



# 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

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Thursday, December 20, 2018

5:00 PM

City Council Chambers, 221 East Main St.

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**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, 2018 Edition.*

**E. PUBLIC HEARINGS:**

- E.1 [2018-6194](#) [Consider public testimony regarding the 2017-2018 CDBG Consolidated Annual Performance Evaluation Report \(CAPER\).](#)

**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 [2018-6221](#) [Consider approval of the minutes for the December 6, 2018 City Council meeting.](#)
- F.2 [2018-6199](#) [Consider a resolution authorizing the City Manager to issue a purchase order to John Deere Construction Retail Sales for three \(3\) backhoe loaders.](#)

- F.3     [2018-6204](#)     [Consider a resolution authorizing the City Manager to issue a purchase order to Silsbee Ford for the purchase of City vehicles.](#)

**G.     ORDINANCES:**

- G.1     [2018-6161](#)     [Consider an ordinance amending Chapter 4, Code of Ordinances \(2018 Edition\), to adopt extended hours for the sale of alcoholic beverages. \(Second Reading\)](#)
- G.2     [2018-6037](#)     [Consider an ordinance amending Chapter 8, Code of Ordinances \(2018 Edition\), regarding animals. \(Second Reading\)](#)

**H.     RESOLUTIONS:**

- H.1     [2018-6205](#)     [Consider a resolution authorizing the City Manager to issue a purchase order to Dell Marketing, L.P. for firewall hardware and related service agreement.](#)
- H.2     [2018-6219](#)     [Consider a resolution establishing a Chapter 380 Economic Development Program for Chatsworth Products, Inc.](#)
- H.3     [2018-6220](#)     [Consider a resolution authorizing the Mayor to execute a Chapter 380 Economic Development Program Agreement with Chatsworth Products, Inc.](#)
- H.4     [2018-6201](#)     [Consider a resolution authorizing the Mayor to execute a Contract with Austin Underground, Inc. for the Gattis School Road Wastewater Improvements Project.](#)
- H.5     [2018-6202](#)     [Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with Scheibe Consulting, LLC for Drainage Analysis Services.](#)

**I.     COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST**

**J.     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.](#)

**K.     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 14th day of December 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**

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**Title:** Consider public testimony regarding the 2017-2018 CDBG Consolidated Annual Performance Evaluation Report (CAPER).

**Type:** Public Hearing

**Governing Body:** City Council

**Agenda Date:** 12/20/2018

**Dept Director:** Brad Wiseman

**Cost:**

**Indexes:**

**Attachments:** CDBG 2017 CAPER Report with attachments

**Department:** Planning and Development Services Department

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### **Text of Legislative File 2018-6194**

The (CAPER) report provides accountability to the public by describing successes in meeting objectives stipulated in the Five Year Consolidated Plan and also provides necessary information for HUD's Annual Report to Congress. The CAPER also provides necessary information for HUD to meet its statutory requirement to assess Round Rock's ability to carry out relevant programs in compliance with all applicable rules and regulations. The CAPER is due at the HUD San Antonio field office by December 29, 2018.

The public comment period was December 6, 2018 to December 24, 2018. The public notice appeared in the Round Rock Leader on December 1, 2018 and was also posted at City Hall on November 30, 2018.



## CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

In the 2017 program year the City of Round Rock continued to deliver programs and implement activities to achieve the goals and objectives described in the 2014-2018 Consolidated Plan and the 2017 Annual Action Plan. Per the table below the City is making progress towards meeting the goals identified but it is more important to remember that they are prone to some degree of uncertainty, particularly in the number of units of measure and outcomes. Round Rock's plans outline three overarching goals: 1)To provide decent housing by preserving housing stock, increasing the availability of affordable housing and reducing discriminatory barriers 2)To provide a suitable living environment through safer, more livable neighborhoods 3)To expand economic opportunities through homeownership opportunities. Funding priorities and highlights for the 2017 Community Development Block Grant Program are listed below:

- Round Rock Area Serving Center Food Pantry Program expended all 2017 CDBG funds in the amount of \$23,000 and assisted 878 low income households with food from their food pantry.
- Round Rock Area Serving Center Housing Assistance Program expended \$22,536 in 2017 CDBG funds and served 228 low income households with rent or mortgage assistance with up to \$100 per household.
- CASA Child Advocacy Program expended \$21,000 of CDBG 2017 funds and assisted 82 abused or neglected children in court.
- Round Rock Housing Authority NOC Program expended \$18,950 of CDBG 2017 funds and assisted 105 low income residents by providing teachers to mentor and tutor and with after school care and with a facilitator that assisted adult residents.
- The Hope Alliance Crisis Shelter project was also completed in the CDBG 2017 program year. CDBG funding from prior program years (14 & 15) were used for shelter improvements. Renovations included ADA accessible requirements, updated windows, insulation, flooring, kitchen and bathrooms and all other local government building requirements. During this program year 330 victims of domestic violence were assisted.
- CDBG program year 2016 funds were used to start Austin Avenue Sidewalks Improvements in program year 2017. The sidewalks were completed in the beginning of program year 2018.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Affordable Housing: Minor Repairs and Modification	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	25	15	60.00%	5	4	80%
Neighborhood Improvement: RRASC Clean-up	Neighborhood clean-ups	CDBG: \$	Other	Other	1000	455	45.50%	0	0	0
Public Facility and Infrastructure Improvements	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1500	1	0.07%	3630	0	0.00%
Public Facility and Infrastructure Improvements	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0	0	0	0	0

Public Facility Imp.: Domestic Violence Shelter	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1	1	100.00%			
Public Facility Imp.: Domestic Violence Shelter	Non-Housing Community Development	CDBG: \$	Other	Other	1	1	100.00%			
Public Services: After School Tutoring	Public Services	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	350	140	40.00%	100	105	105.00%
Public Services: CASA Child Advocacy		CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	285	1256	440.70%	100	82	82.00%
Public Services: Food Banks	Public Services	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	4200	1874	44.62%	850	878	103.29%
Public Services: Food Banks	Public Services	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0	0	0	0	0

Public Services: Housing Assistance	Affordable Housing	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	1000	501	50.10%	250	228	91.20%
Public Services: Meals on Wheels		CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1000	502	50.20%	0	0	0

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

All of the funds expended during the program year directly addressed the priorities and objectives identified in the 2014-2018 Five Year Consolidated Plan and the 2017 Annual Action Plan. Funding decisions were based on the following process:

**Citizen Participation:** During the development of the CDBG 2017 plan, the City held two public hearings to solicit input from residents and social service providers in Round Rock. The public hearings were advertised in the local newspaper in English and Spanish as well as posted on the City Hall Bulletin and the City website. The public hearings were held at the Round Rock City Hall Council Chambers which is accessible to persons with disabilities. The City is committed to compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request for the public hearings. City staff was present at all public hearings and was available to translate for persons with Limited English Proficiency.

**Funding Caps:** the City obligated the full 20% for program administration and the full 15 % for public services.

In addition to funding caps and meeting a High Priority need, the City considered other federal requirements in order to fund an activity. Activities had to meet a National Objective: 1) Benefit low to moderate income persons; 2) Prevent Slum or Blight or 3) Meet an urgent

need.

Utilizing these needs and objectives, a CDBG application process was undertaken to identify non-profit groups and city departments that could address the objectives. Successful applicants were awarded CDBG grant funding to undertake programs and projects that addressed the needs, priorities and specific needs identified in the plan. A detailed breakdown of the CDBG funds awarded and accomplishments reported for each activity funded is available in the PR03 Activity Summary Report available as Attachment 2 to this document.

## CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	866
Black or African American	359
Asian	20
American Indian or American Native	6
Native Hawaiian or Other Pacific Islander	1
Total	1,252
Hispanic	467
Not Hispanic	785

Table 2 – Table of assistance to racial and ethnic populations by source of funds

### Narrative

The table above is labeled families assisted, however, the data is reporting on both families and persons assisted.

As demonstrated in the table above, for CDBG, 30% of those assisted were racial minorities, and 38% were Hispanic.

This table does not include all ethnicities and Other/Multi-racial like it is broken down in the IDIS Actual Accomplishments reporting page so numbers are actually a bit higher than shown in the table above. A detailed breakdown of the CDBG funds awarded and accomplishments reported for each activity funded is available in the PR03 CDBG Activity Summary Report, available as Attachment 2 to this document.

## CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	605,539	544,822
HOME	HOME		
HOPWA	HOPWA		
ESG	ESG		
Other	Other		

Table 3 - Resources Made Available

### Narrative

The amount of CDBG funds expended during the 2017 Program Year was \$544,822.30 which included prior year funds that were allocated to infrastructure and housing programs. At the end of the program year the City of Round Rock CDBG Program met the timeliness spending ratio of 1.49 as required by HUD. The following is the amount expended per Matrix Code Category:

14A Single Family Rehab (Habitat for Humanity): \$11,447.01

03C Homeless Facilities (Hope Alliance): \$163,560

03F Park, Recreational Facilities (City of Round Rock Veterans Park) \$37,063.68

03L Sidewalks (Austin Avenue Sidewalks) \$128,412.85

05 Public Services (RRHA Neighborhood Outreach Center) \$18,950

05N Abused and Neglected Children (CASA) \$21,000

05Q Subsistence Payment (RR Area Serving Center-Housing Asst.) \$22,536

05W Food Banks (RR Area Serving Center-Food Pantry) \$23,000

21A General Program Administration \$118,852.76

### Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description

Table 4 – Identify the geographic distribution and location of investments

### Narrative

All activities were made available to eligible participants on a city-wide basis who met the requirements of a low to moderate income person and/or household. A large portion of the federal funds are designated for public facility improvements in low-income neighborhoods. The CDBG program does not have any designated target areas but the following "High Priority" need activities describe the geographic distribution used:

Single Family Rehabilitation-Habitat for Humanity: The geographic distribution was city wide.

Public Services: The geographic distribution was city wide.

Infrastructure and Facility Improvements: The geographic distribution was a low to moderate income areas.

All projects funded were identified as "High Priority" in the Five Year Consolidated Plan (2014-2018). All CDBG funds (100%) were obligated to projects that benefit low to moderate income residents and all projects met a national objective.

During the 2016-2017 Program Year the City of Round Rock did not fund any activities that did not meet a National Objective or that required Anti-displacement or Relocation.



## Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

In an effort to leverage funds, the City has combined the CDBG and General Fund social service funding process. By combining these two processes, we can make sure to fund agencies providing a high priority need with General Funds that could not be funded with CDBG funds due to the 15% funding cap. This also eliminates the duplication of services. The process of funding social service agencies is as follows: A team consisting of Council members, City finance staff and CDBG staff review agency applications using set criteria and performance measurement. Funding recommendations are presented to the City Council through the budget process. Awarded agencies are contracted to deliver the specific services to residents of Round Rock. In 2017-2018 in addition to funding the full 15% in public services the City of Round Rock also funded the following agencies with General Funds to provide services for a total amount of \$182,000:

- Literacy Council-GED/ESL/Literacy classes \$5,000
- Foundation Communities, Inc.-Free tax preparation for low income residents \$15,000
- YMCA-After school care scholarships for low income families \$15,000
- Round Rock Area Serving Center-Volunteer Center Coordinator Salary \$35,000
- Senior Access-door to door senior transportation \$30,000
- Hope Alliance-Counselor salary \$40,000
- Texas Baptist Children's Home-partial salary for Trust Based Relational Intervention Specialist \$10,000
- Williamson County Children's Advocacy Center-child abuse intervention \$32,000

The City of Round Rock did not fund any city owned facilities for program year 2017.

## CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	0

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	250	228
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	5	4
Number of households supported through Acquisition of Existing Units	0	0
Total	255	232

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City was a bit short of meeting the proposed goal of providing rental assistance with CDBG funds to 250 low to moderate income unduplicated households by funding the Round Rock Area Serving Center Housing Assistance Program as a public service. The Round Rock Area Serving Center did assist 228 unduplicated clients with the \$25,000 in CDBG funds to provide rental assistance through their Housing Assistance Program. Habitat for Humanity was funded with CDBG funds to provide minor home repair under affordable housing and will continue to provide home repair to the low to moderate income

residents of Round Rock. The city of Round Rock has no numbers or data to report on the goals and actuals on Table 5 for homeless households, non-homeless households or special needs households. These goals were not a part of the 2017 Annual Action Plan.

Discuss how these outcomes will impact future annual action plans.

The City of Round Rock will continue to provide minor home repair in the next program year with 2018 CDBG funds. Single family rehabilitation is identified as a "High" priority need in the 2014-2018 Consolidated Plan, therefore Round Rock will continue to fund home repair projects. Habitat for Humanity and the City of Round Rock are working together to meet current goals.

In addition to funding minor home repair the City will continue to fund the Round Rock Area Serving Center for housing assistance.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	4	0
Low-income	0	0
Moderate-income	0	0
Total	4	0

Table 7 – Number of Households Served

## Narrative Information

The number of extremely low, low and moderate income households listed in the table above are only for the Habitat for Humanity housing program discussed in this section. The PR03 report in Attachment 2 goes into detail on the income of households/persons served for every activity including public services where information by family size is required to determine eligibility.

In the efforts to address "worst case needs and persons with disabilities" the City funds the Round Rock Area Serving Center (RRSC) with CDBG funds and general funds. The RRASC assists the very low income,

persons with disabilities and homeless or people that are stranded in the city with food and/or rent or temporary shelter and gas.

The City of Round Rock recognizes that the very low income, and persons with disabilities may have difficulty paying their utility bills when facing financial difficulties. In addition to funding the RRASC to provide rent and food assistance the city works with the RRASC to offer the Friendly Rock Program. The Friendly Rock Program helps round rock residents facing financial difficulties pay their essential water utility services. This program is funded with resident donations and is administered for the City by the RRASC. Water customers that want to contribute to this program simply complete the Contribution Form in their utility bill that authorizes the city to add \$1 or more to their utility bill payment each month.

In order to foster and maintain affordable housing, the City of Round Rock supports affordable housing tax credit developments. Although the City of Round Rock does not invest CDBG funds in providing non-homeless but very low income residents with affordable housing units, there are several Low Income Housing Tax Credit multi family housing units available to very low income families in Round Rock. The Red Villas, Townhomes at Double Creek and Waters at Sunrise are affordable multi family developments constructed by residential developers or investors with tax credits through the Texas Department of Housing and Community Affairs. Using the Housing Tax Credit program these developers were able to construct affordable housing units that are decent, safe and sanitary to low and very low income residents. Earlier this year the Round Rock city council approved a resolution in support of developers application for the state tax credit program to make major renovations at the Round Rock Oak Grove multi family housing complex. The Texas Department of Housing and Community Affairs has since announced that they have approved an allocation of housing tax credits for the Round Rock Oak Grove renovation project. Renovation was set to start March 2018.

The City is making progress towards meeting the needs of persons with disabilities by funding park improvements for the addition of ADA transition ramp into the playground, replacing deficient paths and walkways and deficient curb ramps; construction of new sidewalks include new ADA accessible curb ramps, driveway modifications to existing driveways that currently exceed a 2% cross-slope where the travel path is located, and new sidewalk connections where none previously existed.

## CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City's efforts to prevent homelessness is referring citizens to organizations who address the homelessness issue that affect their quality of life such as Round Rock ISD, Round Rock Area Serving Center, and the Sacred Heart Community Clinic. This strong referral system has strengthened the relationship with these organizations.

Other efforts to prevent homelessness, include the continued funding of public services that provide services to assist low-income households improve their abilities for self-sufficiency; and providing on-going technical assistance to local service providers to increase their organizational capacity and ability to provide effective services.

### Round Rock ISD

Round Rock ISD has a Homeless Liaison that assists homeless and at risk homeless students as well as administers a Texas Support for Homeless Education Program (TEXSHEP).

The Homeless Liaison provides the following:

- Verify and track students
- Coordinate services for homeless students
- Works with campuses to make sure students are receiving academic support
- Coordinates with transportation and food services to ensure transportation and breakfast/lunch for students

TexShep funds are also used to provide school supplies and emergency clothes and food as well as summer school credit recovery tuition.

### Round Rock Area Serving Center

The Round Rock Area Serving Center provided housing assistance to low income residents of Round Rock with 2017 CDBG funds. This program allows the Round Rock Area Serving Center to help with rent or mortgage to help prevent eviction or foreclosure. The Round Rock Area Serving Center also provides temporary non CDBG funded lodging for homeless persons and assists them with food, clothing, prescription assistance, gas vouchers, blankets and bus tickets. Last program year the Round Rock Area

Serving Center provided temporary shelter 28 times, issued out 41 gas vouchers and provided transportation 17 times for homeless in Round Rock.

### Sacred Heart Community Clinic

The Sacred Heart Community Clinic in Round Rock assist homeless persons with health care. About 15 homeless persons received 45 free health care units of service from the clinic last program year. After an intake evaluation, they are provided free medical and dental care as well as free medications from their onsite pharmacy.

### Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Round Rock does not receive any Emergency Solutions Grant funds and although CDBG did not fund any agencies to provide emergency shelter or transitional housing, the following agencies did provide these services in Round Rock during the CDBG 2017 program year with non-CDBG funds:

Hope Alliance Crisis Shelter provides emergency shelter to victims of domestic violence. Last program year they assisted 330 victims of domestic violence. Hope Alliance was provided general funds to pay for the salary of a counselor during the 2017 program year.

Bluebonnet Trails Supportive Housing program provides a safe and supportive program for adults in transition from crisis to stability while the individual resides in the program. The expected length of stay in the Supported Housing program is up to 90 days. At the end of the three month stay, participants will have increased resources for income, employment and sustainable residential stability.

The Bluebonnet Trails Supportive Housing Program accepts applications from interested individuals who are homeless or at risk of homelessness. Each application is reviewed by the housing committee to determine enrollment into the program. The transitional homes are tobacco, alcohol, and drug free and encourage spiritual, mental and emotional growth.

The goal of the Supportive Housing Program is to facilitate the change process for individuals with substantial mental illness through skills building, self-awareness, self-advocacy, and providing supports necessary for stable lives in a community setting. While in the home setting, individuals will receive the following services:

- Skills Building
- Peer Support

- Supported Employment
- Referrals and Education

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

In an effort to help low income residents of Round Rock including those that are likely to become homeless or are currently homeless, the City of Round Rock 2017 CDBG funding was awarded to the Round Rock Area Serving Center for the purchase of food to stock their food pantry and also funds to assist residents with rent and mortgage payments. Because the Round Rock Area Serving Center does not turn anyone away they are probably the main source of assistance in the city for all extremely low income families and individuals at-risk of becoming homeless including those likely to become homeless after being discharged from publicly funded institutions and systems of care.

In addition to assisting low-income individuals and families with CDBG funded rent/mortgage payments and food they also provide the following non-CDBG funded services to help these families and individuals avoid becoming homeless:

- Prescription assistance Vouchers to the thrift store for clothes and furniture

By providing these resources, a family can pay their rent and mortgage when facing difficult times. Often the loss of a job or an illness may cause a family to fall behind in the rent or mortgage in order to buy food or prescriptions.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals

and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

In an effort to assist homeless persons and families with children the following agencies provided services or housing with non-CDBG funded programs:

#### The Texas Baptist Children's Home

The Texas Baptist Children's Home (TBCH) provides transitional housing to mothers and their children. Family Care is a place for motivated mothers and their children to live while they transition into successful, independent futures.

The ministry has nine cottages, housing up to five families in each cottage, with live-in Family Life Coordinators. Each unit has a bedroom, bathroom, and kitchen areas, and families share large dining, living, laundry and play space.

A staff therapist offers individual, group and family therapy for every mother and child, as needed.

Assistance is provided in goal setting, education, budgeting, parenting, effective communication, relationship building and spiritual growth. As the residents buy-in, they must commit to being gainfully employed and saving toward future stability.

The Texas Baptist Children's Home (TBCH) provides transitional housing to mothers and their children. Family Care is a place for motivated mothers and their children to live while they transition into successful, independent futures.

City staff networks with the TBCH and the city also plans to include the TBCH to participate in the needs assessment and one on one interviews for the completion of the next 5 year consolidated plan and the analysis of impediments to fair housing stakeholder meetings.

#### Williamson-Burnet Counties Opportunities (WBCO)

During the program year, Williamson-Burnet Counties Opportunities (WBCO) provided childcare for five children from four families that were homeless. During the program year the families were able to acquire housing.

During the 2017 program year city CDBG staff did not network or know of any agencies in Round Rock that assisted homeless veterans and unaccompanied youth. CDBG staff will continue to network with



non-profits and report on the resources that are available in Round Rock for the homeless population.

## CR-30 - Public Housing 91.220(h); 91.320(j)

### Actions taken to address the needs of public housing

Public housing is administered and managed by the Round Rock Housing Authority. The Round Rock Housing Authority was established in 1966, with the first development built in 1972. Today the Housing Authority owns 100 units at the following three locations: 1505 Lance Lane, 1100 Westwood and 1007 Cushing Drive. The housing authority also administers Section 8 Housing Vouchers. During the 2017 program year the housing authority administered 212 housing vouchers.

The Round Rock Housing Authority received approximately \$164,846 in Capital Grant Funds that were used for operations during the 2017 program year.

In an effort to address and improve the needs of public housing and resident initiatives the City of Round Rock funded the Round Rock Housing Authority (RRHA) Neighborhood Outreach Center (NOC) Program. The RRHA partnered with the Round Rock ISD to employ retired educators to tutor/mentor elementary and secondary children after school at the NOC. CDBG program year 2017 funding was used to pay for the partial salaries of teachers and a resident facilitator. The facilitator worked with resident families and was the community link to education. By implementing a reading program for the afterschool tutoring program, the facilitator has noticed improvements in reading levels with the children that attended the NOC.

### Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The Round Rock Housing Authority continued the Family Self Sufficiency (FSS) Program in the 2017-2018 program year. The FSS program was created to help housing residents become more involved in management and participate in homeownership. Through the FSS Program families received supportive case management to help them reach their individual goals towards self-sufficiency. Some of the classes that the FSS program provides are:

- Banking Basics
- Budgeting Workshops
- Wellness
- Financial Literacy
- Financial Recovery
- Pay Yourself First
- Own Your Own Home

- Credit Repair
- Borrowing Basics

During the 2017-2018 program year a RRHA tenant that participated in the FSS program was able to purchase a home. Other tenants are currently still working on meeting their goals to help improve their lives.

#### Actions taken to provide assistance to troubled PHAs

The Round Rock Housing Authority continues to hold a "High Performer" status under HUD's Section Management Assessment Program (SEMAP); therefore, it is not designated as a "troubled" agency.

## CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

In an effort to remove barriers to affordable housing the Round Rock City Council approved a resolution of support for a developer's application for state tax credits that would allow for major renovations to the Round Rock Oak Grove multi family housing complex. This fall the state announced that they have approved an allocation of housing tax credits for the Round Rock Oak Grove renovation project.

Council has also approved several Planned Unit Developments that allow for detached single family housing units on condominium lots. By providing this housing alternative to standard single family home on fee simple lots, developers are able to offer quality housing units at a lower price points due to reduced infrastructure and public improvement costs. These types of single family condominium developments are being recommended for infill or remnant tracts where larger scale residential developments would not be feasible.

## Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Despite efforts, there remain a number of significant obstacles to meeting underserved needs. The following obstacles to meeting these needs in Round Rock are: Population growth; High cost of housing; Cut backs in state and federal funding for basic needs and the need to transportation to existing services and childcare exceed available resources to meet these needs. To address the population growth and the high cost of housing, the Round Rock Area Serving Center provides rent/mortgage, food pantry and utility assistance. The City funded the RRASC for these programs with CDBG program year 17 funds.

The following programs also help address the cut backs in state and federal funding and the need for childcare and transportation to existing services:

Senior Access was provided General Fund money in the 2017 program year to provide door to door transportation to seniors to doctors appointments, pharmacies, grocery stores, to pay bills, and to social service agencies for services.

Foundation Community was awarded General Fund grant in program year 2017 to provide free tax preparation to low to moderate income families.

Meals on Wheels provides warm meals to homebound and congregate seniors year round.

Head Start provides affordable childcare to low income and homeless families.

In order to meet transportation demand, the city developed a fix route bus service that was designed and focused on access to employment services to meet the needs of the low income and minority populations to jobs, education and employment. This service offers ADA paratransit services as well for anyone with a disability that prevents them from being able to ride any fixed route vehicle, disembark from any fixed route vehicle or travel independently all or some of the time on any fixed route vehicle.

Council has also passed an ordinance that allows Round Rock Transit to sell discount bus passess to non-profit and government agencies for the purpose of distributing the passes to low income persons and families that meet the participation requirements.

The City also provides residents with the Guide to Affordable Housing in the Greater Austin Area. This guide is a tool for people seeking affordable rental housing in the Austin area that includes Round Rock. The guide contains general information on housing programs funded on the local, county, stte and federal levels, as well as specific information about complexes participating in these programs. It contains lists and explanations of rental housing with rent restrictions, income based rents and tenant income limits. The Guide to Affordable Housing is available at City hall and also a link to the guide is provided on the CDBG webpage on the City website.

#### Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

During the CDBG 2017-2018 program year, the City of Round Rock continued its funding of CDBG grant funds to the Habitat for Humanity Minor Home Repair Program.

Because the majority of residential housing development in Round Rock occurred after the use of lead based paint was banned there are very few homes that receive minor home repair that were built before 1978 or that test positive for lead.

With the implementation of the Habitat for Humanity Minor Home Repair Program, the program policy and procedures manual addresses compliance with the Residential Lead Based Paint Hazard Reduction Act of 1992 (Title X) and subsequent changes in September 1999. The procedures include:

1. Notification
2. Identification
3. Treatment (if necessary)

The Habitat for Humanity Minor Home Repair Program funded with CDBG funds, aids in correcting substandard conditions which contribute to LBP hazards. Applicants who are eligible for the program

are provided LBP information at the time of intake and were made aware of possible dangers of LBP.

#### Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

During the 2017 program year the City of Round Rock took the following actions to reduce the number of poverty level families:

- Habitat for Humanity was funded with prior year CDBG funds to provide minor home repair for the low and very low income residents in Round Rock. A total of 4 households were assisted with repairs to include fence, plumbing, electrical, weatherization, and ADA improvements. This is an on-going project that will continue into program year 2018.
- Round Rock Area Serving Center was funded with CDBG program year 2017 to provide rent and mortgage assistance and access to their food pantry. A total of 1106 unduplicated low to moderate income Round Rock households received services with CDBG funds at the Serving Center.

#### Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Executive implementation of the Consolidated Plan involves a variety of agencies. Collaboration and coordination between agencies is important to ensuring that the needs in the community are addressed. The key agencies involved are described below:

- Williamson County and Cities Health District (WCCHD)-offers a variety of services including alcohol and drug testing, WIC, family assistance, public health services, senior services, emergency services, and HIV testing and counseling.
- Round Rock Housing Authority (RRHA) administers the Housing Choice (Section 8) Voucher program. The City works closely with the RRHA regarding public housing issues.
- Habitat for Humanity of Williamson County provides residents with minor home repair.
- Williamson-Burnet Counties Opportunities (WBCO) provides meals to seniors.
- Senior Access provides door to door as needed transportation to seniors.
- United Way continues working with people and organizations throughout Williamson County to build stronger communities and improve lives.

#### Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The first Tuesday of every month the Round Rock Volunteer Center holds a networking meeting at the Alan R. Baca Senior Center. The City of Round Rock staff including CDBG staff, and sometimes representatives from Police, Fire, and code enforcement attend this meeting to make sure they are all up to date with social service agencies providing necessary resources for the low to moderate income, elderly, homeless and persons with disabilities. Representatives from non-profit and social service agencies come together to discuss community needs and to describe actions to reduce the number of persons living below poverty level. Every month a guest speaker talks about what their agency/organization is doing to address and reduce the number of persons living below poverty level. Ideas are exchanged and clients are referred to agencies that can help with their individual needs. Some of the agencies that attend these monthly meetings are:

- Surrounding Public Housing Authorities
- Literacy Council of Williamson County
- Hope Alliance
- American Red Cross
- Texas Workforce Commission
- Community Foundation
- Bluebonnet Trails MHMR
- WBCO
- Lifesteps
- RRISD
- United Way
- ARCIL (Advocacy Resource Center for Independent Living)

The City staff also works closely with the Round Rock Housing Authority to enhance coordination and build a strong relationship in order to assist the public housing residents. Because the City funds the Round Rock Housing Authority with CDBG funds, CDBG staff often meets with the housing authority director and makes frequent visits to the administrative offices.

The City will include all the agencies list above in the development of the next 5 year con plan and the development of the analysis of impediments to fair housing.

CDBG staff makes sure social service agencies are aware of the yearly CDBG funding process and all public hearings. CDBG staff used the Williamson County Networking Meeting as a platform to notify agencies of upcoming public heaings, action plans and funding opportunities.

The City of Round Rock Community Development Department Neighborhood Services staff work closely with neighborhoods to ensure that residents are aware of social service agencies that are available to provide much needed resources to the community. Neighborhood Services regularly attend neighborhood association meetings and one of the main goals is to enhance coordination between the public and city resources as well as social service agencies in the area.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

In 2000, consultants from the University of Texas prepared an Analysis of Impediments to Fair Housing Round Rock, TX. This study provided a comprehensive review of the City's administrative and judicial policies. The analysis profiled the housing market in Round Rock, identified the local market and addressed housing affordability, physical condition of housing stock, and public housing. Barriers to affordable housing that were identified through the city's citizen participation process were:

- Lack of options
- Lack of transitional support and lack of assistance needed for move in costs/deposits
- Land prices
- Lack of community involvement and creativity in problem solving
- Negative neighborhood perception regarding low income housing
- Lack of public transportation

The City of Round Rock CDBG Program is currently working with the City of Austin, Round Rock Housing Authority, Travis County, Taylor Housing Authority, City of Pflugerville, Capital Area Council of Governments, Housing Authority of the City of Austin, Georgetown Housing Authority and Williamson County to develop a regional Analysis of Impediments to Fair Housing (AI). CDBG staff entered into a interlocal agreement with these other cities/housing authorities and hired a consultant to complete the Analysis of Impediments to Fair Housing (AI) in 2017. The AI is currently in draft form and public participation and comment period on the document will continue in early 2019. This AI will be submitted to HUD in 2019 along with the next five year consolidated plan (2019-2023).

The City of Round Rock CDBG staff refers anyone needing to file a housing discrimination complaint or needing information on fair housing to the Austin Tenants Council. The Austin Tenants Council Fair Housing Program helps any person who has been discriminated against in the rental, sale, financing or appraisal of housing. The state and federal Fair Housing Act prohibits discrimination because of a person's race, color, national origin, religion, sex, disability (mental or physical) or familial status. The Fair Housing Program documents and investigates complaints; provides advice about remedies under fair housing laws, and coordinates legal services to assist victims of housing discrimination. The Fair Housing Program provides fair housing seminars and presentations to interested parties.



## Fair Housing

In the meantime, the City funded the following CDBG and non-CDBG funded activities to implement and address the barriers to affordable housing and impediments to fair housing choice as identified in the public participation process during the development of the AI and/or affirmatively further fair housing for the protected classes: Race, Color, Sex, Religion, National Origin, Disability and Familial Status. Greenhill and Austin Avenue Sidewalks were funded with CDBG and project included new sidewalks, new curb ramps and the modification of existing driveways where the sidewalk path crossed the driveways. Veterans Park improvements was funded with CDBG and project included the replacement of an old restroom that had multiple ADA deficiencies, ADA transition ramp was added for access into the playground, and ADA deficient paths and walkways were also added. This project also included improved accessibility to the basketball court and picnic facilities. Greenhill Park was funded with CDBG funds project allowed for the replacement of deficient paths, curbs and walkways as well as added ADA transition ramp into the playground. Senior Access was funded with non-CDBG funds to assist elderly and disabled residents with door to door transportation to appointments and errands.

## CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Round Rock has developed a monitoring system that includes monitoring policies, procedures and standards to ensure that all activities carried out with CDBG funds are done so in a timely manner in accordance with federal monitoring requirements, and all other applicable laws, regulations, policies and sound management and accounting practices including all the requirements of 24 CFR 570.502, 2 CFR 200.238, 2 CFR 200.331 (d) and any other applicable federal requirements.

Subrecipients are monitored to ensure that they have implemented and administered their CDBG funded activities according to applicable Federal Requirements. Particular attention is paid to compliance with eligible and national objective requirements. Other areas emphasized are the financial management systems, internal controls, procurement practices and compliance with civil rights requirements.

When applicable, subrecipients are required to submit copies of paid receipts, timesheets, income documentation, client data and self-certification forms with their monthly requests for reimbursement. This information is used to determine the number of unduplicated beneficiaries. Monthly reports were submitted by each subrecipient so staff could monitor the progress of each activity, provide technical assistance or consultation when needed to ensure that all objectives are met.

Subrecipients are monitored on-site yearly. On-site monitoring will consist of a 5 step process:

1. Notification letter
2. Entrance conference
3. Documentation, Data Acquisition and Analysis
4. Exit Conference
5. Follow-up monitoring letter and report

The on-site monitoring will evaluate program administration and regulatory compliance to include the following:

- Conformance to the Subrecipient Agreement
- Record Keeping Systems

- Financial Management Systems
- Insurance
- Procurement Procedures
- Equipment
- Non-discrimination and Actions to Further Fair Housing

In the CDBG 2017-2018 program year the Round Rock Area Serving Center Food Pantry & Housing Assistance Program, CASA Child Advocacy Program and the Round Rock Housing Authority NOC Programs were monitored. The monitoring reviews revealed that their systems and procedures in the areas monitored were satisfactory.

#### Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

In order to provide citizens with a reasonable notice and an opportunity to comment on the CAPER, a Notice of Public Hearing was published in the Round Rock Leader on December 1, 2018 in English and Spanish. The notice was also posted on the City bulletin at city hall on November 30, 2018 as well as in the City news section of the website. The public hearing on the CAPER was held on December 20, 2018 before city council. The public was given 18 days to comment either in person or in writing. No comments were received. The draft CAPER was provided on the CDBG webpage on the city website as well as at city hall. The public hearings were held at City Hall Council Chambers which is accessible to persons with disabilities. The City is committed to compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request for the public hearings. City staff was present at all public hearings and was available to translate for persons with Limited English Proficiency.

#### CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

During the CDBG 2017-2018 Program Year there were no changes in the jurisdictions program objections. The City of Round Rock did not have any open Brownfields Economic Development Initiative Grants (BEDI) during this program year therefore there are no BEDI accomplishments or program outcomes to report in this CAPER report.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

#### CR-45 - CDBG 91.520(c)

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Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

# Attachment



## Executive Summary

# Fourth Program Year CAPER

City of Round Rock CAPER 2017-2018

## Executive Summary

The City of Round Rock received \$605,539 in Community Development Block Grant funds in the Program Year 2017-2018. This was the fourth program year in the 2014-2018 Consolidated Plan. In this fourth program year, funds were allocated to public service activities, public facilities and improvements, and program administration.

The City obligated 20% (\$121,107) of the total allocation to program administration and 15% (\$90,830) to public services. The remaining \$393,602 was allocated to Public Facilities and Improvements and Park Improvements.

In addition to expenditure caps, other federal requirements were considered to determine if a project was eligible for funding. Any project or activity must meet one of the following three National Objectives to be eligible [24 CFR § 570.200 (a)]: (1) to benefit low to moderate income persons; or (2) prevent slum and blight; or (3) to meet an urgent need (per HUD's definition).

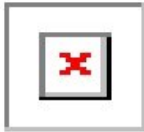
In the 2017-2018 Program Year the City of Round Rock expended \$544822.30 in CDBG funds. These expenditures allowed the City of Round Rock to meet the timeliness test conducted by the HUD field office with a ratio of 1.49.

To ensure that the city would meet the spending ratio, the City of Round Rock required that Sub-recipients submit beneficiary reports and reimbursement requests on a monthly basis with all back up documentation. Staff conducted desk reviews every month to track their spending and performance goals.

In addition to that Sub-recipient agreements had an expiration date of July 1 to expend their funds. This stricter deadline ensured that sub-recipients spent funds in a timely manner.

The activities in the 2017-2018 Annual Action Plan met the criteria for funding and the CDBG program's goals and objectives as well as the goal of reducing discriminatory barriers.

# PR03 CAPER 2017



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2017  
ROUND ROCK

Date: 10-Dec-2018  
Time: 9:22  
Page: 1

**PGM Year:** 2014  
**Project:** 0001 - PARK IMPROVEMENTS  
**IDIS Activity:** 452 - City of Round Rock Veterans Park 2014

**Status:** Completed 7/18/2018 12:00:00 AM  
**Location:** 600 Pecan Ave Round Rock, TX 78664-4449

**Objective:** Create suitable living environments  
**Outcome:** Availability/accessibility  
**Matrix Code:** Parks, Recreational Facilities (03F)

**National Objective:** LMA

**Initial Funding Date:** 09/28/2015

## Description:

unallocated funds and balances from completed projects will be used for park improvements at Veterans Park: Basketball fence upgrade, basketball court lighting, playground improvements (purchase and installation of new playground).  
A budget and program amendment was done; all public notices and public hearing requirements were met.

## Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$152,242.16	\$0.00	\$0.00
		2014	B14MC480514		\$37,063.68	\$152,242.16
<b>Total</b>	<b>Total</b>			<b>\$152,242.16</b>	<b>\$37,063.68</b>	<b>\$152,242.16</b>

## Proposed Accomplishments

Public Facilities : 1  
Total Population in Service Area: 1,225  
Census Tract Percent Low / Mod: 57.96

## Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014		





U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2017  
ROUND ROCK

Date: 10-Dec-2018  
Time: 9:22  
Page: 2

PGM Year: 2014

Project: 0004 - SHELTER REHAB

IDIS Activity: 454 - Hope Alliance Shelter Rehab

Status: Completed 4/27/2018 12:00:00 AM

Location: 1099 Gattis School Rd Round Rock, TX 78664-7002

Objective: Create suitable living environments

Outcome: Availability/accessibility

Matrix Code: Homeless Facilities (not operating costs) (03C)

National Objective: LMC

Initial Funding Date: 09/30/2015

Description:

funding will pay for rehab of the domestic violence shelter

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$75,000.00	\$0.00	\$0.00
		2014	B14MC480514		\$73,560.00	\$75,000.00
Total	Total			\$75,000.00	\$73,560.00	\$75,000.00

Proposed Accomplishments

Public Facilities : 1

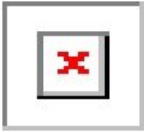
Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	208	105
Black/African American:	0	0	0	0	0	0	66	0
Asian:	0	0	0	0	0	0	6	0
American Indian/Alaskan Native:	0	0	0	0	0	0	4	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	46	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	330	105
Female-headed Households:	0		0		0			

PR03 - ROUND ROCK

Page: 2 of 28



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2017  
ROUND ROCK

Date: 10-Dec-2018  
Time: 9:22  
Page: 3

*Income Category:*

	Owner	Renter	Total	Person
Extremely Low	0	0	0	330
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	330
Percent Low/Mod				100.0%

**Annual Accomplishments**

Years	Accomplishment Narrative	# Benefitting
2014		



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2017  
ROUND ROCK

Date: 10-Dec-2018  
Time: 9:22  
Page: 4

**PGM Year:** 2015  
**Project:** 0003 - Shelter Rehabilitation  
**IDIS Activity:** 460 - Hope Alliance Shelter Rehabilitation

Status: Completed 12/6/2018 12:00:00 AM  
Location: 1011 Gattis School Rd Round Rock, TX 78664-7008  
Objective: Create suitable living environments  
Outcome: Availability/accessibility  
Matrix Code: Homeless Facilities (not operating costs) (03C)  
National Objective: LMC

**Initial Funding Date:** 01/04/2016

**Description:**

Funds will be combined with program year 2014 (\$75,000) funds and with Williamson County CDBG Funds to complete the shelter rehabilitation to include replacement of all flooring and windows, total kitchen remodel, install attic insulation, replace closet doors and shelving in bedrooms, pantry and play areas and replace security system.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC480514	\$90,000.00	\$90,000.00	\$90,000.00
<b>Total</b>	<b>Total</b>			<b>\$90,000.00</b>	<b>\$90,000.00</b>	<b>\$90,000.00</b>

**Proposed Accomplishments**

Public Facilities : 1

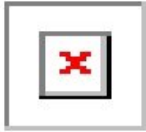
**Actual Accomplishments**

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	208	105
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	6	0
American Indian/Alaskan Native:	0	0	0	0	0	0	4	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	66	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	46	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>330</b>	<b>105</b>
Female-headed Households:	0		0		0			

PR03 - ROUND ROCK

Page: 4 of 28



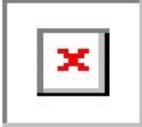
U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2017  
ROUND ROCK

Date: 10-Dec-2018  
Time: 9:22  
Page: 5

<i>Income Category:</i>				
	<b>Owner</b>	<b>Renter</b>	<b>Total</b>	<b>Person</b>
Extremely Low	0	0	0	330
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	330
Percent Low/Mod				100.0%

**Annual Accomplishments**

<b>Years</b>	<b>Accomplishment Narrative</b>	<b># Benefitting</b>
2015		



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2017  
ROUND ROCK

Date: 10-Dec-2018  
Time: 9:22  
Page: 6

**PGM Year:** 2015

**Project:** 0005 - Public Facilities and Improvements

**IDIS Activity:** 462 - Greenhill Sidewalk Project

**Status:** Completed 8/21/2018 12:00:00 AM

**Location:** 2008 Enterprise Dr Round Rock, TX 78664-2120

**Objective:** Create suitable living environments

**Outcome:** Availability/accessibility

**Matrix Code:** Sidewalks (03L)

**National Objective:** LMA

**Initial Funding Date:** 01/04/2016

**Description:**

City of Round Rock Greenhill Sidewalks Project: Funds will be used to construct new sidewalks in the Greenhill Neighborhood.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC480514	\$204,990.00	\$0.00	\$204,990.00
<b>Total</b>	<b>Total</b>			<b>\$204,990.00</b>	<b>\$0.00</b>	<b>\$204,990.00</b>

**Proposed Accomplishments**

Public Facilities : 1

Total Population in Service Area: 1,070

Census Tract Percent Low / Mod: 79.44

**Annual Accomplishments**

Years	Accomplishment Narrative	# Benefitting
2015	this project is complete.	



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2017  
ROUND ROCK

Date: 10-Dec-2018  
Time: 9:22  
Page: 7

PGM Year: 2016

Project: 0003 - City of Round Rock Program Administration

IDIS Activity: 465 - CORR Program Administration

Status: Completed 8/21/2018 12:00:00 AM

Location:

Objective:

Outcome:

Matrix Code: General Program Administration (21A)

National Objective:

Initial Funding Date: 01/04/2017

Description:

Funds will be used for the oversight and administration of the CDBG program for the City of Round Rock.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2016	B16MC480514	\$58,342.99	\$0.00	\$58,342.99
<b>Total</b>	<b>Total</b>			<b>\$58,342.99</b>	<b>\$0.00</b>	<b>\$58,342.99</b>

Proposed Accomplishments

Actual Accomplishments

Number assisted:

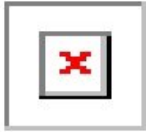
	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Female-headed Households:					0			

Income Category:

	Owner	Renter	Total	Person
--	-------	--------	-------	--------

PR03 - ROUND ROCK

Page: 7 of 28



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2017  
ROUND ROCK

Date: 10-Dec-2018  
Time: 9:22  
Page: 8

Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

**Annual Accomplishments**

No data returned for this view. This might be because the applied filter excludes all data.



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2017  
ROUND ROCK

Date: 10-Dec-2018  
Time: 9:22  
Page: 9

PGM Year: 2016

Project: 0001 - Public Services

IDIS Activity: 466 - CASA Child Advocacy Program

Status: Completed 11/20/2017 12:00:00 AM

Location: 805 W University Ave Georgetown, TX 78626-6507

Objective: Create suitable living environments

Outcome: Availability/accessibility

Matrix Code: Abused and Neglected Children (05N)

National Objective: LMC

Initial Funding Date: 01/04/2017

Description:

Court Appointed Special Advocates (CASA) Children's Advocacy Program: funds will be used to pay the partial salary for the Volunteer Recruiter and Trainer Coordinator.

This person recruits and trains volunteers that will be advocates for children in court.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2016	B16MC480514	\$20,000.00	\$0.00	\$20,000.00
<b>Total</b>	<b>Total</b>			<b>\$20,000.00</b>	<b>\$0.00</b>	<b>\$20,000.00</b>

Proposed Accomplishments

People (General): 88

Actual Accomplishments

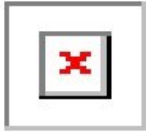
Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	48	36
Black/African American:	0	0	0	0	0	0	13	0
Asian:	0	0	0	0	0	0	2	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	1	0
Black/African American & White:	0	0	0	0	0	0	2	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	1	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>67</b>	<b>36</b>
Female-headed Households:	0		0		0			

PR03 - ROUND ROCK

Page: 9 of 28





U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2017  
ROUND ROCK

Date: 10-Dec-2018  
Time: 9:22  
Page: 10

<i>Income Category:</i>				
	<b>Owner</b>	<b>Renter</b>	<b>Total</b>	<b>Person</b>
Extremely Low	0	0	0	67
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	67
Percent Low/Mod				100.0%

**Annual Accomplishments**

<b>Years</b>	<b>Accomplishment Narrative</b>	<b># Benefitting</b>
2016	CASA served 67 children who either were removed from a home in Round Rock originally or were placed in a home in Round Rock from October 2016 thru July 2017.	



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2017  
ROUND ROCK

Date: 10-Dec-2018  
Time: 9:22  
Page: 11

PGM Year: 2016

Project: 0001 - Public Services

IDIS Activity: 469 - RRASC Food Pantry

Status: Completed 11/20/2017 12:00:00 AM  
Location: 1099 E Main St Round Rock, TX 78664-4418

Objective: Create suitable living environments  
Outcome: Availability/accessibility  
Matrix Code: Food Banks (05W)

National Objective: LMC

Initial Funding Date: 01/23/2017

Description:

Purchase food for Round Rock Area Food Pantry to provide food to indigent, low-income, homeless, and transient people.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2016	B16MC480514	\$25,000.00	\$0.00	\$25,000.00
<b>Total</b>	<b>Total</b>			<b>\$25,000.00</b>	<b>\$0.00</b>	<b>\$25,000.00</b>

Proposed Accomplishments

People (General) : 950

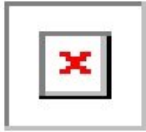
Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	696	302
Black/African American:	0	0	0	0	0	0	247	0
Asian:	0	0	0	0	0	0	13	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	5	0
Black/African American & White:	0	0	0	0	0	0	5	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	6	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>972</b>	<b>302</b>
Female-headed Households:	0		0		0			

PR03 - ROUND ROCK

Page: 11 of 28



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2017  
ROUND ROCK

Date: 10-Dec-2018  
Time: 9:22  
Page: 12

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	872
Low Mod	0	0	0	100
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	972
Percent Low/Mod				100.0%

**Annual Accomplishments**

Years	Accomplishment Narrative	# Benefitting
2016	Purchased food from Central Texas Food Bank for food pantry for low income families.	



