Title: Consider Executive Session as authorized by §551.072, Government Code, related to the purchase and/or value of real property to wit: Original Plat of the City of Round Rock, Block 36, Lots 1, 3, 5, 6, 7, 8, 9, and 10.

Type: Executive Session

Governing Body: City Council

Agenda Date: 11/20/2018

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File 2018-6104