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2017  
ROUND ROCK

Date: 10-Dec-2018  
Time: 9:22  
Page: 13

PGM Year: 2016

Project: 0001 - Public Services

IDIS Activity: 470 - RRASC Housing Assistance Program

Status: Completed 11/20/2017 12:00:00 AM  
Location: 1099 E Main St Round Rock, TX 78664-4418

Objective: Create suitable living environments  
Outcome: Availability/accessibility  
Matrix Code: Subsistence Payment (05Q)

National Objective: LMC

Initial Funding Date: 01/23/2017

Description:

To provide rental and mortgage assistance to low-income families and fixed income elderly persons to prevent eviction. Assistance will also include short-term temporary shelter for homeless and stranded people.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2016	B16MC480514	\$25,000.00	\$0.00	\$25,000.00
<b>Total</b>	<b>Total</b>			<b>\$25,000.00</b>	<b>\$0.00</b>	<b>\$25,000.00</b>

Proposed Accomplishments

People (General): 250

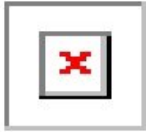
Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	170	74
Black/African American:	0	0	0	0	0	0	68	0
Asian:	0	0	0	0	0	0	5	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	2	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	5	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>250</b>	<b>74</b>
Female-headed Households:	0		0		0			

PR03 - ROUND ROCK

Page: 13 of 28



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2017  
ROUND ROCK

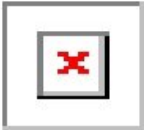
Date: 10-Dec-2018  
Time: 9:22  
Page: 14

*Income Category:*

	Owner	Renter	Total	Person
Extremely Low	0	0	0	242
Low Mod	0	0	0	8
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	250
Percent Low/Mod				100.0%

**Annual Accomplishments**

Years	Accomplishment Narrative	# Benefitting
2016	Provided rent and mortgage payment assistance for families experiencing a financial crisis.	



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2017  
ROUND ROCK

Date: 10-Dec-2018  
Time: 9:22  
Page: 15

**PGM Year:** 2016

**Project:** 0002 - Public Facilities and Improvements

**IDIS Activity:** 471 - Downtown Sidewalk Project

**Status:** Open

**Location:** 300 Pecan Ln Round Rock, TX 78664-4529

**Objective:** Create suitable living environments

**Outcome:** Availability/accessibility

**Matrix Code:** Sidewalks (03L)

**National Objective:** LMA

**Initial Funding Date:** 07/03/2018

**Description:**

Funding will be provided to construct sidewalks on the south side of Austin Ave from Nelson Street to approximately 100 feet East of Pecan Lane.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2016	B16MC480514	\$153,586.50	\$128,412.85	\$128,412.85
<b>Total</b>	<b>Total</b>			<b>\$153,586.50</b>	<b>\$128,412.85</b>	<b>\$128,412.85</b>

**Proposed Accomplishments**

Public Facilities : 1

Total Population in Service Area: 710

Census Tract Percent Low / Mod: 100.00

**Annual Accomplishments**

No data returned for this view. This might be because the applied filter excludes all data.



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2017  
ROUND ROCK

Date: 10-Dec-2018  
Time: 9:22  
Page: 16

PGM Year: 2016

Project: 0004 - Single Family Rehab

IDIS Activity: 472 - Affordable Home Repair-Habitat for Humanity

Status: Open

Location: PO Box 737 Georgetown, TX 78627-0737

Objective: Provide decent affordable housing

Outcome: Affordability

Matrix Code: Rehab; Single-Unit Residential (14A)

National Objective: LMH

Initial Funding Date: 02/09/2017

**Description:**

Funding will be provided for home repairs to persons who fulfill homeowner eligibility requirements; income, residency, willingness to partner, homeownership and property taxes and insurance.

Work to be performed through repairs or replacement of the following: windows, doors, countertops, cabinets, floors, HVAC, weather stripping, and other related minor repairs.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$44,839.55	\$0.00	\$0.00
		2014	B14MC480514		\$11,447.01	\$25,284.58
<b>Total</b>	<b>Total</b>			<b>\$44,839.55</b>	<b>\$11,447.01</b>	<b>\$25,284.58</b>

**Proposed Accomplishments**

Housing Units : 7

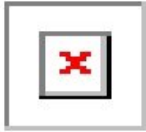
**Actual Accomplishments**

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	3	0	0	0	3	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>4</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>1</b>	<b>0</b>	<b>0</b>

PR03 - ROUND ROCK

Page: 16 of 28



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2017  
ROUND ROCK

Date: 10-Dec-2018  
Time: 9:22  
Page: 17

Female-headed Households: 0 0 0

Income Category:	Owner	Renter	Total	Person
Extremely Low	4	0	4	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	4	0	4	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2016	Home repair completed to 3 homes.	





U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2017  
ROUND ROCK

Date: 10-Dec-2018  
Time: 9:22  
Page: 18

PGM Year: 2017

Project: 0001 - Public Services

IDIS Activity: 474 - CASA of Williamson County

Status: Completed 11/1/2018 12:00:00 AM

Location: 809 W University Ave Georgetown, TX 78626-6501

Objective: Create suitable living environments

Outcome: Availability/accessibility

Matrix Code: Abused and Neglected Children (05N)

National Objective: LMC

Initial Funding Date: 01/04/2018

Description:

Funds will be provided for personnel to pay partial salary of a Director of Recruitment and Volunteer who advocates for the abused or neglected children in court.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC480514	\$21,000.00	\$21,000.00	\$21,000.00
<b>Total</b>	<b>Total</b>			<b>\$21,000.00</b>	<b>\$21,000.00</b>	<b>\$21,000.00</b>

Proposed Accomplishments

People (General) : 100

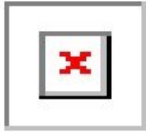
Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	56	41
Black/African American:	0	0	0	0	0	0	19	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	7	5
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>82</b>	<b>46</b>
Female-headed Households:	0		0		0			

PR03 - ROUND ROCK

Page: 18 of 28



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2017  
ROUND ROCK

Date: 10-Dec-2018  
Time: 9:22  
Page: 19

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	82
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	82
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2017		



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2017  
ROUND ROCK

Date: 10-Dec-2018  
Time: 9:22  
Page: 20

PGM Year: 2017

Project: 0001 - Public Services

IDIS Activity: 475 - RRASC Housing Assistance Program

Status: Completed 10/31/2018 12:00:00 AM  
Location: 1099 E Main St Round Rock, TX 78664-4418

Objective: Create suitable living environments  
Outcome: Availability/accessibility  
Matrix Code: Subsistence Payment (05Q)

National Objective: LMC

Initial Funding Date: 01/04/2018

Description:

Funds will be provided for housing and emergency shelter needs, help elderly maintain independence, help families avoid eviction and homelessness.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC480514	\$22,536.00	\$22,536.00	\$22,536.00
<b>Total</b>	<b>Total</b>			<b>\$22,536.00</b>	<b>\$22,536.00</b>	<b>\$22,536.00</b>

Proposed Accomplishments

People (General) : 250

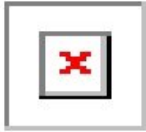
Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	148	65
Black/African American:	0	0	0	0	0	0	66	0
Asian:	0	0	0	0	0	0	2	0
American Indian/Alaskan Native:	0	0	0	0	0	0	1	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	1	0
Black/African American & White:	0	0	0	0	0	0	4	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	6	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>228</b>	<b>65</b>
Female-headed Households:	0		0		0			

PR03 - ROUND ROCK

Page: 20 of 28



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2017  
ROUND ROCK

Date: 10-Dec-2018  
Time: 9:22  
Page: 21

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	190
Low Mod	0	0	0	34
Moderate	0	0	0	3
Non Low Moderate	0	0	0	1
Total	0	0	0	228
Percent Low/Mod				99.6%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2017		



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2017  
ROUND ROCK

Date: 10-Dec-2018  
Time: 9:22  
Page: 22

PGM Year: 2017

Project: 0001 - Public Services

IDIS Activity: 476 - RRASC Food Pantry

Status: Completed 10/31/2018 12:00:00 AM  
Location: 1099 E Main St Round Rock, TX 78664-4418

Objective: Create suitable living environments  
Outcome: Availability/accessibility  
Matrix Code: Food Banks (05W)

National Objective: LMC

Initial Funding Date: 01/04/2018

Description:

Funds will be provided to purchase food through the Capital Area Food Bank to provide food to indigent, low-income, homeless, and transient people.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC480514	\$23,000.00	\$23,000.00	\$23,000.00
<b>Total</b>	<b>Total</b>			<b>\$23,000.00</b>	<b>\$23,000.00</b>	<b>\$23,000.00</b>

Proposed Accomplishments

People (General) : 850

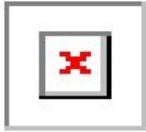
Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	619	347
Black/African American:	0	0	0	0	0	0	227	0
Asian:	0	0	0	0	0	0	12	0
American Indian/Alaskan Native:	0	0	0	0	0	0	4	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	1	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	1	0
Black/African American & White:	0	0	0	0	0	0	4	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	10	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>878</b>	<b>347</b>
Female-headed Households:	0		0		0			

PR03 - ROUND ROCK

Page: 22 of 28



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2017  
ROUND ROCK

Date: 10-Dec-2018  
Time: 9:22  
Page: 23

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	528
Low Mod	0	0	0	307
Moderate	0	0	0	40
Non Low Moderate	0	0	0	3
Total	0	0	0	878
Percent Low/Mod				99.7%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2017		



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2017  
ROUND ROCK

Date: 10-Dec-2018  
Time: 9:22  
Page: 24

PGM Year: 2017

Project: 0001 - Public Services

IDIS Activity: 477 - RRHA NOC

Status: Completed 10/31/2018 12:00:00 AM

Location: 1505 Lance Ln Round Rock, TX 78664-4545

Objective: Create suitable living environments

Outcome: Availability/accessibility

Matrix Code: Other Public Services Not Listed in  
05A-05Y, 03T (05Z)

National Objective: LMC

Initial Funding Date: 01/04/2018

Description:

Funds will be provided for personnel and supplies for the Neighborhood Outreach Center.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC480514	\$18,950.00	\$18,950.00	\$18,950.00
<b>Total</b>	<b>Total</b>			<b>\$18,950.00</b>	<b>\$18,950.00</b>	<b>\$18,950.00</b>

Proposed Accomplishments

People (General) : 100

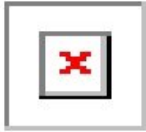
Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	43	14
Black/African American:	0	0	0	0	0	0	47	0
Asian:	0	0	0	0	0	0	6	0
American Indian/Alaskan Native:	0	0	0	0	0	0	1	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	8	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>105</b>	<b>14</b>
Female-headed Households:	0		0		0			

PR03 - ROUND ROCK

Page: 24 of 28



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2017  
ROUND ROCK

Date: 10-Dec-2018  
Time: 9:22  
Page: 25

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	83
Low Mod	0	0	0	17
Moderate	0	0	0	5
Non Low Moderate	0	0	0	0
Total	0	0	0	105
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2017		





U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2017  
ROUND ROCK

Date: 10-Dec-2018  
Time: 9:22  
Page: 26

PGM Year: 2017

Project: 0003 - City of Round Rock Program Administration

IDIS Activity: 480 - CORR Program Administration

Status: Completed 11/1/2018 12:00:00 AM

Location:

Objective:

Outcome:

Matrix Code: General Program Administration (21A)

National Objective:

Initial Funding Date: 01/03/2018

**Description:**

Funds will be used for the management and oversight of the CDBG program.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC480514	\$118,852.76	\$118,852.76	\$118,852.76
<b>Total</b>	<b>Total</b>			<b>\$118,852.76</b>	<b>\$118,852.76</b>	<b>\$118,852.76</b>

**Proposed Accomplishments**

**Actual Accomplishments**

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Female-headed Households:

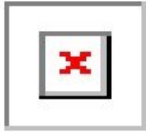
0

Income Category:

Owner Renter Total Person

PR03 - ROUND ROCK

Page: 26 of 28



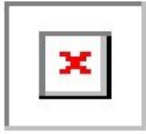
U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2017  
ROUND ROCK

Date: 10-Dec-2018  
Time: 9:22  
Page: 27

Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

**Annual Accomplishments**

No data returned for this view. This might be because the applied filter excludes all data.



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2017  
ROUND ROCK

Date: 10-Dec-2018  
Time: 9:22  
Page: 28

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Total Funded Amount:	\$1,053,339.96
Total Drawn Thru Program Year:	\$1,008,611.34
Total Drawn In Program Year:	\$544,822.30

GRANTEE: City of Round Rock, Texas

PY: 2017

LOCCS RECONCILIATION

Unexpended balance of CDBG funds  
(Line 15 of the IUS Financial Summary)

\$ 797,203.17

LOCCS Balance (as of the end of the program year)

\$ 885,771.93

Unexpended CDBG program income and/or Unexpended CDBG grant funds:

- a) *Grantee Program Account*
- b) *Sub recipient's Program Account*
- c) *Revolving Fund Cash Balances*
- d) *Section 108 Cash Balances*

Total CASH ON-HAND

\$ 38,597.66 Prior Year Fig08

Grantee Program Liabilities

*(Exclude any reimbursements due from program funds)*  
Sub recipient Program Liabilities  
*(Exclude any reimbursements due from program funds)*

Total LIABILITIES

\$ 88,587.86

RECONCILING BALANCE

*(CASH Balance Plus Cash on Hand Total minus Liabilities Total)*

\$ 797,203.87

Total Unexpended Balance of CDBG Funds **minus** Reconciling Balance =

Unreconciled Difference \*

\$ (9.00)

Note:

\* Provide an explanation for an unreconciled difference.  
\*\* Use the IUS PRI08 to check for Program Income Reversing Loan Fund Balances when Cash On-Hand is a positive figure.  
\*\*\* Use the IUS PRI07 to check for draws marked 'prior year' for the 1<sup>st</sup> 90 days after the program year ends.



Office of Community Planning and Development  
U.S. Department of Housing and Urban Development  
Integrated Disbursement and Information System  
PR25 - CDBG Financial Summary Report  
Program Year 2017  
ROUND ROCK, TX

DATE: 12-05-18  
TIME: 16:47  
PAGE: 3

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2017	1	474	6124986	CASA of Williamson County	05N	LNC	\$8,400.00
2017	1	474	6138875	CASA of Williamson County	05N	LNC	\$2,100.00
2017	1	474	6146154	CASA of Williamson County	05N	LNC	\$2,100.00
2017	1	474	6161746	CASA of Williamson County	05N	LNC	\$2,100.00
2017	1	474	6169879	CASA of Williamson County	05N	LNC	\$2,100.00
2017	1	474	6174491	CASA of Williamson County	05N	LNC	\$2,100.00
2017	1	474	6190919	CASA of Williamson County	05N	LNC	\$2,100.00
					05N	Matrix Code	\$21,000.00
2017	1	475	6122898	RRASC Housing Assistance Program	05Q	LNC	\$3,248.00
2017	1	475	6136880	RRASC Housing Assistance Program	05Q	LNC	\$4,500.00
2017	1	475	6146152	RRASC Housing Assistance Program	05Q	LNC	\$3,659.00
2017	1	475	6161747	RRASC Housing Assistance Program	05Q	LNC	\$2,769.00
2017	1	475	6169879	RRASC Housing Assistance Program	05Q	LNC	\$2,567.00
2017	1	475	6174491	RRASC Housing Assistance Program	05Q	LNC	\$3,600.00
2017	1	475	6199570	RRASC Housing Assistance Program	05Q	LNC	\$2,202.00
					05Q	Matrix Code	\$22,536.00
2017	1	476	6122898	RRASC Food Pantry	05W	LNC	\$2,056.65
2017	1	476	6136878	RRASC Food Pantry	05W	LNC	\$6,170.77
2017	1	476	6146149	RRASC Food Pantry	05W	LNC	\$8,438.25
2017	1	476	6161798	RRASC Food Pantry	05W	LNC	\$7,751.00
2017	1	476	6169879	RRASC Food Pantry	05W	LNC	\$585.33
					05W	Matrix Code	\$23,000.00
2017	1	477	6199347	RRHA NDC	05Z	LNC	\$18,950.00
					05Z	Matrix Code	\$18,950.00
<b>Total</b>							<b>\$85,486.00</b>

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2017	3	480	6122898	CORR Program Administration	21A		\$5,378.20
2017	3	480	6123276	CORR Program Administration	21A		\$331.00
2017	3	480	6131626	CORR Program Administration	21A		\$32,135.85
2017	3	480	6161741	CORR Program Administration	21A		\$2,395.39
2017	3	480	6169876	CORR Program Administration	21A		\$29,523.59
2017	3	480	6199879	CORR Program Administration	21A		\$2,335.64
2017	3	480	6174494	CORR Program Administration	21A		\$3,728.60
2017	3	480	6169876	CORR Program Administration	21A		\$6,054.17
2017	3	480	6199347	CORR Program Administration	21A		\$28,752.92
2017	3	480	6199352	CORR Program Administration	21A		\$8,289.40
					21A	Matrix Code	\$118,852.76
<b>Total</b>							<b>\$118,852.76</b>



Office of Community Planning and Development  
U.S. Department of Housing and Urban Development  
Integrated Disbursement and Information System  
PR26 - CDBG Financial Summary Report  
Program Year 2017  
ROUND ROCK, TX

DATE: 12-05-18  
TIME: 16:47  
PAGE: 2

**LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17**

Report returned no data.

**LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18**

Report returned no data.

**LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19**

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2014	4	454	6117971	Hope Alliance Shelter Rehab	03C	LMC	\$40,000.00
2014	4	454	6143476	Hope Alliance Shelter Rehab	03C	LMC	\$33,560.00
2015	3	460	6143475	Hope Alliance Shelter Rehabilitation	03C	LMC	\$90,000.00
					03C	Matrix Code	<b>\$163,560.00</b>
2014	1	452	6129803	City of Round Rock Veterans Park 2014	03F	LMA	\$37,063.68
					03F	Matrix Code	<b>\$37,063.68</b>
2016	2	471	6159879	Downtown Sidewalk Project	03L	JMA	\$175.00
2016	2	471	6174491	Downtown Sidewalk Project	03L	JMA	\$100,155.33
2016	2	471	6201475	Downtown Sidewalk Project	03L	JMA	\$29,082.52
					03L	Matrix Code	<b>\$129,412.85</b>
2017	1	474	6124986	CASA of Williamson County	05N	LMC	\$8,400.00
2017	1	474	6136875	CASA of Williamson County	05N	LMC	\$2,100.00
2017	1	474	6146154	CASA of Williamson County	05N	LMC	\$2,100.00
2017	1	474	6151746	CASA of Williamson County	05N	LMC	\$2,100.00
2017	1	474	6169879	CASA of Williamson County	05N	LMC	\$2,100.00
2017	1	474	6174491	CASA of Williamson County	05N	LMC	\$2,100.00
2017	1	474	6190919	CASA of Williamson County	05N	LMC	\$2,100.00
					05N	Matrix Code	<b>\$21,000.00</b>
2017	1	475	6122898	RRASC Housing Assistance Program	05Q	LMC	\$3,249.00
2017	1	475	6136880	RRASC Housing Assistance Program	05Q	LMC	\$4,500.00
2017	1	475	6146152	RRASC Housing Assistance Program	05Q	LMC	\$2,599.00
2017	1	475	6151747	RRASC Housing Assistance Program	05Q	LMC	\$2,789.00
2017	1	475	6159879	RRASC Housing Assistance Program	05Q	LMC	\$2,567.00
2017	1	475	6174491	RRASC Housing Assistance Program	05Q	LMC	\$5,831.00
2017	1	475	6195570	RRASC Housing Assistance Program	05Q	LMC	\$3,262.00
					05Q	Matrix Code	<b>\$22,536.00</b>
2017	1	476	6122896	RRASC Food Pantry	05W	LMC	\$7,096.65
2017	1	476	6136878	RRASC Food Pantry	05W	LMC	\$6,140.77
2017	1	476	6146149	RRASC Food Pantry	05W	LMC	\$6,436.25
2017	1	476	6151748	RRASC Food Pantry	05W	LMC	\$7,751.00
2017	1	476	6166879	RRASC Food Pantry	05W	LMC	\$595.33
					05W	Matrix Code	<b>\$29,000.00</b>
2017	1	477	6175347	RRHA NDC	05Z	LMC	\$18,950.00
					05Z	Matrix Code	<b>\$18,950.00</b>
2016	4	472	6111718	Affordable Home Repair-Habitat for Humanity	14A	LHF	\$248.79
2016	4	472	6181048	Affordable Home Repair-Habitat for Humanity	14A	LHF	\$1,928.43
2016	4	472	6182911	Affordable Home Repair-Habitat for Humanity	14A	LHF	\$4,558.85
2016	4	472	6190919	Affordable Home Repair-Habitat for Humanity	14A	LHF	\$1,420.02
2016	4	472	6199395	Affordable Home Repair-Habitat for Humanity	14A	LHF	\$250.92
					14A	Matrix Code	<b>\$11,447.01</b>
<b>Total</b>							<b>\$425,959.54</b>

**LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27**



Office of Community Planning and Development  
U.S. Department of Housing and Urban Development  
Integrated Disbursement and Information System  
PR26 - CDBG Financial Summary Report  
Program Year 2017  
ROUND ROCK, TX

DATE: 12-05-18  
TIME: 16:47  
PAGE: 1

**PART I: SUMMARY OF CDBG RESOURCES**

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	735,486.47
02 ENTITLEMENT GRANT	605,539.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	0.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR S: TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LEGAL CERG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	1,342,025.47

**PART II: SUMMARY OF CDBG EXPENDITURES**

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	425,969.54
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	425,969.54
12 DISBURSED IN LIDS FOR PLANNING/ADMINISTRATION	118,852.76
13 DISBURSED IN LIDS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	544,822.30
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	797,203.17

**PART III: LOW/MOD BENEFIT THIS REPORTING PERIOD**

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	425,969.54
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	425,969.54
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

**LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS**

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES DEDUCTING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

**PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS**

27 DISBURSED IN LIDS FOR PUBLIC SERVICES	45,486.00
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	45,486.00
32 ENTITLEMENT GRANT	605,539.00
33 PRIOR YEAR PROGRAM INCOME	0.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 31-34)	605,539.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	14.17%

**PART V: PLANNING AND ADMINISTRATION (PA) CAP**

37 DISBURSED IN LIDS FOR PLANNING/ADMINISTRATION	118,852.76
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 + LINE 40)	118,852.76
42 ENTITLEMENT GRANT	605,539.00
43 CURRENT YEAR PROGRAM INCOME	0.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 41-44)	605,539.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	19.62%



U.S. DEPARTMENT OF HOUSING AND  
 URBAN DEVELOPMENT  
 OFFICE OF COMMUNITY PLANNING AND  
 DEVELOPMENT  
 PR07 - Drawdown Report by Voucher Number  
 - Vouchers Submitted to : acps

DATE: 12/5/2018  
 TIME: 4:44:07 PM  
 PAGE: 3/3

IDIS			
Payee TIN	Program	PY	Drawn Amount
74601748E	CDBG	Y	\$29,762.82
74601748E	CDBG	Y	\$18,950.30
74601748E	CDBG	Y	\$8,269.40
74601748E	CDBG	Y	\$3,262.00
74601748E	CDBG	Y	\$290.82
74601748E	CDBG	Y	\$28,082.52
	CDBG	<b>TOTAL DRAWS:</b>	<b>\$88,687.66</b>
			<b>\$88,687.66</b>



PR07 - Drawdown Report by Voucher Number  
- Vouchers Submitted to Loans

IDIS

Status Date	LOCCS Send Date	Grant Number	Grant Year	Fund Type	Recipient TIN
10/17/2018	10/16/2018	B17MC430514	2017	EN	746017485
10/17/2018	10/16/2018	B17MC430514	2017	EN	746017485
10/17/2018	10/16/2018	B17MC430514	2017	EN	746017485
10/17/2018	10/16/2018	B17MC430514	2017	EN	746017485
10/17/2018	10/16/2018	H14MC430514	2014	EN	746017485
10/24/2018	10/23/2018	B16MC430514	2016	EN	746017485

U.S. DEPARTMENT OF HOUSING AND  
 URBAN DEVELOPMENT  
 OFFICE OF COMMUNITY PLANNING AND  
 DEVELOPMENT  
 PR07 Drawdown Report by Voucher Number  
 - Vouchers Submitted to Locos

DATE: 12/5/2018  
 TIME: 4:44:07 PM  
 PAGE: 1/3

DIS

Voucher Number	Line Item	IDIS Project ID	IDIS Act ID	Voucher Created	Voucher Status
8199347	1	3	480	10/15/2018	Completed
	2	1	477	10/15/2018	Completed
8199352	1	5	480	10/15/2018	Completed
8199570	1	1	475	10/15/2018	Completed
8199585	1	4	472	10/15/2018	Completed
8201475	1	2	471	10/22/2018	Completed

TOTAL DRAWS:

# CAPER Public Notices and Proof of Publication



## PROOF OF PUBLICATION STATE OF TEXAS

### PUBLIC NOTICE

Before me, the undersigned authority, a Notary Public in and for the County of Williamson, State of Texas, on this day personally appeared Alejandro Cado, Advertising Agent of the Round Rock Leader, which is a newspaper of general circulation published in the county of Williamson in the state of Texas, who being duly sworn by me, states that the attached advertisement was published at the lowest published rate for Classified advertising in said newspaper on the following date(s), to wit, and that the attached is a true copy of said advertisement: the following date(s), AVISO DE AUDIENCIA PÚBLICA El Consejo Municipal de Round Rock celebrará un audiencia pública el Jueves 20 de diciembre de 2018 a 5:00 en Council Chambers del, first date of Publication 12/01/2018, last date of Publication 12/01/2018, web and print times Published 1 Legal ads & C.

ROUND ROCK, CITY OF  
221 E MAIN ST  
ROUND ROCK, TX 78864-5271

Invoice/Order Number:	0000439197
Ad Cost:	\$198.08
Paid:	\$198.08
Balance Due:	\$0.00

Signed \_\_\_\_\_

(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 9th day of December, 2018. In Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed \_\_\_\_\_

(Notary)

Please see Ad on following page(s).

Page 1 of 2

ROUND ROCK CITY OF  
221 E MAIN ST  
ROUND ROCK TX 78664-5274

Invoice/Order Number      OCC0238137  
Ad Cost:                      \$190.08  
Paid:                          \$190.08  
Balance Due:                \$0.00

**AVISO DE AUDIENCIA PÚBLICA**

El Consejo Municipal de Round Rock celebrará una audiencia pública el Jueves 20 de diciembre de 2018 a 5:00 en Council Chambers del Consejo Municipal de Round Rock situado en 221 East Main Street. El propósito de la audiencia es recibir comentarios públicos sobre el Consolidated Annual Performance Evaluation Report (CA-PER) 2017-2018.

La ciudad de Round Rock es obligada por el Departamento de vivienda y desarrollo urbano de los Estados Unidos para hacer un plan de desarrollo anual disponible al público para revisión y comentario para un período de al menos quince días. El CA-PER 2017-2018 estará disponible desde el 6 de diciembre de 2018 a través de 24 de diciembre de 2018 a 5:00 para la revisión pública en la oficina de desarrollo comunitario, 221 East Main Street, Round Rock, Texas y ciudad de Round Rock web page en [www.roundrocktx.gov](http://www.roundrocktx.gov).

La ciudad de Round Rock se compromete al cumplimiento de las Americans with Disabilities Act (ADA) y la sección 504 de la Rehabilitation Act de 1973, enmendado. Modificaciones razonables y acceso igualitario a las comunicaciones de proporcionar a petición, por favor llamar al 214-9643 (voz) o Relay Texas en 1-800-735-2969 (voz) asistencia, un intérprete de lengua de señas, por favor llama a Elizabeth Alvarez en 512-591-3328 por lo menos 45 días de anticipación.

La ciudad no discrimina por discapacidad en la admisión o acceso a, tratamiento o empleo en sus programas u actividades. Ciudad de Round Rock Departamento de recursos humanos ha sido designado como ADA, sección 504 oficina de la ciudad. Esta oficina se encuentra en 221 E. Main Street, la sala del consejo de negocios. Si usted tiene preguntas o quejas por respecto a sus derechos de ADA, sección 504, por favor llama a la ciudad de Round Rock Departamento de recursos humanos a Michael Bennett en (512) 218-0845. Esta publicación está disponible en formatos alternativos. Por favor llamar al (512) 2141-3328 (voz) asistencia.

**CERTIFICACIÓN DE REGISTRO**

Certifico que este aviso de audiencia pública fue publicado este día 30 de noviembre a 5:00 como se requiere por ley de acuerdo con la sección 551.043 del código de gobierno de Texas.

**ORIGINAL FIRMADO /**  
Sara L. White, TREC, Alcaldesa de la ciudad

Fecha de publicación: sábado, 1 de diciembre de 2018      07:02:55 PM



**PROOF OF  
PUBLICATION  
STATE OF TEXAS**

**PUBLIC NOTICE**

Before me, the undersigned authority, a Notary Public in and for the County of Williamson, State of Texas, on this day personally appeared Alejandro Cado, Advertising Agent of the Round Rock Leader, which is a newspaper of general circulation published in the county of Williamson in the state of Texas, who being duly sworn by me, states that the attached advertisement was published at the lowest published rate for Classified advertising in said newspaper on the following date(s), to wit, and that the attached is a true copy of said advertisement the following date(s), NOTICE OF PUBLIC HEARING. A public hearing will be held by the Round Rock City Council on Thursday, December 20, 2018 at 5:00 p.m. at the Round Rock City Council. first date of Publication 12/01/2018, last date of Publication 12/01/2018, web and print times Published 1, Legal ads 6 C.

ROUND ROCK, CITY OF  
221 E MAIN ST  
ROUND ROCK, TX 78664-5271

Invoice/Order Number:	0000439199
Ad Cost:	\$160.60
Paid:	\$160.60
Balance Due:	\$0.00

Signed

(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 01st day of December, 2018 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed

(Notary)

Please see Ad on following page(s).

Page 1 of 2

ROUND ROCK, CITY OF  
221 E MAIN ST  
ROUND ROCK, TX 78684-5271

Invoice/Order Number: C002428108  
Ad Cost: \$ 83.80  
Folio: \$ 83.80  
Balance Due: \$0.00

**NOTICE OF PUBLIC HEARING**

A public hearing will be held by the Round Rock City Council on Thursday, December 20, 2018 at 5:00 p.m. at the Round Rock City Council Chambers located at 221 East Main Street. The purpose of the hearing is to receive public comments concerning the 2017-2018 Consolidated Annual Performance Evaluation Report (CAPER).

The City of Round Rock is required by the U.S. Department of Housing and Urban Development to make an Annual Consolidated Annual Performance Evaluation Report (CAPER) available to the public for examination and comment for a period of at least fifteen days. The 2017-2018 CAPER will be available from December 5, 2018 through December 24, 2018 at 5 p.m. for public review in the Office of Community Development, 221 East Main Street, Round Rock, TX, and on the City of Round Rock Website at [www.roundrocktx.gov](http://www.roundrocktx.gov).

The City of Round Rock is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and special access to communications will be provided upon request. Please call 215-6843 (voice) or Relay Texas at 1-800-735-2989 (TDD) for assistance. For a sign language interpreter, please call Elizabeth Alvarado at 512-341-3226 at least 5-5 days in advance.

The City does not discriminate on the basis of disability in the admission or access to, or treatment or employment by, its programs and activities. The City of Round Rock Human Resources Department has been designated as the City's ADA/Section 504 Office. This office is located at 221 E. Main Street, 1st Floor of the Business Center. If you have any questions or complaints regarding your ADA/Section 504 rights, please call Michael Bennett, Risk Manager at (512) 278-8845. This publication is available in alternative formats. Please call (512) 341-3328 (voice) for assistance.

**POSTING CERTIFICATION**

I certify that this notice of a public hearing was posted on the 30th day of November 2018 at 4:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

\_\_\_\_\_  
Sara L. White, TRMC, City Clerk

Date of Publication: Saturday, December 1, 2018

3002428108-01

## NOTICE OF PUBLIC HEARING

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The City of Round Rock is required by the U.S. Department of Housing and Urban Development to make an annual performance plan available to the public for examination and comment for a period of at least fifteen days. The 2017-2018 CAPER will be available from December 6, 2018 through December 24, 2018 at 5 p.m. for public review in the Office of Community Development, 221 East Main Street, Round Rock, TX, and on the City of Round Rock Website at: [www.roundrocktexas.gov](http://www.roundrocktexas.gov).

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Sara L. White, TRMC, City Clerk

Date of Publication: Saturday, December 1, 2018

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### CERTIFICACIÓN DE REGISTRO

*Certifico que este aviso de audiencia pública fue publicado este día 30 de noviembre a 5:00 como se requiere por ley de acuerdo con la sección 551.043 del código de gobierno de Texas.*



Sara L. White, TRMC, vendedor de la ciudad

Fecha de publicación: sábado, 1 de diciembre de 2018





# City of Round Rock

## Agenda Item Summary

**Agenda Number: F.1**

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**Title:** Consider approval of the minutes for the December 6, 2018 City Council meeting.

**Type:** Minutes

**Governing Body:** City Council

**Agenda Date:** 12/20/2018

**Dept Director:** Sara White, City Clerk

**Cost:**

**Indexes:**

**Attachments:** 120618 Draft Minutes

**Department:** City Clerk's Office

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**Text of Legislative File 2018-6221**



# City of Round Rock

## Meeting Minutes - Draft City Council

Thursday, December 6, 2018

### CALL MEETING TO ORDER

*The Round Rock City Council met in regular session on December 6, 2018 in the City Council chambers at 221 E. Main Street. Mayor Morgan called the meeting to order at 6:03 pm.*

### ROLL CALL

<b>Present:</b>	7 - Mayor Craig Morgan Councilmember Tammy Young Councilmember Rene Flores Councilmember Matthew Baker Councilmember Will Peckham Councilmember Hilda Montgomery Mayor Pro-Tem Writ Baese
<b>Absent:</b>	0

### PLEDGES OF ALLEGIANCE

*Mayor Morgan and Boy Scouts from Troop 27, led the following Pledges of Allegiance:  
United States and Texas*

Mayor Morgan went out of the order of the agenda to consider the following items:

### PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

- |            |                                  |  |
|------------|----------------------------------|--|
| <b>E.1</b> | <a href="#"><u>2018-6190</u></a> | Consider a presentation from the Innovation team regarding the City's annual "Rock Award."<br><br><b>Preston Kessinger, GIS Analyst, made the presentation of the Rock award for innovation to the Pop-Up Play Date group members.</b> |
| <b>E.2</b> | <a href="#"><u>2018-6191</u></a> | Consider a presentation regarding the fall 2018 UniverCity graduating class.<br><br><b>Katie Price, Neighborhood Services Coordinator, made the presentation.</b>  |

**CITIZEN COMMUNICATION**

*Richard Parson, 2301 Windrift Way spoke to the City Council regarding an upcoming concert and the need for a performing arts center in the City.*

*Bella Grace Bergan, 711 Rolling Oak Drive, spoke to the City Council in support of the proposed amendments to the animal control ordinance.*

*Kimerly Bergan, 711 Rolling Oak Drive spoke to the City Council in support of the proposed amendments to the animal control ordinance.*

*Rachel Yarger, 1905 Deepwood Drive, spoke in support of the proposed amendments to the animal control ordinance.*

*Kimber Marshall, 1309 East Tree Valley Drive, spoke in support of the proposed amendments to the animal control ordinance.*

*Michelle Hensley, 2533 Tandi Trail, spoke in favor of the amendments to the animal control ordinance.*

*Margaret Morin, 3928 Harvey Pennick Drive, spoke in favor of the amendments to the animal control ordinance.*

*Lisa Adams, 702 E. Main Street, spoke regarding noise downtown and asked for it to be monitored more.*

*Greg Kirwin, Sunset Drive, spoke regarding the proposed ordinance to extend drinking hours and his issue with noise downtown.*

*Gordon Perez, spoke regarding the proposed ordinance to extend the drinking hours and the noise from downtown.*

*Camilia Johnson, spoke regarding the sound downtown during the week.*

*Michelle Ly, 1602 Scenic Loop, spoke in favor of the ordinance extending the drinking hours.*

*Cathey Carter, 606 Pecan Ave, spoke regarding noise downtown.*

**ORDINANCES:****I.1     [2018-6161](#)**

Consider an ordinance amending Chapter 48, Code of Ordinances (2018 Edition), to adopt extended hours for the sale of alcoholic beverages. (First Reading)\*

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

**Aye:** 6 - Mayor Morgan  
Councilmember Young  
Councilmember Flores  
Councilmember Baker  
Councilmember Peckham  
Mayor Pro-Tem Baese

**Nay:** 1 - Councilmember Montgomery

**Absent:** 0

**A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Peckham, to dispense with the second reading and adopt the Ordinance. The motion failed by the following vote and a second reading will be held on December 20th:**

**Aye:** 6 - Mayor Morgan  
Councilmember Young  
Councilmember Flores  
Councilmember Baker  
Councilmember Peckham  
Mayor Pro-Tem Baese

**Nay:** 1 - Councilmember Montgomery

**Absent:** 0

**I.2**     [2018-6037](#)

Consider an ordinance amending Chapter 8, Code of Ordinances (2018 Edition), regarding animals. (First Reading)(Requires Two Readings)

**A motion was made by Councilmember Peckham, seconded by Councilmember Young, that the first reading of this Ordinance be approved. The motion carried by the following vote with a second reading on December 20th:**

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

**Nay:** 0

**Absent:** 0

Mayor Morgan then continued with the regular order of the agenda.

**STAFF PRESENTATIONS:**

- F.1    [2018-6189](#)                      Consider a presentation and department update from General Services.
- Chad McDowell, General Services Director made the presentation to the City Council.**

**APPROVAL OF MINUTES:**

- G.1    [2018-6170](#)                      Consider the approval of the minutes for the November 20, 2018 City Council meeting.

**A motion was made by Councilmember Peckham, seconded by Mayor Pro Tem Baese, that the minutes be approved. The motion carried by the following vote:**

<b>Present:</b>	7 - Mayor Craig Morgan Councilmember Tammy Young Councilmember Rene Flores Councilmember Matthew Baker Councilmember Will Peckham Councilmember Hilda Montgomery Mayor Pro-Tem Writ Baese
<b>Absent:</b>	0

**RESOLUTIONS:**

- H.1    [2018-6142](#)                      Consider a resolution authorizing the Mayor to execute a resolution in support of an application by Trinity Place Senior Housing to the Texas Department of Housing and Community Affairs for funding to rehabilitate the Trinity Place Apartments.

*Brad Wiseman, Planning and Development Services Director, made the staff*

**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

**H.2**    [2018-6152](#)

Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Farid Agahi to purchase right-of-way for the Kenney Fort Boulevard construction Project (Parcel 10).

*Gary Hudder, Transportation 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

**H.3**    [2018-6157](#)

Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 3 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 Mayor Pro-Tem Baese, 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

**H.4**    [2018-6160](#)

Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 4 with Cash Construction for the Southwest Downtown District Infrastructure Improvements Phase 5B Project.

*Gary Hudder, Transportation Director made the staff presentation.*

**A motion was made by Councilmember Flores, 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

**H.5**    [2018-6154](#)

Consider a resolution setting the date, time, and place for a Public Hearing to consider the Round Rock Land Use Assumptions and Capital Improvements Plan Related to Roadway Impact Fees.

*Gary Hudder, Transportation Director, made the staff presentation.*

**A motion was made by Councilmember Young, 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

**H.6**    [2018-6150](#)

Consider a resolution accepting the City's Quarterly Financial and Investment Report for the quarter ended September 30, 2018.

*Susan Morgan, CFO, 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

**H.7**    [2018-6153](#)

Consider a resolution approving an updated investment policy and strategy for the investment of City funds.

*Susan Morgan, CFO, made the staff presentation.*

**A motion was made by Councilmember Peckham, 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

**H.8**    [2018-6162](#)

Consider a resolution authorizing the Mayor to execute a Master Interlocal Participation Agreement for the GoodBuy Purchasing Cooperative.

*Susan Morgan, CFO, 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

**H.9**    [2018-6156](#)

Consider a presentation regarding, and a resolution approving the Capital Improvement Plan Progress Semi-Annual Report from the Capital Improvements Advisory Committee.

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

**A motion was made by Councilmember Peckham, 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

**H.10** [2018-6159](#)

Consider a resolution authorizing the Mayor to execute a Contract with Santa Clara Construction, Ltd. for the DB Wood & SH 29 Raw Water Line Relocation Project.

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

**A motion was made by Councilmember Baker, seconded by Mayor Pro-Tem Baese, 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

**H.11** [2018-6167](#)

Consider a resolution authorizing the Brushy Creek Regional Utility Authority (BCRUA) to approve an Engineering Services Contract with Walker Partners/Freese Nichols Joint Venture for the Phase 2 Deep Water Intake Final Design 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

**H.12** [2018-6168](#)

Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with the Upper Brushy Creek Water Control and Improvement District regarding the Dam 101 Project.

*Michael Thane, Utilities and Environmental Services 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

**H.13** [2018-6163](#)

Consider a resolution authorizing the City Manager to issue a Purchase Order to Anderson Machinery Company for the purchase of one (1) Bomag Double Drum Roller for the Transportation Department.

*Chad McDowell, General 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

**H.14** [2018-6164](#)

Consider a resolution authorizing the City Manager to issue a Purchase Order to Freightliner of Austin for the purchase of one (1) Freightliner vehicle for the Transportation Department.

*Chad McDowell, General Services 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

**H.15** [2018-6165](#)

Consider a resolution authorizing the City Manager to issue a Purchase Order to Texas Outdoor Power for the purchase of seven (7) mowers.

*Chad McDowell, General Services Director made the staff presentation.*

**A motion was made by Councilmember Baker, 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

**H.16** [2018-6166](#)

Consider a resolution authorizing the Mayor to execute an Agreement with AVL Elevator dba Oracle Elevator Company for elevator maintenance and repair services.

*Chad McDowell, General Services 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

**APPOINTMENTS:****J.1**    [2018-6169](#)

Consider the appointment of one (1) Primary representative and one (1) Alternate representative to the Capital Metropolitan Planning Organization (CAMPO) Technical Advisory Committee.

**A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Flores, to approve the appointment of Gary Hudder as the primary representative and Gerald Pohlmeier as the alternate representative to CAMPO Technical Advisory Committee. 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:****L.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 8:17 p.m. and adjourned it at 9:30 p.m.*

*The City Council then reconvened to regular session with no action taken.*

**ADJOURNMENT**

*There being no further business, Mayor Morgan adjourned the meeting at 9:32 pm.*

*Respectfully Submitted,*

*Sara L. White, City Clerk*



# City of Round Rock

## Agenda Item Summary

**Agenda Number: F.2**

---

**Title:** Consider a resolution authorizing the City Manager to issue a purchase order to John Deere Construction Retail Sales for three (3) backhoe loaders.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 12/20/2018

**Dept Director:** Chad McDowell, General Services Director

**Cost:** \$296,642.57

**Indexes:** Utility Fund; Drainage Fund

**Attachments:** Resolution, Quote, Form 1295

**Department:** General Services Department

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### **Text of Legislative File 2018-6199**

These three backhoes are replacements for current ones and this purchase is on the authorized purchased list approved by the Council earlier in the year. One is for Drainage, it will be replacing asset 060234. It has 1714 hours on it and is 13 years old. We have spent \$49,466 dollars on this unit in the past 10 years. Which is about half the cost of a new unit.

The second one is for the Utility Department, It is replacing 972509. This unit has 3452 hours on it and is 22 years old. We have spent \$33,877 dollars on this unit for about a third of the cost of a new one.

The third unit is also for the Utility Department. It show 950 hours but the hour meter has been replaced and we do know the exact hours. It is also 22 years old and we have spent \$31,244 dollars on this unit in the past 10 year also about a third the cost of a new one.

As these units get old they become harder to find parts for. We have found that once a unit get to be over ten years of age the parts become more difficult to find. All of these units are over ten years old and the cost of repairs is starting to increase.

**Cost:** \$296,642.57

**Source of Funds:** *Utility Fund and Drainage Fund*

**RESOLUTION NO. R-2018-6199**

**WHEREAS**, the City of Round Rock (“City”) desires to purchase three (3) backhoe loaders;  
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 three (3) backhoe loaders in the amount of \$296,642.57.

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 December, 2018.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

SARA L. WHITE, City Clerk

Reg # 190160, Authorized Purchases List Item # A609 (Qty 1)



**JOHN DEERE**

## 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:**

1123107

**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

410L/4WD/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	Cash Price
1	TBD	0	New 2018 JOHN DEERE 410L Freight In FACTORY FREIGHT Freight Out DELIVERY Prep / Reconditioning PDI Other Hyd couplers installed Customer Discount SOURCEWELL DISCOUNT 44% OFF OF LIST Warranty -John Deere Comprehensive-36 Months, 3000 Hours,Deductible: 200	\$177,481.00 \$2,350.00 \$450.00 \$1,250.00 \$255.00 (\$78,091.64) \$1,919.00
Equipment Subtotal:				\$105,613.36

### Purchase Order Totals

Balance:	\$105,613.36
Tax Rate 3: (TXEG 0%)	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$105,613.36
Cash with Order:	\$0.00
Balance Due:	\$105,613.36

**Equipment Options**

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2018 JOHN DEERE 410L	0AB0T 410L BACKHOE LOADER 1065 ENGINE FT4 170C JD LINK 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 5860 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 9505 MFWD FULL GUARD



Ref # 190160, Authorized Purchaser List, Item # A71 (q1y1)



**JOHN DEERE**

## 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: 1123067  
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 # 98079

UTILITIES 410L/2WD/AUX HYDS/O ROPS OPEN CANOPY/EXT BOOM/W-R TYPE COUPLER AND BKT/FULL LIGHTING

### 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 Hyd couplers Installed Customer Discount SOURCEWELL DISCOUNT 44% OFF OF LIST Warranty -John Deere Comprehensive-36 Months, 3000 Hours,Deductible: 200	\$154,303.01 \$2,350.00 \$450.00 \$1,250.00 \$255.00 (\$67,893.32) \$1,919.00
Equipment Subtotal:				\$92,633.69

### Purchase Order Totals

Balance:	\$92,633.69
Tax Rate 3: (TXEG 0%)	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$92,633.69
Cash with Order:	\$0.00
Balance Due:	\$92,633.69

**Equipment Options**

<b>Qty</b>	<b>Serial Number</b>	<b>Year / Make / Model</b>	<b>Description</b>
1	TBD	2018 JOHN DEERE 410L	0AB0T 410L BACKHOE LOADER 1065 ENGINE FT4 170C JDLINK 5YR TEMP LICENSE 50HR 2015 CANOPY 2401 DECAL ENG W/ENG PACKET 3035 AXLE 2WD FRONT 4444 TIRE GAL 21L24 1205/80-18 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

Reg#190160, Authorized Purchases List Item #A72 (Qty 1)



**JOHN DEERE**

## 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 Data:**

Pricing Valid Until:

10/1/2018

Deal Number:

10/31/2018

Customer Account#:

1123043

Sales Professional:

5567005

Phone:

Tim Schuelke

Fax:

(512) 272-4141

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

UTILITIES 410L/4WD/AUX HYDS/O ROPS OPEN CANOPY/EXT BOOM/WAIN ROY TYPE COUPLER AND BUCKET/FULL LIGHTING

### Equipment Information

Quantity	Serial Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD	0	New 2018 JOHN DEERE 410L Other aux hyd couplers Freight In FACTORY FREIGHT Freight Out DELIVERY Prep / Reconditioning PDI Customer Discount SOURCEWELL DISCOUNT 44% OFF LIST Warranty -John Deere Comprehensive-36 Months, 3000 Hours,Deductible: 200	\$164,592.00 \$255.00 \$2,350.00 \$450.00 \$1,250.00 (\$72,420.48) \$1,919.00
Equipment Subtotal:				\$98,395.52

### Purchase Order Totals

Balance:	\$98,395.52
Tax Rate 3: (TXEG 0%)	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$98,395.52
Cash with Order:	\$0.00
Balance Due:	\$98,395.52

**Equipment Options**

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2018 JOHN DEERE 410L	0AB0T 410L BACKHOE LOADER 1065 ENGINE FT4 170C JDLINK 5YR TEMP LICENSE 50HR 2015 CANOPY 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 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 9505 MFWD FULL GUARD

AUTHORIZED PURCHASES LIST  
FY 2018/19 Master Capital List  
Mobile Equipment/Vehicles

Items over \$50,000 - \$199,999 will be approved by the City Manager and will not return to Council unless a contract requiring the Mayor's signature is needed  
Line Items less than \$50,000 are considered approved for purchase and will not return to Council  
All City of Round Rock Purchasing Policies apply

Item #	Acct Number	Department	Mobile Equipment/Vehide Purchase	Mobile Equipment/Vehide Replaced	Amount	Status (i.e., note complete)	Req#	PO #	Comments	Budget	Encumbered (currently a PO or contract amt)	Actual (means amount actually paid; shifts from encumbered to actual)	Remaining	% Spent
A69	86027008-6112	Drainage- Operations	410L/430F	John Deere	\$ 130,000	In progress	190160			\$ 130,000	\$ 105,613.36		\$ 24,386.64	81.20%
A71	20041203-6112	Utilities- Water Line Maintenance	410L/430F	John Deere	\$ 130,000	In progress	190160			\$ 130,000	\$ 92,633.69		\$ 37,366.31	71.30%
A72	20041203-6112	Utilities- Wastewater Line Maintenance	410L/430F	John Deere	\$ 130,000	In progress	190160			\$ 130,000	\$ 98,395.52		\$ 31,604.48	75.70%



## John Deere

### Full Size & Compact Construction Equipment

#032515-JDC

Maturity Date: 05/19/2019

#### Products & Services

#### Contract Documents

#### Pricing

#### Contact Information

### Products & Services

Sourcewell contract 032515-JDC gives access to the following types of goods and services:

- Articulated Dump Trucks
- Backhoes
- Compact Excavators
- Compact Track Loaders
- Compact Wheel Loaders
- Crawler Loaders
- Dozers
- Excavators

<https://www.sourcewell-mn.gov/cooperative-purchasing/032515-jdc>

032515-JDC | Sourcewell

- Motor Graders
- Tractor Loaders
- Skid Steers
- Wheel Loaders

<https://www.sourcewell-mn.gov/cooperative-purchasing/032515-jdc>

## Become a Member

Simply complete the online application or contact the Membership Team at [membership@sourcewell-mn.gov](mailto:membership@sourcewell-mn.gov) or 877-585-9706.

## Search Vendors & Contracts

[General Contracts](#)

[ezIQC Contracts](#)

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<https://www.sourcewell-mn.gov/cooperative-purchasing/032515-jdc>





## **National Joint Powers Alliance® (herein NJPA)**

### **REQUEST FOR PROPOSAL (herein RFP)**

for the procurement of

#### **HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES**

#### **RFP Opening**

**MARCH 26, 2015**

**8:00 a.m. Central Time**

**At the offices of the**

**National Joint Powers Alliance®**

**202 12<sup>th</sup> Street Northeast, Staples, MN 56479**

#### **RFP #032515**

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of # 032515 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES. Details of this RFP are available beginning JANUARY 23, 2015. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at [RFP@njpacoop.org](mailto:RFP@njpacoop.org). Proposals will be received until MARCH 25, 2015 at 4:30 p.m. Central Time at the above address and opened MARCH 26, 2015 at 8:00 a.m. Central Time.

**JANUARY 23, 2015**

**Publication of RFP in the print and online version of the Minneapolis**

**, in the print and online version of the**

**online version of the within the State of Illinois**

**and online version of the within the State of**

**Oregon (note: OR entities this pertains to:**

**<http://www.njpacoop.org/oregon-advertising>), in the print and online**

**version of within the State of South Carolina**

**MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.**

**MARCH 4, 2015**

**10:00 a.m. Central Time**

**Pre-Proposal Conference (the webcast/conference call. The**

**connection information will be sent to all inquirers two business days before the conference).**

**MARCH 18, 2015**

**Deadline for RFP questions.**

**MARCH 25, 2015**

**4:30 p.m. Central Time**

**Deadline for Submission of Proposals. Late responses will be returned unopened.**

**MARCH 26, 2015**

**8:00 a.m. Central Time**

**Public Opening of Proposals.**

## TABLE OF CONTENTS

<ul style="list-style-type: none"> <li>1. DEFINITIONS <ul style="list-style-type: none"> <li>A. Contract</li> <li>B. Currency</li> <li>C. Exclusive Vendor</li> <li>D. FOB</li> <li>E. Hub Partner</li> <li>F. Proposer</li> <li>G. Request for Proposal</li> <li>H. Sourced Goods</li> <li>I. Time</li> <li>J. Total Cost of Acquisition</li> <li>K. Vendor</li> </ul> </li> <li>2. ADVERTISEMENT OF RFP</li> <li>3. INTRODUCTION <ul style="list-style-type: none"> <li>A. About NJPA</li> <li>B. Joint Exercise of Powers Laws</li> <li>C. Why Respond to a National Cooperative Procurement Contract</li> <li>D. The Intent of This RFP</li> <li>E. Scope of This RFP</li> <li>F. Expectations for Equipment/Products and Services Being Proposed</li> <li>G. Solutions Based Solicitation</li> </ul> </li> <li>4. INSTRUCTIONS FOR PREPARING YOUR PROPOSAL <ul style="list-style-type: none"> <li>A. Inquiry Period</li> <li>B. Pre-Proposal Conference</li> <li>C. Identification of Key Personnel</li> <li>D. Proposer's Exceptions to Terms and Conditions</li> <li>E. Proposal Format</li> <li>F. Questions &amp; Answers About This RFP</li> <li>G. Modification or Withdrawal of a Submitted Proposal</li> <li>H. Proposal Opening Procedure</li> <li>I. NJPA's Rights Reserved</li> </ul> </li> <li>5. PRICING <ul style="list-style-type: none"> <li>A. Line-Item Pricing</li> <li>B. Percentage Discount From Catalog or Category</li> <li>C. Cost Plus a Percentage of Cost</li> <li>D. Hot List Pricing</li> <li>E. Ceiling Price</li> <li>F. Volume Price Discounts/ Additional Quantities</li> <li>G. Total Cost of Acquisition</li> <li>H. Sourced Equipment/Products/ Open Market Items</li> <li>I. Price and Product Changes</li> <li>J. Payment Terms</li> <li>K. Sales Tax</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>L. Shipping Requesting Pricing Changes</li> <li>6. EVALUATION OF PROPOSALS <ul style="list-style-type: none"> <li>A. Proposal Evaluation Process</li> <li>B. Proposer Responsiveness</li> <li>C. Proposal Evaluation Criteria</li> <li>D. Other Consideration</li> <li>E. Cost Comparison</li> <li>F. Marketing Plan</li> <li>G. Certificate Of Insurance</li> <li>H. Order Process and/or Funds Flow</li> <li>I. Administrative Fees</li> <li>J. Value Added</li> <li>K. Waiver of Formalities</li> </ul> </li> <li>7. POST AWARD OPERATING ISSUES <ul style="list-style-type: none"> <li>A. Subsequent Agreements</li> <li>B. NJPA Member Sign-up Procedure</li> <li>C. Reporting of Sales Activity</li> <li>D. Audits</li> <li>E. Hub Partner</li> <li>F. Trade-Ins</li> <li>G. Out of Stock Notification</li> <li>H. Termination of a Contract resulting from this RFP</li> </ul> </li> <li>8. GENERAL TERMS AND CONDITIONS <ul style="list-style-type: none"> <li>A. Advertising a Contract Resulting From This RFP</li> <li>B. Applicable Law</li> <li>C. Assignment of Contract</li> <li>D. List of Proposers</li> <li>E. Captions, Headings, and Illustrations</li> <li>F. Data Practices</li> <li>G. Entire Agreement</li> <li>H. Force Majeure</li> <li>I. Gratuities</li> <li>J. Hazardous Substances</li> <li>K. Licenses</li> <li>L. Material Suppliers and Sub-Contractors</li> <li>M. Non-Wavier of Rights</li> <li>N. Protests of Awards Made</li> <li>O. Suspension or Disbarment Status</li> <li>P. Affirmative Action and Immigration Status Certification</li> <li>Q. Severability</li> <li>R. Relationship of Parties</li> </ul> </li> <li>9. FORMS</li> <li>10. PRE-SUBMISSION CHECKLIST</li> <li>11. PRICE &amp; PRODUCT CHANGE REQUEST FORM</li> <li>12. APPENDIX A</li> </ul>
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## **1 DEFINITIONS**

### **A. CONTRACT**

“Contract” as used herein shall consist of: this RFP, pricing, fully executed forms C, D, F & P from the Proposer’s response pursuant to this RFP, and a fully executed form E (“Acceptance and Award”) with final terms and conditions. Form E will be executed on or after award and will provide final clarification of terms and conditions of the award.

### **B. CURRENCY**

All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

### **C. EXCLUSIVE VENDOR**

A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members nationally. A Proposer that exhibits and demonstrates the ability to offer and execute an outstanding overall program, demonstrates the ability and willingness to serve NJPA current and qualifying Members in all 50 states and comply with all other requirements of this RFP, is preferred.

### **D. FOB**

FOB stands for “Freight On Board” and defines the point at which responsibility for loss and damage of product/equipment purchased is transferred from Seller to Buyer. “FOB Destination” defines that transfer of responsibility for loss is transferred from Seller to Buyer at the Buyer’s designated delivery point. FOB does not identify who is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

### **E. HUB PARTNER**

An organization that a member requests to be served through with an Awarded Vendor for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction.

### **F. PROPOSER**

A company, person, or entity delivering a timely response to this RFP.

### **G. REQUEST FOR PROPOSAL**

Herein referred to as RFP.

### **H. SOURCED GOODS**

A Sourced Good or Open Market Item is a product within the RFP’s scope - generally deemed incidental to the total transaction or purchase of contract items - which a member wants to buy under contract from an Awarded Vendor that is not currently available under the Vendor’s NJPA contract.

### **I. TIME**

Periods of time, stated as number of days, shall be in calendar days.

### **J. TOTAL COST OF ACQUISITION**

The Total Cost of Acquisition for the equipment/products and related services being proposed is the cost of the proposed equipment/products and related services delivered and operational for its intended purpose in the end-user’s location.

### **K. VENDOR**

A Proposer whose response has been awarded a contract pursuant to this RFP.

## 2 ADVERTISEMENT OF RFP

**2.1** NJPA shall advertise this solicitation: 1) for two consecutive weeks in both the hard copy print and on-line editions of the MINNEAPOLIS STAR TRIBUNE; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; 4) in the hard copy print and online editions of the USA Today; and 5) on other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia, PublicPurchase.com, MERX and Biddingo.

**2.2** NJPA also notifies and provides solicitation documentation to each State level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

## 3 INTRODUCTION

### A. ABOUT NJPA

**3.1** The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

**3.2** Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive bidding and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at [www.njpacoop.org](http://www.njpacoop.org).

**3.3** NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts for the benefit of its own and its Members use.

**3.3.1 Subject to Approval of the NJPA Board:** NJPA contracts are awarded by the action of NJPA Board of Directors. This action is based on the open and competitive bidding process facilitated by NJPA. The evaluation and resulting recommendation is presented to the Board of Directors by the NJPA Proposal Evaluation Committee.

**3.4** NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

### B. JOINT EXERCISE OF POWERS LAWS

**3.5** NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other States and Canadian Provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally have the ability to participate in cooperative purchasing activities as a result of specific laws of their own state. These laws can be found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

## C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

**3.6** National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

**3.6.1** National cooperative contracts potentially save the time and effort of Municipal and Public Agencies who would have been otherwise charged with soliciting vendor responses to individual RFP's, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

**3.6.2** NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

**3.7** State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

**3.8** The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

**3.9** NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

## D. THE INTENT OF THIS RFP

**3.10. National contract awarded by the NJPA Board of Directors:** NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee reviews and recommends vendors for to award a national contract by the action of the NJPA Board of Directors. NJPA's primary intent is to establish and provide a national cooperative procurement contract which offer opportunities for NJPA and our Member agencies to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

**3.11** Beyond our primary intent, NJPA further desires to:

**3.11.1** Award a four year term contract with a fifth year contract option resulting from this RFP;

**3.11.2** Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP

**3.11.3** Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";

**3.11.4** Deliver wide spectrums of solutions to meet the needs and requirement of NJPA and NJPA Member agencies.

**3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies

**3.12 Exclusive or Multiple Awards:** Based on the goals and scope of this RFP, NJPA is requesting responders to demonstrate their ability to serve the needs of NJPA's national membership. It is NJPA's intent and desire to award a contract to a single exclusive Vendor to serve our membership's needs. To meet the goals of this RFP, NJPA reserves the right to award a Contract to multiple Proposers where the result justifies a multiple award and multiple contracts are deemed to be in the best interests of NJPA Member agencies.

**3.13 Non-Manufacturer Awards:** NJPA reserves the right to make an award related to this invitation to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

**3.14 Manufacturer as a Proposer:** If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer's authorized Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

**3.15 Dealer/Re-seller as a Proposer:** If the Proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. Where appropriate, Proposers must document their authority to offer those products and/or services.

#### E. SCOPE OF THIS RFP

**3.16 Scope:** The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES .

**3.17 Additional Scope Definitions:** For purposes of the scope of this solicitation:

**3.17.1** In addition to HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES, this solicitation should be read to include, but not to be limited to:

**3.17.1.1** Wheel or track loaders, motor graders, excavators, bull dozers, compactors, scrapers, vocational trucks, articulated trucks, cranes, paving machines, screeds, pavement milling machines, and rollers.

**3.17.2** NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

**3.17.2.1** Respondents must meet at least ONE of the following three requirements (A through C) to be considered within the scope of this solicitation.

A) The response must include at least one of EACH of the following: a wheeled or track loader with published net horsepower in excess of 300 H.P., an excavator with published operating weight in excess of 60,000 lbs., or a motor grader with published operating weight in excess of 35,000 lbs.

B) The response must include at least one crane with a published maximum lifting capacity exceeding 300 tons and a published maximum boom length exceeding 150 feet.

C) The response must include at least one of EACH of the following: a paver, a pavement milling machine, or a screed.

For purposes of this Section 3.17.2.1, the term “published” means that the information is readily available through the respondent’s printed literature or website and that the respondent has verified the accuracy the information.

**3.18** **Overlap of Scope:** When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a “Scope of Proposal,” please consider the validity of an inverse statement.

**3.18.1** For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

**3.18.2** In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

**3.18.3** In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original “Scope” as intended by NJPA.

**3.19** **Best and Most Responsive – Responsible Proposer:** It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer’s Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

**3.20** **Sealed Proposals:** NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

**3.21** **Use of Contract:** Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to

obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

**3.22 Awarded Vendor's interest in a contract resulting from this RFP:** Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

**3.23 Sole Source of Responsibility-** NJPA desires a "Sole Source of Responsibility" Vendor. This means the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

**3.23.1 Scope of Equipment/Products/Services:** NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

**3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services:** NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

**3.24.1** Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

**3.24.1.1 Equipment/Products Only Solution:** Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

**3.24.1.2 Turn-Key Solutions:** A Turn-Key Solution is a combination of equipment/products and services which provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

**3.24.1.3 Good, Better, Best:** Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Members' needs.

**3.24.1.4 Proven – Accepted – Leading Edge Technology:** Where appropriate and properly identified, Proposers are invited to provide an appropriate identified spectrum of technology solutions to compliment or enhance the functionality of the proposed solutions to NJPA and NJPA Members' needs both now and into the future.

**3.24.2** If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.



**3.25 Geographic Area to be Proposed:** This RFP invites proposals to provide HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

**3.26 Contract Term:** At NJPA's option a contract resulting from this RFP will become effective either the date awarded by the NJPA Board of Directors or the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

**3.26.1** NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

**3.27 Minimum Contract Value:** NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

**3.28 Estimated Contract Volume:** Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Member agencies nationally.

**3.29 Contract Availability:** This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

**3.30 Proposer's Commitment Period:** In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

## F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

**3.31 Industry Standards:** Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

**3.31.1 Deviations from industry standards** must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

**3.31.2 Technical Descriptions/Specifications.** Excessive technical descriptions and specifications which, in the opinion of NJPA unduly enlarge the proposal response may reduce evaluation points awarded on Form G. Proposers must supply sufficient information to:

**3.31.2.1** demonstrate the Proposer's knowledge of industry standards;

**3.31.2.2** identify the equipment/products and services being proposed; and

**3.31.2.3** differentiate equipment/products and services from others.

**3.32 New Current Model Equipment/Products:** Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

**3.33 Compliance with laws and standards:** All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

**3.34 Delivered and operational:** Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in the "Total Cost of Acquisition" section of your proposal response.

**3.35 Warranty:** The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

**3.36 Additional Warrants:** The Proposer warrants all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

#### G. SOLUTIONS BASED SOLICITATION

**3.37** NJPA solicitations and contract process will not offer specific specifications for proposers to meet or base your response on. This RFP is a "Solutions Based Solicitation." This means the proposers are asked to understand and anticipate the current and future needs of NJPA and the nationally located NJPA membership base, within the scope of this RFP, and including specifications commonly desired or required by law or industry standards. Your proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

**3.38** NJPA does not typically provide product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested product/equipment and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer's "Solution" to NJPA and NJPA Members' needs.

#### 4 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

##### A. INQUIRY PERIOD

**4.1** The inquiry period shall begin at the date of first advertisement and continue to the "Deadline for Requests." RFP packages shall be distributed to Potential Bidders during the inquiry period. The purpose for the defined "Inquiry Period" is to ensure proposers have enough time to complete and deliver the proposal to our office.

##### B. PRE-PROPOSAL CONFERENCE

**4.2** A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP and hear answers to their own questions and the questions of other Potential Proposers. Only answers issued in writing by NJPA to questions asked before or during the Pre-proposal Conference shall be considered binding.

#### C. IDENTIFICATION OF KEY PERSONNEL

**4.3** Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

**4.4** Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

#### D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

**4.5** Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

**4.6** Exceptions, deviations or contingencies stipulated in Proposer's Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

#### E. PROPOSAL FORMAT

**4.7** It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the deadline for submission of proposals.

**4.8** All proposals must be properly labeled and sent to "The National Joint Powers Alliance®, 202 12th ST NE Staples, MN 56479."

**4.9 Format for proposal response:** All proposals must be physically delivered to NJPA at the above address in the following form and with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response:

**4.9.1** Hard copy original signed, completed, and dated forms C, D, F and hard copy signed signature page only from forms A and P from this RFP;

**4.9.2** Hard copies of all addenda issued for the RFP with original counter signed by the Proposer;

**4.9.3** Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

**4.9.4** A complete copy of your response on a CD (Compact Disc) or flash drive. The copy shall contain completed Forms A, B, C, D, F & P, your statement of products and pricing (including apparent discount) together with all appropriate attachments. Everything you send with your hard copy should also be included in the electronic copy. As a public agency, NJPA proposals, responses and awarded contracts are a matter of public record, except for that data included in the proposals, responses and awarded contracts that is classified as nonpublic; thus, pursuant to statute, NJPA policies and RFP terms and conditions, all documentation, except for that data which is nonpublic is available for review by the public through a public records request. If you wish to request that

certain information that falls within Minnesota Statute §13.37 be redacted, such request must be made within thirty-days of award/non-award.

**4.10** All Proposal forms must be submitted in English and be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

**4.11** Proposal submissions should be submitted using the electronic forms provided. If a Proposer chooses to use alternative documents for their response, the Proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

**4.12** It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals.

**4.12.1** Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message “**Hold for Proposal Opening**”, and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

**4.13** Corrections, erasures, and interlineations on a Proposer’s Response must be initialed by the authorized signer in original ink on all copies to be considered.

**4.14** Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

**4.14.1** Proposer’s are responsible for checking directly with the NJPA website for addendums to this RFP.

**4.14.2** Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

## F. QUESTIONS AND ANSWERS ABOUT THIS RFP

**4.15** Upon examination of this RFP document, Proposer shall promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP will be made by NJPA through addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

**4.16** Submit all questions about this RFP, in writing, referencing HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES to Jonathan Yahn, NJPA 202 12th Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Jonathan Yahn at (218) 895-4144. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Jonathan Yahn. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7<sup>th</sup>) calendar day prior to proposal due-date cannot be answered; however, communications permitted include: NJPA issued addenda or potential Vendor withdrawal of their response prior to RFP submission deadline.

**4.17** If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

**4.18** If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other potential proposers or the RFP itself, no further documentation of that question is required.

**4.19** As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

**4.20** Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at [www.njpacoop.org](http://www.njpacoop.org) by clicking on "Current and Pending Solicitations" and from the NJPA offices. No questions will be accepted by NJPA later than seven (7) days prior to the deadline for receipt of proposals, except Each Potential Proposer shall ascertain prior to submitting a Proposal that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

**4.21** An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the time specified for opening of all proposals.

#### G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

**4.22** A submitted proposal may not be modified, withdrawn or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Prior to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. Such notice shall be submitted in writing and include the signature of the Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

**4.23 Examples of Value Added Attributes:** Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions. The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal.

**4.24** Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of **HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES** and advances to provide equipment/products/services or supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products/services and training. Value added could include areas of equipment, product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

**4.25 Minority, Small Business, and Women Business Enterprise (WMBE) participation:** It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase equipment/products and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

**4.26 Environmentally Preferred Purchasing Opportunities:** There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. "Green" characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any Green characteristics of the equipment/products and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as "green" and by which certifying agency.

**4.27 On-Line Requisitioning systems:** When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

**4.28 Financing:** The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

#### H. PROPOSAL OPENING PROCEDURE

**4.29** Sealed and properly identified Proposer's Responses for this RFP entitled **HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES** will be received by Jonathan Yahn, Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline for receipt of, and proposal opening identified on page one of this RFP. **We document the receipt by using an atomic clock; an NJPA employee electronically time and date stamps all Proposals immediately upon receipt.** The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Evaluation Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Jonathan Yahn 202 12th Street Northeast Staples, MN 56479 or [RFP@njpacoop.org](mailto:RFP@njpacoop.org) to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify **HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES**. To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

#### I. NJPA'S RIGHTS RESERVED

**4.30.1** Reject any and all Proposals received in response to this RFP;

**4.30.2** Disqualify any Proposer whose conduct or Proposal fails to conform to the requirements of this RFP;

**4.30.3** Have unlimited rights to duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;

**4.30.4** Consider a late modification of a Proposal if the Proposal itself was submitted on time and if the modifications were requested by NJPA and the modifications make the terms of the Proposal more favorable to NJPA, and accept such Proposal as modified;

**4.30.5** At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP;

**4.30.6** Extend the Contract, in increments determined by NJPA, not to exceed a total contract term of five years; and

**4.30.7** Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA.

**4.30.8** Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA should correct or amend any segment of the RFP after submission of Proposals and prior to announcement of the Awarded Vendor, all Proposers will be afforded ample opportunity to revise their Proposal to accommodate the RFP amendment and the dates for submission of revised Proposals announced at that time. NJPA will not be liable for any errors in the RFP or other responses related to the RFP.

**4.30.9** Extend proposal due dates.

## **5**

### **PRICING**

**5.1** NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of equipment/products and services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.

**5.2** RFP is an Indefinite Quantity Equipment/Products and Related Service Price and Program Request with potential national sales distribution and service. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be copied on a CD or thumb drive along with other requested information as a part of a Proposer's Response.

**5.3** Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the equipment/products and services and being supplied must always be disclosed at the time of purchase.

**5.4** All Proposers will be required to submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer OPTIONAL pricing strategies such as but not limited to "Hot List," "Sourced Product/Equipment" and "Volume Discounts," as well as financing options such as leasing. All pricing documents should include an effective date, preferably in the top right corner of the first page of each pricing document.

#### **A. LINE-ITEM PRICING**

**5.5** A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products/equipment and/or related services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products/equipment and prices are individually identified however, Proposers with a large number of products/equipment to propose may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and increase the clarity of the contract pricing format.

**5.6** All Line-Item Pricing items must be numbered, organized, sectioned, including SKU's (when applicable) and easily understood by the Evaluation Committee and members.

**5.7** Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

**5.8** The purpose for a searchable excel spreadsheet format for Line-Item Pricing is to be able to quickly find any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products/equipment and related services.

**5.9** All products/equipment and related services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

**5.10** Proposers are asked to provide both a published “List” price as well as a “Proposed Contract Price” in their pricing matrix. Published List price will be the standard “quantity of one” price currently available to government and educational customers excluding cooperative and volume discounts.

#### **B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY**

**5.11** A specific percentage discount from a Catalog or List price” defined as a published Manufacturer’s Suggested Retail Price (MSRP) for the products/equipment or related services being proposed.

**5.12** Individualized percentage discounts can be applied to any number of defined product groupings.

**5.13** A Percentage Discount from MSRP may be applied to all elements identified in MSRP including all Manufacturer Options applicable to the equipment/products or related services.

**5.14** When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current published MSRP with NJPA and must be included in their proposal and provided throughout the term of any Contract resulting from this RFP.

#### **C. COST PLUS A PERCENTAGE OF COST**

**5.15** Cost plus a percentage of cost as a primary pricing mechanism is not desirable.

#### **D. HOT LIST PRICING**

**5.16** Where applicable, a Vendor may opt to offer a specific selection of products/services, defined as Hot List pricing at greater discounts or related advantages than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Equipment/products and related services may be added or removed from the “Hot List” at any time through an NJPA Price and Product Change Form.

**5.17** Hot List program and pricing when applicable may also be used to discount and liquidate close-out and discontinued equipment/products and related services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

#### **E. CEILING PRICE**

**5.18** Proposal pricing is to be established as a ceiling price. At no time may the proposed equipment/products and related services be offered pursuant to this Contract at prices above this ceiling price without request and approval by NJPA. Contract prices may be reduced to allow for volume considerations and commitments and to meet the specific and unique needs of an NJPA Member.

**5.19** Allowable specific needs may include competitive situations, certain purchase volume commitments or the creation of custom programs based on the individual needs of NJPA Members.

#### **F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES**

**5.20** Proposers are free to offer volume commitment discounts from the contract pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.



**5.21** Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations, locations, competitively situations and provided the same manufacturer support is available to the Vendor.

**5.22** All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor's suppliers.

**5.23** The contract awarded vendor will accept orders for additional quantities at the same prices, terms and conditions, providing the NJPA Member exercises the option before a specific date, mutually agreed upon between member and contract awarded vendor at time of original purchase order. Any extension(s) of pricing beyond the specific date shall be upon mutual consent between the NJPA Member and the contract awarded vendor.

#### G. TOTAL COST OF ACQUISITION

**5.24** The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock., your proposal should identify your deviation from the "Total Cost of Acquisition" of contracted equipment/products. The Proposal should reflect that the "contract does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities." In contrast, proposed terms including all costs for product/equipment and services delivered and operational at to the end-user's location would require a disclosure of "None."

#### H. SOURCED PRODUCT/EQUIPMENT / OPEN MARKET ITEMS

**5.25** A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

**5.26** NJPA or NJPA Members may request product/equipment and/or related services that are within the related scope of this RFP, which are not included in an awarded Vendor's line-item product/equipment and related service list or catalog. These items are known as Sourced Product/Equipment or Open Market Items.

**5.27** An awarded Vendor resulting from this RFP may "Source" equipment/products and related services for NJPA or an NJPA Member to the extent they:

**5.27.1** Identify all such equipment, products and services as "Sourced Products/Equipment " or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and provided to either NJPA or an NJPA Member; and

**5.27.2** Follow all applicable acquisition regulations pertaining to the purchase of such equipment, products and services, as defined by NJPA or NJPA Member receiving quotation from Vendor; and

**5.27.3** Ensure NJPA or the NJPA Member has determined the prices as quoted by the Vendor for such equipment, products and services are deemed to be fair and reasonable and are acceptable to the member/buyer; and

**5.27.4** Identify all product/equipment sourced as a part of an NJPA contract purchase with all required NJPA reporting and fees applying.

**5.28** Cost plus a percentage is an option in pricing of sourced goods.

## I. PRODUCT & PRICE CHANGES

**5.29** Requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website) and signature of an authorized Vendor employee. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager and PandP@njpacoop.org.

**5.30** NJPA's due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the "Best Interests of NJPA and NJPA Members." A signed Price and Product Change form will be returned to vendor contact via email.

**5.31** Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

**5.32** New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

**5.33** ADDITIONS. New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP. New equipment/products and related services may be added to a Contract resulting from this RFP at any time during that Contract to the extent those equipment/products and related services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new equipment/products and related services generally include new updated models of equipment/products and related services and or enhanced services previously offered which could reflect new technology and improved functionality.

**5.34** DELETIONS. New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

**5.35** PRICE CHANGES: Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

**5.35.1** *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

**5.35.2** *Price increases:* Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/product or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed.

Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases. Price increases will not exceed industry standard.

**5.36** Submit the following documentation to request a pricing change:

**5.36.1** Signed NJPA Price and Product Change Form

**5.36.2** Single Statement of Pricing Excel spreadsheet identifying all equipment/products and services being offered and their pricing. Each complete pricing list will be identified by its "Effective Date." Each successive price listing identified by its "Effective Date" will create a "Product and Price History" for the Contract. Each subsequent pricing update will be saved using the naming convention of "(Vendor Name) pricing effective XX/XX/XXXX."

**5.36.2.1** Include all equipment/products and services regardless of whether their prices have changed. By observing this convention we will:

**5.36.2.1.1** Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.

**5.36.2.1.2** Create a historical record of pricing.

**5.37** NJPA reserves the right to review additional catalogs being proposed as additions or replacements to determine if the represented products and services reflect and relate to the scope of this RFP. Each new catalog received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogs shall apply to the Contract only upon approval of the NJPA. Non-approved use of catalogs may result in termination for convenience. New price lists or catalogs found to be offering non-contract items during the Contract may be grounds for terminating the Contract for convenience.

**5.38** Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

**5.39** Proposers may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

**5.40** All equipment/products and services together with their pricing, whether changed within the request or remaining unchanged, will be stated on each "Pricing" sheet created as a result of each request for product, service, or pricing change.

**5.41** Each subsequent "Single Statement of Product and Pricing" will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP. Proposers are required to create a historical record of pricing annually by submitting updated pricing referred to as a "Single Statement of Product/Equipment and Related Services Contract Price Update". This pricing update is required at a minimum of once per contract year.

## **J. PAYMENT TERMS**

**5.42** Payment terms will be defined by the Proposer in the Proposer's Response. Proposers are encouraged to offer payment terms through P Card services if applicable.

**5.43** If applicable, identify any leasing programs available to NJPA and NJPA Members as part of your proposal. Proposers should submit an example of the lease agreement to be used and should identify:

**5.43.1** General leasing terms such as:

**5.43.1.1** The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and

**5.43.1.2** The index rate being adjusted; and

**5.43.1.3** The "Purchase Option" at lease maturity (\$1, or fair market value); and

**5.43.1.4** The available term in months of lease(s) available.

**5.43.2** Leasing company information such as:

**5.43.2.1** The name and address of the leasing company; and

**5.43.2.2** Any ownership, common ownership, or control between the Proposer and the Leasing Company.

**K. SALES TAX**

**5.44** Sales and other taxes shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

**L. SHIPPING**

**5.45** NJPA desires an attractive freight program. A shipping program for material only proposals, or sections of proposals, must be defined as a part of the cost of equipment/products. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. COD orders will be accepted if both parties agree. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order.

**5.46** Selection of a carrier for shipment or expedited shipping will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the party who requested.

**5.47** Proposers must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

**5.48** All shipping and re-stocking fees must be identified in the price program. Certain industries providing made to order product/equipment may not allow returns. Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects.

**5.49** Proposer agrees shipping errors will be at the expense of the Vendor.

**5.50** Delivery effectiveness is very important aspect of this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

**5.51** Delivered products/equipment must be properly packaged. Damaged equipment/products will not be accepted, or if the damage is not readily apparent at the time of delivery, the equipment/products shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the equipment/products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the equipment/products at the time of delivery.

**5.52** Vendor shall deliver Contract conforming products/equipment in each shipment and may not substitute products/equipment without approval from NJPA or the NJPA Member.

**5.53** NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior equipment/products which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of non-conforming equipment/products, NJPA Member will notify the Vendor as soon as possible and the Vendor will replace non-conforming equipment/products with conforming equipment/products acceptable to the NJPA member.

**5.54** Throughout the term of the Contract, Proposer agrees to pay for return shipment on equipment/products that arrives in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged equipment/products.

**5.55** Vendor may not substitute equipment/products unless agreed to by both parties.

**5.56** Unless contrary to other parts of this solicitation, if the product/equipment or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

## **6 EVALUATION OF PROPOSALS**

### **A. PROPOSAL EVALUATION PROCESS**

**6.1** The NJPA Proposal Evaluation Committee will evaluate proposals received based on a 1,000 point evaluation system. The Committee establishes both the evaluation criteria and designates the relative importance of those criteria by assigning possible scores for each category on Form G of this RFP.

**6.2** NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities. Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately only one of the factors taken into consideration in the evaluation and award.

**6.3** Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal Evaluation Committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness."

### **B. PROPOSER RESPONSIVENESS**

**6.4** All responses are evaluated for level one and level two responsiveness. If a response does not reasonably and substantially conform to all the terms and conditions in the solicitation or it requests unreasonable exceptions, it may be considered non-responsive.

**6.5** All proposals must contain answers or responses to the information requested in the proposal forms. The following items constitute the test for "Level One Responsiveness" and are determined on the proposal opening date. If these are not received, your response may be disqualified as non-responsive.

**6.6 Level One Responsiveness includes:**

- 6.6.1** received prior to the deadline for submission or it will be returned unopened;
- 6.6.2** properly addressed and identified as a sealed proposal with a specific opening date and time;
- 6.6.3** pricing document (with apparent discounts), sample certificate of liability insurance and all forms fully completed even if “not applicable” is the answer;
- 6.6.4** original signed, completed and dated RFP forms C, D, and F hard copy signed signature page Only from forms A and P from this RFP and if applicable, all counter signed addenda issued in relation to this RFP;
- 6.6.5** an electronic copy (CD or flash drive) of the entire response; and
- 6.6.6** falls within the scope as determined by the NJPAs Proposal Evaluation Committee.

**6.7** “Level Two” responsiveness is determined through the evaluation of the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance and each item may encompass multiple areas of information requested. Any questions not answered will result in a loss of points from relevant Form G criteria and may lead to non-award if too many areas are unanswered resulting in the inability for evaluation team to effectively review your response.

**C. PROPOSAL EVALUATION CRITERIA**

**6.8** Evaluation Criteria: Forms A and P includes a series of questions encompassing, but not limited to, the following categories:

- 6.8.1** Company Information & Financial Strength
- 6.8.2** Industry Requirements & Marketplace Success
- 6.8.3** Ability to Sell & Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value Added Attributes
- 6.8.7** Payment Terms & Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing & Delivery
- 6.8.11** Industry Specific Items

**6.9** Evaluation of each Proposer’s Response will take into consideration as a minimum response but not necessarily limited to these items.

**D. OTHER CONSIDERATION**

**6.10** The Proposer is required to have extensive knowledge and at least three (3) years of experience with the related activities surrounding the selling of the equipment/products and/or related services.

**6.11** NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

**6.12** If a manufacturer or supplier chooses not to produce or supply a full selection and representation of product/equipment and related services it has available which fall within the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

**6.13** NJPA reserves the right to request and test equipment/products and related services from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer's resources, personnel, and organization within three (3) days.

**6.14** Past performance information is relevant information regarding a Proposer's actions under previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer's record of conforming to specifications and standards of good workmanship. The Proposer's history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, Past Performance Information can be defined as the Proposer's businesslike concern for the interests of the NJPA Member.

**6.15** NJPA shall reserve the right to reject any or all proposals.

#### **E. COST COMPARISON**

**6.16** NJPA uses a variety of evaluation methodologies, including but not limited to a cost comparison of specific and deemed to be like equipment/products. NJPA reserves the right to use this process in the event the Proposal Evaluation Committee feels it is necessary to make a final determination.

**6.17** This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the NJPA Evaluation Committee and the unit cost will be used as a basis for determining the point value. The "Market Basket" will be selected by NJPA from all product categories as determined appropriate by NJPA.

#### **F. MARKETING PLAN**

**6.18** A key element of an NJPA awarded a contract will be based on your marketing response to this solicitation. An awarded Vendor's sales force will be the primary source of communication to the customers and NJPA members directly relating to the contract success. Success in marketing is dependent on delivery of messaging and communication relating to the contract value, knowledge of contract, proper use and the delivery of contracted equipment/products and related services to the end user. Much of the success and sales reward is a direct result of the commitment to the Contract by the vendor and sales teams. NJPA reserves the right to deem a proposer non-responsive or to not award based on an unacceptable or incomplete marketing plan

**6.19** NJPA marketing expectations include:

**6.19.1** Vendors ability to demonstrate the leveraging of a national sales force and/or dealer network. Vendors must demonstrate the ability to sell, service and deliver products and equipment through acceptable distribution channels to customers and NJPA members in all 50 states. Demonstrate fully the sales and service capabilities of your company through your response; outline Vendor's national sales force network in terms of numbers and geographic location and method of distribution of the equipment/products and related services. Service may be independent of the equipment/product sales pricing but is encouraged to be a part of your response and contract.

**6.19.2** Vendor is invited to demonstrate the ability to successfully market, promote and communicate the opportunity of an NJPA contract to current and potential members nationwide. NJPA desires a marketing plan that communicates the value of the contract to members.

**6.19.3** Vendor is expected to be receptive to NJPA sales trainings. Vendor shall provide a venue for appropriate personnel from both management and the sales force who will be trained. NJPA commits to providing contract sales training and awareness regarding all aspects of communicating the value of the contract itself including: the authority of NJPA to offer the contract to its Members, value and utility the contract delivers to NJPA Members, scope of NJPA Membership, authority of NJPA Members to utilize NJPA procurement contracts, marketing and sales methods, and overall vertical strategies.

**6.19.4** Vendor is expected to demonstrate the intent to a commit to full embracement of the NJPA contract. Identify the appropriate levels of sales management and sales force that will need to understand the value of and the internal procedures necessary, to deliver the NJPA contract solution and message to NJPA and NJPA Members. NJPA shall provide a general schedule and a variety of methods surrounding when and how those individuals will be trained.

**6.19.5** Vendor will outline their proposed involvement in the promotion of a contract resulting from this RFP through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA embraced national trade shows.

**6.19.6** Vendor must exhibit the willingness and ability to actively market and develop contract specific marketing materials including, but not limited to:

**6.19.6.1 Complete Marketing Plan.** Proposer shall submit a marketing plan outlining how the Vendor will launch the NJPA contract to current and potential NJPA Members. NJPA requires the Awarded Vendors to embrace and actively promote the Contract in cooperation with the NJPA.

**6.19.6.2 Printed Marketing Materials.** Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logo and contact information to be used in the NJPA directory and other approved marketing publications.

**6.19.6.3 Contract announcements and advertisements.** Proposer will outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals and other direct or indirect marketing activities promoting the awarded NJPA contract.

**6.19.6.4 Proposer's Website.** Proposer will identify how an Awarded Contract will be displayed and linked on the Proposer's website. An on-line shopping experience for NJPA Members is desired when applicable.

**6.19.7** An NJPA Vendor Contract Launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN.

**6.20** Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

## G. CERTIFICATE OF INSURANCE

**6.21** Vendors shall provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance or an ACCORD binder form with their proposal. Upon Award issued pursuant to



this contract and prior to the execution of any commerce relating to such award, Vendor will be responsible for providing verification, in the form of a Certificate of Insurance identifying the coverage required below and identifying NJPA as a "Certificate Holder." Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.

**6.22** Any exceptions and/or assumptions to the insurance requirements *must* be identified on *Attachment C*. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, NJPA will not consider any additional exceptions and/or assumptions during negotiations. Upon contract award, the successful vendor *must* provide the Certificate of Insurance identifying the coverage as specified.

**6.23 Insurance Liability Limits:** The awarded vendor must maintain, for the duration of its contract, \$1.5 million in General Liability insurance coverage or General Liability insurance in conjunction with an Umbrella for a total combined coverage of \$1.5 million. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

**6.23.1 Minimum Scope and Limits of Insurance:** Vendor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

**6.23.1.1 Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

**6.23.1.2 Each Occurrence**

\$1,500,000

**6.24 Insurance Requirements:** The limits listed herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. NJPA in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase additional insurance as may be determined necessary.

**6.25 Acceptability of Insurers:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an "A.M. Best" rating of not less than A- VII. NJPA in no way warrants that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

**6.26 Subcontractors:** Vendors' certificate(s) shall include all subcontractors as additional insureds under its policies or Vendor shall furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

## H. ORDER PROCESS AND/OR FUNDS FLOW

**6.27** Please propose an order process and funds flow. The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP. Administrative fees may also be used for purposes as allowed by Minnesota State Law and approved by the Board of Directors.

**6.28** Additional Terms and Conditions can be added at the PO level if both Vendor and Member agree.

## I. ADMINISTRATIVE FEES

**6.29** Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

**6.29.1** Calculated as a percentage of the dollar volume of all equipment/products and services provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction; and

**6.29.2** Included in, and not added to, the pricing included in Proposer's Response to the RFP; and

**6.29.3** Designed to offset the anticipated costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract resulting from this RFP. Administrative fees may also be used for other purposes as allowed by Minnesota law. Administrative fees may also be used for other purposes as allowed by Minnesota law.

**6.29.4** Typical administrative fees for a B-TO-G order process and funds flow is 2.0%. NJPA does not mandate a specific fee percentage, we merely state that 2% is a typical fee across our contracts. The administrative fee percent varies among vendors, industries and responses.

**6.29.5** NJPA awarded contract holder is responsible for the Administrative Fee and related reporting.

**6.30** The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer's Questionnaire Form P.

## J. VALUE ADDED

**6.31 Examples of Value Added Attributes:** Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions.

**6.32 Where to document Value Added Attributes:** The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal.

**6.33** Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES and advances to provide products/services, supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products and services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

**6.34 Minority, Small Business, and Women Business Enterprise (WMBE) participation:** It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase product/equipment and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. NJPA is committed to

facilitating the realization of such “Credits” through certain structuring techniques for transactions resulting from this RFP.

**6.35 Environmentally Preferred Purchasing Opportunities:** There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. “Green” characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. Please identify any Green characteristics of the product/equipment and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as “green” and by which certifying agency.

**6.36 On-Line Requisitioning systems:** When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

**6.37 Financing:** The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

**6.38 Technology:** Technological advances, increased efficiencies, expanded service and other related improvements beyond today’s NJPA member’s needs and applicable standards.

#### K. WAIVER OF FORMALITIES

**6.39** NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

### 7 POST AWARD OPERATING ISSUES

#### A. SUBSEQUENT AGREEMENTS

**7.1 Purchase Order.** Purchase Orders for equipment/products and/or related services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor’s sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase Orders that “This purchase order is issued pursuant to NJPA procurement contract #XXXXXX.” A Purchase Order is an offer to purchase product/equipment and related services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

**7.2 Governing Law.** Purchase Orders shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

**7.3 Additional Terms and Conditions.** Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to formally introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose, intent or currently established terms and conditions contain in this RFP document.

**7.4 Specialized Service Requirements.** In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part or within the scope of the awarded Contract.

**7.5 Performance Bond.** At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for product/equipment and related services. If a purchase order is cancelled for lack of a required performance bond by the member agency, it shall be the recommendation of NJPA that the current pending Purchase Order be canceled. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

#### B. NJPA MEMBER SIGN-UP PROCEDURE

**7.6** Awarded Vendors will be responsible for familiarizing their sales and service forces with the various forms of NJPA Membership documentation and shall encourage and assist potential Members in establishing Membership with NJPA. NJPA membership is at no cost, obligation or liability to the Member or the Vendor.

#### C. REPORTING OF SALES ACTIVITY

**7.7** A report of the total gross dollar volume of all equipment/products and related services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will provided by NJPA to include, but not limited to, name and address of purchasing agency, member number, amount of purchase, and a description of the items purchased.

**7.7.1 Zero sales reports:** Awarded Vendors are responsible for providing a quarterly sales report of contract sales every quarter regardless of the existence or amount of sales.

#### D. AUDITS

**7.8** No more than once per calendar year during the Contract term, Vendor may be required to make available to NJPA the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and all payments made by NJPA members for all equipment/products and related services purchased under the awarded Contract. NJPA must provide written notice of exercise of this requirement with no less than fourteen (14) business days' notice. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged under of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

#### E. HUB PARTNER

**7.9 Hub Partner:** NJPA Members may request to be served through a “Hub Partner” for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, Disadvantaged Business Entity Credits or other considerations.

**7.10 Hub Partner Fees:** Fees, costs, or expenses from this Hub Partner levied upon a transaction resulting from this contract, shall be payable by the NJPA Member. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction; and to the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation shall be documented to show it is “Executed for the Benefit of [NJPA Member Name].”

#### F. TRADE-INS

**7.11** The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified “Trade-In” value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

#### G. OUT OF STOCK NOTIFICATION

**7.12** Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of-stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of-stock item(s), and may suggest equivalent substitute(s). The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order. Under no circumstance is Proposer permitted to make unauthorized substitutions. Unfilled or substituted item(s) shall be indicated on the packing list.

#### H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

**7.13** NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure. Some examples of material breach include, but are not limited to:

- 7.13.1** The Vendor provides products/equipment or related services that does not meet reasonable quality standards and is not remedied under the warranty;
- 7.13.2** The Vendor fails to ship the products/equipment or related services or provide the delivery and services within a reasonable amount of time;
- 7.13.3** NJPA has reason to believe the Vendor will not or cannot perform to the requirements or expectations of the Contract and issues a request for assurance and Vendor fails to respond;
- 7.13.4** The Vendor fails to observe any of the material terms and conditions of the Contract;
- 7.13.5** The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.
- 7.13.6** The Vendor fails to report quarterly sales;
- 7.13.7** The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA defined in the NJPA Contract Launch.

**7.13.8** In the event the contract has no measurable and defining value or benefit to NJPA or the NJPA member.

**7.14** Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section. If the issue is not resolved within sixty (60) days, contract will be terminated.

**7.15** Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

**7.16** NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Awarded Vendor will be responsible for disclosing to NJPA any litigation, bankruptcy or suspensions/disbarments that occur during the contract period. Failure to disclose may result in an immediate termination of the contract.

**7.17** NJPA may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

**7.18** NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

**7.19** Events of Automatic termination to include, but not limited to:

**7.19.1** Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,

**7.19.2** Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

## **8 GENERAL TERMS AND CONDITIONS**

### **A. ADVERTISING A CONTRACT RESULTING FROM THIS RFP**

**8.1** Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

### **B. APPLICABLE LAW**

**8.2** **NJPA's interest in a contract resulting from this RFP:** Notwithstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the product/equipment and services procured there from.

**8.3 NJPA Compliance with Minnesota Procurement Law:** NJPA will exhaust all avenues to comply with each unique state law or requirement whenever possible. It is the responsibility of each participating NJPA member to ensure to their satisfaction that NJPA contracting process falls within these laws and applicable laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with their own requirements and procurement regulations.

**8.4 Governing Law with respect to delivery and acceptance:** All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws shall govern NJPA contracts resulting from this solicitation.

**8.5 Jurisdiction:** Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

**8.5.1** Purchase Orders issued pursuant to a contract resulting from this solicitation shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser.

**8.6 Vendor Compliance with applicable law:** Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the transaction, acquisition, manufacturer, suppliers or the sale of the equipment/products and relating services resulting from this RFP.

**8.7 Other Laws,** whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

**8.8 Indemnity:** Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

**8.9 Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

**8.10 Patent and Copyright Infringement:** If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

#### C. ASSIGNMENT OF CONTRACT

**8.11** No right or interest in this Contract shall be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor shall be made without prior written permission of the NJPA. NJPA shall notify members by posting approved assignments on the NJPA website ([www.njpacoop.org](http://www.njpacoop.org)) within 15 days of NJPA's approval.

**8.12** If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

#### D. LIST OF PROPOSERS

**8.13** NJPA will not maintain or communicate to a list of proposers. All interested proposers must respond to the solicitation as a result of NJPA solicitation advertisements indicated. Because of the wide scope of the potential Members and qualified national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

#### E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

**8.14** The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

#### F. DATA PRACTICES

**8.15** All materials submitted in response to this RFP will become property of the NJPA and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. If the Responder submits information in response to this RFP that it believes to be nonpublic information, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

**8.15.1** make the request within thirty days of award/non-award, and include the appropriate statutory justification. Pricing is generally not redactable. The NJPA Legal Department shall review the statement to determine whether the information shall be withheld. If the NJPA determines to disclose the information, the Bids & Contracts department of the NJPA shall inform the Proposer, in writing, of such determination; and

**8.15.2** defend any action seeking release of the materials it believes to be nonpublic information, and indemnify and hold harmless the NJPA, its agents and employees, from any judgments or damages awarded against the NJPA in favor of the party requesting the materials, and any and all costs connected with that defense.

**8.16** This indemnification survives the NJPA's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the confidential information is in possession of the NJPA. When the situation warrants, Proposer may be able redact additional nonpublic information after the evaluation process if legal justification is provided and accepted by NJPA.

#### G. ENTIRE AGREEMENT

**8.17** The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

#### H. FORCE MAJEURE

**8.18** Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to



commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of equipment/products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

#### I. GRATUITIES

**8.19** NJPA may cancel an awarded Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of the NJPA.

#### J. HAZARDOUS SUBSTANCES

**8.20** Proper and applicable Material Safety Data Sheets (MSDS) that are in full compliance with OSHA's Hazard Communication Standard must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

#### K. LICENSES

**8.21** Proposer shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business that is anticipated to be conducted with NJPA and NJPA members by the Proposer.

**8.22** All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered equipment/products and related services to NJPA and NJPA Members nationally. Documentation of required said licenses and authorities, if applicable, is requested to be included in the proposer's response.

#### L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

**8.23** The awarded Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or the NJPA member.

#### M. NON-WAIVER OF RIGHTS

**8.24** No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

#### N. PROTESTS OF AWARDS MADE

**8.25** Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate Minnesota state statutes. Protests will only be accepted from Proposers. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) calendar days after the public notice or announcement of the award. A protest must include:

**8.25.1** The name, address and telephone number of the protester;

**8.25.2** The original signature of the protester or its representative (you must document the authority of the Representative);

**8.25.3** Identification of the solicitation by RFP number;

**8.25.4** Identification of the statute or procedure that is alleged to have been violated;

**8.25.5** A precise statement of the relevant facts;

**8.25.6** Identification of the issues to be resolved;

**8.25.7** The aggrieved party's argument and supporting documentation;

**8.25.8** The aggrieved party's statement of potential financial damages; and

**8.25.9** A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

#### O. SUSPENSION OR DISBARMENT STATUS

**8.26** If within the past five (5) years, any firm, business, person or Proposer responding to NJPA solicitation and submitting a proposal has been lawfully terminated, suspended or precluded from participating in any public procurement activity with a federal, state or local government or education agency the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

#### P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

**8.27** An Affirmative Action Plan, Certificate of Affirmative Action or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

**8.28** Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

#### Q. SEVERABILITY

**8.29** In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from an awarded Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

#### R. RELATIONSHIP OF PARTIES

**8.30** No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

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**PROPOSER QUESTIONNAIRE- General Business Information**  
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: \_\_\_\_\_ Questionnaire completed by: \_\_\_\_\_

Please identify the person NJPA should correspond with from now through the Award process:

Name: \_\_\_\_\_ E-Mail address: \_\_\_\_\_

Provide an answer to all questions directly below each question (do not leave blank, mark NA if not applicable) and address all requests made in this RFP. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators. ***Please use the Microsoft Word document version of this questionnaire to respond to the questions contained herein.***

**Company Information & Financial Strength**

- 1) Why did you respond to this RFP?
- 2) What are your company's expectations in the event of an award?
- 3) Provide the full legal name, address, tax identifications number, and telephone number for your business.
- 4) Demonstrate your financial strength and stability.
- 5) Are you now, or have you ever been the subject of a bankruptcy action? Please explain.
- 6) Provide a brief history of your company that includes your company's core values and business philosophy.
- 7) How long has your company been in the HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES industry?
- 8) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed?
  - a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products/equipment and related services you are proposing.
  - b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products/equipment and related services proposed.
  - c) Are these individuals your employees, or the employees of a third party?
  - d) If applicable, is the Dealer Network independent or company owned?
- 9) Please provide your bond rating, and/or a credit reference from your bank.
- 10) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.
- 11) Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."
- 12) Provide all "Suspension or Disbarment" information as defined and required herein.
- 13) In addition to the \$1.5 million in General Liability and/or in conjunction with umbrella insurance coverage, what level of automobile and workers compensation insurance does your organization currently have? If none, please explain.
- 14) Within the RFP category there is potential to be several different sub-categories of solutions; list sub category title/s that best describe your equipment/products, services and supplies.

**Industry Requirements & Marketplace Success**

- 15) List and document recent industry awards and recognition.
- 16) Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.

- 17) Provide a list of your top 5 Government and/or Education customers (entity name is optional) including: entity type, the state the entity is located in, scope of the project/s, size of transaction/s and dollar volumes from the past 3 fiscal years.
- 18) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually.

#### **Proposer's Ability to Sell and Deliver Service Nationwide**

- 19) Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP?
- 20) Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP?
- 21) Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?
- 22) Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?
- 23) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract.
- 24) Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract.
- 25) Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit)
- 26) Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document.

#### **Marketing Plan**

- 27) Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract.
- 28) Describe how you would market/promote an NJPA Contract nationally to ensure success.
- 29) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. Please send a few representative samples of your marketing materials in electronic format.
- 30) Describe your use of technology and the internet to provide marketing and ensure national contract awareness.
- 31) Describe your perception of NJPA's role in marketing the contract and your contracted products/equipment and related services.
- 32) Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry.
- 33) Describe your company's Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract
- 34) Do you view your products/equipment applicable to an E-procurement ordering process?  
\_\_\_\_ Yes \_\_\_\_ No
  - a) If yes, describe examples of E-procurement system/s or electronic marketplace solutions that your products/equipment was available through. Demonstrate the success of government and educations customers to ordering through E-procurement.
- 35) Please describe how you will communicate your NJPA pricing and pricing strategy to your sales force nationally?

#### **Other Cooperative Procurement Contracts**

- 36) Describe your level of experience with national, state and local cooperative contracts.
- 37) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.
- 38) Identify any GSA Contracts held or utilized by the Proposer.

- 39) What is the annual combined dollar sales volume for each of these contracts?
- 40) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.
- 41) How would you leverage an NJPA awarded contract in your sales process?
- 42) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.

#### **Value Added**

- 43) If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment operator training as well as maintenance training? \_\_\_\_ Yes \_\_\_\_ No
- 44) Is this training standard as a part of a purchase or optional?
- 45) Describe current technological advances your proposed equipment/products and related services offer.
- 46) Describe your "Green" program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).
- 47) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.
- 48) Identify any other unique or custom value added attributes of your company or your products/equipment or related services. What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 49) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition?
- 50) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.
- 51) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.
- 52) Describe any unique distribution and/or delivery methods or options offered in your proposal.

**NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.**

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

**Form B**



**PROPOSER INFORMATION**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Toll Free Number: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Web site: \_\_\_\_\_

Voids sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

**COMPANY PERSONNEL CONTACTS**

**Authorized Signer for your organization\*:**

Name: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_

\* By executing Form F, the "Proposer's Assurance of Compliance," you are certifying this person identified here has their authorization to sign on behalf of your organization:

**Author of your proposal response**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Your Primary Contact person regarding your proposal:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Other important contact information:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Form C****EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS  
AND SOLUTIONS REQUEST**

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

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NJPA's clarification on exception/s listed above:**



Contract Award  
RFP 032515 #

**FORM D**



**Formal Offering of Proposal**  
(To be completed Only by Proposer)

**HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES**  
In compliance with the Request for Proposal (RFP) for **HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES** the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature (ink only): \_\_\_\_\_  
(Name printed or typed)

**Form E**



**Contract Acceptance and Award**

**(To be completed only by NJPA)**

**NJPA 032515 #** \_\_\_\_\_

\_\_\_\_\_  
**Proposer's full legal name**

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be \_\_\_\_\_, 20\_\_\_\_ and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

**National Joint Powers Alliance® (NJPA)**

NJPA Authorized signature: \_\_\_\_\_  
NJPA Executive Director (Name printed or typed)

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ **NJPA Contract Number 032515 #**

NJPA Authorized signature: \_\_\_\_\_  
NJPA Board Member (Name printed or typed)

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ **NJPA Contract Number 032515 #**

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

**Vendor Name** \_\_\_\_\_

Vendor Authorized signature: \_\_\_\_\_  
(Name printed or typed)

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ **NJPA Contract Number 032515 #**

**PROPOSER ASSURANCE OF COMPLIANCE**



**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and
4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and
6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and
11. The Proposer understands that submitted proposals which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "nonpublic" **will not** be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a "trade secret." All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors' proposals become public information.
12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.
13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

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

Contact Person for Questions: \_\_\_\_\_

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Authorized Name (typed): \_\_\_\_\_

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

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

**Notarized**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public in and for the County of \_\_\_\_\_ State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Signature: \_\_\_\_\_



### OVERALL EVALUATION AND CRITERIA

For the Proposed Subject **HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES**

Conformance to Terms & Conditions	50	
Financial, Industry Requirements & Marketplace Success	75	
Proposer's Ability to Sell and Deliver Service Nationwide	100	
Proposer's Marketing Plan	50	
Value Added Attributes	75	
Warranty	50	
Equipment/Products and Related Services	200	
Pricing	400	
<b>TOTAL POINTS</b>	<b>1000</b>	

Reviewed by: \_\_\_\_\_ Its \_\_\_\_\_  
 \_\_\_\_\_ Its \_\_\_\_\_

**Form P**



**PROPOSER QUESTIONNAIRE**  
**Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific**

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

Questionnaire completed by: \_\_\_\_\_

**Payment Terms and Financing Options**

- 1) Identify your payment terms if applicable. (Net 30, etc.)
- 2) Identify any applicable leasing or other financing options as defined herein.
- 3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
  - a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will the Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?
- 4) Do you accept the P-card procurement and payment process?

**Warranty**

- 5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
- 6) Do all warranties cover all products/equipment parts and labor?
- 7) Do warranties impose usage limit restrictions?
- 8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
- 9) Please list any other limitations or circumstances that would not be covered under your warranty.
- 10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

**Equipment/Product/Services, Pricing, and Delivery**

- 11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).
- 13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.
- 14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.
- 15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").
- 16) Describe your NJPA customer volume rebate programs, as applicable.
- 17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.
- 18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

19) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.

Prices offered in this proposal are:

- \_\_\_\_\_ a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.
- \_\_\_\_\_ b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- \_\_\_\_\_ c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- \_\_\_\_\_ d. Other; please describe.

20) Do you offer quantity or volume discounts?

\_\_\_\_\_ YES \_\_\_\_\_ NO Outline guidelines and program.

21) Describe in detail your proposed exchange and return program(s) and policy(s).

22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

#### **Industry-Specific Items**

24) What is your US market share for the solutions you are proposing in this response?

25) Do you hold any industry-specific quality management system certifications such as ISO 9001?

26) Do you hold any environmental management system certifications such as ISO 14001?

27) What is your Canadian market share (if any) for the solutions you are proposing in this response?

28) Is your warranty program handled directly, or does it require a pass through to another manufacturer?

29) For how many years have the models you are proposing in this response been available in the marketplace?

30) What is your parts order fill rate?

31) Do you provide preventive maintenance programs for the solutions you are proposing in this response?

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





## 10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		



## 11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

### Section 1. Instructions For Vendor

Pursuant the NJPA RFP, requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing sections 2, 3 and 4 of the NJPA Price and Product Change Request Form and signature of an authorized Vendor employee in section 5. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager **AND: PandP@njpacoop.org**.

NJPA's due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the "Best Interests of NJPA and NJPA Members." A signed Price and Product Change form will be returned to vendor contact via email.

Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

**NOTE:** New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

**ADDITIONS.** New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP.

**DELETIONS.** New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

**PRICE CHANGES:** Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

**Price decreases:** NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

**Price increases:** Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/products or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases.

Refer to section 4 of the RFP for complete "Pricing" details.

### Section 2. Vendor Name and Type of Change Request

AWARDED  
VENDOR NAME:

\_\_\_\_\_

NJPA  
CONTRACT  
NUMBER:

\_\_\_\_\_

#### CHECK ALL CHANGES THAT APPLY:

- ☐ Adding Equipment/ Products /Services
- ☐ Deleting/Discontinuing Equipment/Products/Services
- ☐ Price Increase
- ☐ Price Decrease



## 11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

### Section 3. Detailed Explanation of Need for Changes

List equipment/products and/or services that are changing, being added or deleted from previous contract price list along with the percentage change for each item or category. (Attach a separate, detailed document if more than 10 items.)

--

Provide a general statement and documentation explaining the reasons for these price and/or equipment/product/service changes.

*SAMPLES: 1-All paper equipment/products and services increased 5% in price due to transportation and fuel costs (see attached documentation of raw materials increase). 2-The 6400 series floor polisher is added to the product list as a new model replacing the 5400 series. The 6400 series 3% increase reflects technological improvements made that improve the rate of efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated.*

--

If adding equipment/products/services, provide a general statement how these are in the scope.

--

If changing prices and/or adding equipment/products/services, provide a general statement that the pricing or equipment/products/services is consistent with existing NJPA contract pricing.

--



## 11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

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### Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing including all new and existing equipment/products and services is attached and/or has been emailed to PandP@njpacoop.org.

☐ Yes

☐ No

---

### Section 5. Signatures

\_\_\_\_\_  
Vendor Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
NJPA Executive Director Signature

\_\_\_\_\_  
Date



## Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, Tribal Government, and all other Public Agencies located nationally in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal:

[http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

[Oregon](#)

[Hawaii](#)

[Washington](#)



Mark R. Deakyne

1515 5<sup>th</sup> Avenue  
Moline, IL 61265

October 12, 2015

Phone: (309) 765-0924

National Joint Powers Alliance

202 12<sup>th</sup> Street Northeast  
Staples, MN 56479

Reference: National Joint Powers Alliance (NJPA) Contract Number: 032515-JDC  
Contract Expiration: May 18, 2019

**John Deere Construction Retail Sales (JDCRS) a division of John Deere Shared Services, Inc. respectfully requests to rescind our "Subcontractor" exception listed on Form C of the reference contract.**

After thoughtful consideration John Deere Construction Retail Sales has decided to permit authorized John Deere Dealers to quote, accept purchase orders, and invoice the NJPA customer. John Deere Dealership's will have a choice to either process an NJPA order from quote through invoicing or continue to utilize JDCRS's historical ordering process.

Dealerships will be authorized to employ the order process once the following conditions are met:

1. Understand Terms and Conditions of Reference Contract
2. Agree to the Collection of 1% Administration Fee by JDCRS
3. Obtain and Submit Certificate of Insurance (COI)

JDCRS will maintain and submit to NJPA a list of authorized dealers and the dealership COIs. Also JDCRS will continue to submit sales reports and administration fee per reference contract Terms and Conditions.

Mark R Deakyne  
Contract Manager  
John Deere Construction and Forestry Company

Contract Award  
RFP 032515 #

**FORM D**



**Formal Offering of Proposal**  
(To be completed Only by Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES  
In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: John Deere Construction Retail Sales Date: March 18, 2015

Company Address: 1515 Fifth Avenue

City: Moline State: IL Zip: 61265

Contact Person: Mark R. Deakyne Title: Contract Manager

Authorized Signature (ink only):

A handwritten signature in ink, appearing to read "Mark R. Deakyne", is written over a horizontal line.

Mark R. Deakyne  
(Name printed or typed)

**Form C****EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS  
AND SOLUTIONS REQUEST**

Company Name: John Deere Construction Retail Sales a division of John Deere Shared Services, Inc.

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
<del>3.22/6</del> 3.14/6	Unless stated otherwise, a manufacturer...proposer is assumed to have a documented relationship with their dealer network where that dealer network is...authorized to accept, purchase orders pursuant to any contract resulting from this RFP on behalf of the manufacturer. Any such dealer will be considered a sub-contractor of the proposer.	RESCIND. "Subcontractor" does not apply to our dealer network. Dealers are not authorized to accept or process purchase orders resulting from this RFP. All POs will be processed through the Moline JDCRS office. John Deere partners with independently owned dealers that are bound by a dealer agreement. That being said, John Deere is not responsible for the acts and conduct of the dealer network.	
5.45/20	It is the desire that delivery be made within ninety-days (90) of the receipt of the Purchase Order.	JDCRS will make every effort to deliver ordered items in as timely a fashion as possible. Actual delivery cannot be defined ahead of time as warehouse dates are assigned based on number of orders placed on the factory, logistics assignment, transit time to local dealer, inspection/setup by local dealer and final delivery to end user. In most cases, goods are delivered within 90 days, but there will be exceptions from time to time.	
3.14/6	Unless stated otherwise, a manufacturer...proposer is assumed to have a documented relationship with their dealer network where that dealer network is...authorized to accept, purchase orders pursuant to any contract resulting from this RFP on behalf of the manufacturer. Any such dealer will be considered a sub-contractor of the proposer	"Subcontractor" does not apply to our dealer network. John Deere partners with independently owned dealers that are bound by a dealer agreement. That being said, John Deere is not responsible for the acts and conduct of the dealer network JDCRS has decided to permit authorized John Deere Dealers to quote, accept purchase orders, and invoice the NJPA customer John Deere Dealership's will have a choice to either process an NJPA order from quote through invoicing or continue to utilize JDCRS's historical ordering	



		process See attached letter.	

Proposer's Signature: Mark R. [Signature]

Date: 23Oct2015

Contract Award  
RFP 032515 #

**FORM D**



**Formal Offering of Proposal**  
(To be completed Only by Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES  
In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: John Deere Construction Retail Sales Date: March 18, 2015

Company Address: 1515 Fifth Avenue

City: Moline State: IL Zip: 61265

Contact Person: Mark R. Deakyne Title: Contract Manager

Authorized Signature (ink only):

A handwritten signature in ink, appearing to read "Mark R. Deakyne", is written over a horizontal line.

Mark R. Deakyne  
(Name printed or typed)



**Contract Acceptance and Award**

(To be completed only by NJPA)

**NJPA 032515 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES,  
ATTACHMENTS, AND SUPPLIES**

John Deere Construction Retail Sales  
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be May 19<sup>th</sup>, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

**National Joint Powers Alliance® (NJPA)**

NJPA Authorized signature: \_\_\_\_\_

\_\_\_\_\_  
NJPA Executive Director

Dr. Chad Connette

(Name printed or typed)

Awarded this 19<sup>th</sup> day of May, 20 15 NJPA Contract Number 032515-JDC

NJPA Authorized signature: \_\_\_\_\_

Scott Veronen  
NJPA Board Member

Scott Veronen

(Name printed or typed)

Executed this 19<sup>th</sup> day of May, 20 15 NJPA Contract Number 032515-JDC

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

**Vendor Name** John Deere Construction Retail Sales a division of John Deere Shared Services, Inc.

Vendor Authorized signature: \_\_\_\_\_

Mark R. Deakyne

Mark R. Deakyne

(Name printed or typed)

Title: Contract Manager

Executed this Twenty-First day of May, 20 15 NJPA Contract Number 032515-JDC



Contract Acceptance and Award

(To be completed only by NJPA)

**NJPA 032515, HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES,  
ATTACHMENTS, AND SUPPLIES**

John Deere Construction Retail Sales  
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be May 19th, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:

  
NJPA Executive Director

Dr. Chad Cornette

(Name printed or typed)

Awarded this

19th

day of

May

, 20 15

NJPA Contract Number 032515-JDC

NJPA Authorized signature:

  
NJPA Board Member

Scott Veronen

(Name printed or typed)

Executed this

19th

day of

May

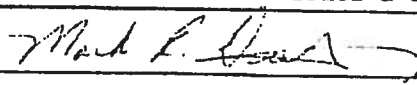
, 20 15

NJPA Contract Number 032515-JDC

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name John Deere Construction Retail Sales a division of John Deere Shared Services, Inc.

Vendor Authorized signature:



Mark R. Deakyne

(Name printed or typed)

Title: Contract Manager

Executed this

Twenty-First day of

May

, 20 15

NJPA Contract Number 032515-JDC

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: John Deere Construction Retail Sales a division of John Deere Shared Services, Inc.

Contact Person for Questions: Mark R. Deakyne

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: 1515 Fifth Avenue

City/State/Zip: Moline, IL 61265

Telephone Number: (309) 765-0294 Fax Number: (309) 765-3358

E-mail Address: DeakyneMarkR@JohnDeere.com

Authorized Signature: *Mark R. Deakyne*

Authorized Name (typed): Mark R. Deakyne

Title: Contract Manager

Date: March 18, 2015

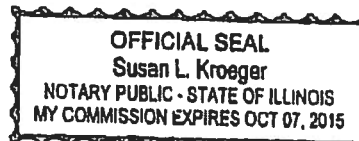
Notarized

Subscribed and sworn to before me this 18th day of March, 20 15

Notary Public in and for the County of Rock Island State of Illinois

My commission expires: 10/7/15

Signature: *Susan L. Kroeger*



# 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 14<sup>th</sup> 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: F.3**

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**Title:** Consider a resolution authorizing the City Manager to issue a purchase order to Silsbee Ford for the purchase of City vehicles.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 12/20/2018

**Dept Director:** Chad McDowell, General Services Director

**Cost:** \$1,514,115.91

**Indexes:** General Self-Financed Purchases

**Attachments:** Resolution, Quote, Form 1295

**Department:** General Services Department

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### **Text of Legislative File 2018-6204**

The purchase of these vehicles as included on the authorized purchase list approved by the City Council earlier this year, ,and with this purchase we will be purchasing 2 Ford Escapes, 16 Ford Explorer's, 2 F-150, 7 F-250, 3 F-350, 4 Taurus, and 1 Transit Van. This purchase also covers the uplifting for each vehicle so that once we receive the vehicle all we have to do is put the decal on, some minor work inside and then we will put it on the streets. The older vehicles that will be replaced will be evaluated to either go into a back-up fleet or sent to auction. These new vehicles will be going to General Services (1), PARD (10), Police Department (22), Planning (1) and Transportation (1).

**Cost: \$1,514,115.91**

**Source of Funds: General Self-Financed Purchases**

**RESOLUTION NO. R-2018-6204**

**WHEREAS**, the City of Round Rock (“City”) desires to purchase City vehicles; and

**WHEREAS**, City is a member of the GoodBuy Purchasing Cooperative, a cooperative purchasing program; and

**WHEREAS**, Silsbee Ford is an approved vendor of the GoodBuy Purchasing Cooperative; and

**WHEREAS**, the City wishes to issue a purchase order to Silsbee Ford, 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 Silsbee Ford for the purchase of City vehicles.

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 December, 2018.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk



# PRODUCT PRICING SUMMARY

GOODBUY 18-18 8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: SCOTT PARKER

Phone: 409-880-9191

Email:

Email: [gangellescowboyfleet@gmail.com](mailto:gangellescowboyfleet@gmail.com)

Product Description: 2019 FORD ESCAPE S

Date: October 12, 2018

A. Bid Item: 8A1 A. Base Price: \$ 19,688.00

## B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
	POWER WINDOWS/LOCKS				
	CRUISE				
	2.5L I4				
	AM/FM/CD				
	6-SPD AUTO				
	SYNC				

Total of B. Published Options: \$ -

Published Option Discount (5%) \$ -

## C. Additional Options [not to exceed 25%]

\$= 1.9 %

Options	Bid Price	Options	Bid Price
HUSKY FRONT/REAR MATS	\$ 170.00		
2 EXTRA KEYS	\$ 200.00		

Total of C. Unpublished Options: \$ 370.00

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

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ (105.00)

F. Contract Price Adjustment: 2 YEAR REGISTRATION & DOC FEE \$ 166.75

G. Additional Delivery Charge: 251 miles \$ 439.25

H. Subtotal: \$ 20,559.00

I. Quantity Ordered 1 x K = \$ 20,559.00

J. Trade in: \$ -

K. GOODBUY Administrative Fee (\$300 per purchase order) \$ 300.00

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE \$ 20,859.00

# PRODUCT PRICING SUMMARY

GOODBAY 18-18 8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: SCOTT PARKER

Phone: 409-880-9191

Email:

Email: gangelles.cowboyfleet@gmail.com

Product Description: 2019 FORD EXPLORER

Date: October 12, 2018

A. Bid Item: 1

A. Base Price: \$ 26,424.00

## B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
	POWER WINDOWS/LOCKS				
	CRUISE				
	3.5L V6				
	AM/FM/CD				
	6-SPD AUTO				
	SYNC				
	3RD ROW SEAT				
	ALUMINUM WHEELS				

Total of B. Published Options: \$ -

Published Option Discount (5%) \$ -

## C. Additional Options [not to exceed 25%]

\$= 1.4 %

Options	Bid Price	Options	Bid Price
HUSKY FRONT/REAR MATS	\$ 170.00		
2 EXTRA KEYS	\$ 200.00		

Total of C. Unpublished Options: \$ 370.00

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

\$ -

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

\$ (295.00)

F. Contract Price Adjustment: 2 YR. REG. & DOC FEE

\$ 166.75

G. Additional Delivery Charge: 251 miles

\$ 439.25

H. Subtotal:

\$ 27,105.00

I. Quantity Ordered 1 x K =

\$ 27,105.00

J. Trade in:

\$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE

\$ 27,105.00

# PRODUCT PRICING SUMMARY

GOODBUY 18-18 8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: SCOTT PARKER

Phone: 409-880-9191

Email:

Email: [gangelles.cowboyfleet@gmail.com](mailto:gangelles.cowboyfleet@gmail.com)

Product Description: 2019 FORD F-350 DRW REG CAB

Date: October 17, 2018

A. Bid Item: 10A2

A. Base Price: \$ 26,239.00

## B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
W3C	1 TON CREW CAB DRW UPGRADE	\$ 3,795.00			
	AM/FM/CD/SYNC	\$ 550.00			
	BRAKE CONTROLLER				
	RUNNING BOARDS				
	6.2L V8				
	6-SPD. AUTO				

Total of B. Published Options: \$ 4,345.00

Published Option Discount (5%) \$ (27.50)

## C. Additional Options |not to exceed 25%|

\$= 18.2 %

Options	Bid Price	Options	Bid Price
FRONT & REAR LINERS	\$ 182.80	2 EXTRA PROGRAMMED KEYS	\$ 200.00
DRW MUDFLAPS	\$ 150.00	DEALER SERVICES	\$ 606.00
FRONT REPLACEMENT BUMPER	\$ 1,290.82		
VR10 WINCH. WINCH	\$ 895.00		
BLACK HEADACHE RACK	\$ 375.00		
BLACK TOOLBOX	\$ 675.00		
4 WORK LIGHTS W/ SWITCH	\$ 450.00		
4 SURFACE MOUNT IONS	\$ 546.00		
15" ECCO REFLEX MINI LIGHTBAR AMBER	\$ 193.00		

Total of C. Unpublished Options: \$ 5,563.62

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

\$ -

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

\$ -

F. Contract Price Adjustment: 1 YR. REG. & DOC FEE & ADJ.

\$ 551.50

G. Additional Delivery Charge: 0 miles

\$ -

H. Subtotal:

\$ 36,671.62

I. Quantity Ordered 1 x K =

\$ 36,671.62

J. Trade in:

\$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE

\$ 36,671.62



### PRODUCT PRICING SUMMARY

GOODBUY 18-18 8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: SCOTT PARKER

Phone: 409-880-9191

Email:

Email: gangelles.cowboyfleet@gmail.com

Product Description: 2019 FORD F-250 REG CAB

Date: October 17, 2018

A. Bid Item: 5

A. Base Price: \$ 22,532.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
X2A	3/4 TON EXT. CAB UPGRADE	\$ 2,335.00			
	AM/FM/CD/SYNC	\$ 550.00			
	BRAKE CONTROLLER	\$ 270.00			
	RUNNING BOARDS	\$ 350.00			
	6.2L V8				
	6-SPD. AUTO				
	UPFITTER SWITCHES	\$ 165.00			
	8FT. KNAPHEIDE 696	\$ 7,749.00			

Total of B. Published Options: \$ 11,419.00

Published Option Discount (5%) \$ (76.14)

C. Additional Options [not to exceed 25%]

\$= 5.3 %

Options	Bid Price	Options	Bid Price
FRONT & REAR LINERS	\$ 182.80	2 EXTRA PROGRAMMED KEYS	\$ 200.00
RKI HEADACH RACK	\$ 375.00	DEALER SERVICES	\$ 516.00
15" ECCO REFLEX MINI LIGHTBAR AMBER	\$ 193.00		
2 WHELEN MICRO AMBER (FRT CORNER)	\$ 175.00		
2 WHELEN VERTEX AMBER (REAR CORNER)	\$ 165.00		
30 AMP SWITCH	\$ 5.00		

Total of C. Unpublished Options: \$ 1,811.80

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

\$ -

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

\$ -

F. Contract Price Adjustment: 1 YR. REG. & DOC FEE

\$ 0.50

G. Additional Delivery Charge: 0 miles

\$ -

H. Subtotal:

\$ 35,687.16

I. Quantity Ordered 1 x K =

\$ 35,687.16

J. Trade in:

\$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE

\$ 35,687.16



5

## PRODUCT PRICING SUMMARY

GOODBUY 18-18 8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: SCOTT PARKER

Phone: 409-880-9191

Email:

Email: [gangelles.cowboyfleet@gmail.com](mailto:gangelles.cowboyfleet@gmail.com)

Product Description: 2019 FORD F-350 CHASS

Date: October 17, 2018

A. Bid Item: 10A4

A. Base Price: \$ 24,512.00

### B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
F3G	REG. CAB				
	AM/FM/CD/SYNC	\$ 550.00			
	6.2L V8				
	6-SPD. AUTO				
	SPARE TIRE/WHEEL	\$ 350.00			
	12FT. FLATBED 40" HEADBOARD	\$ 8,185.00			
	RUGBY HR 4016 ED ELEC/HYD HOIST				
	36X18/18 UNDERBODY BOX				
	CLASS V RECIEVER HITCH W/7WAY	\$ 590.00			

Total of B. Published Options: \$ 9,675.00

Published Option Discount (5%) \$ (76.14)

### C. Additional Options [not to exceed 25%]

\$= 4.1 %

Options	Bid Price	Options	Bid Price
FRONT & REAR LINERS	\$ 91.40	2 EXTRA PROGRAMMED KEYS	\$ 200.00
15" ECCO REFLEX MINI LIGHTBAR AMBER	\$ 193.00	DEALER SERVICES	\$ 580.00
2 WHELEN MICRO AMBER (FRT CORNER)	\$ 175.00		
2 WHELEN VERTEX AMBER (REAR CORNER)	\$ 165.00		
30 AMP SWITCH	\$ 5.00		

Total of C. Unpublished Options: \$ 1,409.40

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

\$ -

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

\$ -

F. Contract Price Adjustment: 1 YR. REG. & DOC FEE

\$ 157.50

G. Additional Delivery Charge: 0 miles

\$ -

H. Subtotal:

\$ 35,677.76

I. Quantity Ordered 1 x K =

\$ 35,677.76

J. Trade in:

\$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE

\$ 35,677.76



## PRODUCT PRICING SUMMARY

GOODBUY 18-18 8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: SCOTT PARKER

Phone: 409-880-9191

Email:

Email: [gangelles.cowboyfleet@gmail.com](mailto:gangelles.cowboyfleet@gmail.com)

Product Description: 2019 FORD F-350 PICKUP

Date: October 17, 2018

A. Bid Item: 10A2 A. Base Price: \$ 26,239.00

### B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
W3C	1 TON CREW CAB DRW UPGRADE	\$ 3,795.00			
	AM/FM/CD/SYNC	\$ 550.00			
	BRAKE CONTROLLER				
	RUNNING BOARDS				
	6.2L V8				
	6-SPD. AUTO				
	RKI HEADACHE RACK	\$ 375.00			
	8 FT. KNAPHEIDE MODEL 696D54	\$ 8,129.00			

Total of B. Published Options: \$ 12,849.00

Published Option Discount (5%) \$ (46.25)

### C. Additional Options [not to exceed 25%]

\$= 3.7 %

Options	Bid Price	Options	Bid Price
FRONT & REAR LINERS	\$ 182.80	2 EXTRA PROGRAMMED KEYS	\$ 200.00
		DEALER SERVICES	\$ 516.00
15" ECCO REFLEX MINI LIGHTBAR	\$ 193.00		
2 VERTEX MICRO AMBER	\$ 175.00		
2 WHELEN VERTEX AMBER	\$ 165.00		
30 AMP SWITCH	\$ 5.00		

Total of C. Unpublished Options: \$ 1,436.80

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

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: 1 YR. REG. & DOC FEE & ADJ. \$ 551.50

G. Additional Delivery Charge: 0 miles \$ -

H. Subtotal: \$ 41,030.05

I. Quantity Ordered 3 x K = \$ 123,090.15

J. Trade in: \$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE \$ 123,090.15

## PRODUCT PRICING SUMMARY

GOODBUY 18-18 8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: SCOTT PARKER

Phone: 409-880-9191

Email:

Email: [gangelles.cowboyfleet@gmail.com](mailto:gangelles.cowboyfleet@gmail.com)

Product Description: 2019 FORD F-250 REG CAB

Date: October 17, 2018

A. Bid Item: 5

A. Base Price: \$ 22,532.00

### B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
X2A	3/4 TON EXT. CAB UPGRADE	\$ 2,375.00			
	AM/FM/CD/SYNC	\$ 550.00			
	BRAKE CONTROLLER	\$ 270.00			
	RUNNING BOARDS	\$ 350.00			
	6.2L V8				
	6-SPD. AUTO				
	1000 LB TOMMY GATE	\$ 5,325.00			
	ECCO LIGHTBAR, SPRAY IN LINER	\$ 675.00			
	RKI CROSSBOX				

Total of B. Published Options: \$ 9,545.00

Published Option Discount (5%) \$ (76.14)

### C. Additional Options [not to exceed 25%]

\$= 1.2 %

Options	Bid Price	Options	Bid Price
FRONT & REAR LINERS	\$ 182.80	2 EXTRA PROGRAMMED KEYS	\$ 200.00

Total of C. Unpublished Options: \$ 382.80

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

\$ -

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

\$ -

F. Contract Price Adjustment:

\$ (549.50)

G. Additional Delivery Charge: 0 miles

\$ -

H. Subtotal:

\$ 31,834.16

I. Quantity Ordered 1 x K =

\$ 31,834.16

J. Trade in:

\$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE

\$ 31,834.16



8

## PRODUCT PRICING SUMMARY

GOODBUY 18-18 8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: SCOTT PARKER

Phone: 409-880-9191

Email:

Email: gangelle.cowboyfleet@gmail.com

Product Description: 2019 FORD F-250 REG CAB

Date: October 17, 2018

A. Bid Item: 5

A. Base Price: \$ 22,532.00

### B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
X2A	3/4 TON EXT. CAB UPGRADE	\$ 2,375.00			
	AM/FM/CD/SYNC	\$ 550.00			
	BRAKE CONTROLLER	\$ 270.00			
	RUNNING BOARDS	\$ 350.00			
	6.2L V8				
	6-SPD. AUTO				
	1000 LB TOMMY GATE	\$ 3,990.00			
	RKI CROSSBOX	\$ 675.00			

Total of B. Published Options: \$ 8,210.00

Published Option Discount (5%) \$ (76.14)

### C. Additional Options [not to exceed 25%]

\$= 5.6 %

Options	Bid Price	Options	Bid Price
FRONT & REAR LINERS	\$ 182.80	2 EXTRA PROGRAMMED KEYS	\$ 200.00
RKI HEADACHE RACK	\$ 275.00	DEALER SERVICES	\$ 516.00
15" ECCO REFLEX MINI LIGHTBAR AMBER	\$ 193.00		
2 WHELEN MICRO AMBER (FRT. CORNER)	\$ 175.00		
2 WHELEN VERTEX AMBER (REAR CORNER)	\$ 165.00		
30 AMP SWITCH	\$ 5.00		

Total of C. Unpublished Options: \$ 1,711.80

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

\$ -

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

\$ -

F. Contract Price Adjustment:

\$ (39.50)

G. Additional Delivery Charge: 0 miles

\$ -

H. Subtotal:

\$ 32,338.16

I. Quantity Ordered 1 x K =

\$ 32,338.16

J. Trade in:

\$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE

\$ 32,338.16





9

## PRODUCT PRICING SUMMARY

GOODBUY 18-18 8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: SCOTT PARKER

Phone: 409-880-9191

Email:

Email: [gangellescowboyfleet@gmail.com](mailto:gangellescowboyfleet@gmail.com)

Product Description: 2019 FORD WAGON

Date: October 17, 2018

A. Bid Item: 9A5

A. Base Price: \$ 29,992.00

### B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
X2Z	1 TON EXT LENGTH UPGRADE				
	AM/FM/CD/SYNC	\$ 550.00			
	REV. PARK AID	\$ 295.00			
	CRUISE CONTROL	\$ 325.00			
	2 EXTRA KEYS	\$ 75.00			
	REAR CAMERA				
	POWER LOCKS/WINDOWS				
	3.7L V6				

Total of B. Published Options: \$ 1,245.00

Published Option Discount (5%) \$ (76.14)

### C. Additional Options [not to exceed 25%]

\$= 0.3 %

Options	Bid Price	Options	Bid Price
FRONT & REAR LINERS	\$ 91.40		

Total of C. Unpublished Options: \$ 91.40

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

\$ -

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

\$ -

F. Contract Price Adjustment: 1 YR. REG. & DOC FEE

\$ (551.50)

G. Additional Delivery Charge: 0 miles

\$ -

H. Subtotal:

\$ 30,700.76

I. Quantity Ordered 1 x K =

\$ 30,700.76

J. Trade in:

\$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE

\$ 30,700.76

**PRODUCT PRICING SUMMARY**

GOODBUY 18-18 8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: SCOTT PARKER

Phone: 409-880-9191

Email:

Email: ganelle.cowboyfleet@gmail.com

Product Description: 2019 FORD F-450

Date: October 17, 2018

A. Bid Item: 10A5

A. Base Price: \$ 31,115.00

**B. Factory Options**

Code	Options	Bid Price	Code	Options	Bid Price
W4G	1 1/2 TON CREW CAB DRW UPGRADE	\$ 3,145.00			
	AM/FM/CD/SYNC	\$ 550.00			
	BRAKE CONTROLLER			REAR CAMERA	\$ 415.00
	RUNNING BOARDS				
	6.8L V10				
	6-SPD. AUTO				
	RUNNING BOARDS	\$ 350.00			
	11FT KNAPHEID 6132D54, BED LINER	\$ 11,075.00			
	4 CORNER LEDS, CLASS V HITCH				

Total of B. Published Options: \$ 15,535.00

Published Option Discount (5%) \$ (65.75)

**C. Additional Options [not to exceed 25%]**

\$= 0.8 %

Options	Bid Price	Options	Bid Price
FRONT & REAR LINERS	\$ 182.80	2 EXTRA PROGRAMMED KEYS	\$ 200.00

Total of C. Unpublished Options: \$ 382.80

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

\$ -

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

\$ -

F. Contract Price Adjustment: 1 YR. REG &amp; DOC FEE &amp; ADJ.

\$ (3,974.50)

G. Additional Delivery Charge: 0 miles

\$ -

H. Subtotal:

\$ 42,992.55

I. Quantity Ordered 1 x K =

\$ 42,992.55

J. Trade in:

\$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE

\$ 42,992.55



11

## PRODUCT PRICING SUMMARY

GOODBUY 18-18 8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: SCOTT PARKER

Phone: 409-880-9191

Email:

Email: gangelle.cowboyfleet@gmail.com

Product Description: 2019 FORD F-150 REG CAB

Date: October 17, 2018

A. Bid Item: 6

A. Base Price: \$ 20,548.00

### B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
XIC	1/2 TON EXT CAB UPGRADE	\$ 2,085.00			
	SYNC	\$ 420.00			
	CRUISE	\$ 225.00			
	3.3L V6				
	6-SPD AUTO				
	REAR CAMERA				

Total of B. Published Options: \$ 2,730.00

Published Option Discount (5%) \$ (32.25)

### C. Additional Options [not to exceed 25%]

\$= 8.1 %

Options	Bid Price	Options	Bid Price
FRONT & REAR LINERS	\$ 182.80	2 EXTRA PROGRAMMED KEYS	\$ 200.00
HEADACHE RACK	\$ 375.00		
AMBER LIGHTBAR W/TRAFFIC ADV.	\$ 1,125.00		

Total of C. Unpublished Options: \$ 1,882.80

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

\$ -

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

\$ -

F. Contract Price Adjustment: 2 YR. REG. & DOC FEE & ADJ.

\$ (8.00)

G. Additional Delivery Charge: 0 miles

\$ -

H. Subtotal:

\$ 25,120.55

I. Quantity Ordered 1 x K =

\$ 25,120.55

J. Trade in:

\$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE

\$ 25,120.55

# PRODUCT PRICING SUMMARY

GOODBAY 18-18 8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: SCOTT PARKER

Phone: 409-880-9191

Email:

Email: gangelle.cowboyfleet@gmail.com

Product Description: 2019 FORD POLICE INTERCEPTORS SUV

Date: October 25, 2018

A. Bid Item:

A. Base Price: \$ 26,634.00

## B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
	2019 PRICING ADJ.	\$ 459.00		EXT. BLACK	
17A	REAR AIR	\$ 610.00			
51S	DUAL LED SPOTLIGHTS	\$ 620.00		EMERGENCY EQUIPMENT	\$ 25,790.28
53M	SYNC (HANDS FREE)	\$ 295.00		OVERHEADS	
60A	GRILL WIRING	\$ 50.00			
86P	FRONT LAMP HOUSING	\$ 125.00			
86T	RR TAILLAMP HOUSING	\$ 60.00			
	AM/FM/CD				
	POWER WINDOWS/LOCKS				
	CRUISE				

Total of B. Published Options: \$ 28,009.28

Published Option Discount (5%) \$ (88.00)

## C. Additional Options [not to exceed 25%]

\$= 0.3 %

Options	Bid Price	Options	Bid Price
TINT WINDOWS FRT. & REAR GLASS	\$ 189.00		

Total of C. Unpublished Options: \$ 189.00

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

\$ -

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

\$ -

F. Contract Price Adjustment: 2 YR REG & DOC FEE

\$ 166.75

G. Additional Delivery Charge: 0 miles

\$ -

H. Subtotal:

\$ 54,911.03

I. Quantity Ordered 11 x K =

\$ 604,021.33

J. Trade in:

\$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE

\$ 604,021.33

## PRODUCT PRICING SUMMARY

GOODBUY 18-18 8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: SCOTT PARKER

Phone: 409-880-9191

Email:

Email: [gangelles.cowboyfleet@gmail.com](mailto:gangelles.cowboyfleet@gmail.com)

Product Description: 2019 FORD POLICE INTERCEPTORS SUV

Date: October 25, 2018

A. Bid Item: 11A2 A. Base Price: \$ 26,634.00

### B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
	2019 PRICING ADJ.	\$ 459.00		EXT. BLACK	
17A	REAR AIR	\$ 610.00			
51S	DUAL LED SPOTLIGHTS	\$ 620.00		EMERGENCY EQUIPMENT	\$ 25,790.38
53M	SYNC (HANDS FREE)	\$ 295.00		INTERIOR	
60A	GRILL WIRING	\$ 50.00			
86P	FRONT LAMP HOUSING	\$ 125.00			
86T	RR TAILLAMP HOUSING	\$ 60.00			
	AM/FM/CD				
	POWER WINDOWS/LOCKS				
	CRUISE				

Total of B. Published Options: \$ 28,009.38

Published Option Discount (5%) \$ (88.00)

### C. Additional Options [not to exceed 25%] \$= 0.3 %

Options	Bid Price	Options	Bid Price
TINT WINDOWS FRT. & REAR GLASS	\$ 189.00		

Total of C. Unpublished Options: \$ 189.00

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

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: 2 YR. REG. & DOC \$ (247.45)

G. Additional Delivery Charge: 0 miles \$ -

H. Subtotal: \$ 54,496.93

I. Quantity Ordered 4 x K = \$ 217,987.72

J. Trade in: \$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE \$ 217,987.72

# PRODUCT PRICING SUMMARY

GOODBUY 18-18 8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: SCOTT PARKER

Phone: 409-880-9191

Email:

Email: [gangelles.cowboyfleet@gmail.com](mailto:gangelles.cowboyfleet@gmail.com)

Product Description: 2019 F-150 REG. CAB

Date: October 31, 2018

A. Bid Item: A45 A. Base Price: \$ 20,548.00

## B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
	CREW CAB UPGRADE	\$ 4,540.00		COLOR TBD	
	5.0L V8	\$ 1,995.00		BRAKE CONTR.	\$ 275.00
	BLACK RUNNING BOARDS	\$ 350.00			
	101A PKG.	\$ 2,225.00		MAGNUM TRUCK VAULT	\$ 3,410.00
	POWER WINDOWS/LOCKS			LEER CAMPER TOP	\$ 2,499.00
	CRUISE CONTROL				
	SYNC (BLUE TOOTH)				
	PRO TRAILER AST.				
	TOW PACKAGE	\$ 995.00			
	FOG LAMPS	\$ 140.00			

Total of B. Published Options: \$ 16,429.00

Published Option Discount (5%) \$ (299.00)

## C. Additional Options [not to exceed 25%] \$= 14.0 %

Options	Bid Price	Options	Bid Price
		2 F-150 RUNNING BOARD KIT	\$ 130.00
		DEALER SERVICES	\$ 960.00
4 EXTRA FLIP KEY	\$ 600.00		
2 MICRO MINI LEDS (HD-LMP/GRILLE)	\$ 145.00		
2 VERTEX CORNER LED(FOG LMPS)	\$ 145.00		
2 VERTE CORNER LED (TAIL LMPS)	\$ 145.00		
2 60" TRACER LEDS SINGLE COLOR (TL GATE)	\$ 1,396.00		
6 TRACER BRACKETS	\$ 45.00		
2 72" TRACER LEDS SINGLE COLOR	\$ 1,606.00		

Total of C. Unpublished Options: \$ 5,172.00

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

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: 2 YR. REG. & DOC \$ 166.75

G. Additional Delivery Charge: 1 miles \$ 439.25

H. Subtotal: \$ 39,584.00

I. Quantity Ordered 1 x K = \$ 39,584.00

J. Trade in: \$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE \$ 39,584.00

## PRODUCT PRICING SUMMARY

GOODBUY 18-18 8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: SCOTT PARKER

Phone: 409-880-9191

Email: \_\_\_\_\_

Email: gangelles.cowboyfleet@gmail.com

Product Description: 2019 FORD EXPLORER

Date: October 31, 2018

A. Bid Item: A27

A. Base Price: \$ 26,424.00

### B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
	3.5L V6				
	AUTO				
	CLOTH BUCKET SEATS				
	3RD. ROW SEATING				
	POWER WINDOWS/LOCKS				
	CRUISE				
	REAR CAMERA				
	SYNC				

Total of B. Published Options: \$ -

Published Option Discount (5%) \$ -

### C. Additional Options [not to exceed 25%]

\$= 14.8 %

Options	Bid Price	Options	Bid Price
HUSKY FLOOR MATS FRT/REAR	\$ 128.00	DEALER SERVICES	\$ 510.00
TRUNK VALT MAGNUM 2 DRAWER CAB	\$ 2,495.00		
NMO MOUNT COAX FOR RADIO	\$ 12.95		
MINI VHF ADAPTOR	\$ 5.75		
MOTOROLA POWER CABLE	\$ 39.00		
STREAMLIGHT FLASHLIGHT/DC ADAP.	\$ 106.60		
ADDITIONAL SL20 CHARGING SLEEVE	\$ 8.65		
ADDITIONAL DC POWER CORD	\$ 8.95		
4 EXTRA FLIP KEY	\$ 600.00		

Total of C. Unpublished Options: \$ 3,914.90

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

\$ -

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

\$ -

F. Contract Price Adjustment: 2 YR. REG. & DOC FEE

\$ 27.50

G. Additional Delivery Charge: 251 miles

\$ 439.25

H. Subtotal:

\$ 30,805.65

I. Quantity Ordered 1 x K =

\$ 30,805.65

J. Trade in: \_\_\_\_\_

\$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

\$ -

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE

\$ 30,805.65

# PRODUCT PRICING SUMMARY

GOODBUY 18-18 8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: SCOTT PARKER

Phone: 409-880-9191

Email:

Email: gangelie.cowboyfleet@gmail.com

Product Description: 2019 INTERCEPTOR SEDAN

Date: June 28, 2018

A. Bid Item: 11A1 A. Base Price: \$ 24,268.00

## B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
P2M	2019 FORD INT. SEDAN			DEALER SERVICES	\$ 1,318.00
	HEADLAMP PREP	\$ 120.00			
	DUAL LED SPOTLIGHTS	\$ 650.00			
	GRILL LAMP WIRING	\$ 50.00			
	SYNC	\$ 295.00			
	RAIL BRACKET KIT	\$ 25.00			
	REV. SENSING	\$ 295.00			
	TAIL LAMP PREP	\$ 60.00			
	3.7L V6				
	6-SPD. AUTO				

Total of B. Published Options: \$ 2,813.00

Published Option Discount (5%) \$ (58.80)

## C. Additional Options [not to exceed 25%] \$= 20.4 %

Options	Bid Price	Options	Bid Price
FRONT INNER EDGE LIGHTBAR	\$ 649.00	HAVIS 15" CONSOLE, DRINK HOLDER ARMREST	\$ 405.32
REAR INNER EDGE LIGHTBAR	\$ 635.00	STREAMLIGHT FLASHLIGHT.DC CHARGER	\$ 106.60
2 VERTEX CORNER LEDS (HD LAMPS)	\$ 140.00	TRUNK VALT STORAGE VAULT	\$ 1,255.00
2 VERTEX CORNER LEDS (TL LAMPS)	\$ 140.00		
2 WHELEN MIRROR LED R/B	\$ 545.00		
ION SERIES LED BLUE (GRILLE)	\$ 90.00		
ION SERIES LED RED (GRILLE)	\$ 90.00		
2 60" TRACER SINGLE COLOR (ROCKER)	\$ 1,396.00		
2 PI SEDAN INSTALATION KIT	\$ 67.00		

Total of C. Unpublished Options: \$ 5,518.92

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

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: 2 YR. REG. & DOC \$ (59.45)

G. Additional Delivery Charge: 251 miles \$ 439.25

H. Subtotal: \$ 32,920.92

I. Quantity Ordered 4 x K = \$ 131,683.68

J. Trade in: \$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE \$ 131,683.68





## PRODUCT PRICING SUMMARY

GOODBUY 18-18 8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: SCOTT PARKER

Phone: 409-880-9191

Email:

Email: gangelle.cowboyfleet@gmail.com

Product Description: 2019 FORD F-250 REG CAB

Date: October 17, 2018

A. Bid Item: A49

A. Base Price: \$ 22,532.00

### B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
X2A	3/4 TON EXT. CAB UPGRADE	\$ 2,335.00			
	AM/FM/CD/SYNC	\$ 550.00			
	BRAKE CONTROLLER	\$ 270.00			
	RUNNING BOARDS	\$ 350.00			
	REVERSE SENSING	\$ 270.00			
	6-SPD. AUTO				
	TRAILER TOW				
	6.2L V8				
	DEER SKIN DOG BOX (ATTACHMENT)	\$ 21,500.00			

Total of B. Published Options: \$ 25,275.00

Published Option Discount (5%) \$ (76.14)

### C. Additional Options [not to exceed 25%]

\$= 0.8 %

Options	Bid Price	Options	Bid Price
FRONT & REAR LINERS	\$ 182.80	2 EXTRA PROGRAMMED KEYS	\$ 200.00

Total of C. Unpublished Options: \$ 382.80

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

\$ -

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

\$ -

F. Contract Price Adjustment:

\$ (157.00)

G. Additional Delivery Charge: 0 miles

\$ -

H. Subtotal:

\$ 47,956.66

I. Quantity Ordered 1 x K =

\$ 47,956.66

J. Trade in:

\$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE

\$ 47,956.66

# 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:  
2018-430377

Date Filed:  
12/04/2018

Date Acknowledged:

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

silsbee ford  
SILSBEE, 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.

FY 2018/19  
2018-19 VEHICLES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	DONALSON, DREW	SILSBEE, TX United States	X	

5 Check only if there is NO Interested Party. ☐

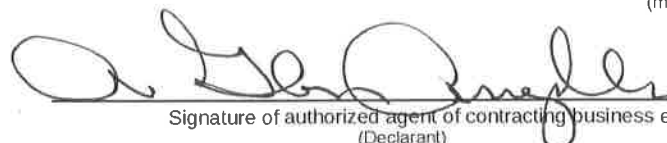
### 6 UNSWORN DECLARATION

My name is A Glen Angelle, and my date of birth is 3-26-58

My address is 1211 U.S. Hwy 96 N (street), SilsBee (city), Tx (state), 77656 (zip code), US (country)

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

Executed in Hardin County, State of Tx, on the 4 day of 12, 2018  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)



# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.1**

---

**Title:** Consider an ordinance amending Chapter 4, Code of Ordinances (2018 Edition), to adopt extended hours for the sale of alcoholic beverages. (Second Reading)

**Type:** Ordinance

**Governing Body:** City Council

**Agenda Date:** 12/20/2018

**Dept Director:**

**Cost:**

**Indexes:**

**Attachments:** Ordinance

**Department:** Administration

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### **Text of Legislative File 2018-6161**

Currently not all establishments in the City which sell alcoholic beverages are treated equally. Establishments that are located in the City, but also in Travis County are allowed to sell alcoholic beverages until 2:00 a.m. In contrast, establishments located in the City but in Williamson County, must close at 12:00 midnight, and at 1:00 a.m. on Sunday morning. In addition, establishments located in the adjacent cities of Pflugerville, Austin, Cedar Park, and Leander have the option of extended hours. This unequal regulation puts business establishments in Round Rock at a competitive disadvantage.

In the City election held a few weeks ago, Round Rock voters overwhelming approved a proposition that leveled the playing field by allowing the sale of mixed beverages city-wide. If adopted, this ordinance will allow all establishments within Round Rock to be governed by the same rules regarding hours of operation, and Round Rock establishments will not be at a competitive disadvantage with similar establishments located in surrounding cities.

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(a) Any person, firm, or corporation authorized to offer for sale alcoholic beverages within the city limits will do so only during the hours authorized under V.T.C.A., Alcoholic Beverage Code ch. 105.

(c) Pursuant to §105.05 of the Alcoholic Beverage Code, extended hours for the sale of beer are adopted, so that the holder of a retail dealer's on-premise late hours license may sell, offer for sale, and deliver beer between midnight and 2.am. on any day.

**A.** All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

**B.** The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

**C.** 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.

By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

1        **READ, PASSED, and ADOPTED** on first reading this \_\_\_\_ day of  
2 \_\_\_\_\_, 2018.

3 Alternative 2.

4        **READ** and **APPROVED** on first reading this the \_\_\_\_ day of  
5 \_\_\_\_\_, 2018.

6        **READ, APPROVED and ADOPTED** on second reading this the \_\_\_\_ day of  
7 \_\_\_\_\_, 2018.

8

9

10 \_\_\_\_\_  
11 CRAIG MORGAN, Mayor  
12 City of Round Rock, Texas

13 ATTEST:

14

15

16 \_\_\_\_\_  
17 SARA L. WHITE, City Clerk

18

18



# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.2**

---

**Title:** Consider an ordinance amending Chapter 8, Code of Ordinances (2018 Edition), regarding animals. (Second Reading)

**Type:** Ordinance

**Governing Body:** City Council

**Agenda Date:** 12/6/2018

**Dept Director:** Allen Banks, Police Chief

**Cost:**

**Indexes:**

**Attachments:** Ordinance - Redline, Staff Recommended Changes

**Department:** Police Department

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### **Text of Legislative File 2018-6037**

Chapter 8, Animals, of the City Code of Ordinances governs the keeping of animals in the City of Round Rock. The proposed changes to this ordinance replace the licensing of dogs and cats in the city with a requirement to microchip those animals, as well as establish a prohibition against leaving animals in any unattended vehicle. The proposed changes provide new regulations regarding the establishment and management of feral cat colonies and the keeping of bees within the City. In addition, residents authorized by the Chief of Police to keep exotic or wild animal must maintain them in conditions specified under state law. Finally, the proposed changes revise and update the fees, rates, and charges regarding the care of animals in the city.

**Sec. 8-91. Safety of animals in parked vehicles; removal if necessary.**

(a) It shall be unlawful to leave any animal in any standing or parked vehicle in such a way as to endanger the animal's health or safety. Any animal control officer or police officer is authorized to use reasonable force, including the breaking of a side window, to remove an animal from a vehicle whenever it appears the animal's health or safety is or soon will be endangered, and said neglected or endangered animal shall be impounded.

(b) It shall be unlawful to leave any animal in any standing or parked vehicle unless the animal is safely enclosed within the vehicle; and if the animal is in a standing or parked unenclosed vehicle, including but not limited to convertibles, pickup trucks, jeeps, and flatbed trucks, the animal shall be confined by a vented container or cage, or by rope, or other device, cross-tied to prevent the animal from falling or jumping from the motor vehicle or from strangling on a single leash.



ORDINANCE NO. O-2018-6037

AN ORDINANCE AMENDING CHAPTER 8, CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, REGARDING ANIMALS; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

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

I.

That Chapter 8, Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby replaced in its entirety and shall read as follows:

CHAPTER 8 ANIMALS

ARTICLE I. IN GENERAL

Sec. 8-1. Purpose and intent.

The purposes of this chapter are to promote the public health, safety, and general welfare of the citizens of the city and to ensure the humane treatment of animals by regulating the care and control of animals within the city.

Sec. 8-2. Definitions.

When used in this chapter, the following words, terms, and phrases, and their derivations shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Animal* means any live creature, both domestic and wild, except humans. The term "animal" includes fowl, fish, and reptiles.

*Animal control* means the animal control division of the city police department.

*Animal control officer* means an employee or agent of the city, designated by the chief of police to administer and enforce the licensing, inspection, and enforcement requirements contained within this chapter.

*Animal hospital* means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis, and treatment of animal diseases and injuries.

*Animal nuisance* means any nuisance arising out of the keeping, maintaining or owning of, or failure to exercise sufficient control of, an animal.

*Animal sShelter* means ~~any facility operated by the city for the temporary care, confinement and detention of animals and for the humane killing and other disposition of animals. The term shall also include any private or public facility authorized by the city to impound, confine, detain, care for or destroy any animal.~~ the Williamson County Regional Animal Shelter.

Apiary means a place where one or more bee hives are kept.

*At large* means that an animal is:

(1) On the premises of the owner and is not tied, staked, or restrained securely within an enclosure or fence capable of fully and totally securing the animal; or

(2) Off the premises of the owner, and is not on a leash under the immediate control of a person physically capable of restraining the animal or is not restrained securely within an enclosure or fence capable of fully and totally securing the animal.

Bee means any stage of the common domestic honey bee, *Apis mellifera* species.

Bee colony means a hive and related equipment and appurtenances including bees, comb, honey, pollen, and brood.

*Cat* means any member of the family *felis domestica*.

Collar mean any properly fitted collar constructed of nylon, leather, or similar material, specifically designed to be used for a dog.

*Cruelty* means any act or omission whereby unjustifiable physical pain, suffering or death of an animal is caused or permitted, including failure to provide proper drink, air, space, adequate shelter or protection from the elements, a sanitary and safe living environment, veterinary care, or nutritious food in sufficient quantity. In the case of activities where physical pain is necessarily caused, such as in medical and scientific research, food processing, customary and normal veterinary and agricultural husbandry practices, pest elimination, and animal training and hunting, "cruelty" shall mean a failure to employ the most humane method reasonably available.

*Dangerous animal* means one that has made an unprovoked attack on a human being or another animal. A dangerous animal does not include guard or attack dogs as defined in this section, as long as such guard or attack dogs are restrained and confined in compliance with article IX of this chapter.

*Disposition* means adoption, quarantine, voluntary or involuntary custodianship or placement, or euthanasia humanely administered to an animal. The term "disposition" includes placement or sale of an animal to the general public, or removal of animal from any pet shop to any other location.

*Dog* means any member of the family *canis familiaris*.

*Domestic animal* includes livestock, caged or penned fowl, pigeons, normal household pets, such as but not limited to dogs, cats, cockatiels, ferrets, hamsters, guinea pigs, gerbils, rabbits, fish, or small nonpoisonous reptiles or nonpoisonous snakes.

*Exotic or wild animal.*

(1) The term "exotic or wild animal" means any live monkey, alligator, crocodile, cayman, raccoon, opossum, skunk, fox, wolf, hybrid wolf, sea mammal, bear, poisonous venomous snake, nonhuman primate, prairie dog, African Serval, member of the feline species other than domestic cat (*felis domesticus*), member of the canine species other than domestic dog (*canis familiaris*) or any other animal that would require a standard of care and control greater than that required for customary household pets sold by commercial pet shops or livestock.

(2) The term "exotic or wild animal" does not include domestic cats (excluding hybrids with ocelots or margays), domestic dogs (excluding hybrids with wolves, coyotes or jackals), farm animals, rodents, and captive-bred species of common cage birds.

Feral cat means any member of the species felis catus that is undomesticated, wild, homeless, untamed, or otherwise unaccustomed to human interaction. Other common names include stray cat, barn cat, or community cat.

Feral cat colony means any population of two or more feral cats that have been released into an area as part of a trap, neuter, and return program.

Flyway barrier means a solid wall, fence, dense vegetation, or combination of these materials at least six feet high that extends at least 10 feet beyond the hives on each end of the colony.

*Fowl* means any goose, pheasant, chicken, prairie chicken, peacock, guinea, duck, turkey, and other normally undomesticated fowl.

*Guard or attack dog* means a dog trained to attack on command or to protect persons or property, and who will cease to attack upon command.

Hive means a structure intended to house a bee colony.

*Impoundment* means the taking into custody of an animal by any police officer, animal control officer, or any authorized representative thereof.

*Livestock* means any horse, stallion, mare, gelding, filly, colt, mule, hinny, jack, jenney, all species of swine, sheep, goat, llama, all species of cattle, or an emu, ostrich, or rhea.

*Muzzle* means a device constructed of strong, soft material or of metal, designed to fasten over the mouth of an animal to prevent the animal from biting any person or other animal.

Microchip means an identifying integrated circuit placed under the skin of an animal. which uses passive RFID (Radio Frequency Identification) technology to identify the animal.

~~Organized sporting or recreational event means any event which is held on a playing field or other area located at a city-owned park or other city-owned property, and which requires the participants to obtain prior approval of the parks and recreation department of the city for the use of the city-owned park or other property.~~

*Owner* means any person or persons, firm, association or corporation, having temporary or permanent custody of, sheltering or having charge of, harboring, exercising control over, or having property rights to, any animal covered by this chapter, including the caretaker of a feral cat colony. An animal shall be deemed to be harbored if it is fed or sheltered for three or more consecutive days.

~~Playing field or area shall mean any portion of a city-owned park or other city-owned property on which the participants in a sporting or recreational event may engage in an authorized activity, and includes but is not limited to any areas designated for spectators to view said event, areas where participants may rest while not engaged in said event, and any area where concession stands are situated.~~

Properly fitted means, with respect to a collar used for a dog, a collar that (a) is the appropriate size for the dog based on the dog's size and body weight, (b) does not choke the dog or impede

the dog's normal breathing or swallowing, and (c) is attached to the dog in a manner that does not allow for escape and does not cause pain or injury to the dog.

*Public nuisance animal* means any animal that unreasonably annoys humans, endangers the life or health of persons or other animals, or substantially interferes with the rights of citizens, other than their owners, to enjoyment of life or property. The term "public nuisance animal" shall include, but not be limited to:

(1) Any animal that is found running at large more than three times in a 12-month period;

(2) Any dog in a park or public recreation area unless the dog is controlled by a leash or similar physical restraint;

(3) Any animal that damages, soils, defiles, or defecates on any property other than that of its owner;

(4) Any animal ~~found to be in violation of section 14-213~~ that makes disturbing noises, including but not limited to continued and repeated howling, barking, whining, or other utterances causing unreasonable annoyance, disturbance, or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored;

(5) Any animal that causes fouling of the air by noxious or offensive odors and thereby creates unreasonable annoyance or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored;

(6) Any animal in heat that is not confined so as to prevent attraction or contact with other animals;

(7) Any animal, whether or not on the property of its owner, that without provocation molests, attacks, or otherwise interferes with the freedom of movement of persons in a public right-of-way;

(8) Any animal that chases motor vehicles in a public right-of-way;

(9) Any animal that attacks a domestic animal;

(10) Any animal that causes unsanitary conditions in enclosures or surroundings where that animal is kept or harbored;

(11) Any animal that is offensive or dangerous to the public health, safety or welfare by virtue of the number of animals maintained at a single residence or the inadequacy of the facility.

*Riding stable/school or academy* means a camp or school where horseback riding is taught on a regular basis for financial gain.

*Sanitary* means a condition of good order and cleanliness to minimize the possibility of disease transmission.

*Shelter* means a clean and sturdy structure that provides the animal with protection from rain, hail, sleet, snow, subfreezing temperatures, sun and excessive heat and is large enough to allow the animal to stand erect, sit, turn around, and lie down in a normal manner.

1 Tract means a contiguous parcel of land under common ownership.

2 *Under restraint* means that an animal is secured by a leash, or securely enclosed within the real  
3 property limits of the owner's premises.

4 **Sec. 8-3. Nuisances.**

5 It shall be unlawful for any person to keep any animal on any property located within the  
6 corporate limits of the city when the keeping of such animal constitutes a public nuisance or  
7 menace to public health or safety.

8 **Sec. 8-4. Keeping of exotic or wild animals.**

9 It shall be unlawful for anyone to own, harbor, maintain, have in their possession, have on their  
10 premises or under their control, or permit at large any exotic or wild animal without the written  
11 permission of the chief of police. Such permission shall be given only if it is demonstrated to the  
12 satisfaction of the chief of police that the animal will not constitute a threat to public health or  
13 safety. If evidence is presented to the chief of police that an exotic or wild animal is constituting a  
14 threat to public health or safety, the chief shall have the discretion to revoke previously granted  
15 permission to own or keep said animal. The owner of a dangerous wild animal as defined in Sec.  
16 822.101 of the Texas Health and Safety Code shall comply with the provisions of Chapter 822,  
17 Subchapter E of the said Code.

18 **Sec. 8-5. Limit on number of animals permitted.**

19 It shall be unlawful for any person to keep animals within the city of such a number that the  
20 animals constitute a public nuisance or menace to public health or safety.

21 **Sec. 8-6. Limitations on number of fowl.**

22 (a) This section shall not apply to property zoned AG or SF-R.

23 (b) It shall be unlawful to own or keep fowl within the corporate limits of the city unless the  
24 number is limited and they are kept in enclosed pens as set forth below:

25 (1) If fowl are confined within an enclosed pen which is located 50 feet or more from any  
26 building or dwelling occupied by any person other than the owner of the fowl, the number  
27 of fowl is limited to no more than ten.

28 (2) If fowl are confined within an enclosed pen which is located less than 50 feet, but  
29 more than 25 feet from any building or dwelling occupied by any person other than the  
30 owner of the fowl, the number of fowl is limited to no more than five.

31 **Secs. 8-7—8-30. Reserved.**

32 **ARTICLE II. LIVESTOCK**

33 **Sec. 8-31. Keeping of livestock.**

34 (a) This article shall not apply to property zoned AG or SF-R.

(b) It shall be unlawful for any person to keep livestock within the corporate limits of the city unless the livestock is being kept in accordance with the following restrictions:

(1) Livestock shall be kept on a parcel of land that is at least one acre in size.

(2) There shall be no more than one unit (as defined below) of livestock for the first acre of land. There shall be no more than one additional unit of livestock for each additional one-half acre of land in the same parcel. For the purpose of this section, units of livestock shall be defined as follows:

a. The following types of livestock shall be counted as one head equals one unit: horse, stallion, mare, gelding, filly, colt, mule, hinny, jack, jenny, llama, and all species of cattle;

b. The following types of livestock shall be counted as one head equals one-half of a unit: all species of swine; and

c. The following types of livestock shall be counted as one head equals one-fifth of a unit: sheep, goat, emu, ostrich and rhea.

(3) No livestock shall be permitted to graze, forage, or otherwise roam within 50 feet of any dwelling, residence, or structure used for human occupancy (other than the livestock owner's dwelling or residence).

(4) Barns, stables, corrals, sheds, pens or other similar structure where livestock may be housed, fed, or confined, or where food for livestock is stored shall not be located within 150 feet of any residence, business or commercial establishment or office (other than the livestock owner's residence, business or commercial establishment or office), grocery store, school building, church, hospital, nursing home, or restaurant or other food service establishment.

(5) Livestock shall be enclosed with adequate fences or barriers that will prevent such livestock from damaging shrubbery or other property situated on adjacent property. Such fences or barriers shall be sufficient to prevent the livestock from escaping the enclosure.

(6) The owner keeping any livestock shall keep all yards, barns, pens, stables, sheds or other enclosures in which such animals are confined in such a manner so as not to give off odors offensive to persons of ordinary sensibilities in the immediate vicinity, or to breed or attract flies, mosquitoes or other noxious insects or rodents, or in any manner to endanger the public health, safety, or welfare, or to create a public nuisance. All yards, barns, pens, stables, sheds or other enclosures in which livestock is confined shall be of a size to allow said animals sufficient space to move freely and not endanger the health, safety, or welfare of the animal or animals.

(7) Subsections (b)(1) through (4) of this section shall not apply to a licensed veterinarian at the veterinarian's place of business or a riding stable/school or academy.

#### **Sec. 8-32. Unlawful for livestock to be at large.**

It shall be unlawful for any livestock to be at large off the property of the owner of the livestock. The owner of the livestock found to be at large shall be responsible for the offense and no culpable mental state is required.

**Sec. 8-33. Impoundment of livestock.**

Animal control officers are authorized to impound all livestock in violation of sections 8-31 and 8-32, subject to terms and conditions established throughout this chapter. Livestock will be held by a private contractor with the owner being responsible for all impound, transportation, boarding, feeding and any other expenses incurred in impounding the livestock. All fees and charges must be paid prior to release of the livestock.

**Sec. 8-34. Liability.**

To ensure the public safety and to avoid serious accidents, any livestock that is in danger of getting on a public roadway will be tranquilized if possible or in extreme cases destroyed by police officers or animal control officers. If it is necessary to tranquilize or destroy livestock to prevent property damage or injuries, the city will not be liable for damages to the owners of said livestock.

**ARTICLE III. EDUCATIONAL EXEMPTION PERMIT**

**Sec. 8-57. Exemption for educational purposes.**

Sections 8-31(b)(1) through (4) and 8-6 shall not apply to school-age children enrolled in a public or private school which offers Future Farmers of America (FFA) and/or 4-H Club programs in which the class participants are required or allowed to raise project animals for education, show or profit purposes as long as said children have a valid permit issued pursuant to Section 8-58 and in effect at the time.

**Sec. 8-58. Permit.**

(a) In order to qualify for the above exemption, the students are required to:

(1) Apply for an annual FFA/4-H project permit. Said application shall be signed by the student, the student's parent or guardian, and the student's FFA/4-H teacher/instructor.

(2) Provide proof of enrollment in one of the listed school programs.

(3) Provide proof that the animals being kept are an integral part of the student's participation in one of the listed school programs.

(4) Allow inspection by an animal control officer of the pens, cages, or other facilities and property on which the animals are to be kept before issuance of the permit and at any reasonable time requested thereafter.

(b) A permit issued under this section shall be valid only upon the premises identified on the permit and is nontransferable to any other location or person.

(c) A permit issued under this section shall expire no later than 12 months from the date of issuance, no later than the day the qualifying person ceases to be an active member in good standing with the listed school program or no later than the day said permit is revoked as provided below, whichever should occur first.

(d) An animal control officer may deny the issuance of a permit or revoke a permit previously issued based on any one of the following:

(1) False information is provided on the application for the permit.

(2) Two or more convictions for violations of this article by the student or the student's parent or guardian.

(3) If the animal control officer determines, in the officer's sole judgment, that the animals cannot be or are not being kept at the location in a manner which does not create a nuisance, public health hazard or otherwise violate any other provision of this article.

(4) Graduation of the student from high school or the student otherwise not being enrolled in good standing in the listed school program.

#### ARTICLE IV. CARING FOR ANIMALS

##### Sec. 8-90. Basic care for animals.

It shall be unlawful for the owner or custodian of any animal to refuse or fail to provide such animal with sufficient wholesome and nutritious food, potable water, veterinary care when needed to prevent suffering, humane care and treatment, ~~or to unnecessarily expose any~~ and adequate shelter to protect such animal ~~in from~~ hot, stormy, cold or inclement weather.

##### Sec. 8-91. Safety of animals in parked vehicles; removal if necessary.

(a) It shall be unlawful to leave any animal unattended in any enclosed standing or parked vehicle ~~in such a way as to endanger the animal's health or safety for any length of time~~. Any animal control officer or police officer is authorized to use reasonable force, including the breaking of a side window, to remove an animal from a vehicle whenever it appears the animal's health or safety is or soon will be endangered, and said neglected or endangered animal ~~shall~~ may be impounded.

(b) It shall be unlawful to leave any animal in any unenclosed standing or parked vehicle ~~unless the animal is safely enclosed within the vehicle; and if the animal is in a standing or parked unenclosed vehicle, including but not limited to such as~~ convertibles, pickup trucks, jeeps, and flatbed trucks, unless the animal ~~shall be~~ is confined by a vented container or cage, or by chain, rope, or other device cross-tied to prevent the animal from falling or jumping from the motor vehicle or from strangling on a single leash.

##### Sec. 8-92. Abandonment of animals.

It shall be unlawful for any owner or custodian of any animal to willfully abandon such animal on any street, road, highway or public place, or on private property when not in the care of another person.

##### Sec. 8-93. Unsupervised animals.

If an animal control officer determines that an animal is or will be without proper care because of the owner's injury, illness, incarceration, or other involuntary absence, the animal control officer may impound such animal until reclaimed by its owner. The owner is responsible for all costs associated with the impoundment and must pay all costs before the animal is released. If the animal is not reclaimed by the owner within ~~five days~~ 72 hours from the date of impoundment, the animal shall become the property of the ~~city~~ Animal sShelter.

##### Sec. 8-94. Cages, pens, and enclosures.

Cages, pens and enclosures used to confine animals shall be of sufficient size to maintain all of the animals within such enclosure comfortably and in good health. Said cages, pens and



enclosures shall be of a proper material to securely contain all of the animals within such enclosures at all times.

**Sec. 8-95. Rabies vaccination.**

- (a) It shall be unlawful for the owner of a dog or cat, or caretaker of a feral cat colony to fail to inoculate the dog or cat from rabies.
- (b) It shall be unlawful for a dog or cat to be present in the city and not be vaccinated against rabies. Every owner of a dog or cat shall furnish proof of rabies vaccination upon request by an animal control officer. Failure to furnish proof upon request shall create a presumption that the animal has not been vaccinated for rabies. The owner of the animal shall be responsible for the offense and no culpable mental state is required

**Sec. 8-96. Ill or injured animals.**

If in the reasonable opinion of an animal control officer or police officer an animal's life is endangered due to illness or injury, the animal may be humanely euthanized after a reasonable attempt is made to contact the animal's owner.

**Secs. 8-~~95~~97—8-116. Reserved.**

**ARTICLE V. CRUELTY TO ANIMALS**

**Sec. 8-117: Unlawful actions.**

It shall be unlawful for any person to willfully or maliciously strike, beat, abuse, or intentionally run down with a vehicle any animal, or otherwise engage in any act to cause or inflict unnecessary pain, injury, suffering, or death to such animal; except that reasonable force may be used to drive away vicious or trespassing animals. It shall be unlawful to tease, annoy, disturb, molest or irritate any animal that is confined to the owner's premises.

**Sec. 8-118. Poisonous substances.**

It shall be unlawful for any person, except a licensed veterinarian for humanitarian purposes, to administer poison to any animal, or knowingly leave any poisonous substance of any kind or ground glass in any place with the intent to injure any animal. The provisions of this section are not applicable to licensed exterminators using poisons as part of a pest control program or the use of commercial insecticides and rodent baits used to control insects and wild rodents.

**Sec. 8-119. Violation.**

If any person is found guilty of having violated any part of this article, any license or permit held by such person under this chapter shall be automatically revoked.

**Secs. 8-120—8-136. Reserved.**

**ARTICLE VI. SANITATION**

**Sec. 8-137. Maintaining sanitary conditions on public property.**

It shall be unlawful for any owner or custodian of any animal to cause or allow such animal to soil, defile or defecate on any public property or upon any street, sidewalk, public way, play area or common grounds owned jointly by the members of a homeowners or condominium association, or upon private property other than that of the owner, unless such owner or custodian

1 immediately removes and disposes of all feces deposited by such animal by the following  
2 methods:

3 (1) Collection of the feces by appropriate implement and placement in a paper or plastic  
4 bag or other container; and

5 (2) Removal of such bag or container to the property of the animal owner or custodian  
6 and disposition thereafter in a manner as otherwise may be permitted by law.

7 **Sec. 8-138. Maintaining sanitary conditions of private property.**

8  
9 It shall be unlawful for any person owning, harboring or keeping an animal within the city to permit  
10 any waste matter from the animal to collect and remain on the property of the owner or custodian,  
11 or on the property of others so as to cause or create an unhealthy, unsanitary, dangerous or  
12 offensive living condition on the owner's or custodian's property, ~~or to abutting property of others,~~  
13 or to the animal.

14  
15 **Sec. 8-139. Maintaining sanitary conditions.**

16  
17 It shall be unlawful for any person owning, harboring, keeping, or in charge of any animal to  
18 cause unsanitary, dangerous, or offensive conditions by virtue of the size or number of animals  
19 maintained at a single location or due to the inadequacy of the facilities.  
20

21 **ARTICLE VII. LICENSING MICROCHIPPING OF DOGS AND CATS**

22  
23 **Sec. 8-162. License Microchip required.**

24  
25 (a) It shall be unlawful for any person to own, keep, or harbor any dog or cat over the age of four  
26 months within the city unless such dog or cat has been microchipped. ~~been issued a valid,~~  
27 ~~current license by microchip registered with the city.~~

28  
29 (b) It shall be an affirmative defense to prosecution under subsection (a) of this section that the  
30 animal was a feral cat participating in a trap, neuter, and return program approved by the city.

31  
32 (c) It shall be an affirmative defense to prosecution under subsection (a) of this section that the  
33 animal has been in the city for less than thirty days.  
34

35 **Sec. 8-163. Application Registration Deadlines for Microchipping.**

36  
37 ~~Application for Registration of such license microchip shall be made by the owner to the city~~  
38 ~~within ten 30 days after acquiring any dog or cat over four months of age or within ten 30 days~~  
39 ~~after a dog or cat becomes four months of age, provided that any owner moving to the city for the~~  
40 ~~purpose of establishing residence or becoming a resident as a result of any annexation, and~~  
41 ~~otherwise required to obtain a license microchip, shall have until ten 30 days after moving or~~  
42 ~~annexation to obtain and register such a license microchip. The owner of a dog or cat over the~~  
43 ~~age of four months shall microchip said animal within 30 days of the animal attaining the age of~~  
44 ~~four months. The owner of a dog or cat that has moved into or been annexed by the city shall~~  
45 ~~microchip said animal within 30 days of moving to or being annexed by the city.~~  
46

47 **Sec. 8-164. Proof of rabies vaccination required.**

48  
49 ~~(a) All owners applying for a license registering a microchip must present a written certificate of~~  
50 ~~anti-rabies vaccination by a registered veterinarian duly licensed to practice by the Texas Board~~  
51 ~~of Veterinary Medical Examiners, or must otherwise show to the satisfaction of the licensing~~  
52 ~~registration authority of the city that the animal for which the license microchip is being obtained~~  
53 ~~has been inoculated against rabies in compliance with Texas Admin. Code § 169.29. Said~~  
54 ~~certificate must show the name and address of the owner of said dog or cat containing a~~

description of the color, breed, sex and weight of said dog or cat together with the kind and amount of vaccine used and the date of administration, and certifying that said dog or cat was so vaccinated and immunized against rabies.

(b) It shall be unlawful for a dog or cat to be present in the city and not be vaccinated against rabies. Every owner of a dog or cat shall furnish proof of rabies vaccination upon request by an animal control officer. Failure to furnish proof upon request shall create a presumption that the animal has not been vaccinated for rabies. Additionally, an animal found in violation of section 8-170 shall create a presumption that the animal has not been vaccinated against rabies. The owner of the animal shall be responsible for the offense and no culpable mental state is required.

#### **Sec. 8-164. Updating microchip ownership information.**

It shall be unlawful for the owner of a dog or cat to fail to keep the microchip ownership information updated.

#### **Sec. 8-165. Proof of sterilization.**

Any owner claiming that his dog or cat has been spayed or neutered must show to the satisfaction of the licensing registration authority of the city that such operation has been performed.

#### **Sec. 8-166. Payment of License microchipping fee.**

A license microchipping fee shall be paid at the time of making application registration as required by the licensing registration authority of the city. The fee schedule per animal licensed microchipped shall be as currently established or as hereafter adopted by resolution of the city council from time to time.

#### **Sec. 8-167. Expiration and renewal.**

A dog or cat's license registered microchip shall be valid for one year after the date it was issued the duration of its issuance and shall be renewed no later than the date of its expiration if ownership of said animal is transferred, or the microchip malfunctions or is damaged or destroyed.

#### **Sec. 8-168. Exemption from License microchipping fee.**

License Microchipping fees shall not be required for seeing-eye dogs, government police dogs, or dogs belonging to a nonresident of the city and kept within the boundaries of the city for not longer than ten days, provided that all dogs of nonresidents shall at the time of entry into the city be properly vaccinated against rabies, and while kept within the city, meet all other requirements of this chapter. Service dog means a dog that is professionally and specifically trained to aid or assist physically disabled persons by an organization recognized as reputable and competent in training such animals when the dog is owned and used for that purpose by a physically disabled person who has satisfactorily completed a specific course of training in the use of the dog. Any owner claiming any of these exemptions has the burden of proving to the satisfaction of the licensing registration authority that the dog or cat in question is entitled to such exemption.

#### **Sec. 8-169. Issuance of License Tagsmicrochips.**

Upon payment and acceptance of the license microchip fee and proof of rabies vaccination, either the licensing registration authority of the city or a licensed veterinarian shall issue a durable license tag microchip, stamped with the year of issuance and animplanted with the unique identification number for the animal for which the license microchip has been obtained.

1 **~~Sec. 8-170. Requirement that Tags be Worn~~microchips be registered.**

2  
3 ~~It shall be unlawful for any dog or cat for which the owner is required to obtain a license~~ microchip  
4 ~~to not wear a register and update the valid license tag microchip with their current contact~~  
5 ~~information at all times. securely attached to a collar around the neck of the dog. Cats are not~~  
6 ~~required to wear a license tag.~~

7  
8 **~~Sec. 8-171. Use of License Tags~~microchips.**

9  
10 ~~It shall be unlawful for any person to use a license~~ microchip ~~for any animal other than the animal~~  
11 ~~for which the license~~ microchip ~~was issued. It shall also be unlawful for any person to remove~~  
12 ~~from the neck of any dog or cat the license tag issued~~ implanted microchip ~~pursuant to this article,~~  
13 ~~or alter such tag~~ microchip ~~in any manner.~~

14  
15 **~~Sec. 8-172. Change of ownership.~~**

16  
17 ~~If there is a change in ownership of a licensed microchipped dog or cat, the new owner shall have~~  
18 ~~the license transferred~~ microchip registered ~~to his name. Application for such transfer shall be~~  
19 ~~made to the licensing~~ registration ~~authority of the city, and be accompanied by the required fee.~~

20  
21 **~~Section 8-173: Lost~~ Malfunctioning or destroyed Tags microchips.**

22  
23 ~~If such tag~~ microchip ~~is lost malfunctioning or destroyed, the owner shall apply to either the~~  
24 ~~licensing~~ registration ~~authority of the county or registered veterinarian for a new tag~~ microchip ~~by~~  
25 ~~presentation of the applicable vaccination registration certificate accompanied by the required~~  
26 ~~fee.~~

27  
28 **~~Secs. 8-174~~165—8-199. Reserved.**

29  
30 **ARTICLE VIII. RESTRAINT AND CONFINEMENT GENERALLY**

31  
32 **Sec. 8-200. Restraint of animals.**

33 (a) It shall be unlawful for any animal to be at large. An owner of an animal found to be at large  
34 shall be responsible for the offense and no culpable mental state is required.

35 (b) It shall be an affirmative defense to prosecution under subsection (a) of this section that the  
36 animal was a feral cat participating in a trap, neuter, and return program approved by the city.  
37 ~~The term "feral cat" means any homeless, wild, or untamed cat.~~

38 **Sec. 8-201. Cats exempt from leash.**

39 Although cats shall be exempt from any leash requirements, it shall be unlawful for any owner of  
40 a cat to allow said cat to stray onto the property of anyone except the owner. Any cat found  
41 straying onto the property of anyone except the owner shall be deemed a public nuisance and  
42 shall be subject to impoundment.

43 **Sec. 8-202. Tying or staking.**

44 (a) It shall be unlawful for any animal to be tied or staked upon any open or unfenced lot or land  
45 in a manner which allows the animal to come within ten feet of any street, park or other public  
46 land or within ten feet of any sidewalk, public passageway or building. An animal tied or staked in  
47 violation of this subsection shall be considered at large in violation of section 8-200.

(b) If an animal is tied or staked, regardless of location, it shall be unlawful for the tie, ~~or tether or chain~~ securing the animal to be less than ten feet in length or less than five times the length of the animal, whichever is longer. ~~If a chain is used, it shall be unlawful for the chain to weigh more than one-quarter the weight of the animal.~~ It shall be unlawful to tie, tether, ~~chain~~, stake or fasten an animal in such a manner as to cause it injury or pain or not permit it to reach shelter, food or water. The owner of the animal or the person actually tying or staking the animal shall be responsible for the offense.

(c) Any collar used on a dog shall be a properly fitted collar. It shall be unlawful to use a collar that is a pinch-type, prong-type, a choke-type collar.

(d) It shall be unlawful for any person to use a metal chain to tie or stake an animal.

#### **Sec. 8-203. Invisible and electronic fences.**

(a) It shall be unlawful to use an invisible or electronic fence as the sole method to restrain an animal in accordance with this article unless the following conditions are complied with:

(1) A sign must be posted within restraint area that indicates an animal is being restrained by an invisible or electronic fence and the type of animal being restrained. This sign must be clearly visible from the street or other public place outside of the restraint area.

(2) The invisible or electronic fence must be aligned in a manner which does not allow the animal to come within ten feet of any street, park or other public land or within ten feet of any sidewalk, public passageway or building.

(b) An animal restrained in violation of this article shall be considered at large in violation of section 8-200.

#### **Section 8-204: Restraint of dogs.**

Any dog, while on a street, sidewalk, public way in any park, public square, or other public space shall be restrained and secured by a leash or chain of sufficient tensile strength to restrain the particular dog. Said leash or chain shall not be longer than 25 feet in a public park and shall not be longer than six feet on or in any other place. An animal that is not restrained in compliance with this section shall be considered at large in violation of section 8-200. This section shall not apply to a dog that is within the fenced area of a designated leash-free dog park.

#### **Sec. 8-205. Preventing an animal from becoming a public nuisance.**

It shall be unlawful for any owner or custodian of any animal to fail to exercise proper care and control of such animal to prevent the same from becoming a public nuisance.

#### **Sec. 8-206. Restraint when animal in heat.**

Every female dog or cat in heat shall be confined in a building or other enclosure in such a manner that such female dog or cat cannot come into contact with another animal except for planned breeding. It shall be an affirmative defense to prosecution under this section that the dog or cat has been spayed.

#### **Sec. 8-207. Quarantining of animals exposed to rabies.**

Any dog or cat that has rabies, or symptoms thereof, or that is suspected of having rabies, or that has been exposed to rabies, shall be handled in a manner consistent with state law regarding the disposition of animals exposed to rabies. It shall be unlawful for any owner to fail to comply with a quarantine requirement or condition, including a home quarantine authorized by an animal control officer. If an owner fails to comply, in addition to any criminal penalties, the animal shall be immediately seized and impounded.

#### **Sec. 8-208. Dogs permitted in outdoor dining areas.**

A food establishment, as defined in Chapter 18, may permit a customer to be accompanied by a dog in an outdoor dining area if:

- (1) The food establishment posts a sign in a conspicuous location stating that dogs are allowed in the outdoor dining area;
- (2) The customer and the dog access the outdoor dining area directly from the exterior of the food establishment;
- (3) The dog does not enter the interior of the food establishment;
- (4) The customer keeps the dog on a leash and controls the dog;
- (5) The customer does not allow the dog on a seat, table, countertop, or similar surface; and
- (6) In the outdoor dining area, the food establishment does not:
  - a. Prepare food; or
  - b. Permit open food, except for food that is being served to a customer.

#### ~~Section 8-209: Prohibiting Dogs at Sporting and Recreational Events~~

~~It shall be unlawful for an owner any of dog to allow said dog to be situated or remain within 100 feet of any playing field or area at a city-owned park or other city-owned property while an organized sporting or recreational event is in progress on said playing field or area. Evidence that the dog was restrained by a leash, chain, rope, voice command, cage, or any other means is no defense to an offense under this section.~~

#### **Secs. 8-~~210~~209—8-226. Reserved.**

### **ARTICLE IX. RESTRAINT OF GUARD DOGS**

#### **Sec. 8-227. Confinement of guard dogs.**

Every owner of a guard or attack dog shall keep such dog confined in a building, compartment or other enclosure. Any such enclosure shall be completely surrounded by a fence at least six feet in height and shall be topped with an anti-climbing device constructed of angle metal braces with at least three strands of equally separated barbed wire stretched between them.

#### **Sec. 8-228. Areas of confinement.**

All anti-climbing devices shall extend inward at an angle of not less than 45 degrees nor more than 90 degrees when measured from the perpendicular. The areas of confinement shall all have gates and entrances thereto securely closed and locked, and all fences properly maintained and escape proof.

**Sec. 8-229. Warning sign required.**

It shall be unlawful for any person to leave any guard or attack dog unattended in any place inside any building unless a warning sign has been placed in a clearly visible location at the premises, located so that it can be seen by any person before entering the premises, warning that a guard or attack dog is present. It shall be unlawful for any person to leave any guard or attack dog unattended in any place outside a building without a warning sign placed in a clearly visible location at the premises, located so that it can be seen by any person before entering the place to which the dog has access, warning that a guard dog or attack dog is present.

**Sec. 8-230. Exemption.**

The provisions of this article shall not apply to dogs owned or controlled by government law enforcement agencies.

**ARTICLE X. DANGEROUS ANIMALS**

**Sec. 8-254. Nuisance declared.**

It is hereby declared to be a public nuisance for an owner or other person to harbor, keep, or maintain a dangerous animal in the city unless the owner complies with the requirements of this article.

**Sec. 8-255. Offense.**

It shall be unlawful for any person to own, keep, or harbor a dangerous animal within the city. For purposes of this article, a person is the owner of a dangerous animal when the owner knows of an unprovoked attack committed by the animal against a person or another animal, or when the animal has been determined to be dangerous by the court under this article or any other court or determining body.

**Sec. 8-256. Defenses.**

In response to the determination that an animal is a dangerous animal, it is an affirmative defense that:

(1) The threat, injury, or damage was sustained by a person who at the time was committing a willful trespass or other tort upon the premises occupied by the owner of the animal;

(2) The person was teasing, tormenting, abusing, or assaulting the animal or has in the past been observed or reported to have teased, tormented, abused, or assaulted the animal;

(3) The person was committing or attempting to commit a crime;

(4) The animal attacked or killed was at the time teasing, tormenting, abusing or attacking the alleged dangerous animal;

(5) The animal was protecting or defending a person within the immediate vicinity of the animal from an unjustified attack or assault;



(6) The animal was injured and responding to pain; or

(7) The animal was protecting its offspring, itself, or its kennelmates.

### **Sec. 8-257. Complaints.**

Should any person desire to file a complaint concerning an animal which is believed to be a dangerous animal, a sworn, written complaint must first be filed with an animal control officer containing the following information or as much information as is known to the complainant:

(1) Name, address, and telephone number of complainant and other witnesses;

(2) Date, time, and location of any incident involving the animal;

(3) Description of the animal;

(4) Name, address, and telephone number of the animal's owner, if known;

(5) A statement describing the facts upon which such complaint is based; and

(6) A statement describing any incidents where the animal has exhibited dangerous propensities in past conduct, if known.

### **Sec. 8-258. Investigation.**

After a sworn complaint is filed with the animal control officer, the animal control officer shall investigate the complaint and if there be sufficient evidence to believe the animal is dangerous, the animal control officer may file a complaint with the Municipal Court of the City of Round Rock and request the judge of the municipal court to set a time and place for a hearing for a determination.

### **Sec. 8-259. Hearing.**

(a) *Jurisdiction.* The jurisdiction for the determination of a dangerous animal in a proceeding brought under this article shall be vested in the Round Rock Municipal Court.

(b) *Notice.* If a complaint or application for a hearing or warrant is filed by an animal control officer with the municipal court, the clerk of the court shall set the case for a hearing and shall give notice of the hearing to the owner of the animal in the complaint by personal service or certified mail, return receipt requested, a least ten days prior to the hearing date. Personal service may be completed by the animal control officer.

(c) *Impoundment pending hearing.* If the animal has not already been impounded, the animal control officer shall seize and impound the animal upon personal service of the notice of hearing on the owner, or three days after the notice of hearing is mailed to the owner by certified mail, return receipt requested. It shall be unlawful for a person to possess and fail to release to an animal control officer an animal that has been made the subject of a hearing under this article. No person shall be allowed to reclaim the animal while a hearing under this article is pending.

(d) *Purpose of hearing.* The purpose of the hearing is for the court to determine if the animal specified in the complaint is a dangerous animal.

(e) *Result of hearing.*



1 (1) If the court finds that the animal is a dangerous animal:

2 a. The court shall order that the animal be destroyed or permanently removed  
3 from the city, based on the least restrictive means necessary to protect the public  
4 health, safety, and welfare of the community according to all of the evidence  
5 presented.

6 b. If the owner is not present at the hearing, the clerk shall notify the owner of  
7 that decision as well as the ordered disposition of the animal, by personal service  
8 or certified mail, return receipt requested. Personal service may be completed by  
9 the animal control officer.

10 c. The court shall order that the owner of the animal pay any fees due for the  
11 impoundment of the animal ~~within 30 days of the order~~prior to the release of the  
12 animal.

13 d. If the court orders the removal of the animal from the city, the owner shall have  
14 five days from the date of the order to remove the animal. The owner must  
15 provide proof of the removal to both the court and animal control within five days  
16 after the deadline to remove. Proof of removal shall be considered adequate if  
17 and only if it includes both the address of the animal's new permanent location,  
18 as well as the new owner's information if applicable. If adequate proof is not  
19 provided to the court within the required time, an animal control officer shall  
20 investigate and if the animal is found within the city, the animal control officer  
21 shall be authorized to immediately seize and impound the animal. Upon  
22 impoundment of such animal, the animal becomes the property of the city and it  
23 shall be humanely destroyed. If the animal has been previously removed from  
24 the city or is not present in the city on the date of the hearing, not including the  
25 placement of the animal in the aAnimal sShelter, the court shall order that the  
26 animal shall be permanently banned from the city and not be allowed to return.  
27 Failure to comply with these provisions in a timely manner will result in immediate  
28 forfeiture of ownership of the animal and the animal becomes the property of the  
29 aAnimal sShelter.

30 e. If the court orders the destruction of the animal, the clerk or the animal control  
31 officer shall notify the facility where the animal is kept.

32 (2) If the court finds that the animal is not a dangerous animal, the animal shall be  
33 released to the owner upon payment by the owner of any fees due.

34 (f) *Unlawful to disobey court order.* It shall be unlawful for a person to possess and fail to release  
35 an animal that has been ordered destroyed or removed by the court to an animal control officer. If  
36 a removed animal is found within the city, it shall be impounded and become the property of the  
37 aAnimal sShelter.

#### 38 **Sec. 8-260. Law enforcement defense.**

39 It is a defense to enforcement under this article that the person is an employee of the institutional  
40 division of the state department of criminal justice or of a law enforcement agency and trains or  
41 uses dogs for law enforcement or corrections purposes; provided, however, that for any person to  
42 qualify for this defense, that person must be acting within the course and scope of his official  
43 duties in regard to the dangerous animal.

#### 44 **Sec. 8-261. Other defenses.**

1 It is a defense to enforcement under this article that the person is a veterinarian, a peace officer,  
2 a person employed by a recognized animal shelter or a person employed by the state or a  
3 political subdivision of the state to deal with stray animals and has temporary ownership, custody  
4 or control of the animal; provided, however, that for any person to qualify for this defense, that  
5 person must be acting within the course and scope of his official duties in regard to the  
6 dangerous animal.

7 **Secs. 8-262—8-285. Reserved.**

8 **ARTICLE XI: SALE OF ANIMALS**

9 **Sec. 8-286. Commerce in live animals.**

10 It shall be unlawful for any person to sell, trade, barter, lease, rent, give away or display for  
11 commercial purposes a live animal on a roadside, public right of way, sidewalk, street, parkway or  
12 any other public property or any property dedicated to public use, a commercial parking lot, or at  
13 an outdoor special sale, swap meet, flea market, parking lot sale or similar event. This article  
14 does not apply to a sale held on privately owned property with the written permission of the owner  
15 of the property or a parking lot where the seller has the parking lot owner's written permission.

16 **Sec. 8-287. Condition of sale.**

17 It shall be unlawful for any person to sell, trade, barter, lease, rent, give away or display for  
18 commercial purposes any animal ~~that is kept in a cage or pen of any type~~ unless the following  
19 conditions are met:

20 (1) All animals sold or transferred shall be a minimum of eight weeks of age, unless sold  
21 with the mother.

22 (2) Each animal transferred shall be born and raised until at least eight weeks of age in  
23 Williamson county or any contiguous county at a facility operating and licensed pursuant  
24 to all applicable Federal, State, and local laws and regulations.

25 (43) If the animal is kept in a cage or pen, ~~the~~ the cage or pen must be large enough for the  
26 animal to stand on all of its legs and hold its head in a natural position and not be in a  
27 crouched position. The cage or pen must also have enough room for the animal to turn  
28 around or move naturally without stepping on another animal, animal feces, or food or  
29 water provided for the animal.

30 (24) The cage or pen must have water and food contained therein or have water and food  
31 situated so that the animal has access to it through the cage or pen.

32 (35) The cage or pen must be situated so that air may circulate through it, so that any  
33 animal kept therein is not exposed to extreme heat. During cold or inclement weather,  
34 cages or pens shall be situated so that animals contained therein shall stay warm and  
35 dry.

36 (6) The flooring of the cage or pen must be made of a solid, non-permeable material.

37 **Sec. 8-288. Sale of dyed animals.**

1 It shall be unlawful for any person to sell, offer for sale, raffle, offer or give as a prize, premium or  
2 advertising device, give away or display any animal that has been dyed or otherwise artificially  
3 colored.

4 **Secs. 8-289—8-309. Reserved.**

## 5 **ARTICLE XII. IMPOUNDMENT**

### 6 **Sec. 8-310. Property owners may impound.**

7 Any person finding an animal at large upon his property may remove the same to any animal  
8 shelter that will take possession of the animal. If no such shelter is available, the property owner  
9 may hold the animal in his own possession and, as soon as possible, notify animal control. The  
10 property owner shall provide a description of the animal and the name of the owner, if known.  
11 Animal control shall dispatch an animal control officer to take possession of the animal.

### 12 **Sec. 8-311. Reasons for impoundment.**

13 In addition to any other remedies provided in this article, an animal control officer or a police  
14 officer may seize, impound, and humanely confine to ~~an the a~~Animal ~~sShelter or hospital~~ any of  
15 the following animals:

16 (1) Any dog or cat without a valid ~~license tag~~ microchip;

17 (2) Any animal at large;

18 (3) Any animal constituting a public nuisance or considered a danger to the public;

19 (4) Any animal that is in violation of any quarantine or confinement order of the ~~city's chief~~  
20 ~~health officer~~ local rabies control authority;

21 (5) Any unattended animal that is ill, injured, or otherwise in need of care;

22 (6) Any animal that is reasonably believed to have been abused or neglected;

23 (7) Any animal that is reasonably suspected of having rabies;

24 (8) Any animal that is charged with being potentially dangerous, or dangerous where an  
25 animal control officer determines that there is a threat to public health and safety;

26 (9) Any animal that a court of competent jurisdiction has ordered impounded or  
27 destroyed;

28 (10) Any animal that is considered unattended or abandoned, as in situations where the  
29 owner is deceased, has been arrested or evicted from his regular place of residence;

30 (11) Any exotic or wild animal that is kept illegally;

31 (12) Any animal that is in violation of this article or whose owner is in violation of this  
32 article.

1 **Sec. 8-312. Issuance of notice or citation.**

2 In addition to, or in lieu of, impounding an animal found at large, an animal control officer or a  
3 police officer may issue to the known owner of such animal a citation for a violation of this article.

4 **Sec. 8-313. ~~Length of impoundment~~Williamson County Regional Animal Shelter**

5  
6 The Animal Shelter board of directors shall have the authority to adopt reasonable rules and  
7 regulations regarding the operation of the shelter, including but not limited to the following:  
8

- 9 (1) the length of impoundment of animals  
10 (2) when impounded animals become the property of the Animal Shelter,  
11 (3) dealing with sick or injured animals,  
12 (4) procedures for reclaiming impounded animals,  
13 (5) impoundment fees  
14 (6) voluntary release by owner to the Animal Shelter, and  
15 (7) release in lieu of impoundment.

16 ~~Except as provided in articles IV and X of this chapter, the city animal shelter shall keep licensed~~  
17 ~~microchipped dogs and cats impounded for not fewer than seven five business days and~~  
18 ~~unlicensed non-microchipped impounded animals for a minimum of 72 hours, before disposing of~~  
19 ~~said dog or cat without the consent of the owner.~~

20  
21 **Sec. 8-314. ~~Impounded animal becomes property of City~~Animal Shelter.**

22  
23 ~~Any animal impounded in the animal shelter for a period exceeding the times laid out in this~~  
24 ~~chapter shall become property of the city animal shelter and shall be placed for adoption or~~  
25 ~~humanely euthanized. The adoption fee for all animals is as currently established or as hereafter~~  
26 ~~adopted by resolution of the city council animal shelter from time to time. Any livestock kept over~~  
27 ~~72 hours may be sold or auctioned to cover the costs of impoundment and boarding.~~

28  
29 **Sec. 8-315. ~~Sick or injured animals.~~**

30  
31 ~~When an animal is not wearing a tag of any kind so that the rightful owner cannot be notified of~~  
32 ~~their animal's injuries, Any obviously sick or injured animals may be humanely euthanized~~  
33 ~~provided a reasonable attempt to contact the owner of the animal has been made. a life~~  
34 ~~threatening~~  
35

36  
37 **Sec. 8-316. ~~Reclaiming animals and impoundment fees.~~**

38 ~~An owner reclaiming an impounded animal shall pay all impounding fees, vaccination fees, and~~  
39 ~~boarding fees for animals before they shall be returned to the owner. The fee schedule applies~~  
40 ~~per animal impounded, as currently established or as hereafter adopted by resolution of the city~~  
41 ~~council animal shelter from time to time.~~  
42

43 **Sec. 8-317. ~~Authority to request and issue warrants.~~**

44  
45 ~~An animal control officer or peace officer may apply for and obtain a warrant or other legal writ~~  
46 ~~from the municipal judge or justice court to seize any animal alleged to be in violation of this~~  
47 ~~chapter. The municipal judge or justice of the peace shall have the authority to issue such~~  
48 ~~warrant.~~  
49

50 **Sec. 8-318. ~~Voluntary release.~~**

51 ~~(a) Animal control The animal shelter is authorized to take possession of any animal released by its owner~~  
52 ~~upon proof that the owner resides within the city, completion of an owner release form and payment of the~~  
53 ~~owner release fee. Regardless of the foregoing, animal control the animal shelter is not required to accept~~  
54 ~~an owner released animal if suitable shelter is not available based on:~~

- 55 (1) ~~Current occupancy;~~

~~(2) The type of animal; or~~

~~(3) The condition of the animal, or a reasonable determination being made by the animal control shelter supervisor that accepting the animal is not in the best interest of the city shelter.~~

~~(b) Upon acceptance of an animal under this section, the animal immediately becomes the property of the city animal shelter. If an owner desires to reclaim a previously released animal and the animal is still in the possession of animal control the shelter and is not in the process of being adopted, the animal control shelter supervisor shall return the animal to the owner unless the animal control shelter supervisor determines that the return of the animal would pose a danger to the health of the animal or to public safety. The impoundment fees, boarding fees and medical costs incurred as provided by section 8-316 must be paid prior to the return of the animal. The owner release fee shall be as currently established or as hereafter adopted by resolution of the city council animal shelter from time to time.~~

#### **Sec. 8-319. Release in lieu of impoundment.**

~~In lieu of impounding an animal for any reason authorized by this article or other law, animal control the Animal shelter is authorized to take possession of any animal released by its owner upon completion of an owner release form and payment of the owner release fee. Upon acceptance of an animal under this section, the animal immediately becomes the property of the city animal shelter. No animal released under this section will be returned to the owner or a member of the owner's family or household. No animal released under this section may be given to any person if the animal control shelter supervisor determines that such release would pose a danger to the health of the animal or to public safety. The owner release fee shall be as currently established or as hereafter adopted by resolution of the city council animal shelter from time to time.~~

#### **Secs. 8-~~320~~313—8-341. Reserved.**

### **ARTICLE XIII. ENFORCEMENT**

#### **Sec. 8-342. Establishment.**

The chief of police shall appoint an animal control officer and such assistants as may be required to enforce this chapter.

#### **Sec. 8-343: Supervisor.**

The supervisor of animal control is hereby designated as the local health authority for the purposes of V.T.C.A., Health and Safety Code ch. 826 (Rabies Control Act of 1981) and shall be responsible for performing duties and responsibilities provided herein.

#### **Sec. 8-344. Enforcement duties.**

(a) \_\_\_\_\_ Animal control officers or other designees of the chief of police shall be the enforcement officials for this chapter as well as all other applicable animal related ordinances contained within the city code and state laws. These officials, along with police officers, shall have the authority to act on behalf of the city and animal control in investigating complaints, impounding and destroying animals, issuing citations, and taking other lawful actions as required to enforce the provisions of this chapter and other animal related ordinances within the city code including the rules established in section 26-26.

(b) \_\_\_\_\_ An animal control officer or peace officer may apply for and obtain a warrant or other legal writ from the municipal judge or justice court to seize any animal alleged to be in violation of this chapter. The municipal judge or justice of the peace shall have the authority to issue such warrant.

1     **Sec. 8-345. Interference with animal control officer.**

2  
3             It shall be unlawful for any person to interfere with any animal control officer or other enforcement  
4             official in the performance of his duties.

5  
6     **Sec. 8-346. Self defense.**

7  
8             Upon attack by an animal, an animal control officer can defend himself or a complainant, at his  
9             discretion, taking such means as he deems necessary in that situation.

10  
11    **Sec. 8-347. Private property.**

12  
13            For purposes of discharging the duties imposed by this chapter, and to enforce the same, an  
14            animal control officer or other authorized representative may enter upon private property to the  
15            full extent permitted by law, which shall include but not be limited to entry upon private property  
16            when in pursuit of any animal which he or she has reason to believe is subject to impoundment  
17            pursuant to the provisions of this chapter or other applicable laws. An animal control officer shall  
18            have the right to pursue and apprehend an animal which is at large or a free roaming cat onto  
19            private property without first requesting permission from the owner of the property before entering  
20            the property or without obtaining a search warrant.

21  
22    **Sec. 8-348. Entry and inspection.**

23            (a) Whenever it is necessary to make an inspection to enforce any of the provisions of or to  
24            perform any duty imposed by this chapter or other applicable law regarding animals, or whenever  
25            an animal control officer has reasonable cause to believe that there exists in any building,  
26            structure or upon any premises any violations of this chapter or other applicable law, the officer is  
27            hereby authorized to enter such property at any reasonable time and to inspect the same and to  
28            perform any duty imposed upon the officer by this chapter or other applicable law, provided that if  
29            such property is occupied, the officer shall first present proper credentials to the occupant and  
30            request to enter, explaining the reason therefor and obtaining permission from said occupant.

31            (b) Notwithstanding the foregoing, if the officer has reasonable cause to believe that the keeping  
32            or the maintaining of any animal is so hazardous, unsafe or dangerous as to require immediate  
33            inspection to safeguard the animal or the public health or safety, the officer shall have the right to  
34            immediately enter and make such inspection, whether or not permission to inspect has been  
35            obtained. If the property is occupied, the officer shall first present proper credentials to the  
36            occupant and demand entry, explaining the reasons therefor and the purpose of inspection.

37            (c) Whenever an animal control officer is denied admission to inspect any premises under this  
38            chapter and the officer cannot determine whether violations exist on the premises, the animal  
39            control officer is authorized to request a warrant for the inspection of the premises from the  
40            municipal judge, a magistrate, or justice court to enter and inspect the premises.

41    **Sec. 8-349. Violations.**

42            It shall be a violation of the chapter to:

43                    (1) Fail to comply with any provision of this chapter;

44                    (2) Fail to comply with any lawful order of animal control, an animal control officer, or  
45                    police officer unless such order is lawfully stayed or reversed.

46    **ARTICLE XIV. BEEKEEPING**

1 **Sec. 8-351. Apiary maintenance.**

2  
3 (a) A person shall keep a bee colony in a Langstroth-type hive with removable frames that is  
4 maintained in sound and usable condition.

5  
6 (b) A person shall provide a source of water to a bee colony to prevent the bees from  
7 congregating at a water source used by a human, bird, or domestic pet.

8  
9 (c) A person shall store or dispose of bee comb or other material removed from a hive in a sealed  
10 container, building, or other bee-proof enclosure.

11  
12 **Sec. 8-352. Hive location.**

13  
14 (a) A person may not locate a hive within 10 feet of the property line of a tract, as measured from  
15 the nearest point of the hive to the property line.

16  
17 (b) A person who keeps a bee colony within 25 feet of the property line of a tract, as measured  
18 from the nearest point of a hive to the property line, shall establish and maintain a flyway barrier  
19 parallel to the property line.

20  
21 **Sec. 8-353. Control of aggressive bee colony.**

22  
23 (a) A person shall immediately replace the queen in a bee colony that exhibits aggressive  
24 characteristics, including stinging or attempting to sting without provocation, or a disposition  
25 towards swarming. A person required to replace a queen under this subsection shall select the  
26 replacement from bee stock bred for gentleness and non-swarming characteristics.

27  
28 (b) As required for swarm management, a person may maintain a nucleus bee colony for each  
29 two bee colonies allowed under this chapter. A person may house a nucleus bee colony in a  
30 structure not exceeding a standard 9 5/8 -inch depth ten-frame hive body with no supers  
31 attached. A person shall dispose of or combine a nucleus bee colony with an authorized bee  
32 colony not later than the 30th day after the date the nucleus bee colony is acquired.

33  
34 **Sec. 8-354: Bee colony density.**

35  
36 A person may not keep more than:

37  
38 (1) Two bee colonies on a tract one-quarter acre or smaller;

39  
40 (2) Four bee colonies on a tract larger than one-quarter acre but smaller than one-half  
41 acre;

42  
43 (3) Six bee colonies on a tract one-half acre or more but smaller than one acre;

44  
45 (4) Eight bee colonies on a tract one acre or more.

46  
47 (5) A person may keep an unlimited number of bee colonies on a tract in which all hives  
48 are located at least 200 feet from each property line of the tract; or adjacent to  
49 undeveloped vacant property for at least 200 feet from any hive. Vacant property means  
50 property that is not improved for human use or occupancy, including property used as a  
51 street or highway.

52  
53 **Sec. 8-355. Hive identification.**

54  
55 (a) Except as provided in Subsection (b), a person shall post a conspicuous sign displaying the  
56 apiary owner's name and telephone number at the entrance to the apiary tract.



1 (b) A person is not required to place owner identification on or near a bee colony located on a  
2 tract on which the owner resides.

3  
4 **Sec. 8-356: Enforcement.**

5  
6 An owner found to be in violation of any provision contained herein Article XIV shall have their  
7 bees declared a public nuisance and will be subject to all penalties under Section 8-3.

8  
9 **ARTICLE XV. FERAL CATS**

10  
11 **Sec.-8-361. Establishment of a feral cat colony.**

12  
13 (a) A feral cat colony may be established within the city limits of Round Rock provided that the  
14 citizen wishing to establish the feral cat colony agrees to become the feral cat colony caretaker  
15 and obtains written permission from the animal control supervisor to be renewed on a yearly  
16 basis.

17  
18 (b) Feral cat colonies within the city limits of Round Rock must meet the following requirements:

19  
20 (1) No feral cat colony shall be established on public or private property without first  
21 obtaining written permission from the property owner; and

22  
23 (2) No feral cats shall be brought into a feral cat colony from outside the city limits of  
24 Round Rock.

25  
26 **Sec. 8-362. Requirements for feral cats.**

27  
28 The feral cat colony caretaker shall be responsible to ensure that every cat within the feral cat  
29 colony has met each of the following requirements:

30  
31 (1) Sterilization by a licensed veterinarian resulting in a tipped ear for recognition  
32 purposes; and

33  
34 (2) Vaccination against communicable diseases, particularly rabies, in accordance with  
35 best practices for feral cats by a licensed veterinarian.

36  
37 **Sec.-8-363. Record keeping.**

38  
39 (a) The feral cat colony caretaker must maintain accurate records of the feral cat colonies in their  
40 trap, neuter, and return program. The records must include:

41  
42 (1) The location and size of each feral cat colony; and

43  
44 (2) The date and veterinary clinic location for each feral cat's spay/neuter; and

45  
46 (3) The date of vaccination against the rabies virus in accordance with Section 8-164.

47  
48 (b) The animal control unit may request copies of these records at any time. Failure to provide  
49 such records may result in the revocation of the permit to operate a feral cat colony by the animal  
50 control supervisor under Section 8-361.

51  
52 **Sec.-8-364. Enforcement.**

53  
54 (a) Any feral cat impounded by animal control shall be identified by its left ear tip and immediately  
55 released to the appropriate feral cat colony unless one of the following exceptions is made:



(1) A feral cat has been impounded multiple times on the same property, and the property owner wishes to have the feral cat declared a public nuisance under Section 8-3. If a feral cat is declared a public nuisance, the feral cat colony caretaker shall be given seven (7) days to relocate the cat outside of the city limits of Round Rock.

(2) A feral cat that has been determined by an animal control to require immediate veterinary care shall be impounded and taken to the Williamson County Regional Animal Shelter or a licensed veterinarian for any necessary treatment. If the feral cat is to be reclaimed, the feral cat colony caretaker shall be responsible for paying all accrued medical expenses prior to the release of the cat back into their custody.

(3) A feral cat has bitten any human that requires the animal to be immediately quarantined for rabies observation in accordance with Chapter 826, Subchapter E of the Texas Health & Safety Code. If the feral cat is to be reclaimed, the feral cat colony caretaker shall be responsible for paying all accrued quarantine expenses prior to the release of the cat back into their custody.

(b) Any feral cat impounded at the animal shelter under Article XV may be immediately returned by any citizen to the location where it was initially trapped provided:

(1) The feral cat has met all requirements outlined by Section 8-362; and

(2) The feral cat has not been declared a public nuisance under Section 8-3.

(c) The city reserves the right to immediately seize and remove any and all feral cats from a feral cat colony if:

(1) A feral cat colony violates any section contained herein Article XV; or

(2) The feral cat colony poses a risk to public health or safety due to a suspected exposure to the rabies virus or any other zoonotic or epizootic diseases; or

(3) Any feral cat is declared a public nuisance under Section 8-3, and the colony caretaker fails to remove the feral cat from the city limits of Round Rock within the seven (7) day enforcement period; or

(4) Any other reason not listed in Section 8-364 if the animal control supervisor determines continuation of the feral cat's residency is not in the best interest of the city.

### **III.**

That Appendix A – Fees, Rates, and Charges, Chapter 8, Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

#### **APPENDIX A – FEES, RATES, AND CHARGES CHAPTER 8 – ANIMALS ARTICLE IV - CARING FOR ANIMALS**

<a href="#">8-166</a>	<del>License-Microchip</del> fee	\$5.00 per sterilized animal \$10.00 per non-sterilized animal
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<u>8-173</u>	Re-issuance <del>license-microchip</del> fee for <del>lost/malfunctioning</del> /destroyed <del>tags-microchips</del>	\$5.00 per sterilized animal \$10.00 per non-sterilized animal
<u>8-314</u>	<del>Adoption fee for impounded animals</del>	<del>\$75.00 per animal</del>
<u>8-316</u>	<del>Reclaiming and impoundment fees:</del>	
	<del>Impoundment fee – first offense</del>	<del>\$20.00</del>
	<del>Impoundment fee – second and subsequent offenses</del>	<del>\$25.00</del>
	<del>Boarding fee, per each 24-hour period or portion thereof</del>	<del>\$10.00</del>
	<del>Rabies quarantine boarding fee, per each 24-hour period or portion thereof</del>	<del>\$15.00</del>
	Medical costs	Actual costs incurred
<u>8-318(b)</u>	<del>Owner voluntary release fee</del>	<del>\$50.00 per unweaned litter \$30.00 per weaned animal</del>
<u>8-319</u>	<del>Owner release in lieu of impoundment fee</del>	<del>\$50.00 per unweaned litter \$30.00 per weaned animal</del>

## II.

**A.** All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

**B.** The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

**C.** 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.

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** H.1

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**Title:** Consider a resolution authorizing the City Manager to issue a purchase order to Dell Marketing, L.P. for firewall hardware and related service agreement.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 12/20/2018

**Dept Director:** Heath Douglas, IT Director

**Cost:** \$186,505.07

**Indexes:** General Self-Financed Construction

**Attachments:** Resolution, Dell Quote - Fortinet Firewall and Services, FortinetServiceTerms, Form 1295

**Department:** Information Technology

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### **Text of Legislative File 2018-6205**

This item is for the purchase of Fortinet redundant security appliances for the City Hall and Police Datacenters. These devices will replace and consolidate our existing legacy Cisco firewalls and Barracuda internet filters into a single device providing advanced firewall and internet filtering capabilities at each of our internet entry points. This will help us better manage our security policies and provide better visibility into threats and suspicious activity.

We field tested products from Cisco, Palo Alto and Fortinet and found that the Fortinet option will provide us with the best mix of features and functionality for the cost. This will be a DIR contract purchase with Dell Technologies and will be funded by the FY18 Technology fund. The total cost of the project is \$186,505.07 which includes hardware, installation, training and the first 3 years of maintenance. Maintenance renewal cost for years 4-6 will be approximately \$46,000.00.

**Cost:** \$186,505.07

**Source of Funds:** General Self-Financed Construction (IT Bucket)

**RESOLUTION NO. R-2018-6205**

**WHEREAS**, the City of Round Rock (“City”) desires to purchase firewall hardware and related service agreement, and

**WHEREAS**, the City is a member of the State Department of Information Resources (“DIR”), and

**WHEREAS**, Dell Marketing L.P. is an approved vendor of the DIR, and

**WHEREAS**, the City wishes to issue a purchase order to Dell Marketing L.P., 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 Dell Marketing L.P. for the purchase of firewall hardware and related service agreement.

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 December, 2018.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk



## A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

**Total: \$  
186,505.07**

<b>Quote number:</b>	<b>Quote date:</b>	<b>Quote expiration:</b>
3000031311082.1	Nov. 28, 2018	Dec. 31, 2018

<b>Company name:</b>	<b>Customer number:</b>	<b>Phone:</b>
CITY OF ROUND ROCK	637224	(512) 218-7018

<b>Sales rep information:</b>	<b>Billing Information:</b>
Sean Williams	CITY OF ROUND ROCK
Sean_Williams2@Dell.com	221 E MAIN ST
(800) 456-3355	ROUND ROCK
Ext: 80000	TX 78664-5271
	US
	(512) 218-7018

## Pricing Summary

Item	Qty	Unit Price	Subtotal
CS-CITY OF ROUND ROCK-BASE LIC S FOR STACKABLE LICS FORTIANAL YZER VM 1GB & 500GB	1	\$978.26	\$978.26
CS-CITY OF ROUND ROCK-3YR 24X7 FC CONTRACT FOR SVCS 1-6GB/DAY OF LOGS	1	\$1,560.00	\$1,560.00
CS-CITY OF ROUND ROCK-UPGRADE LICS FOR 5GB/DAY OF LICS LOGS & 3TB DEVICE QUOTA	1	\$978.26	\$978.26
CS-CITY OF ROUND ROCK-FORTIAUT HENTICATOR VM LICS WITHVLIC 10 0U	1	\$893.75	\$893.75
CS-CITY OF ROUND ROCK-3YR 24X7 FORTICARE CONTRACT SVCS 1-110 0 USERS	1	\$1,142.45	\$1,142.45
CS-CITY OF ROUND ROCK-UPG FORT IAUTHENTICATOR VM LICS VLIC 10 00U	1	\$1,560.26	\$1,560.26
CS-CITY OF ROUND ROCK-BASE LIC S FOR STACKABLE LICS FORTIMANA GER VM 1GB 100GB	1	\$923.91	\$923.91
CS-CITY OF ROUND ROCK-3YR 24X7 FORTICARE CONTRACT SVCS 1-10D EVICES	1	\$846.78	\$846.78
CS-CITY OF ROUND ROCK-REMOTE S VC FORTICARE CONTR PER SVCS DA Y CHARGE	7	\$2,686.60	\$18,806.20
CS-CITY OF ROUND ROCK-FG-1200D PLUS 3YR 24X7 PERP	4	\$39,703.80	\$158,815.20

FORTICARE & FORTIGUARD UTM BNDL

	Subtotal:	\$186,505.07
	Shipping:	\$0.00
	Environmental Fees:	\$0.00
	Non-Taxable Amount:	\$186,505.07
	Taxable Amount:	\$0.00
	Estimated Tax:	\$0.00
	Total:	\$186,505.07

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

## Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,  
Sean Williams

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

## Shipping Group 1

<b>Shipping Contact:</b>	<b>Shipping phone:</b>	<b>Shipping via:</b>	<b>Shipping Address:</b>
BRIAN FINGER	(512) 218-3296	Standard Delivery	221 E MAIN ST ROUND ROCK TX 78664-5271 US

SKU	Description	Qty	Unit Price	Subtotal
	<a href="#">CS-CITY OF ROUND ROCK-BASE LIC S FOR STACKABLE LICS FORTIANAL YZER VM 1GB &amp; 500GB</a>	1	\$978.26	\$978.26

**Estimated delivery date:** Dec. 13, 2018  
**Contract No:** 75AHH  
**Customer Agreement No:** DIR-TSO-3763

AA307616	CS-CITY OF ROUND ROCK-BASE LIC S FOR STACKABLE LICS FORTIANAL YZER VM 1GB & 500GB	1	-	-
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SKU	Description	Qty	Unit Price	Subtotal
	<a href="#">CS-CITY OF ROUND ROCK-3YR 24X7 FC CONTRACT FOR SVCS 1-6GB/DAY OF LOGS</a>	1	\$1,560.00	\$1,560.00

**Estimated delivery date:** Dec. 13, 2018  
**Contract No:** 75AHH  
**Customer Agreement No:** DIR-TSO-3763

AA377525	CS-CITY OF ROUND ROCK-3YR 24X7 FC CONTRACT FOR SVCS 1-6GB/DAY OF LOGS	1	-	-
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SKU	Description	Qty	Unit Price	Subtotal
	<a href="#">CS-CITY OF ROUND ROCK-UPGRADE LICS FOR 5GB/DAY OF LICS LOGS &amp; 3TB DEVICE QUOTA</a>	1	\$978.26	\$978.26

**Estimated delivery date:** Dec. 13, 2018  
**Contract No:** 75AHH  
**Customer Agreement No:** DIR-TSO-3763



AA377526	CS-CITY OF ROUND ROCK-UPGRADE LICS FOR 5GB/DAY OF LICS LOGS & 3TB DEVICE QUOTA	1	-	-
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SKU	Description	Qty	Unit Price	Subtotal
	<a href="#">CS-CITY OF ROUND ROCK-FORTIAUT HENTICATOR VM LICS WITHVLIC 10 0U</a>	1	\$893.75	\$893.75

**Estimated delivery date:** Dec. 13, 2018

**Contract No:** 75AHH

**Customer Agreement No:** DIR-TSO-3763

AA414337	CS-CITY OF ROUND ROCK-FORTIAUT HENTICATOR VM LICS WITHVLIC 10 0U	1	-	-
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SKU	Description	Qty	Unit Price	Subtotal
	<a href="#">CS-CITY OF ROUND ROCK-3YR 24X7 FORTICARE CONTRACT SVCS 1-110 0 USERS</a>	1	\$1,142.45	\$1,142.45

**Estimated delivery date:** Dec. 13, 2018

**Contract No:** 75AHH

**Customer Agreement No:** DIR-TSO-3763

AA414338	CS-CITY OF ROUND ROCK-3YR 24X7 FORTICARE CONTRACT SVCS 1-110 0 USERS	1	-	-
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SKU	Description	Qty	Unit Price	Subtotal
	<a href="#">CS-CITY OF ROUND ROCK-UPG FORT IAUTHENTICATOR VM LICS VLIC 10 00U</a>	1	\$1,560.26	\$1,560.26

**Estimated delivery date:** Dec. 13, 2018

**Contract No:** 75AHH

**Customer Agreement No:** DIR-TSO-3763

AA414339	CS-CITY OF ROUND ROCK-UPG FORT IAUTHENTICATOR VM LICS VLIC 10 00U	1	-	-
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SKU	Description	Qty	Unit Price	Subtotal
	<a href="#">CS-CITY OF ROUND ROCK-BASE LIC S FOR STACKABLE LICS FORTIMANA GER VM 1GB 100GB</a>	1	\$923.91	\$923.91

**Estimated delivery date:** Dec. 13, 2018

**Contract No:** 75AHH

**Customer Agreement No:** DIR-TSO-3763

AA377528	CS-CITY OF ROUND ROCK-BASE LIC S FOR STACKABLE LICS FORTIMANA GER VM 1GB 100GB	1	-	-
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SKU	Description	Qty	Unit Price	Subtotal
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	<b>CS-CITY OF ROUND ROCK-3YR 24X7 FORTICARE CONTRACT SVCS 1-10D EVICES</b>	<b>1</b>	<b>\$846.78</b>	<b>\$846.78</b>
	<b>Estimated delivery date:</b> Dec. 13, 2018 <b>Contract No:</b> 75AHH <b>Customer Agreement No:</b> DIR-TSO-3763			
AA307622	CS-CITY OF ROUND ROCK-3YR 24X7 FORTICARE CONTRACT SVCS 1-10D EVICES	1	-	-
SKU	Description	Qty	Unit Price	Subtotal
	<b>CS-CITY OF ROUND ROCK-REMOTE S VC FORTICARE CONTR PER SVCS DA Y CHARGE</b>	<b>7</b>	<b>\$2,686.60</b>	<b>\$18,806.20</b>
	<b>Estimated delivery date:</b> Dec. 13, 2018 <b>Contract No:</b> 75AHH <b>Customer Agreement No:</b> DIR-TSO-3763			
AA307623	CS-CITY OF ROUND ROCK-REMOTE S VC FORTICARE CONTR PER SVCS DA Y CHARGE	7	-	-
SKU	Description	Qty	Unit Price	Subtotal
	<b>CS-CITY OF ROUND ROCK-FG-1200D PLUS 3YR 24X7 PERP FORTICARE &amp; FORTIGUARD UTM BNDL</b>	<b>4</b>	<b>\$39,703.80</b>	<b>\$158,815.20</b>
	<b>Estimated delivery date:</b> Dec. 13, 2018 <b>Contract No:</b> 75AHH <b>Customer Agreement No:</b> DIR-TSO-3763			
AA377527	CS-CITY OF ROUND ROCK-FG-1200D PLUS 3YR 24X7 PERP FORTICARE & FORTIGUARD UTM BNDL	4	-	-
			<b>Subtotal:</b>	<b>\$186,505.07</b>
			<b>Shipping:</b>	<b>\$0.00</b>
			<b>Environmental Fees:</b>	<b>\$0.00</b>
			<b>Estimated Tax:</b>	<b>\$0.00</b>
			<b>Total:</b>	<b>\$186,505.07</b>

Unless you have a separate written agreement that specifically applies to this order, your order is subject to [Dell's Terms of Sale](#) (for consumers the terms include a binding arbitration provision). Please see the legal disclaimers below for further information.

## Important Notes

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### Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale ([www.dell.com/learn/us/en/uscorp1/terms-of-sale](http://www.dell.com/learn/us/en/uscorp1/terms-of-sale)), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy ([www.dell.com/returnpolicy](http://www.dell.com/returnpolicy)) and Warranty (for [Consumer warranties](#) ; for [Commercial warranties](#)).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply ([Consumer](#); [Commercial](#)). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A ([www.dell.com/AEULA](http://www.dell.com/AEULA)) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S ([www.dell.com/SEULA](http://www.dell.com/SEULA)).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

If your purchase is for Boomi services or support, your use of the Boomi Services (and related professional service) is subject to the terms and conditions located at <https://boomi.com/msa>.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at

[http://www.emc.com/collateral/sales/dellemc-satisfaction-guarantee-terms-and-conditions\\_ex-gc.pdf](http://www.emc.com/collateral/sales/dellemc-satisfaction-guarantee-terms-and-conditions_ex-gc.pdf) ("Satisfaction Guarantee") and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

### Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com).

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

## Fortinet Service Terms & Conditions

### For FortiCare, FortiGuard and other Fortinet Service Offerings

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THESE TERMS AND CONDITIONS APPLY TO THE PROVISION OF SERVICES BY FORTINET AND EXCLUSIVELY GOVERN THE LEGAL RELATIONSHIP BETWEEN YOU (THE CUSTOMER) AND FORTINET. IT SETS FORTH THE LEGALLY BINDING RIGHTS AND OBLIGATIONS OF THE CUSTOMER IN RELATION TO FORTICARE SUPPORT OR FORTIGUARD SUBSCRIPTION SERVICES OR OTHER FORTINET SERVICE OFFERINGS. THE CUSTOMER CONSENTS TO BE BOUND BY THESE TERMS AND CONDITIONS AND TO HAVE BECOME PARTY TO THIS 'AGREEMENT' (THIS OR THE "AGREEMENT") AND REPRESENTS TO HAVE READ AND UNDERSTOOD THIS AGREEMENT AND HAVE HAD SUFFICIENT OPPORTUNITY TO CONSULT WITH COUNSEL BEFORE AGREEING TO THE TERMS HEREIN. THE CUSTOMER AGREES THAT ANY OF THE FOLLOWING ACTIONS BY CUSTOMER REPRESENTATIVES REPRESENT THE CUSTOMER'S AUTHORIZED CONSENT TO BE BOUND BY THIS AGREEMENT: (I) RECEIVING, DOWNLOADING, DEPLOYING OR USING ANY SOFTWARE PROVIDED IN CONNECTION WITH FORTINET SERVICES, (II) RECEIVING, CONFIGURING, LOGGING IN, REGISTERING OR OTHERWISE USING OR BENEFITTING FROM THE SERVICES, OR (III) BY CLICKING ON THE "ACCEPT" BUTTON UPON REGISTRATION (ANY OF (I), (II), OR (III) SHALL CONSTITUTE "ACCEPTANCE" BY CUSTOMER). THE CUSTOMER HEREBY ACKNOWLEDGE AND AGREES THAT THE PERSON ENGAGING IN (I), (II), AND/OR (III) IS AUTHORIZED TO BIND THE CUSTOMER TO THE TERMS HEREIN. FOR CLARITY, NOTWITHSTANDING ANYTHING TO THE CONTRARY, IF CUSTOMER IS USING AN AUTOREGISTRATION TOOL, CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY AND ALL UNITS REGISTERED USING SUCH TOOL SHALL BE SUBJECT TO THESE TERMS AND CONDITIONS.

Services are available independently or in connection with the purchase of Fortinet's commercial networking products and related equipment, including hardware products with embedded software, and software products sold and licensed to you pursuant to Fortinet's End User License Agreement ("EULA"), which EULA is available at <https://www.fortinet.com/content/dam/fortinet/assets/legal/EULA.pdf>, and you hereby agree to the terms of the EULA.

This Agreement and the Sales Order Acknowledgment represent a legal agreement between the parties with respect to FortiCare and FortiGuard Subscription services or other Fortinet services, and shall supersede all prior representations, discussions, negotiations and agreements, whether written or oral. This document expressly supersedes the Customer Service & Support Reference Guide (CSS Reference Guide) and all other service descriptions, and, notwithstanding anything to the contrary, Fortinet is only bound by, and Customer is only entitled to, services pursuant to official service descriptions that are authorized by Fortinet pursuant to this Agreement and are contractually binding on Fortinet pursuant to the terms herein

#### 1. DEFINITIONS

1.1. *"Active Service Coverage Level"* means the level of Technical Support as purchased by Customer pursuant to a Service Contract.

1.2. *"Agreement"* means these Terms and Conditions.

1.3. *"Customer"* means any entity or person that has purchased a Fortinet Service Contract for use within their business and not for further sale.

1.4. *"Documentation"* means any customer support manuals, technical manuals, and/or "Help" files within the Services that relate to the Services and that Fortinet makes available to Customer in connection with this Agreement and/or through the Services.

1.5. *"FortiCare"* means a subscription to Technical Support Services, which may be purchased by Customer directly or from a third party, and which are delivered by Fortinet on behalf of that third party.

1.6. *"Fortinet"* means either (i) where Customer is located within the Americas, Fortinet, Inc., or (ii) where Customer is located outside of the Americas, Fortinet Singapore Private Limited.

1.7. *"Services"* when used individually means a subscription to one of Fortinet's service offerings (FortiCare, FortiGuard, etc.), which may be purchased by the Customer directly or from a third party.

1.8. *"FortiPartner"* means a Fortinet authorized distributor or reseller of Fortinet Products and Services.

1.9. *"Hardware"* means a Fortinet appliance or chassis, excluding all software incorporated or bundled with such devices.

1.10. *"Hardware Bundle"* means hardware sold with defined Services.

1.11. *"Product"* means any Hardware with associated software including Hardware Bundles, or stand-alone Software which is available for sale through a FortiPartner or directly from Fortinet and is covered by a FortiCare Service Contract.

1.12. *"Registration Date"* means the date the Product or Service is registered in the applicable service or Support Portal.

1.13. *"Serial Number"* means the unique identifier of a Product which may be registered in the Support Portal.

1.14. *"Renewal Service Contract"* means the continuation of a Service Contract pursuant to the terms of the Service Contract.

1.15. *"Service Contract"* means this Agreement, as applied to the provision of Technical Support or other Services.

1.16. *"Software"* means Fortinet computer software, Fortinet software subscription services and bug fixes, in each case provided by Fortinet either directly or from

FortiPartner, whether purchased as embedded within the hardware or as a standalone software product or operating software release or update service.

1.17. "Support Portal" means an on-line service designed to allow Customers to configure and access their purchased Services. For example, the Technical Support Portal can be used to create Technical Tickets, access documentation, and obtain software releases. The technical Support Portal is available at <https://support.fortinet.com>. For FortiPartners the portal is available at <https://partners.fortinet.com>.

1.18. "TAC" means Fortinet's Technical Assistance Center which is comprised of a number of technical support centers.

1.19. "Technical Support" means the provision of technical support assistance to resolve issues on Products and Services.

1.20. "Technical Ticket" means the Customer's request for Technical Support, including any description by the Customer of the reason why Customer seeks Technical Support.

## 2. FORTICARE

2.1. Fortinet offers FortiCare, which provides Technical Support Services. Upon activation of a FortiCare Service Contract, the Customer will (a) obtain access to the Support Portal; (b) obtain access to the TAC for customer service assistance as well as resolution of Technical Tickets, access to Software updates (maintenance and feature releases) and the replacement of Hardware determined by Fortinet to be defective. Technical Support Services will be provided in accordance with the Active Service Coverage Level. For more details refer to the Service Description 'FortiCare Technical Support - 8702318' and Fortinet's policies.

### *Technical Support*

2.2. Fortinet shall provide Customer assistance by telephone or via the Support Portal or via web-chat in relation to troubleshooting of Product issues, as well as usage and configuration.

2.3. Fortinet shall provide access to the TAC 24 hours a day, 7 days a week, 365 days a year.

2.4. Fortinet shall allow 24x7 access to the Support Portal for the Customer to create Technical Tickets, manage assets, obtain Software updates, as well as providing access to Documentation including trouble-shooting information. Technical Tickets shall be processed by Fortinet in accordance with Section 2.5.

2.5. Fortinet shall process Technical Tickets in accordance with the Technical Support procedures and support day/time limitations outlined in the applicable FortiCare service documents.

2.6. Fortinet shall use commercially-reasonable efforts to provide acceptable workaround solutions, resolutions or Software maintenance releases to resolve Technical

Tickets. The Customer acknowledges that Software and/or Hardware are never error-free and that, despite commercially-reasonable efforts, Fortinet may be unable to provide answers to, or be unable to resolve, some requests for Software or Hardware support.

2.7. Fortinet shall provide maintenance releases and feature updates for Software. Customer may access such updates via password-protected web access. This is subject to one copy per Software release or signature file as appropriate and is subject to the EULA.

2.8. Use commercially reasonable efforts to ensure availability of hosted solutions, if applicable.

### *Hardware Replacement*

2.9. Where Hardware replacement is deemed necessary by Fortinet, Fortinet shall provide Hardware replacement services, using commercially-reasonable efforts, in accordance with the Active Service Coverage Level.

2.10. Hardware replacements are shipped to the Customer with incoterm DAP (Delivery At Place) using a Fortinet carrier, freight prepaid by Fortinet, excluding any import duties, taxes or other fees.

2.11. Hardware replacement services are subject to geographical restrictions.

2.12. Fortinet is not responsible for transportation or custom delays. Customer compliance with export controls and destination customs processes may condition shipment times.

### *Product Life Cycle*

2.13. The type of Technical Support provided under FortiCare may vary depending on the Product's life cycle. An up-to-date version of the Product life cycle shall either be stored on the Support Portal or available by contacting Fortinet.

2.14. For any Software that is in the "End of Support" phase, as defined in Fortinet's then-active Product life cycle policy, Fortinet may provide Technical Support for Software issues at its sole discretion. Such Support Services are limited to advisory support and do not include new Software releases to address Software defects.

### *Exclusions*

2.15. Fortinet shall have no obligation to provide Technical Support under FortiCare in any of the following circumstances:

- FortiCare does not include any on-site activity, or any request for step-by-step installation and configuration of a Product or creation of custom SQL reports. Professional services may be available for purchase by Customer to provide such services.
- In the event the Customer alters, damages or modifies the Product or any portion thereof.
- For any problem caused by: accident; transportation; neglect or misuse; alteration, modification, or enhancement of the Product; failure to provide a suitable installation environment; use of supplies or

materials not meeting specifications; use of the Product for other than the specific purposes for which the Product is designed; for any problems caused by the Customer's or end-user's negligence, abuse, or misapplication.

- For the Product on any systems other than the specified Hardware platform for such Product. Fortinet shall have no liability for any changes in the Customer's hardware, which may be necessary to use the Product due to a workaround or maintenance release.
- For any Hardware that is in the "End of Support" phase, as defined in Fortinet's then active Product life cycle policy.
- For any Product that has not been publicly released.
- For third-party devices (including, without limitation, hardware, software, infrastructure such as cabling) or problems associated with such elements.
- Any usage of FortiGuard service updates that are not specifically authorized by Fortinet in writing including, without limitation, accessing signature packages for the purpose of duplication.
- For issues related to hardware consumables, which may be physically installed within a Fortinet appliance, such as SFPs, SDD cards and hard disks, if these are non-Fortinet-purchased hardware and as a result of a technical analysis a fault or defect is traced to the use of non-Fortinet supplied hardware, then service or warranty entitlement will be forfeit for the affected Fortinet appliance.
- For any other violation by Customer of this Agreement.

#### *Customer Obligations*

Customer is obligated and responsible for the following, and Fortinet's responsibilities and obligations shall be subject in full to Customer meeting its following obligations:

- 2.16. Activate and register FortiCare subject to this Service Contract against a specified Product unit.
- 2.17. Ensure that the Product covered by FortiCare is used for its intended purpose and in line with the applicable Product specifications and is maintained in accordance with applicable Product documentation.
- 2.18. Maintain Fortinet Software at the current Software release and to upgrade to the latest release of Software if it is required to resolve a reported technical issue.
- 2.19. Comply with Fortinet's Technical Support recommendations.
- 2.20. Provide access at Customer's expense to the Product in order for Fortinet to troubleshoot a Technical Ticket, subject to the Customer and Fortinet agreeing on appropriate security measures to prevent unauthorized access to Customer's network, however, the ultimate responsibility for the security of the network lies with the Customer. Fortinet will not connect to the Customer's network without prior authorization and such connection will be solely to provide Technical Support services. Customer has the right to monitor such access by Fortinet.

Where (a) the Customer causes delay in providing connectivity in accordance with this section or (b) Customer and Fortinet cannot agree on appropriate security measures to prevent unauthorized access to Customer's network in the performance of Technical Support services, Fortinet will be excused from any damages or other losses attributable to such delay or lack of agreement.

- 2.21. Make available knowledgeable technical staff to aid in troubleshooting.
- 2.22. (a) Assume all costs associated with returning the Product (and follow, Fortinet's specifications for packaging and labeling of the returned unit and insurance of all returned equipment); and (b) returning the unit within 30 days of the receipt of a replacement Product. Returns that are improperly packaged will not be accepted by Fortinet and returned at the Customer's expense.
- 2.23. Ensure Service Contracts are transferred to any replacement Products. Customer acknowledges that this action is required to continue to receive FortiCare Support Services and accepts that there may be a delay of up to four hours to re-establish FortiGuard security services.
- 2.24. Maintaining reasonable internal security policies and processes, such as related to internal passwords, its facilities, its administrator access to information and systems, and use of wireless access points.

### **3. FORTIGUARD**

- 3.1. FortiGuard is a Fortinet service that provides a threat research feed under which Fortinet undertakes commercially-reasonable efforts to provide solutions to identified network security threats. These are developed in response to evolving internet activity and delivered via security threat databases, produced by machine intelligence and experts.
- 3.2. The Customer is responsible for configuring the frequency of FortiGuard security updates, which may be available on either an automatic or manual basis.
- 3.3. The creation of Technical Tickets with Fortinet Technical Support for issues related to FortiGuard requires an active FortiCare Service Contract covering the FortiGuard service.

### **4. FEES, TERMS, AND TERMINATION**

- 4.1. Ordering and use. Each Product or Service is covered individually by this Agreement, and expires in accordance with the terms contained in this Agreement or according to Fortinet's policies and the term of the Service contract. Accordingly, where this Agreement (including Service Contracts) terminate for a particular unit of Product, the Agreement remains in full force and effect individually for any other Product or support services purchased by Customer. Service Contracts may apply only to a single unit of Product. An attempt to use a Service Contract with more than one unit of Product, (i.e. in addition to the unit of Product the Service Contract was originally purchased for)



is considered a material breach of the Service Contract and will result in the termination of such Service Contract without refund of any fees paid by Customer and additional fees will be immediately due by Customer to Fortinet based on Fortinet's then-current list price for any incremental, additional services beyond those authorized by the Service Contract.

4.2. Payment Terms. By purchasing Services, Customer agrees to pay the purchase price for the Services, and all sales, use, valued-added and other taxes and all customs duties and tariffs now or hereafter claimed or imposed by any governmental authority upon the sale of the Services. All payments shall be due upon purchase, in U.S. Dollars, and free of any currency control or other restrictions. All sales are final and the Services are not returnable.

4.3. Registration and renewal registration. Customer must register the 'Service Contract Registration Number' which references the purchased Service or the Serial Number (for a Hardware Bundle), within three hundred sixty-five (365) days from the date of the original shipment by Fortinet of the Service Contract or Hardware Bundle to its distributor, FortiPartner or Customer, whichever originally purchased directly from Fortinet. ANY SERVICE CONTRACTS INCLUDING THOSE WHICH ARE INCLUDED IN HARDWARE BUNDLES WHICH ARE NOT REGISTERED WITHIN THREE HUNDRED SIXTY-FIVE (365) DAYS FROM THE DATE THE SERVICE CONTRACT OR HARDWARE BUNDLE WAS ORIGINALLY SHIPPED FROM FORTINET SHALL BE FORFEITED AND FORTINET SHALL HAVE NO OBLIGATION TO THE CUSTOMER REGARDING THIS AGREEMENT OR ANY RELATED SUPPORT SERVICES. It is the Customer's responsibility to register the Service Contract within the three hundred sixty-five (365) day period and to understand the original ship date from the party from which the Customer purchased the Product.

4.4. Notwithstanding anything to the contrary, Fortinet may register any Renewal Service Contract upon invoicing. Upon renewal of the Service Contract, Customer authorizes Fortinet to automatically register the Renewal Service Contract for subsequent renewal periods for which a purchase order has been placed.

4.5. In order to maintain a continuous service period, the effective date of any Renewal Service Contract shall begin as set forth herein, (the "Renewal Service Contract effective date"). In the event that registration of a Renewal Service Contract is beyond ten (10) calendar days following the expiration date of the previous Service Contract, such Renewal Service Contract effective date will be the later of (a) the calendar day following the expiration date of the Customer's previous Service Contract and (b) the date that is one hundred eighty (180) calendar days prior to the actual registration date of the Renewal Service Contract. The above does not apply if Renewal Service Contracts are registered and started within ten (10) calendar days following the expiration date of the Customer's previous services contract. In such case the start date shall be the date of registration.

4.6. Term and Termination. This Agreement is valid for the length of time provided for in the Customer's

purchased service certificate which is viewable upon activation in the applicable service/support portal and which starts from (a) the Registration Date of the Service Contract or in the case of a Hardware Bundle the Registration Date of the Product; or (b) in the event of a Renewal Service Contract that has been registered prior to the expiration date of the previous Service Contract or within ten (10) calendar days of the expiration of the previous Service Contract, starting from the calendar day following the expiration date of the previous Service Contract; or (c) in the event of a Renewal Service Contract that has not been registered within ten (10) calendar days following the expiration of the previous Service Contract, starting from the actual registration date of the Renewal Service Contract. To the extent the Services experience any interruption due to Customer's failure to complete a Renewal Service Contract, Fortinet shall not be responsible for providing Services during such interruption and will not be responsible for any losses or damages incurred by Customer or any third party attributable to this interruption in Services.

4.7. Fortinet reserves the right to terminate this Agreement and/or any and all Services being provided hereunder, in its discretion, in the event of (a) breach of any terms herein by Customer or (b) non-payment to Fortinet for any services by the Customer or a third party, with such termination having immediate effect, if such breach has not been cured within fifteen (15) calendar days after written notice by Fortinet to Customer or immediately upon notice of termination in the event of a breach that by its nature cannot be remedied within fifteen (15) calendar days. Fortinet may also terminate this Agreement without notice if Customer becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination, Fortinet shall have no obligation to provide the Services hereunder.

4.8. Third-party providers and Service modifications. Fortinet reserves the right to subcontract its obligations herein to third-party organizations. Fortinet also reserves the right to change service subcontractors without notice.

4.9. Non-Fortinet Support. To the extent Customer provides its own technical support or engages a non-approved third party to provide technical support, Fortinet is not responsible for such support, and Customer represents and warrants that all such technical support pursuant to Section 4.9 shall be performed in a satisfactory and commercially reasonable manner and will not infringe upon Fortinet's rights or the rights of any third party.

4.10. A description of the various Fortinet Services is available on the Fortinet website, and generally on the applicable services portal. In its sole discretion Fortinet may make updates to its service offerings from time to time. If Fortinet makes a material change to the Services, those changes will be reflected in the on-line service descriptions stored on the applicable portal. Fortinet may also make changes to this Agreement, including any linked documents, from time to time. Unless otherwise noted by Fortinet, material changes to the Agreement will become

effective thirty (30) days after they are posted, except if the changes apply to new functionality in which case they will be effective immediately. If Customer does not agree to the revised agreement, Customer must stop using the Services.

**4.11. Service/support portal access and security.** As part of receiving Fortinet Services, Customer may receive administrative access ID's and passwords upon installation, registration. Customer shall be solely responsible for maintaining the security of its administration access information, and shall be fully responsible for, all activities which occur, relating to access to the Services under Customer's administrative access ID. Fortinet is not responsible for unexpected use of Services or data whether by ex-employees, compromised user passwords or any other misuse of Customer accounts. Upon termination of the Services, all data, including configuration data will be deleted, and Fortinet has no responsibility for such data.

**4.12. Loss of data and accuracy of data.** While Fortinet takes commercially reasonable and industry standard technical and organizational steps to ensure the security of the Services, it is not responsible for the accidental loss or destruction of any data any End User transmits using the applicable service and Fortinet disclaims all liability of any kind in relation to the content or security of data that any End User sends or receives through the service. Further, Fortinet does not guaranty the accuracy of the reports, which may be compromised by various network incidents that impact data collection and accuracy; e.g. network outages, hardware upgrades, and the like.

## 5. PRIVACY

**5.1.** Customer consents to Fortinet's collection, use, protection and transfer of Customer's information as described in the Fortinet Privacy Policy on the Fortinet web site (<http://www.fortinet.com/aboutus/privacy.html>).

**5.2. Customer consent and privacy.** Fortinet recommends, and (where required by law) requires, the posting of legally sufficient notices to consumers and other relevant individuals ("End Users") regarding the collection of End User data through the Services. IT IS CUSTOMER'S SOLE OBLIGATION TO COMPLY WITH ALL NATIONAL AND LOCAL LAWS REGARDING CONSUMER DATA PRIVACY AND PRIVACY DISCLOSURE LAWS.

**5.3.** Customer agrees and acknowledges, and warrants that all End Users agree and acknowledge, that Fortinet may be required by law to provide assistance to law enforcement, governmental agencies and other authorities. Accordingly, Customer agrees, and shall procure that all End Users agree:

5.3.1. that Fortinet may implement and maintain an interception capability suitable to meet these requirements where Fortinet and/or partners are obliged by law to ensure or procure that such a capability is implemented and maintained;

5.3.2. that Fortinet may implement and maintain a data retention capability for the service to meet

requirements where Fortinet and/or its partners are obliged by law to ensure or procure that data is retained; and

5.3.3. Fortinet may at times cooperate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by Customer or End Users. If Fortinet is required to do so by law, this may include but is not limited to, disclosure of the Customer's or End Users' contact information to law enforcement authorities or rights-holders.

**5.4.** To the extent Customer receives administrative access IDs and passwords in connection with any accounts for the Services, Customer shall be solely responsible for maintaining the security of its admin access information, and shall be fully responsible for all activities which occur relating to access to the Services and use of any other features (including wireless access point(s), as applicable) under that administrative access ID. Customer agrees to notify Fortinet immediately of any actual or suspected unauthorized use of Customer's account or any other breach of security known by Customer.

**5.5.** Although some of our Services may provide certain notices or may seek certain consents from certain users, Fortinet does not provide legal advice, and Customer remains solely responsible and solely liable for independently (i) determining what notices and consents are legally required and (ii) providing such notices and obtaining such consents.

## 6. SOFTWARE RESTRICTIONS

**6.1.** Customer hereby agrees (i) not to create or attempt to create by reverse engineering, disassembly, decompilation or otherwise, the source code, internal structure, hardware design or organization of the product or support updates or software, or any part thereof, or to aid or to permit others to do so, except and only to the extent as expressly required by applicable law; (ii) not to remove any identification or notices of any proprietary or copyright restrictions from any product or support updates or software; (iii) not to copy the product or support updates or software, modify, translate or, unless otherwise agreed, develop any derivative works thereof or include any portion of the software in any other software program; (iv) only to use the product and support updates and software for internal business purposes, and (v) to keep confidential any software and support updates and not share them with third parties.

## 7. INDEMNIFICATION

**7.1.** Customer will defend Fortinet against any claim, demand, suit or proceeding made or brought against Fortinet by a third party arising out of Customer's breach of this Agreement, any infringement or misappropriation of intellectual property rights caused by Customer (whether or not Customer has concurrently violated this Agreement), or any illegality of Customer data (individually and collectively, a "Claim"), and will indemnify Fortinet



from any damages, attorney fees and costs finally awarded against Fortinet as a result of, or for any amounts paid by Fortinet under a settlement of, a Claim, provided Fortinet promptly gives Customer written notice of the Claim (provided that failure to so notify will not remove Customer's obligation except to the extent Customer is materially prejudiced thereby). For a Claim, Customer controls the defense and settlement of the Claim and Fortinet agrees to give Customer all reasonable assistance, at Customer's expense. Customer will not settle, compromise, or otherwise enter into any agreement regarding the disposition of any Claim without the prior written consent and approval of Fortinet unless such settlement (a) is solely for a cash payment, (b) requires no admission of liability or wrongdoing on the part of Fortinet, (c) imposes no obligation on Fortinet, (d) imposes no restriction on Fortinet's business, (e) provides that the parties to such settlement shall keep the terms of the settlement confidential, and (f) provides for a full and complete release of Fortinet. You shall reimburse Fortinet within 30 calendar days after demand for any losses incurred by Fortinet that is subject to an indemnification obligation as set forth in this Section.

## 8. WARRANTY

8.1. Service Warranties. Fortinet provides its Services and Products on an "AS IS" basis. Neither Fortinet nor any of its officers, directors, employees, partners or agents, makes any representation, claim or warranty with respect to the Services or reports or data, whether express or implied, including without limitation, any warranty of quality, performance, non-infringement, merchantability, or fitness for a particular purpose, or any results generated from use of the Services or the reports. Fortinet makes no warranty that the Services will meet your requirements, or that the Services will be uninterrupted, timely, or secure.

8.2. Fortinet will have no obligation to correct, and makes no warranty with respect to, errors caused by: (a) improper installation of the Software or Hardware; (b) changes that you have made to the Software or Hardware; (c) use of the Software or Hardware in a manner inconsistent with the Documentation and instructions; (d) the combination of the Software or Hardware with hardware or software not approved by Fortinet; (e) malfunction, modification or relocation of your Hardware or Software transferred to unapproved or unregistered devices; (f) your failure to use the Software and Services in accordance with local laws; or (g) business and/or service decisions based on reliance on the analysis or data aggregation results.

8.3. Product Warranties. Except as expressly stated in its EULA, Fortinet does not provide any warranty whatsoever and nothing in this Agreement shall be construed as expanding or adding to the warranty set forth in the EULA. In the event of a conflict between this Agreement and the EULA, the EULA shall govern. Fortinet cannot guarantee that every question or problem raised in connection with the Services will be addressed or resolved, and in no event does Fortinet warranty or guaranty security and protection from all threats. EXCEPT FOR WARRANTIES CLEARLY AND

EXPRESSLY STATED HEREIN, NOTWITHSTANDING ANYTHING TO THE CONTRARY, FORTINET MAKES, AND YOU RECEIVE, NO OTHER WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ARISING IN ANY WAY OUT OF, RELATED TO, OR UNDER THIS AGREEMENT OR THE PROVISION OF MATERIALS OR SERVICES HEREUNDER, AND, TO THE EXTENT PERMISSIBLE BY LAW, FORTINET SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

## 9. LIMITATION OF LIABILITY

9.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT WILL FORTINET BE LIABLE TO THE CUSTOMER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS OR LOSS OF DATA HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT FORTINET WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FORTINET'S TOTAL POSSIBLE LIABILITY TO THE CUSTOMER AND OTHERS ARISING FROM OR IN RELATION TO THIS AGREEMENT AND THE SERVICES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, SHALL BE LIMITED TO THE TOTAL PAYMENTS MADE BY CUSTOMER TO FORTINET UNDER THIS AGREEMENT DURING THE THREE HUNDRED SIXTY-FIVE (365) CALENDAR DAYS PRIOR TO THE DATE OF THE EVENT GIVING RISE TO THE LIABILITY. THIS LIMITATION WILL APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE. IN NO EVENT WILL FORTINET BE LIABLE FOR THE COST OF PROCUREMENT OR REPLACEMENT OF SUBSTITUTE GOODS. IN THE EVENT FORTINET SUSPENDS OR TERMINATES SERVICES IN THE MIDDLE OF A SERVICE TERM FOR ANY REASON, NOTWITHSTANDING ANYTHING TO THE CONTRARY, FORTINET'S MAXIMUM LIABILITY SHALL BE THE PRO-RATED AMOUNT OF THE FEES ACTUALLY PAID TO FORTINET FOR SUCH SERVICES FOR THE PERIOD OF THE CURRENT TERM DURING WHICH NO SUCH SERVICES ARE PERFORMED (I.E. THE PRO-RATED AMOUNT PAID FOR THE PERIOD FROM SUSPENSION OR TERMINATION TO THE END OF THE CURRENT TERM). IN ALL EVENTS, CUSTOMER IS RESPONSIBLE TO WORK IN GOOD FAITH TO MITIGATE ANY DAMAGES CUSTOMER MAY REALIZE. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO DAMAGES ARISING FROM DEATH OR PERSONAL INJURY IN ANY JURISDICTION WHERE SUCH LIMITATION IS PROHIBITED BY APPLICABLE LAW.

## 10. GENERAL PROVISIONS

10.1. Compliance with laws. Customer hereby agrees to comply with all applicable laws, such as data privacy and privacy disclosure laws. Fortinet's Products and Services may be subject to the United States Export Administration Regulations and other import and export laws. Diversion contrary to United States law and regulation is prohibited.

Customer agrees to comply with, and ensure compliance with, all applicable laws that apply to the products as well as the Customer and destination restrictions issued by U.S. and other governments. As just one example, if Customer is a FortiPartner that provides Return Manufacture Authorization, or RMA, Services or other Services on behalf of another entity or otherwise provides Product or Services, Customer shall ensure proper, required export licenses are obtained for all Product, whether newly-purchased or RMA, prior to exporting those appliances and prior to providing any Services related to those appliances, if such export license is required. In addition, if Customer or the end-user on whose behalf Customer is providing RMA, Services or other Services is designated a Denied Party, Specially Designated National, on the Entity List, or otherwise subject to an export license requirement after this agreement, then Fortinet may terminate or suspend, in its sole discretion, any and all Services related to Product or Services exported without full compliance with applicable export laws. For additional information on U.S. export controls see [www.bis.doc.gov](http://www.bis.doc.gov). Fortinet assumes no responsibility or liability for Customer's or partners' failure to obtain any necessary import and export approvals. Customer represents that neither the United States Bureau of Industry and Security nor any other governmental agency has issued sanctions against Customer or otherwise suspended, revoked or denied Customer's export privileges. Customer agrees not to use or transfer the Products or Services for any use relating to nuclear, chemical or biological weapons, or missile technology, unless authorized by the United States Government by regulation or specific written license. Additionally, Customer agrees not to directly or indirectly export, import or transmit the Products or Services contrary to the laws or regulations of any other governmental entity that has jurisdiction over such export, import, transmission or use. Customer represents that Customer understands, and Customer hereby agrees to comply with, all requirements of the U.S. Foreign Corrupt Practices Act and all other applicable laws. Fortinet is not responsible for service delays or outages or loss of data resulting from activities related to Fortinet's and its service partners compliance with export regulations and cooperation with applicable domestic or foreign regulatory agencies (e.g., delays caused by requirement to obtain required licenses). Customer agrees, acknowledges and warrants that it will take reasonable steps to ensure it will meet all legal requirement to assist law enforcement agencies.

**10.2. Survival of terms.** The terms contained herein which by their nature are intended to survive the termination of this Agreement shall do so.

**10.3. Transferability.** Customer may not assign or otherwise transfer this Agreement without written consent from Fortinet. Any attempted assignment or attempted transfer without Fortinet's consent shall be null and void. Fortinet may assign its rights and obligation under this Agreement to a third party without consent from Customer.

**10.4. Entire Agreement.** The provisions of this Agreement constitute the entire agreement between the parties with

respect to the subject matter hereof, and this Agreement supersedes all prior agreements or representations, oral or written, regarding such subject matter. With the exception of the EULA, this Agreement takes precedence over any conflicting provisions in a document a Fortinet portal website, such as a service description or support portal terms. This Agreement may be modified or amended only in accordance with Section 4.10 herein. All notices from Customer to Fortinet must be made by opening a new support ticket through the Support Portal.

**10.5. Confidential information.** Customer may be exposed to certain information concerning the Products and Services including, without limitation, maintenance releases (regularly scheduled and released updates and upgrades to software), feature releases (enhancements released through Fortinet's Product planning practices or through Customer requests) and other product, service or business information, which is Fortinet's confidential or proprietary information (herein "Confidential Information"). The Customer agrees that during and after the term of this Agreement, the Customer will not use or disclose to any third party any Confidential Information without the prior written consent of Fortinet, and Customer will use reasonable efforts to protect the confidentiality of such Confidential Information. The Customer may disclose the Confidential Information only to its employees as is reasonably necessary for the purposes for which such information was disclosed to customer; provided that each such employee is under a written obligation of nondisclosure which protects the Confidential Information under terms substantially similar to those herein. Fortinet may process and store customer data in the United States or any other country in which Fortinet or its agents work or maintain facilities. Customer will take reasonable steps not to disclose to Fortinet any personally identifiable, confidential or sensitive data, and customer hereby consents to Fortinet's processing and storage of customer data. Customer acknowledges and agrees that Fortinet is merely a data processor.

**10.6. Governing Law, venue and settlement of controversies.** This Agreement shall be governed by the laws of the State of California, as applied to agreements entered into and to be performed entirely within California between California residents, without regard to the principles of conflict of laws or the United Nations Convention on Contracts for the International Sale of Goods. Any controversies or claims arising from or relating to this Agreement, or the breach hereof, which cannot be amicably settled by and between the parties, shall be referred to and finally settled by arbitration. The place of arbitration shall be Santa Clara, California, pursuant to the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services (JAMS), or its successor, before a sole, mutually agreed upon arbitrator and shall be conducted in English. Award for such dispute will be rendered by a single, neutral, mutually agreeable arbitrator. The parties specifically consent and agree that the Federal Courts located in the Northern District of California will have exclusive jurisdiction over enforcement of any arbitration decisions.

10.7. Taxes and Duty. All prices payable under this Agreement are exclusive of all foreign, federal, state, municipal tax or duty now in force or enacted in the future. Customer shall comply with all applicable tax laws and regulations and the Customer will promptly pay or reimburse Fortinet for any costs and damages related to any liability incurred as a result of Customer's non-compliance or delay with its responsibilities herein. The Customer's obligations under this section shall survive termination or expiration of this Agreement.

10.8. English language and interpretation. This Agreement is in the English language only, which language shall be controlling in all respects. Any versions of this Agreement in any other language will be for accommodation only and will not be binding upon either party. In construing or interpreting this Agreement, the word "or" shall not be construed as exclusive, and the word "including" shall not be limiting. The parties agree that this Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against either party and that ambiguities shall not be interpreted against the drafting party.

10.9. No waiver and severability. Failure by Fortinet to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. The exercise by either party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. If for any reason a court of competent jurisdiction or an agreed-upon

arbitrator finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

10.10. Force Majeure. Fortinet shall be excused from performance to the extent performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers or any other reason where failure to perform is beyond Fortinet's reasonable control.

10.11. Future Functionality. Customer agrees that its purchases of Products or Services are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Fortinet regarding future functionality or features.

10.12. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

10.13. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. For clarity, End Users (as defined in Section 9) are not third-party beneficiaries to this Agreement.

May 2017

-----End of Document-----

# 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.**

Dell Marketing, L.P.  
Round Rock, TX United States

**Certificate Number:**  
2018-431814

**Date Filed:**  
12/07/2018

**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.**

DIR-TSO-3763  
Enterprise Firewalls

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Dell, Michael	Round Rock, TX United States	X	

**5 Check only if there is NO Interested Party.**

☐

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

*Dennis Brabandt*

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** H.2

---

**Title:** Consider a resolution establishing a Chapter 380 Economic Development Program for Chatsworth Products, Inc.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 12/20/2018

**Dept Director:**

**Cost:**

**Indexes:**

**Attachments:** Resolution

**Department:** Administration

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### **Text of Legislative File 2018-6219**

Chatsworth is a leading global supplier and manufacturer of systems designed to organize, store and secure IT infrastructure equipment. They have been in business since 1991 and have several locations in the United State and internationally. They have a client base consisting of organizations such as Dell, Office Depot, and AmerisourceBergen, just to name a few.

This Chapter 380 Economic Development program requires Chatsworth to secure a lease on a facility in Round Rock and maintain the lease for a minimum of seven years, invest at least \$1,200,000 in equipment and other building improvements, and employ at least forty (40) employees. The City's obligations are to make economic incentive payments totaling \$50,000 over two years (\$25,000 in year one and two).

A corresponding Chapter 380 Economic Development Program Agreement is a separate item on this agenda and sets out the terms and provision of this Program in more detail.

**RESOLUTION NO. R-2018-6219**

**WHEREAS**, Chatsworth Products, a Delaware corporation (“Chatsworth”) has expressed to the City of Round Rock (“City”) its desire to locate a facility in the City which will provide jobs and additional tax base to the City, and

**WHEREAS**, §380.001 Local Government Code provides that a municipality may establish an economic development program (“Program”) to promote local economic development and to stimulate business and commercial activity in the municipality, and

**WHEREAS**, the City Council has determined that the Program described in Exhibit “A” will meet the goals set forth in said §380.001 and will be of mutual benefit to both parties, Now Therefore

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

That the City offers to Chatsworth a §380.001 Program in exchange for Chatsworth locating an office facility to the City, and

**BE IT FURTHER RESOLVED**

That the offer of the Program shall be as generally outlined in Exhibit “A” attached hereto 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 December, 2018.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

SARA L. WHITE, City Clerk

## **EXHIBIT A**

### **ECONOMIC DEVELOPMENT PROGRAM**

The terms of the \$380,001 Economic Development Program to be offered to Chatsworth Products, ("Chatsworth") in exchange for Chatsworth's locating a facility in the City of Round Rock are as generally outlined below:

1. Chatsworth's obligations:
  - 1.1. Chatsworth agrees to lease and occupy building located at 900 E. Old Settlers Blvd, Round Rock, Texas (the "Facility").
  - 1.2. Chatsworth agrees to invest at least \$1,200,000 in Facility improvements and personal property.
  - 1.3. Chatsworth agrees to employ at least 40 full-time employees in the Facility.
2. City's obligations:
  - 2.1. City shall, subject to Chatsworth's satisfaction of its obligation to execute a lease for the office facility and to employ 40 employees, make the following EIP's to Chatsworth:

<u>Date</u>	<u>Amount</u>
April 1, 2020	\$25,000.00
April 1, 2021	\$25,000.00

3. The terms and provisions of this Program will be set out in more detail in the Economic Development Program Agreement of even date herewith.





# City of Round Rock

## Agenda Item Summary

**Agenda Number:** H.3

---

**Title:** Consider a resolution authorizing the Mayor to execute a Chapter 380 Economic Development Program Agreement with Chatsworth Products, Inc.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 12/20/2018

**Dept Director:**

**Cost:**

**Indexes:**

**Attachments:** Resolution, Exhibit A

**Department:** Administration

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### **Text of Legislative File 2018-6220**

This Chapter 380 Economic Development Program agreement is between the City and Chatsworth Products, Inc. One of our economic development target sectors for Round Rock is the innovative manufacturing sector and Chatsworth falls into this sector.

Chatsworth is a leading global supplier and manufacturer of systems designed to organize, store and secure IT infrastructure equipment. They have been in business since 1991 and have several locations in the United State and internationally. They have a client base consisting of organizations such as Dell, Office Depot, and AmerisourceBergen, just to name a few.

The agreement requires Chatsworth to secure a lease on a facility in Round Rock and maintain the lease for a minimum of seven years, invest at least \$1,200,000 in equipment and other building improvements, and employ at least forty (40) employees. This agreement calls for the City to make economic incentive payments totaling \$50,000 over two years (\$25,000 in year one and two). The agreement does have claw-backs in place to recapture these incentives if the company does not fulfill their obligation.

**RESOLUTION NO. R-2018-6220**

**WHEREAS**, Chatsworth Products, a Delaware corporation (“Chatsworth”) has expressed to the City of Round Rock (“City”) its desire to locate a facility in the City which will provide jobs and additional tax base to the City, and

**WHEREAS**, the purpose of this Resolution is to approve an economic development agreement as contemplated by Chapter 380 of the Texas Local Government Code whereby Chatsworth will lease space in a building located at 900 E. Old Settlers Boulevard, 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 Economic Development Program Agreement with Chatsworth Products, 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 December, 2018.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

SARA L. WHITE, City Clerk

# EXHIBIT

## "A"

### ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This Economic Development Program Agreement ("Agreement") is entered into this \_\_\_\_ day of December, 2018, by and between the **City of Round Rock, Texas**, a Texas home rule municipal corporation ("City"), and **Chatsworth Products**, a Delaware corporation ("Chatsworth").

**WHEREAS**, the City has adopted Resolution No. \_\_\_\_\_, attached as Exhibit A ("City Resolution"), establishing an economic development program and authorizing the Mayor to enter into this Agreement with Chatsworth in recognition of the positive economic benefits to the City through Chatsworth's leasing space in a building located at 900 E. Old Settlers Blvd, in the City Round Rock; and

**WHEREAS**, Chatsworth will employ at least forty (40) employees when the Facility (as hereinafter defined) is complete, and during the term of this Agreement; and

**WHEREAS**, the purpose of this Agreement is to promote economic development as contemplated by Chapter 380 of the Texas Local Government Code whereby Chatsworth will expend significant sums to install improvements to and equip the Facility and lease, occupy, and operate the Facility in conformance with the City's development approvals for the Facility; and

**WHEREAS**, the City agrees to provide performance based economic development grants to Chatsworth to defray a portion of Chatsworth's expenses;

**NOW, THEREFORE**, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Chatsworth agree as follows:

1. **Authority.** The City's execution of this Agreement is authorized by Chapter 380 of the Texas Local Government Code, and the City Resolution, and constitutes a valid and binding obligation of the City in the event Chatsworth proceeds with the lease and occupation of the Facility. The City acknowledges that Chatsworth is acting in reliance upon the City's performance of its obligations under this Agreement in making its decision to commit substantial resources and money to lease, improve and occupy the Facility.

#### 2. Definitions.

2.1 **"Economic Incentive Payment(s)" ("EIPs")** means the amount paid by the City to Chatsworth under the Program.

2.2 **"Effective Date"** is the date this Agreement is executed to be effective by the City and Chatsworth.

2.3 **"Facility"** means the portion of the building located at 900 E. Old Settlers Blvd, Round Rock, Texas 78664 to be leased by Chatsworth.

2.4 **"Improvements"** means the finish out of and additions to the Facility, and personal property and equipment with a minimum value of \$1,200,000.00.

- 2.5 **“Program”** means the economic development program established by the City pursuant to Chapter 380 of the Texas Local Government Code and under the City Resolution to promote local economic development and stimulate business and commercial activity within the City.
- 2.6 **“Recapture Liability”** means the total amount of all EIP’s that are paid as result of this Agreement that are subject to recapture by the City from Chatsworth in the event of a Chatsworth default.
3. **Term.** This Agreement shall become enforceable upon its Effective Date and shall terminate on December 31, 2025.
4. **Rights and Obligations of Chatsworth.**
- 4.1 Lease of Facility. Chatsworth agrees to provide City with documentation showing that it has leased the Facility until at least December 31, 2025.
- 4.2 Improvements. Chatsworth agrees to spend at least \$1,200,000 to construct and/or install the Improvements on or before December 31, 2019. Chatsworth agrees to provide City with documentation showing that this obligation has been satisfied. City shall have the right, following reasonable advance notice to Chatsworth, to audit Chatsworth’s records to verify that this obligation has been satisfied.
- 4.3 Jobs.
- 4.3.1 Job Creation and Creation. Within thirty (30) days after the City issues a Certificate of Occupancy (“CO”) for the Facility, Chatsworth agrees to employ in the Facility at least 20 full-time employees and to add employees in accordance with the following schedule:
- | <u>Date</u>       | <u>Retain</u> | <u>New</u> | <u>Total</u> |
|-------------------|---------------|------------|--------------|
| 30 days after CO  | N/A           | 20         | 20           |
| December 31, 2020 | 20            | 10         | 30           |
| December 31, 2021 | 30            | 10         | 40           |
- In addition, Chatsworth agrees to retain 40 full-time employees for the full term of this Agreement.
- 4.3.2 Salaries and Benefits. Chatsworth agrees that the full-time jobs will have an average annual salary of at least \$45,000 including industry standard benefits.
- 4.3.3 Job Compliance Affidavit. Chatsworth agrees to provide to the City an annual Job Compliance Affidavit by March 1 of each calendar year during the term of this Agreement. A copy of the Job Compliance Affidavit form is attached hereto as Exhibit B. City shall have the right, following reasonable advance notice to

Chatsworth, to audit Chatsworth's records to verify that this obligation has been satisfied.

- 4.4 Compliance with regulations. Chatsworth agrees that it will comply with the City's development approval processes and shall lease the Facility and construct and install the Improvements and occupy and operate the Facility consistent with City ordinances, development regulations and requirements.
- 4.5 Continuous operation. Chatsworth agrees that it will continuously operate the Facility and employ the number of employees set out in section 4.3.1 during the term of this Agreement, including any extensions.

## **5. Rights and Obligations of the City.**

In consideration of Chatsworth's compliance with this Agreement, the City agrees as follows:

### **5.1 Economic Incentive Payment ("EIP").**

5.1.1 EIP. City shall, subject to Chatsworth's satisfaction of its obligation to execute a lease for the building, invest \$1,200,000 in Improvements by December 31, 2019, and to employ the number of employees set forth in Section 4 above, make EIPs to Chatsworth as follows:

<u>Date</u>	<u>Amount</u>
April 1, 2020	\$ 25,000.00
April 1, 2021	\$ 25,000.00

5.1.2 EIP Subject to Future Appropriations. This Agreement shall not be construed as a commitment, issue or obligation of any specific taxes or tax revenues for payment to Chatsworth. The EIP by the City under this Agreement is subject to the City's appropriation of funds for such payments in the budget year for which they are made. The EIP to be made to Chatsworth, if paid, shall be made solely from annual appropriations from the general funds of the City or from such other funds of the City as may be legally set aside for the implementation of Article III, Section 52a of the Texas Constitution or Chapter 380 of the Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements. In the event that the City does not appropriate funds in any fiscal year for the EIP due under this Agreement, such failure shall not be considered a default under Section 7.3, and the City shall not be liable to Chatsworth for such EIP, however, the City shall extend this Agreement for another year(s), until Chatsworth has received all of the EIPs provided for herein. In addition, Chatsworth shall have the right but not the obligation to rescind

this Agreement. To the extent there is a conflict between this paragraph and any other language or covenant in this Agreement, this paragraph shall control.

**6. EIP Recapture.** In the event the City terminates this Agreement as a result of Chatsworth's default, the City may recapture and collect from Chatsworth the Recapture Liability. Chatsworth shall pay to the City the Recapture Liability within thirty (30) days after the City makes demand for same, subject to any and all lawful offsets, settlements, deduction, or credits to which Chatsworth may be entitled. Notwithstanding anything herein to the contrary, such Recapture Liability shall not exceed, in the aggregate, an amount equal to all EIPs that were paid pursuant to this Agreement from the Effective Date to the date of termination (together with interest thereon to be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas, but without the addition of a penalty). The City shall have all remedies for the collection of the Recapture Liability as provided generally in the Tax Code for the collection of delinquent property taxes.

**7. Miscellaneous.**

- 7.1 Mutual Assistance. The City and Chatsworth will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement.
- 7.2 Representations and Warranties. The City represents and warrants to Chatsworth that the Program and this Agreement are within its authority, and that it is duly authorized and empowered to establish the Program and enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Chatsworth represents and warrants to the City that it has the requisite authority to enter into this Agreement.
- 7.3 Default. If either the City or Chatsworth should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of thirty (30) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If the City remains in default after notice and opportunity to cure, Chatsworth shall have the right to terminate this Agreement by giving written notice thereof to City and to pursue any remedy at law or in equity for the City's breach. If Chatsworth remains in default after notice and opportunity to cure, City shall have the right to terminate this Agreement by giving written notice thereof to Chatsworth and to pursue any remedy at law or in equity for Chatsworth's breach, in addition to the right of EIP recapture set forth above.
- 7.4 Attorney's Fees. In the event any legal action or proceeding is commenced in a court of competent jurisdiction between the City and Chatsworth to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.

- 7.5 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the EIP. This Agreement may only be amended, altered or revoked by written instrument signed by the City and Chatsworth.
- 7.6 Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns.
- 7.7 Assignment. Chatsworth may not assign all or part of its rights and obligations to a third party without the express written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed, provided, however, that Chatsworth may assign this Agreement without the consent of the to an entity which controls, is controlled by or is under common control with Chatsworth, any successor entity to Chatsworth by way of merger, consolidation or other non-bankruptcy corporate reorganization, or an entity which acquires all or substantially all of Chatsworth's assets, partnership or membership interests, or capital stock.
- 7.8 Amendment. This Agreement may be amended by the mutual written agreement of the parties.
- 7.9 Termination. In the event Chatsworth elects not to lease the building as contemplated by this Agreement, Chatsworth shall notify the City in writing, and this Agreement and the obligations on the part of both parties shall be deemed terminated and of no further force or effect.
- 7.10 Notice. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

If to City: City of Round Rock  
221 E. Main Street  
Round Rock, TX 78664  
Attn: City Manager  
Phone: (512) 218-5400  
Email: [lhadley@roundrocktexas.gov](mailto:lhadley@roundrocktexas.gov)

With a required copy to:

Sheets & Crossfield  
309 E. Main Street  
Round Rock, TX 78664  
Attn: Stephan L. Sheets  
Phone: (512) 255-8877  
Email: [steve@scrllaw.com](mailto:steve@scrllaw.com)

If to Chatsworth:      Chatsworth Products  
29899 Agoura Road, Suite 120  
Agoura Hills, CA 91301  
Attn: Lawrence W. Varblow

With a required copy to:

Chatsworth Products, Inc.  
3004 South Austin Avenue  
Georgetown, TX 78626  
Attn: Henry Kubicek

Either party may designate a different address at any time upon written notice to the other party.

- 7.11 Interpretation. Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.
- 7.12 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.
- 7.13 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- 7.14 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
- 7.15 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.
- 7.16 Force Majeure. Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused, prevented, or restricted by conditions beyond that Party's reasonable control (a "force majeure event"). A *force majeure* event for the purposes of this Agreement shall include, but not be limited to, acts of God, fire; explosion, vandalism; storm or similar occurrences; orders or acts of military or civil authority; litigation;



changes in law, rules, or regulations outside the control of the affected Party; national emergencies or insurrections; riots; acts of terrorism; or supplier failures, shortages or breach or delay. Except as otherwise expressly provided, herein, there shall be an equitable adjustment allowed for performance under this Agreement as the result of any event of *force majeure*.

- 7.17 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the development of the Facility or the design, construction or operation of any portion of the Facility.
- 7.18 Estoppel Certificate. Chatsworth may request an estoppel certificate from City so long as the certificate is requested in connection with a bona fide business purpose and requests commercially reasonable certifications. City agrees to promptly execute and deliver any estoppel certificate reasonably requested pursuant to this Section 7.18. The certificate, which will upon request be addressed to Chatsworth, or a lessee, purchaser or assignee of Chatsworth, shall include, but not necessarily be limited to, statements (qualified to the best knowledge of the City) that this Agreement is in full force and effect without default (or if a default exists, the nature of such default and any curative action which should be undertaken to cure same), the remaining term of this Agreement, and such other matters reasonably requested by the party(ies) to receive the certificate.

EXECUTED to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date").

**CITY OF ROUND ROCK, TEXAS,**

By: \_\_\_\_\_  
Craig Morgan, Mayor

Date: December \_\_, 2018

APPROVED as to form:

\_\_\_\_\_  
Stephan L. Sheets, City Attorney

**Chatsworth Products**, a Delaware corporation

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

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

Its: \_\_\_\_\_

*Lawrence W. Varrilow*  
LAWRENCE W. VARRILLOW  
CFO

Date: NOVEMBER 28, 2018

**EXHIBIT "A"**  
**TO THE ECONOMIC DEVELOPMENT AGREEMENT**

**RESOLUTION NO. R-\_\_\_\_\_**

**WHEREAS**, Chatsworth Products, a Delaware corporation ("Chatsworth") has expressed to the City of Round Rock ("City") its desire to locate a facility to the City which will provide jobs and additional tax base to the City, and

**WHEREAS**, §380.001 Local Government Code provides that a municipality may establish an economic development program ("Program") to promote local economic development and to stimulate business and commercial activity in the municipality, and

**WHEREAS**, the City Council has determined that the Program described in Exhibit "A" will meet the goals set forth in said §380.001 and will be of mutual benefit to both parties, Now Therefore

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

That the City offers to Chatsworth a §380.001 Program in exchange for Chatsworth locating an office facility to the City, and

**BE IT FURTHER RESOLVED**

That the offer of the Program shall be as generally outlined in Exhibit "A" attached hereto 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 \_\_\_\_ day of December, 2018.

---

CRAIG MORGAN, Mayor

City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk

**EXHIBIT A**  
**TO THE RESOLUTION**

**ECONOMIC DEVELOPMENT PROGRAM**

The terms of the §380.001 Economic Development Program to be offered to Chatsworth Products, ("Chatsworth") in exchange for Chatsworth's locating a facility in the City of Round Rock are as generally outlined below:

1. Chatsworth's obligations:

1.1. Chatsworth agrees to lease and occupy building located at 900 E. Old Settlers Blvd, Round Rock, Texas (the "Facility").

1.2 Chatsworth agrees to invest at least \$1,200,000 in Facility improvements and personal property.

1.3 Chatsworth agrees to employ at least 40 full-time employees in the Facility.

2. City's obligations:

2.1 City shall, subject to Chatsworth's satisfaction of its obligation to execute a lease for the office facility and to employ 40 employees, make the following EIP's to Chatsworth:

<u>Date</u>	<u>Amount</u>
April 1, 2020	\$25,000.00
April 1, 2021	\$25,000.00

3. The terms and provisions of this Program will be set out in more detail in the Economic Development Program Agreement of even date herewith.

# JOB COMPLIANCE AFFIDAVIT

1. "My name is \_\_\_\_\_. I am over the age of 21 years and am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.
2. "I am the \_\_\_\_\_ (title) \_\_\_\_\_ of CHATSWORTH PRODUCTS and I am duly authorized to make this affidavit.
3. "As of December 31, 20\_\_\_\_, CHATSWORTH PRODUCTS had the following job positions and salaries:

[illegible]

_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
TOTAL JOBS _____		AVG. SALARY\$ _____

4. "In addition to the salary, all full-time jobs included industry standard employee benefits.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_(Signature)  
 \_\_\_\_\_(Printed name)  
 \_\_\_\_\_(Title)

SUBSCRIBED AND SWORN TO before me on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 Notary Public, State of Texas





# City of Round Rock

## Agenda Item Summary

**Agenda Number:** H.4

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**Title:** Consider a resolution authorizing the Mayor to execute a Contract with Austin Underground, Inc. for the Gattis School Road Wastewater Improvements Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 12/20/2018

**Dept Director:** Michael Thane, Utilities and Environmental Services Director

**Cost:** \$665,357.00

**Indexes:** Self-Financed Wastewater Construction

**Attachments:** Resolution, Bid Tab, Letter of Recommendation, Form 1295, Map

**Department:** Utilities and Environmental Services

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### **Text of Legislative File 2018-6201**

In January 2017, the City involuntarily annexed several properties along the south side of Gattis School Road from future Kenney Fort Boulevard to Via Sonoma Trail. These properties are not presently served by City wastewater. Based on the annexation requirements, the City is required to provide utility service to these properties within 2 ½ years of annexation. At the time of annexation, a concept route for providing wastewater service was developed.

On May 10, 2018, City Council awarded a professional engineering services agreement with DCS Engineering, LLC, for design of approximately 575 linear feet of 10-inch and 2,940 linear feet of 8-inch wastewater main along the proposed route to serve the annexed properties. In addition, 150 linear feet of 12-inch waterline extension will be provided to bring water from the north side of Gattis School Road to the south side of Gattis School Road.

On November 29, 2018, eleven bids were submitted and the lowest bid in the amount of \$665,357 was submitted by Austin Underground, Inc.

**Cost:** \$665,357

**Source of Funds:** *Self-Financed Wastewater Construction*

**RESOLUTION NO. R-2018-6201**

**WHEREAS**, the City of Round Rock has duly advertised for bids for the Gattis School Road Wastewater Improvements Project; and

**WHEREAS**, Austin Underground, Inc. has submitted the lowest responsible bid; and

**WHEREAS**, the City Council wishes to accept the bid of Austin Underground, 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 Underground, Inc. for the Gattis School Road Wastewater 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 December, 2018.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

SARA L. WHITE, City Clerk

City of Round Rock  
Gattis School Rd Wastewater Improvements  
Bids Opened: 11/29/18 at 2:00 pm

BID TABULATION						Austin Underground, Inc.		Austin Engineering Company, Inc.		Whitestone Civil Construction, LLC		Sanat Clara Construction, Ltd.		Lee Contractors, Inc.		Smith Contracting Company, Inc.		Jimmy Evans Company			
Addenda Acknowledged (Y/N)						Y		Y		Y		Y		Y		Y		Y			
Bid Security (Y/N)						Y		Y		Y		Y		Y		Y		Y			
Statement of Bidder's Safety Experience (Y/N)						Y		Y		Y		Y		Y		Y		Y <sup>2</sup>			
Bid No. 1:Grading, Paving, and Drainage Items																					
Bid Item	Description	Quantity	Unit	Unit Price		Total Amount	Unit Price		Total Amount	Unit Price		Total Amount	Unit Price		Total Amount	Unit Price		Total Amount	Unit Price		Total Amount
1	Mobilization (Maximum 5% of total bid), complete in place per Specification 700.	1	LS	\$ 33,000.00		\$ 33,000.00	\$ 25,000.00		\$ 25,000.00	\$ 28,000.00		\$ 28,000.00	\$ 35,900.00		\$ 35,900.00	\$ 39,500.00		\$ 39,500.00	\$ 37,000.00		\$ 36,350.00
2	Furnish and Install 8" SDR 26 PVC Pipe installed in rock including rock excavation, tracer tape, disposal of excess material, and appurtenances with standard bedding and backfill, 0 -10 ft deep, complete in place per Specification 510.	815	LF	\$ 65.00		\$ 52,975.00	\$ 90.00	6	\$ 73,350.00	\$ 75.00		\$ 61,125.00	\$ 73.00		\$ 59,495.00	\$ 62.00		\$ 50,530.00	\$ 70.00		\$ 57,050.00
3	Furnish and Install 8" SDR 26 PVC Pipe installed in rock including rock excavation, tracer tape, disposal of excess material, and appurtenances with standard bedding and backfill 10 -14 ft deep, complete in place per Specification 510.	754	LF	\$ 80.00		\$ 60,320.00	\$ 107.00		\$ 80,678.00	\$ 85.00		\$ 64,090.00	\$ 97.00		\$ 73,138.00	\$ 84.00		\$ 63,336.00	\$ 90.00		\$ 67,860.00
4	Furnish and Install 8" SDR 26 PVC Pipe installed in rock including rock excavation, tracer tape, disposal of excess material, and appurtenances with standard bedding and backfill, 14 - 18 ft deep, complete in place per Specification 510.	466	LF	\$ 120.00		\$ 55,920.00	\$ 128.00		\$ 59,648.00	\$ 92.00		\$ 42,872.00	\$ 130.00		\$ 60,580.00	\$ 95.00		\$ 44,270.00	\$ 120.00		\$ 55,920.00
5	Furnish and Install 8" SDR 26 PVC Pipe installed in clay including tracer tape, disposal of excess material, and appurtenances with standard bedding and backfill, 0-10 ft deep, complete in place per Specification 510.	570	LF	\$ 50.00		\$ 28,500.00	\$ 73.00		\$ 41,610.00	\$ 55.00		\$ 31,350.00	\$ 42.00		\$ 23,940.00	\$ 45.00		\$ 25,650.00	\$ 50.00		\$ 28,500.00
6	Furnish and Install 8" SDR 26 PVC Pipe installed in clay including tracer tape, disposal of excess material, and appurtenances with standard bedding and backfill, 10-14 ft deep, complete in place per Specification 510.	228	LF	\$ 70.00		\$ 15,960.00	\$ 78.00		\$ 17,784.00	\$ 56.00		\$ 12,768.00	\$ 54.00		\$ 12,312.00	\$ 58.00		\$ 13,224.00	\$ 60.00		\$ 13,680.00
7	Furnish and Install 8" C-900 (DR-25) PVC Pipe installed in rock including rock excavation, tracer tape, disposal of excess material, and appurtenances with standard bedding and backfill, 14-18 ft deep, complete in place per Specification 510.	24	LF	\$ 80.00		\$ 1,920.00	\$ 121.00		\$ 2,904.00	\$ 65.00		\$ 1,560.00	\$ 157.00		\$ 3,768.00	\$ 200.00		\$ 4,800.00	\$ 140.00		\$ 3,360.00
8	Furnish and Install 10" SDR 26 PVC Pipe installed in rock including rock excavation, tracer tape, disposal of excess material, and appurtenances with standard bedding and backfill, 0-10 ft deep, complete in place per Specification 510.	93	LF	\$ 85.00		\$ 7,905.00	\$ 93.00		\$ 8,649.00	\$ 70.00		\$ 6,510.00	\$ 77.00		\$ 7,161.00	\$ 75.00		\$ 6,975.00	\$ 70.00		\$ 6,510.00
9	Furnish and Install 10" SDR 26 PVC Pipe installed in rock including rock excavation, tracer tape, disposal of excess material, and appurtenances with standard bedding and backfill, 10 - 16 ft deep, complete in place per Specification 510.	128	LF	\$ 120.00		\$ 15,360.00	\$ 112.00		\$ 14,336.00	\$ 82.00		\$ 10,496.00	\$ 107.00		\$ 13,696.00	\$ 105.00		\$ 13,440.00	\$ 90.00		\$ 11,520.00
10	Furnish and Install 10" SDR 26 PVC Pipe installed in rock including rock excavation, tracer tape, disposal of excess material, and appurtenances with standard bedding and backfill, 16 -22 ft deep, complete in place per Specification 510.	74	LF	\$ 130.00		\$ 9,620.00	\$ 135.00		\$ 9,990.00	\$ 115.00		\$ 8,510.00	\$ 165.00		\$ 12,210.00	\$ 135.00		\$ 9,990.00	\$ 120.00		\$ 8,880.00
11	Furnish and Install 10" SDR 26 PVC Pipe installed in clay including tracer tape, disposal of excess material, and appurtenances with standard bedding and backfill, 0 - 10 ft deep, complete in place per Specification 510.	92	LF	\$ 65.00		\$ 5,980.00	\$ 76.00		\$ 6,992.00	\$ 60.00		\$ 5,520.00	\$ 45.00		\$ 4,140.00	\$ 54.00		\$ 4,968.00	\$ 60.00		\$ 5,520.00
12	Furnish and Install 10" SDR 26 PVC Pipe installed in clay including tracer tape, disposal of excess material, and appurtenances with standard bedding and backfill, 10 - 16 ft deep, complete in place per Specification 510.	127	LF	\$ 66.00		\$ 8,382.00	\$ 84.00		\$ 10,668.00	\$ 68.00		\$ 8,636.00	\$ 61.00		\$ 7,747.00	\$ 90.00		\$ 11,430.00	\$ 70.00		\$ 8,890.00
13	Furnish and Install 10" SDR 26 PVC Pipe installed in clay including tracer tape, disposal of excess material, and appurtenances with standard bedding and backfill, 16 - 22 ft deep, complete in place per Specification 510.	74	LF	\$ 100.00		\$ 7,400.00	\$ 88.00		\$ 6,512.00	\$ 85.00		\$ 6,290.00	\$ 90.00		\$ 6,660.00	\$ 125.00		\$ 9,250.00	\$ 90.00		\$ 6,660.00
14	Furnish and Install 6" SDR 26 PVC Pipe for service line, with standard bedding and backfill and clean-out, 13 ft deep, complete in place per Specification 510.	10	LF	\$ 170.00		\$ 1,700.00	\$ 380.00		\$ 3,800.00	\$ 100.00		\$ 1,000.00	\$ 71.00		\$ 710.00	\$ 52.00		\$ 520.00	\$ 100.00		\$ 1,000.00
15	Furnish and Install Standard City of Round Rock 4-Foot Dia. Sanitary Sewer Manhole with 4' Riser and Bolted Cover, 0 - 8 ft deep, complete in place per Specification 506.	9	EA	\$ 5,400.00		\$ 48,600.00	\$ 4,600.00		\$ 41,400.00	\$ 7,000.00		\$ 63,000.00	\$ 5,000.00		\$ 45,000.00	\$ 5,000.00		\$ 45,000.00	\$ 5,700.00		\$ 51,300.00
16	Furnish and Install Extra Depth on 4-foot Dia. Sanitary Sewer Manhole with 4' Riser, Depth: 8 - 18 ft, complete in place per Specification 506.	34	VF	\$ 430.00		\$ 14,620.00	\$ 300.00		\$ 10,200.00	\$ 400.00		\$ 13,600.00	\$ 350.00		\$ 11,900.00	\$ 550.00		\$ 18,700.00	\$ 600.00		\$ 20,400.00
17	Furnish and Install Standard City of Round Rock 5-Foot Dia. Sanitary Sewer Manhole with 5' Riser and Bolted Cover, 0 - 22 ft deep, complete in place per Specification 506.	1	EA	\$ 17,000.00		\$ 17,000.00	\$ 9,000.00		\$ 9,000.00	\$ 15,000.00		\$ 15,000.00	\$ 14,000.00		\$ 14,000.00	\$ 22,500.00		\$ 22,500.00	\$ 13,300.00		\$ 13,300.00
18	Furnish and Install Standard Manhole External Drop Connection, up to 7 feet of drop, complete in place per Specification 506.	1	EA	\$ 2,700.00		\$ 2,700.00	\$ 1,000.00		\$ 1,000.00	\$ 4,000.00		\$ 4,000.00	\$ 5,000.00		\$ 5,000.00	\$ 5,500.00		\$ 5,500.00	\$ 2,000.00		\$ 2,000.00



**City of Round Rock**  
**Gattis School Rd Wastewater Improvements**  
**Bids Opened: 11/29/18 at 2:00 pm**

Bid Item	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
19	Furnish and Install City of Round Rock Standard Manhole Internal Drop Connection, up to 14 feet of drop, complete in place per Specification 506.	1	EA	\$ 4,200.00	\$ 4,200.00	\$ 1,200.00	\$ 1,200.00	\$ 3,750.00	\$ 3,775.00	7	\$ 3,775.00	\$ 7,000.00	\$ 7,000.00	\$ 9,500.00	\$ 9,500.00	\$ 2,500.00	\$ 2,500.00	\$ 9,070.00	\$ 9,070.00
20	Furnish and Install Manhole Vent and Ball Check Valve where shown on the plans, complete in place per Specification 506.	2	EA	\$ 4,600.00	\$ 9,200.00	\$ 4,000.00	\$ 8,000.00	\$ 5,000.00	\$ 10,000.00	\$ 4,000.00	\$ 8,000.00	\$ 8,500.00	\$ 17,000.00	\$ 5,700.00	\$ 11,400.00	\$ 6,645.00	\$ 13,290.00		
21	Furnish and Install all Materials, Labor, and Equipment to core existing manhole and connect 10" PVC pipe including reshaping invert channel, recoating interior surface, adding bolts to existing manhole lid, and appurtenances, complete in place per Specification 506.	1	LS	\$ 6,200.00	\$ 6,200.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	\$ 8,600.00	\$ 8,600.00	\$ 9,500.00	\$ 9,500.00		
22	Furnish and Install 18" Steel Casing Pipe (1/4" wall thickness) by open cut, not including 8" carrier pipe, including appurtenances, complete in place per Specification 510.	37	LF	\$ 140.00	\$ 5,180.00	\$ 100.00	\$ 3,700.00	\$ 135.00	\$ 4,995.00	\$ 206.00	\$ 7,622.00	\$ 130.00	\$ 4,810.00	\$ 100.00	\$ 3,700.00	\$ 127.35	\$ 4,711.95		
23	Furnish and Install 20" Steel Casing Pipe (5/16" wall thickness) by open cut, not including 10" carrier pipe, including appurtenances, complete in place per Specification 510.	459	LF	\$ 120.00	\$ 55,080.00	\$ 135.00	\$ 61,965.00	\$ 180.00	\$ 82,620.00	\$ 264.00	\$ 121,176.00	\$ 140.00	\$ 64,260.00	\$ 120.00	\$ 55,080.00	\$ 132.00	\$ 60,588.00		
24	Furnish and Install Type B concrete trench cap, complete in place per Specification 505.	13.2	CY	\$ 180.00	\$ 2,376.00	\$ 200.00	\$ 2,640.00	\$ 200.00	\$ 2,640.00	\$ 500.00	\$ 6,600.00	\$ 250.00	\$ 3,300.00	\$ 400.00	\$ 5,280.00	\$ 147.25	\$ 1,943.70		
25	Furnish and Install 300 psi flowable fill encasement, complete in place per Specification 402.	3.8	CY	\$ 220.00	\$ 836.00	\$ 250.00	\$ 950.00	\$ 175.00	\$ 665.00	\$ 500.00	\$ 1,900.00	\$ 500.00	\$ 1,900.00	\$ 160.00	\$ 608.00	\$ 102.50	\$ 389.50		
26	Furnish and Install 8" Ductile Iron Pipe (Class 350 psi) including fittings, joint restraints, polyethylene wrap, thrust blocking, rock excavation as necessary, dewatering, surface restoration, disposal of excess material, cleaning, flushing, disinfection, pressure testing, and appurtenances with standard bedding and backfill, complete in place per Specification 510.	40	LF	\$ 110.00	\$ 4,400.00	\$ 100.00	\$ 4,000.00	\$ 300.00	\$ 12,000.00	\$ 173.00	\$ 6,920.00	\$ 126.50	\$ 5,060.00	\$ 100.00	\$ 4,000.00	\$ 143.55	\$ 5,742.00		
27	Furnish and Install 12" Ductile Iron Pipe (Class 350 psi) including connection to existing waterline, fittings, joint restraints, polyethylene wrap, thrust blocking, rock excavation as necessary, dewatering, surface restoration, disposal of excess material, cleaning, flushing, disinfection, pressure testing, and appurtenances with standard bedding and backfill, complete in place per Specification 510.	136	LF	\$ 130.00	\$ 17,680.00	\$ 215.00	\$ 29,240.00	\$ 300.00	\$ 40,800.00	\$ 217.00	\$ 29,512.00	\$ 227.50	\$ 30,940.00	\$ 112.00	\$ 15,232.00	\$ 164.35	\$ 22,351.60		
28	Furnish and Install 24" Steel Casing Pipe (1/2" wall thickness) by bore and jack, not including 12" waterline carrier pipe, including access pits and appurtenances, complete in place per Specification 510.	106	LF	\$ 490.00	\$ 51,940.00	\$ 400.00	\$ 42,400.00	\$ 650.00	\$ 68,900.00	\$ 500.00	\$ 53,000.00	\$ 425.00	\$ 45,050.00	\$ 400.00	\$ 42,400.00	\$ 554.40	\$ 58,766.40		
29	Furnish and Install Standard 2" Blow-Off, complete in place per Specification 511.	2	EA	\$ 1,600.00	\$ 3,200.00	\$ 1,200.00	\$ 2,400.00	\$ 2,300.00	\$ 4,600.00	\$ 1,300.00	\$ 2,600.00	\$ 3,500.00	\$ 7,000.00	\$ 1,800.00	\$ 3,600.00	\$ 3,025.00	\$ 6,050.00	9	
30	Furnish and Install 8" Gate Valve with box, valve extension, and locking debris cap, complete in place per Specification 511.	2	EA	\$ 1,700.00	\$ 3,400.00	\$ 1,825.00	\$ 3,650.00	\$ 1,900.00	\$ 3,800.00	\$ 2,000.00	\$ 4,000.00	\$ 1,650.00	\$ 3,300.00	\$ 1,900.00	\$ 3,800.00	\$ 1,230.00	\$ 2,460.00		
31	Furnish and Install 12" Gate Valve with box, valve extension, and locking debris cap, complete in place per Specification 511.	4	EA	\$ 3,100.00	\$ 12,400.00	\$ 3,000.00	\$ 12,000.00	\$ 3,000.00	\$ 12,000.00	\$ 3,500.00	\$ 14,000.00	\$ 2,250.00	\$ 9,000.00	\$ 2,900.00	\$ 11,600.00	\$ 2,195.00	\$ 8,780.00		
32	Furnish all Materials, Labor, and Equipment to Salvage and Reinstall Existing Fences along water and sewer line route, complete in place per Specification 702.	1	LS	\$ 5,100.00	\$ 5,100.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00	\$ 12,715.00	\$ 12,715.00		
33	Furnish all Materials, Labor, and Equipment to Remove and Replace existing asphalt road and driveways damaged during construction including obtaining required Williamson County permits and providing Williamson County performance bond per plans, complete in place per Specification 340.	40	SY	\$ 210.00	\$ 8,400.00	\$ 125.00	\$ 5,000.00	\$ 200.00	\$ 8,000.00	\$ 50.00	\$ 2,000.00	\$ 200.00	\$ 8,000.00	\$ 300.00	\$ 12,000.00	\$ 105.65	\$ 4,226.00		
34	Furnish all Materials, Labor, and Equipment to Remove and Replace existing gravel driveway and sidewalk damaged during construction per plans, complete in place per Specification 101.	28	SY	\$ 93.00	\$ 2,604.00	\$ 25.00	\$ 700.00	\$ 100.00	\$ 2,800.00	\$ 20.00	\$ 560.00	\$ 75.00	\$ 2,100.00	\$ 30.00	\$ 840.00	\$ 250.00	\$ 7,000.00		
35	Furnish all Materials, Labor, and Equipment to Remove and Replace existing concrete sidewalk damaged during construction per plans, complete in place per Specification 432.	6	SY	\$ 420.00	\$ 2,520.00	\$ 100.00	\$ 600.00	\$ 100.00	\$ 600.00	\$ 300.00	\$ 1,800.00	\$ 500.00	\$ 3,000.00	\$ 100.00	\$ 600.00	\$ 1,595.00	\$ 9,570.00		
36	Clearing and Grubbing of Areas as required within Street Right-of-Way and Easements including demolition and removal of trees where shown on the plans and off-site disposal of cleared and grubbed material, complete in place per Specification 102.	2.6	AC	\$ 3,300.00	\$ 8,580.00	\$ 3,000.00	\$ 7,800.00	\$ 4,000.00	\$ 10,400.00	\$ 2,500.00	\$ 6,500.00	\$ 2,500.00	\$ 6,500.00	\$ 11,000.00	\$ 28,600.00	\$ 6,895.00	\$ 17,927.00		
37	Pollution Prevention Implementation including Storm Water Pollution Prevention Plan, Maintenance, Permitting, Inspections, and Reporting for all Pollution Prevention Measures as shown on the plans, complete in place per Drawing 00G-03.	1	LS	\$ 900.00	\$ 900.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 250.00	\$ 250.00	\$ 4,500.00	\$ 4,500.00	\$ 5,890.00	\$ 5,890.00		
38	Furnish, Install, Maintain and Remove Temporary Chain Link Fencing around contractor's lay down area, complete in place per Specification 701.	830	LF	\$ 8.00	\$ 6,640.00	\$ 15.00	\$ 12,450.00	\$ 6.00	\$ 4,980.00	\$ 4.00	\$ 3,320.00	\$ 15.00	\$ 12,450.00	\$ 15.00	\$ 12,450.00	\$ 9.30	\$ 7,719.00		
39	Furnish, Install, Maintain and Remove temporary moving Chain Link Fence around any construction equipment and open trenches within cattle pen, complete in place per Specification 701.	1	LS	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 11,000.00	\$ 11,000.00	\$ 3,535.00	\$ 3,535.00		
40	Furnish, Install, Maintain and Remove Concrete Washout, complete in place per Drawing 00G-03.	1	EA	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 700.00	\$ 700.00	\$ 2,350.00	\$ 2,350.00		
41	Furnish, Install, Maintain and Remove Stabilized Construction Access as shown on the plans, complete in place per Specification 641.	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 1,200.00	\$ 2,400.00	\$ 1,400.00	\$ 2,800.00	\$ 2,000.00	\$ 4,000.00	\$ 1,500.00	\$ 3,000.00	\$ 2,000.00	\$ 4,000.00	\$ 1,865.00	\$ 3,730.00		



City of Round Rock  
Gattis School Rd Wastewater Improvements  
Bids Opened: 11/29/18 at 2:00 pm

Bid Item	Description	Quantity	Unit	Unit Price		Total Amount	Unit Price		Total Amount	Unit Price		Total Amount	Unit Price		Total Amount	Unit Price		Total Amount	Unit Price		Total Amount
42	Furnish and Install Filter Fabric Fence or 12" dia. Mulch Logs (staked at a maximum of 8 ft spacing per plans) including removal upon conclusion of work. Install all filter fabric or mulch logs for the site prior to any other construction, complete in place per Specification 642.	3,877	LF	\$ 2.00		\$ 7,754.00	\$ 3.00		\$ 11,631.00	\$ 3.00		\$ 11,631.00	\$ 2.00		\$ 7,754.00	\$ 2.25		\$ 8,723.25	\$ 4.00		\$ 15,508.00
43	Furnish, Install, Maintain and Remove Creek Crossing appurtenances per Plans, complete in place per Specification 642.	1	LS	\$ 5,000.00		\$ 5,000.00	\$ 15,000.00		\$ 15,000.00	\$ 2,500.00		\$ 2,500.00	\$ 2,000.00		\$ 2,000.00	\$ 6,500.00		\$ 6,500.00	\$ 4,190.85		\$ 4,190.85
44	Furnish, Install, Maintain, and Remove Chain Link Fence Tree Protection, complete in place per Specification 610.	34	LF	\$ 4.00		\$ 136.00	\$ 3.50		\$ 119.00	\$ 4.00		\$ 136.00	\$ 5.00		\$ 170.00	\$ 10.00		\$ 340.00	\$ 6.00		\$ 204.00
45	Furnish, Install, Maintain, and Remove Wood Slats Fence Tree Protection, complete in place per Specification 610.	11	Per Tree	\$ 190.00		\$ 2,090.00	\$ 110.00		\$ 1,210.00	\$ 75.00		\$ 825.00	\$ 100.00		\$ 1,100.00	\$ 250.00		\$ 2,750.00	\$ 500.00		\$ 5,500.00
46	Furnish and Install Hydromulch Seeding of disturbed areas based on 20 ft wide by 3,445 ft long plus the construction laydown area. Additional area disturbed by contractor shall be restored at his cost, complete in place per Specification 604.	2.6	AC	\$ 8,400.00		\$ 21,840.00	\$ 4,840.00		\$ 12,584.00	\$ 2,000.00		\$ 5,200.00	\$ 2,000.00		\$ 5,200.00	\$ 7,800.00		\$ 20,280.00	\$ 3,700.00		\$ 9,620.00
47	Furnish, Install, and Maintain watering and/or temporary irrigation system until revegetation is established per City specifications, complete in place per Specification 604.	2.6	AC	\$ 5,300.00		\$ 13,780.00	\$ 2,420.00		\$ 6,292.00	\$ 3,000.00		\$ 7,800.00	\$ 2,000.00		\$ 5,200.00	\$ 3,000.00		\$ 7,800.00	\$ 8,000.00		\$ 20,800.00
48	Furnish and Install Trench Safety System Plan, complete in place per Specification 509.	3,621	LF	\$ 3.00		\$ 10,863.00	\$ 1.00		\$ 3,621.00	\$ 4.00		\$ 14,484.00	\$ 1.00		\$ 3,621.00	\$ 8.50		\$ 30,778.50	\$ 1.00		\$ 3,621.00
49	Furnish and Install Project Sign including all Material and Labor, complete in place per Specification 802.	1	EA	\$ 500.00		\$ 500.00	\$ 650.00		\$ 650.00	\$ 1,100.00		\$ 1,100.00	\$ 1,000.00		\$ 1,000.00	\$ 750.00		\$ 750.00	\$ 800.00		\$ 800.00
50	Furnish, Install, and Maintain Traffic Control Plan and Traffic Control Devices along water and sewer line route with signage, safety barriers, and appurtenances, in accordance with plans, complete in place per Specification 803.	1	LS	\$ 1,300.00		\$ 1,300.00	\$ 10,000.00		\$ 10,000.00	\$ 5,000.00		\$ 5,000.00	\$ 5,000.00		\$ 5,000.00	\$ 16,500.00		\$ 16,500.00	\$ 35,000.00		\$ 35,000.00
51	Steel Plating or Temporary Driveway diversions to provide access to private lots during construction as necessary, complete in place per Specification 510.	6	EA	\$ 66.00		\$ 396.00	\$ 250.00		\$ 1,500.00	\$ 500.00		\$ 3,000.00	\$ 1,000.00		\$ 6,000.00	\$ 1,250.00 <sup>9</sup>		\$ 7,500.00	\$ 2,000.00		\$ 12,000.00
52				\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
53				\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
	TOTAL AMOUNT BID No. 1					\$ 665,357.00		<sup>1</sup>	\$ 699,723.00		<sup>8</sup>	\$ 725,878.00			\$ 732,289.00			\$ 746,705.50			\$ 788,608.25 <sup>10</sup>

<sup>1</sup> amount on bid doc = \$627,723.00

<sup>2</sup>Statement of Bidder's Safety Experience is not signed.

<sup>3</sup>No OSHA Logs attached.

<sup>4</sup>unit price multiplied by quantity does not equal amount on bid doc

<sup>5</sup>amount on bid doc = \$1,225,848.80

<sup>6</sup>Error in quantity on Bid Form

<sup>7</sup>Written Unit Price does not match Unit Price

<sup>8</sup>amount on bid doc = \$725,853.00

<sup>9</sup>words match Amount and not Unit Price

<sup>10</sup>amount on bid doc = \$828,249.60

<sup>11</sup>Written Unit Price match Amount on all Items

Apparent Low Bidder (Austin Underground, Inc.) = \$665,357.00



City of Round Rock  
Gattis School Rd Wastewater Improvements  
Bids Opened: 11/29/18 at 2:00 pm

BID TABULATION				Patin Construction, LLC		Peabody General Contractors			Nerie Construction, LLC			Prota Construction Inc. & Prota Inc., JVC			
Addenda Acknowledged (Y/N)				Y		Y			Y			Y			
Bid Security (Y/N)				Y		Y			Y			Y			
Statement of Bidder's Safety Experience (Y/N)				Y		Y			Y <sup>3</sup>			Y			
Bid No. 1:Grading, Paving, and Drainage Items															
Bid Item	Description	Quantity	Unit	Unit Price		Total Amount	Unit Price		Total Amount	Unit Price		Total Amount	Unit Price		Total Amount
1	Mobilization (Maximum 5% of total bid), complete in place per Specification 700.	1	LS	\$ 46,000.00		\$ 46,000.00	\$ 35,000.00	11	\$ 35,000.00	\$ 48,000.00		\$ 48,000.00	\$ 56,200.00		\$ 56,200.00
2	Furnish and Install 8" SDR 26 PVC Pipe installed in rock including rock excavation, tracer tape, disposal of excess material, and appurtenances with standard bedding and backfill, 0 -10 ft deep, complete in place per Specification 510.	815	LF	\$ 70.00		\$ 57,050.00	\$ 85.00		\$ 69,275.00	\$ 115.00		\$ 93,725.00	\$ 140.00		\$ 114,100.00
3	Furnish and Install 8" SDR 26 PVC Pipe installed in rock including rock excavation, tracer tape, disposal of excess material, and appurtenances with standard bedding and backfill 10 -14 ft deep, complete in place per Specification 510.	754	LF	\$ 75.00		\$ 56,550.00	\$ 105.00		\$ 79,170.00	\$ 150.00		\$ 113,100.00	\$ 152.00		\$ 114,608.00
4	Furnish and Install 8" SDR 26 PVC Pipe installed in rock including rock excavation, tracer tape, disposal of excess material, and appurtenances with standard bedding and backfill, 14 - 18 ft deep, complete in place per Specification 510.	466	LF	\$ 80.00		\$ 37,280.00	\$ 120.00		\$ 55,920.00	\$ 215.00		\$ 100,190.00	\$ 227.00		\$ 105,782.00
5	Furnish and Install 8" SDR 26 PVC Pipe installed in clay including tracer tape, disposal of excess material, and appurtenances with standard bedding and backfill, 0-10 ft deep, complete in place per Specification 510.	570	LF	\$ 70.00		\$ 39,900.00	\$ 65.00		\$ 37,050.00	\$ 55.00		\$ 31,350.00	\$ 103.00		\$ 58,710.00
6	Furnish and Install 8" SDR 26 PVC Pipe installed in clay including tracer tape, disposal of excess material, and appurtenances with standard bedding and backfill, 10-14 ft deep, complete in place per Specification 510.	228	LF	\$ 75.00		\$ 17,100.00	\$ 85.00		\$ 19,380.00	\$ 65.00		\$ 14,820.00	\$ 114.00		\$ 25,992.00
7	Furnish and Install 8" C-900 (DR-25) PVC Pipe installed in rock including rock excavation, tracer tape, disposal of excess material, and appurtenances with standard bedding and backfill, 14-18 ft deep, complete in place per Specification 510.	24	LF	\$ 80.00		\$ 1,920.00	\$ 150.00		\$ 3,600.00	\$ 99.00		\$ 2,376.00	\$ 232.00		\$ 5,568.00
8	Furnish and Install 10" SDR 26 PVC Pipe installed in rock including rock excavation, tracer tape, disposal of excess material, and appurtenances with standard bedding and backfill, 0-10 ft deep, complete in place per Specification 510.	93	LF	\$ 75.00		\$ 6,975.00	\$ 100.00		\$ 9,300.00	\$ 109.00		\$ 10,137.00	\$ 146.00		\$ 13,578.00
9	Furnish and Install 10" SDR 26 PVC Pipe installed in rock including rock excavation, tracer tape, disposal of excess material, and appurtenances with standard bedding and backfill, 10 - 16 ft deep, complete in place per Specification 510.	128	LF	\$ 90.00		\$ 11,520.00	\$ 125.00		\$ 16,000.00	\$ 149.00		\$ 19,072.00	\$ 160.00		\$ 20,480.00
10	Furnish and Install 10" SDR 26 PVC Pipe installed in rock including rock excavation, tracer tape, disposal of excess material, and appurtenances with standard bedding and backfill, 16 -22 ft deep, complete in place per Specification 510.	74	LF	\$ 130.00		\$ 9,620.00	\$ 220.00		\$ 16,280.00	\$ 232.00		\$ 17,168.00	\$ 252.00		\$ 18,648.00
11	Furnish and Install 10" SDR 26 PVC Pipe installed in clay including tracer tape, disposal of excess material, and appurtenances with standard bedding and backfill, 0 - 10 ft deep, complete in place per Specification 510.	92	LF	\$ 75.00		\$ 6,900.00	\$ 70.00		\$ 6,440.00	\$ 65.00		\$ 5,980.00	\$ 105.00		\$ 9,660.00
12	Furnish and Install 10" SDR 26 PVC Pipe installed in clay including tracer tape, disposal of excess material, and appurtenances with standard bedding and backfill, 10 - 16 ft deep, complete in place per Specification 510.	127	LF	\$ 90.00		\$ 11,430.00	\$ 90.00		\$ 11,430.00	\$ 75.00		\$ 9,525.00	\$ 111.00		\$ 14,097.00
13	Furnish and Install 10" SDR 26 PVC Pipe installed in clay including tracer tape, disposal of excess material, and appurtenances with standard bedding and backfill, 16 - 22 ft deep, complete in place per Specification 510.	74	LF	\$ 130.00		\$ 9,620.00	\$ 180.00		\$ 13,320.00	\$ 149.00		\$ 11,026.00	\$ 186.00		\$ 13,764.00
14	Furnish and Install 6" SDR 26 PVC Pipe for service line, with standard bedding and backfill and clean-out, 13 ft deep, complete in place per Specification 510.	10	LF	\$ 1,000.00		\$ 10,000.00	\$ 210.00		\$ 2,100.00	\$ 65.00		\$ 650.00	\$ 72.00		\$ 720.00
15	Furnish and Install Standard City of Round Rock 4-Foot Dia. Sanitary Sewer Manhole with 4' Riser and Bolted Cover, 0 - 8 ft deep, complete in place per Specification 506.	9	EA	\$ 8,500.00		\$ 76,500.00	\$ 5,000.00		\$ 45,000.00	\$ 10,000.00		\$ 90,000.00	\$ 6,643.00		\$ 59,787.00
16	Furnish and Install Extra Depth on 4-foot Dia. Sanitary Sewer Manhole with 4' Riser, Depth: 8 - 18 ft, complete in place per Specification 506.	34	VF	\$ 500.00		\$ 17,000.00	\$ 1,000.00		\$ 34,000.00	\$ 350.00		\$ 11,900.00	\$ 855.00		\$ 29,070.00
17	Furnish and Install Standard City of Round Rock 5-Foot Dia. Sanitary Sewer Manhole with 5' Riser and Bolted Cover, 0 - 22 ft deep, complete in place per Specification 506.	1	EA	\$ 10,000.00		\$ 10,000.00	\$ 16,000.00		\$ 16,000.00	\$ 65,000.00		\$ 65,000.00	\$ 13,787.00		\$ 13,787.00
18	Furnish and Install Standard Manhole External Drop Connection, up to 7 feet of drop, complete in place per Specification 506.	1	EA	\$ 12,000.00		\$ 12,000.00	\$ 3,000.00		\$ 3,000.00	\$ 4,500.00		\$ 4,500.00	\$ 12,003.00		\$ 12,003.00





**City of Round Rock**  
**Gattis School Rd Wastewater Improvements**  
**Bids Opened: 11/29/18 at 2:00 pm**

Bid Item	Description	Quantity	Unit	Unit Price		Total Amount	Unit Price		Total Amount	Unit Price		Total Amount	Unit Price		Total Amount
19	Furnish and Install City of Round Rock Standard Manhole Internal Drop Connection, up to 14 feet of drop, complete in place per Specification 506.	1	EA	\$ 15,000.00		\$ 15,000.00	\$ 4,500.00		\$ 4,500.00	\$ 4,500.00		\$ 4,500.00	\$ 11,351.00		\$ 11,351.00
20	Furnish and Install Manhole Vent and Ball Check Valve where shown on the plans, complete in place per Specification 506.	2	EA	\$ 6,500.00		\$ 13,000.00	\$ 4,600.00		\$ 9,200.00	\$ 4,500.00		\$ 9,000.00	\$ 9,997.00		\$ 19,994.00
21	Furnish and Install all Materials, Labor, and Equipment to core existing manhole and connect 10" PVC pipe including reshaping invert channel, recoating interior surface, adding bolts to existing manhole lid, and appurtenances, complete in place per Specification 506.	1	LS	\$ 10,000.00		\$ 10,000.00	\$ 5,500.00		\$ 5,500.00	\$ 3,000.00		\$ 3,000.00	\$ 25,023.00		\$ 25,023.00
22	Furnish and Install 18" Steel Casing Pipe (1/4" wall thickness) by open cut, not including 8" carrier pipe, including appurtenances, complete in place per Specification 510.	37	LF	\$ 140.00		\$ 5,180.00	\$ 125.00		\$ 4,625.00	\$ 150.00		\$ 5,550.00	\$ 143.00		\$ 5,291.00
23	Furnish and Install 20" Steel Casing Pipe (5/16" wall thickness) by open cut, not including 10" carrier pipe, including appurtenances, complete in place per Specification 510.	459	LF	\$ 160.00		\$ 73,440.00	\$ 175.00		\$ 80,325.00	\$ 175.00		\$ 80,325.00	\$ 149.00		\$ 68,391.00
24	Furnish and Install Type B concrete trench cap, complete in place per Specification 505.	13.2	CY	\$ 400.00		\$ 5,280.00	\$ 175.00		\$ 2,310.00	\$ 300.00		\$ 3,960.00	\$ 792.00		\$ 10,454.40
25	Furnish and Install 300 psi flowable fill encasement, complete in place per Specification 402.	3.8	CY	\$ 400.00		\$ 1,520.00	\$ 250.00		\$ 950.00	\$ 250.00		\$ 950.00	\$ 792.00		\$ 3,009.60
26	Furnish and Install 8" Ductile Iron Pipe (Class 350 psi) including fittings, joint restraints, polyethylene wrap, thrust blocking, rock excavation as necessary, dewatering, surface restoration, disposal of excess material, cleaning, flushing, disinfection, pressure testing, and appurtenances with standard bedding and backfill, complete in place per Specification 510.	40	LF	\$ 400.00		\$ 16,000.00	\$ 125.00		\$ 5,000.00	\$ 150.00		\$ 6,000.00	\$ 238.00		\$ 9,520.00
27	Furnish and Install 12" Ductile Iron Pipe (Class 350 psi) including connection to existing waterline, fittings, joint restraints, polyethylene wrap, thrust blocking, rock excavation as necessary, dewatering, surface restoration, disposal of excess material, cleaning, flushing, disinfection, pressure testing, and appurtenances with standard bedding and backfill, complete in place per Specification 510.	136	LF	\$ 500.00		\$ 68,000.00	\$ 175.00		\$ 23,800.00	\$ 250.00		\$ 34,000.00	\$ 232.00		\$ 31,552.00
28	Furnish and Install 24" Steel Casing Pipe (1/2" wall thickness) by bore and jack, not including 12" waterline carrier pipe, including access pits and appurtenances, complete in place per Specification 510.	106	LF	\$ 950.00		\$ 100,700.00	\$ 650.00		\$ 68,900.00	\$ 300.00		\$ 31,800.00	\$ 950.00		\$ 100,700.00
29	Furnish and Install Standard 2" Blow-Off, complete in place per Specification 511.	2	EA	\$ 3,000.00		\$ 6,000.00	\$ 2,500.00		\$ 5,000.00	\$ 2,000.00		\$ 4,000.00	\$ 4,695.00		\$ 9,390.00
30	Furnish and Install 8" Gate Valve with box, valve extension, and locking debris cap, complete in place per Specification 511.	2	EA	\$ 3,000.00		\$ 6,000.00	\$ 1,500.00		\$ 3,000.00	\$ 3,000.00		\$ 6,000.00	\$ 1,805.00		\$ 3,610.00
31	Furnish and Install 12" Gate Valve with box, valve extension, and locking debris cap, complete in place per Specification 511.	4	EA	\$ 4,500.00		\$ 18,000.00	\$ 2,500.00		\$ 10,000.00	\$ 4,000.00		\$ 16,000.00	\$ 3,334.00		\$ 13,336.00
32	Furnish all Materials, Labor, and Equipment to Salvage and Reinstall Existing Fences along water and sewer line route, complete in place per Specification 702.	1	LS	\$ 5,000.00		\$ 5,000.00	\$ 6,000.00		\$ 6,000.00	\$ 1,500.00		\$ 1,500.00	\$ 17,807.00		\$ 17,807.00
33	Furnish all Materials, Labor, and Equipment to Remove and Replace existing asphalt road and driveways damaged during construction including obtaining required Williamson County permits and providing Williamson County performance bond per plans, complete in place per Specification 340.	40	SY	\$ 500.00		\$ 20,000.00	\$ 90.00		\$ 3,600.00	\$ 150.00		\$ 6,000.00	\$ 70.00		\$ 2,800.00
34	Furnish all Materials, Labor, and Equipment to Remove and Replace existing gravel driveway and sidewalk damaged during construction per plans, complete in place per Specification 101.	28	SY	\$ 500.00		\$ 14,000.00	\$ 75.00		\$ 2,100.00	\$ 60.00		\$ 1,680.00	\$ 62.00		\$ 1,736.00
35	Furnish all Materials, Labor, and Equipment to Remove and Replace existing concrete sidewalk damaged during construction per plans, complete in place per Specification 432.	6	SY	\$ 500.00		\$ 3,000.00	\$ 110.00		\$ 660.00	\$ 110.00		\$ 660.00	\$ 130.00		\$ 780.00
36	Clearing and Grubbing of Areas as required within Street Right-of-Way and Easements including demolition and removal of trees where shown on the plans and off-site disposal of cleared and grubbed material, complete in place per Specification 102.	2.6	AC	\$ 3,500.00		\$ 9,100.00	\$ 1,500.00		\$ 3,900.00	\$ 6,000.00		\$ 15,600.00	\$ 3,957.00		\$ 10,288.20
37	Pollution Prevention Implementation including Storm Water Pollution Prevention Plan, Maintenance, Permitting, Inspections, and Reporting for all Pollution Prevention Measures as shown on the plans, complete in place per Drawing 00G-03.	1	LS	\$ 2,500.00		\$ 2,500.00	\$ 16,000.00		\$ 16,000.00	\$ 10,000.00		\$ 10,000.00	\$ 5,327.00		\$ 5,327.00
38	Furnish, Install, Maintain and Remove Temporary Chain Link Fencing around contractor's lay down area, complete in place per Specification 701.	830	LF	\$ 15.00		\$ 12,450.00	\$ 5.00		\$ 4,150.00	\$ 6.00		\$ 4,980.00	\$ 24.00		\$ 19,920.00
39	Furnish, Install, Maintain and Remove temporary moving Chain Link Fence around any construction equipment and open trenches within cattle pen, complete in place per Specification 701.	1	LS	\$ 5,000.00		\$ 5,000.00	\$ 3,500.00		\$ 3,500.00	\$ 3,000.00		\$ 3,000.00	\$ 1,188.00		\$ 1,188.00
40	Furnish, Install, Maintain and Remove Concrete Washout, complete in place per Drawing 00G-03.	1	EA	\$ 1,000.00		\$ 1,000.00	\$ 1,500.00		\$ 1,500.00	\$ 1,500.00		\$ 1,500.00	\$ 4,397.00		\$ 4,397.00
41	Furnish, Install, Maintain and Remove Stabilized Construction Access as shown on the plans, complete in place per Specification 641.	2	EA	\$ 2,500.00		\$ 5,000.00	\$ 1,200.00		\$ 2,400.00	\$ 1,500.00		\$ 3,000.00	\$ 2,375.00		\$ 4,750.00

City of Round Rock  
Gattis School Rd Wastewater Improvements  
Bids Opened: 11/29/18 at 2:00 pm

Bid Item	Description	Quantity	Unit	Unit Price		Total Amount	Unit Price		Total Amount	Unit Price		Total Amount	Unit Price		Total Amount
42	Furnish and Install Filter Fabric Fence or 12" dia. Mulch Logs (staked at a maximum of 8 ft spacing per plans) including removal upon conclusion of work. Install all filter fabric or mulch logs for the site prior to any other construction, complete in place per Specification 642.	3,877	LF	\$ 3.00		\$ 11,631.00	\$ 5.00		\$ 19,385.00	\$ 4.00		\$ 15,508.00	\$ 7.00	<sup>6</sup>	\$ 27,139.00
43	Furnish, Install, Maintain and Remove Creek Crossing appurtenances per Plans, complete in place per Specification 642.	1	LS	\$ 5,000.00		\$ 5,000.00	\$ 25,000.00		\$ 25,000.00	\$ 20,000.00		\$ 20,000.00	\$ 19,934.00		\$ 19,934.00
44	Furnish, Install, Maintain, and Remove Chain Link Fence Tree Protection, complete in place per Specification 610.	34	LF	\$ 20.00		\$ 680.00	\$ 5.00		\$ 170.00	\$ 15.00		\$ 510.00	\$ 8.00		\$ 272.00
45	Furnish, Install, Maintain, and Remove Wood Slats Fence Tree Protection, complete in place per Specification 610.	11	Per Tree	\$ 750.00		\$ 8,250.00	\$ 225.00		\$ 2,475.00	\$ 200.00		\$ 2,200.00	\$ 317.00		\$ 3,487.00
46	Furnish and Install Hydromulch Seeding of disturbed areas based on 20 ft wide by 3,445 ft long plus the construction laydown area. Additional area disturbed by contractor shall be restored at his cost, complete in place per Specification 604.	2.6	AC	\$ 6,500.00		\$ 16,900.00	\$ 1,600.00		\$ 4,160.00	\$ 2,000.00		\$ 5,200.00	\$ 28,465.00		\$ 74,009.00
47	Furnish, Install, and Maintain watering and/or temporary irrigation system until revegetation is established per City specifications, complete in place per Specification 604.	2.6	AC	\$ 500.00		\$ 1,300.00	\$ 1,100.00		\$ 2,860.00	\$ 1,000.00		\$ 2,600.00	\$ 2,701.00		\$ 7,022.60
48	Furnish and Install Trench Safety System Plan, complete in place per Specification 509.	3,621	LF	\$ 2.00		\$ 7,242.00	\$ 2.00		\$ 7,242.00	\$ 15.00		\$ 54,315.00	\$ 4.00		\$ 14,484.00
49	Furnish and Install Project Sign including all Material and Labor, complete in place per Specification 802.	1	EA	\$ 850.00		\$ 850.00	\$ 750.00		\$ 750.00	\$ 3,000.00		\$ 3,000.00	\$ 2,381.00		\$ 2,381.00
50	Furnish, Install, and Maintain Traffic Control Plan and Traffic Control Devices along water and sewer line route with signage, safety barriers, and appurtenances, in accordance with plans, complete in place per Specification 803.	1	LS	\$ 25,000.00		\$ 25,000.00	\$ 125,000.00		\$ 125,000.00	\$ 15,000.00		\$ 15,000.00	\$ 2,375.00		\$ 2,375.00
51	Steel Plating or Temporary Driveway diversions to provide access to private lots during construction as necessary, complete in place per Specification 510.	6	EA	\$ 500.00		\$ 3,000.00	\$ 1,800.00		\$ 10,800.00	\$ 250.00		\$ 1,500.00	\$ 1,251.00		\$ 7,506.00
52				\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
53				\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
	TOTAL AMOUNT BID No. 1					\$ 932,388.00			\$ 937,027.00			\$ 1,021,357.00		<sup>5</sup>	\$ 1,225,778.80

<sup>1</sup> amount on bid doc = \$627,723.00

<sup>2</sup>Statement of Bidder's Safety Experience is not signed.

<sup>3</sup>No OSHA Logs attached.

<sup>4</sup>unit price multiplied by quantity does not equal amount on bid doc

<sup>5</sup>amount on bid doc = \$1,225,848.80

<sup>6</sup>Error in quantity on Bid Form

<sup>7</sup>Written Unit Price does not match Unit Price

<sup>8</sup>amount on bid doc = \$725,853.00

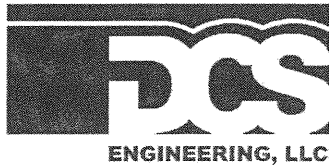
<sup>9</sup>words match Amount and not Unit Price

<sup>10</sup>amount on bid doc = \$828,249.60

<sup>11</sup>Written Unit Price match Amount on all Items







DCS Engineering, LLC  
1101 S. Capital of Texas Highway  
Building G-100  
Austin, Texas 78746  
Tel: (512) 614-6171  
Fax: (512) 284-8021  
T.B.P.E. Firm No F- 13162  
www.DCS-Engineering.com

November 30, 2018

Mr. Eddie Zapata  
City of Round Rock  
Utilities and Environmental Services  
2008 Enterprise Drive  
Round Rock, Texas 78664

Re: City of Round Rock – Gattis School Road Wastewater Improvements  
Recommendation to Award Contract

Dear Mr. Zapata:

On November 29, 2018, DCS Engineering (DCS) assisted the City in opening bids for the above referenced project. Eleven (11) bid proposals were received with total base bid prices ranging from \$665,357 to \$1,225,778.80. The engineer's opinion of most probable construction cost was \$972,500. A tabulation of the bids received is attached. The low bidder for the total base bid is Austin Underground, Inc. of Austin, Tx with a bid of \$665,357.


DCS has reviewed the bid proposal submitted by Austin Underground, Inc. and found it to be accurate and complete. We spoke with the City about past projects completed Austin Underground, Inc. for the City and noted positive experiences as it relates to this project. DCS also obtained a Dun and Bradstreet Business Information Report for the company. The report stated that the company has a "low-mod" credit risk and shows the majority of payments to suppliers are within terms.

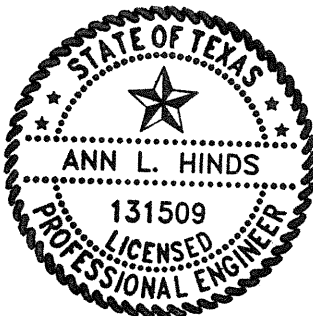
Based on the information presented, we recommend that the City accept the base bid of Austin Underground, Inc. for the Total Bid amount of \$665,357 for the construction of the 3,500 linear feet of sanitary sewer lines, 140 linear feet of water line, and appurtenances.

If you have any questions, please call me at (512) 614-6171.

Sincerely,

DCS Engineering, LLC

  
Ann L. Hinds, P.E.  
Design Manager



Enclosure

11/30/18

# 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

Certificate Number:  
2018-430006

Date Filed:  
12/03/2018

Date Acknowledged:

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

Austin Underground  
Jonestown, 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.**

Gattis School Rd Wastewater  
Installation of 10" Wastewater line & appurtenances

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Vavro, Richard	Jonestown, TX United States	X	

5 Check only if there is NO Interested Party. ☐

**6 UNSWORN DECLARATION**

My name is Richard Vavro, and my date of birth is 2/26/1965.

My address is 18825 Packsaddle Rd, Jonestown, TX, 78645, 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 3rd day of December, 2018.  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)





# Gattis School Road Wastewater Extension





# City of Round Rock

## Agenda Item Summary

**Agenda Number: H.5**

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**Title:** Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with Scheibe Consulting, LLC for Drainage Analysis Services.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 12/20/2018

**Dept Director:** Michael Thane, Utilities and Environmental Services Director

**Cost:** \$16,945.00

**Indexes:** Self-Financed Drainage Construction

**Attachments:** Resolution, Form 1295, Exhibit A, Map

**Department:** Utilities and Environmental Services

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### **Text of Legislative File 2018-6202**

The City previously entered into a Work Authorization Engineering Services Contract with Scheibe Consulting, LLC for providing evaluation and design solutions for drainage problems encountered in the City. The problems they are analyzing with tend to be localized, effecting a single street or being caused by one or two problematic drainage features.

The scope of services in the original contract included identifying and quantifying localized flooding in problematic areas to determine the level of service achieved by existing infrastructure and to work with City staff to develop practicable solutions for each issue.

This Supplemental Contract No. 1 is to provide additional funding and a later contract expiration date for performing the proposed alternatives solutions analysis for a problematic detention pond in the Greenslopes at Lake Creek neighborhood. An existing conditions analysis of the pond has already been completed.

The current Engineering Services Contract provided for a maximum payment of \$40,000 and expires on April 1, 2019. This supplement is for \$16,945 and will increase the contract to a maximum amount of \$56,945 with an extended expiration date of August 1, 2019.

**Cost: \$16,945**

**Source of Funds: Self-Financed Drainage Construction**



**RESOLUTION NO. R-2018-6202**

**WHEREAS**, the City of Round Rock has previously entered into a Contract for Engineering Services (“Contract”) with Scheibe Consulting, LLC for Drainage Analysis Services Work Authorization; and

**WHEREAS**, Scheibe Consulting, LLC has submitted Supplemental Contract No. 1 to the Contract to increase the compensation; and

**WHEREAS**, the City Council desires to enter into said Supplemental Contract No. 1 with Scheibe Consulting, 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 Supplemental Contract No. 1 to the Contract with Scheibe Consulting, LLC, 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 December, 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. 1  
TO CONTRACT FOR ENGINEERING SERVICES  
FOR DRAINAGE ANALYSIS  
WORK AUTHORIZATION**

**FIRM:** SCHEIBE CONSULTING, LLC ("Engineer")  
**ADDRESS:** PO Box 161357, Austin, TX 78716

This Supplemental Contract No. 1 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the "City" and Scheibe Consulting, LLC, hereinafter called the "Engineer".

**WHEREAS**, the City and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract", on the 9th day of March, 2018 for Drainage Analysis services in the amount of \$40,000.00; and

**WHEREAS**, it has become necessary to amend the Contract so that the contract term shall terminate at the close of business day on July 31, 2019; and

**WHEREAS**, it has become necessary to amend the Contract to modify the provisions to increase the compensation by \$16,945.00 to a total of \$56,945.00;

**NOW THEREFORE**, premises considered, the City and the Engineer agree that said Contract is amended as follows:

I.

Article 3, Contract Term shall be amended so that the contract term shall terminate at the close of business day on July 31, 2019.

II.

Article 4, Compensation shall be amended by increasing by \$16,945.00 the maximum amount payable under the Contract for a total of \$56,945.00, to be paid in accordance to the Fee Schedule attached to the Contract as Exhibit C.

**IN WITNESS WHEREOF**, the City and the Engineer have executed this Supplemental Contract in duplicate.

*[signature pages follow]*



**SCHEIBE, CONSULTING, LLC**

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

\_\_\_\_\_  
**Date**

**CITY OF ROUND ROCK**

**APPROVED AS TO FORM:**

**By:** \_\_\_\_\_  
**Craig Morgan, Mayor**

\_\_\_\_\_  
**Stephan L. Sheets, City Attorney**

\_\_\_\_\_  
**Date**

# 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.**

Scheibe Consulting, LLC  
Austin, TX United States

**Certificate Number:**  
2018-430222

**Date Filed:**  
12/03/2018

**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, TX

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

Engineering Services Rotation - *Greenslopes Pond WA 2*  
Engineering 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.**



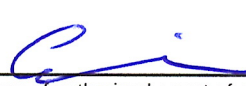
## 6 UNSWORN DECLARATION

My name is Eric C. Scheibe, and my date of birth is 04/21/1979.

My address is 11612 Bee Cave Rd., Bldg. I, Sk. 240, Austin, TX, 78738, 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 3rd day of Dec., 20 18.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)









# City of Round Rock

## Agenda Item Summary

**Agenda Number: J.1**

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**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:** 12/20/2018

**Dept Director:**

**Cost:**

**Indexes:**

**Attachments:**

**Department:**

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**Text of Legislative File 2018-6104**